

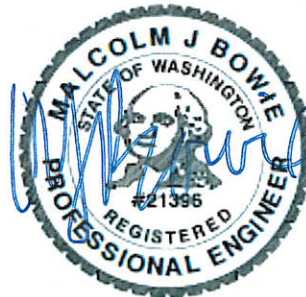
Lewis County  
Department of Public Works  
Engineering Division

**CONTRACT  
PROVISIONS AND PLANS  
FOR CONSTRUCTION OF:  
*2017 FLEXIBLE  
GUIDEPOSTS PROJECT  
PHASE 1***

FEDERAL AID PROJECT NO. HSIP-000S(478)  
F.A. Contract No. TA-6329  
COUNTY ROAD PROJECT NO. 2185A

August, 2018

Lewis County Public Works  
2025 NE Kresky Ave.  
Chehalis, WA 98532-2626



BOARD OF COUNTY COMMISSIONERS

Edna J. Fund, District No. 1  
Robert C. Jackson, District No. 2  
Gary Stamper, District No. 3



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1 **INTRODUCTION**

2  
3 The following Amendments and Special Provisions shall be used in conjunction with the 2018 Standard  
4 Specifications for Road, Bridge, and Municipal Construction.

5  
6 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

7  
8 The following Amendments to the Standard Specifications are made a part of this contract and supersede  
9 any conflicting provisions of the Standard Specifications. For informational purposes, the date following  
10 each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

11  
12 Each Amendment contains all current revisions to the applicable section of the Standard Specifications  
13 and may include references which do not apply to this particular project.

14  
15 **SECTION 1-02, BID PROCEDURES AND CONDITIONS**

16  
17 **April 2, 2018**

18 **1-02.4(1) General**

19 This section is supplemented with the following:

20  
21 Prospective Bidders are advised that the Contracting Agency may include a partially completed  
22 Washington State Department of Ecology (Ecology) Transfer of Coverage (Ecology Form ECY 020-  
23 87a) for the Construction Stormwater General Permit (CSWGP) as part of the Bid Documents. When  
24 the Contracting Agency requires the transfer of coverage of the CSWGP to the Contractor, an  
25 informational copy of the Transfer of Coverage and the associated CSWGP will be included in the  
26 appendices. As a condition of Section 1-03.3, the Contractor is required to complete sections I, III,  
27 and VIII of the Transfer of Coverage and return the form to the Contracting Agency.

28  
29 The Contracting Agency is responsible for compliance with the CSWGP until the end of day that the  
30 Contract is executed. Beginning on the day after the Contract is executed, the Contractor shall  
31 assume complete legal responsibility for compliance with the CSWGP and full implementation of all  
32 conditions of the CSWGP as they apply to the Contract Work.

33  
34 **1-02.5 Proposal Forms**

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

36  
37 At the request of a Bidder, the Contracting Agency will provide a physical Proposal Form for any  
38 project on which the Bidder is eligible to Bid.

39  
40 **1-02.6 Preparation of Proposal**

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

- 42  
43 1. A unit price for each item (omitting digits more than two places to the right of the decimal point),  
44

45 In the third sentence of the fourth paragraph, "WSDOT Form 422-031" is revised to read "WSDOT Form  
46 422-031U".

47  
48 The following is inserted after the third sentence of the fourth paragraph:

49  
50 Bidders shall submit a UDBE Broker Agreement documenting the fees or commissions charged by  
51 the Broker for any Broker listed on the UDBE Utilization Certification in accordance with the Special

1 Provisions. Bidders shall submit a completed UDBE Trucking Credit Form for each UDBE Trucking  
2 firm listed on the UDBE Utilization Certification in accordance with the Special Provisions. WSDOT  
3 Form 272-058 is available for this purpose.  
4

5 The following new paragraph is inserted before the last paragraph:  
6

7 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance  
8 form (WSDOT Form 272-009). Failure to return this certification as part of the Bid Proposal package  
9 will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law  
10 Compliance form is included in the Proposal Forms.  
11

### 12 **1-02.13 Irregular Proposals**

13 Item 1(h) is revised to read:  
14

15 h. The Bidder fails to submit Underutilized Disadvantaged Business Enterprise Good Faith Effort  
16 documentation, if applicable, as required in Section 1-02.6, or if the documentation that is  
17 submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was  
18 made;  
19

20 Item 1(i) is revised to read the following three items:  
21

22 i. The Bidder fails to submit an Underutilized Disadvantaged Business Enterprise Trucking Credit  
23 Form, if applicable, as required in Section 1-02.6, or if the Form that is submitted fails to meet  
24 the requirements of the Special Provisions;  
25

26 j. The Bidder fails to submit an Underutilized Disadvantaged Business Enterprise Broker  
27 Agreement, if applicable, as required in Section 1-02.6, or if the documentation that is submitted  
28 fails to demonstrate that the fee/commission is reasonable as determined by the Contracting  
29 Agency; or  
30

31 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms  
32 of the Bid invitation.  
33

## 34 **SECTION 1-03, AWARD AND EXECUTION OF CONTRACT**

35 **January 2, 2018**

### 36 **1-03.3 Execution of Contract**

37 The first paragraph is revised to read:  
38

39  
40 Within 20 calendar days after the Award date, the successful Bidder shall return the signed  
41 Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, a  
42 satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the  
43 Construction Stormwater General Permit with sections I, III, and VIII completed when provided, and  
44 shall be registered as a contractor in the state of Washington.  
45

### 46 **1-03.5 Failure to Execute Contract**

47 The first sentence is revised to read:  
48

49 Failure to return the insurance certification and bond with the signed Contract as required in Section  
50 1-03.3, or failure to provide Disadvantaged, Minority or Women's Business Enterprise information if  
51 required in the Contract, or failure or refusal to sign the Contract, or failure to register as a contractor  
52 in the state of Washington, or failure to return the completed Transfer of Coverage for the

1 Construction Stormwater General Permit to the Contracting Agency when provided shall result in  
2 forfeiture of the proposal bond or deposit of this Bidder.

### 3 4 **SECTION 1-05, CONTROL OF WORK**

5  
6 **April 2, 2018**

#### 7 **1-05.9 Equipment**

8 The following new paragraph is inserted before the first paragraph:

9  
10 Prior to mobilizing equipment on site, the Contractor shall thoroughly remove all loose dirt and  
11 vegetative debris from drive mechanisms, wheels, tires, tracks, buckets and undercarriage. The  
12 Engineer will reject equipment from the site until it returns clean.

13  
14 This section is supplemented with the following:

15  
16 Upon completion of the Work, the Contractor shall completely remove all loose dirt and vegetative  
17 debris from equipment before removing it from the job site.

### 18 19 **SECTION 1-06, CONTROL OF MATERIAL**

20  
21 **January 2, 2018**

#### 22 **1-06.1(3) Aggregate Source Approval (ASA) Database**

23 This section is supplemented with the following:

24  
25 Regardless of status of the source, whether listed or not listed in the ASA database the source owner  
26 may be asked to provide testing results for toxicity in accordance with Section 9-03.21(1).

#### 27 28 **1-06.2(2)D Quality Level Analysis**

29 This section is supplemented with the following new subsection:

##### 30 31 **1-06.2(2)D5 Quality Level Calculation – HMA Compaction**

32 The procedures for determining the quality level and pay factor for HMA compaction are as follows:

- 33  
34 1. Determine the arithmetic mean,  $X_m$ , for compaction of the lot:

$$35  
36 X_m = \frac{\sum x}{n}$$

37  
38 Where:

39  $x$  = individual compaction test values for each subplot in the lot.  
40  $\sum x$  = summation of individual compaction test values  
41  $n$  = total number test values

- 42  
43 2. Compute the sample standard deviation, “S”, for each constituent:

$$44  
45 S = \left[ \frac{n \sum x^2 - (\sum x)^2}{n(n-1)} \right]^{\frac{1}{2}}$$

46  
47 Where:

1  $\sum x^2 =$  summation of the squares of individual compaction test values

2  $(\sum x)^2 =$  summation of the individual compaction test values squared

- 3
- 4 3. Compute the lower quality index ( $Q_L$ ):
- 5

6 
$$Q_L = \frac{X_m - LSL}{S}$$

7

8 Where:

9 LSL = 91.5

10

- 11 4. Determine  $P_L$  (the percent within the lower Specification limit which corresponds to a given
- 12  $Q_L$ ) from Table 1. For negative values of  $Q_L$ ,  $P_L$  is equal to 100 minus the table  $P_L$ . If the
- 13 value of  $Q_L$  does not correspond exactly to a figure in the table, use the next higher value.
- 14

- 15 5. Determine the quality level (the total percent within Specification limits):
- 16

17 Quality Level =  $P_L$

18

- 19 6. Using the quality level from step 5, determine the composite pay factor (CPF) from Table
- 20 2.
- 21

- 22 7. If the CPF determined from step 6 is 1.00 or greater: use that CPF for the compaction lot;
- 23 however, the maximum HMA compaction CPF using an LSL = 91.5 shall be 1.05.
- 24

- 25 8. If the CPF from step 6 is not 1.00 or greater: repeat steps 3 through 6 using an LSL = 91.0.
- 26 The value thus determined shall be the HMA compaction CPF for that lot; however, the
- 27 maximum HMA compaction CPF using an LSL = 91.00 shall be 1.00.
- 28

### 29 **1-06.2(2)D4 Quality Level Calculation**

30 The first paragraph (excluding the numbered list) is revised to read:

31

32 The procedures for determining the quality level and pay factors for a material, other than HMA

33 compaction, are as follows:

34

## 35 **SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

36 **April 2, 2018**

### 37 **1-07.5 Environmental Regulations**

38 This section is supplemented with the following new subsections:

39

#### 40 **1-07.5(5) U.S. Army Corps of Engineers**

41 When temporary fills are permitted, the Contractor shall remove fills in their entirety and the affected

42 areas returned to pre-construction elevations.

43

44

45 If a U.S. Army Corps of Engineers permit is noted in Section 1-07.6 of the Special Provisions, the

46 Contractor shall retain a copy of the permit or the verification letter (in the case of a Nationwide

47 Permit) on the worksite for the life of the Contract. The Contractor shall provide copies of the permit

48 or verification letter to all subcontractors involved with the authorized work prior to their

49 commencement of any work in waters of the U.S.

50

1 **1-07.5(6) U.S. Fish/Wildlife Services and National Marine Fisheries Service**

2 The Contracting Agency will provide fish exclusion and handling services if the Work dictates.  
3 However, if the Contractor discovers any fish stranded by the project and a Contracting Agency  
4 biologist is not available, they shall immediately release the fish into a flowing stream or open water.  
5

6 **1-07.5(1) General**

7 The first sentence is deleted and replaced with the following:

8  
9 No Work shall occur within areas under the jurisdiction of resource agencies unless authorized in  
10 the Contract.  
11

12 The third paragraph is deleted.

13  
14 **1-07.5(2) State Department of Fish and Wildlife**

15 This section is revised to read:

16 In doing the Work, the Contractor shall:

- 17 1. Not degrade water in a way that would harm fish, wildlife, or their habitat.
- 18
- 19 2. Not place materials below or remove them from the ordinary high water line except as may  
20 be specified in the Contract.
- 21
- 22 3. Not allow equipment to enter waters of the State except as specified in the Contract.
- 23
- 24 4. Revegetate in accordance with the Plans, unless the Special Provisions permit otherwise.
- 25
- 26 5. Prevent any fish-threatening silt buildup on the bed or bottom of any body of water.
- 27
- 28 6. Ensure continuous stream flow downstream of the Work area.
- 29
- 30 7. Dispose of any project debris by removal, burning, or placement above high-water flows.
- 31
- 32 8. Immediately notify the Engineer and stop all work causing impacts, if at any time, as a result  
33 of project activities, fish are observed in distress or a fish kill occurs.
- 34
- 35
- 36

37 If the Work in (1) through (3) above differs little from what the Contract requires, the Contracting  
38 Agency will measure and pay for it at unit Contract prices. But if Contract items do not cover those  
39 areas, the Contracting Agency will pay pursuant to Section 1-09.4. Work in (4) through (8) above  
40 shall be incidental to Contract pay items.  
41

42 **1-07.5(3) State Department of Ecology**

43 This section is revised to read:

44 In doing the Work, the Contractor shall:

- 45 1. Comply with Washington State Water Quality Standards.
- 46
- 47 2. Perform Work in such a manner that all materials and substances not specifically identified  
48 in the Contract documents to be placed in the water do not enter waters of the State,  
49 including wetlands. These include, but are not limited to, petroleum products, hydraulic  
50 fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials and waste  
51  
52

1 from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other  
2 toxic or deleterious materials.

- 3
- 4 3. Use equipment that is free of external petroleum-based products.
- 5
- 6 4. Remove accumulations of soil and debris from drive mechanisms (wheels, tracks, tires)  
7 and undercarriage of equipment prior to using equipment below the ordinary high water  
8 line.
- 9
- 10 5. Clean loose dirt and debris from all materials placed below the ordinary high water line. No  
11 materials shall be placed below the ordinary high water line without the Engineer's  
12 concurrence.
- 13
- 14 6. When a violation of the Construction Stormwater General Permit (CSWGP) occurs,  
15 immediately notify the Engineer and fill out WSDOT Form 422-011, Contractor ECAP  
16 Report, and submit the form to the Engineer within 48 hours of the violation.
- 17
- 18 7. Once Physical Completion has been given, prepare a Notice of Termination (Ecology Form  
19 ECY 020-87) and submit the Notice of Termination electronically to the Engineer in a PDF  
20 format a minimum of 7 calendar days prior to submitting the Notice of Termination to  
21 Ecology.
- 22
- 23 8. Transfer the CSWGP coverage to the Contracting Agency when Physical Completion has  
24 been given and the Engineer has determined that the project site is not stabilized from  
25 erosion.
- 26
- 27 9. Submit copies of all correspondence with Ecology electronically to the Engineer in a PDF  
28 format within four calendar days.
- 29

### 30 **1-07.5(4) Air Quality**

31 This section is revised to read:

32  
33 The Contractor shall comply with all regional clean air authority and/or State Department of Ecology  
34 rules and regulations.

35  
36 The air quality permit process may include additional State Environment Policy Act (SEPA)  
37 requirements. Contractors shall contact the appropriate regional air pollution control authority well in  
38 advance of beginning Work.

39  
40 When the Work includes demolition or renovation of any existing facility or structure that contains  
41 Asbestos Containing Material (ACM) and/or Presumed Asbestos-Containing Material (PACM), the  
42 Contractor shall comply with the National Emission Standards for Hazardous Air Pollutants  
43 (NESHAP).

44  
45 Any requirements included in Federal and State regulations regarding air quality that applies to the  
46 "owner or operator" shall be the responsibility of the Contractor.

### 47 **1-07.7(1) General**

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

49  
50  
51 When the Contractor moves equipment or materials on or over Structures, culverts or pipes, the  
52 Contractor may operate equipment with only the load-limit restrictions in Section 1-07.7(2).  
53

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

2  
3 Unit prices shall cover all costs for operating over Structures, culverts and pipes.

4  
5 **1-07.9(2) Posting Notices**

6 The second sentence of the first paragraph (up until the colon) is revised to read:

7  
8 The Contractor shall ensure the most current edition of the following are posted:

9  
10 In items 1 through 10, the revision dates are deleted.

11  
12 **1-07.11(2) Contractual Requirements**

13 In this section, “creed” is revised to read “religion”.

14  
15 Item numbers 1 through 9 are revised to read 2 through 10, respectively.

16  
17 After the preceding Amendment is applied, the following new item number 1 is inserted:

- 18  
19 1. The Contractor shall maintain a Work site that is free of harassment, humiliation, fear, hostility  
20 and intimidation at all times. Behaviors that violate this requirement include but are not limited  
21 to:
- 22 a. Persistent conduct that is offensive and unwelcome.
  - 23 b. Conduct that is considered to be hazing.
  - 24 c. Jokes about race, gender, or sexuality that are offensive.
  - 25 d. Unwelcome, unwanted, rude or offensive conduct or advances of a sexual nature which  
26 interferes with a person’s ability to perform their job or creates an intimidating, hostile, or  
27 offensive work environment.
  - 28 e. Language or conduct that is offensive, threatening, intimidating or hostile based on race,  
29 gender, or sexual orientation.
  - 30 f. Repeating rumors about individuals in the Work Site that are considered to be harassing or  
31 harmful to the individual’s reputation.
- 32  
33  
34  
35  
36  
37  
38

39 **1-07.11(5) Sanctions**

40 This section is supplemented with the following:

41  
42 Immediately upon the Engineer’s request, the Contractor shall remove from the Work site any  
43 employee engaging in behaviors that promote harassment, humiliation, fear or intimidation including  
44 but not limited to those described in these specifications.

45  
46 **1-07.11(6) Incorporation of Provisions**

47 The first sentence is revised to read:

48  
49 The Contractor shall include the provisions of Section 1-07.11(2) Contractual Requirements (1)  
50 through (5) and the Section 1-07.11(5) Sanctions in every subcontract including procurement of  
51 materials and leases of equipment.

52  
53 **1-07.18 Public Liability and Property Damage Insurance**

1 Item number 1 is supplemented with the following new sentence:

2  
3 This policy shall be kept in force from the execution date of the Contract until the Physical Completion  
4 Date.

## 6 **SECTION 1-08, PROSECUTION AND PROGRESS**

7  
8 **January 2, 2018**

### 9 **1-08.5 Time for Completion**

10 Item number 2 of the sixth paragraph is supplemented with the following:

- 11  
12 f. A copy of the Notice of Termination sent to the Washington State Department of Ecology  
13 (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination  
14 by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not  
15 apply if the Construction Stormwater General Permit is transferred back to the Contracting  
16 Agency in accordance with Section 8-01.3(16).

### 17 18 **1-08.7 Maintenance During Suspension**

19 The fifth paragraph is revised to read:

20  
21 The Contractor shall protect and maintain all other Work in areas not used by traffic. All costs  
22 associated with protecting and maintaining such Work shall be the responsibility of the Contractor.

## 23 24 **SECTION 1-09, MEASUREMENT AND PAYMENT**

25  
26 **April 2, 2018**

### 27 **1-09.2(2) Specific Requirements for Batching Scales**

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

29  
30 Batching scales used for concrete or hot mix asphalt shall not be used for batching other materials.

## 31 32 **SECTION 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

33  
34 **April 2, 2018**

### 35 **2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters**

36 In item number 3 of the first paragraph, the second sentence is revised to read:

37  
38 For concrete pavement removal, a second vertical full depth relief saw cut offset 12 to 18 inches  
39 from and parallel to the initial saw cut is also required, unless the Engineer allows otherwise.

## 40 41 **SECTION 2-09, STRUCTURE EXCAVATION**

42  
43 **April 2, 2018**

### 44 **2-09.2 Materials**

45 In the first paragraph, the references to "Portland Cement" and "Aggregates for Portland Cement  
46 Concrete" are revised to read:

47  
48 Cement 9-01  
49 Fine Aggregate for Concrete 9-03.1(2)



1 **2-09.3(3)D Shoring and Cofferdams**

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

3  
4 Structural shoring and cofferdams shall be designed for conditions stated in this Section using  
5 methods shown in Division I Section 5 of the AASHTO *Standard Specifications for Highway Bridges*  
6 *Seventeenth Edition – 2002* for allowable stress design, or the AASHTO *LRFD Bridge Design*  
7 *Specifications* for load and resistance factor design.  
8

9 **SECTION 3-01, PRODUCTION FROM QUARRY AND PIT SITES**

10  
11 **April 2, 2018**

12 **3-01.1 Description**

13 The first paragraph is revised to read:

14  
15 This Work shall consist of manufacturing and producing crushed and screened aggregates including  
16 pit run aggregates of the kind, quality, and grading specified for use in the construction of concrete,  
17 hot mix asphalt, crushed surfacing, maintenance rock, ballast, gravel base, gravel backfill, gravel  
18 borrow, riprap, and bituminous surface treatments of all descriptions.  
19

20 **SECTION 4-04, BALLAST AND CRUSHED SURFACING**

21  
22 **April 2, 2018**

23 **4-04.3(5) Shaping and Compaction**

24 This section is supplemented with the following new paragraph:

25  
26 When using 100% Recycled Concrete Aggregate, the Contractor may submit a written request to  
27 use a test point evaluation for compaction acceptance testing in lieu of compacting to 95% of the  
28 standard density as determined by the requirements of Section 2-03.3(14)D. The test point  
29 evaluation shall be performed in accordance with SOP 738.  
30

31 **SECTION 5-01, CEMENT CONCRETE PAVEMENT REHABILITATION**

32  
33 **April 2, 2018**

34 **5-01.3(4) Replace Cement Concrete Panel**

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

36  
37 If the replacement panel is located in an area that will be ground as part of concrete pavement  
38 grinding in accordance with Section 5-01.3(9), the surface smoothness shall be measured, by the  
39 Contractor, in conjunction with the smoothness measurement done in accordance with Section 5-  
40 01.3(10).  
41

42 **SECTION 5-04, HOT MIX ASPHALT**

43  
44 **April 2, 2018**

45 **5-04.1 Description**

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

47  
48 The manufacture of HMA may include additives or processes that reduce the optimum mixing  
49 temperature (Warm Mix Asphalt) or serve as a compaction aid in accordance with these  
50 Specifications.

1  
2 **5-04.2 Materials**

3 The reference to “Warm Mix Asphalt Additive” is revised to read “HMA Additive”.

4  
5 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

6 The last bullet in the first paragraph is revised to read:

- 7  
8 • Do not include HMA additives that reduce the optimum mixing temperature or serve as a  
9 compaction aid when developing a mix design or submitting a mix design for QPL evaluation.  
10 The use of HMA additives is not part of the process for obtaining approval for listing a mix design  
11 on the QPL. Refer to Section 5-04.2(2)B.

12  
13 In the table, “WSDOT Standard Practice QC-8” is revised to read “WSDOT Standard Practice QC-8  
14 located in the WSDOT Materials Manual M 46-01”.

15  
16 **5-04.2(1)C Mix Design Resubmittal for QPL Approval**

17 Item number 3 of the first paragraph is revised to read:

- 18  
19 3. Changes in modifiers used in the asphalt binder.

20  
21 **5-04.2(2)B Using Warm Mix Asphalt Processes**

22 This section, including title, is revised to read:

23  
24 **5-04.2(2)B Using HMA Additives**

25 The Contractor may, at the Contractor’s discretion, elect to use additives that reduce the optimum  
26 mixing temperature or serve as a compaction aid for producing HMA. Additives include organic  
27 additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- 28  
29 • Do not use additives that reduce the mixing temperature in accordance with Section 5-  
30 04.3(6) in the production of High RAP/Any RAS mixtures.  
31  
32 • Before using additives, obtain the Engineer’s approval using WSDOT Form 350-076 to  
33 describe the proposed additive and process.

34  
35 **5-04.3(3)A Mixing Plant**

36 In item number 5 of the first paragraph, “WSDOT T 168” is revised to read “FOP for AASHTO T 168”.

37  
38 **5-04.3(4) Preparation of Existing Paved Surfaces**

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

40  
41 Unless otherwise allowed by the Engineer, use cationic emulsified asphalt CSS-1, CSS-1h, or  
42 Performance Graded (PG) asphalt for tack coat.

43  
44 **5-04.3(6) Mixing**

45 The first paragraph is revised to read:

46  
47 The asphalt supplier shall introduce recycling agent and anti-stripping additive, in the amount  
48 designated on the QPL for the mix design, into the asphalt binder prior to shipment to the asphalt  
49 mixing plant.

50  
51 The seventh paragraph is revised to read:

1 Upon discharge from the mixer, ensure that the temperature of the HMA does not exceed the  
2 optimum mixing temperature shown on the accepted Mix Design Report by more than 25°F, or as  
3 allowed by the Engineer. When an additive is included in the manufacture of HMA, do not heat the  
4 additive (at any stage of production including in binder storage tanks) to a temperature higher than  
5 the maximum recommended by the manufacturer of the additive.

#### 6 7 **5-04.3(7) Spreading and Finishing**

8 The last row of the table is revised to read:

9

$\frac{3}{8}$ inch	0.25 feet	0.30 feet
--------------------	-----------	-----------

#### 10 11 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

12 The following new paragraph is inserted after the first paragraph:

13  
14 The Contracting Agency's combined aggregate bulk specific gravity (Gsb) blend as shown on the  
15 HMA Mix Design will be used for VMA calculations until the Contractor submits a written request for  
16 a Gsb test. The new Gsb will be used in the VMA calculations for HMA from the date the Engineer  
17 receives the written request for a Gsb retest. The Contractor may request aggregate specific gravity  
18 (Gsb) testing be performed by the Contracting Agency twice per project. The Gsb blend of the  
19 combined stockpiles will be used to calculate voids in mineral aggregate (VMA) of any HMA  
20 produced after the new Gsb is determined.

#### 21 22 **5-04.3(9)A1 Test Section – When Required, When to Stop**

23 The following new row is inserted after the second row in Table 9:

24

VMA	Minimum PF <sub>i</sub> of 0.95 based on the criteria in Section 5-04.3(9)B4 <sup>2</sup>	None <sup>4</sup>
-----	---	-------------------

#### 25 26 **5-04.3(9)A2 Test Section – Evaluating the HMA Mixture in a Test Section**

27 In Table 9a, the test property “Gradation, Asphalt Binder, and V<sub>a</sub>” is revised to read “Gradation, Asphalt  
28 Binder, VMA, and V<sub>a</sub>”

#### 29 30 **5-04.3(9)B3 Mixture Statistical Evaluation – Acceptance Testing**

31 In Table 11, “V<sub>a</sub>” is revised to read “VMA and V<sub>a</sub>”

#### 32 33 **5-04.3(9)B5 Mixture Statistical Evaluation – Composite Pay Factors (CPF)**

34 The following new row is inserted above the last row in Table 12:

35

Voids in Mineral Aggregate (VMA)	2
-------------------------------------	---

#### 36 37 **5-04.3(9)B7 Mixture Statistical Evaluation – Retests**

38 The second to last sentence is revised to read:

39  
40 The sample will be tested for a complete gradation analysis, asphalt binder content, VMA and V<sub>a</sub>,  
41 and the results of the retest will be used for the acceptance of the HMA mixture in place of the original  
42 mixture subplot sample test results.

#### 43 44 **5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots**

45 The bulleted item in the fourth paragraph is revised to read:

- For a compaction lot in progress with a compaction CPF less than 0.75 using an LSL = 91.0, a new compaction lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.

**5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing**

In the table, “WSDOT FOP for AASHTO T 355” is revised to read “FOP for AASHTO T 355”.

**5-04.3(10)C3 HMA Statistical Compaction – Price Adjustments**

In the first paragraph, “WSDOT FOP for AASHTO T 355” is revised to read “FOP for AASHTO T 355”.

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

For each HMA compaction lot (that is accepted by Statistical Evaluation) which does not meet the criteria in the preceding paragraph, the compaction lot shall be evaluated in accordance with Section 1-06.2(2)D5 to determine the appropriate Composite Pay Factor (CPF).

The last two paragraphs are revised to read:

Determine the Compaction Price Adjustment (CPA) from the table below, selecting the equation for CPA that corresponds to the value of CPF determined above.

<b>Calculating HMA Compaction Price Adjustment (CPA)</b>	
<b>Value of CPF</b>	<b>Equation for Calculating CPA</b>
When CPF > 1.00	CPA = [0.80 x (CPF – 1.00)] x Q x UP
When CPF = 1.00	CPA = \$0
When CPF < 1.0	CPA = [0.40 x (CPF – 1.00)] x Q x UP

Where

CPA = Compaction Price Adjustment for the compaction lot (\$)

CPF = Composite Pay Factor for the compaction lot (maximum is 1.05)

Q = Quantity in the compaction lot (tons)

UP = Unit price of the HMA in the compaction lot (\$/ton)

**5-04.3(13) Surface Smoothness**

The second to last paragraph is revised to read:

When concrete pavement is to be placed on HMA, the surface tolerance of the HMA shall be such that no surface elevation lies above the Plan grade minus the specified Plan depth of concrete pavement. Prior to placing the concrete pavement, bring any such irregularities to the required tolerance by grinding or other means allowed by the Engineer.

**5-04.5 Payment**

The paragraph following the Bid item “Crack Sealing-LF”, per linear foot is revised to read:

The unit Contract price per linear foot for “Crack Sealing-LF” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4)A.

**SECTION 5-05, CEMENT CONCRETE PAVEMENT**

**April 2, 2018**

1 **5-05.1 Description**

2 In the first paragraph, “portland cement concrete” is revised to read “cement concrete”.

3  
4 **5-05.2 Materials**

5 In the first paragraph, the reference to “Portland Cement” is revised to read:

6  
7 Cement 9-01

8  
9 **5-05.3(1) Concrete Mix Design for Paving**

10 The table title in item number 4 is revised to read **Concrete Batch Weights**.

11  
12 In item 4a, “Portland Cement” is revised to read “Cement”.

13  
14 **5-05.3(4) Measuring and Batching Materials**

15 Item number 2 is revised to read:

- 16  
17 2. **Batching Materials** – On all projects requiring more than 2,500 cubic yards of concrete for  
18 paving, the batching plant shall be equipped to proportion aggregates and cement by weight by  
19 means of automatic and interlocked proportioning devices of accepted type.  
20

21 **5-05.3(4)A Acceptance of Portland Cement Concrete Pavement**

22  
23 This section’s title is revised to read:

24  
25 **Acceptance of Portland Cement or Blended Hydraulic Cement Concrete Pavement**

26  
27 The first sentence is revised to read:

28  
29 Acceptance of portland cement or blended hydraulic cement concrete pavement shall be as provided  
30 under statistical or nonstatistical acceptance.  
31

32 **5-05.4 Measurement**

33 The last paragraph is revised to read:

34  
35 The calculation for cement concrete compliance adjustment is the volume of concrete represented  
36 by the CPF and the Thickness deficiency adjustment.  
37

38 **5-05.5 Payment**

39 The bid item “Portland Cement Concrete Compliance Adjustment”, by calculation, and the paragraph  
40 following this bid item are revised to read:

41  
42 “Cement Concrete Compliance Adjustment”, by calculation.  
43

44 Payment for “Cement Concrete Compliance Adjustment” will be calculated by multiplying the unit  
45 Contract price for the cement concrete pavement, times the volume for adjustment, times the percent  
46 of adjustment determined from the calculated CPF and the Deficiency Adjustment listed in Section  
47 5-05.5(1)A.  
48

49 **SECTION 6-01, GENERAL REQUIREMENTS FOR STRUCTURES**

50  
51 **January 2, 2018**

52 **6-01.10 Utilities Supported by or Attached to Bridges**

1 In the third paragraph, “Federal Standard 595” is revised to read “SAE AMS Standard 595”.

2  
3 **6-01.12 Final Cleanup**

4 The second paragraph is deleted.

5  
6 **SECTION 6-02, CONCRETE STRUCTURES**

7  
8 **April 2, 2018**

9 **6-02.1 Description**

10 The first sentence is revised to read:

11  
12 This Work consists of the construction of all Structures (and their parts) made of portland cement or  
13 blended hydraulic cement concrete with or without reinforcement, including bridge approach slabs.

14  
15 **6-02.2 Materials**

16 In the first paragraph, the references to “Portland Cement” and “Aggregates for Portland Cement  
17 Concrete” are revised to read:

18  
19 Cement 9-01  
20 Aggregates for Concrete 9-03.1

21  
22 **6-02.3(2) Proportioning Materials**

23 The second paragraph is revised to read:

24  
25 Unless otherwise specified, the Contractor shall use Type I or II portland cement or blended hydraulic  
26 cement in all concrete as defined in Section 9-01.2(1).

27  
28 **6-02.3(2)A Contractor Mix Design**

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

30  
31 For all other concrete, air content shall be a minimum of 4.5 percent and a maximum of 7.5 percent  
32 for all concrete placed above the finished ground line unless noted otherwise.

33  
34 **6-02.3(2)A1 Contractor Mix Design for Concrete Class 4000D**

35 Item number 5 of the first paragraph is deleted.

36  
37 Item number 6 of the first paragraph (after the preceding Amendment is applied) is renumbered to 5.

38  
39 **6-02.3(2)B Commercial Concrete**

40 The second paragraph is revised to read:

41  
42 Where concrete Class 3000 is specified for items such as, culvert headwalls, plugging culverts,  
43 concrete pipe collars, pipe anchors, monument cases, Type PPB, PS, I, FB and RM signal  
44 standards, pedestals, cabinet bases, guardrail anchors, fence post footings, sidewalks, concrete  
45 curbs, curbs and gutters, and gutters, the Contractor may use commercial concrete. If commercial  
46 concrete is used for sidewalks, concrete curbs, curbs and gutters, and gutters, it shall have a  
47 minimum cementitious material content of 564 pounds per cubic yard of concrete, shall be air  
48 entrained, and the tolerances of Section 6-02.3(5)C shall apply.

49  
50 **6-02.3(4)D Temperature and Time For Placement**

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

1 The upper temperature limit for placement for Class 4000D concrete may be increased to a  
2 maximum of 80°F if allowed by the Engineer.

### 3 4 **6-02.3(5)C Conformance to Mix Design**

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

- 6  
7 1. Cement weight plus 5 percent or minus 1 percent of that specified in the mix design.

### 8 9 **6-02.3(6)A1 Hot Weather Protection**

10 The first paragraph is revised to read:

11  
12 The Contractor shall provide concrete within the specified temperature limits. Cooling of the coarse  
13 aggregate piles by sprinkling with water is permitted provided the moisture content is monitored, the  
14 mixing water is adjusted for the free water in the aggregate and the coarse aggregate is removed  
15 from at least 1 foot above the bottom of the pile. Sprinkling of fine aggregate piles with water is not  
16 allowed. Refrigerating mixing water or replacing all or part of the mixing water with crushed ice is  
17 permitted, provided the ice is completely melted by placing time.

18  
19 The second sentence of the second paragraph is revised to read:

20  
21 These surfaces include forms, reinforcing steel, steel beam flanges, and any others that touch the  
22 concrete.

### 23 24 **6-02.3(10)D4 Monitoring Bridge Deck Concrete Temperature After Placement**

25 This section, including title, is revised to read:

#### 26 27 **6-02.3(10)D4 Vacant**

### 28 29 **6-02.3(10)D5 Bridge Deck Concrete Finishing and Texturing**

30 In the third subparagraph of the first paragraph, the last sentence is revised to read:

31  
32 The Contractor shall texture the bridge deck surface to within 3-inches minimum and 24-inches  
33 maximum of the edge of concrete at expansion joints, within 1-foot minimum and 2-foot maximum  
34 of the curb line, and within 3-inches minimum and 9-inches maximum of the perimeter of bridge drain  
35 assemblies.

### 36 37 **6-02.3(10)F Bridge Approach Slab Orientation and Anchors**

38 The last paragraph is deleted.

### 39 40 **6-02.3(13)A Strip Seal Expansion Joint System**

41 In item number 3 of the third paragraph, "Federal Standard 595" is revised to read "SAE AMS Standard  
42 595".

### 43 44 **6-02.3(23) Opening to Traffic**

45 This section is supplemented with the following new paragraph:

46  
47 After curing bridge approach slabs in accordance with Section 6-02.3(11), the  
48 bridge approach slabs may be opened to traffic when a minimum compressive strength  
49 of 2,500 psi is achieved.

### 50 51 **6-02.3(24)C Placing and Fastening**

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

1 All epoxy-coated bars in the top mat of the bridge deck shall be tied at all intersections, however  
2 they may be tied at alternate intersections when spacing is less than 1 foot in each direction and  
3 they are supported by continuous supports meeting all other requirements of supports for epoxy-  
4 coated bars.

5  
6 The sixth paragraph (excluding the numbered list) is revised to read:

7  
8 Precast concrete supports (or other accepted devices) shall be used to maintain the concrete  
9 coverage required by the Plans. The precast concrete supports shall:

10  
11 Item number 2 of the sixth paragraph is revised to read:

- 12  
13 2. Have a compressive strength equal to or greater than that of the concrete in which they are  
14 embedded.

15  
16 The first sentence of the seventh paragraph is revised to read:

17  
18 In slabs, each precast concrete support shall have either: (1) a grooved top that will hold the  
19 reinforcing bar in place, or (2) an embedded wire that protrudes and is tied to the reinforcing steel.

20  
21 The eighth paragraph is revised to read:

22  
23 Precast concrete supports may be accepted based on a Manufacturer's Certificate of Compliance.

24  
25 The ninth paragraph (excluding the numbered list) is revised to read:

26  
27 In lieu of precast concrete supports, the Contractor may use metal or all-plastic supports to hold  
28 uncoated bars. Any surface of a metal support that will not be covered by at least ½ inch of concrete  
29 shall be one of the following:

30  
31 The tenth paragraph is revised to read:

32  
33 In lieu of precast concrete supports, epoxy-coated reinforcing bars may be supported by one of the  
34 following:

- 35  
36 1. Metal supports coated entirely with a dielectric material such as epoxy or plastic,  
37  
38 2. Other epoxy-coated reinforcing bars, or  
39  
40 3. All-plastic supports.

41  
42 The following new paragraph is inserted after the tenth paragraph:

43  
44 Damaged coatings on metal bar supports shall be repaired prior to placing concrete.

45  
46 The twelfth paragraph (after the preceding Amendment is applied) is revised to read:

47  
48 All-plastic supports shall be lightweight, non-porous, and chemically inert in concrete. All-plastic  
49 supports shall have rounded seatings, shall not deform under load during normal temperatures, and  
50 shall not shatter or crack under impact loading in cold weather. All-plastic supports shall be placed  
51 at spacings greater than 1 foot along the bar and shall have at least 25 percent of their gross place  
52 area perforated to compensate for the difference in the coefficient of thermal expansion between



1 plastic and concrete. The shape and configuration of all-plastic supports shall permit complete  
2 concrete consolidation in and around the support.

3  
4 The thirteenth paragraph (after the preceding Amendment is applied) is revised to read:

5  
6 A “mat” is two adjacent and perpendicular layers of reinforcing steel. In bridge decks, top and bottom  
7 mats shall be supported adequately enough to hold both in their proper positions. If bar supports  
8 directly support, or are directly supported on No. 4 bars, they shall be spaced at not more than 3-  
9 foot intervals (or not more than 4-foot intervals for bars No. 5 and larger). Wire ties to girder stirrups  
10 shall not be considered as supports. To provide a rigid mat, the Contractor shall add other supports  
11 and tie wires to the top mat as needed.

### 12 13 **6-02.3(27) Concrete for Precast Units**

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

15  
16 Type III portland cement or blended hydraulic cement is permitted to be used in precast concrete  
17 units.

### 18 19 **6-02.3(28)B Curing**

20 In the second paragraph, the reference to Section 6-02.3(25)B is revised to read Section 6-02.3(25)C.

### 21 22 **6-02.3(28)D Contractors Control Strength**

23 In the first paragraph, “WSDOT FOP for AASHTO T 23” is revised to read “FOP for AASHTO T 23”.

## 24 25 **SECTION 6-05, PILING**

26  
27 **January 2, 2018**

### 28 **6-05.3(9)A Pile Driving Equipment Approval**

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

30  
31 For prestressed concrete piles, the allowable driving stress in kips per square inch shall be  $0.095 \cdot$   
32  $\sqrt{f'_c}$  plus prestress in tension, and  $0.85f'_c$  minus prestress in compression, where  $f'_c$  is the concrete  
33 compressive strength in kips per square inch.

## 34 35 **SECTION 6-07, PAINTING**

36  
37 **January 2, 2018**

### 38 **6-07.3(6)A Paint Containers**

39 In item number 2 of the first paragraph, “Federal Standard 595” is revised to read “SAE AMS Standard  
40 595”.

## 41 42 **SECTION 6-08, BITUMINOUS SURFACING ON STRUCTURE DECKS**

43  
44 **January 2, 2018**

### 45 **6-08.3(7)A Concrete Deck Preparation**

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

47  
48 The Contractor, with the Engineer, shall inspect the exposed concrete deck to establish the extent  
49 of bridge deck repair in accordance with Section 6-09.3(6).

1 **SECTION 6-09, MODIFIED CONCRETE OVERLAYS**

2  
3 **January 2, 2018**

4 **6-09.3 Construction Requirements**

5 This section is supplemented with the following new subsection:

6  
7 **6-09.3(15) Sealing and Texturing Concrete Overlay**

8 After the requirements for checking for bond have been met, all joints and visible cracks shall be  
9 filled and sealed with a high molecular weight methacrylate resin (HMWM). The Contractor may use  
10 compressed air to accelerate drying of the deck surface for crack identification and sealing. Cracks  
11 1/16 inch and greater in width shall receive two applications of HMWM. Immediately following the  
12 application of HMWM, the wetted surface shall be coated with sand for abrasive finish.

13  
14 After all cracks have been filled and sealed and the HMWM resin has cured, the concrete overlay  
15 surface shall receive a longitudinally sawn texture in accordance with Section 6-02.3(10)D5.

