# Grand Mound Roadway Improvements
# Request for Proposal

Prepared for
Confederated Tribes of the
Chehalis Reservation

July 2018

Prepared by

SCJ ALLIANCE
CONSULTING SERVICES

# Grand Mound Roadway Improvements
# Request for Proposal

*Prepared for*

**Confederated Tribes of the Chehalis Reservation**
420 Howanut RD
P.O. Box 536
Oakville, WA 98568

*Prepared by*

**SCJ Alliance**
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# SECTION 00 41 00
# RFP/BID FORM

## CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION

**REQUEST FOR PROPOSAL**
**Grand Mound Roadway Improvements**

**PROJECT NAME:**
**Grand Mound Roadway Improvements**
**PO Box 536**
**6 Niederman Road**
**Oakville, Washington 98568**
**Jim Gibson**
**j.e.gibsonconsulting@gmail.com**

**July 2018**

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# SECTION 00 11 13
# INVITATION TO BID

## CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION

## GRAND MOUND ROADWAY IMPROVEMENTS

### REQUEST FOR PROPOSAL

The Grand Mound Roadway Improvements project includes improvements to Old Highway 99, 198th Avenue and Sargent Road. The Improvements will modify the current Old Highway 99 and 198th Avenue intersection to a roundabout intersection. Reconstruction of 198th Avenue and Sargent Road is also included. Work elements for this project include: temporary erosions control, clearing and grubbing, excavation, storm water and rain garden installation, illumination installation, curb and gutter, cement concrete sidewalks, paving, pavement markings, sign installation, traffic control and other work.

Sealed proposals for the Grand Mound Roadway Improvements project must be received by August 20, 2018, at 12 p.m. Proposals may be mailed to: The Chehalis Tribe, PO Box 536, Oakville, WA 98568, Attn: Bryan Sanders, or delivered to the following street address: 6 Niederman Road, Oakville, WA 98568. Bid proposals received after the date and time stated above will not be accepted. Proposals received on time will be opened privately. The Chehalis Tribe will share the bid results within 10 business days from the final date of receipt of proposals. The Chehalis Tribe reserves the right to waive irregularities and to reject any and all bids.

RFP documents will be available in PDF format starting July 31, 2018, at the following web site: https://www.chehalistribe.org . Click on “Public Notices” link at bottom of home page.

Please direct questions regarding this project to the Owner’s Tribal Project Representative, Jim Gibson at the following:

Email: j.e.gibsonconsulting@gmail.com

The work includes the furnishing of all labor, materials, and equipment necessary to construct the Grand Mound Roadway Improvements according to the drawings and specifications.

It is the intent to award a contract to the highest scored responsible Bidder according to the scoring matrix included with the RFP (Spec. Sec. 00 21 13), provided the bid has been submitted in accordance with the bidding documents and does not exceed the funds available. Scoring and assessment of Bid Proposals will be performed by a selection committee, expected to include Tribal officials and/or staff members. Bid pricing is to exclude sales taxes.

By Order of: Confederated Tribes of the Chehalis Reservation
Oakville, WA 98568

Published: Daily Journal of Commerce – Monday, July 31, 2018
Monday, August 7, 2018

# SECTION 00 21 13
# INSTRUCTIONS TO BIDDERS

## ARTICLE 1 – DEFINITIONS

1.1 The Bidding Documents include the Invitation to Bid, Instructions to Bidders, Request for Proposal/Bid Form, Specifications, Drawings, and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consist of the Agreement Between Confederated Tribes of the Chehalis Reservation and Contractor, the Drawings, the Specifications and all Addenda issued prior to and all modifications issued after execution of the Contract.

1.2 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding documents by additions, deletions, clarifications, or corrections. The contents of Addenda are issued in no particular order and therefore should be carefully and completely reviewed.

1.3 A Bid is a complete and properly signed proposal to do the Work, or designated portion thereof, submitted in accordance with the Bidding Documents for the sums therein stipulated.

1.4 The Base Bids are the sums stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids if any.

1.5 A Bidder is a person or entity who submits a bid.

1.6 The Project Manager is the Confederated Tribes of the Chehalis Reservation,

located at: Planning Department
6 Niederman Road
Oakville, Washington 98568

1.7 In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.

## ARTICLE 2 – BIDDER'S REPRESENTATIONS

2.1 Each Bidder, by making its Bid, represents that:

2.1.1 The Bidder has read and understands the Bidding Documents and its Bid is made in accordance therewith.

2.1.2 The Bidder has familiarized itself with the requirements to be performed and has correlated its observations with the requirements of the proposed Contract Documents.