16  
17 Traffic shall not be permitted on the finished concrete until it has reached a minimum compressive  
18 strength of 3,000 psi as verified by rebound number determined in accordance with ASTM C805 and  
19 the longitudinally sawn texture is completed.

20  
21 **6-09.3(1)B Rotary Milling Machines**

22 This section is revised to read:

23  
24 Rotary milling machines used to remove an upper layer of existing concrete overlay, when present,  
25 shall have a maximum operating weight of 50,000 pounds and conform to Section 6-08.3(5)B.

26  
27 **6-09.3(1)C Hydro-Demolition Machines**

28 The first sentence of this section is revised to read:

29  
30 Hydro-demolition machines shall consist of filtering and pumping units operating in conjunction with  
31 a remote-controlled robotic device, using high-velocity water jets to remove sound concrete to the  
32 nominal scarification depth shown in the Plans with a single pass of the machine, and with the  
33 simultaneous removal of deteriorated concrete.

34  
35 **6-09.3(1)D Shot Blasting Machines**

36 This section, including title, is revised to read:

37  
38 **6-09.3(1)D Vacant**

39  
40 **6-09.3(2) Submittals**

41 Item number 1 and 2 are revised to read:

- 42  
43 1. A Type 1 Working Drawing consisting of catalog cuts and operating parameters of the hydro-  
44 demolition machine selected by the Contractor for use in this project to scarify concrete  
45 surfaces.  
46  
47 2. A Type 1 Working Drawing consisting of catalog cuts, operating parameters, axle loads, and  
48 axle spacing of the rotary milling machine (if used to remove an upper layer of existing concrete  
49 overlay when present).

50  
51 The first sentence of item number 3 is revised to read:

52  
53 A Type 2 Working Drawing of the Runoff Water Disposal Plan.

1  
2 **6-09.3(5)A General**

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

4  
5 All areas of the deck that are inaccessible to the selected scarifying machine shall be scarified to  
6 remove the concrete surface matrix to a maximum nominal scarification depth shown in the Plans  
7 by a method acceptable to the Engineer.

8  
9 This section is supplemented with the following:

10  
11 Concrete process water generated by scarifying concrete surface and removing existing concrete  
12 overlay operations shall be contained, collected, and disposed of in accordance with Section 5-  
13 01.3(11) and Section 6-09.3(5)C, and the Section 6-09.3(2) Runoff Water Disposal Plan.

14  
15 **6-09.3(5)B Testing of Hydro-Demolition and Shot Blasting Machines**

16 This section's title is revised to read:

17  
18 **Testing of Hydro-Demolition Machines**

19  
20 The second paragraph is revised to read:

21  
22 In the "sound" area of concrete, the equipment shall be programmed to remove concrete to the  
23 nominal scarification depth shown in the Plans with a single pass of the machine.

24  
25 **6-09.3(5)D Shot Blasting**

26 This section, including title, is revised to read:

27  
28 **6-09.3(5)D Vacant**

29  
30 **6-09.3(5)E Rotomilling**

31 This section, including title, is revised to read:

32  
33 **6-09.3(5)E Removing Existing Concrete Overlay Layer by Rotomilling**

34 When the Contractor elects to remove the upper layer of existing concrete overlay, when present,  
35 by rotomilling prior to final scarifying, the entire concrete surface of the bridge deck shall be milled  
36 to remove the surface matrix to the depth specified in the Plans with a tolerance as specified in  
37 Section 6-08.3(5)B. The operating parameters of the rotary milling machine shall be monitored in  
38 order to prevent the unnecessary removal of concrete below the specified removal depth.

39  
40 **6-09.3(6) Further Deck Preparation**

41 The first paragraph is revised to read::

42  
43 Once the lane or strip being overlaid has been cleaned of debris from scarifying, the Contractor, with  
44 the Engineer, shall perform a visual inspection of the scarified surface. The Contractor shall mark  
45 those areas of the existing bridge deck that are authorized by the Engineer for further deck  
46 preparation by the Contractor.

47  
48 Item number 4 of the second paragraph is deleted.

49  
50 The first sentence of the third paragraph is deleted.

51  
52 **6-09.3(6)A Equipment for Further Deck Preparation**

53 This section is revised to read:

1  
2 Further deck preparation shall be performed using either power driven hand tools conforming to  
3 Section 6-09.3(1)A, or hydro-demolition machines conforming to Section 6-09.3(1)C.

4  
5 **6-09.3(6)B Deck Repair Preparation**

6 The second paragraph is deleted.

7  
8 The last sentence of the second paragraph (after the preceding Amendment is applied) is revised to read:

9  
10 In no case shall the depth of a sawn vertical cut exceed  $\frac{3}{4}$  inch or to the top of the top steel reinforcing  
11 bars, whichever is less.

12  
13 The first sentence of the third to last paragraph is revised to read:

14  
15 Where existing steel reinforcing bars inside deck repair areas show deterioration greater than 20-  
16 percent section loss, the Contractor shall furnish and place steel reinforcing bars alongside the  
17 deteriorated bars in accordance with the details shown in the Standard Plans.

18  
19 The last paragraph is deleted.

20  
21 **6-09.3(7) Surface Preparation for Concrete Overlay**

22 The first seven paragraphs are deleted and replaced with the following:

23  
24 Following the completion of any required further deck preparation the entire lane or strip being  
25 overlaid shall be cleaned to be free from oil and grease, rust and other foreign material that may still  
26 be present. These materials shall be removed by detergent-cleaning or other method accepted by  
27 the Engineer followed by sandblasting.

28  
29 After detergent cleaning and sandblasting is completed, the entire lane or strip being overlaid shall  
30 be swept clean in final preparation for placing concrete using either compressed air or vacuum  
31 machines.

32  
33 Hand tool chipping, sandblasting and cleaning in areas adjacent to a lane or strip being cleaned in  
34 final preparation for placing concrete shall be discontinued when final preparation is begun.  
35 Scarifying and hand tool chipping shall remain suspended until the concrete has been placed and  
36 the requirement for curing time has been satisfied. Sandblasting and cleaning shall remain  
37 suspended for the first 24 hours of curing time after the completion of concrete placing.

38  
39 Scarification, and removal of the upper layer of concrete overlay when present, may proceed during  
40 the final cleaning and overlay placement phases of the Work on adjacent portions of the Structure  
41 so long as the scarification and concrete overlay removal operations are confined to areas which are  
42 a minimum of 100 feet away from the defined limits of the final cleaning or overlay placement in  
43 progress. If the scarification and concrete overlay removal impedes or interferes in any way with the  
44 final cleaning or overlay placement as determined by the Engineer, the scarification and concrete  
45 overlay removal Work shall be terminated immediately and the scarification and concrete overlay  
46 removal equipment removed sufficiently away from the area being prepared or overlaid to eliminate  
47 the conflict. If the grade is such that water and contaminants from the scarification and concrete  
48 overlay removal operation will flow into the area being prepared or overlaid, the scarification and  
49 concrete overlay removal operation shall be terminated and shall remain suspended for the first 24  
50 hours of curing time after the completion of concrete placement.

51  
52 **6-09.3(12) Finishing Concrete Overlay**

53 The third paragraph is deleted.

1  
2 The last paragraph is deleted.

3  
4 **6-09.3(13) Curing Concrete Overlay**

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

6  
7 As the finishing operation progresses, the concrete shall be immediately covered with a single layer  
8 of clean, new or used, wet burlap.

9  
10 The last sentence of the second paragraph is deleted.

11  
12 The following two new paragraphs are inserted after the second paragraph:

13  
14 As an alternative to the application of burlap and fog spraying described above, the Contractor may  
15 propose a curing system using proprietary curing blankets specifically manufactured for bridge deck  
16 curing. The Contractor shall submit a Type 2 Working Drawing consisting of details of the proprietary  
17 curing blanket system, including product literature and details of how the system is to be installed  
18 and maintained.

19  
20 The wet curing regimen as described shall remain in place for a minimum of 42-hours.

21  
22 The last paragraph is deleted.

23  
24 **6-09.3(14) Checking for Bond**

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

26  
27 After the requirements for curing have been met, the entire overlaid surface shall be sounded by the  
28 Contractor, in a manner accepted by and in the presence of the Engineer, to ensure total bond of  
29 the concrete to the bridge deck.

30  
31 The last sentence of the first paragraph is deleted.

32  
33 The second paragraph is deleted.

34  
35 **SECTION 6-10, CONCRETE BARRIER**

36  
37 **April 2, 2018**

38 **6-10.2 Materials**

39 In the first paragraph, the reference to "Portland Cement" is revised to read:

40  
41 Cement 9-01

42  
43 **SECTION 6-11, REINFORCED CONCRETE WALLS**

44  
45 **April 2, 2018**

46 **6-11.2 Materials**

47 In the first paragraph, the reference to "Aggregates for Portland Cement Concrete" is revised to read:

48  
49 Aggregates for Concrete 9-03.1

50  
51 **SECTION 6-12, NOISE BARRIER WALLS**

1  
2 **April 2, 2018**

3 **6-12.2 Materials**

4 In the first paragraph, the reference to “Aggregates for Portland Cement Concrete” is revised to read:

5  
6       Aggregates for Concrete       9-03.1  
7

8 **SECTION 6-13, STRUCTURAL EARTH WALLS**

9  
10 **April 2, 2018**

11 **6-13.2 Materials**

12 In the first paragraph, the reference to “Aggregates for Portland Cement Concrete” is revised to read:

13  
14       Aggregates for Concrete       9-03.1  
15

16 **SECTION 6-14, GEOSYNTHETIC RETAINING WALLS**

17  
18 **April 2, 2018**

19 **6-14.2 Materials**

20 In the first paragraph, the references to “Portland Cement” and “Aggregates for Portland Cement  
21 Concrete” are revised to read:

22  
23       Cement                               9-01  
24       Aggregates for Concrete       9-03.1  
25

26 **SECTION 6-16, SOLDIER PILE AND SOLDIER PILE TIEBACK WALLS**

27  
28 **April 2, 2018**

29 **6-16.2 Materials**

30 In the first paragraph, the reference to “Aggregates for Portland Cement Concrete” is revised to read:

31  
32       Aggregates for Concrete       9-03.1  
33

34 **SECTION 6-18, SHOTCRETE FACING**

35  
36 **January 2, 2018**

37 **6-18.3(3) Testing**

38 In the last sentence of the first paragraph, “AASHTO T 24” is revised to read “ASTM C1604”.

39  
40 **6-18.3(3)B Production Testing**

41 In the last sentence, “AASHTO T 24” is revised to read “ASTM C1604”.

42  
43 **6-18.3(4) Qualifications of Contractor’s Personnel**

44 In the last sentence of the second paragraph, “AASHTO T 24” is revised to read “ASTM C1604”.

45  
46 **SECTION 6-19, SHAFTS**

47  
48 **April 2, 2018**

49 **6-19.2 Materials**

1 In the first paragraph, the references to “Portland Cement” and “Aggregates for Portland Cement  
2 Concrete” are revised to read:

3  
4 Cement 9-01  
5 Aggregates for Concrete 9-03.1

6  
7 **6-19.3(3)C Conduct of Shaft Casing Installation and Removal and Shaft  
8 Excavation Operations**

9 The first paragraph is supplemented with the following:

10  
11 In no case shall shaft excavation and casing placement extend below the bottom of shaft excavation  
12 as shown in the Plans.

13  
14 **6-19.3(6)E Thermal Wire and Thermal Access Point (TAPS)**

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

16  
17 The thermal wire shall extend from the bottom of the reinforcement cage to the top of the shaft, with  
18 a minimum of 5-feet of slack wire provided above the top of shaft.

19  
20 The following new sentence is inserted after the third sentence of the third paragraph:

21  
22 All thermal wires in a shaft shall be equal lengths.

23  
24 **SECTION 7-02, CULVERTS**

25  
26 **April 2, 2018**

27 **7-02.2 Materials**

28 In the first paragraph, the references to “Portland Cement” and “Aggregates for Portland Cement  
29 Concrete” are revised to read:

30  
31 Cement 9-01  
32 Aggregates for Concrete 9-03.1

33  
34 **7-02.3(6)A4 Excavation and Bedding Preparation**

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

36  
37 The bedding course shall be a 6-inch minimum thickness layer of culvert bedding material, defined  
38 as granular material either conforming to Section 9-03.12(3) or to AASHTO Grading No. 57 as  
39 specified in Section 9-03.1(4)C.

40  
41 **SECTION 7-08, GENERAL PIPE INSTALLATION REQUIREMENTS**

42  
43 **April 2, 2018**

44 **7-08.3(3) Backfilling**

45 The fifth sentence of the fourth paragraph is revised to read:

46  
47 All compaction shall be in accordance with the Compaction Control Test of Section 2-03.3(14)D  
48 except in the case that 100% Recycled Concrete Aggregate is used.

49  
50 The following new sentences are inserted after the fifth sentence of the fourth paragraph:

1 When 100% Recycled Concrete Aggregate is used, the Contractor may submit a written request to  
2 use a test point evaluation for compaction acceptance. Test Point evaluation shall be performed in  
3 accordance with SOP 738.  
4

## 5 **SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL**

6 **April 2, 2018**

### 7 **8-01.1 Description**

8 This section is revised to read:  
9

10  
11 This Work consists of furnishing, installing, maintaining, removing and disposing of best  
12 management practices (BMPs), as defined in the Washington Administrative Code (WAC) 173-  
13 201A, to manage erosion and water quality in accordance with these Specifications and as shown  
14 in the Plans or as designated by the Engineer.  
15

16 The Contracting Agency may have a National Pollution Discharge Elimination System Construction  
17 Stormwater General Permit (CSWGP) as identified in the Contract Special Provisions. The  
18 Contracting Agency may or may not transfer coverage of the CSWGP to the Contractor when a  
19 CSWGP has been obtained. The Contracting Agency may not have a CSWGP for the project but  
20 may have another water quality related permit as identified in the Contract Special Provisions or the  
21 Contracting Agency may not have water quality related permits but the project is subject to applicable  
22 laws for the Work. Section 8-01 covers all of these conditions.  
23

### 24 **8-01.2 Materials**

25 The first paragraph is revised to read:  
26

27 Materials shall meet the requirements of the following sections:  
28

29	Corrugated Polyethylene Drain Pipe	9-05.1(6)
30	Quarry Spalls	9-13
31	Erosion Control and Roadside Planting	9-14
32	Construction Geotextile	9-33

### 33 **8-01.3(1) General**

34 This section is revised to read:  
35

36  
37 Adaptive management shall be employed throughout the duration of the project for the  
38 implementation of erosion and water pollution control permit requirements for the current condition  
39 of the project site. The adaptive management includes the selection and utilization of BMPs,  
40 scheduling of activities, prohibiting unacceptable practices, implementing maintenance procedures,  
41 and other managerial practices that when used singularly or in combination, prevent or reduce the  
42 release of pollutants to waters of the State. The adaptive management shall use the means and  
43 methods identified in this section and means and methods identified in the Washington State  
44 Department of Transportation's Temporary Erosion and Sediment Control Manual or the Washington  
45 State Department of Ecology's Stormwater Management Manuals for construction stormwater.  
46

47 The Contractor shall install a high visibility fence along the site preservation lines shown in the Plans  
48 or as instructed by the Engineer.  
49

50 Throughout the life of the project, the Contractor shall preserve and protect the delineated  
51 preservation area, acting immediately to repair or restore any fencing damaged or removed.  
52



1 All discharges to surface waters shall comply with surface water quality standards as defined in  
2 Washington Administrative Code (WAC) Chapter 173-201A. All discharges to the ground shall  
3 comply with groundwater quality standards WAC Chapter 173-200.

4  
5 The Contractor shall comply with the CSWGP when the project is covered by the CSWGP.  
6 Temporary Work, at a minimum, shall include the implementation of:

- 7  
8 1. Sediment control measures prior to ground disturbing activities to ensure all discharges  
9 from construction areas receive treatment prior to discharging from the site.  
10  
11 2. Flow control measures to prevent erosive flows from developing.  
12  
13 3. Water management strategies and pollution prevention measures to prevent contamination  
14 of waters that will be discharged to surface waters or the ground.  
15  
16 4. Erosion control measures to stabilize erodible earth not being worked.  
17  
18 5. Maintenance of BMPs to ensure continued compliant performance.  
19  
20 6. Immediate corrective action if evidence suggests construction activity is not in compliance.  
21 Evidence includes sampling data, olfactory or visual evidence such as the presence of  
22 suspended sediment, turbidity, discoloration, or oil sheen in discharges.  
23

24 To the degree possible, the Contractor shall coordinate this temporary Work with permanent  
25 drainage and erosion control Work the Contract requires.

26  
27 Clearing, grubbing, excavation, borrow, or fill within the Right of Way shall never expose more  
28 erodible earth than as listed below:  
29

<b>Western Washington (West of the Cascade Mountain Crest)</b>		<b>Eastern Washington (East of the Cascade Mountain Crest)</b>	
May 1 through September 30	17 Acres	April 1 through October 31	17 Acres
October 1 through April 30	5 Acres	November 1 through March 31	5 Acres

30  
31 The Engineer may increase or decrease the limits based on project conditions.

32  
33 Eroderible earth is defined as any surface where soils, grindings, or other materials may be capable  
34 of being displaced and transported by rain, wind, or surface water runoff.

35  
36 Eroderible earth not being worked, whether at final grade or not, shall be covered within the specified  
37 time period (see the table below), using BMPs for erosion control.  
38

<b>Western Washington (West of the Cascade Mountain Crest)</b>		<b>Eastern Washington (East of the Cascade Mountain Crest)</b>	
October 1 through April 30	2 days maximum	October 1 through June 30	5 days maximum

May 1 to September 30	7 days maximum	November 1 through March 31	10 days maximum
--------------------------	-------------------	-----------------------------------	--------------------

When applicable, the Contractor shall be responsible for all Work required for compliance with the CSWGP including annual permit fees.

If the Engineer, under Section 1-08.6, orders the Work suspended, the Contractor shall continue to comply with this division during the suspension.

Nothing in this Section shall relieve the Contractor from complying with other Contract requirements.

**8-01.3(1)A Submittals**

This section's content is deleted.

This section is supplemented with the following new subsection:

**8-01.3(1)A1 Temporary Erosion and Sediment Control**

A Temporary Erosion and Sediment Control (TESC) plan consists of a narrative section and plan sheets that meets the Washington State Department of Ecology's Stormwater Pollution Prevention Plan (SWPPP) requirement in the CSWGP. Abbreviated TESC plans are not required to include plan sheets and are used on small projects that disturb soil and have the potential to discharge but are not covered by the CSWGP. The contract uses the term "TESC plan" to describe both TESC plans and abbreviated TESC plans. When the Contracting Agency has developed a TESC plan for a Contract, the narrative is included in the appendix to the Special Provisions and the TESC plan sheets, when required, are included in the Contract Plans. The Contracting Agency TESC plan will not include off-site areas used to directly support construction activity.

The Contractor shall either adopt the TESC Plan in the Contract or develop a new TESC Plan. If the Contractor adopts the Contracting Agency TESC Plan, the Contractor shall modify the TESC Plan to meet the Contractor's schedule, method of construction, and to include off-site areas that will be used to directly support construction activity such as equipment staging yards, material storage areas, or borrow areas. Contractor TESC Plans shall include all high visibility fence delineation shown on the Contracting Agency Contract Plans. All TESC Plans shall meet the requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109 and be adaptively managed as needed throughout construction based on site inspections and discharge samples to maintain compliance with the CSWGP. The Contractor shall develop a schedule for implementation of the TESC work and incorporate it into the Contractor's progress schedule.

The Contractor shall submit their TESC Plan (either the adopted plan or new plan) and implementation schedule as Type 2 Working Drawings. At the request of the Engineer, updated TESC Plans shall be submitted as Type 1 Working Drawings.

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

This section is revised to read:

The Contractor shall identify the ESC Lead at the preconstruction discussions and in the TESC Plan. The ESC Lead shall have, for the life of the Contract, a current Certificate of Training in Construction Site Erosion and Sediment Control from a course approved by the Washington State Department of Ecology. The ESC Lead must be onsite or on call at all times throughout construction. The ESC Lead shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The ESC Lead shall implement the TESC Plan. Implementation shall include, but is not limited to:

- 1
- 2 1. Installing, adaptively managing, and maintaining temporary erosion and sediment control
- 3 BMPs to assure continued performance of their intended function. Damaged or inadequate
- 4 BMPs shall be corrected immediately.
- 5
- 6 2. Updating the TESC Plan to reflect current field conditions.
- 7
- 8 3. Discharge sampling and submitting Discharge Monitoring Reports (DMRs) to the
- 9 Washington State Department of Ecology in accordance with the CSWGP.
- 10
- 11 4. Develop and maintain the Site Log Book as defined in the CSWGP. When the Site Log
- 12 Book or portion thereof is electronically developed, the electronic documentation must be
- 13 accessible onsite. As a part of the Site Log Book, the Contractor shall develop and maintain
- 14 a tracking table to show that identified TESC compliance issues are fully resolved within 10
- 15 calendar days. The table shall include the date an issue was identified, a description of how
- 16 it was resolved, and the date the issue was fully resolved.
- 17

18 The ESC Lead shall also inspect all areas disturbed by construction activities, all on-site erosion and  
19 sediment control BMPs, and all stormwater discharge points at least once every calendar week and  
20 within 24-hours of runoff events in which stormwater discharges from the site. Inspections of  
21 temporarily stabilized, inactive sites may be reduced to once every calendar month. The Washington  
22 State Department of Ecology's Erosion and Sediment Control Site Inspection Form, located at  
23 [https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-](https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit)  
24 [permits/Construction-stormwater-permit](https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit), shall be completed for each inspection and a copy shall be  
25 submitted to the Engineer no later than the end of the next working day following the inspection.

### 26 **8-01.3(1)C Water Management**

27 This section is supplemented with the following new subsections:

28

29

30 **8-01.3(1)C5 Water Management for In-Water Work Below Ordinary High Water Mark (OHWM)**  
31 Work over surface waters of the state (defined in WAC 173-201A-010) or below the OHWM (defined  
32 in RCW 90.58.030) must comply with water quality standards for surface waters of the state of  
33 Washington.

### 34 **8-01.3(1)C6 Environmentally Acceptable Hydraulic Fluid**

35 All equipment containing hydraulic fluid that extends from a bridge deck over surface waters of the  
36 state or below the OHWM, shall be equipped with an environmentally acceptable hydraulic fluid. The  
37 fluid shall meet specific requirements for biodegradability, aquatic toxicity, and bioaccumulation in  
38 accordance with the United States Environmental Protection Agency (EPA) publication EPA800-R-  
39 11-002. Acceptance shall be in accordance with Section 1-06.3, Manufacturer's Certification of  
40 Compliance.  
41

42

43 The designation of environmentally acceptable hydraulic fluid does not mean fluid spills are  
44 acceptable. The Contractor shall respond to spills to land or water in accordance with the Contract.

### 45 **8-01.3(1)C7 Turbidity Curtain**

46 All Work for the turbidity curtain shall be in accordance with the manufacturer's recommendations  
47 for the site conditions. Removal procedures shall be developed and used to minimize silt release  
48 and disturbance of silt. The Contractor shall submit a Type 2 Working Drawing, detailing product  
49 information, installation and removal procedures, equipment and workforce needs, maintenance  
50 plans, and emergency repair/replacement plans.  
51

1 Turbidity curtain materials, installation, and maintenance shall be sufficient to comply with water  
2 quality standards.

3  
4 The Contractor shall notify the Engineer 10 days in advance of removing the turbidity curtain. All  
5 components of the turbidity curtain shall be removed from the project.

### 6 7 **8-01.3(1)C1 Disposal of Dewatering Water**

8 This section is revised to read:

9  
10 When uncontaminated groundwater is encountered in an excavation on a project it may be infiltrated  
11 within vegetated areas of the right of way not designated as Sensitive Areas or incorporated into an  
12 existing stormwater conveyance system at a rate that will not cause erosion or flooding in any  
13 receiving surface water.

14  
15 Alternatively, the Contractor may pursue independent disposal and treatment alternatives that do  
16 not use the stormwater conveyance system provided it is in compliance with the applicable WACs  
17 and permits.

### 18 19 **8-01.3(1)C2 Process Wastewater**

20 This section is revised to read:

21  
22 Wastewater generated on-site as a byproduct of a construction process shall not be discharged to  
23 surface waters of the State. Some sources of process wastewater may be infiltrated in accordance  
24 with the CSWGP with concurrence from the Engineer. Some sources of process wastewater may  
25 be disposed via independent disposal and treatment alternatives in compliance with the applicable  
26 WACs and permits.

### 27 28 **8-01.3(1)C3 Shaft Drilling Slurry Wastewater**

29 This section is revised to read:

30  
31 Wastewater generated on-site during shaft drilling activity shall be managed and disposed of in  
32 accordance with the requirements below. No shaft drilling slurry wastewater shall be discharged to  
33 surface waters of the State. Neither the sediment nor liquid portions of the shaft drilling slurry  
34 wastewater shall be contaminated, as detectable by visible or olfactory indication (e.g., chemical  
35 sheen or smell).

- 36  
37 1. Water-only shaft drilling slurry or water slurry with accepted flocculants may be infiltrated  
38 on-site. Flocculants used shall meet the requirements of Section 9-14.5(1) or shall be  
39 chitosan products listed as General Use Level Designation (GULD) on the Washington  
40 State Department of Ecology's stormwater treatment technologies webpage for  
41 construction treatment. Infiltration is permitted if the following requirements are met:
- 42 a. Wastewater shall have a pH of 6.5 – 8.5 prior to discharge.
  - 43 b. The amount of flocculant added to the slurry shall be kept to the minimum needed to  
44 adequately settle out solids. The flocculant shall be thoroughly mixed into the slurry.
  - 45 c. The slurry removed from the shaft shall be contained in a leak proof cell or tank for a  
46 minimum of 3 hours.
  - 47 d. The infiltration rate shall be reduced if needed to prevent wastewater from leaving the  
48 infiltration location. The infiltration site shall be monitored regularly during infiltration
- 49  
50  
51  
52

1 activity. All wastewater discharged to the ground shall fully infiltrate and discharges  
2 shall stop before the end of each work day.

- 3
- 4 e. Drilling spoils and settled sediments remaining in the containment cell or tank shall be  
5 disposed of in accordance with Section 6-19.3(4)F.
- 6
- 7 f. Infiltration locations shall be in upland areas at least 150 feet away from surface  
8 waters, wells, on-site sewage systems, aquifer sensitive recharge areas, sole source  
9 aquifers, well head protection areas, and shall be marked on the plan sheets before  
10 the infiltration activity begins.
- 11
- 12 g. Prior to infiltration, the Contractor shall submit a Shaft Drilling Slurry Wastewater  
13 Management and Infiltration Plan as a Type 2 Working Drawing. This Plan shall be  
14 kept on-site, adapted if needed to meet the construction requirements, and updated to  
15 reflect what is being done in the field. The Working Drawing shall include, at a  
16 minimum, the following information:
- 17
- 18 i. Plan sheet showing the proposed infiltration location and all surface waters, wells,  
19 on-site sewage systems, aquifer-sensitive recharge areas, sole source aquifers,  
20 and well-head protection areas within 150 feet.
- 21
- 22 ii. The proposed elevation of soil surface receiving the wastewater for infiltration and  
23 the anticipated phreatic surface (i.e., saturated soil).
- 24
- 25 iii. The source of the water used to produce the slurry.
- 26
- 27 iv. The estimated total volume of wastewater to be infiltrated.
- 28
- 29 v. The accepted flocculant to be used (if any).
- 30
- 31 vi. The controls or methods used to prevent surface wastewater runoff from leaving  
32 the infiltration location.
- 33
- 34 vii. The strategy for removing slurry wastewater from the shaft and containing the  
35 slurry wastewater once it has been removed from the shaft.
- 36
- 37 viii. The strategy for monitoring infiltration activity and adapting methods to ensure  
38 compliance.
- 39
- 40 ix. A contingency plan that can be implemented immediately if it becomes evident  
41 that the controls in place or methods being used are not adequate.
- 42
- 43 x. The strategy for cleaning up the infiltration location after the infiltration activity is  
44 done. Cleanup shall include stabilizing any loose sediment on the surface within  
45 the infiltration area generated as a byproduct of suspended solids in the infiltrated  
46 wastewater or soil disturbance associated with BMP placement and removal.
- 47
- 48 2. Shaft drilling mineral slurry, synthetic slurry, or slurry with polymer additives not allowed for  
49 infiltration shall be contained and disposed of by the Contractor at an accepted disposal  
50 facility in accordance with Section 2-03.3(7)C. Spoils that have come into contact with  
51 mineral slurry shall be disposed of in accordance with Section 6-19.3(4)F.
- 52
- 53

#### 8-01.3(1)C4 Management of Off-Site Water

1 This section is revised to read:

2  
3 Prior to clearing and grubbing, the Contractor shall intercept all sources of off-site surface water and  
4 overland flow that will run-on to the project. Off-site surface water run-on shall be diverted through  
5 or around the project in a way that does not introduce construction related pollution. It shall be  
6 diverted to its preconstruction discharge location in a manner that does not increase preconstruction  
7 flow rate and velocity and protects contiguous properties and waterways from erosion. The  
8 Contractor shall submit a Type 2 Working Drawing consisting of the method for performing this Work.

9  
10 **8-01.3(1)E Detention/Retention Pond Construction**

11 This section is revised to read:

12  
13 Whether permanent or temporary, ponds shall be constructed before beginning other grading and  
14 excavation Work in the area that drains into that pond. Detention/retention ponds may be constructed  
15 concurrently with grading and excavation when allowed by the Engineer. Temporary conveyances  
16 shall be installed concurrently with grading in accordance with the TESC Plan so that newly graded  
17 areas drain to the pond as they are exposed.

18  
19 **8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch**

20 In the table, the second column heading is revised to read:

21  
22 **Eastern Washington<sup>1</sup>**  
23 **(East of the Cascade Mountain Crest)**

24  
25 Footnote 1 in the table is revised to read:

26  
27 Seeding may be allowed outside these dates when allowed or directed by the Engineer.

28  
29 **8-01.3(5) Plastic Covering**

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

31  
32 **Erosion Control** – Plastic coverings used to temporarily cover stockpiled materials, slopes or bare  
33 soils shall be installed and maintained in a way that prevents water from intruding under the plastic  
34 and prevents the plastic cover from being damaged by wind.

35  
36 **8-01.3(7) Stabilized Construction Entrance**

37 The first paragraph is revised to read:

38  
39 Temporary stabilized construction entrance shall be constructed in accordance with the *Standard*  
40 *Plans*, prior to construction vehicles entering the roadway from locations that generate sediment  
41 track out on the roadway. Material used for stabilized construction entrance shall be free of  
42 extraneous materials that may cause or contribute to track out.

43  
44 **8-01.3(8) Street Cleaning**

45 This section is revised to read:

46  
47 Self-propelled pickup street sweepers shall be used to remove and collect dirt and other debris from  
48 the Roadway. The street sweeper shall effectively collect these materials and prevent them from  
49 being washed or blown off the Roadway or into waters of the State. Street sweepers shall not  
50 generate fugitive dust and shall be designed and operated in compliance with applicable air quality  
51 standards. Material collected by the street sweeper shall be disposed of in accordance with Section  
52 2-03.3(7)C.

1 When allowed by the Engineer, power broom sweepers may be used in non-environmentally  
2 sensitive areas. The broom sweeper shall sweep dirt and other debris from the roadway into the  
3 work area. The swept material shall be prevented from entering or washing into waters of the State.  
4

5 Street washing with water will require the concurrence of the Engineer.  
6

### 7 **8-01.3(12) Compost Socks**

8 The first two sentences of the first paragraph are revised to read:  
9

10 Compost socks are used to disperse flow and sediment. Compost socks shall be installed as soon  
11 as construction will allow but before flow conditions create erosive flows or discharges from the site.  
12 Compost socks shall be installed prior to any mulching or compost placement.  
13

### 14 **8-01.3(13) Temporary Curb**

15 The second to last sentence of the second paragraph is revised to read:  
16

17 Temporary curbs shall be a minimum of 4 inches in height.  
18

### 19 **8-01.3(14) Temporary Pipe Slope Drain**

20 The third and fourth paragraphs are revised to read:  
21

22 The pipe fittings shall be water tight and the pipe secured to the slope with metal posts, wood stakes,  
23 sand bags, or as allowed by the Engineer.  
24

25 The water shall be discharged to a stabilized conveyance, sediment trap, stormwater pond, rock  
26 splash pad, or vegetated strip, in a manner to prevent erosion and maintain water quality compliance.  
27

28 The last paragraph is deleted.  
29

### 30 **8-01.3(15) Maintenance**

31 This section is revised to read:  
32

33 Erosion and sediment control BMPs shall be maintained or adaptively managed as required by the  
34 CSWGP until the Engineer determines they are no longer needed. When deficiencies in functional  
35 performance are identified, the deficiencies shall be rectified immediately.  
36

37 The BMPs shall be inspected on the schedule outlined in Section 8-01.3(1)B for damage and  
38 sediment deposits. Damage to or undercutting of BMPs shall be repaired immediately.  
39

40 In areas where the Contractor's activities have compromised the erosion control functions of the  
41 existing grasses, the Contractor shall overseed at no additional cost to the Contracting Agency.  
42

43 The quarry spalls of construction entrances shall be refreshed, replaced, or screened to maintain  
44 voids between the spalls for collecting mud and dirt.  
45

46 Unless otherwise specified, when the depth of accumulated sediment and debris reaches  
47 approximately  $\frac{1}{3}$  the height of the BMP the deposits shall be removed. Debris or contaminated  
48 sediment shall be disposed of in accordance with Section 2-03.3(7)C. Clean sediments may be  
49 stabilized on-site using BMPs as allowed by the Engineer.  
50

### 51 **8-01.3(16) Removal**

52 This section is revised to read:  
53

1 The Contractor shall remove all temporary BMPs, all associated hardware and associated  
2 accumulated sediment deposition from the project limits prior to Physical Completion unless  
3 otherwise allowed by the Engineer. When the temporary BMP materials are made of natural plant  
4 fibers unaltered by synthetic materials the Engineer may allow leaving the BMP in place.

5  
6 The Contractor shall remove BMPs and associated hardware in a way that minimizes soil  
7 disturbance. The Contractor shall permanently stabilize all bare and disturbed soil after removal of  
8 BMPs. If the installation and use of the erosion control BMPs have compacted or otherwise rendered  
9 the soil inhospitable to plant growth, such as construction entrances, the Contractor shall take  
10 measures to rehabilitate the soil to facilitate plant growth. This may include, but is not limited to,  
11 ripping the soil, incorporating soil amendments, or seeding with the specified seed.

12  
13 At the request of the Contractor and at the sole discretion of the Engineer the CSWGP may be  
14 transferred back to the Contracting Agency. Approval of the Transfer of Coverage request will require  
15 the following:

- 16  
17 1. All other Work required for Contract Completion has been completed.
- 18  
19 2. All Work required for compliance with the CSWGP has been completed to the maximum  
20 extent possible. This includes removal of BMPs that are no longer needed and the site has  
21 undergone all Stabilization identified for meeting the requirements of Final Stabilization in  
22 the CSWGP.
- 23  
24 3. An Equitable Adjustment change order for the cost of Work that has not been completed  
25 by the Contractor.
- 26  
27 4. Submittal of the Washington State Department of Ecology Transfer of Coverage form  
28 (Ecology form ECY 020-87a) to the Engineer.

29  
30 If the Engineer approves the transfer of coverage back to the Contracting Agency, the requirement  
31 in Section 1-07.5(3) for the Contractor's submittal of the Notice of Termination form to the  
32 Washington State Department of Ecology will not apply.

### 33 34 **8-01.4 Measurement**

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

#### 36 37 **8-01.4(1) Lump Sum Bid for Project (No Unit Items)**

38 When the Bid Proposal contains the item "Erosion Control and Water Pollution Prevention" there will  
39 be no measurement of unit or force account items for Work defined in Section 8-01 except as  
40 described in Sections 8-01.4(3) and 8-01.4(4). Also, except as described in Section 8-01.4(3), all of  
41 Sections 8-01.4(2) and 8-01.5(2) are deleted.

#### 42 43 **8-01.4(2) Item Bids**

44 When the Proposal does not contain the items "Erosion Control and Water Pollution Prevention",  
45 Section 8-01.4(1) and 8-01.5(1) are deleted and the Bid Proposal will contain some or all of the  
46 following items measured as noted.

47  
48 ESC lead will be measured per day for each day that an inspection is made and a report is filed.

49  
50 Biodegradable erosion control blanket and plastic covering will be measured by the square yard  
51 along the ground slope line of surface area covered and accepted.



1 Turbidity curtains will be measured by the linear foot along the ground line of the installed  
2 curtain.

3  
4 Check dams will be measured per linear foot one time only along the ground line of the  
5 completed check dam. No additional measurement will be made for check dams that are  
6 required to be rehabilitated or replaced due to wear.

7  
8 Stabilized construction entrances will be measured by the square yard by ground slope  
9 measurement for each entrance constructed.

10  
11 Tire wash facilities will be measured per each for each tire wash installed.

12  
13 Street cleaning will be measured by the hour for the actual time spent cleaning pavement,  
14 refilling with water, dumping and transport to and from cleaning locations within the project limits,  
15 as authorized by the Engineer. Time to mobilize the equipment to or from the project limits on  
16 which street cleaning is required will not be measured.

17  
18 Inlet protections will be measured per each for each initial installation at a drainage structure.

19  
20 Silt fence, gravel filter, compost berms, and wood chip berms will be measured by the linear  
21 foot along the ground line of the completed barrier.

22  
23 Wattles and compost socks will be measured by the linear foot.

24  
25 Temporary curbs will be measured by the linear foot along the ground line of the completed  
26 installation.

27  
28 Temporary pipe slope drains will be measured by the linear foot along the flow line of the pipe.

29  
30 Coir logs will be measured by the linear foot along the ground line of the completed installation.

31  
32 Outlet protections will be measured per each initial installation at an outlet location.

33  
34 Tackifiers will be measure by the acre by ground slope measurement.

35  
36 **8-01.4(3) Reinstating Unit Items with Lump Sum Erosion Control and Water Pollution  
37 Prevention**

38 The Contract Provisions may establish the project as lump sum, in accordance with Section 8-01.4(1)  
39 and also include one or more of the items included above in Section 8-01.4(2). When that occurs,  
40 the corresponding measurement provision in Section 8-01.4(2) is not deleted and the Work under  
41 that item will be measured as specified.

42  
43 **8-01.4(4) Items not included with Lump Sum Erosion Control and Water Pollution  
44 Prevention**

45 Compost blanket will be measured by the square yard by ground slope surface area covered and  
46 accepted.

47  
48 Mulching will be measured by the acre by ground slope surface area covered and accepted.

49  
50 Seeding, fertilizing, liming, mulching, and mowing, will be measured by the acre by ground slope  
51 measurement.

1 Seeding and fertilizing by hand will be measured by the square yard by ground slope measurement.  
2 No adjustment in area size will be made for the vegetation free zone around each plant.

3  
4 Fencing will be measured by the linear foot along the ground line of the completed fence.

### 5 6 **8-01.5 Payment**

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

#### 8 9 **8-01.5(1) Lump Sum Bid for Project (No Unit Items)**

10 Payment will be made for the following Bid item when it is included in the Proposal:

11 "Erosion Control and Water Pollution Prevention", lump sum.

12  
13  
14 The lump sum Contract price for "Erosion Control and Water Pollution Prevention" shall be full  
15 pay to perform the Work as described in Section 8-01 except for costs compensated by Bid  
16 Proposal items inserted through Contract Provisions as described in Section 8-01.4(2).  
17 Progress payments for the lump sum item "Erosion Control and Water Pollution Prevention" will  
18 be made as follows:

- 19  
20 1. The Contracting Agency will pay 15 percent of the bid amount for the initial set up for  
21 the item. Initial set up includes the following:
  - 22  
23 a. Acceptance of the TESC Plan provided by the Contracting Agency or submittal of  
24 a new TESC Plan,
  - 25  
26 b. Submittal of a schedule for the installation of the BMPs, and
  - 27  
28 c. Identifying water quality sampling locations.
- 29  
30 2. 70 percent of the bid amount will be paid in accordance with Section 1-09.9.
- 31  
32 3. Once the project is physically complete and copies of the all reports submitted to the  
33 Washington State Department of Ecology have been submitted to the Engineer, and,  
34 if applicable, transference of the CSWGP back to the Contracting Agency is complete,  
35 the remaining 15 percent of the bid amount shall be paid in accordance with Section  
36 1-09.9.

#### 37 38 **8-01.5(2) Item Bids**

39 "ESC Lead", per day.

40  
41 "Turbidity Curtain", per linear foot.

42  
43 "Biodegradable Erosion Control Blanket", per square yard.

44  
45 "Plastic Covering", per square yard.

46  
47 "Check Dam", per linear foot.

48  
49 "Inlet Protection", per each.

50  
51 "Gravel Filter Berm", per linear foot.

52  
53 "Stabilized Construction Entrance", per square yard.

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- “Street Cleaning”, per hour.
- “Silt Fence”, per linear foot.
- “Wood Chip Berm”, per linear foot.
- “Compost Berm”, per linear foot.
- “Wattle”, per linear foot.
- “Compost Sock”, per linear foot.
- “Coir Log”, per linear foot.
- “Temporary Curb”, per linear foot.
- “Temporary Pipe Slope Drain”, per linear foot.
- “Temporary Seeding”, per acre.
- “Outlet Protection”, per each.
- “Tackifier”, per acre.
- “Erosion/Water Pollution Control”, by force account as provided in Section 1-09.6.

Maintenance and removal of erosion and water pollution control devices including removal and disposal of sediment, stabilization and rehabilitation of soil disturbed by these activities, and any additional Work deemed necessary by the Engineer to control erosion and water pollution will be paid by force account in accordance with Section 1-09.6.

To provide a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the Contractor’s total Bid.

**8-01.5(3) Reinstating Unit Items with Lump Sum Erosion Control and Water Pollution Prevention**

The Contract may establish the project as lump sum, in accordance with Section 8-01.4(1) and also reinstate the measurement of one or more of the items described in Section 8-01.4(2), except for Erosion/Water Pollution Control, by force account. When that occurs, the corresponding payment provision in Section 8-01.5(2) is not deleted and the Work under that item will be paid as specified.

**8-01.5(4) Items not included with Lump Sum Erosion Control and Water Pollution Prevention**

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

- “Compost Blanket”, per square yard.
- “Mulching”, per acre
- “Mulching with PAM”, per acre
- “Mulching with Short-Term Mulch”, per acre.



1  
2 Roundabout truck apron cement concrete curb and gutter shall be constructed with air entrained  
3 concrete Class 4000 conforming to the requirements of Section 6-02.  
4

## 5 **SECTION 8-06, CEMENT CONCRETE DRIVEWAY ENTRANCES**

6  
7 **April 2, 2018**

### 8 **8-06.2 Materials**

9 In the first paragraph, the reference to “Portland Cement” is revised to read:

10  
11 Cement 9-01

### 12 13 **8-06.3 Construction Requirements**

14 The first paragraph is revised to read:

15  
16 Cement concrete driveway approaches shall be constructed with air entrained concrete Class 4000  
17 conforming to the requirements of Section 6-02 or Portland Cement or Blended Hydraulic Cement  
18 Concrete Pavement conforming to the requirements of Section 5-05.  
19

## 20 **SECTION 8-07, CURBS, GUTTERS, AND SPILLWAYS**

21  
22 **April 2, 2018**

### 23 **8-07.3(1) Installing Curbs**

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

25  
26 The curb shall be firmly bedded for its entire length and breadth on a mortar bed conforming to  
27 Section 9-20.4(3) composed of one part Portland cement or blended hydraulic cement and two parts  
28 sand.  
29

30 The fourth paragraph is revised to read:

31  
32 All joints between adjacent pieces of curb except joints for expansion and/or drainage as designated  
33 by the Engineer shall be filled with mortar composed of one part Portland cement or blended  
34 hydraulic cement and two parts sand.  
35

## 36 **SECTION 8-11, GUARDRAIL**

37  
38 **April 2, 2018**

### 39 **8-11.3(1)C Terminal and Anchor Installation**

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

41  
42 Assembly and installation of Beam Guardrail Non-flared Terminals for Type 31 guardrail shall be  
43 supervised at all times by a manufacturer’s representative, or an installer who has been trained and  
44 certified by the manufacturer.  
45

46 The last paragraph is revised to read:

47  
48 Beam Guardrail Non-flared Terminals for Type 31 guardrail shall meet the crash test and evaluation  
49 criteria in the Manual for Assessing Safety Hardware (MASH).  
50

1 **8-11.4 Measurement**

2 The third paragraph is revised to read:

3  
4 Measurement of beam guardrail \_\_\_\_\_ terminal will be per each for the completed terminal.

5  
6 The fourth paragraph is revised to read:

7  
8 Measurement of beam guardrail Type 31 buried terminal Type 2 will be per linear foot for the  
9 completed terminal.

10  
11 **8-11.5 Payment**

12 The Bid item “Beam Guardrail Buried Terminal Type 1”, per each is deleted from this section.

13  
14 The Bid item “Beam Guardrail Buried Terminal Type 2”, per linear foot and the following paragraph are  
15 revised to read:

16  
17 “Beam Guardrail Type 31 Buried Terminal Type 2”, per linear foot.

18  
19 The unit Contract price per linear foot for “Beam Guardrail Type 31 Buried Terminal Type 2” shall be  
20 full payment for all costs to obtain and provide materials and perform the Work as described in  
21 Section 8-11.3(1)C.

22  
23 **SECTION 8-14, CEMENT CONCRETE SIDEWALKS**

24  
25 **April 2, 2018**

26 **8-14.2 Materials**

27 In the first paragraph, the reference to “Portland Cement” is revised to read:

28  
29 Cement 9-01

30  
31 In the second paragraph, each reference to “Federal Standard 595” is revised to read “SAE AMS  
32 Standard 595”.

33  
34 **SECTION 8-16, CONCRETE SLOPE PROTECTION**

35  
36 **April 2, 2018**

37 **8-16.2 Materials**

38 In the first paragraph, the last two material references are revised to read:

39  
40 Poured Portland Cement or Blended Hydraulic Cement  
41 Concrete Slope Protection 9-13.5(2)  
42 Pneumatically Placed Portland Cement or Blended  
43 Hydraulic Cement Concrete Slope Protection 9-13.5(3)  
44

45 **SECTION 8-20, ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT**  
46 **TRANSPORTATION SYSTEMS, AND ELECTRICAL**

47  
48 **April 2, 2018**

49 **8-20.1(1) Regulations and Code**

50 The last paragraph is revised to read:

1  
2 Persons performing electrical Work shall be certified in accordance with and supervised as required  
3 by RCW 19.28.161. Proof of certification shall be worn at all times in accordance with WAC 296-  
4 46B-942. Persons failing to meet these certification requirements may not perform any electrical  
5 work, and shall stop any active electrical work, until their certification is provided and worn in  
6 accordance with this Section.

## 7 8 **8-20.2(2) Equipment List and Drawings**

9 This section is renumbered:

### 10 11 **8-20.2(1) Equipment List and Drawings**

## 12 13 **8-20.3(4) Foundations**

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

15  
16 Concrete for Type II, III, IV, V, and CCTV signal standards and light standard foundations shall be  
17 Class 4000P and does not require air entrainment.

## 18 19 **8-20.3(5)A General**

20 The last two sentences of the last paragraph is deleted.

21  
22 This section is supplemented with the following:

23  
24 All conduits shall include a pull tape with the equipment grounding conductor. The pull tape shall be  
25 attached to the conduit near the end bell or grounded end bushing, or to duct plugs or caps if present,  
26 at both ends of the conduit.

## 27 28 **8-20.3(8) Wiring**

29 The seventeenth paragraph is supplemented with the following:

30  
31 Pulling tape shall meet the requirements of Section 9-29.1(10). Pull string may not be used.

## 32 33 **SECTION 8-21, PERMANENT SIGNING**

34  
35 **January 2, 2018**

### 36 **8-21.3(9)F Foundations**

37 Item number 3 of the twelfth paragraph is supplemented with the following new sentence:

38  
39 Class 4000P concrete for roadside sign structures does not require air entrainment.

## 40 41 **SECTION 9-02, BITUMINOUS MATERIALS**

42  
43 **April 2, 2018**

### 44 **9-02.1 Asphalt Material, General**

45 The second paragraph is revised to read:

46  
47 The Asphalt Supplier of Performance Graded (PG) asphalt binder and emulsified asphalt shall have  
48 a Quality Control Plan (QCP) in accordance with WSDOT QC 2 "Standard Practice for Asphalt  
49 Suppliers That Certify Performance Graded and Emulsified Asphalts". The Asphalt Supplier's QCP  
50 shall be submitted and receive the acceptance of the WSDOT State Materials Laboratory. Once  
51 accepted, any change to the QCP will require a new QCP to be submitted for acceptance. The

Asphalt Supplier of PG asphalt binder and emulsified asphalt shall certify through the Bill of Lading that the PG asphalt binder or emulsified asphalt meets the Specification requirements of the Contract.

#### 9-02.1(4) Performance Graded Asphalt Binder (PGAB)

This section's title is revised to read:

#### Performance Graded (PG) Asphalt Binder

The first paragraph is revised to read:

PG asphalt binder meeting the requirements of AASHTO M 332 Table 1 of the grades specified in the Contract shall be used in the production of HMA. For HMA with greater than 20 percent RAP by total weight of HMA, or any amount of RAS, the new asphalt binder, recycling agent and recovered asphalt (RAP and/or RAS) when blended in the proportions of the mix design shall meet the PG asphalt binder requirements of AASHTO M 332 Table 1 for the grade of asphalt binder specified by the Contract.

The second paragraph, including the table, is revised to read:

In addition to AASHTO M 332 Table 1 specification requirements, PG asphalt binders shall meet the following requirements:

		Additional Requirements by Performance Grade (PG) Asphalt Binders					
Property	Test Method	PG58S-22	PG58H-22	PG58V-22	PG64S-28	PG64H-28	PG64V-28
RTFO Residue: Average Percent Recovery @ 3.2 kPa	AASHTO T 350 <sup>1</sup>			30% Min.	20% Min.	25% Min.	30% Min.

<sup>1</sup>Specimen conditioned in accordance with AASHTO T 240 – RTFO.

The third paragraph is revised to read:

The RTFO  $J_{nr,diff}$  and the PAV direct tension specifications of AASHTO M 332 are not required.

This section is supplemented with the following:

If the asphalt binder verification sample test results fail to meet AASHTO Test Method T 350 "Standard Method of Test for Multiple Stress Creep Recovery (MSCR) Test of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)" for average percent recovery @ 3.2 kPa for the applicable grades of binder in accordance with Section 9-02.1(4), the Contracting Agency may elect to test the sample using AASHTO Test Method T 301 "Standard Method of Test for Elastic Recovery Test of Asphalt Materials by Means of a Ductilometer."

When AASHTO T 301 is used, a minimum of 65% elastic recovery (ER) will be required when tested at 25°C ± 0.5°C.

#### 9-02.1(6) Cationic Emulsified Asphalt



1 This section is revised to read:

2  
3 Cationic Emulsified Asphalt meeting the requirements of AASHTO M 208 Table 1 of the grades  
4 specified in the Contract shall be used.

5  
6 **9-02.5 Warm Mix Asphalt (WMA) Additive**

7 This section, including title, is revised to read:

8  
9 **9-02.5 HMA Additive**

10 Additives for HMA shall be accepted by the Engineer.  
11

12 **SECTION 9-03, AGGREGATES**

13  
14 **April 2, 2018**

15 **9-03.1 Aggregates for Portland Cement Concrete**

16 This section's title is revised to read:

17  
18 **Aggregates for Concrete**

19  
20 **9-03.1(1) General Requirements**

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

22  
23 Concrete aggregates shall be manufactured from ledge rock, talus, or sand and gravel in accordance  
24 with the provisions of Section 3-01. Reclaimed aggregate may be used if it complies with the  
25 specifications for concrete.  
26

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

28  
29 Aggregates for concrete shall meet the following test requirements:  
30

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

32  
33 The Contractor shall submit test results according to ASTM C1567 through the Engineer to the State  
34 Materials Laboratory that demonstrate that the proposed fly ash when used with the proposed  
35 aggregates and cement will control the potential expansion to 0.20 percent or less before the fly ash  
36 and aggregate sources may be used in concrete.  
37

38 **9-03.1(2) Fine Aggregate for Portland Cement Concrete**

39 This section's title is revised to read:

40  
41 **Fine Aggregate for Concrete**

42  
43 **9-03.1(4) Coarse Aggregate for Portland Cement Concrete**

44 This section's title is revised to read:

45  
46 **Coarse Aggregate for Concrete**

47  
48 **9-03.1(4)C Grading**

49 The first paragraph (up until the colon) is revised to read:  
50

1 Coarse aggregate for concrete when separated by means of laboratory sieves shall conform to one  
2 or more of the following gradings as called for elsewhere in these Specifications, Special Provisions,  
3 or in the Plans:  
4

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

6 This section's title is revised to read:

7  
8 **Combined Aggregate Gradation for Concrete**

9  
10 **9-03.1(5)B Grading**

11 In the last paragraph, "WSDOT FOP for WAQTC/AASHTO T 27/T 11" is revised to read "FOP for  
12 WAQTC/AASHTO T 27/T 11".  
13

14 **9-03.2 Aggregate for Job-Mixed Portland Cement Mortar**

15 This section's title is revised to read:

16  
17 **Aggregate for Job-Mixed Portland Cement or Blended Hydraulic Cement Mortar**

18  
19 The first sentence of the first paragraph is revised to read:

20  
21 Fine aggregate for portland cement or blended hydraulic cement mortar shall consist of sand or other  
22 inert materials, or combinations thereof, accepted by the Engineer, having hard, strong, durable  
23 particles free from adherent coating.  
24

25 **9-03.4(1) General Requirements**

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

27  
28 Aggregate for bituminous surface treatment shall be manufactured from ledge rock, talus, or gravel,  
29 in accordance with Section 3-01. Aggregates for Bituminous Surface Treatment shall meet the  
30 following test requirements:  
31

32 **9-03.8(1) General Requirements**

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

34  
35 Aggregates for Hot Mix Asphalt shall meet the following test requirements:  
36

37 **9-03.8(7) HMA Tolerances and Adjustments**

38 In the table in item number 1, the fifth row is revised to read:

39

Asphalt binder	-0.4% to 0.5%		±0.7%
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40  
41 In the table in item number 1, the following new row is inserted before the last row:  
42

Voids in Mineral Aggregate, VMA	-1.5%		
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43  
44 **9-03.9(1) Ballast**

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

46  
47 Aggregates for ballast shall meet the following test requirements:  
48

49 **9-03.14(4) Gravel Borrow for Structural Earth Wall**

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

1  
2 The material shall be substantially free of shale or other soft, poor durability particles, and shall not  
3 contain recycled materials, such as glass, shredded tires, concrete rubble, or asphaltic concrete  
4 rubble.

5  
6 **9-03.21(1)E Table on Maximum Allowable percent (By Weight) of Recycled Material**

7 “Portland Cement” is deleted from the first two rows in the table.  
8

9 **SECTION 9-04, JOINT AND CRACK SEALING MATERIALS**

10  
11 **April 2, 2018**

12 **9-04.1(2) Premolded Joint Filler for Expansion Joints**

13 In this section, each reference to “AASHTO T 42” is revised to read “ASTM D 545”.

14  
15 **9-04.2(1)A1 Hot Poured Sealant for Cement Concrete Pavement**

16 This section is supplemented with the following:

17  
18 Hot poured sealant for cement concrete pavement is acceptable for installations in joints where  
19 cement concrete pavement abuts a bituminous pavement.  
20

21 **9-04.2(1)A2 Hot Poured Sealant for Bituminous Pavement**

22 This section is supplemented with the following:

23  
24 Hot poured sealant for bituminous pavement is acceptable for installations in joints where cement  
25 concrete pavement abuts a bituminous pavement.  
26

27 **9-04.2(1)B Sand Slurry for Bituminous Pavement**

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

- 29  
30 2. Two percent portland cement or blended hydraulic cement, and  
31

32 **9-04.3 Joint Mortar**

33 The first paragraph is revised to read:

34  
35 Mortar for hand mortared joints shall conform to Section 9-20.4(3) and consist of one part portland  
36 cement or blended hydraulic cement, three parts fine sand, and sufficient water to allow proper  
37 workability.  
38

39 **SECTION 9-05, DRAINAGE STRUCTURES AND CULVERTS**

40  
41 **April 2, 2018**

42 **9-05.3(1)C Age at Shipment**

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

44  
45 Unless it is tested and accepted at an earlier age, it shall not be considered ready for shipment  
46 sooner than 28 days after manufacture when made with Type II portland cement or blended hydraulic  
47 cement, nor sooner than 7 days when made with Type III portland cement.  
48

49 **SECTION 9-06, STRUCTURAL STEEL AND RELATED MATERIALS**

50  
51 **January 2, 2018**

1 **9-06.5 Bolts**

2 This section’s title is revised to read:

3  
4 **Bolts and Rods**

5  
6 **9-06.5(4) Anchor Bolts**

7 This section, including title, is revised to read:

8  
9 **9-06.5(4) Anchor Bolts and Anchor Rods**

10 Anchor bolts and anchor rods shall meet the requirements of ASTM F1554 and, unless otherwise  
11 specified, shall be Grade 105 and shall conform to Supplemental Requirements S2, S3, and S4.

12  
13 Nuts for ASTM F1554 Grade 105 black anchor bolts and anchor rods shall conform to ASTM A563,  
14 Grade D or DH. Nuts for ASTM F1554 Grade 105 galvanized anchor bolts and anchor rods shall  
15 conform to either ASTM A563, Grade DH, or AASHTO M292, Grade 2H, and shall conform to the  
16 overtapping, lubrication, and rotational testing requirements in Section 9-06.5(3). Nuts for ASTM  
17 F1554 Grade 36 or 55 black or galvanized anchor bolts and anchor rods shall conform to ASTM  
18 A563, Grade A or DH. Washers shall conform to ASTM F436.

19  
20 The bolts and rods shall be tested by the manufacturer in accordance with the requirements of the  
21 pertinent Specification and as specified in these Specifications. Anchor bolts, anchor rods, nuts, and  
22 washers shall be inspected prior to shipping to the project site. The Contractor shall submit to the  
23 Engineer for acceptance a Manufacturer’s Certificate of Compliance for the anchor bolts, anchor  
24 rods, nuts, and washers, as defined in Section 1-06.3. If the Engineer deems it appropriate, the  
25 Contractor shall provide a sample of the anchor bolt, anchor rod, nut, and washer for testing.

26  
27 All bolts, rods, nuts, and washers shall be marked and identified as required in the pertinent  
28 Specification.

29  
30 **9-06.18 Metal Bridge Railing**

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

32  
33 Steel used for metal railings, when galvanized after fabrication in accordance with AASHTO M111,  
34 shall have a controlled silicon content of either 0.00 to 0.06 percent or 0.15 to 0.25 percent.

35  
36 **SECTION 9-07, REINFORCING STEEL**

37  
38 **April 2, 2018**

39 **9-07.5(2) Corrosion Resistant Dowel Bars (for Cement Concrete Pavement and Cement  
40 Concrete Pavement Rehabilitation)**

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

42  
43 Corrosion resistant dowel bars shall be 1½ inch outside diameter plain round steel bars or tubular  
44 bars 18 inches in length and meet the requirements of one of the following:

45  
46 Item number 4 and 5 of the first paragraph are revised to read:

- 47  
48 4. Corrosion-resistant, low-carbon, chromium plain steel bars for concrete reinforcement meeting  
49 all the requirements of ASTM A 1035 Alloy Type CS Grade 100 or Alloy Type CS Grade 120.  
50  
51 5. Zinc Clad dowel bars shall be 1½ inch solid bars or tubular bars with 1.695 inch outside diameter  
52 by 0.120 inch wall and shall have a minimum 0.035 inch A710 Zinc alloy clad to a plain steel

1 inner bar meeting the chemical and physical properties of AASHTO M 31, Grade 60, or AASHTO  
2 M 255, Grade 60. A710 Zinc shall be composed of: zinc: 99.5 percent, by weight, minimum;  
3 copper: 0.1-0.25 percent, by weight; and iron: 0.0020 percent, by weight, maximum. Each end  
4 of tubular bars shall be plugged using a snug-fitting insert to prohibit any intrusion of concrete  
5 or other materials.  
6

## 7 **SECTION 9-08, PAINTS AND RELATED MATERIALS**

8  
9 **January 2, 2018**

### 10 **9-08.1(2)K Orange Equipment Enamel**

11 In the second sentence of the first paragraph, the reference to “Federal Standard 595” is revised to read  
12 “SAE AMS Standard 595”.

### 13 14 **9-08.1(8) Standard Colors**

15 In the first paragraph, the reference to “Federal Standard 595” is revised to read “SAE AMS Standard  
16 595”.

## 17 18 **SECTION 9-13, RIPRAP, QUARRY SPALLS, SLOPE PROTECTION, AND ROCK FOR** 19 **EROSION AND SCOUR PROTECTION AND ROCK WALLS**

20  
21 **April 2, 2018**

### 22 **9-13.1(1) General**

23 The last paragraph is revised to read:

24  
25 Riprap and quarry spalls shall be free from segregation, seams, cracks, and other defects tending  
26 to destroy its resistance to weather and shall meet the following test requirements:

### 27 28 **9-13.5 Concrete Slope Protection**

29 This section is revised to read:

30  
31 Concrete slope protection shall consist of reinforced portland cement or blended hydraulic cement  
32 concrete poured or pneumatically placed upon the slope with a rustication joint pattern or semi-open  
33 concrete masonry units placed upon the slope closely adjoining each other.

### 34 35 **9-13.5(2) Poured Portland Cement Concrete Slope Protection**

36 This section’s title is revised to read:

#### 37 38 **Poured Portland Cement or Blended Hydraulic Cement Concrete Slope Protection**

### 39 40 **9-13.5(3) Pneumatically Placed Portland Cement Concrete Slope Protection**

41 This section’s title is revised to read:

#### 42 43 **Pneumatically Placed Portland Cement or Blended Hydraulic Cement Concrete Slope** 44 **Protection**

45  
46 The first paragraph is revised to read:

47  
48 **Cement** – This material shall be portland cement or blended hydraulic cement as specified in Section  
49 9-01.

### 50 51 **9-13.7(1) Rock for Rock Walls and Chinking Material**

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

2  
3 Rock for rock walls and chinking material shall be hard, sound and durable material,  
4 free from seams, cracks, and other defects tending to destroy its resistance to weather,  
5 and shall meet the following test requirements:  
6

## 7 **SECTION 9-14, EROSION CONTROL AND ROADSIDE PLANTING**

8  
9 **January 2, 2018**

### 10 **9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs)**

11 In the second column of Table 1, "ASTM D 586" is revised to read "AASHTO T 267".  
12

13 In Table 1, the second to last row is deleted.  
14

## 15 **SECTION 9-16, FENCE AND GUARDRAIL**

16  
17 **April 2, 2018**

### 18 **9-16.3(5) Anchors**

19 The last paragraph is revised to read:  
20

21 Cement grout shall conform to Section 9-20.3(4) and consist of one part portland cement or blended  
22 hydraulic cement and two parts sand.  
23

## 24 **SECTION 9-18, PRECAST TRAFFIC CURB**

25  
26 **April 2, 2018**

### 27 **9-18.1(1) Aggregates and Proportioning**

28 Item number 1 of the first paragraph is revised to read:  
29

- 30 1. Portland cement or blended hydraulic cement shall conform to the requirements of Section 9-  
31 01 except that it may be Type I portland cement conforming to AASHTO M 85.  
32

## 33 **SECTION 9-20, CONCRETE PATCHING MATERIAL, GROUT, AND MORTAR**

34  
35 **January 2, 2018**

### 36 **9-20.5 Bridge Deck Repair Material**

37 Item number 3 of the first paragraph is revised to read:  
38

- 39 3. Permeability of less than 2,000 coulombs at 28-days or more in accordance with AASHTO T  
40 277.  
41

## 42 **SECTION 9-21, RAISED PAVEMENT MARKERS (RPM)**

43  
44 **January 2, 2018**

### 45 **9-21.2 Raised Pavement Markers Type 2**

46 This section's content is deleted.  
47

### 48 **9-21.2(1) Physical Properties**

49 This section, including title, is revised to read:

1  
2 **9-21.2(1) Standard Raised Pavement Markers Type 2**

3 The marker housing shall contain reflective faces as shown in the Plans to reflect incident light from  
4 either a single or opposite directions and meet the requirements of ASTM D 4280 including Flexural  
5 strength requirements.

6  
7 **9-21.2(2) Optical Requirements**

8 This section, including title, is revised to read:

9  
10 **9-21.2(2) Abrasion Resistant Raised Markers Type 2**

11 Abrasion Resistant Raised Markers Type 2 shall comply with Section 9-21.2(1) and meet the  
12 requirements of ASTM D 4280 with the following additional requirement: The coefficient of luminous  
13 intensity of the markers shall be measured after subjecting the entire lens surface to the test  
14 described in ASTM D 4280 Section 9.5 using a sand drop apparatus. After the exposure described  
15 above, retroreflected values shall not be less than 0.5 times a nominal unblemished sample.

16  
17 **9-21.2(3) Strength Requirements**

18 This section is deleted in its entirety.  
19

20 **SECTION 9-26, EPOXY RESINS**

21  
22 **April 2, 2018**

23 **9-26.1(2) Packaging and Marking**

24 The second paragraph is revised to read:

25  
26 Containers shall be identified as “Component A” (contains the Epoxy Resin) and “Component B”  
27 (Contains the Curing Agent) and shall show the type, grade, class, and mixing directions as defined  
28 by these Specifications. Each container shall be marked by permanent marking with the name of the  
29 formulator, the lot or batch number, the date of packaging, expiration date and the quantity contained  
30 in pounds or gallons. If the two containers are furnished in a single cartridge, that cartridge shall be  
31 marked by permanent marking to the cartridge with the name of the formulator and the lots or batch  
32 numbers for both Component A and Component B, the date of packaging, expiration date, and the  
33 quantity contained in ounces or milliliters.  
34

35 **SECTION 9-28, SIGNING MATERIALS AND FABRICATION**

36  
37 **April 2, 2018**

38 **9-28.10 Vacant**

39 This section, including title, is revised to read:

40  
41 **9-28.10 Digital Printing**

42 Transparent and opaque durable inks used in digital printed sign messages shall be as  
43 recommended by the manufacturer. When properly applied, digital printed colors shall have a  
44 warranty life of the base retroreflective sign sheeting. Digital applied colors shall present a smooth  
45 surface, free from foreign material, and all messages and borders shall be clear and sharp. Digital  
46 printed signs shall conform to 70% of the retroreflective minimum values established for its type and  
47 color. Digitally printed signs shall meet the daytime color and luminance, and nighttime color  
48 requirements of ASTM D 4956. No variations in color or overlapping of colors will be permitted.  
49 Digital printed permanent traffic signs shall have an integrated engineered match component clear  
50 protective overlay recommended by the sheeting manufacturer applied to the entire face of the sign.  
51 On Temporary construction/maintenance signs printed with black ink only, the protective overlay film

1 is optional, as long as the finished sign has a warranty of a minimum of three years from sign sheeting  
2 manufacturer.

3  
4 All digital printed traffic control signs shall be an integrated engineered match component system.  
5 The integrated engineered match component system shall consist of retroreflective sheeting, durable  
6 ink(s), and clear overlay film all from the same manufacturer applied to aluminum substrate  
7 conforming to Section 9-28.8.

8  
9 The sign fabricator shall use an approved integrated engineered match component system as listed  
10 on the Qualified Products List (QPL). Each approved digital printer shall only use the compatible  
11 retroreflective sign sheeting manufacturer's engineered match component system products.

12  
13 Each retroreflective sign sheeting manufacturer/integrated engineered match component system  
14 listed on the QPL shall certify a department approved sign fabricator is approved to operate their  
15 compatible digital printer. The sign fabricator shall re-certify annually with the retroreflective sign  
16 manufacturer to ensure their digital printer is still meeting manufacturer's specifications for traffic  
17 control signs. Documentation of each re-certification shall be submitted to the QPL Engineer  
18 annually.

### 19 20 **9-28.11 Hardware**

21 The last paragraph is revised to read:

22  
23 All steel parts shall be galvanized in accordance with AASHTO M111. Steel bolts and related  
24 connecting hardware shall be galvanized in accordance with ASTM F 2329.

### 25 26 **9-28.14(2) Steel Structures and Posts**

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

28  
29 Anchor rods for sign bridge and cantilever sign structure foundations shall conform to Section 9-  
30 06.5(4), including Supplemental Requirement S4 tested at -20°F.

31  
32 In the second sentence of the fourth paragraph, "AASHTO M232" is revised to read "ASTM F 2329".

33  
34 The first sentence of the fifth paragraph is revised to read:

35  
36 Except as otherwise noted, steel used for sign structures and posts shall have a controlled silicon  
37 content of either 0.00 to 0.06 percent or 0.15 to 0.25 percent.

38  
39 The last sentence of the last paragraph is revised to read:

40  
41 If such modifications are contemplated, the Contractor shall submit a Type 2 Working Drawing of the  
42 proposed modifications.

## 43 44 **SECTION 9-29, ILLUMINATION, SIGNAL, ELECTRICAL**

45  
46 **April 2, 2018**

### 47 **9-29.1 Conduit, Innerduct, and Outerduct**

48 This section is supplemented with the following new subsection:

#### 49 50 **9-29.1(10) Pull Tape**

51 Pull tape shall be pre-lubricated polyester pulling tape. The pull tape shall have a minimum width of  
52 ½-inch and a minimum tensile strength of 500 pounds. Pull tape may have measurement marks.



1  
2 **9-29.2(1) Junction Boxes**

3 The first paragraph is revised to read:

4  
5 For the purposes of this Specification concrete is defined as portland cement or blended hydraulic  
6 cement concrete and non-concrete is all others.

7  
8 **9-29.2(1)A2 Non-Concrete Junction Boxes**

9 The first paragraph is revised to read:

10  
11 Material for the non-concrete junction boxes shall be of a quality that will provide for a similar life  
12 expectancy as portland cement or blended hydraulic cement concrete in a direct burial application.

13  
14 **9-29.2(2)A Standard Duty Cable Vaults and Pull Boxes**

15 In the table in the last paragraph, the fourth, fifth and sixth rows are revised to read:

16

Slip Resistant Lid	ASTM A36 steel
Frame	ASTM A36 steel
Slip Resistant Frame	ASTM A36 steel

17  
18 **9-29.6 Light and Signal Standards**

19 In the first sentence of the third paragraph, "AASHTO M232" is revised to read "ASTM F 2329".

20  
21 Item number 2 of the last paragraph is revised to read:

- 22  
23 2. The steel light and signal standard fabricator's shop drawing submittal, including supporting  
24 design calculations, submitted as a Type 2E Working Drawing in accordance with Section 8-  
25 20.2(1) and the Special Provisions.

26  
27 **9-29.6(1) Steel Light and Signal Standards**

28 In the second paragraph, "AASHTO M232" is revised to read "ASTM F 2329".

29  
30 The first sentence of the last paragraph is revised to read:

31  
32 Steel used for light and signal standards shall have a controlled silicon content of either 0.00 to 0.06  
33 percent or 0.15 to 0.25 percent.

34  
35 **9-29.6(5) Foundation Hardware**

36 In the last paragraph, "AASHTO M232" is revised to read "ASTM F 2329".

37  
38 **9-29.10(1) Conventional Roadway Luminaires**

39 This section is revised to read:

40  
41 All conventional roadway luminaires shall meet 3G vibration requirements as described in ANSI  
42 C136.31.

43  
44 All luminaires shall have housings fabricated from aluminum. The housing shall be painted flat gray,  
45 SAE AMS Standard 595 color chip No. 26280, unless otherwise specified in the Contract. Painted  
46 housings shall withstand a 1,000 hour salt spray test as specified in ASTM B117.

47  
48 Each housing shall include a four bolt slip-fitter mount capable of accepting a nominal 2" tenon and  
49 adjustable within +/- 5 degrees of the axis of the tenon. The clamping bracket(s) and the cap screws  
50 shall not bottom out on the housing bosses when adjusted within the +/- 5 degree range. No part of

1 the slipfitter mounting brackets on the luminaires shall develop a permanent set in excess of 0.2 inch  
2 when the cap screws used for mounting are tightened to a torque of 32 foot-pounds. Each luminaire  
3 shall include leveling reference points for both transverse and longitudinal adjustment.

4  
5 All luminaires shall include shorting caps when shipped. The caps shall be removed and provided to  
6 the Contracting Agency when an alternate control device is required to be installed in the photocell  
7 socket. House side shields shall be included when required by the Contract. Order codes shall be  
8 modified to the minimum extent necessary to include the option for house side shields.

9  
10 This section is supplemented with the following new subsections:

11  
12 **9-29.10(1)A High Pressure Sodium (HPS) Conventional Roadway Luminaires**

13 HPS conventional roadway luminaires shall meet the following requirements:

- 14  
15 1. General shape shall be “cobrahead” style, with flat glass lens and full cutoff optics.
- 16  
17 2. Light pattern distribution shall be IES Type III.
- 18  
19 3. The reflector of all luminaires shall be of a snap-in design or secured with screws. The  
20 reflector shall be polished aluminum or prismatic borosilicate glass.
- 21  
22 4. Flat lenses shall be formed from heat resistant, high-impact, molded borosilicate or  
23 tempered glass.
- 24  
25 5. The lens shall be mounted in a doorframe assembly, which shall be hinged to the luminaire  
26 and secured in the closed position to the luminaire by means of an automatic latch. The  
27 lens and doorframe assembly, when closed, shall exert pressure against a gasket seat.  
28 The lens shall not allow any light output above 90 degrees nadir. Gaskets shall be  
29 composed of material capable of withstanding the temperatures involved and shall be  
30 securely held in place.
- 31  
32 6. The ballast shall be mounted on a separate exterior door, which shall be hinged to the  
33 luminaire and secured in the closed position to the luminaire housing by means of an  
34 automatic type of latch (a combination hex/slot stainless steel screw fastener may  
35 supplement the automatic-type latch).
- 36  
37 7. Each luminaire shall be capable of accepting a 150, 200, 250, 310, or 400 watt lamp  
38 complete and associated ballast. Lamps shall mount horizontally.

39  
40 **9-29.10(1)B Light Emitting Diode (LED) Conventional Roadway Luminaires**

41 LED Conventional Roadway Luminaires are divided into classes based on their equivalent High  
42 Pressure Sodium (HPS) luminaires. Current classes are 200W, 250W, 310W, and 400W. LED  
43 luminaires are required to be pre-approved in order to verify their photometric output. To be  
44 considered for pre-approval, LED luminaires must meet the requirements of this section.

45  
46 LED luminaires shall include a removable access door, with tool-less entry, for access to electronic  
47 components and the terminal block. The access door shall be removable, but include positive  
48 retention such that it can hang freely without disconnecting from the luminaire housing. LED drivers  
49 may be mounted either to the interior of the luminaire housing or to the removable door itself.

50  
51 LED drivers shall be removable for user replacement. All internal modular components shall be  
52 connected by means of mechanical plug and socket type quick disconnects. Wire nuts may not be

1 used for any purpose. All external electrical connections to the luminaire shall be made through the  
2 terminal block.

3  
4 LED luminaires shall include a 7-pin NEMA photocell receptacle. The LED driver(s) shall be  
5 dimmable from ten volts to zero volts. LED output shall have a Correlated Color Temperature (CCT)  
6 of 4000K nominal (4000-4300K) and a Color Rendering Index (CRI) of 70 or greater. LED output  
7 shall be a minimum of 85% at 75,000 hours at 25 degrees Celsius.

8  
9 LED luminaires shall be available for 120V, 240V, and 480V supply voltages. Voltages refer to the  
10 supply voltages to the luminaires present in the field. LED power usage shall not exceed the following  
11 maximum values for the applicable wattage class:

<b>Class</b>	<b>Max. Wattage</b>
200W	110W
250W	165W
310W	210W
400W	275W

12  
13  
14 Only one brand of LED conventional roadway luminaire may be used on a Contract. They do not  
15 necessarily have to be the same brand as any high-mast, underdeck, or wall-mount luminaires when  
16 those types of luminaires are specified in the Contract. LED luminaires shall include a standard 10  
17 year manufacturer warranty.

18  
19 The list of pre-approved LED Conventional Roadway Luminaires is available at  
20 <http://www.wsdot.wa.gov/Design/Traffic/ledluminaires.htm>.

## 21 22 **9-29.10(2) Decorative Luminaires**

23 This section, including title, is revised to read:

### 24 25 **9-29.10(2) Vacant**

## 26 27 **9-29.12 Electrical Splice Materials**

28 This section is supplemented with the following new subsections:

### 29 30 **9-29.12(3) Splice Enclosures**

#### 31 **9-29.12(3)A Heat Shrink Splice Enclosure**

32 Heat shrink splice enclosures shall be medium or heavy wall cross-linked polyolefin, meeting  
33 the requirements of AMS-DTL-23053/15, with thermoplastic adhesive sealant. Heat shrink  
34 splices used for “wye” connections require rubber electrical mastic tape.

#### 35 36 **9-29.12(3)B Molded Splice Enclosure**

37 Molded splice enclosures shall use epoxy resin in a clear rigid plastic mold. The material used  
38 shall be compatible with the insulation material of the insulated conductor or cable. The  
39 component materials of the resin insulation shall be packaged ready for convenient mixing  
40 without removing from the package.

### 41 42 **9-29.12(4) Re-Enterable Splice Enclosure**

43 Re-enterable splice enclosures shall use either dielectric grease or a flexible resin contained in a  
44 two-piece plastic mold. The mold shall either snap together or use stainless steel hose clamps.

### 45 46 **9-29.12(5) Vinyl Electrical Tape for Splices**

47 Vinyl electrical tape in splicing applications shall meet the requirements of MIL-I-24391C.

1 **9-29.12(1) Illumination Circuit Splices**

2 This section is revised to read:

3  
4       Underground illumination circuit splices shall be solderless crimped connections capable of securely  
5       joining the wires, both mechanically and electrically, as defined in Section 8-20.3(8). Aerial  
6       illumination splices shall be solderless crimp connectors or split bolt vice-type connectors.

7  
8 **9-29.12(1)A Heat Shrink Splice Enclosure**

9 This section is deleted in its entirety.

10  
11 **9-29.12(1)B Molded Splice Enclosure**

12 This section is deleted in its entirety.

13  
14 **9-29.12(2) Traffic Signal Splice Material**

15 This section is revised to read:

16  
17       Induction loop splices and magnetometer splices shall use an uninsulated barrel-type crimped  
18       connector capable of being soldered.

19  
20 **9-29.16(2)E Painting Signal Heads**

21 In the first sentence, “Federal Standard 595” is revised to read “SAE AMS Standard 595”.

22  
23 **9-29.17 Signal Head Mounting Brackets and Fittings**

24 In the first paragraph, item number 2 under **Stainless Steel** is revised to read:

- 25  
26       2. Bands or cables for Type N mount.

27  
28 **9-29.20 Pedestrian Signals**

29 In item 2C of the second paragraph, “Federal Standard 595” is revised to read “SAE AMS Standard 595”.

30  
31 **SECTION 9-34, PAVEMENT MARKING MATERIAL**

32  
33 **January 2, 2018**

34 **9-34.2(2) Color**

35 Each reference to “Federal Standard 595” is revised to read “SAE AMS Standard 595”.

36  
37 **9-34.2(5) Low VOC Waterborne Paint**

38 The heading “Standard Waterborne Paint” is supplemented with “Type 1 and 2”.

39  
40 The heading “High-Build Waterborne Paint” is supplemented with “Type 4”.

41  
42 The heading “Cold Weather Waterborne Paint” is supplemented with “Type 5”.

43  
44 In the row beginning with “° @90°F”, each minimum value is revised to read “60”.

45  
46 In the row beginning with “Fineness of Grind, (Hegman Scale)”, each minimum value is revised to read  
47 “3”.

48  
49 The last four rows are replaced with the following:

50

Vehicle Composition	ASTM D 2621	100% acrylic emulsion	100% cross-linking acrylic <sup>4</sup>	100% acrylic emulsion
---------------------	-------------	-----------------------	---	-----------------------

Freeze-Thaw Stability, KU	ASTM D 2243 and D 562	@ 5 cycles show no coagulation or change in viscosity greater than $\pm 10$ KU	@ 5 cycles show no coagulation or change in viscosity greater than $\pm 10$ KU	@ 3 cycles show no coagulation or change in viscosity greater than $\pm 10$ KU
Heat Stability	ASTM D 562 <sup>2</sup>	$\pm 10$ KU from the initial viscosity	$\pm 10$ KU from the initial viscosity	$\pm 10$ KU from the initial Viscosity
Low Temperature Film Formation	ASTM D 2805 <sup>3</sup>	No Cracks*		No Cracks
Cold Flexibility <sup>5</sup>	ASTM D522	Pass at 0.5 in mandrel*		
Test Deck Durability <sup>6</sup>	ASTM D913	$\geq 70\%$ paint retention in wheel track*		
Mud Cracking	(See note 7)	No Cracks	No Cracks	

After the preceding Amendments are applied, the following new column is inserted after the “Standard Waterborne Paint Type 1 and 2” column:

<b>Semi-Durable Waterborne Paint Type 3</b>			
<b>White</b>		<b>Yellow</b>	
<b>Min.</b>	<b>Max.</b>	<b>Min.</b>	<b>Max.</b>
Within $\pm 0.3$ of qualification sample			
80	95	80	95
60		60	
77		77	
	65		65
43		43	
	1.25		1.25
3		3	
0.98		0.96	
88		50	
100°		100°	
9.5		9.5	
	10		10
100% acrylic emulsion			
@ 5 cycles show no coagulation or change in viscosity greater than $\pm 10$ KU			
$\pm 10$ KU from the initial viscosity			
No Cracks			
Pass at 0.25 in mandrel			
$\geq 70\%$ paint retention in wheel track			
No Cracks			

The footnotes are supplemented with the following:

<sup>4</sup>Cross-linking acrylic shall meet the requirements of federal specification TT-P-1952F Section 3.1.1.