2.1.3 Its Bid is based upon the materials, systems, and equipment required by the Bidding Documents, without exception.

2.1.4 The Bidder has carefully examined the Bidding Documents and Contract Documents and has satisfied itself as to the nature, location, character, quality, and quantity of the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished, all other requirements of the Contract Documents, as well as the conditions and other matters that may affect performance of the work or the cost or difficulty thereof. The failure of the Bidder fully to acquaint themselves with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the work in accordance with and for the contract sum provided for in the contract documents.

## ARTICLE 3 – BIDDING DOCUMENTS

3.1 PDF Format Files Available July 31, 2018.

3.1.1 Complete sets of the Bidding Documents will be available on the Chehalis Tribe's website: https://www.chehalistribe.org.

3.1.2 Bidder shall use complete sets of Bidding Documents in preparing Bids; the Tribe assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.2 Interpretation or Correction of Bidding Documents:

3.2.1 Bidders shall promptly notify the Tribe of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bidding Documents. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.

3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Tribe at least seven days prior to the date for receipt of Bids.

3.2.3 Any interpretation, correction, or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections, and changes.

3.3 Addenda:

3.3.1 Addenda will be mailed or delivered to all who are known by the Tribe to have received a complete set of Bidding Documents.

3.3.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.3.3 No Addenda will be issued later than three days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or including postponement of the date for receipt of Bids.

3.3.4 Each Bidder shall ascertain, prior to submitting its bid that it has received all Addenda issued and it shall acknowledge their receipt in its Bid.

## ARTICLE 4 – BIDDING PROCEDURE

4.1 Form and Style of Bids:

4.1.1 Bids shall be submitted on a Bid Form identical to the form included with the Bidding Documents.

4.1.2 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures; in case of discrepancy between the two, the amount written in words shall govern.

4.1.3 Any interlineation, alteration, or erasure must be initialed by the signer of the Bid.

4.1.4 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall also give the State of Incorporation. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 Bid Security:

4.2.1 As described on RFP/Bid Form.

4.3 Submission of Bids:

4.3.1 The Bid, and any other documents required to be submitted with the Bid, shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to:

Confederated Tribes of the Chehalis Reservation
Attn: Jim Gibson
Planning Department
6 Niederman Road
Oakville, WA 98568

If bid is sent by mail, envelope shall be addressed to:

Bid Title: Grand Mound Roadway Improvements
Submitted by:
Submitter’s address:

If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof and addressed to:

Confederated Tribes of the Chehalis Reservation
Attn: Bryan Sanders
PO Box 536 Oakville, WA 98568,

4.3.2 The Bidder shall include one original and 6 paper copies of the bid proposal documents in the sealed submittal envelope.

4.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.5 Oral, telephonic, or facsimile Bids are invalid and will not receive consideration.

4.4 Modification or Withdrawal of Bids:

4.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder during a thirty day period following the time and date designated for the receipt of Bids and each Bidder so agrees in submitting its Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids and it shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be re-submitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

## ARTICLE 5 – CONSIDERATION OF BIDS

5.1 Opening of Bids:

5.1.1 Bids will be opened privately by the owner and reviewed by the selection committee.

5.2 Rejection of Bids:

5.2.1 The Tribe shall have the right to reject any/or all Bids for any reason or for no reason, to reject a Bid not accompanied by data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

5.3 Acceptance of Bid (Award):

5.3.1 The Tribe intends (but is not bound) to award a Contract to the highest scored responsible Bidder, as assessed by a selection committee described in the Invitation to Bid (Spec. Sec. 00 11 13), provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Tribe has the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in its judgment, is in its own best interests.

5.3.2 Preference should be given to hiring Indian subcontractors and labor.

5.3.3 The Tribe reserves the right to limit the award of the bid based on funds available to all or any combination of base bids.

## ARTICLE 6 – POST BID INFORMATION

6.1 Submittals:

6.1.1 The Bidders shall submit in a timely manner all information required by the Contract Documents.

## ARTICLE 7 – FORM OF AGREEMENT BETWEEN THE OWNER AND CONTRACTOR

7.1 Form to be Used:

7.1.1 The Agreement for the Work will be written on the form included with the Bidding Documents.

## ARTICLE 8 – SUPPLEMENTARY INSTRUCTIONS

8.1 Contract Time: See Section 1-08.5, Time for Completion.

8.2 Non Discrimination: The Bidder shall fully comply with all applicable tribal, federal, state, and local laws, regulations, and ordinances pertaining to nondiscrimination, equal employment, and affirmative action.

8.3 Liquidated Damages: See Section 1-08.9, Liquidated Damages.

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# BIDDER'S CHECKLIST

The Bidder's attention is called to the following forms which must be executed in full as required and submitted (as a sealed bid) at the time of bid opening:

## PROPOSALS

Proposals must consist of the following information in the order indicated below:

1. Form A – Bid Proposal.
2. Form B – Project Approach and Schedule.
3. Form C – Bidder's Construction Experience.
4. Form D – Safety Plan.
5. Form E – Indian Preference: Proof of enrollment in a federally recognized Indian Tribe, if applicable.
6. Form F – Bonding (5%).
7. Form G – Non-Collusion Declaration.
8. Form H – Signature Page.

**FAILURE TO COMPLETE AND SUBMIT THE ABOVE ITEMS MAY BE CAUSE FOR THE TRIBE TO CONSIDER THE BID IRREGULAR AND BE REJECTED.**

The following forms are to be executed after the Award:

1. Contract: To be executed by the successful bidder and the Tribe.
2. Contract Bond (Performance and Payment Bond).
3. Insurance Certificates.
4. Labor and Industry Forms.

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# PROPOSAL REQUIREMENTS

Proposals must consist of the following information in the order indicated below:

1. Form A – Bid Proposal.
2. Form B – Project Approach and Schedule.
3. Form C – Bidder's Construction Experience.
4. Form D – Safety Plan.
5. Form E – Indian Preference: Proof of enrollment in a federally recognized Indian Tribe, if applicable.
6. Form F – Bonding (5%).
7. Form G – Non-Collusion Declaration.
8. Form H – Signature Page.

## EVALUATION CRITERIA

Upon receipt, the Chehalis Tribe will evaluate each proposal based on the criteria located on the following page.

## Proposal Evaluation Criteria

| | |
|---|---|
| **Bid Proposal (Form A):** Total Bid amount will be scored on a sliding scale based on rank of individual bidders and range of variation in bid amounts.<br><br>Where an Indian-owned economic enterprise whose Indian ownership consists of the Chehalis Tribe or enrolled Chehalis tribal member(s) submits a bid for a contract, preference for that Indian-owned economic enterprise shall be exercised over other bidders in the following manner: 10% reduction in the bid prices for Chehalis Indian-owned economic enterprises that exceed the lowest price of another qualified bidder by no more than 10% of that other bidder's bid price applied for the purpose of scoring in this evaluation section. | 40 Points |
| **Project Approach and Schedule (Form B):** Project approach must demonstrate that the Bidder understands the work involved, has coordinated with any subcontractors and has accounted for material availability. | 30 Points |
| **Bidder's Construction Experience (Form C):** Form must be completed in its entirety; do not leave anything blank. Proposal will be evaluated on how thoroughly questions are answered and the level of experience the Bidder has in projects of similar scope. | 5 Points |
| **Safety Plan (Form D):** The Bidder shall submit a Safety Plan in accordance with Title 11.10 Construction Safety of the Chehalis Tribal Code. Additionally the Safety Plan shall address project specific work elements. | 15 Points |
| **Indian Preference (Form E):** Preference will be given to qualified proposals where Contractor and/or any subcontractors are members of federally recognized Indian tribes. To be considered for Indian Preference, you must submit proof of enrollment in a federally recognized Indian tribe. | 10 Points |
| **Bonding (Form F):** Proposals are required to provide a 5% bid bond in order to be considered a responsive bid proposal. | Pass/Fail |
| **Non-Collusion Declaration (Form G):** Proposals are required to include the Non-Collusion Declaration in order to be considered a responsive bid proposal. | Pass/Fail |
| **Signature Page (Form H):** Proposals are required to include the Signature Page in order to be considered a responsive bid proposal. | Pass/Fail |
| **TOTAL POINTS:** | **100 Points** |