<sup>5</sup>Cold Flexibility: The paint shall be applied to an aluminum panel at a wet film thickness of 15 mils and allowed to dry under ambient conditions ( $50\pm 10\%$  RH and  $72\pm 5$  °F) for 24 hours. A cylindrical mandrel apparatus (in accordance with ASTM D522 method B) shall be put in a 40°F refrigerator when the paint is drawn down. After 24 hours, the aluminum panel with dry paint shall be put in the 40°F refrigerator with the mandrel apparatus for 2 hours. After 2 hours, the panel and test apparatus shall be removed and immediately tested to according to ASTM D522 to evaluate cold flexibility. Paint must show no evidence of cracking, chipping or flaking when bent 180 degrees over a mandrel bar of specified diameter.

1 <sup>6</sup>NTPEP test deck, or a test deck conforming to ASTM D713, shall be conducted for a minimum of  
2 six months with the following additional requirements: it shall be applied at 15 wet mils to a test deck  
3 that is located at 40N latitude or higher with at least 10,000 ADT and which was applied during the  
4 months of September through November.

5  
6 <sup>7</sup>Paint is applied to an approximately 4"x12" aluminum panel using a drawdown bar with a 50 mil  
7 gap. The coated panel is allowed to dry under ambient conditions (50±10% RH and 72±5 °F) for 24  
8 hours. Visual evaluation of the dry film shall reveal no cracks.

9  
10 **9-34.3 Plastic**

11 In the first sentence of the last paragraph, "Federal Standard 595" is revised to read "SAE AMS Standard  
12 595".

13  
14 **9-34.3(2) Type B – Pre-Formed Fused Thermoplastic**

15 In the last two paragraphs, each reference to "Federal Standard 595" is revised to read "SAE AMS  
16 Standard 595".

17  
18 **9-34.7(1) Requirements**

19 The first paragraph is revised to read:

20  
21 Field performance evaluation is required for low VOC solvent-based paint per Section 9-34.2(4),  
22 Type A – liquid hot applied thermoplastic per Section 9-34.3(1), Type B – preformed fused  
23 thermoplastic per Section 9-34.3(2), Type C – cold applied preformed tape per Section 9-34.3(3),  
24 and Type D – liquid applied methyl methacrylate per Section 9-34.3(4).

25  
26 The last paragraph is deleted.

27  
28 **9-34.7(1)C Auto No-Track Time**

29 The first paragraph is revised to read:

30  
31 Auto No-Track Time will only be required for low VOC solvent-based paint in accordance with  
32 Section 9-34.2(4).

33  
34 The second and third sentences of the second paragraph are deleted.

1 **INTRODUCTION**

2  
3 The following Special Provisions are made a part of this contract and supersede any conflicting  
4 provisions of the 2018 Standard Specifications for Road, Bridge, and Municipal Construction, and the  
5 foregoing Amendments to the Standard Specifications.

6  
7 The said Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT  
8 Construction Manual, together with the Special Provisions and the attached plans hereinafter contained,  
9 covering all work specified under this contract are incorporated and hereby made a part of this contract.  
10 The Special Provisions hereinafter contained shall supersede any conflicting provisions of the Standard  
11 Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT Construction Manual.

12  
13 Several types of Special Provisions are included in this contract; General, Region, Bridges and  
14 Structures, and Project Specific. Special Provisions types are differentiated as follows:

- 15 (date) General Special Provision
- 16 (\*\*\*\*\*) Notes a revision to a General Special Provision
- 17 and also notes a Project Specific Special Provision.
- 18 (APWA GSP) American Public Works Association General Special Provision

19  
20  
21 **General Special Provisions** are similar to Standard Specifications in that they typically apply to many  
22 projects, usually in more than one Region. Usually, the only difference from one project to another is  
23 the inclusion of variable project data, inserted as a “fill-in”.

24  
25 **Project Specific Special Provisions** normally appear only in the contract for which they were  
26 developed.

27  
28 The following paragraph pertaining to the Standard Specifications shall obtain and be made a part of  
29 this contract:

30  
31 Wherever the word “State” or “Contracting Agency” is used it shall mean Lewis County; that  
32 wherever the words “Secretary (Secretary of Transportation)” are used they shall mean Lewis  
33 County Engineer; that wherever the words “State Treasurer” are used they shall mean Lewis  
34 County Treasurer; that wherever the words “State Auditor” are used they shall mean Lewis  
35 County Auditor; that wherever the words “Motor Vehicle Fund” are used they shall mean Lewis  
36 County Road Fund.

37 **SPECIAL PROVISIONS**

38  
39 **DIVISION 1**  
40 **GENERAL REQUIREMENTS**

41  
42 **1-01, DESCRIPTION OF WORK**

43 (March 13, 1995)

44  
45 This contract provides for the improvement of \*\*\* approximately 63.5 miles of roadway, in Lewis County  
46 by placing Flexible Guide Posts as directed by the Engineer, traffic control on various roads \*\*\* and  
47 other work, all in accordance with the attached Plans, these Contract Provisions, and the Standard  
48 Specifications.

1 **1-01.3 Definitions**

2 (January 4, 2016 APWA GSP)

3  
4 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with  
5 the following:

6  
7 **Dates**

8 ***Bid Opening Date***

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

10 ***Award Date***

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

13 ***Contract Execution Date***

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

15 ***Notice to Proceed Date***

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

17 ***Substantial Completion Date***

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

23 ***Physical Completion Date***

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

27 ***Completion Date***

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

32 ***Final Acceptance Date***

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

34  
35 Supplement this Section with the following:

36  
37 All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions,  
38 to the terms "Department of Transportation", "Washington State Transportation Commission",  
39 "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer"  
40 shall be revised to read "Contracting Agency".

41  
42 All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless  
43 the reference is to an administrative agency of the State of Washington, a State statute or  
44 regulation, or the context reasonably indicates otherwise.

45  
46 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency  
47 designated location".

48  
49 All references to "final contract voucher certification" shall be interpreted to mean the Contracting  
50 Agency form(s) by which final payment is authorized, and final completion and acceptance granted.



1 **Additive**

2 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which  
3 may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.  
4

5 **Alternate**

6 One of two or more units of work or groups of bid items, identified separately in the Bid Proposal,  
7 from which the Contracting Agency may make a choice between different methods or material of  
8 construction for performing the same work.  
9

10 **Business Day**

11 A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.  
12

13 **Contract Bond**

14 The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s)  
15 are required by the Contract Documents, which may be a combination of a Payment Bond and a  
16 Performance Bond.  
17

18 **Contract Documents**

19 See definition for “Contract”.  
20

21 **Contract Time**

22 The period of time established by the terms and conditions of the Contract within which the Work  
23 must be physically completed.  
24

25 **Notice of Award**

26 The written notice from the Contracting Agency to the successful Bidder signifying the Contracting  
27 Agency’s acceptance of the Bid Proposal.  
28

29 **Notice to Proceed**

30 The written notice from the Contracting Agency or Engineer to the Contractor authorizing and  
31 directing the Contractor to proceed with the Work and establishing the date on which the Contract  
32 time begins.  
33

34 **Traffic**

35 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian  
36 traffic.  
37

38 **1-02, BID PROCEDURES AND CONDITIONS**

39 **1-02.1 Prequalification of Bidders**

40  
41 Delete this Section and replace it with the following:  
42

43 **1-02.1 Qualifications of Bidder**

44 (January 24, 2011 APWA GSP)  
45

46  
47 Before award of a public works contract, a bidder must meet at least the minimum qualifications of  
48 RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public  
49 works project.  
50

51 **1-02.2 Plans and Specifications**

52 (\*\*\*\*\*)

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

1  
2 Copies of the plans, specifications and soils information are on file in the office of:

3  
4 Lewis County Public Works Department  
5 2025 NE Kresky Ave.  
6 Chehalis, Washington 98532  
7 (360) 740-2612  
8

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

10  
11 Prospective bidders may obtain plans and specifications from Lewis County Public  
12 Works Department in Chehalis, Washington or download from Lewis County Website at  
13 [www.lewiscountywa.gov](http://www.lewiscountywa.gov).

#### 14 **1-02.6 Preparation Of Proposal**

15 Section 1-02.6 is supplemented with the following:

16  
17 (August 2, 2004)

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

19  
20  
21 (June 1, 2017)

22 The Bidder shall submit with the Bid a completed Underutilized Disadvantaged Business  
23 Enterprise (UDBE) Utilization Certification, when required by the Special Provisions. For each and  
24 every UDBE firm listed on the Bidder's completed Underutilized Disadvantaged Business  
25 Enterprise Utilization Certification, the Bidder shall submit written confirmation from that UDBE firm  
26 that the UDBE is in agreement with the UDBE participation commitment that the Bidder has made  
27 in the Bidder's completed Underutilized Disadvantaged Business Enterprise Utilization  
28 Certification. WSDOT Form 422 031U (Underutilized Disadvantaged Business Enterprise Written  
29 Confirmation Document) is to be used for this purpose. Bidder must submit good faith effort  
30 documentation only in the event the bidder's efforts to solicit sufficient UDBE participation have  
31 been unsuccessful. Directions for delivery of the Underutilized Disadvantaged Business Enterprise  
32 Written Confirmation Documents and Underutilized Disadvantaged Business Enterprise Good  
33 Faith Effort documentation are included in Section 1-02.9.

#### 34 **1-02.9 Delivery of Proposal**

35 (May 17, 2018 APWA GSP, Option A)

36  
37 Delete this section and replace it with the following:

38  
39  
40 Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number  
41 as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required  
42 in the Bid Documents, to ensure proper handling and delivery.

43  
44 To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the  
45 following items, as required by Section 1-02.6:

- 46  
47
- 48 • UDBE Written Confirmation Document from each UDBE firm listed on the Bidder's  
49 completed UDBE Utilization Certification (WSDOT 272-056U)
  - 50 • Good Faith Effort (GFE) Documentation

51 These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to  
52 the Bid. These documents shall be received **no later than 24 hours** (not including Saturdays,  
53 Sundays and Holidays) after the time for delivery of the Bid Proposal.

1  
2 If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope  
3 labeled the same as for the Proposal, with "Supplemental Information" added. All other information  
4 required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the  
5 time stated in the Call for Bids.

6  
7 The Contracting Agency will not open or consider any Bid Proposal that is received after the time  
8 specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that  
9 specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental  
10 Information" (UDBE confirmations, or GFE documentation) that is received after the time specified  
11 above, or received in a location other than that specified in the Call for Bids.

## 12 **1-02.12 Public Opening Of Proposal**

13 **(\*\*\*\*\*)**

14 Section 1-02.12 is supplemented with the following:

### 15 **Date and Time of Bid Opening**

16  
17 The Board of County Commissioners of Lewis County or designee, will open sealed proposals and  
18 publicly read them aloud on or after 11:00 a.m. on August 28, 2018, at the Lewis County  
19 Courthouse, Chehalis, Washington, for the 2017 Flexible Guidepost Project – Phase 1, CRP  
20 2185A, F.A. Project No. HSIP-000S(478).  
21

### 22 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE** 23 **11:00 A.M. on Tuesday, August 28, 2018**

24 (Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners.  
25 **Bids submitted after 11:00 AM will not be considered for this project.**)  
26

### 27 **Delivery and Marking of Sealed Bid Proposals**

28 Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners  
29 (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532) by or before **11:00**  
30 **a.m.** on the date specified for opening, and in an envelope clearly marked: **"SEALED BID FOR**  
31 **THE 2017 FLEXIBLE GUIDEPOST PROJECT – PHASE 1, CRP 2185A, F.A. PROJECT NO.**  
32 **HSIP-000S(478), TO BE OPENED ON OR AFTER 11:00 A.M. ON AUGUST 28, 2018.**  
33

## 34 **1-02.13 Irregular Proposals**

35 *(June 20, 2017 APWA GSP)*

36 Delete this section and replace it with the following:

- 37  
38  
39  
40 1. A Proposal will be considered irregular and will be rejected if:
- 41 a. The Bidder is not prequalified when so required;
  - 42 b. The authorized Proposal form furnished by the Contracting Agency is not used or is  
43 altered;
  - 44 c. The completed Proposal form contains any unauthorized additions, deletions, alternate  
45 Bids, or conditions;
  - 46 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into  
47 the Contract;
  - 48 e. A price per unit cannot be determined from the Bid Proposal;
  - 49 f. The Proposal form is not properly executed;
  - 50 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as  
51 required in Section 1-02.6;
  - 52 h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged  
53 Business Enterprise Certification, if applicable, as required in Section 1-02.6;

- i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE 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 UDBE 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**  
*(May 17, 2018 APWA GSP, Option B)*

Delete this section and replace it with the following:

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

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

**1. Delinquent State Taxes**

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

**2. Federal Debarment**

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.

1  
2 B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the  
3 U.S. government’s “System for Award Management” database (www.sam.gov).  
4

5 **3. Subcontractor Responsibility**

6  
7 A Criterion: The Bidder’s standard subcontract form shall include the subcontractor  
8 responsibility language required by RCW 39.06.020, and the Bidder shall have an  
9 established procedure which it utilizes to validate the responsibility of each of its  
10 subcontractors. The Bidder’s subcontract form shall also include a requirement that  
11 each of its subcontractors shall have and document a similar procedure to determine  
12 whether the sub-tier subcontractors with whom it contracts are also “responsible”  
13 subcontractors as defined by RCW 39.06.020.  
14

15 B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy  
16 of its standard subcontract form for review by the Contracting Agency, and a written  
17 description of its procedure for validating the responsibility of subcontractors with which  
18 it contracts.  
19

20 **4. Claims Against Retainage and Bonds**

21  
22 A Criterion: The Bidder shall not have a record of excessive claims filed against the  
23 retainage or payment bonds for public works projects in the three years prior to the bid  
24 submittal date, that demonstrate a lack of effective management by the Bidder of making  
25 timely and appropriate payments to its subcontractors, suppliers, and workers, unless  
26 there are extenuating circumstances and such circumstances are deemed acceptable to  
27 the Contracting Agency.  
28

29 B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of  
30 the public works projects completed in the three years prior to the bid submittal date that  
31 have had claims against retainage and bonds and include for each project the following  
32 information:  
33

- 34 • Name of project
- 35 • The owner and contact information for the owner;
- 36 • A list of claims filed against the retainage and/or payment bond for any of the  
37 projects listed;
- 38 • A written explanation of the circumstances surrounding each claim and the ultimate  
39 resolution of the claim.  
40

41 **5. Public Bidding Crime**

42  
43 A Criterion: The Bidder and/or its owners shall not have been convicted of a crime  
44 involving bidding on a public works contract in the five years prior to the bid submittal  
45 date.  
46

47 B. Documentation: The Bidder, if and when required as detailed below, shall sign a  
48 statement (on a form to be provided by the Contracting Agency) that the Bidder and/or  
49 its owners have not been convicted of a crime involving bidding on a public works  
50 contract.  
51

52 **6. Termination for Cause / Termination for Default**

- 1 A Criterion: The Bidder shall not have had any public works contract terminated for cause  
2 or terminated for default by a government agency in the five years prior to the bid  
3 submittal date, unless there are extenuating circumstances and such circumstances are  
4 deemed acceptable to the Contracting Agency.
- 5
- 6 B. Documentation: The Bidder, if and when required as detailed below, shall sign a  
7 statement (on a form to be provided by the Contracting Agency) that the Bidder has not  
8 had any public works contract terminated for cause or terminated for default by a  
9 government agency in the five years prior to the bid submittal date; or if Bidder was  
10 terminated, describe the circumstances. .

11

12 **7. Lawsuits**

- 13
- 14 A Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder  
15 in the five years prior to the bid submittal date that demonstrate a pattern of failing to  
16 meet the terms of contracts, unless there are extenuating circumstances and such  
17 circumstances are deemed acceptable to the Contracting Agency
- 18
- 19 B. Documentation: The Bidder, if and when required as detailed below, shall sign a  
20 statement (on a form to be provided by the Contracting Agency) that the Bidder has not  
21 had any lawsuits with judgments entered against the Bidder in the five years prior to the  
22 bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or  
23 shall submit a list of all lawsuits with judgments entered against the Bidder in the five  
24 years prior to the bid submittal date, along with a written explanation of the  
25 circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate  
26 these explanations to determine whether the lawsuits demonstrate a pattern of failing to  
27 meet of terms of construction related contracts

28

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

41

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

48

49 If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria  
50 above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in  
51 writing, with the reasons for its determination. If the Bidder disagrees with this determination, it  
52 may appeal the determination within two (2) business days of the Contracting Agency's  
53 determination by presenting its appeal and any additional information to the Contracting Agency.

1 The Contracting Agency will consider the appeal and any additional information before issuing its  
2 final determination. If the final determination affirms that the Bidder is not responsible, the  
3 Contracting Agency will not execute a contract with any other Bidder until at least two business  
4 days after the Bidder determined to be not responsible has received the Contracting Agency's  
5 final determination.

6  
7 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with  
8 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria  
9 may make or submit requests to the Contracting Agency to modify the criteria. Such requests  
10 shall be in writing, describe the nature of the concerns, and propose specific modifications to the  
11 criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5)  
12 business days prior to the bid submittal deadline and address the request to the Project Engineer  
13 or such other person designated by the Contracting Agency in the Bid Documents.

14  
15 **1-02.15 Pre Award Information**  
16 *(August 14, 2013 APWA GSP)*

17  
18 Revise this section to read:

19  
20 Before awarding any contract, the Contracting Agency may require one or more of these items or  
21 actions of the apparent lowest responsible bidder:

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

33  
34 **1-03.4 Contract Bond**  
35 *(July 23, 2015 APWA GSP)*  
36

37 Delete the first paragraph and replace it with the following:

38  
39 The successful bidder shall provide executed payment and performance bond(s) for the full contract  
40 amount. The bond may be a combined payment and performance bond; or be separate payment  
41 and performance bonds. In the case of separate payment and performance bonds, each shall be  
42 for the full contract amount. The bond(s) shall:

- 43 1. Be on Contracting Agency-furnished form(s);
- 44 2. Be signed by an approved surety (or sureties) that:
  - 45 a. Is registered with the Washington State Insurance Commissioner, and
  - 46 b. Appears on the current Authorized Insurance List in the State of Washington published by  
47 the Office of the Insurance Commissioner,
- 48 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and  
49 conditions under the Contract, including but not limited to the duty and obligation to indemnify,  
50 defend, and protect the Contracting Agency against all losses and claims related directly or  
51 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**

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

10  
11 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys),  
12 scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

13  
14 The following are considered to be steel manufacturing processes:

- 15 1. Production of steel by any of the following processes:
  - 16 a. Open hearth furnace.
  - 17 b. Basic oxygen.
  - 18 c. Electric furnace.
  - 19 d. Direct reduction.
- 20 2. Rolling, heat treating, and any other similar processing.
- 21 3. Fabrication of the products.
  - 22 a. Spinning wire into cable or strand.
  - 23 b. Corrugating and rolling into culverts.
  - 24 c. Shop fabrication.

25  
26 A certification of materials origin will be required for any items comprised of, or containing, steel or  
27 iron construction materials prior to such items being incorporated into the permanent work. The  
28 certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the  
29 Contractor chooses, provided it contains the same information as DOT Form 350-109EF.  
30  
31  
32  
33  
34  
35

## 36 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

### 37 **1-07.1 Laws to be Observed** 38 *(October 1, 2005 APWA GSP)*

39 Supplement this section with the following:

40  
41 In cases of conflict between different safety regulations, the more stringent regulation shall apply.

42  
43 The Washington State Department of Labor and Industries shall be the sole and paramount  
44 administrative agency responsible for the administration of the provisions of the Washington Industrial  
45 Safety and Health Act of 1973 (WISHA).  
46  
47  
48  
49  
50  
51  
52

1  
2 The Contractor shall maintain at the project site office, or other well known place at the project site,  
3 all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and  
4 make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's  
5 care, persons, including employees, who may have been injured on the project site. Employees  
6 should not be permitted to work on the project site before the Contractor has established and made  
7 known procedures for removal of injured persons to a hospital or a doctor's care.

8  
9 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the  
10 Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure,  
11 or improper maintenance, use, or operation. The Contractor shall be solely and completely  
12 responsible for the conditions of the project site, including safety for all persons and property in the  
13 performance of the work. This requirement shall apply continuously, and not be limited to normal  
14 working hours. The required or implied duty of the Engineer to conduct construction review of the  
15 Contractor's performance does not, and shall not, be intended to include review and adequacy of the  
16 Contractor's safety measures in, on, or near the project site.

## 17 **1-07.2 State Taxes**

18  
19  
20 Delete this section, including its sub-sections, in its entirety and replace it with the following:

### 21 22 **1-07.2 State Sales Tax** 23 *(June 27, 2011 APWA GSP)*

24  
25 The Washington State Department of Revenue has issued special rules on the State sales tax.  
26 Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should  
27 contact the Washington State Department of Revenue for answers to questions in this area. The  
28 Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax  
29 liability.

30  
31 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts.  
32 In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this  
33 exception.

34  
35 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-  
36 funded Project) only if the Contractor has obtained from the Washington State Department of  
37 Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The  
38 Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may  
39 owe the Washington State Department of Revenue, whether the amount owed relates to this contract  
40 or not. Any amount so deducted will be paid into the proper State fund.

### 41 42 **1-07.2(1) State Sales Tax — Rule 171**

43  
44 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc.,  
45 which are owned by a municipal corporation, or political subdivision of the state, or by the United  
46 States, and which are used primarily for foot or vehicular traffic. This includes storm or combined  
47 sewer systems within and included as a part of the street or road drainage system and power lines  
48 when such are part of the roadway lighting system. For work performed in such cases, the  
49 Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or  
50 other contract amounts, including those that the Contractor pays on the purchase of the materials,  
51 equipment, or supplies used or consumed in doing the work.

1 **1-07.2(2) State Sales Tax — Rule 170**

2  
3 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing  
4 buildings, or other structures, upon real property. This includes, but is not limited to, the  
5 construction of streets, roads, highways, etc., owned by the state of Washington; water mains and  
6 their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and  
7 disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph,  
8 electrical power distribution lines, or other conduits or lines in or above streets or roads, unless  
9 such power lines become a part of a street or road lighting system; and installing or attaching of any  
10 article of tangible personal property in or to real property, whether or not such personal property  
11 becomes a part of the realty by virtue of installation.

12  
13 For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail  
14 sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to  
15 each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax  
16 in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following  
17 exception.

18  
19 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a  
20 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable  
21 supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices  
22 or in any other contract amount.

23  
24 **1-07.2(3) Services**

25  
26 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly  
27 for professional or other services (as defined in Washington State Department of Revenue Rules  
28 138 and 244).

29  
30 **1-07.6 Permits and Licenses**

31 Section 1-07.6 is supplemented with the following:

32  
33 **Hydraulic Permits**

34 (\*\*\*\*\*)

35 No hydraulic permits are required for this project unless the Contractor's operations use, divert,  
36 obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the  
37 State or materials from gravel or sand bars, or from stream beds.

38  
39 **1-07.9 Wages**

40  
41 **General**

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

43  
44 (January 5, 2018)

45 The Federal wage rates incorporated in this contract have been established by the Secretary  
46 of Labor under United States Department of Labor General Decision No. WA180001.

47  
48 The State rates incorporated in this contract are applicable to all construction activities  
49 associated with this contract.

50  
51 **1-07.11 Requirements for Nondiscrimination**

52 Section 1-07.11 is supplemented with the following:

1  
2 (April 2, 2018)

3 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order  
4 11246)

- 5  
6 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal  
7 Equal Employment Opportunity Construction Contract Specifications set forth herein.  
8  
9 2. The goals and timetables for minority and female participation set by the Office of Federal  
10 Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate  
11 work force in each construction craft and in each trade on all construction work in the covered  
12 area, are as follows:

13  
14 Women - Statewide

15  
16 Timetable Goal

17  
18 Until further notice 6.9%

19 Minorities - by Standard Metropolitan Statistical Area (SMSA)

20  
21 Spokane, WA:

22 SMSA Counties:

23 Spokane, WA 2.8

24 WA Spokane.

25 Non-SMSA Counties 3.0

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

28  
29 Richland, WA

30 SMSA Counties:

31 Richland Kennewick, WA 5.4

32 WA Benton; WA Franklin.

33 Non-SMSA Counties 3.6

34 WA Walla Walla.

35  
36 Yakima, WA:

37 SMSA Counties:

38 Yakima, WA 9.7

39 WA Yakima.

40 Non-SMSA Counties 7.2

41 WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

42  
43 Seattle, WA:

44 SMSA Counties:

45 Seattle Everett, WA 7.2

46 WA King; WA Snohomish.

47 Tacoma, WA 6.2

48 WA Pierce.

49 Non-SMSA Counties 6.1

50 WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis;  
51 WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.

1 Portland, OR:

2 SMSA Counties:

3 Portland, OR-WA

4.5

4 WA Clark.

5 Non-SMSA Counties

3.8

6 WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

7  
8 These goals are applicable to each nonexempt Contractor's total on-site construction workforce,  
9 regardless of whether or not part of that workforce is performing work on a Federal, or federally  
10 assisted project, contract, or subcontract until further notice. Compliance with these goals and  
11 time tables is enforced by the Office of Federal Contract compliance Programs.

12  
13 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4  
14 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action  
15 obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet  
16 the goals. The hours of minority and female employment and training must be substantially  
17 uniform throughout the length of the contract, in each construction craft and in each trade, and  
18 the Contractor shall make a good faith effort to employ minorities and women evenly on each  
19 of its projects. The transfer of minority or female employees or trainees from Contractor to  
20 Contractor or from project to project for the sole purpose of meeting the Contractor's goal shall  
21 be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.  
22 Compliance with the goals will be measured against the total work hours performed.

- 23  
24 3. The Contractor shall provide written notification to the Office of Federal Contract Compliance  
25 Programs (OFCCP) within 10 working days of award of any construction subcontract in excess  
26 of \$10,000 or more that are Federally funded, at any tier for construction work under the contract  
27 resulting from this solicitation. The notification shall list the name, address and telephone  
28 number of the Subcontractor; employer identification number of the Subcontractor; estimated  
29 dollar amount of the subcontract; estimated starting and completion dates of the subcontract;  
30 and the geographical area in which the contract is to be performed. The notification shall be  
31 sent to:

32  
33 U.S. Department of Labor  
34 Office of Federal Contract Compliance Programs Pacific Region  
35 Attn: Regional Director  
36 San Francisco Federal Building  
37 90 – 7<sup>th</sup> Street, Suite 18-300  
38 San Francisco, CA 94103(415) 625-7800 Phone  
39 (415) 625-7799 Fax  
40

41 Additional information may be found at the U.S. Department of Labor website:  
42 <https://www.dol.gov/ofccp/regs/compliance/preaward/cnstnote.htm>  
43

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

46  
47 Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive  
48 Order 11246)

- 49  
50 1. As used in these specifications:

51  
52 a. Covered Area means the geographical area described in the solicitation from which  
53 this contract resulted;

- 1
- 2 b. Director means Director, Office of Federal Contract Compliance Programs, United
- 3 States Department of Labor, or any person to whom the Director delegates authority;
- 4
- 5 c. Employer Identification Number means the Federal Social Security number used on
- 6 the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- 7
- 8 d. Minority includes:
- 9
- 10 (1) Black, a person having origins in any of the Black Racial Groups of Africa.
- 11
- 12 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican,
- 13 Puerto Rican, Cuban, Central American, South American, or other Spanish
- 14 origin.
- 15
- 16 (3) Asian or Pacific Islander, a person having origins in any of the original
- 17 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and
- 18 Samoa.
- 19
- 20 (4) American Indian or Alaskan Native, a person having origins in any of the
- 21 original peoples of North America, and who maintain cultural identification
- 22 through tribal affiliation or community recognition.
- 23

- 24 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work
- 25 involving any construction trade, it shall physically include in each subcontract in excess of
- 26 \$10,000 the provisions of these specifications and the Notice which contains the applicable
- 27 goals for minority and female participation and which is set forth in the solicitations from which
- 28 this contract resulted.
- 29
- 30 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by
- 31 the U.S. Department of Labor in the covered area either individually or through an association,
- 32 its affirmative action obligations on all work in the Plan area (including goals and timetables)
- 33 shall be in accordance with that Plan for those trades which have unions participating in the
- 34 Plan. Contractors must be able to demonstrate their participation in and compliance with the
- 35 provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an
- 36 approved Plan is individually required to comply with its obligations under the EEO clause, and
- 37 to make a good faith effort to achieve each goal under the Plan in each trade in which it has
- 38 employees. The overall good faith performance by other Contractors or Subcontractors toward
- 39 a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure
- 40 to take good faith effort to achieve the Plan goals and timetables.
- 41
- 42 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs
- 43 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this
- 44 contract resulted are expressed as percentages of the total hours of employment and training
- 45 of minority and female utilization the Contractor should reasonably be able to achieve in each
- 46 construction trade in which it has employees in the covered area. Covered construction
- 47 contractors performing construction work in geographical areas where they do not have a
- 48 Federal or federally assisted construction contract shall apply the minority and female goals
- 49 established for the geographical area where the work is being performed. The Contractor is
- 50 expected to make substantially uniform progress in meeting its goals in each craft during the
- 51 period specified.
- 52

- 1 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with  
2 whom the Contractor has a collective bargaining agreement, to refer either minorities or women  
3 shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or  
4 the regulations promulgated pursuant thereto.  
5
- 6 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting  
7 the goals, such apprentices and trainees must be employed by the Contractor during the training  
8 period, and the Contractor must have made a commitment to employ the apprentices and  
9 trainees at the completion of their training, subject to the availability of employment  
10 opportunities. Trainees must be trained pursuant to training programs approved by the U.S.  
11 Department of Labor.  
12
- 13 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity.  
14 The evaluation of the Contractor's compliance with these specifications shall be based upon its  
15 effort to achieve maximum results from its action. The Contractor shall document these efforts  
16 fully, and shall implement affirmative action steps at least as extensive as the following:  
17
- 18 a. Ensure and maintain a working environment free of harassment, intimidation, and  
19 coercion at all sites, and in all facilities at which the Contractor's employees are  
20 assigned to work. The Contractor, where possible, will assign two or more women to  
21 each construction project. The Contractor shall specifically ensure that all foremen,  
22 superintendents, and other on-site supervisory personnel are aware of and carry out  
23 the Contractor's obligation to maintain such a working environment, with specific  
24 attention to minority or female individuals working at such sites or in such facilities.  
25
  - 26 b. Establish and maintain a current list of minority and female recruitment sources,  
27 provide written notification to minority and female recruitment sources and to  
28 community organizations when the Contractor or its unions have employment  
29 opportunities available, and maintain a record of the organizations' responses.  
30
  - 31 c. Maintain a current file of the names, addresses and telephone numbers of each  
32 minority and female off-the-street applicant and minority or female referral from a  
33 union, a recruitment source or community organization and of what action was taken  
34 with respect to each such individual. If such individual was sent to the union hiring hall  
35 for referral and was not referred back to the Contractor by the union or, if referred, not  
36 employed by the Contractor, this shall be documented in the file with the reason  
37 therefor, along with whatever additional actions the Contractor may have taken.  
38
  - 39 d. Provide immediate written notification to the Director when the union or unions with  
40 which the Contractor has a collective bargaining agreement has not referred to the  
41 Contractor a minority person or woman sent by the Contractor, or when the Contractor  
42 has other information that the union referral process has impeded the Contractor's  
43 efforts to meet its obligations.  
44
  - 45 e. Develop on-the-job training opportunity and/or participate in training programs for the  
46 area which expressly include minorities and women, including upgrading programs  
47 and apprenticeship and trainee programs relevant to the Contractor's employment  
48 needs, especially those programs funded or approved by the U.S. Department of  
49 Labor. The Contractor shall provide notice of these programs to the sources compiled  
50 under 7b above.  
51
  - 52 f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions  
53 and training programs and requesting their cooperation in assisting the Contractor in



1 meeting its EEO obligations; by including it in any policy manual and collective  
2 bargaining agreement; by publicizing it in the company newspaper, annual report, etc.;  
3 by specific review of the policy with all management personnel and with all minority  
4 and female employees at least once a year; and by posting the company EEO policy  
5 on bulletin boards accessible to all employees at each location where construction  
6 work is performed.

- 7
- 8 g. Review, at least annually, the company's EEO policy and affirmative action obligations  
9 under these specifications with all employees having any responsibility for hiring,  
10 assignment, layoff, termination or other employment decisions including specific  
11 review of these items with on-site supervisory personnel such as Superintendents,  
12 General Foremen, etc., prior to the initiation of construction work at any job site. A  
13 written record shall be made and maintained identifying the time and place of these  
14 meetings, persons attending, subject matter discussed, and disposition of the subject  
15 matter.
- 16
- 17 h. Disseminate the Contractor's EEO policy externally by including it in any advertising in  
18 the news media, specifically including minority and female news media, and providing  
19 written notification to and discussing the Contractor's EEO policy with other  
20 Contractors and Subcontractors with whom the Contractor does or anticipates doing  
21 business.
- 22
- 23 i. Direct its recruitment efforts, both oral and written to minority, female and community  
24 organizations, to schools with minority and female students and to minority and female  
25 recruitment and training organizations serving the Contractor's recruitment area and  
26 employment needs. Not later than one month prior to the date for the acceptance of  
27 applications for apprenticeship or other training by any recruitment source, the  
28 Contractor shall send written notification to organizations such as the above,  
29 describing the openings, screening procedures, and tests to be used in the selection  
30 process.
- 31
- 32 j. Encourage present minority and female employees to recruit other minority persons  
33 and women and where reasonable, provide after school, summer and vacation  
34 employment to minority and female youth both on the site and in other areas of a  
35 Contractor's work force.
- 36
- 37 k. Validate all tests and other selection requirements where there is an obligation to do  
38 so under 41 CFR Part 60-3.
- 39
- 40 l. Conduct, at least annually, an inventory and evaluation of all minority and female  
41 personnel for promotional opportunities and encourage these employees to seek or to  
42 prepare for, through appropriate training, etc., such opportunities.
- 43
- 44 m. Ensure that seniority practices, job classifications, work assignments and other  
45 personnel practices, do not have a discriminatory effect by continually monitoring all  
46 personnel and employment related activities to ensure that the EEO policy and the  
47 Contractor's obligations under these specifications are being carried out.
- 48
- 49 n. Ensure that all facilities and company activities are nonsegregated except that  
50 separate or single-user toilet and necessary changing facilities shall be provided to  
51 assure privacy between the sexes.
- 52

- 1           o. Document and maintain a record of all solicitations of offers for subcontracts from  
2 minority and female construction contractors and suppliers, including circulation of  
3 solicitations to minority and female contractor associations and other business  
4 associations.
- 5
- 6           p. Conduct a review, at least annually, of all supervisors' adherence to and performance  
7 under the Contractor's EEO policies and affirmative action obligations.
- 8
- 9       8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one  
10 or more of their affirmative action obligations (7a through 7p). The efforts of a contractor  
11 association, joint contractor-union, contractor-community, or other similar group of which the  
12 Contractor is a member and participant, may be asserted as fulfilling any one or more of the  
13 obligations under 7a through 7p of this Special Provision provided that the Contractor actively  
14 participates in the group, makes every effort to assure that the group has a positive impact on  
15 the employment of minorities and women in the industry, ensure that the concrete benefits of  
16 the program are reflected in the Contractor's minority and female work-force participation,  
17 makes a good faith effort to meet its individual goals and timetables, and can provide access to  
18 documentation which demonstrate the effectiveness of actions taken on behalf of the  
19 Contractor. The obligation to comply, however, is the Contractor's and failure of such a group  
20 to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 21
- 22       9. A single goal for minorities and a separate single goal for women have been established. The  
23 Contractor, however, is required to provide equal employment opportunity and to take affirmative  
24 action for all minority groups, both male and female, and all women, both minority and non-  
25 minority. Consequently, the Contractor may be in violation of the Executive Order if a particular  
26 group is employed in substantially disparate manner (for example, even though the Contractor  
27 has achieved its goals for women generally, the Contractor may be in violation of the Executive  
28 Order if a specific minority group of women is underutilized).
- 29
- 30       10. The Contractor shall not use the goals and timetables or affirmative action standards to  
31 discriminate against any person because of race, color, religion, sex, or national origin.
- 32
- 33       11. The Contractor shall not enter into any subcontract with any person or firm debarred from  
34 Government contracts pursuant to Executive Order 11246.
- 35
- 36       12. The Contractor shall carry out such sanctions and penalties for violation of these specifications  
37 and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of  
38 existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as  
39 amended, and its implementing regulations by the Office of Federal Contract Compliance  
40 Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in  
41 violation of these specifications and Executive Order 11246, as amended.
- 42
- 43       13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific  
44 affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of  
45 this Special Provision, so as to achieve maximum results from its efforts to ensure equal  
46 employment opportunity. If the Contractor fails to comply with the requirements of the Executive  
47 Order, the implementing regulations, or these specifications, the Director shall proceed in  
48 accordance with 41 CFR 60-4.8.
- 49
- 50       14. The Contractor shall designate a responsible official to monitor all employment related activity  
51 to ensure that the company EEO policy is being carried out, to submit reports relating to the  
52 provisions hereof as may be required by the government and to keep records. Records shall at  
53 least include, for each employee, their name, address, telephone numbers, construction trade,

1 union affiliation if any, employee identification number when assigned, social security number,  
2 race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in  
3 status, hours worked per week in the indicated trade, rate of pay, and locations at which the  
4 work was performed. Records shall be maintained in an easily understandable and retrievable  
5 form; however, to the degree that existing records satisfy this requirement, the Contractors will  
6 not be required to maintain separate records.

- 7
- 8 15. Nothing herein provided shall be construed as a limitation upon the application of other laws  
9 which establish different standards of compliance or upon the application of requirements for  
10 the hiring of local or other area residents (e.g., those under the Public Works Employment Act  
11 of 1977 and the Community Development Block Grant Program).
- 12
- 13 16. Additional assistance for Federal Construction Contractors on contracts administered by  
14 Washington State Department of Transportation or by Local Agencies may be found at:

15

16 Washington State Dept. of Transportation  
17 Office of Equal Opportunity  
18 PO Box 47314  
19 310 Maple Park Ave. SE  
20 Olympia WA  
21 98504-7314  
22 Ph: 360-705-7090  
23 Fax: 360-705-6801  
24 <http://www.wsdot.wa.gov/equalopportunity/default.htm>

25

26 **1-07.11 Requirements for Nondiscrimination**

27 Supplement this section with the following:

28

29 ***(April 3, 2018)***

30 ***Disadvantaged Business Enterprise Participation***

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

36

37 **DBE Abbreviations and Definitions**

38 **Broker** – A business firm that provides a bona fide service, such as professional,  
39 technical, consultant or managerial services and assistance in the procurement of  
40 essential personnel, facilities, equipment, materials, or supplies required for the  
41 performance of the Contract; or, persons/companies who arrange or expedite  
42 transactions.