**Bidder:** _____

## FORM A: BID PROPOSAL / SCHEDULE OF VALUES

## GRAND MOUND ROADWAY IMPROVEMENTS

1. Mobilization (includes any incidentals/bond/etc.) _____
2. Demolition _____
3. Erosion Control _____
4. Clearing & Grubbing _____
5. Grading _____
6. Stormwater System & Biorention Areas _____
7. Water Lines & Hydrants _____
8. Conc. Surfacing (Incl. Sidewalks, Curbs, Aprons & Islands) _____
9. Asphalt Paving _____
10. Illumination System _____
11. Pavement Markings _____
12. Permanent Signing _____
13. Landscaping _____
14. Traffic Control _____
15. Surveying _____
16. Clean-Up _____
17. Record Drawings _____

**Total Base Bid (Lump Sum)** _____

**Bidder:** _____

# FORM B: PROJECT APPROACH AND SCHEDULE

# CONFEDERATED TRIBES OF THE CHEHALIS INDIAN RESERVATION

# REQUEST FOR PROPOSAL

# GRAND MOUND ROADWAY IMPROVEMENTS

## PROJECT APPROACH

The Grand Mound Roadway Improvements project includes improvements to Old Highway 99, 198th Avenue and Sargent Road. The Improvements will modify the current Old Highway 99 and 198th Avenue intersection to a roundabout intersection. Reconstruction of 198th Avenue and Sargent Road is also included. Work elements for this project include: temporary erosions control, clearing and grubbing, excavation, storm water and rain garden installation, illumination installation, curb and gutter, cement concrete sidewalks, paving, pavement markings, sign installation, traffic control and other work.

## CONSTRUCTION APPROACH

The Bidder shall provide detail on how they will address the following items:

1. Address subcontractor scope and coordination. List all subcontractors and specific works items they will be completing.

2. Provide a detailed narrative describing your traffic control plan. This must include the following:
    - A detailed description of your construction sequence.
    - Will there be any road closures and if so for how long?
    - Will you be completing any nighttime or afterhours construction?
    - How many flaggers will you have and how/where will they be used?
    - How will you accommodate pedestrians?
    - How will you ensure access to adjacent businesses?
    - Outline signage and illumination plan.
    - Describe your plan during heavy traffic congestion. How will you ensure traffic doesn't get backed up on adjacent roadways?
    - Provide a traffic control project schedule showing each phase affecting traffic and the planned method of handling traffic by phase including length of time of any road closures.

3. Describe material and equipment staging. Attach a diagram identifying locations where material and equipment that is delivered or staged on-site will be located. Identified staging area must be provided to us in writing showing you have landowner approval.

4. Present in the proposal, the coordination of items with long lead deliveries to complete project in the most time- and cost-effective manner. The project schedule will be evaluated to assess the Bidder's approach to complete the project. Project schedules must also demonstrate that the Bidder understands the work involved, has coordinated with any subcontractors and has accounted for material availability.

## PROJECT SCHEDULE

Include a preliminary Type A progress schedule for the project, by activity, in accordance with Section 1-08.3 (2)B, of the WSDOT Standard Specifications indicating when each activity will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables. The schedule must include all construction activities and provide adequate detail to establish an acceptable and realistic construction duration and sequence to complete the project.

## FORM C: BIDDER'S CONSTRUCTION EXPERIENCE

***NOTE: All questions must be answered and the data given must be clear and comprehensive. If necessary, include separate sheets.***

6.1. How many years has your organization been in business as a Contractor?

6.2. How many years has your organization been in business under this present business name?

6.3. Under what other or former names has your organization operated?

6.4. If your organization is a corporation, answer the following:

- Date of incorporation:
- State of incorporation:
- Presidents name:

6.5. If your organization is a partnership, answer the following:

- Date of organization:
- Type of partnership (if applicable):
- Names of general partner:

6.6. If your organization is individually owned, answer the following:

- Date of organization:
- Name of owner:

6.7. Describe the general character of work performed by your company.

6.8. On a separate sheet, list major construction contracts your organization has in progress, giving the name of the project, owner, contract amount, percent complete, and scheduled completion date.

6.9. Have you ever failed to complete any work awarded to you? If so, why and where?

6.10. Have you ever defaulted on a Contract? If yes, provide details on separate sheet.

6.11. List projects of similar scope completed by your company. Include the approximate cost for each, the client, and the month and year completed. Be sure to list all previous experience with construction of roundabouts.

6.12. List the major equipment available for this contract.

6.13. On a separate sheet, list jobs completed that are of similar type and magnitude to this project, include: project name, description of work performed, completion date, client name, reference phone number, and dollar value.

6.14. State the average annual amount of construction work performed during the past five years.

6.15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Tribe?

6.16. List all claims and litigations for similar projects performed during the past 5 years

6.17. Name of Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

# FORM D: SAFETY PLAN

## CONFEDERATED TRIBES OF THE CHEHALIS INDIAN RESERVATION

## REQUEST FOR PROPOSAL

## GRAND MOUND ROADWAY IMPROVEMENTS

The Bidder shall submit a project-specific Safety Plan in accordance with Title 11.10 Construction Safety of the Chehalis Tribal Code, available at:

http://www.codepublishing.com/WA/ChehalisTribe/#!/chehalistribe11/ChehalisTribe1110.html#11.10

The Safety Plan must describe how site-specific construction safety will be ensured in the following areas:

- Personal protective equipment.
- Worksite housekeeping.
- Employee training.
- Fall protection.
- Emergency response/accidents/injury response including investigations and reporting.
- Fire protection.
- Hand and power tools.
- Heavy equipment/vehicles.
- Material handling and storage.
- Confined space.

Describe your policy for employee safety, including all subcontractors, and how you handle non-compliance with on-site safety. List all employees, including subcontractors, that have completed safety training such as:

- First aid/CPR/blood borne pathogens.
- Heavy equipment operator.
- Hazardous waste operations and emergency response (HAZWOPER).

Additionally the Safety Plan shall address the following project specific work elements:

1. Spill Prevention, Control, and Countermeasures Plan (SPCC Plan).

   The Bidder's SPCC shall be in accordance with Section 1-07.15(1) of the WSDOT Standard Specifications.

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## FORM E: INDIAN PREFERENCE

## CONFEDERATED TRIBES OF THE CHEHALIS INDIAN RESERVATION

## REQUEST FOR PROPOSAL

## GRAND MOUND ROADWAY IMPROVEMENTS

Preference will be given to qualified applicants who are members of federally recognized Indian tribes. To be considered for Indian Preference, you must submit proof of enrollment in a federally recognized Indian tribe.

Additionally, preference will be given if a subcontractor(s) is identified and proof of enrollment in a federally recognized Indian tribe is submitted.

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# FORM F: BONDING

## CONFEDERATED TRIBES OF THE CHEHALIS INDIAN RESERVATION

## REQUEST FOR PROPOSAL

## GRAND MOUND ROADWAY IMPROVEMENTS

### BID BOND

A bid bond is not required for this project.

### CONTRACT BOND

(This is provided as information on what will be required of the successful bidder upon entering into a contract with the Chehalis Tribe.)

Bidders are not required to submit a Contract Bond as part of the RFP review process.

The successful bidder will be required to furnish a Performance Bond and Payment Bond written by a company licensed to do business in Washington in an amount equal to one hundred percent (100%) of the contract amount.

A performance and payment bond is a surety bond furnished by the Contractor and the Contractor's surety that guarantees performance of the Work and payment to laborers, mechanics, subcontractors, and material suppliers. The Contract Bond is intended to provide protection to the Tribe for the Contractor's obligations with respect to construction and post construction phases of the Project.

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# FORM G: 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:

- 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.
- That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

**NOTICE TO ALL BIDDERS**

**To report bid rigging activities, call 1-800-424-9071.**

The US Department of Transportation 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 rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities.

This hotline is part of the 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 as confidential and caller anonymity will be respected.

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## FORM H: SIGNATURE PAGE

The undersigned hereby certifies that he/she has examined the location of: *****Grand Mound Roadway Improvements***** and has read and thoroughly understands the plans, specifications, and contract governing the work in this improvement. The undersigned is deemed to have acknowledged all requirements and signed all certificates contained herein. The undersigned proposes to undertake and complete the work in this improvement

### ADDENDA ACKNOWLEDGEMENT

Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

| Addendum No. | Addendum Receipt Date | Signed Acknowledgement |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

NOTE: Failure to acknowledge receipt of the Addenda may be considered as an irregularity in the Proposal.