43

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

46

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

1 **Commercially Useful Function (CUF)** – 49 CFR 26.55(c)(1) defines commercially useful  
2 function as: “A DBE performs a commercially useful function when it is responsible for  
3 execution of the work of the contract and is carrying out its responsibilities by actually  
4 performing, managing, and supervising the work involved. To perform a commercially  
5 useful function, the DBE must also be responsible, with respect to materials and supplies  
6 used on the contract, for negotiating price, determining quality and quantity, ordering the  
7 material, and installing (where applicable) and paying for the material itself. To determine  
8 whether a DBE is performing a commercially useful function, you must evaluate the  
9 amount of work subcontracted, industry practices, whether the amount the firm is to be  
10 paid under the contract is commensurate with the work it is actually performing and the  
11 DBE credit claimed for its performance of the work, and other relevant factors.”  
12

13 **Contract** – For this Special Provision only, this definition supplements Section 1-01.3. 49  
14 CFR 26.5 defines contract as: “... a legally binding relationship obligating a seller to  
15 furnish supplies or services (including, but not limited to, construction and professional  
16 services) and the buyer to pay for them. For purposes of this part, a lease is considered  
17 to be a contract.”  
18

19 **Disadvantaged Business Enterprise (DBE)** – A business firm certified by the  
20 Washington State Office of Minority and Women’s Business Enterprises, as meeting the  
21 criteria outlined in 49 CFR 26 regarding DBE certification. A Underutilized Disadvantaged  
22 Business Enterprise (UDBE) firm is a subset of DBE.  
23

24 **Force Account Work** – Work measured and paid in accordance with Section 1-09.6.  
25

26 **Good Faith Efforts** – Efforts to achieve the UDBE COA Goal or other requirements of  
27 this part which, by their scope, intensity, and appropriateness to the objective, can  
28 reasonably be expected to fulfill the program requirement.  
29

30 **Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or establishment  
31 that produces on the premises the materials, supplies, articles, or equipment required  
32 under the Contract. A DBE Manufacturer shall produce finished goods or products from  
33 raw or unfinished material or purchase and substantially alters goods and materials to  
34 make them suitable for construction use before reselling them.  
35

36 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store,  
37 warehouse, or other establishment in which the materials or supplies required for the  
38 performance of a Contract are bought, kept in stock, and regularly sold to the public in the  
39 usual course of business. To be a Regular Dealer, the DBE firm must be an established  
40 regular business that engages in as its principal business and in its own name the  
41 purchase and sale of the products in question. A Regular Dealer in such items as steel,  
42 cement, gravel, stone, and petroleum products need not own, operate or maintain a place  
43 of business if it both owns and operates distribution equipment for the products. Any  
44 supplementing of regular dealers’ own distribution equipment shall be by long-term formal  
45 lease agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers’  
46 representatives, or other persons who arrange or expedite transactions shall not be  
47 regarded as Regular Dealers within the meaning of this definition.  
48

49 **Underutilized Disadvantaged Business Enterprise (UDBE)** – A DBE Firm that is  
50 underutilized based on WSDOT’s Disparity Study. All UDBEs are DBEs.  
51

52 **UDBE Commitment** – The dollar amount the Contractor indicates they will be  
53 subcontracting to be applied towards the UDBE Condition of Award Goal as shown on the

1 UDBE Utilization Certification Form for each UDBE Subcontractor. This UDBE  
2 Commitment amount will be incorporated into the Contract and shall be considered a  
3 Contract requirement. Any changes to the UDBE Commitment require the Engineer's  
4 approval.

5  
6 **UDBE Condition of Award (COA) Goal** – An assigned numerical amount specified as a  
7 percentage of the Contract. Initially, this is the minimum amount that the Bidder must  
8 commit to by submission of the Utilization Certification Form and/or by Good Faith Effort  
9 (GFE). This is also the minimum required amount of UDBE participation specified as a  
10 percentage of the final Contract amount inclusive of all change orders.

11  
12 **UDBE COA Goal**

13 The Contracting Agency has established a UDBE COA Goal for this Contract in the amount of:  
14 \*\*\* \$\$ 8% \$\$ \*\*\*

15  
16 **DBE Eligibility/Selection of DBEs**

17 In order to determine the distinct element(s) of work for which a DBE is certified, Contractors  
18 should refer to the Certified Business Description. The Contractor shall not use NAICS codes  
19 on the UDBE Utilization Certification.

20  
21 **Crediting DBE Participation**

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

25  
26 Be advised that although a firm is listed in the Certified Firm Directory, there are cases where  
27 the listed firm is in a temporary suspension status. The Contractor shall review the OMWBE  
28 Suspended DBE Firms list. A DBE firm that is included on this list may not enter into new  
29 contracts that count towards participation.

30  
31 DBE participation is only credited upon payment to the DBE.

32  
33 The following are some definitions of what may be counted as DBE participation.

34  
35 **DBE Prime Contractor**

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

39  
40 **DBE Subcontractor**

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

47  
48 The supplies, materials, and equipment purchased or leased from the Contractor or its  
49 affiliate, including any Contractor's resources available to DBE subcontractors at no cost,  
50 shall not be credited.

51  
52 DBE credit will not be given in instances where the equipment lease includes the  
53 operator. The DBE is expected to operate the equipment used in the performance of its

1 work under the contract with its own forces. Situations where equipment is leased and  
2 used by the DBE, but payment is deducted from the Contractor's payment to the DBE is  
3 not allowed.

4  
5 When the subcontractor is part of a UDBE Commitment, the following apply:

- 6  
7 1. If a UDBE subcontracts a portion of the Work of its contract to another firm, the  
8 value of the subcontracted Work may be counted toward the UDBE COA Goal  
9 only if the Lower-Tier Subcontractor is also a UDBE.
- 10  
11 2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, but not a UDBE,  
12 may be counted as DBE race-neutral participation but not counted toward the  
13 UDBE COA Goal.
- 14  
15 3. Work subcontracted to a non-DBE does not count towards the UDBE COA Goal  
16 nor DBE participation.

### 17 **DBE Subcontract and Lower Tier Subcontract Documents**

18 There must be a subcontract agreement that complies with 49 CFR Part 26 and fully  
19 describes the distinct elements of Work committed to be performed by the DBE. The  
20 subcontract agreement shall incorporate requirements of the primary Contract.  
21 Subcontract agreements of all tiers, including lease agreements shall be readily available  
22 at the project site for the Engineer's review.

### 23 **DBE Service Provider**

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

### 30 **Force Account Work**

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

35  
36 One hundred percent of the actual amounts paid to the DBE for the force account Work  
37 shall be credited towards UDBE COA Goal or DBE participation.

### 38 **Temporary Traffic Control**

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

43 If the DBE firm is being utilized in the capacity of "Traffic Control Services", the DBE firm  
44 must provide a TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.)  
45 and be in total control of all items in implementing the traffic control for the project. In  
46 addition, if the DBE firm utilizes the Contractor's equipment, such as Transportable  
47 Attenuators and Portable Changeable Message Signs (PCMS) no DBE credit can be  
48 taken for supplying and operating the items.

1  
2 **Trucking**

3 DBE trucking firm participation may only be credited as DBE participation for the value of  
4 the hauling services, not for the materials being hauled unless the trucking firm is also  
5 certified as a supplier. In situations where the DBE's work is priced per ton, the value of  
6 the hauling service must be calculated separately from the value of the materials in order  
7 to determine DBE credit for hauling

8  
9 The DBE trucking firm must own and operate at least one licensed, insured and  
10 operational truck on the contract. The truck must be of the type that is necessary to  
11 perform the hauling duties required under the contract. The DBE receives credit for the  
12 value of the transportation services it provides on the Contract using trucks it owns or  
13 leases, licenses, insures, and operates with drivers it employs.

14  
15 The DBE may lease additional trucks from another DBE firm.

16  
17 The trucking Work subcontracted to any non-DBE trucking firm will not receive credit for  
18 Work done on the project. The DBE may lease trucks from a non-DBE truck leasing  
19 company, but can only receive credit towards DBE participation if the DBE uses its own  
20 employees as drivers.

21  
22 DBE credit for a truck broker is limited to the fee/commission that the DBE receives for  
23 arranging transportation services.

24  
25 Truck registration and lease agreements shall be readily available at the project site for  
26 the Engineer review.

27  
28 When Trucking is a UDBE Commitment, the following apply:

- 29  
30 1. If the trucking firm is a UDBE, participation may count towards the UDBE COA  
31 Goal.
- 32  
33 2. The Work that a UDBE trucking firm performs with trucks it leases from other  
34 certified UDBE trucking firms qualify for 100% credit towards the UDBE COA  
35 Goal.
- 36  
37 3. The UDBE may lease trucks from a non-UDBE truck leasing company, but can  
38 only receive credit towards UDBE participation if the UDBE uses its own  
39 employees as drivers.

40  
41 **DBE Manufacturer and DBE Regular Dealer**

42 One hundred percent (100%) of the cost of the manufactured product obtained from a  
43 DBE manufacturer can count as DBE participation. If the DBE manufacturer is a UDBE,  
44 participation may count towards the UDBE COA Goal.

45  
46 Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular  
47 Dealer may be credited as DBE Participation. If the role of the DBE Regular Dealer is  
48 determined to be that of a pass-through, then no DBE credit will be given for its services.  
49 If the role of the DBE Regular Dealer is determined to be that of a Broker, then DBE  
50 credit shall be limited to the fee or commission it receives for its services. Regular Dealer  
51 status and the amount of credit is determined on a Contract-by-Contract basis. If the DBE  
52 regular dealer is a UDBE, participation may count towards the UDBE COA Goal.

1 Regular Dealer DBE firms, including UDBEs must be approved before being used on a  
2 project. The WSDOT Approved Regular Dealer list published on WSDOT's Office of  
3 Equal Opportunity (OEO) web site must include the specific project for which approval is  
4 being requested. For purposes of the UDBE COA Goal participation, the Regular Dealer  
5 must submit the Regular Dealer Status Request form a minimum of five days prior to bid  
6 opening.

7  
8 Purchase of materials or supplies from a DBE which is neither a manufacturer nor a  
9 regular dealer, (i.e. Broker) only the fees or commissions charged for assistance in the  
10 procurement of the materials and supplies, or fees or transportation charges for the  
11 delivery of materials or supplies required on a job site, can count as DBE participation  
12 provided the fees are not excessive as compared with fees customarily allowed for similar  
13 services. Documentation will be required to support the fee/commission charged by the  
14 DBE. The cost of the materials and supplies themselves cannot be counted toward as  
15 DBE participation.

16  
17 Note: Requests to be listed as a Regular Dealer will only be processed if the requesting  
18 firm is a material supplier certified by the Office of Minority and Women's  
19 Business Enterprises in a NAICS code that falls within the 42XXXX NAICS  
20 Wholesale code section.

### 21 **Underutilized Disadvantaged Business Enterprise Utilization**

22 The requirements of this section apply to projects with a UDBE COA Goal. To be eligible for  
23 award of the Contract, the Bidder shall properly complete and submit an Underutilized  
24 Disadvantaged Business Enterprise (UDBE) Utilization Certification with the Bidder's sealed  
25 Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal. The Bidder's UDBE  
26 Utilization Certification must clearly demonstrate how the Bidder intends to meet the UDBE  
27 COA Goal. A UDBE Utilization Certification (WSDOT Form 272-056U) is included in the  
28 Proposal package for this purpose as well as instructions on how to properly fill out the form.  
29

30  
31 The Bidder is advised that the items listed below when listed in the Utilization Certification  
32 must have their amounts reduced to the percentages shown and those reduced amounts will  
33 be the amount applied towards meeting the UDBE COA Goal.

- 34 • Force account at 50%
- 35 • Regular dealer at 60%

36  
37  
38 In the event of arithmetic errors in completing the UDBE Utilization Certification, the amount  
39 listed to be applied towards the UDBE COA Goal for each UDBE shall govern and the UDBE  
40 total amount shall be adjusted accordingly.

41  
42 Note: The Contracting Agency shall consider as non-responsive and shall reject any  
43 Bid Proposal submitted that does not contain a UDBE Utilization Certification  
44 Form that accurately demonstrates how the Bidder intends to meet the UDBE  
45 COA Goal.

### 46 **Underutilized Disadvantaged Business Enterprise Written Confirmation Document(s)**

47 The requirements of this section apply to projects with a UDBE COA Goal. The Bidder shall  
48 submit an Underutilized Disadvantaged Business Enterprise (UDBE) Written Confirmation  
49 Document (completed and signed by the UDBE) for each UDBE firm listed in the Bidder's  
50 completed UDBE Utilization Certification submitted with the Bid. Failure to do so will result in  
51 the associated participation being disallowed, which may cause the Bid to be determined to be  
52 nonresponsive resulting in Bid rejection.  
53



1  
2 The Confirmation Documents provide confirmation from the UDBEs that they are participating  
3 in the Contract as provided in the Contractor's Commitment. The Confirmation Documents  
4 must be consistent with the Utilization Certification.

5  
6 A UDBE Written Confirmation Document (WSDOT Form 422-031U) is included in the  
7 Proposal package for this purpose.

8  
9 The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery  
10 of Proposal.

11  
12 It is prohibited for the Bidder to require a UDBE to submit a Written Confirmation Document  
13 with any part of the form left blank. Should the Contracting Agency determine that an  
14 incomplete Written Confirmation Document was signed by a UDBE, the validity of the  
15 document comes into question. The associated UDBE participation may not receive credit.

16  
17 **Selection of Successful Bidder/Good Faith Efforts (GFE)**

18 The requirements of this section apply to projects with a UDBE COA Goal. The successful  
19 Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which  
20 demonstrates a good faith effort to achieve the UDBE COA Goal. The Contracting Agency, at  
21 any time during the selection process, may request a breakdown of the bid items and amounts  
22 that are counted towards the overall contract goal for any of the UDBEs listed on the UDBE  
23 Utilization Certification.

24  
25 Achieving the UDBE COA Goal may be accomplished in one of two ways:

- 26  
27 1. By meeting the UDBE COA Goal  
28 Submission of the UDBE Utilization Certification and supporting UDBE Written  
29 Confirmation Document(s) showing the Bidder has obtained enough UDBE  
30 participation to meet or exceed the UDBE COA Goal.
- 31  
32 2. By documentation that the Bidder made adequate GFE to meet the UDBE COA Goal  
33 The Bidder may demonstrate a GFE in whole or part through GFE documentation  
34 ONLY IN THE EVENT a Bidder's efforts to solicit sufficient UDBE participation have  
35 been unsuccessful. The Bidder must supply GFE documentation in addition to the  
36 UDBE Utilization Certification, and supporting UDBE Written Confirmation  
37 Document(s).

38  
39 Note: In the case where a Bidder is awarded the contract based on demonstrating  
40 adequate GFE, the advertised UDBE COA Goal will not be reduced. The Bidder  
41 shall demonstrate a GFE during the life of the Contract to attain the advertised  
42 UDBE COA Goal.

43  
44 GFE documentation shall be submitted as specified in Section 1-02.9.

45  
46 The Contracting Agency will review the GFE documentation and will determine if the Bidder  
47 made an adequate good faith effort.

48  
49 **Good Faith Effort (GFE) Documentation**

50 GFE is evaluated when:

- 51  
52 1. Determining award of a Contract that has COA goal,

- 1                   2.   When a COA UDBE is terminated and substitution is required, and
- 2
- 3                   3.   Prior to Physical Completion when determining whether the Contractor has satisfied
- 4                   its UDBE commitments.
- 5

6                   49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself,  
7                   demonstrate adequate good faith efforts. The following is a list of types of actions, which  
8                   would be considered as part of the Bidder's GFE to achieve UDBE participation. It is not  
9                   intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other  
10                  factors or types of efforts may be relevant in appropriate cases.

- 11
- 12                  1.   Soliciting through all reasonable and available means (e.g. attendance at pre-bid
- 13                  meetings, advertising and/or written notices) the interest of all certified UDBEs who
- 14                  have the capability to perform the Work of the Contract. The Bidder must solicit this
- 15                  interest within sufficient time to allow the UDBEs to respond to the solicitation. The
- 16                  Bidder must determine with certainty if the UDBEs are interested by taking
- 17                  appropriate steps to follow up initial solicitations.
- 18
- 19                  2.   Selecting portions of the Work to be performed by UDBEs in order to increase the
- 20                  likelihood that the UDBE COA Goal will be achieved. This includes, where
- 21                  appropriate, breaking out contract Work items into economically feasible units to
- 22                  facilitate UDBE participation, even when the Contractor might otherwise prefer to
- 23                  perform these Work items with its own forces.
- 24
- 25                  3.   Providing interested UDBEs with adequate information about the Plans,
- 26                  Specifications, and requirements of the Contract in a timely manner to assist them in
- 27                  responding to a solicitation.
- 28
- 29                  a.   Negotiating in good faith with interested UDBEs. It is the Bidder's responsibility
- 30                  to make a portion of the Work available to UDBE subcontractors and suppliers
- 31                  and to select those portions of the Work or material needs consistent with the
- 32                  available UDBE subcontractors and suppliers, so as to facilitate UDBE
- 33                  participation. Evidence of such negotiation includes the names, addresses, and
- 34                  telephone numbers of UDBEs that were considered; a description of the
- 35                  information provided regarding the Plans and Specifications for the Work
- 36                  selected for subcontracting; and evidence as to why additional agreements
- 37                  could not be reached for UDBEs to perform the Work.
- 38
- 39                  b.   A Bidder using good business judgment would consider a number of factors in
- 40                  negotiating with subcontractors, including DBE subcontractors, and would take a
- 41                  firm's price and capabilities as well as the UDBE COA Goal into consideration.
- 42                  However, the fact that there may be some additional costs involved in finding
- 43                  and using UDBEs is not in itself sufficient reason for a Bidder's failure to meet
- 44                  the UDBE COA Goal, as long as such costs are reasonable. Also, the ability or
- 45                  desire of a Contractor to perform the Work of a Contract with its own
- 46                  organization does not relieve the Bidder of the responsibility to make Good Faith
- 47                  Efforts. Contractors are not, however, required to accept higher quotes from
- 48                  UDBEs if the price difference is excessive or unreasonable.
- 49
- 50                  4.   Not rejecting UDBEs as being unqualified without sound reasons based on a
- 51                  thorough investigation of their capabilities. The Contractor's standing within its
- 52                  industry, membership in specific groups, organizations, or associations and political
- 53                  or social affiliations (for example union vs. non-union employee status) are not

1 legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts  
2 to meet the UDBE COA Goal.

- 3
- 4 5. Making efforts to assist interested UDBEs in obtaining bonding, lines of credit, or  
5 insurance as required by the recipient or Contractor.
- 6
- 7 6. Making efforts to assist interested UDBEs in obtaining necessary equipment,  
8 supplies, materials, or related assistance or services.
- 9
- 10 7. Effectively using the services of available minority/women community organizations;  
11 minority/women contractors' groups; local, State, and Federal minority/women  
12 business assistance offices; and other organizations as allowed on a case-by-case  
13 basis to provide assistance in the recruitment and placement of UDBEs.
- 14
- 15 8. Documentation of GFE must include copies of each UDBE and non-DBE  
16 subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is  
17 selected over a UDBE for Work on the Contract. (ref. updated DBE regulations –  
18 26.53(b)(2)(vi) & App. A)
- 19

### 20 **Administrative Reconsideration of GFE Documentation**

21 A Bidder has the right to request reconsideration if the GFE documentation submitted with  
22 their Bid was determined to be inadequate.

- 23
- 24 • The Bidder must request within 48 hours of notification of being nonresponsive or  
25 forfeit the right to reconsideration.
  - 26
  - 27 • The reconsideration decision on the adequacy of the Bidder's GFE documentation  
28 shall be made by an official who did not take part in the original determination.
  - 29
  - 30 • Only original GFE documentation submitted as a supplement to the Bid shall be  
31 considered. The Bidder shall not introduce new documentation at the reconsideration  
32 hearing.
  - 33
  - 34 • The Bidder shall have the opportunity to meet in person with the official for the  
35 purpose of setting forth the Bidder's position as to why the GFE documentation  
36 demonstrates a sufficient effort.
  - 37
  - 38 • The reconsideration official shall provide the Bidder with a written decision on  
39 reconsideration within five working days of the hearing explaining the basis for their  
40 finding.
- 41

### 42 **Procedures between Award and Execution**

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

- 46
- 47 1. A UDBE Bid Item Breakdown is required which shall contain the following information  
48 for all UDBEs as shown on the UDBE Utilization Certification:
    - 49 a. Correct business name, federal employee identification number (if available),  
50 and mailing address.
- 51
- 52

- 1                   b. List of all Bid items assigned to each UDBE with a clear description of Work to  
2                   be performed for each Bid item and the dollar value of the Work to be performed  
3                   by the UDBE.
- 4
- 5                   c. Description of partial items (if any) to be sublet to each UDBE specifying the  
6                   Work committed under each item to be performed and including the dollar value  
7                   of the UDBE portion.
- 8
- 9                   d. Total amounts shown for each UDBE shall match the amount shown on the  
10                  UDBE Utilization Certification. A UDBE Bid Item Breakdown that does not  
11                  conform to the UDBE Utilization Certification or that demonstrates a different  
12                  amount of UDBE participation than that included in the UDBE Utilization  
13                  Certification will be returned for correction.
- 14
- 15                  2. A list of all firms who submitted a bid or quote in attempt to participate in this project  
16                  whether they were successful or not. Include the business name and mailing  
17                  address.

18

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

22

### 23                  **Procedures after Execution**

#### 24                  **Commercially Useful Function (CUF)**

25                  The Contractor may only take credit for the payments made for Work performed by a  
26                  DBE that is determined to be performing a CUF. Payment must be commensurate with  
27                  the work actually performed by the DBE. This applies to all DBEs performing Work on a  
28                  project, whether or not the DBEs are COA, if the Contractor wants to receive credit for  
29                  their participation. The Engineer will conduct CUF reviews to ascertain whether DBEs are  
30                  performing a CUF. A DBE performs a CUF when it is carrying out its responsibilities of its  
31                  contract by actually performing, managing, and supervising the Work involved. The DBE  
32                  must be responsible for negotiating price; determining quality and quantity; ordering the  
33                  material, installing (where applicable); and paying for the material itself. If a DBE does not  
34                  perform “all” of these functions on a furnish-and-install contract, it has not performed a  
35                  CUF and the cost of materials cannot be counted toward UDBE COA Goal. Leasing of  
36                  equipment from a leasing company is allowed. However, leasing/purchasing equipment  
37                  from the Contractor is not allowed. Lease agreements shall be readily available for review  
38                  by the Engineer.

39

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

44

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

48

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

- 51
- 52                  •            The DBE shall be responsible for the management and supervision of the entire  
53                  trucking operation for which it is responsible on the contract. The owner

1 demonstrates business related knowledge, shows up on site and is determined  
2 to be actively running the business.

- 3
- 4 • The DBE shall with its own workforce, operate at least one fully licensed,  
5 insured, and operational truck used on the Contract. The drivers of the trucks  
6 owned and leased by the DBE must be exclusively employed by the DBE and  
7 reflected on the DBE's payroll.
- 8
- 9 • Lease agreements for trucks shall indicate that the DBE has exclusive use of  
10 and control over the truck(s). This does not preclude the leased truck from  
11 working for others provided it is with the consent of the DBE and the lease  
12 provides the DBE absolute priority for use of the leased truck.
- 13
- 14 • Leased trucks shall display the name and identification number of the DBE.
- 15

### 16 **UDBE Utilization Plan**

17 The UDBE Bid Item Breakdown is the initial plan for Bid Item work committed to UDBE  
18 firms. At any time between Execution and Physical Completion, if the Contractor identifies  
19 a change in the plan, an update to the Bid Item Breakdown shall be submitted to the  
20 Engineer within 7 calendar days of the proposed change for review and acceptance. Plan  
21 updates shall not make changes to the Commitment or the UDBE Utilization Certification.

### 22 **Joint Checking**

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

27

28

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

33

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

40

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

### 45 **Prompt Payment**

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

### 48 **Reporting**

49

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

1  
2 Refer to Section 1-08.1 for additional reporting requirements associated with this contract.  
3

#### 4 **Changes in COA Work Committed to UDBE**

5 The Contractor shall utilize the COA UDBEs to perform the work and supply the materials for  
6 which each is committed unless approved by the Engineer. The Contractor shall not be  
7 entitled to any payment for work or material completed by the Contractor or subcontractors  
8 that was committed to be completed by the COA UDBEs.  
9

#### 10 **Owner Initiated Changes**

11 Where the Engineer makes changes that result in changes to Work that was committed to  
12 a COA UDBE. The Contractor may be directed to substitute for the Work in such  
13 instances.  
14

#### 15 **Contractor Initiated Changes**

16 The Contractor cannot reduce the amount of work committed to a COA UDBE without  
17 good cause. Reducing UDBE Commitment is viewed as partial UDBE termination, and  
18 therefore subject to the termination procedures below.  
19

#### 20 **Original Quantity Underruns**

21 In the event that Work committed to a UDBE firm as part of the COA underruns the  
22 original planned quantities the Contractor may be required to substitute other remaining  
23 Work to another UDBE.  
24

#### 25 **Contractor Proposed DBE Substitutions**

26 Requests to substitute a COA UDBE must be for good cause (see UDBE termination  
27 process below), and requires prior written approval of the Engineer. After receiving a  
28 termination with good cause approval, the Contractor may only replace a UDBE with  
29 another certified UDBE. When any changes between Contract Award and Execution  
30 result in a substitution of COA UDBE, the substitute UDBE shall be certified prior to the  
31 bid opening on the Contract.  
32

#### 33 **UDBE Termination**

34 Termination of a COA UDBE (or an approved substitute UDBE) is only allowed in whole  
35 or in part with prior written approval of the Engineer. If the Contractor terminates a COA  
36 UDBE without the written approval of the Engineer, the Contractor shall not be entitled to  
37 credit towards the UDBE COA Goal for any payment for work or material  
38 performed/supplied by the COA UDBE. In addition, sanctions may apply as described  
39 elsewhere in this specification.  
40

41 The Contractor must have good cause to terminate a COA UDBE.  
42

43 Good cause typically includes situations where the UDBE Subcontractor is unable or  
44 unwilling to perform the work of its subcontract. Good cause may exist if:  
45

- 46 • The UDBE fails or refuses to execute a written contract.
- 47
- 48 • The UDBE fails or refuses to perform the Work of its subcontract in a way  
49 consistent with normal industry standards.
- 50
- 51 • The UDBE fails or refuses to meet the Contractor's reasonable  
52 nondiscriminatory bond requirements.  
53

- The UDBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The UDBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
- The UDBE voluntarily withdraws from the project, and provides written notice of its withdrawal.
- The UDBE's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.
- The UDBE's owner dies or becomes disabled with the result that the UDBE is unable to complete its Work on the Contract.

Good cause does not exist if:

- The Contractor seeks to terminate a COA UDBE so that the Contractor can self-perform the Work.
- The Contractor seeks to terminate a COA UDBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.
- The failure or refusal of the COA UDBE 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 UDBE's Work).

Prior to requesting termination, the Contractor shall give notice in writing to the UDBE with a copy to the Engineer of its intent to request to terminate UDBE Work and the reasons for doing so. The UDBE shall have five (5) days to respond to the Contractor's notice. The UDBE'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 UDBE is terminated, or fails to complete its work on the Contract for any reason, the Contractor shall substitute with another UDBE or provide documentation of GFE. A plan to achieve the COA UDBE Commitment shall be submitted to the Engineer within 2 days of the approval of termination or the Contract shall be suspended until such time the substitution plan is submitted.

### **Decertification**

When a DBE is "decertified" from the DBE program during the course of the Contract, the participation of that DBE shall continue to count as DBE participation 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.

## **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

1 carry out applicable requirements of 49 CFR Part 26 in the award and administration of  
2 DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a  
3 material breach of this Contract, which may result in the termination of this Contract or  
4 such other remedy as the recipient deems appropriate, which may include, but is not  
5 limited to:

- 6 (1) Withholding monthly progress payments;
- 7 (2) Assessing sanctions;
- 8 (3) Liquidated damages; and/or
- 9 (4) Disqualifying the Contractor from future bidding as non-responsible.

10  
11  
12  
13  
14  
15 **Notice**

16 If the Contractor or any Subcontractor, Consultant, Regular Dealer, or service provider is  
17 deemed to be in non-compliance, the Contractor will be informed in writing, by certified  
18 mail by the Engineer that sanctions will be imposed for failure to meet the UDBE COA  
19 Commitment and/or submit documentation of good faith efforts. The notice will state the  
20 specific sanctions to be imposed which may include impacting a Contractor or other  
21 entity's ability to participate in future contracts.

22  
23 **Sanctions**

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

29  
30 **Payment**

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

34  
35 **1-07.12 Federal Agency Inspection**

36 Section 1-07.12 is supplemented with the following:

37  
38 ***(January 25, 2016)***

39 ***Required Federal Aid Provisions***

40 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised May  
41 1, 2012 and the amendments thereto supersede any conflicting provisions of the Standard  
42 Specifications and are made a part of this Contract; provided, however, that if any of the provisions  
43 of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington  
44 State Law shall prevail.

45  
46 The provisions of FHWA 1273, as amended, included in this Contract require that the Contractor  
47 insert the FHWA 1273 and amendments thereto in each Subcontract, together with the wage rates  
48 which are part of the FHWA 1273, as amended. Also, a clause shall be included in each  
49 Subcontract requiring the Subcontractors to insert the FHWA 1273 and amendments thereto in any  
50 lower tier Subcontracts, together with the wage rates. The Contractor shall also ensure that this  
51 section, **REQUIRED FEDERAL AID PROVISIONS**, is inserted in each Subcontract for  
52 Subcontractors and lower tier Subcontractors. For this purpose, upon request to the Engineer, the



1 Contractor will be provided with extra copies of the FHWA 1273, the amendments thereto, the  
2 applicable wage rates, and this Special Provision.

3  
4 **1-07.18 Public Liability and Property Damage Insurance**

5  
6 Delete this section in its entirety, and replace it with the following:

7  
8 **1-07.18 Insurance**

9 *(January 4, 2016 APWA GSP)*

10  
11 **1-07.18(1) General Requirements**

- 12 A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-  
13 07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-:  
14 VII and licensed to do business in the State of Washington. The Contracting Agency reserves the  
15 right to approve or reject the insurance provided, based on the insurer's financial condition.
- 16  
17 B. The Contractor shall keep this insurance in force without interruption from the commencement of the  
18 Contractor's Work through the term of the Contract and for thirty (30) days after the Physical  
19 Completion date, unless otherwise indicated below.
- 20  
21 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent  
22 renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage  
23 is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by  
24 the Contractor for a minimum of 36 months following the Completion Date or earlier termination of  
25 this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal.  
26 If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the  
27 Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee  
28 acceptable to the Contracting Agency to assure financial responsibility for liability for services  
29 performed.
- 30  
31 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella  
32 Liability insurance policies shall be primary and non-contributory insurance as respects the  
33 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-  
34 insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of  
35 the Contractor's insurance and shall not contribute with it.
- 36  
37 E. The Contractor shall provide the Contracting Agency and all additional insureds with written  
38 notice of any policy cancellation, within two business days of their receipt of such notice.
- 39  
40 F. The Contractor shall not begin work under the Contract until the required insurance has been obtained  
41 and approved by the Contracting Agency
- 42  
43 G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material  
44 breach of contract, upon which the Contracting Agency may, after giving five business days' notice  
45 to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion,  
46 procure or renew such insurance and pay any and all premiums in connection therewith, with any  
47 sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the  
48 Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- 49  
50 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract  
51 and no additional payment will be made.

52  
53 **1-07.18(2) Additional Insured**

54 All insurance policies, with the exception of Workers Compensation, and of Professional Liability and

1 Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s)  
2 using the forms or endorsements required herein:

- 3     ▪ the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- 4     ▪ \$\$1\$\$
- 5     ▪ \$\$2\$\$
- 6     ▪ \$\$3\$\$

7 The above-listed entities shall be additional insured(s) for the full available limits of liability maintained  
8 by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than  
9 those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the  
10 Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

11  
12 For Commercial General Liability insurance coverage, the required additional insured endorsements  
13 shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for  
14 completed operations.

### 15 16 **1-07.18(3) Subcontractors**

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

21  
22 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as  
23 additional insureds, and provide proof of such on the policies as required by that section as detailed in  
24 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and  
25 CG 20 37 10 01 for completed operations.

26  
27 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency  
28 evidence of insurance and copies of the additional insured endorsements of each Subcontractor of  
29 every tier as required in 1-07.18(4) Verification of Coverage.

### 30 31 **1-07.18(4) Verification of Coverage**

32 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements  
33 for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the  
34 signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage  
35 with these insurance requirements or failure of Contracting Agency to identify a deficiency from the  
36 insurance documentation provided shall not be construed as a waiver of Contractor's obligation to  
37 maintain such insurance.

38  
39 Verification of coverage shall include:

- 40 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 41 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as  
42 additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket  
43 additional insured clause from its policies instead of a separate endorsement.
- 44 3. Any other amendatory endorsements to show the coverage required herein.
- 45 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these  
46 requirements – actual endorsements must be submitted.

47  
48 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full  
49 and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full  
50 and certified copy of that policy is required when the Contractor delivers the signed Contract for the  
51 work.

1 **1-07.18(5) Coverages and Limits**

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

6  
7 All deductibles and self-insured retentions must be disclosed and are subject to approval by the  
8 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured  
9 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability  
10 subject to any policy’s deductibles or self-insured retention, said deductibles or self-insured retention  
11 shall be the responsibility of the Contractor.

12  
13 **1-07.18(5)A Commercial General Liability**

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

19  
20 The Commercial General Liability insurance shall be endorsed to provide a per project general  
21 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

22  
23 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor’s  
24 completed operations for at least three years following Substantial Completion of the Work.

25  
26 Such policy must provide the following minimum limits:

27	\$1,000,000	Each Occurrence
28	\$2,000,000	General Aggregate
29	\$2,000,000	Products & Completed Operations Aggregate
30	\$1,000,000	Personal & Advertising Injury each offence
31	\$1,000,000	Stop Gap / Employers’ Liability each accident

32  
33 **1-07.18(5)B Automobile Liability**

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

37  
38 Such policy must provide the following minimum limit:

39	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

40  
41 **1-07.18(5)C Workers’ Compensation**

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

44  
45 **1-07.23 Public Convenience And Safety**

46  
47 **1-07.23(1) Construction Under Traffic**

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

49  
50 **(January 2, 2012)**

51 **Work Zone Clear Zone**

52 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The  
53 WZCZ applies only to temporary roadside objects introduced by the Contractor’s

1 operations and does not apply to preexisting conditions or permanent Work. Those work  
2 operations that are actively in progress shall be in accordance with adopted and  
3 approved Traffic Control Plans, and other contract requirements.

4  
5 During nonworking hours equipment or materials shall not be within the WZCZ unless  
6 they are protected by permanent guardrail or temporary concrete barrier. The use of  
7 temporary concrete barrier shall be permitted only if the Engineer approves the  
8 installation and location.

9  
10 During actual hours of work, unless protected as described above, only materials  
11 absolutely necessary to construction shall be within the WZCZ and only construction  
12 vehicles absolutely necessary to construction shall be allowed within the WZCZ or  
13 allowed to stop or park on the shoulder of the roadway.

14  
15 The Contractor's nonessential vehicles and employees private vehicles shall not be  
16 permitted to park within the WZCZ at any time unless protected as described above.

17  
18 Deviation from the above requirements shall not occur unless the Contractor has  
19 requested the deviation in writing and the Engineer has provided written approval.

20  
21 Minimum WZCZ distances are measured from the edge of traveled way and will be  
22 determined as follows:

23

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

24 \* or 2-feet beyond the outside edge of sidewalk

25  
26 **Minimum Work Zone Clear Zone Distance**

27  
28 **1-08, PROSECUTION AND PROGRESS**

29  
30 **1-08.0 Preliminary Matters**

31 (May 25, 2006 APWA GSP)

32 Add the following new section:

33  
34 **1-08.0(1) Preconstruction Conference**

35 (October 10, 2008 APWA GSP)

36  
37 Prior to the Contractor beginning the work, a preconstruction conference will be held between the  
38 Contractor, the Engineer and such other interested parties as may be invited. The purpose of the  
39 preconstruction conference will be:

- 40 1. To review the initial progress schedule;  
41 2. To establish a working understanding among the various parties associated or affected by the  
42 work;  
43 3. To establish and review procedures for progress payment, notifications, approvals, submittals,  
44 etc.  
45 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**

1 (May 17, 2018 APWA GSP, Option A)

2  
3 The eighth and ninth paragraphs are revised to read:

4  
5 The Contractor shall certify to the actual amount received from the Contracting Agency and amounts  
6 paid to all firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular  
7 dealers, or service providers on the Contract. This includes all Disadvantaged, Minority, Small,  
8 Veteran or Women's Business Enterprise firms. This Certification shall be submitted to the Engineer  
9 on a monthly basis each month between Execution of the Contract and Physical Completion of the  
10 Contract using the application available at: <https://wsdot.diversitycompliance.com>. A monthly report  
11 shall be submitted for every month between Execution of the Contract and Physical Completion  
12 regardless of whether payments were made or work occurred.

13  
14 The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and  
15 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the Contractor  
16 withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor  
17 shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting  
18 Agency identifying the reason for the withholding and a clear description of what the Subcontractor  
19 must do to have the withholding released. Retainage withheld by the Contractor prior to completion  
20 of the Subcontractors work is exempt from reporting as a payment withheld and is not included in the  
21 withheld amount. The Contracting Agency's copy of the notice to Subcontractor for deferred payments  
22 shall be submitted to the Engineer concurrently with notification to the Subcontractor.

23  
24 (October 12, 1998)

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

30  
31 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the  
32 contract until the following documents have been completed and submitted to the Engineer:

- 33  
34 1. Request to Sublet Work (Form 421-012), and  
35 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid  
36 Projects (Form 420-004).

37  
38 The Contractor's records pertaining to the requirements of this Special Provision shall be open to  
39 inspection or audit by representatives of the Contracting Agency during the life of the contract and  
40 for a period of not less than three years after the date of acceptance of the contract. The Contractor  
41 shall retain these records for that period. The Contractor shall also guarantee that these records of  
42 all Subcontractors and lower tier Subcontractors shall be available and open to similar inspection or  
43 audit for the same time period.

44  
45 **1-08.3(2)A Type A Progress Schedule**  
46 (March 13, 2012 APWA GSP)

47  
48 Revise this section to read:

49  
50 The Contractor shall submit \$\$\$ copies of a Type A Progress Schedule no later than at the  
51 preconstruction conference, or some other mutually agreed upon submittal time. The schedule may  
52 be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless  
53 of which format used, the schedule shall identify the critical path. The Engineer will evaluate the

1 Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar  
2 days of receiving the submittal.

### 3 4 **1-08.4 Prosecution of Work**

5  
6 Delete this section and replace it with the following:

#### 7 8 **1-08.4 Notice to Proceed and Prosecution of Work** 9 *(July 23, 2015 APWA GSP)*

10  
11 Notice to Proceed will be given after the contract has been executed and the contract bond and  
12 evidence of insurance have been approved and filed by the Contracting Agency. The Contractor  
13 shall not commence with the work until the Notice to Proceed has been given by the Engineer. The  
14 Contractor shall commence construction activities on the project site within ten days of the Notice to  
15 Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the  
16 work to the physical completion date within the time specified in the contract. Voluntary shutdown  
17 or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to  
18 complete the work within the time(s) specified in the contract.

19  
20 When shown in the Plans, the first order of work shall be the installation of high visibility fencing to  
21 delineate all areas for protection or restoration, as described in the Contract. Installation of high  
22 visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and  
23 traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor  
24 shall request the Engineer to inspect the fence. No other work shall be performed on the site until  
25 the Contracting Agency has accepted the installation of high visibility fencing, as described in the  
26 Contract.

27  
28 **(\*\*\*\*\*)**

29 **The Contractor shall adjust the Construction schedule for Mineral Hill Road to be**  
30 **constructed no earlier than September 24<sup>th</sup> to avoid habitat nesting window.**

### 31 32 **1-08.5 Time for Completion** 33 *(September 12, 2016 APWA GSP, Option B)*

34  
35 Revise the third and fourth paragraphs to read:

36  
37 Contract time shall begin on the first working day following the \$\$ 14<sup>th</sup> \$\$ calendar day after the  
38 Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then  
39 contract time shall begin on the first working day when onsite work begins.

40  
41 Each working day shall be charged to the contract as it occurs, until the contract work is physically  
42 complete. If substantial completion has been granted and all the authorized working days have been  
43 used, charging of working days will cease. Each week the Engineer will provide the Contractor a  
44 statement that shows the number of working days: (1) charged to the contract the week before; (2)  
45 specified for the physical completion of the contract; and (3) remaining for the physical completion of  
46 the contract. The statement will also show the nonworking days and any partial or whole day the  
47 Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the  
48 Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the  
49 Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and  
50 amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be  
51 deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours  
52 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  
53 worked would ordinarily be charged as a working day, then the fifth day of that week will be charged  
54 as a working day whether or not the Contractor works on that day.

1  
2 Revise the sixth paragraph to read:

3  
4 The Engineer will give the Contractor written notice of the completion date of the contract after all  
5 the Contractor's obligations under the contract have been performed by the Contractor. The  
6 following events must occur before the Completion Date can be established:

- 7
- 8 1. The physical work on the project must be complete; and
  - 9 2. The Contractor must furnish all documentation required by the contract and required by law, to  
10 allow the Contracting Agency to process final acceptance of the contract. The following  
11 documents must be received by the Project Engineer prior to establishing a completion date:
    - 12 a. Certified Payrolls (per Section 1-07.9(5)).
    - 13 b. Material Acceptance Certification Documents
    - 14 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract  
15 Provisions.
    - 16 d. Final Contract Voucher Certification
    - 17 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all  
18 Subcontractors
    - 19 f. Property owner releases per Section 1-07.24

20 (\*\*\*\*\*)

21 This project shall be physically completed within \*\*\* 25 \*\*\* working days.

22  
23 **1-08.9 Liquidated Damages**  
24 *(August 14, 2013 APWA GSP)*

25  
26 Revise the fourth paragraph to read:

27  
28 When the Contract Work has progressed to Substantial Completion as defined in the Contract, the  
29 Engineer may determine that the work is Substantially Complete. The Engineer will notify the  
30 Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring  
31 after the date so established, the formula for liquidated damages shown above will not apply. For  
32 overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall  
33 be assessed on the basis of direct engineering and related costs assignable to the project until the  
34 actual Physical Completion Date of all the Contract Work. The Contractor shall complete the  
35 remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor  
36 shall furnish a written schedule for completing the physical Work on the Contract.  
37

38 **1-09, MEASUREMENT AND PAYMENT**

39  
40 **1-09.9 Payments**  
41 *(March 13, 2012 APWA GSP)*

42  
43 Delete the first four paragraphs and replace them with the following:

44  
45 The basis of payment will be the actual quantities of Work performed according to the Contract and  
46 as specified for payment.