_____ _____

Bidder Date

_____

Contractor's Unified Business Identifier (UBI) No.

_____

Contractor's License No.

_____

Contractor's DUNS No.

_____

Contractor's DOR State Excise Tax Reg. No.

By: _____

Authorized Official

Address:

_____

_____

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# Amendments to the Standard Specifications

# INTRODUCTION

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

## AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

### Section 1-02, Bid Procedures and Conditions
### April 2, 2018

### 1-02.4(1) General

This section is supplemented with the following:

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

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

### 1-02.5 Proposal Forms

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

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

### 1-02.6 Preparation of Proposal

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

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

In the third sentence of the fourth paragraph, “WSDOT Form 422-031” is revised to read “WSDOT Form 422-031U”.

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

Bidders shall submit a UDBE Broker Agreement documenting the fees or commissions charged by the Broker for any Broker listed on the UDBE Utilization Certification in accordance with the Special Provisions. Bidders shall submit a completed UDBE Trucking Credit Form for each UDBE Trucking firm listed on the UDBE Utilization Certification in accordance with the Special Provisions. WSDOT Form 272-058 is available for this purpose.

The following new paragraph is inserted before the last paragraph:

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

### 1-02.13 Irregular Proposals

Item 1(h) is revised to read:

h. The Bidder fails to submit Underutilized Disadvantaged Business Enterprise 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;

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

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

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

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

## Section 1-03, Award and Execution of Contract
## January 2, 2018

### 1-03.3 Execution of Contract

The first paragraph is revised to read:

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

### 1-03.5 Failure to Execute Contract

The first sentence is revised to read:

Failure to return the insurance certification and bond with the signed Contract as required in Section 1-03.3, or failure to provide Disadvantaged, Minority or Women's Business Enterprise information if required in the Contract, or failure or refusal to sign the Contract, or failure to register as a contractor in the state of Washington, or failure to return the completed Transfer of Coverage for the Construction Stormwater General Permit to the Contracting Agency when provided shall result in forfeiture of the proposal bond or deposit of this Bidder.

## Section 1-06, Control of Material
## January 2, 2018

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

This section is supplemented with the following:

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

### 1-06.2(2)D Quality Level Analysis

This section is supplemented with the following new subsection:

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

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

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

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

Where:
x = individual compaction test values for each sublot in the lot.
∑x = summation of individual compaction test values
n = total number test values

2. Compute the sample standard deviation, "S", for each constituent:

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

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

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

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

Where:
LSL = 91.5

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

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

   Quality Level = $P_L$

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

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

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

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

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

The procedures for determining the quality level and pay factors for a material, other than HMA compaction, are as follows:

## Section 1-07, Legal Relations and Responsibilities to the Public
## April 2, 2018

### 1-07.5 Environmental Regulations

This section is supplemented with the following new subsections:

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

When temporary fills are permitted, the Contractor shall remove fills in their entirety and the affected areas returned to pre-construction elevations.

If a U.S. Army Corps of Engineers permit is noted in Section 1-07.6 of the Special Provisions, the Contractor shall retain a copy of the permit or the verification letter (in the case of a Nationwide Permit) on the worksite for the life of the Contract. The Contractor shall provide copies of the permit or verification letter to all subcontractors involved with the authorized work prior to their commencement of any work in waters of the U.S.

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

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

## 1-07.5(1) General

The first sentence is deleted and replaced with the following:

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

The third paragraph is deleted.

## 1-07.5(2) State Department of Fish and Wildlife

This section is revised to read:

In doing the Work, the Contractor shall:

1. Not degrade water in a way that would harm fish, wildlife, or their habitat.

2. Not place materials below or remove them from the ordinary high water line except as may be specified in the Contract.

3. Not allow equipment to enter waters of the State except as specified in the Contract.

4. Revegetate in accordance with the Plans, unless the Special Provisions permit otherwise.

5. Prevent any fish-threatening silt buildup on the bed or bottom of any body of water.

6. Ensure continuous stream flow downstream of the Work area.

7. Dispose of any project debris by removal, burning, or placement above high-water flows.

8. Immediately notify the Engineer and stop all work causing impacts, if at any time, as a result of project activities, fish are observed in distress or a fish kill occurs.