47  
48 The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction  
49 Conference, to enable the Project Engineer to determine the Work performed on a monthly basis.  
50 A breakdown is not required for lump sum items that include a basis for incremental payments as



1 part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make  
2 a determination based on information available. The Project Engineer's determination of the cost of  
3 work shall be final.

4  
5 Progress payments for completed work and material on hand will be based upon progress  
6 estimates prepared by the Engineer. A progress estimate cutoff date will be established at the  
7 preconstruction conference.

8  
9 The initial progress estimate will be made not later than 30 days after the Contractor commences  
10 the work, and successive progress estimates will be made every month thereafter until the  
11 Completion Date. Progress estimates made during progress of the work are tentative, and made  
12 only for the purpose of determining progress payments. The progress estimates are subject to  
13 change at any time prior to the calculation of the final payment.

14  
15 The value of the progress estimate will be the sum of the following:

- 16 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work  
17 completed multiplied by the unit price.
- 18 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum  
19 breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
- 20 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other  
21 storage area approved by the Engineer.
- 22 4. Change Orders — entitlement for approved extra cost or completed extra work as determined  
23 by the Engineer.

24  
25 Progress payments will be made in accordance with the progress estimate less:

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

30  
31 Progress payments for work performed shall not be evidence of acceptable performance or an  
32 admission by the Contracting Agency that any work has been satisfactorily completed. The  
33 determination of payments under the contract will be final in accordance with Section 1-05.1.

### 34 35 **1-09.9(1) Retainage**

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

37  
38 **(June 27, 2011)**  
39 **Vacant**

### 40 41 **1-09.11 Disputes and Claims**

#### 42 43 **1-09.11(3) Time Limitation and Jurisdiction** 44 *(July 23, 2015 APWA GSP)*

45  
46 Revise this section to read:

47  
48 For the convenience of the parties to the Contract it is mutually agreed by the parties that any  
49 claims or causes of action which the Contractor has against the Contracting Agency arising from  
50 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 by 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.

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

- 18  
19 1. The name, business address and contact telephone number of each  
20 witness who will testify at the hearing.
- 21  
22 2. For each witness to be offered as an expert, a statement of the subject  
23 matter and a statement of the facts, resource materials (not protected  
24 by privilege) and learned treatises upon which the expert is expected to  
25 testify and render an opinion(s), synopsis of the basis for such  
26 opinion(s), and a resume of the expert detailing his/her qualifications as  
27 an expert and pursuant to rendering such opinion(s). A list of  
28 documents and other exhibits the party intends to offer in evidence at  
29 the arbitration hearing. Either party may request a copy of any  
30 document listed, and a copy or description of any other exhibit listed.  
31 The party receiving the request shall provide the copies or description  
32 within five (5) calendar days. The parties or arbitrator may subpoena  
33 parties in accordance with the Superior Court Mandatory Arbitration  
34 Rules (MAR) of Washington, Rule 4.3, and witness fees and costs shall  
35 be provided for under Rule 6.4, thereof. The arbitrator may permit a  
36 party to call a witness or offer a document or other exhibit not included  
37 in the statement of proof only upon a showing of good cause.

38  
39 b) The arbitration hearing shall be conducted at a location within Lewis County,  
40 Washington. The extent of application of the Washington Rules of Evidence shall be  
41 determined in the exercise of sound discretion of the arbitrator, except that such  
42 Rules should be liberally construed in order to promote justice. The parties should  
43 stipulate to the admission of evidence when there is no genuine issue as to its  
44 relevance or authenticity. The decision of the arbitrator and the specific grounds for  
45 the decision shall be in writing. The arbitrator shall use the contract as a basis for its  
46 decisions. The County and the Contractor agree to be bound by the decision of the  
47 arbitrator, subject to such remedies as are provided in Ch. 7.04 RCW. Judgment  
48 upon the award rendered by the arbitrator shall be entered as judgment before the  
49 presiding judge of the Superior Court for Lewis County. Each party shall bear its  
50 own costs in connection with the arbitration. Each party shall pay one-half of the  
51 arbitrator's fees and expenses.  
52

1 **1-10, TEMPORARY TRAFFIC CONTROL**

2 **1-10.2 Traffic Control Management**

3  
4 **1-10.2(1) General**

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

6  
7 (January 3, 2017)

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

10  
11 The Northwest Laborers-Employers Training Trust  
12 27055 Ohio Ave.  
13 Kingston, WA 98346  
14 (360) 297-3035

15  
16 Evergreen Safety Council  
17 12545 135<sup>th</sup> Ave. NE  
18 Kirkland, WA 98034-8709  
19 1-800-521-0778

20  
21 The American Traffic Safety Services Association  
22 15 Riverside Parkway, Suite 100  
23 Fredericksburg, Virginia 22406-1022  
24 Training Dept. Toll Free (877) 642-4637  
25 Phone: (540) 368-1701

26  
27 **1-10.2(2) Traffic Control Plans**

28 (\*\*\*\*\*)

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

30  
31 The Contracting Agency has attached a Traffic Control Plan in Appendix E for temporary traffic  
32 control use on this project. All signs required for this project (as shown on the Traffic Control Plan)  
33 shall be the Contractors responsibility to furnish, erect, and maintain. The Contractor shall conduct  
34 his operations on the roadway in a manner that one-way traffic is maintained at all times, unless  
35 otherwise directed by the Engineer.

36  
37 If determined by the Engineer that additional signing (not shown on the Traffic Control Plan) is  
38 needed, it shall be the Contractors responsibility to furnish, erect, and maintain these additional signs  
39 at no cost to the Contracting Agency.

40  
41 **1-10.2(3) Conformance to Established Standards**

42 (\*\*\*\*\*)

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

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

47  
48 **1-10.4 Measurement**

49  
50 **1-10.4(1) Lump Sum Bid for Project (No Unit Items)**

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

52  
53 (August 2, 2004)

1 The proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions  
2 of Section 1-10.4(1) shall apply.  
3

## 4 **8-10, FLEXIBLE GUIDE POSTS**

### 5 **8-10.1 Description**

6 (\*\*\*\*\*)

7 Section 8-10.1 is supplemented with the following:  
8

9 This work shall consist of furnishing and installation of Flexible Guide Post Type WW as per Standard  
10 Plan M-40.10-03, M-40.30-01, M-40.40-00, M-40.50-00, on white guide posts and as directed by the  
11 Engineer.  
12

### 13 **8-10.2 Materials**

14 (\*\*\*\*\*)

15 Section 8-10.2 is supplemented with the following:  
16

17 The Contractor shall furnish and install white Flexible Guide Post Type WW, Flat Type (with anchor) as  
18 described in Section 9-17.1(1) of the Standard Specifications. The Contractor shall field verify for  
19 Guide Post length as per the Standard Specifications and Standard Plans. No price adjustment will be  
20 made for length.  
21

### 22 **8-10.3 Construction Requirements**

23 (\*\*\*\*\*)

24 Section 8-10.3 is supplemented with the following:  
25

26 Delete the last sentence of paragraph two: "The final guide posts lengths will be determined or verified  
27 by the Engineer at the request of the Contractor."  
28

### 29 **8-10.4 Measurement**

30 (\*\*\*\*\*)

31 Section 8-10.4 is supplemented with the following:  
32

33 The Contracting Agency has used an electronic worksheet to estimate quantities for each road as  
34 shown in Appendix E. The Contractor shall verify each location for quantity and height of guidepost as  
35 outlined in the Standard Plans listed above.  
36

## 37 **POWER EQUIPMENT**

38 (\*\*\*\*\*)

39 The successful bidder will be required to furnish the County a list of all equipment that they anticipate  
40 utilizing on this project.  
41

42 The bidder's attention is directed to the attached Power Equipment Form, which the successful bidder  
43 will be required to complete and return with the contract documents. This information will enable hourly  
44 rental rates to be computed by the County, utilizing the "Rental Rate Blue Book for Construction  
45 Equipment". No payment for any force account work will be allowed until this form has been returned  
46 and accepted by the County.  
47

## 48 **E-VERIFY**

49 (\*\*\*\*\*)  
50

1 “Effective June 21<sup>st</sup>, 2010, all contracts with a value of ≥ \$100,000 shall require that the awarded  
2 contractor register with the Department of Homeland Security E-Verify program. Contractors shall have  
3 sixty days after the execution of the contract to register and enter into a Memorandum of Understanding  
4 (MOU) with the Department of Homeland Security (DHS) E-Verify program. After completing the MOU  
5 the contractor shall have an additional sixty days to provide a written record on the authorized  
6 employment status of their employees and those of any sub-contractor(s) currently assigned to the  
7 contract. Employees hired during the execution of the contract and after submission of the initial  
8 verification will be verified to the county within 30 days of hire, as reported from the E-Verify program.  
9 The contractor will continue to update the County on all corrective actions required and changes made  
10 during the performance of the contract.”

## 11 **BOND**

12 (\*\*\*\*\*)

13 The Bidder's special attention is directed to the attached bond form, which the successful bidder will be  
14 required to execute and furnish the County. **NO OTHER BOND FORMS WILL BE ACCEPTED.** The  
15 bond shall be for the full amount of the contract.  
16

## 17 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

18 (\*\*\*\*\*)

19  
20 On or before the 5th day of each calendar month during the term of this contract, the Contracting  
21 Agency shall prepare its estimate of work performed, and material furnished. If the Contractor agrees,  
22 the Contractor will approve the estimate and return the estimate to the Contracting Agency by the 15<sup>th</sup>  
23 day of that same calendar month. The Contracting Agency shall prepare a voucher based upon the  
24 approved estimate and a payment based thereon shall be due the Contractor on the 10<sup>th</sup> day of the  
25 next calendar month.  
26

27 When the Contractors report the work is completed he/she shall then notify the Contracting Agency.  
28 The Contracting Agency shall inspect the work and report any deficiencies to the Contractor. When the  
29 Contracting Agency is satisfied the work has been completed in accordance with all plans and  
30 specifications the Contracting Agency shall then accept the work.  
31

32 The Contracting Agency shall prepare a pre-final estimate for approval by the Contractor and  
33 processing for payment on the monthly schedule. Release of Contract Bond will be 60 days following  
34 Contracting Agency Final Acceptance of Contract, provided the conditions of Section 1-03.4 and  
35 Section1-07.2 of these Special Provisions have been satisfied.  
36

## 37 **APPENDICES**

38 (July 12, 1999)

39  
40 The following appendices are attached and made a part of this contract:

41  
42 \*\*\*\*\* APPENDIX A:  
43 Washington State Prevailing Wage Rates  
44 Wage Rates Supplements  
45 Wage Rates Benefit Codes  
46 Federal Wage Rates  
47

48 APPENDIX B:  
49 Required Contract Provisions Federal-Aid Construction Contracts – FHWA 1273  
50 Amendment Required Contract Provisions Federal-Aid Construction Contracts

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12

APPENDIX C:  
Bid Proposal Documents

APPENDIX D:  
Contract Documents

APPENDIX E:  
Standard Plans  
Site Maps \*\*\*\*\*





**(April 2, 2018)**  
**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 7, 2017 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  
Substitute “step” in lieu of “handhold” on plan

B-25.20  
Note 4, was – “Bolt-Down capability is required on all frames, grates and covers, unless specified in the Contract. Provide two holes in the Frame that are vertically aligned with the grate slots. The frame shall accept the 5/8” x 11 NC x 2” allen head cap screw by being tapped, or other approved mechanism. The location of bolt-down holes varies among manufacturers. See BOLT-DOWN DETAIL, **Standard Plan B-30.10**. 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 304 Stainless Steel (S.S.) 5/8” (in) - 11 NC x 2” (in) Allen head cap screw by being tapped, or other approved mechanism. The location of bolt-down holes varies by manufacturer.”  
See BOLT-DOWN DETAIL, **Standard Plan B-30.10**.

Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

B-30.70  
Note 2, was – “Bolt-Down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide 3 holes in the frame that are vertically aligned with the grate or

cover slots. The frame shall accept the 5/8" -11 NC x 2" Allen head cap screw by being tapped, or other approved mechanism. Location of bolt down holes varies by manufacturer." Is revised to read; "Bolt-Down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide 3 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 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 manufacturer."

RING PLAN, callout, was – "DRILL AND TAP 5/8" – 11NC HOLE FOR 1 1/2" X 5/8" STAINLESS STEEL SOCKET HEAD CAP SCREW (TYP.)" is revised to read; "SEE NOTE 2"

B-90.40

Valve Detail - DELETED

B-95.40

Dimension, Section A, dimension between grate and curb, was – 3", is revised to read: 1"

C-4b

DELETED

C-4e

DELETED

C-16b

DELETED

C-22.14

DELETED

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-22.40

Elevation View, MSKT-SP-MGS (TL-3), dimension, MSKT-SP-MGS (TL-3) SYSTEM LENGTH = 50' – 0" , dimension is revised to read: 46' – 10 1/2"

C-22.41

DELETED

C-22.45

Elevation View, MSKT-SP-MGS (TL-2), Dimension, "MSKT-SP-MGS (TL-2) SYSTEM LENGTH = 25' – 0""; the 25' - 0" dimension is shown to begin at the centerline of POST 1 and terminate at the Mid-Span Splice located between (unlabeled) POST 6 and (unlabeled) POST 7. The dimension is revised to begin at the centerline of POST 1 and terminate at the centerline of (unlabeled) POST 5.

C-25.18

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”

G-24.60

Sheet 1, View A, Dimension @ Bottom of sign, is = 3” is revised to read: 6”.

G-60.10

Sheet 3, TYPICAL TRUSS DETAILS, BASE ~ TOP, callout, was – “15/16”(IN) DIAM. HOLES FOR FOUR, 7/8” (IN) DIAM. BOLTS (ASTM A 325)” is revised to read: “15/16”(IN) DIAM. HOLES FOR FOUR, 7/8” (IN) DIAM. BOLTS (ASTM F3125, GRADE A325)”

G-90.10

TOP VIEW, callout, was – “Vertical Brace ~ W4 x 13 steel (TYP.)(See Note 4)” is revised to read; “Vertical Brace ~ W4 x 13 steel (TYP.)(See Note 3)”

G-95.10

Sheet 2, Detail “B”, Plan View, callout, was – “5/8” DIAM. ASTM A 325 H.S. BOLT W/HEAVY HEX NUT AND WASHER, GALV. (TYP.) TIGHTEN PER STD. SPEC. 6-03.3(33)” is revised to read: “5/8” DIAM. ASTM F 3125, GRADE A325 H.S. BOLT W/HEAVY HEX NUT AND WASHER, GALV. (TYP.) TIGHTEN PER STD. SPEC. 6-03.3(33)”

H-70.20

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

I-30.30

8” Diameter Wattle Spacing Table, lower left corner, was –“Slope:1H : 1V, Maximum Spacing:10’ – 0”” is revised to read: “Slope:1H : 1V, Maximum Spacing:8’ – 0””.

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, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ THREE REQ’D. PER ASSEMBLY” IS REVISED TO READ:

“ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ FOUR REQ’D. PER ASSEMBLY”

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 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 1/2" (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 1/2" DIAM. is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

#### J-26.20

Sheet 1, NOTES, Note 5, was - "Connecting/clamping bolts AASHTO M 164 (ASTM A325)" is revised to read: "Connecting/clamping bolts ASTM F3125 GRADE A325"

Was - "NUTS AASHTO M 291 (ASTM A263) GRADE DH" is revised to read: "NUTS ASTM A563 GRADE DH"

#### J-28.43

KEY notes, note 1, was – "CLAMPING BOLTS, 7/8" (IN) DIAM. HEX HEAD BOLT AND NUT, TWO PLATE WASHERS, ONE HARDENED ROUND WASHER, 87 FT-LBS TORQUE (THREE CLAMPING BOLT ASSEMBLIES PER SLIP BASE) (PER ASTM A325)" is revised to read: "CLAMPING BOLTS, 7/8" (IN) DIAM. HEX HEAD BOLT AND NUT, TWO PLATE WASHERS, ONE HARDENED ROUND WASHER, 87 FT-LBS TORQUE (THREE CLAMPING BOLT ASSEMBLIES PER SLIP BASE) (PER ASTM F3125 GRADE A325)"

#### J-40.10

Sheet 2 of 2, Detail F, callout, "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 - 13 x 1 1/2" 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-40.20-04.....1/18/17	A-60.20-03.....12/23/14
A-30.10-00.....11/8/07	A-40.50-02.....12/23/14	A-60.30-00.....11/8/07
A-30.30-01.....6/16/11	A-50.10-00.....11/17/08	A-60.40-00.....8/31/07
A-30.35-00.....10/12/07	A-50.20-01.....9/22/09	

B-5.20-02.....1/26/17	B-30.50-02.....1/26/17	B-75.20-01.....6/10/08
B-5.40-02.....1/26/17	B-30.70-03.....4/26/12	B-75.50-01.....6/10/08
B-5.60-02.....1/26/17	B-30.80-00.....6/8/06	B-75.60-00.....6/8/06
B-10.20-01.....2/7/12	B-30.90-02.....1/26/17	B-80.20-00.....6/8/06
B-10.40-01.....1/26/17	B-35.20-00.....6/8/06	B-80.40-00.....6/1/06
B-10.60-00.....6/8/06	B-35.40-00.....6/8/06	B-82.20-00.....6/1/06
B-10.70-00.....1/26/17	B-40.20-00.....6/1/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-40.40-02.....1/26/17	B-85.20-00.....6/1/06
B-15.40-01.....2/7/12	B-45.20-01.....7/11/17	B-85.30-00.....6/1/06
B-15.60-02.....1/26/17	B-45.40-01.....7/21/17	B-85.40-00.....6/8/06
B-20.20-02.....3/16/12	B-50.20-00.....6/1/06	B-85.50-01.....6/10/08
B-20.40-03.....3/16/12	B-55.20-01.....1/26/17	B-90.10-00.....6/8/06
B-20.60-03.....3/15/12	B-60.20-00.....6/8/06	B-90.20-00.....6/8/06
B-25.20-01.....3/15/12	B-60.40-00.....6/1/06	B-90.30-00.....6/8/06
B-25.60-01.....1/26/17	B-65.20-01.....4/26/12	B-90.40-01.....1/26/17
B-30.10-02.....1/26/17	B-65.40-00.....6/1/06	B-90.50-00.....6/8/06
B-30.20-03.....1/26/17	B-70.20-00.....6/1/06	B-95.20-01.....2/3/09
B-30.30-02.....1/26/17	B-70.60-01.....1/26/17	B-95.40-00.....6/8/06
B-30.40-02.....1/26/17		

C-1.....7/12/16	C-6.....7/15/16	C-23.60-04.....7/21/17
C-1a.....7/14/15	C-6a.....10/14/09	C-24.10-01.....6/11/14
C-1b.....7/14/15	C-6c.....7/15/16	C-25.20-06.....7/14/15
C-1c.....7/12/16	C-6d.....7/15/16	C-25.22-05.....7/14/15
C-1d.....10/31/03	C-6f.....7/15/16	C-25.26-03.....7/14/15
C-2.....1/6/00	C-7.....6/16/11	C-25.80-04.....7/15/16
C-2a.....6/21/06	C-7a.....6/16/11	C-40.14-02.....7/2/12
C-2b.....6/21/06	C-8.....2/10/09	C-40.16-02.....7/2/12
C-2c.....6/21/06	C-8a.....7/25/97	C-40.18-03.....7/21/17
C-2d.....6/21/06	C-8b.....2/29/16	C-70.10-01.....6/17/14
C-2e.....6/21/06	C-8e.....2/21/07	C-75.10-01.....6/11/14
C-2f.....3/14/97	C-8f.....6/30/04	C-75.20-01.....6/11/14
C-2g.....7/27/01	C-10.....7/15/16	C-75.30-01.....6/11/14
C-2h.....3/28/97	C-16a.....7/21/17	C-80.10-01.....6/11/14
C-2i.....3/28/97	C-20.10-04.....7/21/17	C-80.20-01.....6/11/14
C-2j.....6/12/98	C-20.11-00.....7/21/17	C-80.30-01.....6/11/14
C-2k.....7/12/16	C-20.14-03.....6/11/14	C-80.40-01.....6/11/14
C-2n.....7/12/16	C-20.15-02.....6/11/14	C-80.50-00.....4/8/12
C-2o.....7/13/01	C-20.18-02.....6/11/14	C-85.10-00.....4/8/12
C-2p.....10/31/03	C-20.19-02.....6/11/14	C-85.11-00.....4/8/12
C-3.....7/2/12	C-20.40-06.....7/21/17	C-85.14-01.....6/11/14
C-3a.....10/4/05	C-20.41-01.....7/14/15	C-85.15-01.....6/30/14
C-3b.....6/27/11	C-20.42-05.....7/14/15	C-85.16-01.....6/17/14
C-3c.....6/27/11	C-20.45.01.....7/2/12	C-85.18-01.....6/11/14
		C-85.20-01.....6/11/14

C-4f.....7/2/12	C-22.16-06.....7/21/17	C-90.10-00.....7/3/08
	C-22.40-06.....7/21/17	
	C-22.45-03.....7/21/17	
D-2.04-00.....11/10/05	D-2.48-00.....11/10/05	D-3.17-02.....5/9/16
D-2.06-01.....1/6/09	D-2.64-01.....1/6/09	D-4.....12/11/98
D-2.08-00.....11/10/05	D-2.66-00.....11/10/05	D-6.....6/19/98
D-2.14-00.....11/10/05	D-2.68-00.....11/10/05	D-10.10-01.....12/2/08
D-2.16-00.....11/10/05	D-2.80-00.....11/10/05	D-10.15-01.....12/2/08
D-2.18-00.....11/10/05	D-2.82-00.....11/10/05	D-10.20-00.....7/8/08
D-2.20-00.....11/10/05	D-2.84-00.....11/10/05	D-10.25-00.....7/8/08
D-2.32-00.....11/10/05	D-2.86-00.....11/10/05	D-10.30-00.....7/8/08
D-2.34-01.....1/6/09	D-2.88-00.....11/10/05	D-10.35-00.....7/8/08
D-2.36-03.....6/11/14	D-2.92-00.....11/10/05	D-10.40-01.....12/2/08
D-2.42-00.....11/10/05	D-3.09-00.....5/17/12	D-10.45-01.....12/2/08
D-2.44-00.....11/10/05	D-3.10-01.....5/29/13	D-15.10-01.....12/2/08
D-2.60-00.....11/10/05	D-3.11-03.....6/11/14	D-15.20-03.....5/9/16
D-2.62-00.....11/10/05	D-3.15-02.....6/10/13	D-15.30-01.....12/02/08
D-2.46-01.....6/11/14	D-3.16-02.....5/29/13	
E-1.....2/21/07	E-4.....8/27/03	
E-2.....5/29/98	E-4a.....8/27/03	
F-10.12-03.....6/11/14	F-10.62-02.....4/22/14	F-40.15-03.....6/29/16
F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
F-10.18-01.....7/11/17	F-30.10-03.....6/11/14	F-45.10-02.....7/15/16
F-10.40-03.....6/29/16	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
G-10.10-00.....9/20/07	G-25.10-04.....6/10/13	G-90.10-03.....7/11/17
G-20.10-02.....6/23/15	G-30.10-04.....6/23/15	G-90.11-00.....4/28/16
G-22.10-03.....7/10/15	G-50.10-02.....6/23/15	G-90.20-05.....7/11/17
G-24.10-00.....11/8/07	G-60.10-03.....6/18/15	G-90.30-04.....7/11/17
G-24.20-01.....2/7/12	G-60.20-02.....6/18/15	G-90.40-02.....4/28/16
G-24.30-01.....2/7/12	G-60.30-02.....6/18/15	G-95.10-01.....6/2/11
G-24.40-06.....2/29/16	G-70.10-03.....6/18/15	G-95.20-02.....6/2/11
G-24.50-04.....7/11/17	G-70.20-04.....7/21/17	G-95.30-02.....6/2/11
G-24.60-04.....6/23/15	G-70.30-04.....7/21/17	
H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-01.....2/7/12
H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-01.....2/16/12
H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	H-70.30-02.....2/7/12
I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
I-30.10-02.....3/22/13	I-30.30-01.....6/10/13	I-50.20-01.....6/10/13
I-30.15-02.....3/22/13	I-30.40-01.....6/10/13	I-60.10-01.....6/10/13
I-30.16-00.....3/22/13	I-30.60-00.....5/29/13	I-60.20-01.....6/10/13
I-30.17-00.....3/22/13	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
J-10.....7/18/97	J-26.20-00.....6/11/14	J-40.38-01.....5/20/13
J-10.10-03.....6/3/15	J-27.10-01.....7/21/16	J-40.39-00.....5/20/13
J-10.15-01.....6/11/14	J-27.15-00.....3/15/12	J-40.40-01.....4/28/16
J-10.16-00.....6/3/15	J-28.10-01.....5/11/11	J-45.36-00.....7/21/17



J-10.17-00.....6/3/15	J-28.22-00.....8/07/07	J-50.05-00.....7/21/17
J-10.18-00.....6/3/15	J-28.24-01.....6/3/15	J-50.10-00.....6/3/11
J-10.20-01.....6/1/16	J-28.26-01.....12/02/08	J-50.11-01.....7/21/17
J-10.21-00.....6/3/15	J-28.30-03.....6/11/14	J-50.12-01.....7/21/17
J-10.22-00.....5/29/13	J-28.40-02.....6/11/14	J-50.15-01.....7/21/17
J-10.25-00.....7/11/17	J-28.42-01.....6/11/14	J-50.16-01.....3/22/13
J-15.10-01.....6/11/14	J-28.43-00.....6/11/14	J-50.20-00.....6/3/11
J-15.15-02.....7/10/15	J-28.45-03.....7/21/16	J-50.25-00.....6/3/11
J-20.10-03.....6/30/14	J-28.50-03.....7/21/16	J-50.30-00.....6/3/11
J-20.11-02.....6/30/14	J-28.60-02.....7/21/16	J-60.05-01.....7/21/16
J-20.15-03.....6/30/14	J-28.70-03.....7/21/17	J-60.11-00.....5/20/13
J-20.16-02.....6/30/14	J-29.10-01.....7/21/16	J-60.12-00.....5/20/13
J-20.20-02.....5/20/13	J-29.15-01.....7/21/16	J-60.13-00.....6/16/10
J-20.26-01.....7/12/12	J-29.16-02.....7/21/16	J-60.14-00.....6/16/10
J-21.10-04.....6/30/14	J-30.10-00.....6/18/15	J-75.10-02.....7/10/15
J-21.15-01.....6/10/13	J-40.05-00.....7/21/16	J-75.20-01.....7/10/15
J-21.16-01.....6/10/13	J-40.10-04.....4/28/16	J-75.30-02.....7/10/15
J-21.17-01.....6/10/13	J-40.20-03.....4/28/16	J-75.40-02.....6/1/16
J-21.20-01.....6/10/13	J-40.30-04.....4/28/16	J-75.41-01.....6/29/16
J-22.15-02.....7/10/15	J-40.35-01.....5/29/13	J-75.45-02.....6/1/16
J-22.16-03.....7/10/15	J-40.36-02.....7/21/17	J-90.10-02.....4/28/16
J-26.10-03.....7/21/16	J-40.37-02.....7/21/17	J-90.20-02.....4/28/16
J-26.15-01.....5/17/12		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-40.10-02.....6/21/12	L-70.10-01.....5/21/08
L-20.10-03.....7/14/15	L-40.15-01.....6/16/11	L-70.20-01.....5/21/08
L-30.10-02.....6/11/14	L-40.20-02.....6/21/12	

M-1.20-03.....6/24/14	M-12.10-00.....7/11/17	M-40.10-03.....6/24/14
M-1.40-02.....6/3/11	M-15.10-01.....2/6/07	M-40.20-00...10/12/07
M-1.60-02.....6/3/11	M-17.10-02.....7/3/08	M-40.30-01.....7/11/17
M-1.80-03.....6/3/11	M-20.10-02.....6/3/11	M-40.40-00.....9/20/07
M-2.20-03.....7/10/15	M-20.20-02.....4/20/15	M-40.50-00.....9/20/07
M-2.21-00.....7/10/15	M-20.30-04.....2/29/16	M-40.60-00.....9/20/07
M-3.10-03.....6/3/11	M-20.40-03.....6/24/14	M-60.10-01.....6/3/11
M-3.20-02.....6/3/11	M-20.50-02.....6/3/11	M-60.20-02.....6/27/11
M-3.30-03.....6/3/11	M-24.20-02.....4/20/15	M-65.10-02.....5/11/11
M-3.40-03.....6/3/11	M-24.40-02.....4/20/15	M-80.10-01.....6/3/11
M-3.50-02.....6/3/11	M-24.50-00.....6/16/11	M-80.20-00.....6/10/08
M-5.10-02.....6/3/11	M-24.60-04.....6/24/14	M-80.30-00.....6/10/08
M-7.50-01.....1/30/07	M-24.65-00.....7/11/17	
M-9.50-02.....6/24/14	M-24.66-00.....7/11/17	
M-9.60-00.....2/10/09		
M-11.10-02.....7/11/17		



# **APPENDIX A**

## **WASHINGTON STATE PREVAILING WAGE RATES**

### **INCLUDING:**

**State Wage Rates**

**Wage Rate Supplements**

**Wage Rate Benefit Codes**

**Federal Wage Rates**



# **APPENDIX B**

## **REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS – FHWA 1273**



**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**  
FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with

the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this



contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### **1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,



after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;



(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

## **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**AMENDMENT**  
**REQUIRED CONTRACT PROVISIONS**  
(Exclusive of Appalachian Contracts)

**FEDERAL-AID CONSTRUCTION CONTRACTS**

**The Federal–Aid provisions are supplemented with the following:**

XII. Cargo Preference Act

1. U.S. Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b).

## **APPENDIX C**

### **BID PROPOSAL DOCUMENTS**

#### **INCLUDING:**

**Notice to Contractor**

**Proposal Form**

**Certification for Federal-Aid Contracts**

**Non-Collusion Declaration**

**Proposal Signature Page**

**Certification of Compliance with Wage Payment Statutes**

**Underutilized Disadvantaged Business Enterprise Utilization Certification**

**Underutilized Disadvantaged Business Enterprise (UDBE) Written Confirmation Document**





## Lewis County Department of Public Works

Erik P. Martin, PE, Director

Tim Fife, PE, County Engineer

### NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that 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 Tuesday, August 28, 2018, at the Lewis County Courthouse in Chehalis, Washington for the 2017 Flexible Guidepost Project – Phase 1, CRP 2185A, F.A. Project No. HSIP-000S(478). This contract provides for the improvement of \*\*\* approximately 95 miles of roadway, in Lewis County by placing Flexible Guide Posts as directed by the Engineer, and traffic control on various roads,\*\*\* and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

#### **SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, August 28, 2018**

(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.**)

Sealed proposals must be delivered to the Lewis County Commissioners Office (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 2017 FLEXIBLE GUIDEPOST PROJECT– PHASE 1, CRP 2185A, F.A. PROJECT NO. HSIP-000S(478), TO BE OPENED ON OR AFTER 11:00 A.M. ON AUGUST 28, 2018.”**

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the Lewis County Public Works Department.

Informational copies of maps, plans and specifications are on file for inspection in the office of the County Engineer of Lewis County in Chehalis, Washington. The contract documents may be viewed and downloaded from Lewis County's Web Site @ [www.lewiscountywa.gov/](http://www.lewiscountywa.gov/).

The Lewis County Public Works Department in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, or sex in consideration for an award.





**PROPOSAL**

TO: BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY  
CHEHALIS, WASHINGTON 98532

This certifies that the undersigned has examined the locations of the Lewis County 2017 Flexible Guideposts Project - Phase 1, CRP No. 2185A, F.A. Project No. HSIP-000S(478), in Lewis County, Washington, and that the plans, specifications and contract governing the work embraced in these improvements, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown: All entries must be typed or entered in ink.

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	Lump Sum	Mobilization	\$ Lump Sum	\$
2	4,248 Ea.	Flexible Guide Post	\$	\$
3	Lump Sum	Project Temporary Traffic Control	\$ Lump Sum	\$
4	Estimated	Reimbursement for Third Party Damage	\$ Estimated	\$0.00
5	Calculated	Minor Change	\$ Calculated	\$25,000.00
6	Lump Sum	SPCC Plan	\$ Lump Sum	\$
			CONTRACT TOTAL	



## Local Agency Certification for Federal-Aid Contracts

**The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:**

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

SR

DOT Form 272-040A EF  
07/2011



**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

## **NON-COLLUSION DECLARATION**

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

## **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

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

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

PROPOSAL - SIGNATURE PAGE

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

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

CASH  IN THE AMOUNT OF \_\_\_\_\_

CASHIER'S CHECK  \_\_\_\_\_ DOLLARS

CERTIFIED CHECK  (\$\_\_\_\_\_) PAYABLE TO THE LEWIS COUNTY TREASURER

PROPOSAL BOND  IN THE AMOUNT OF 5% OF THE BID

\*\* Receipt is hereby acknowledged of addendum(s) No.(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, & \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICIAL(S)

**Proposal Must be Signed**

\_\_\_\_\_

Firm Name

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State of Washington Contractor's License No.

\_\_\_\_\_

Unified Business Identifier (U.B.I.) No.

\_\_\_\_\_

Telephone No.

\_\_\_\_\_

Federal ID No.

\_\_\_\_\_

**Note:**

This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Lewis County Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.

\*Attach Power of Attorney



## Lewis County Department of Public Works

Erik P. Martin, PE, Director

Tim Fife, PE, County Engineer

### Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date ( \_\_\_\_\_ ), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder's Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

Check One:

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_

If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*







# Instructions for Underutilized Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Underutilized Disadvantaged Business Enterprise (UDBE). UDBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com> Repeat the name of the UDBE for each Project Role that will be performed.

Column 2: The Project Role that the UDBE will be performing as follows;

- Prime Contractor
- Subcontractor
- Subcontractor (Force Account)
  - Work sublet as Force Account must be listed separately.
- Manufacturer
- Regular Dealer
  - Work sublet to a Regular Dealer must be listed separately.
  - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
- Broker
  - Work sublet to a Broker must be listed separately.

List each project role to be performed by a single UDBE individually on a separate row(s). The role is used to determine what portion of the amount to be subcontracted (Column 4) may be applied toward meeting the goal (column 5).

Column 3: Provide a description of the work to be performed by the UDBE. The work to be performed must be consistent with the Certified Business Description of the UDBE provided at the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>

- A Bidder subletting a portion of a bid item shall state “**Partial**” and describe the Work that is included.
  - For example; “Electrical (Partial) – Trenching”.
- “Mobilization” will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each UDBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a UDBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3**. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

**Note 1:** For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the UDBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to  $(\$100,000 \times 50\%) = \$50,000$  (Column 5) to be applied towards the goal.

**Note 2:** For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to  $(\$100,000 \times 60\%) = \$60,000$  (Column 5) to be applied towards the goal

**Note 3:** For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to  $(\$100,000 \times \text{reasonable fee \%}) = \$$  (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required UDBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5: Check Box 5 if insufficient UDBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

**See the Disadvantaged Business Enterprise Participation specification in the Contract for more information.**



**Underutilized Disadvantaged Business  
Enterprise (UDBE) Written  
Confirmation Document**

*See Contract Provisions: UDBE Document Submittal Requirements  
Disadvantaged Business Enterprise Participation*

THIS FORM SHALL ONLY BE SUBMITTED TO A UDBE THAT IS LISTED ON THE CONTRACTOR'S UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.  
THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE UDBE.

---

**PART A: To be completed by the bidder**

The entries below shall be consistent with what is shown on the Bidder's Underutilized Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: \_\_\_\_\_

Bidder's Business Name: \_\_\_\_\_

UDBE's Business Name: \_\_\_\_\_

Description of UDBE's Work: \_\_\_\_\_

Dollar Amount to be Applied Towards UDBE Goal: \_\_\_\_\_

Dollar Amount to be Subcontracted to UDBE\*: \_\_\_\_\_  
\*Optional Field

---

**PART B: To be completed by the Underutilized Disadvantaged Business Enterprise**

As an authorized representative of the Underutilized Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in Part A of this form.

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

# **APPENDIX D**

## **CONTRACT DOCUMENTS**

### **INCLUDING:**

**Contract Form**

**Contract Bond**

**Power Equipment List**



## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, between the BOARD OF COUNTY COMMISSIONERS of LEWIS COUNTY, State of Washington, acting under and by virtue of RCW 36.77.040, hereinafter called

the Board, and \_\_\_\_\_ of \_\_\_\_\_

for \_\_\_sel\_\_\_, heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

### WITNESSETH:

That in consideration of the payments, covenants and agreements hereinafter mentioned to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

### DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all material necessary to improve approximately 63.5 miles of roadway, in Lewis County by placing Flexible Guide Posts as directed by the Engineer, traffic control on various roads, and other work, all in accordance with the attached Plans, these Contract Provisions, and the Standard Specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any extra work which may be ordered as provided in this contract and every part thereof.

The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.

2. The County hereby promises and agrees with the Contractor to hire and does hire the Contractor to provide the materials and to do and cause to be done the above described work and to complete and furnish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to hire the contractor to perform any alterations in or conditions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

3. The Contractor for himself, and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

### Contract - 1



5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

This contract, pursuant to RCW 49.28.040 to RCW 49.28.060, may be canceled by the officers or agents of the Owner authorized to contract for or supervise the execution of such work, in case such work is not performed in accordance with the policy of the State of Washington.

6. DOCUMENTS COMPRISING CONTRACT

All documents hereto attached, including but not being limited to the advertisement for bids, information for bidders, bid proposal form, general conditions (if any), special conditions (if any), complete specifications and the complete plans, are hereby made a part of this contract.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board by its Chairman, duly attested by its Clerk, the day and year first above written, and the seal of said Board to be hereunto affixed on the date in this instrument first above written.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Contractor

Performance of foregoing contract assured in accordance with the terms of the accompanying bond.

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_

Surety

By: \_\_\_\_\_

Attorney-in-fact

APPROVED AS TO FORM:

JONATHAN L. MEYER, Prosecuting Attorney

By: \_\_\_\_\_

Civil Deputy

APPROVED:

\_\_\_\_\_  
County Engineer

**Contract – 2**

**CONTRACT BOND FOR  
LEWIS COUNTY, WASHINGTON**

**Bond No.** \_\_\_\_\_

WE, \_\_\_\_\_ d/b/a \_\_\_\_\_  
(Insert legal name of Contractor) (Insert trade name of Contractor, if any)

(hereinafter "Principal"), and \_\_\_\_\_ (hereinafter "Surety"), are held and firmly bound unto **LEWIS COUNTY, WASHINGTON** (hereinafter "County"), as Obligee, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. **CRP 2185A, Federal Aid Project No. HSIP-000S(478)** between Principal and County, which total is *initially* \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.. Said contract (hereinafter referred to as "the Contract") is for the **2017 Flexible Guidepost Project- Phase 1** and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. **CRP 2185A, Federal Aid Project No. HSIP-000S(478)** between the below-named Contractor and County for the **2017 Flexible Guidepost Project- Phase 1**, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

**THE CONDITION OF THIS OBLIGATION** is such that if Contractor shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:**

- (1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.
- (2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.
- (3) Surety is subject to the provisions contained in Section 1-03.4, "Contract Bond," of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction. And such provisions are incorporated by reference. A copy may be viewed at WSDOT's website [www.wsdot.wa.gov/fasc/EngineeringPublications/Manuals/](http://www.wsdot.wa.gov/fasc/EngineeringPublications/Manuals/).
- (4) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:
  - (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
  - (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
  - (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or
  - (d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(5) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Lewis County, Washington.

(6) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Lewis County, except as herein provided.

(7) No rider, amendment or other document modifies this Bond except as follows, which by this reference is incorporated herein:

**SURETY'S QUALIFICATIONS:** Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-VII in A. M. Best's Key Rating Guide.

**INSTRUCTIONS FOR SIGNATURES:** This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed. **A**  
**NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

**FOR THE SURETY:**

**FOR THE PRINCIPAL:**

By \_\_\_\_\_  
(Signature of Attorney-in-Fact)  
  
\_\_\_\_\_  
(Type or print name of Attorney-in-Fact)  
  
\_\_\_\_\_  
(Type or print telephone number for Attorney-in-Fact)

By: \_\_\_\_\_  
(Signature of authorized signer for Contractor)  
  
\_\_\_\_\_  
(Type or print name of signer for Contractor)  
  
\_\_\_\_\_  
(Type or print title of signer for Contractor)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss: **ACKNOWLEDGMENT FOR CONTRACTOR**  
  
On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me a notary public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_, the person described in and who executed the foregoing bond, and acknowledged to me that \_\_\_\_\_ signed and sealed said bond as the free and voluntary act and deed of the Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute said bond for the Contractor named therein. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.  
  
\_\_\_\_\_  
(Signature of Notary Public) (Print or type name of Notary Public)  
Notary Public in and for the State of \_\_\_\_\_ residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_ **SEAL →**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss: **ACKNOWLEDGMENT FOR SURETY**  
  
On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me a notary public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.  
  
\_\_\_\_\_  
(Signature of Notary Public) (Print or type name of Notary Public)  
Notary Public in and for the State of \_\_\_\_\_ residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_ **SEAL →**

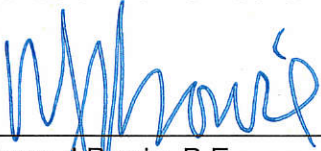




## APPENDIX E

2017 Flexible Guidepost Project – Phase I  
F.A. Project No. HSIP-000S(478)  
TA-6329  
CRP 2185A

Has been reviewed and approved for Construction by:



Malcom J. Bowie, P.E.  
Assistant County Engineer  
Lewis County Public Works



Date

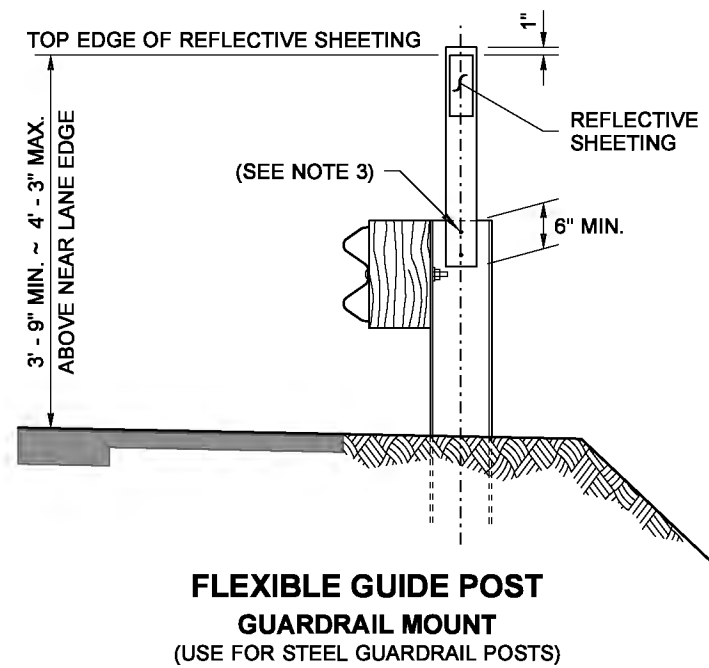
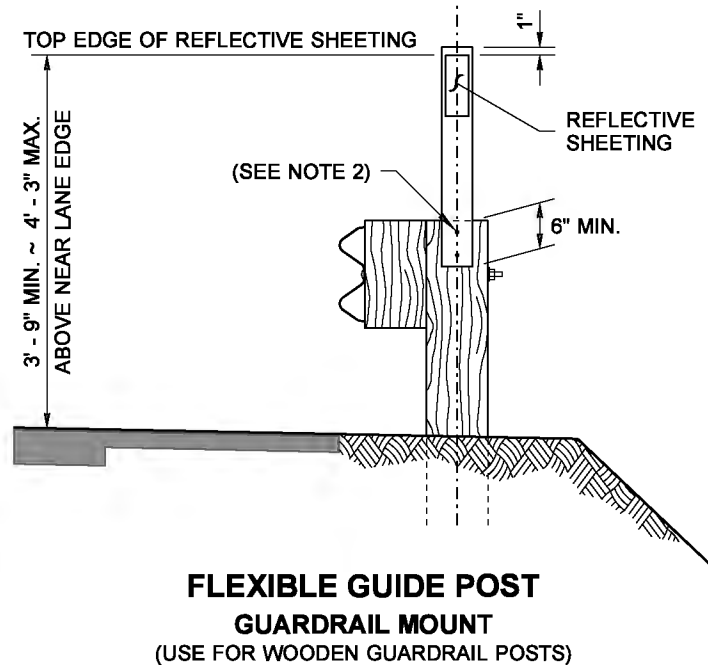
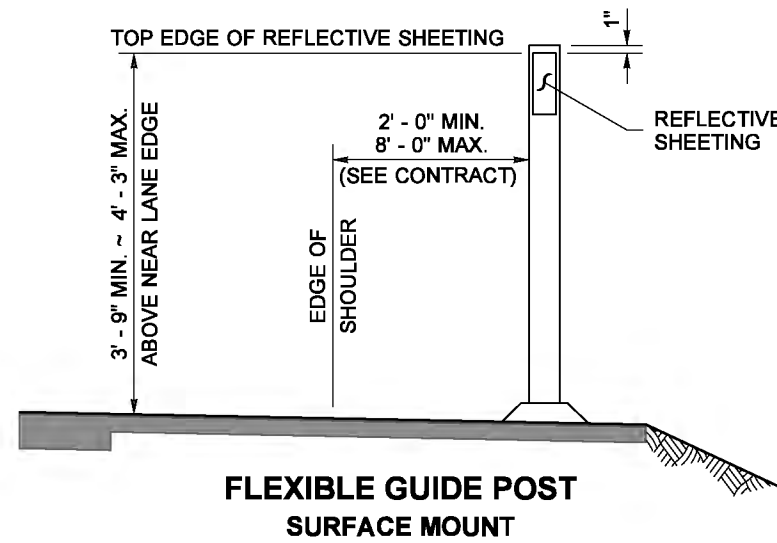
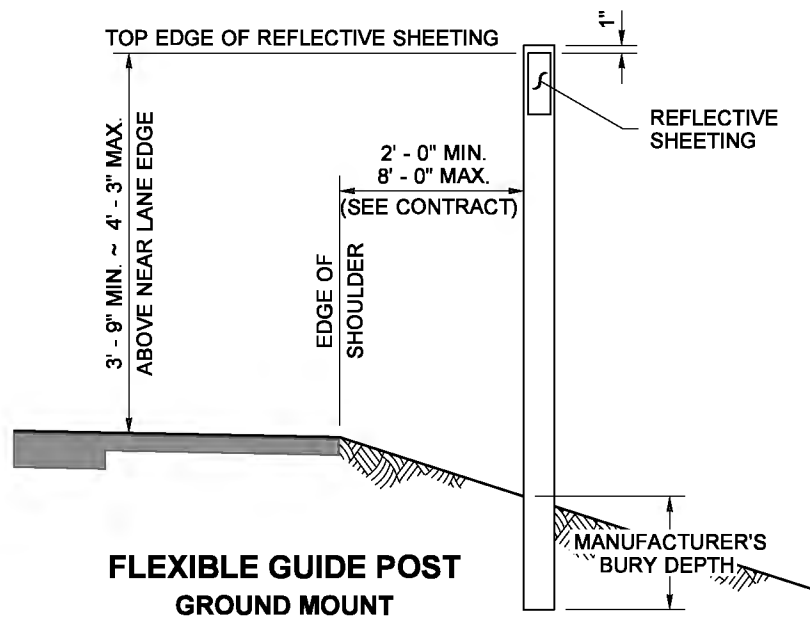
**STANDARD PLANS**

**SITE MAPS**

**ESTMATED QUANTITY WORKSHEET**

**TRAFFIC CONTROL PLAN**





**NOTES**

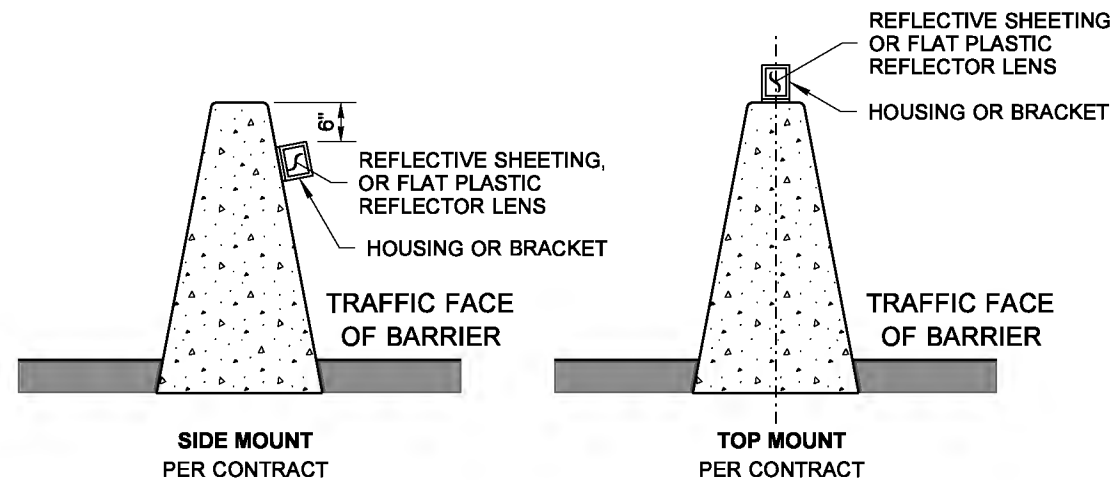
- When the Contract Plans requires a guide post with concurrent guardrail runs, the Contractor shall either:
  - Drive the flexible guide post in line with the guardrail posts, or
  - Mount the shorter flexible guide post onto the guardrail post.
- Guide posts shall be fastened to the wooden guardrail post using two 2" (in) x 3/8" (in) lag screws with washers, along centerline of post. Also acceptable is any approved attachment method submitted by the guide post manufacturer.
- Guide posts shall be fastened to the steel guardrail posts using two galvanized 2" (in) x 3/8" (in) bolts with a washer on both sides, a lock washer, and nut. The nut shall be tightened to properly compress the lock washer. The drilled holes in the guardrail post web shall be painted with galvanizing repair paint as described in **Standard Specification Section 8-11.3(1)B**. Also acceptable is any approved attachment method submitted by the guide post manufacturer.
- When concrete barrier runs concurrent, the Contractor shall mount Barrier Delineators where guide posts are required.

GUIDE POST TYPE DEFINITIONS ~ REFLECTIVE SHEETING APPLICATIONS					
TYPE W	TYPE WW		TYPE Y	TYPE YY	
○	⊕		●	⊗	
FACING TRAFFIC 3" 8" WHITE	FACING TRAFFIC 3" 8" WHITE	BACK SIDE 3" 4" 4" WHITE 4" 4" WHITE	FACING TRAFFIC 3" 8" YELLOW	FACING TRAFFIC 3" 8" YELLOW	BACK SIDE 3" 8" YELLOW

**BARRIER DELINEATOR REQUIREMENTS**

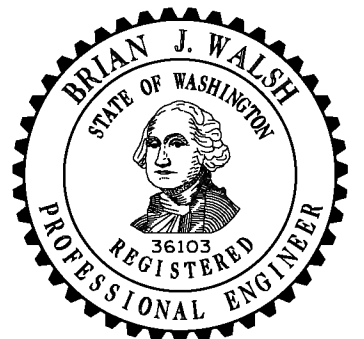
- Spacing of Barrier Delineators shall be as shown in the Plans.
- The housing or bracket can be flexible or rigid, molded from a durable plastic or other durable material approved by the Engineer, and shall be attached to the barrier with an adhesive recommended by the manufacturer. The attachment point on the barrier surface shall be free of dirt, curing compound, moisture, paint, or any other matter that would adversely affect the adhesive bond.
- Barrier Delineators shall be one-sided for single direction traffic, or two-sided for bi-directional traffic.
- Color shall be white on the right of traffic, and yellow on the left of traffic.
- The reflective surface shall be rectangular or trapezoidal.
- Reflective Sheeting: 12 square inches minimum surface area; Type III, IV, V, or VI, selected from approved materials listed in the Qualified Products List.
- Plastic Reflector: 9 square inches minimum surface area; acrylic or polycarbonate conforming to AASHTO M 290. Reflectors shall equal or exceed the following minimum values of Specific Intensity:

OBSERVATION ANGLE	ENTRANCE ANGLE	SPECIFIC INTENSITY (cd/ft-c)	
		WHITE	YELLOW
0.1°	0°	126	75
0.1°	20°	50	30



**BARRIER DELINEATORS**

(CONCRETE BARRIER TYPES AND LOCATIONS VARY, SINGLE SLOPE IN MEDIAN SHOWN)



**GUIDE POSTS AND BARRIER DELINEATORS  
STANDARD PLAN M-40.10-03**

SHEET 1 OF 1 SHEET

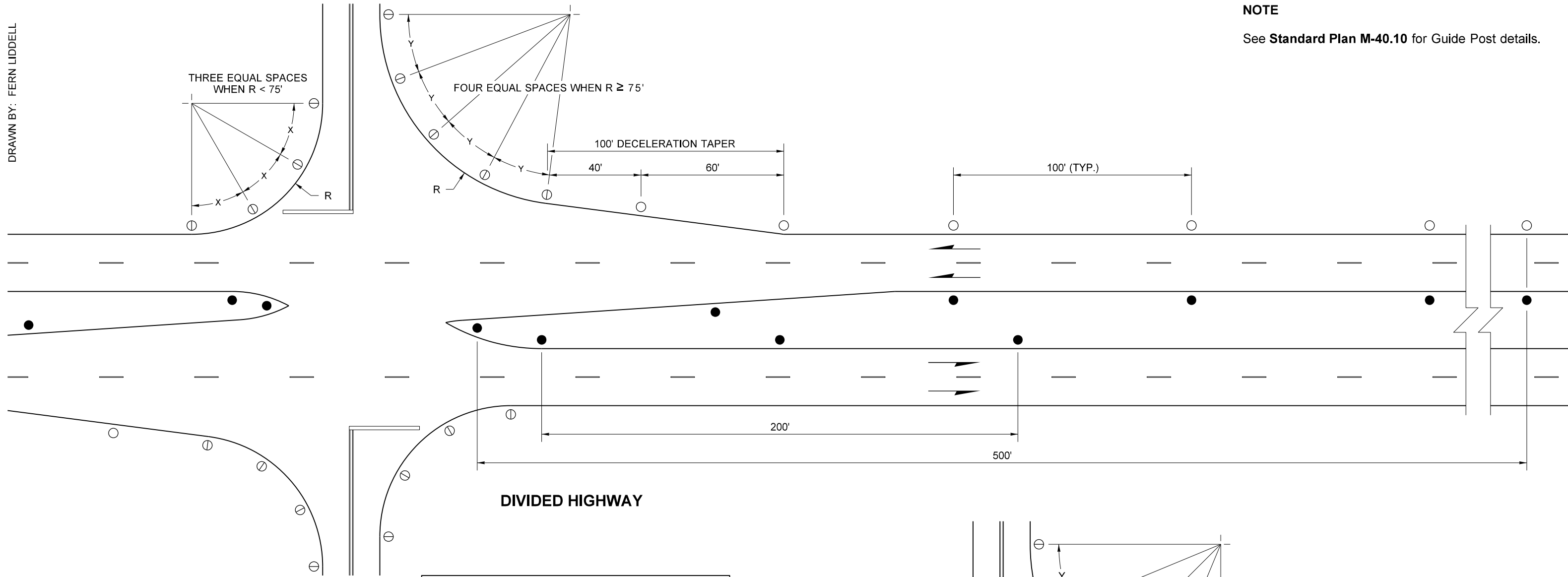
APPROVED FOR PUBLICATION



DRAWN BY: FERN LIDDELL

**NOTE**

See **Standard Plan M-40.10** for Guide Post details.



**DIVIDED HIGHWAY**

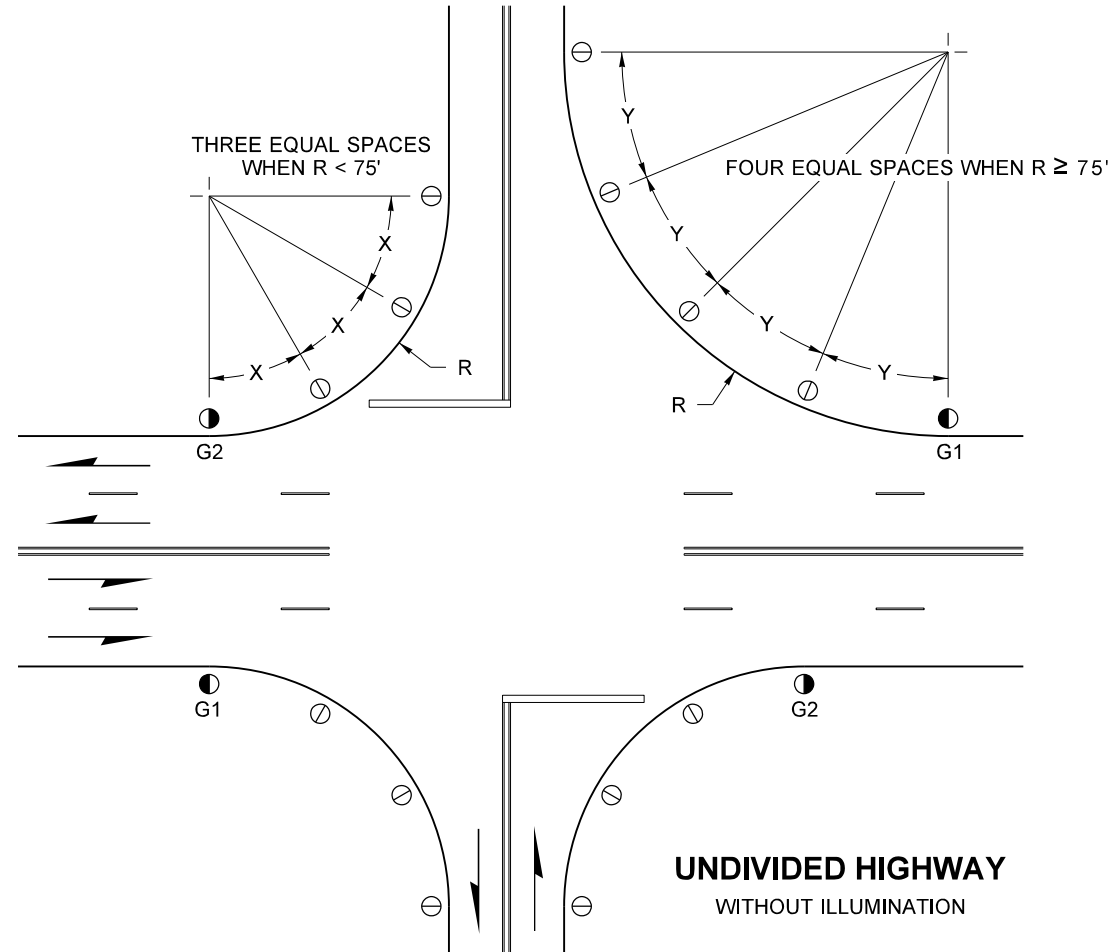
**UNDIVIDED HIGHWAY  
WITHOUT ILLUMINATION**

**LEGEND**

- TYPE W
- ⊕ TYPE WW
- TYPE Y

SEE TYPE DEFINITIONS,  
STANDARD PLAN M-40.10

REFLECTIVE SHEETING APPLICATIONS			
TYPE G1		TYPE G2	
 G1		 G2	
FACING TRAFFIC	BACK SIDE	FACING TRAFFIC	BACK SIDE
3"	3"	3"	3"
8" WHITE	4" WHITE	8" WHITE	4" WHITE
4" WHITE	4" WHITE	4" WHITE	4" WHITE
8" WHITE		4" WHITE	4" WHITE
		8" WHITE	



**GUIDE POST PLACEMENT  
GRADE INTERSECTIONS  
STANDARD PLAN M-40.30-01**

SHEET 1 OF 1 SHEET

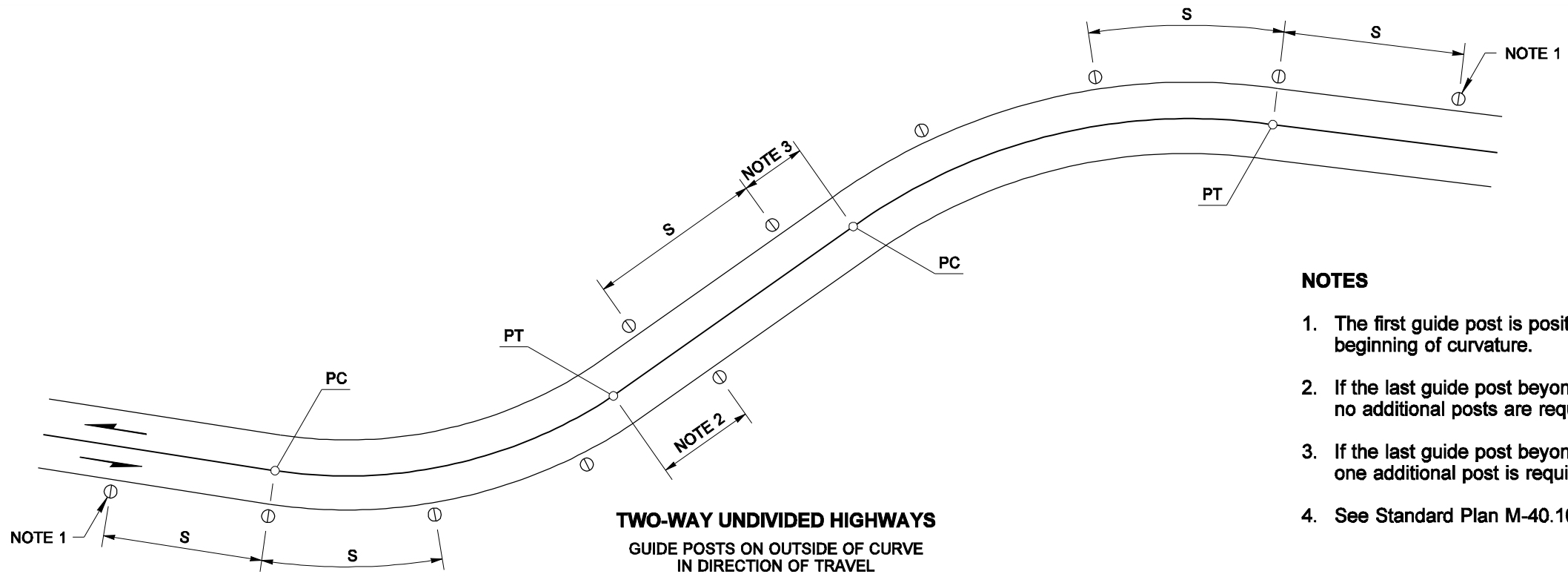
APPROVED FOR PUBLICATION

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STATE DESIGN ENGINEER  
 Washington State Department of Transportation

GUIDE POST SPACING (FEET)	
RADIUS	S
50	20
115	25
150	30
200	35
250	40
300	50
400	55
500	65
600	70
700	75
800	80
900	85
1,000	90
1,200	100
1,700	120
2,300	140
2,900	160
3,700	180
4,500	200
5,500	220
6,500	240
7,600	260
8,800	280
10,000	300
R>10,000	300

INTERPOLATE FROM THE TABLE FOR RADII NOT SHOWN



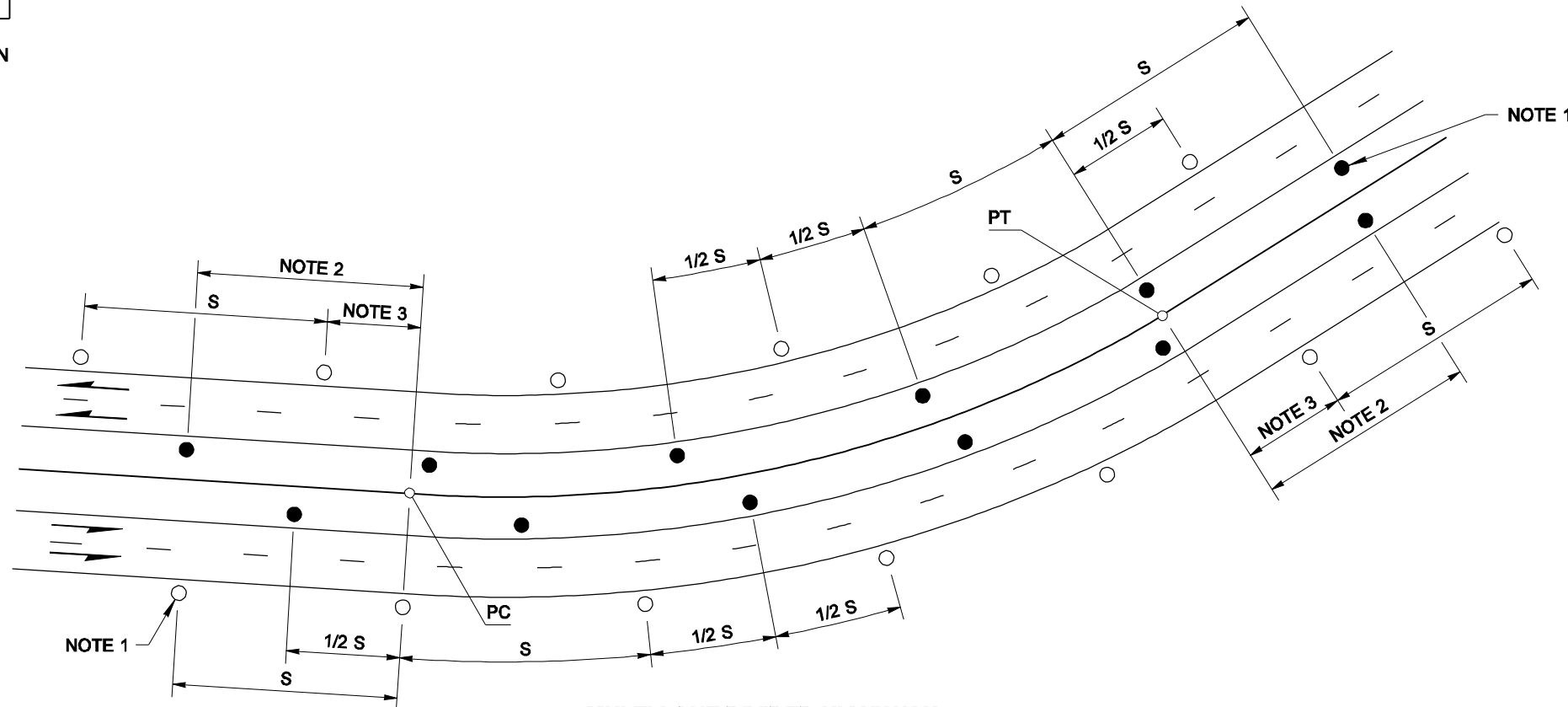
**TWO-WAY UNDIVIDED HIGHWAYS**  
GUIDE POSTS ON OUTSIDE OF CURVE  
IN DIRECTION OF TRAVEL

**NOTES**

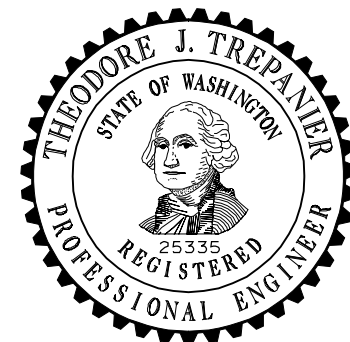
1. The first guide post is positioned "S" distance from the beginning of curvature.
2. If the last guide post beyond the curve is 1/2 "S" or more, no additional posts are required.
3. If the last guide post beyond the curve is less than 1/2 "S", one additional post is required.
4. See Standard Plan M-40.10 for Guide Post details.

LEGEND	
○	TYPE W
⊙	TYPE WW
●	TYPE Y

SEE TYPE DEFINITIONS,  
STD. PLAN M-40.10



**MULTI-LANE DIVIDED HIGHWAYS**  
GUIDE POSTS ON INSIDE AND OUTSIDE OF CURVE  
FOR EACH DIRECTION OF TRAVEL



EXPIRES AUGUST 9, 2009

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT UNLESS IT IS SIGNED BY THE ENGINEER AND APPROVED FOR PUBLICATION. THE ORIGINAL, SIGNED BY THE ENGINEER AND APPROVED FOR PUBLICATION, IS KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

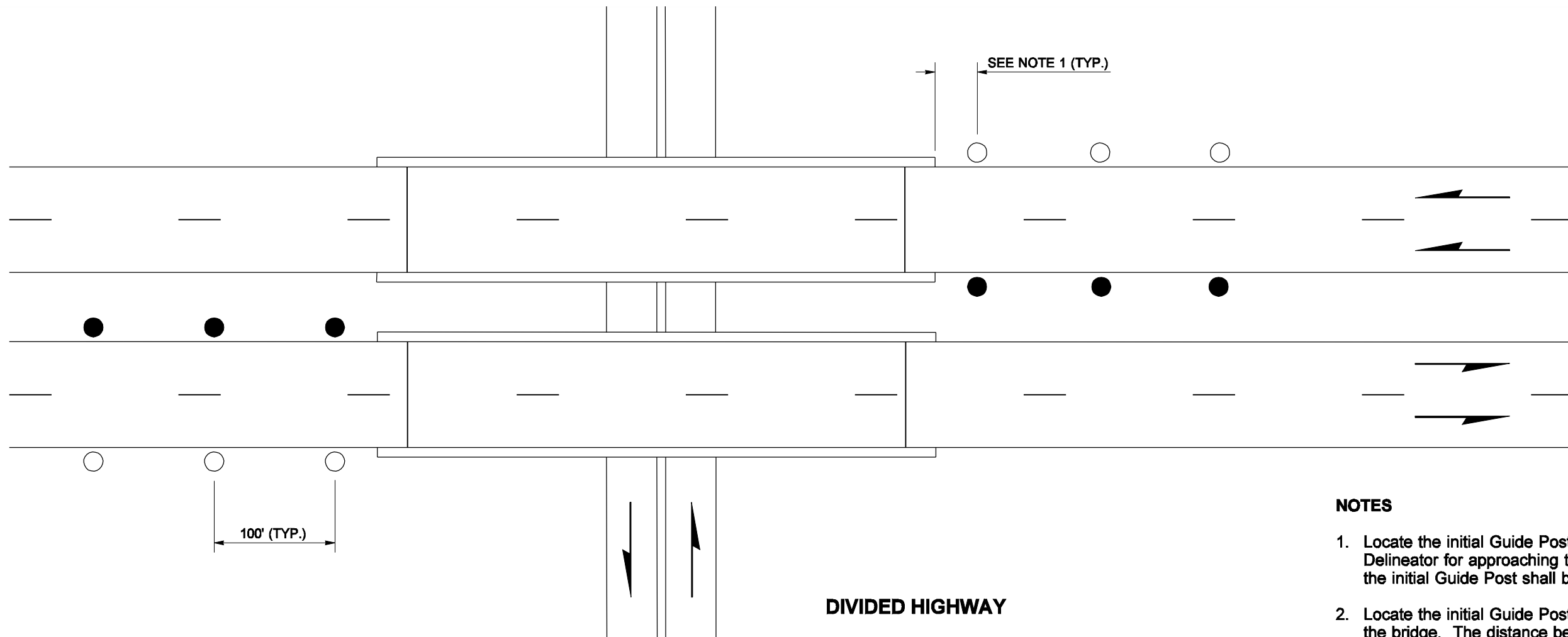
**GUIDE POST PLACEMENT  
HORIZONTAL CURVES  
STANDARD PLAN M-40.40-00**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

**Pasco Bakotich III** 09-20-07  
STATE DESIGN ENGINEER DATE



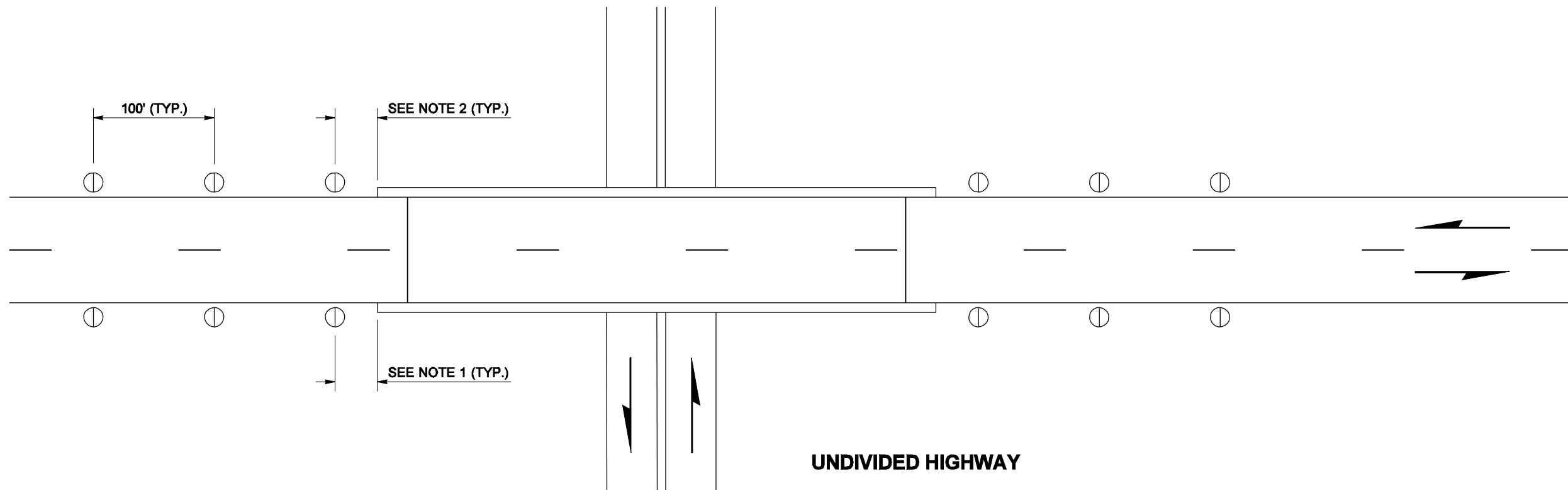


LEGEND	
○	TYPE W
⊕	TYPE WW
●	TYPE Y

SEE TYPE DEFINITIONS,  
STD. PLAN M-40.10

**NOTES**

1. Locate the initial Guide Post so that it does not hinder the visibility of the Bridge Delineator for approaching traffic. The distance between the bridge end and the initial Guide Post shall be 50 feet max.
2. Locate the initial Guide Post so that its visibility is unhindered for traffic departing the bridge. The distance between the bridge end and the initial Guide Post shall be 50 feet max.
3. See Standard Plan M-40.10 for Guide Post details.



EXPIRES AUGUST 9, 2009

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT BUT AN ELECTRONIC DUPLICATE. THE ORIGINAL, SIGNED BY THE ENGINEER AND APPROVED FOR PUBLICATION, IS KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

**GUIDE POST PLACEMENT BRIDGES**

**STANDARD PLAN M-40.50-00**

SHEET 1 OF 1 SHEET

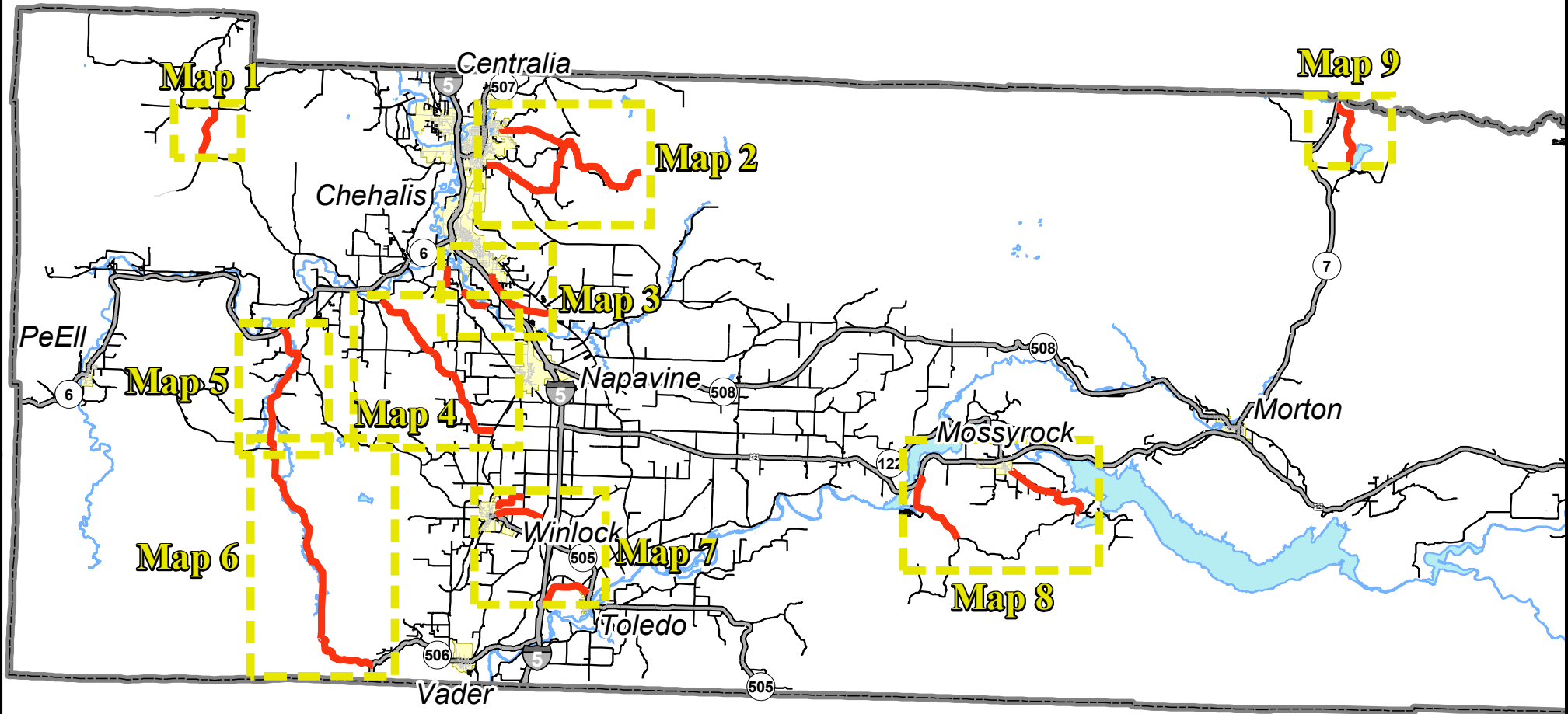
APPROVED FOR PUBLICATION

**Pasco Bakotich III** 09-20-07

STATE DESIGN ENGINEER DATE



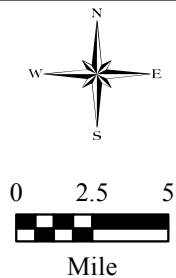
Road Name (Corridor)	BMP	EMP	Length		Quantity	
ROGERS RD	0.000	1.380	1.380		117	
BISHOP RD	0.616	3.977	3.361		238	
SALZER VALLEY RD	1.313	5.523	4.210		294	
SALZER VALLEY RD	0.246	1.313	1.067		70	
SWOFFORD RD	0.000	1.777	1.777		154	
PLEASANT VALLEY RD	4.777	8.106	3.329		172	
PLEASANT VALLEY RD	0.000	4.777	4.777		345	
TOLEDO VADER RD	0.000	2.437	2.437		189	
WILDWOOD RD	2.982	11.849	8.867		434	
WILDWOOD RD	0.000	2.982	2.982		204	
RHOADES RD	0.573	2.061	1.488		116	
WINSTON CREEK RD	0.000	3.620	3.620		232	
LITTLE HANAFORD RD	1.275	8.484	7.209		453	
LITTLE HANAFORD RD	0.742	1.275	0.533		64	
BOISTFORT RD	0.000	6.001	6.001		403	
DEVEREERE RD	0.000	0.900	0.900		90	
MINERAL HILL RD	0.000	3.200	3.200		246	
NEVIL RD	0.055	2.111	2.056		114	
INGALLS RD	0.000	2.198	2.198		154	
MOSSYROCK RD E	0.474	2.621	2.147		159	
<b>Total</b>			<b>Length-</b>	<b>63.539</b>	<b>Quantity -</b>	<b>4248</b>



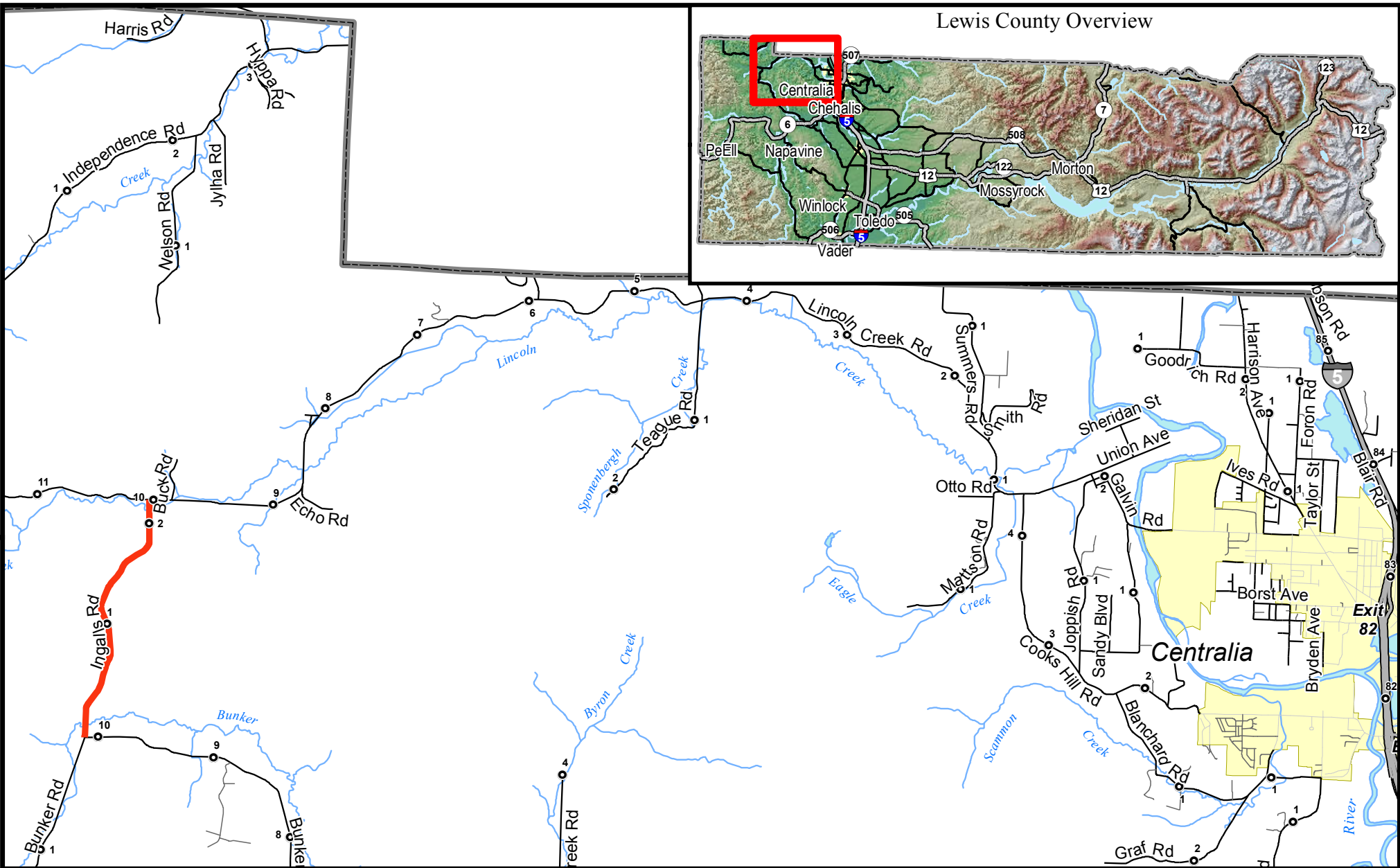
## Map Index

2017 Flexible Guideposts Project Phase 1

CRP 2185A

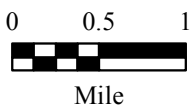


July 11, 2018



# 2017 Flexible Guideposts Project Phase 1 - CRP 2185A

## Map 1 of 9



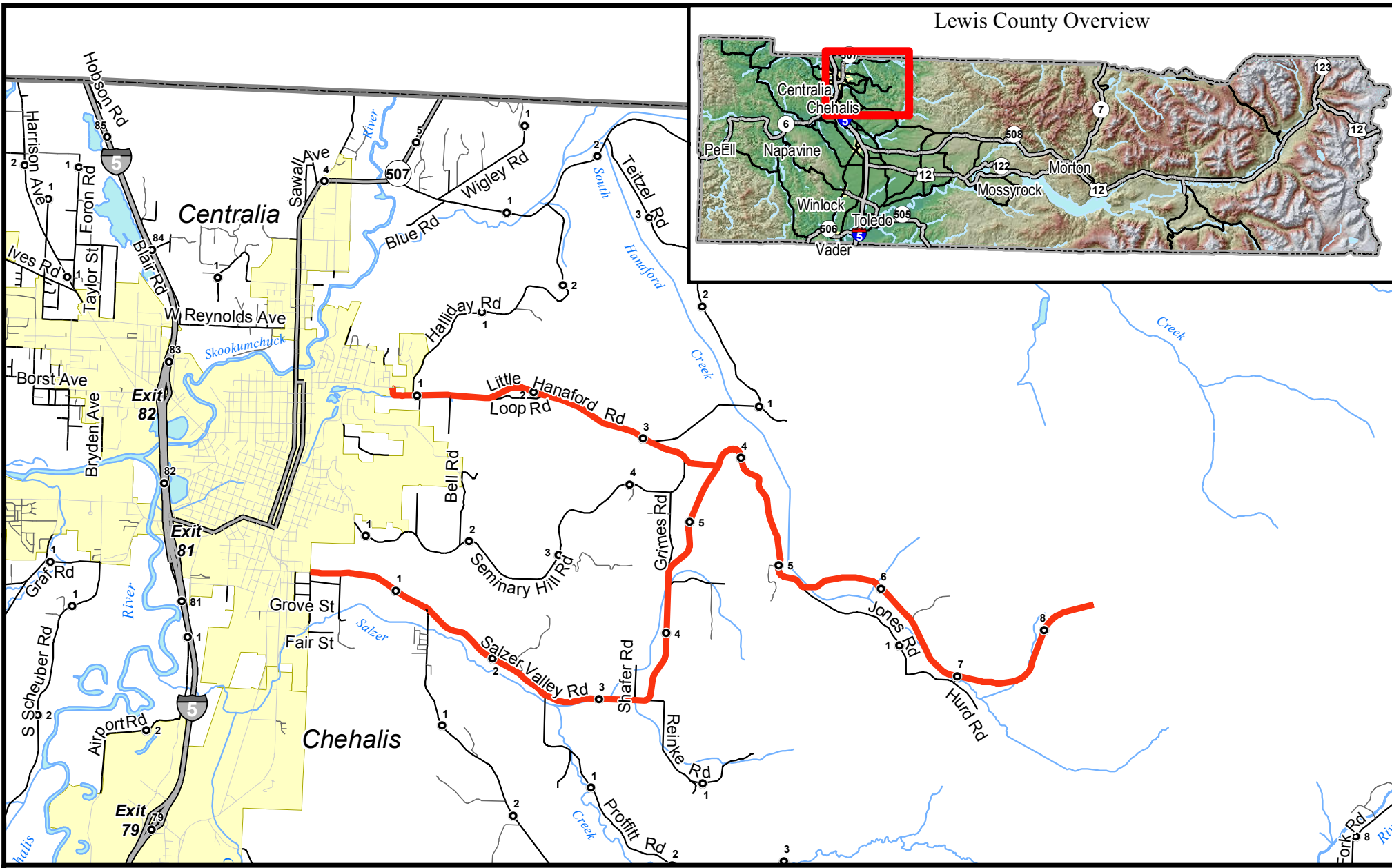
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| State Route | City Street    | Project Site | City Limits |
| County Road | Private Street | Milepost     | County      |



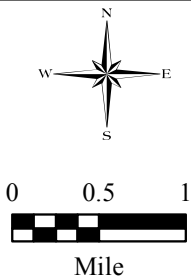
July 11, 2018



Lewis County Overview



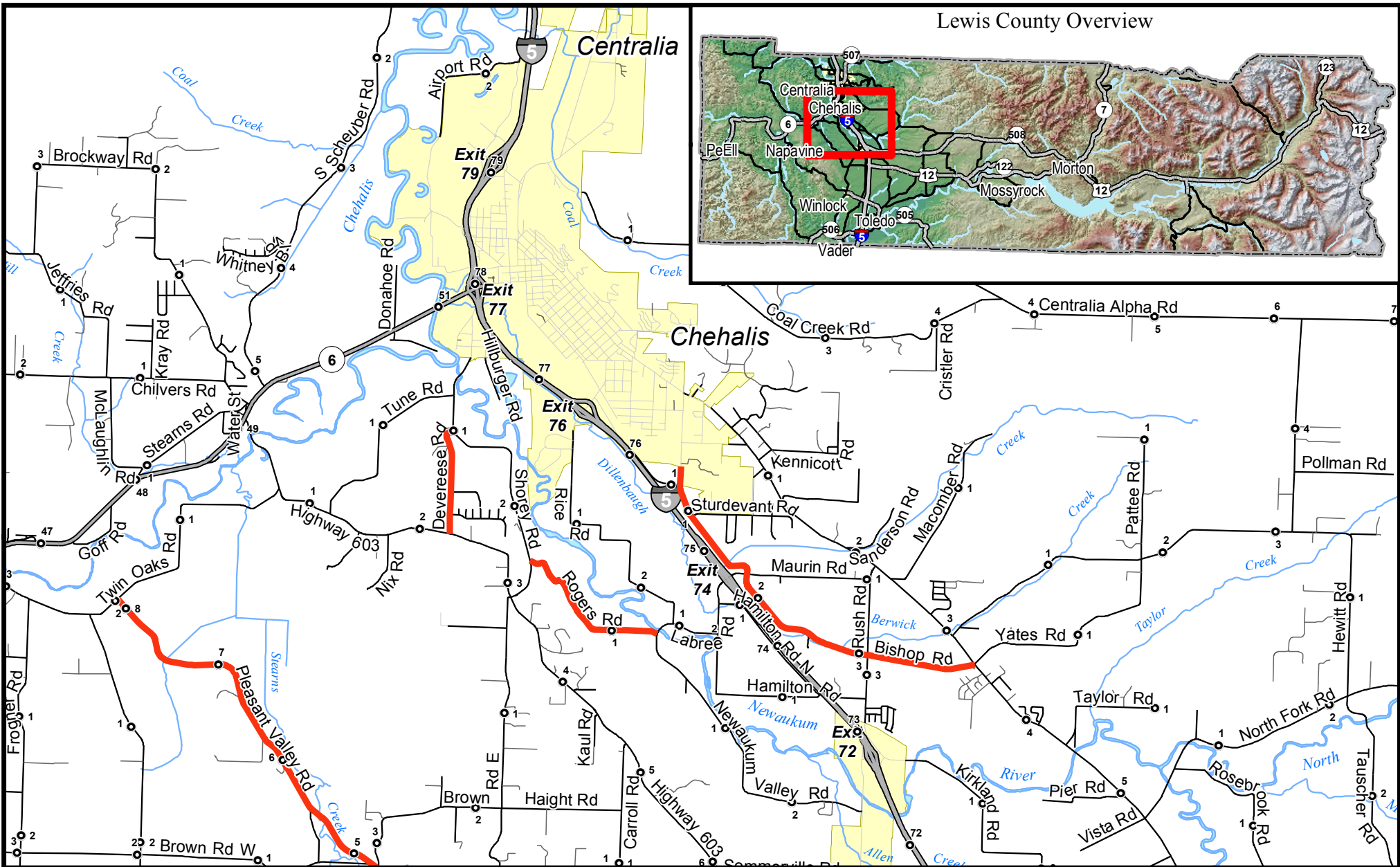
2017 Flexible Guideposts Project Phase 1 - CRP 2185A  
Map 2 of 9



- |             |                |              |             |
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| State Route | City Street    | Project Site | City Limits |
| County Road | Private Street | Milepost     | County      |

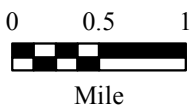
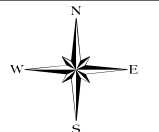


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## 2017 Flexible Guideposts Project Phase 1 - CRP 2185A

### Map 3 of 9

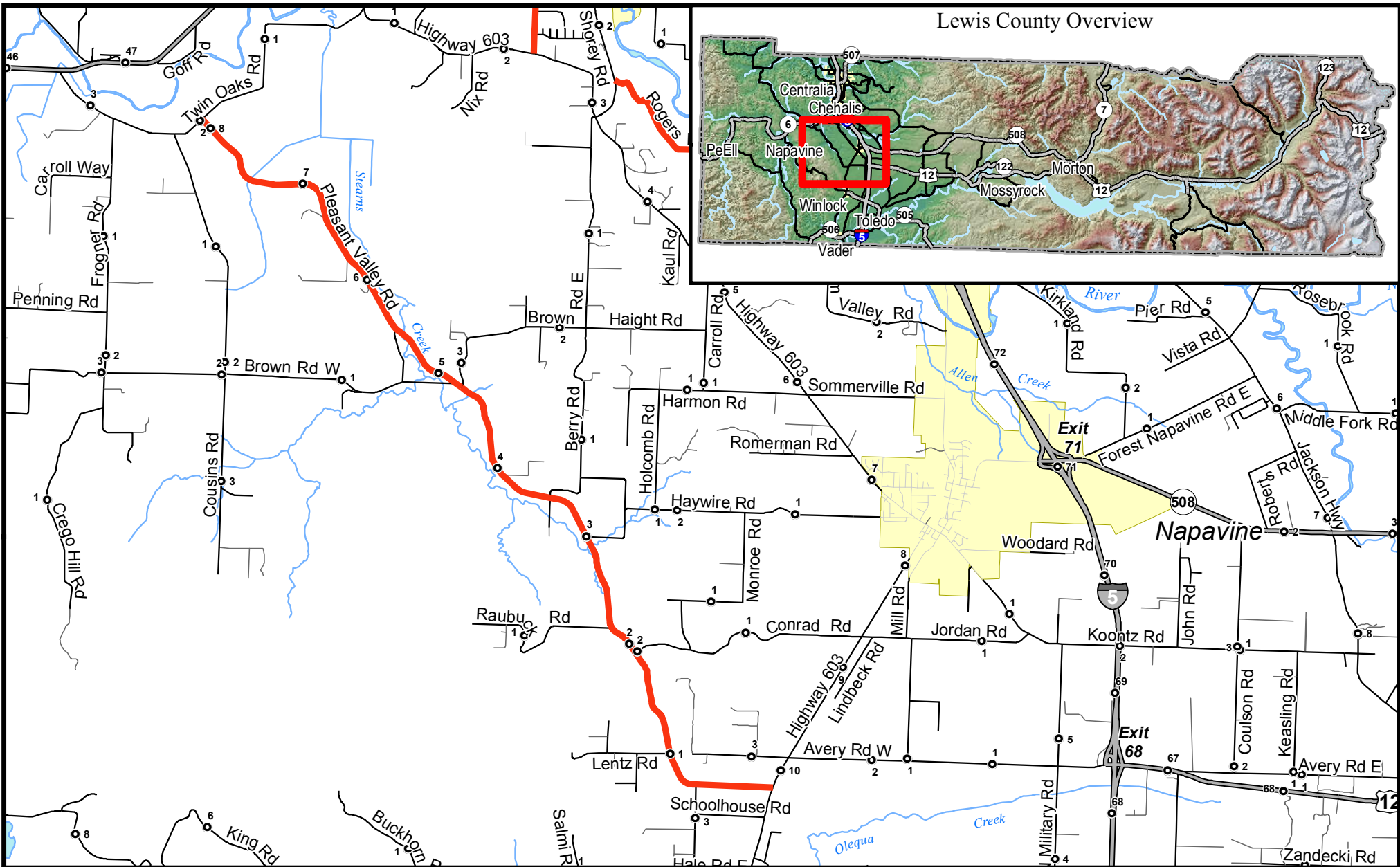


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| State Route | City Street    | Project Site | City Limits |
| County Road | Private Street | Milepost     |             |



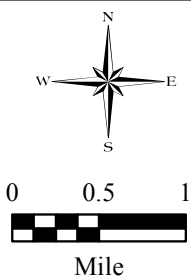
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# 2017 Flexible Guideposts Project Phase 1 - CRP 2185A

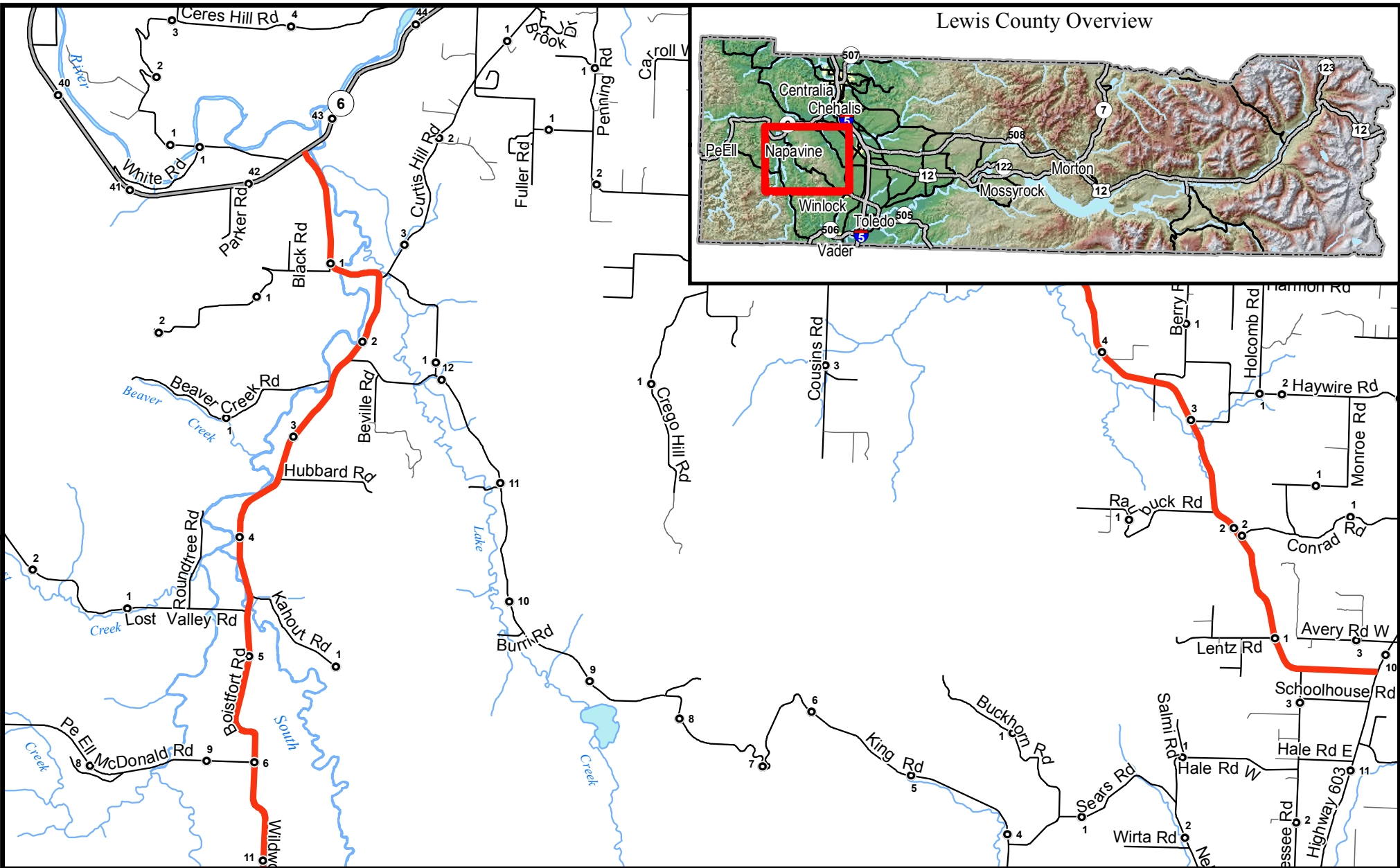
## Map 4 of 9



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| County Road | Private Street | Milepost     |             |

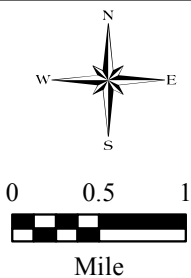


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# 2017 Flexible Guideposts Project Phase 1 - CRP 2185A

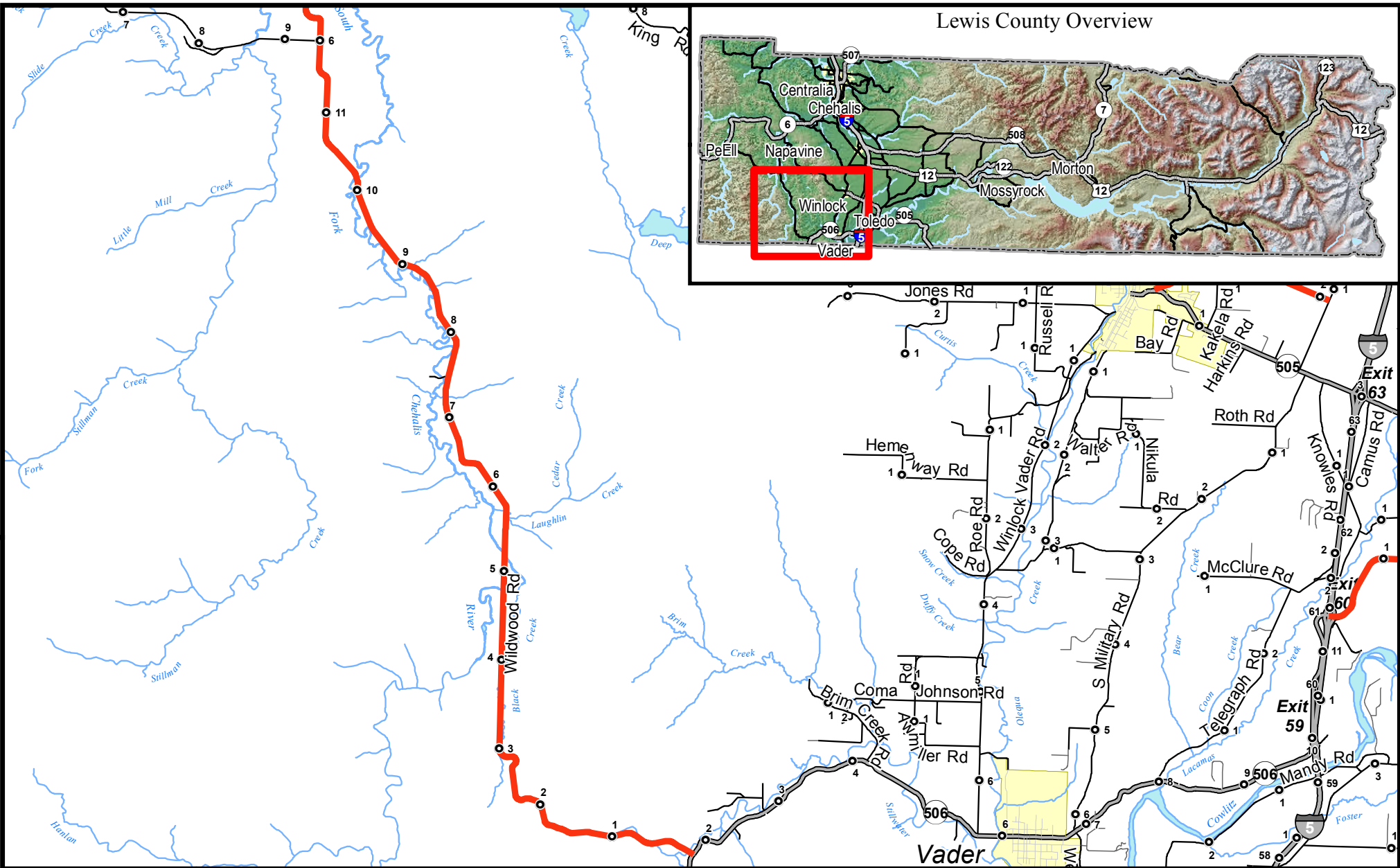
## Map 5 of 9



- |             |                |              |
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| County Road | Private Street | Milepost     |

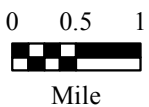


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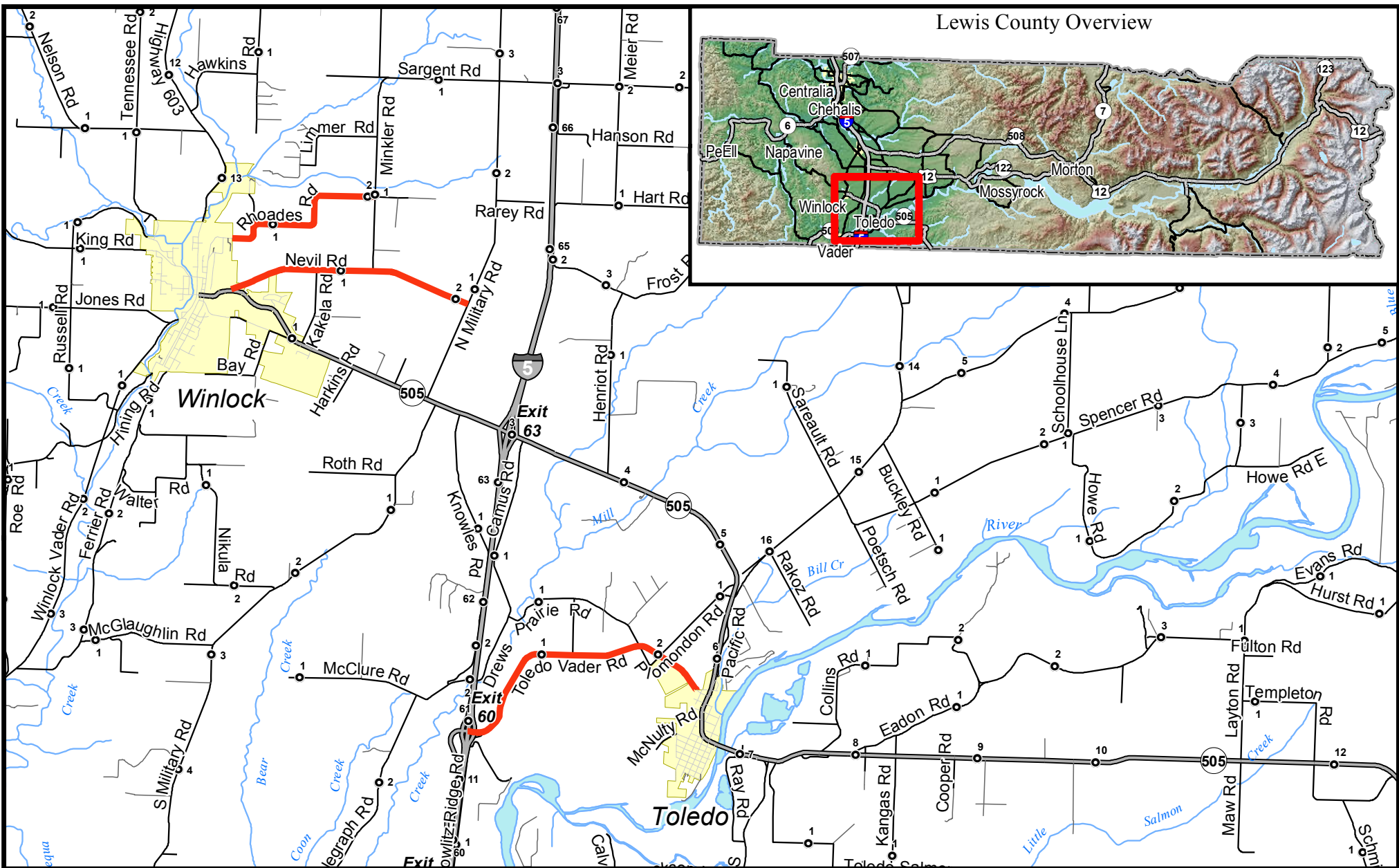


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| State Route | City Street    | Project Site | City Limits |
| County Road | Private Street | Milepost     |             |



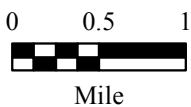
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# 2017 Flexible Guideposts Project Phase 1 - CRP 2185A

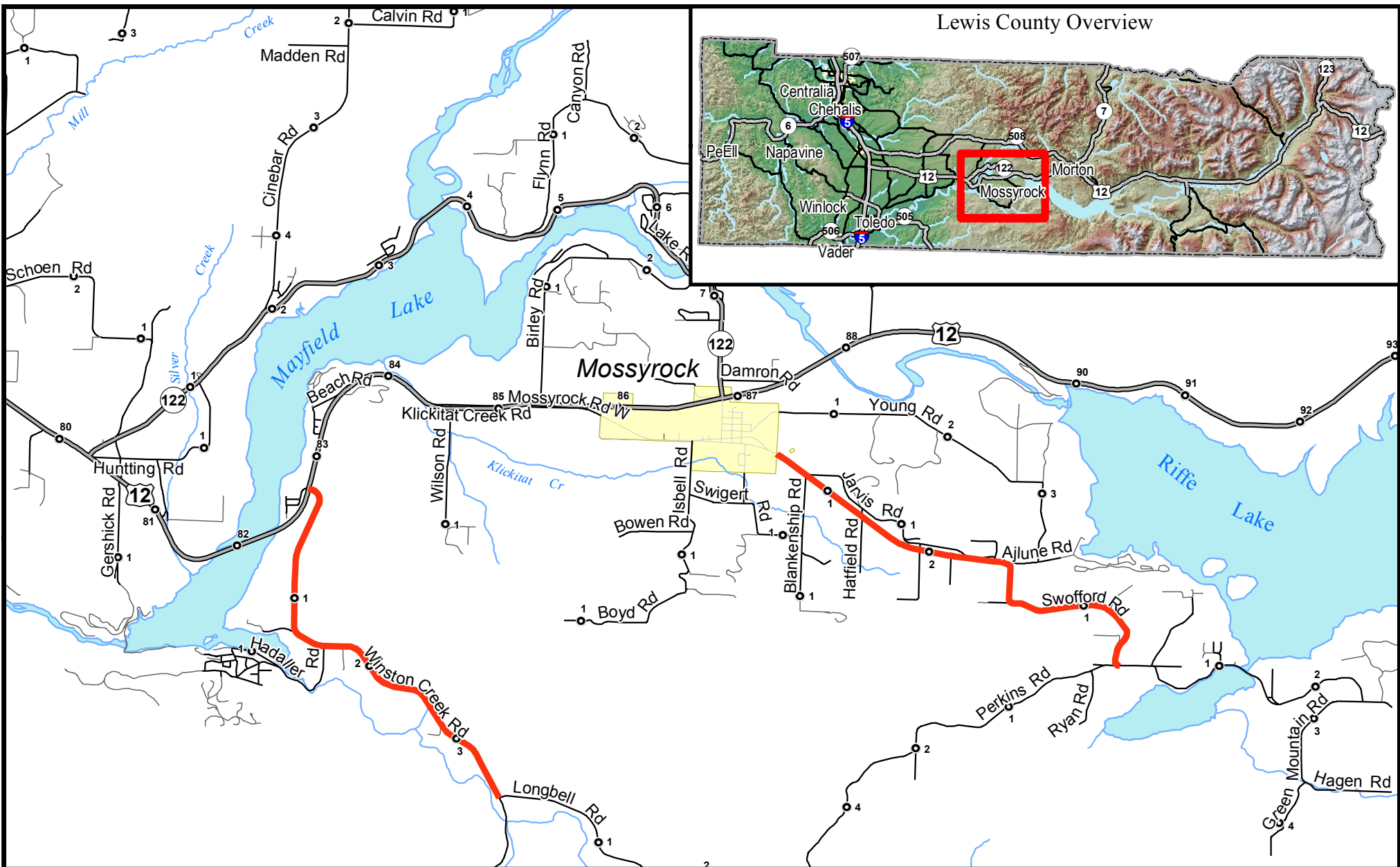
## Map 7 of 9



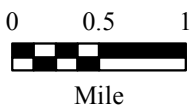
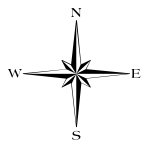
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| County Road | Private Street | Milepost     |             |



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## 2017 Flexible Guideposts Project Phase 1 - CRP 2185A Map 8 of 9

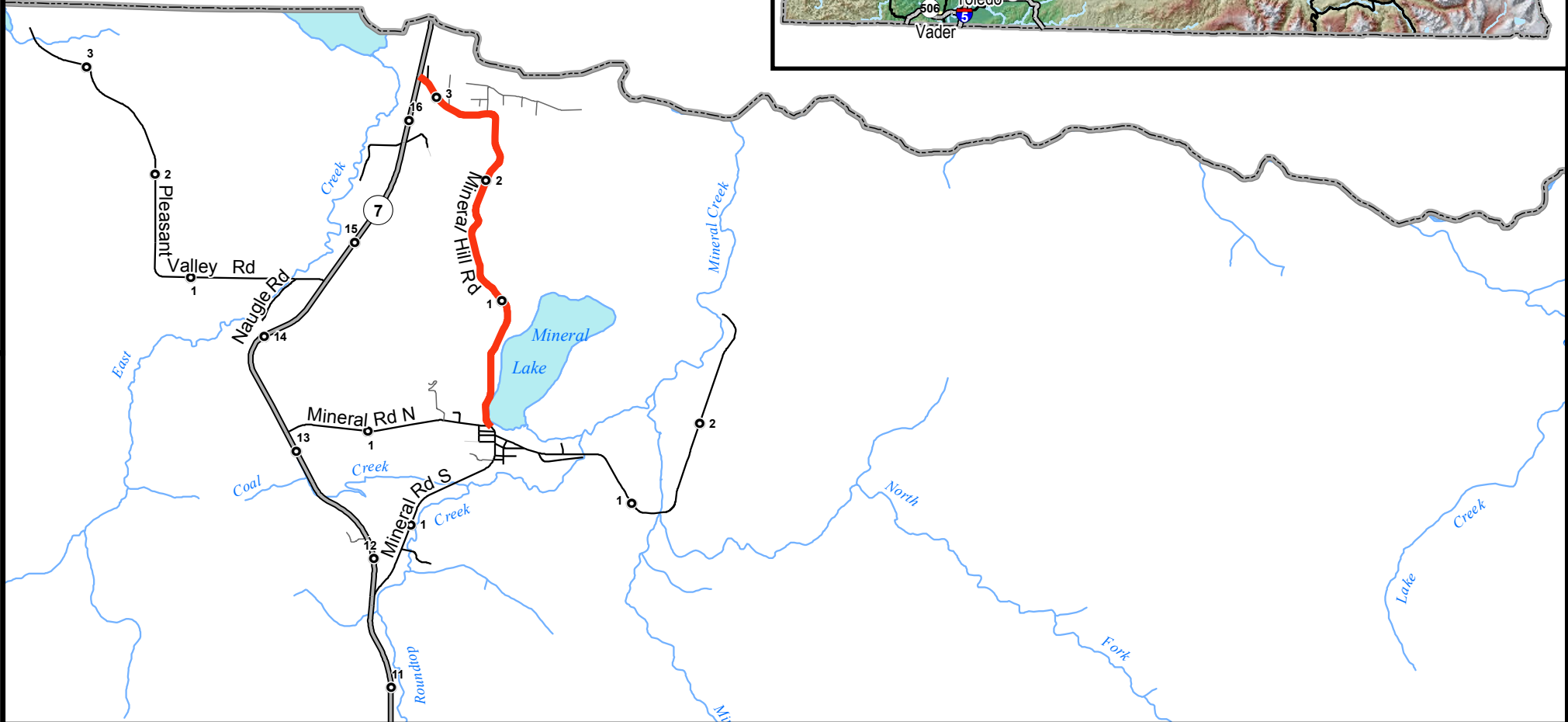


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| County Road | Private Street | Milepost     |             |

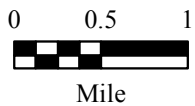


July 11, 2018

### Lewis County Overview



## 2017 Flexible Guideposts Project Phase 1 - CRP 2185A Map 9 of 9



- |             |                |              |        |
|-------------|----------------|--------------|--------|
| State Route | City Street    | Project Site | County |
| County Road | Private Street | Milepost     |        |



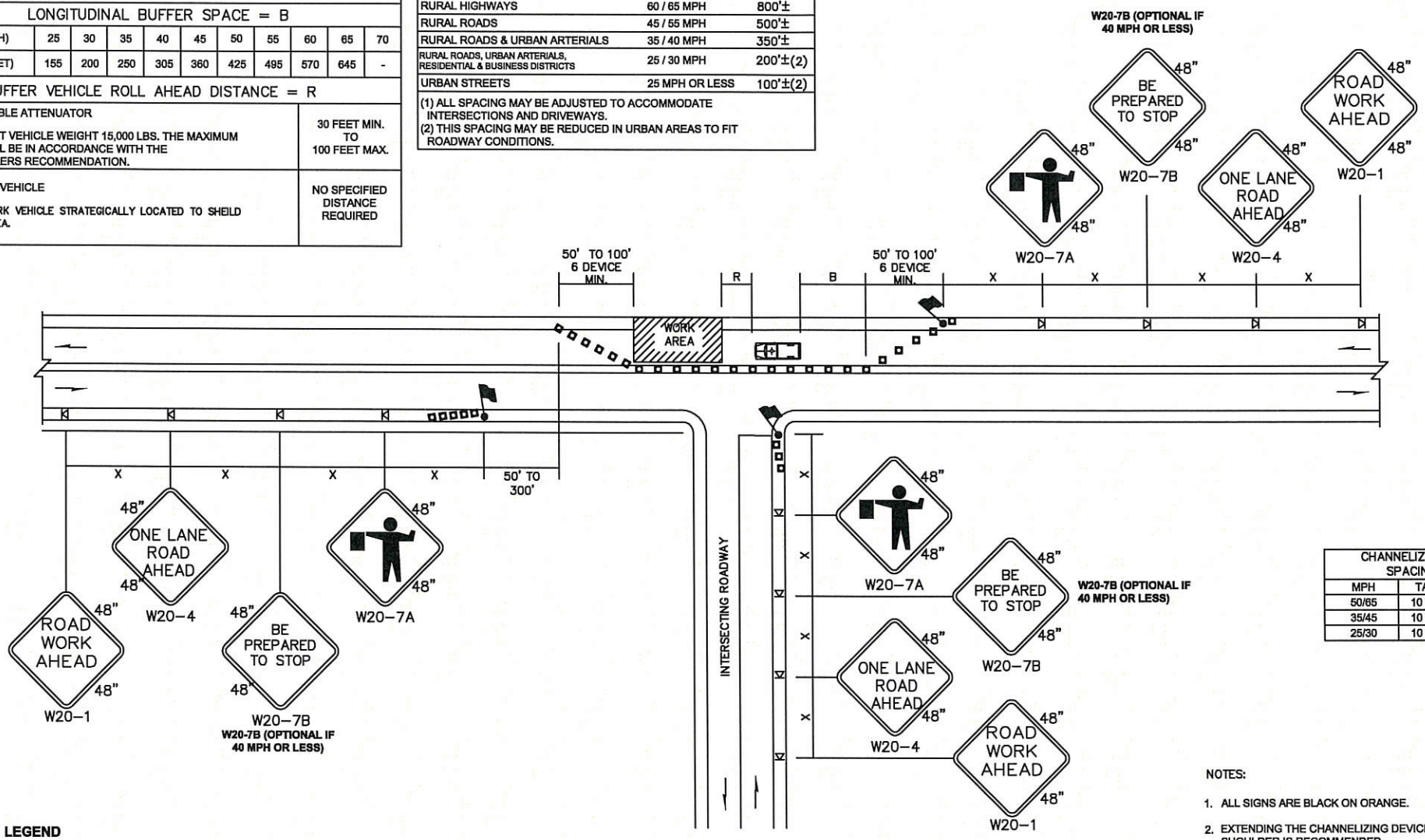
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BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (FEET)	155	200	250	305	360	425	495	570	645	-
BUFFER VEHICLE ROLL AHEAD DISTANCE = R										
TRANSPORTABLE ATTENUATOR								30 FEET MIN. TO 100 FEET MAX.		
MINIMUM HOST VEHICLE WEIGHT 15,000 LBS. THE MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATION.										
PROTECTIVE VEHICLE								NO SPECIFIED DISTANCE REQUIRED		
MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.										

SIGN SPACING = X (1)		
RURAL HIGHWAYS	60 / 65 MPH	800'±
RURAL ROADS	45 / 55 MPH	500'±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350'±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200'±(2)
URBAN STREETS	25 MPH OR LESS	100'±(2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.  
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.



CHANNELIZATION DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50/65	10 TO 20	80
35/45	10 TO 20	80
25/30	10 TO 20	40

- LEGEND**
- FLAGGING STATION
  - TEMPORARY SIGN LOCATION
  - CHANNELIZING DEVICES
  - PROTECTIVE VEHICLE

- NOTES:**
- ALL SIGNS ARE BLACK ON ORANGE.
  - EXTENDING THE CHANNELIZING DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED.
  - NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
  - SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.

ONE-LANE, TWO-WAY TRAFFIC CONTROL WITH FLAGGERS  
NOT TO SCALE

DESIGNED BY :	NO.	DATE	REVISION	BY	APP.
DRAWN BY :					
CHECKED BY :					
DATE :					