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

## 1-07.5(3) State Department of Ecology

This section is revised to read:

In doing the Work, the Contractor shall:

1. Comply with Washington State Water Quality Standards.

2. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater,

process wastewater, slurry materials and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials.

3. Use equipment that is free of external petroleum-based products.

4. Remove accumulations of soil and debris from drive mechanisms (wheels, tracks, tires) and undercarriage of equipment prior to using equipment below the ordinary high water line.

5. Clean loose dirt and debris from all materials placed below the ordinary high water line. No materials shall be placed below the ordinary high water line without the Engineer's concurrence.

6. When a violation of the Construction Stormwater General Permit (CSWGP) occurs, immediately notify the Engineer and fill out WSDOT Form 422-011, Contractor ECAP Report, and submit the form to the Engineer within 48 hours of the violation.

7. Once Physical Completion has been given, prepare a Notice of Termination (Ecology Form ECY 020-87) and submit the Notice of Termination electronically to the Engineer in a PDF format a minimum of 7 calendar days prior to submitting the Notice of Termination to Ecology.

8. Transfer the CSWGP coverage to the Contracting Agency when Physical Completion has been given and the Engineer has determined that the project site is not stabilized from erosion.

9. Submit copies of all correspondence with Ecology electronically to the Engineer in a PDF format within four calendar days.

## 1-07.5(4) Air Quality

This section is revised to read:

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

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

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

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

## 1-07.7(1) General

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

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

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

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

## 1-07.9(2) Posting Notices

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

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

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

## 1-07.11(2) Contractual Requirements

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

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

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

1. The Contractor shall maintain a Work site that is free of harassment, humiliation, fear, hostility and intimidation at all times. Behaviors that violate this requirement include but are not limited to:

    a. Persistent conduct that is offensive and unwelcome.

    b. Conduct that is considered to be hazing.

    c. Jokes about race, gender, or sexuality that are offensive.

    d. Unwelcome, unwanted, rude or offensive conduct or advances of a sexual nature which interferes with a person’s ability to perform their job or creates an intimidating, hostile, or offensive work environment.

    e. Language or conduct that is offensive, threatening, intimidating or hostile based on race, gender, or sexual orientation.

    f. Repeating rumors about individuals in the Work Site that are considered to be harassing or harmful to the individual’s reputation.

## 1-07.11(5) Sanctions

This section is supplemented with the following:

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

## 1-07.11(6) Incorporation of Provisions

The first sentence is revised to read:

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

### 1-07.18 Public Liability and Property Damage Insurance

Item number 1 is supplemented with the following new sentence:

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

## Section 1-08, Prosecution and Progress
## January 2, 2018

### 1-08.5 Time for Completion

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

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

### 1-08.7 Maintenance During Suspension

The fifth paragraph is revised to read:

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

## Section 2-09, Structure Excavation
## April 2, 2018

### 2-09.2 Materials

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

| | |
|---|---|
| Cement | 9-01 |
| Fine Aggregate for Concrete | 9-03.1(2) |

### 2-09.3(3)D Shoring and Cofferdams

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

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

## Section 5-04, Hot Mix Asphalt
## April 2, 2018

### 5-04.1 Description
The last sentence of the first paragraph is revised to read:

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

### 5-04.2 Materials
The reference to “Warm Mix Asphalt Additive” is revised to read “HMA Additive”.

### 5-04.2(1) How to Get an HMA Mix Design on the QPL
The last bullet in the first paragraph is revised to read:

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

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

### 5-04.2(1)C Mix Design Resubmittal for QPL Approval
Item number 3 of the first paragraph is revised to read:

3. Changes in modifiers used in the asphalt binder.

### 5-04.2(2)B Using Warm Mix Asphalt Processes
This section, including title, is revised to read:

#### 5-04.2(2)B Using HMA Additives
The Contractor may, at the Contractor’s discretion, elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature in accordance with Section 5-04.3(6) in the production of High RAP/Any RAS mixtures.

- Before using additives, obtain the Engineer’s approval using WSDOT Form 350-076 to describe the proposed additive and process.

### 5-04.3(3)A Mixing Plant
In item number 5 of the first paragraph, “WSDOT T 168” is revised to read “FOP for AASHTO T 168”.

### 5-04.3(4) Preparation of Existing Paved Surfaces
The first sentence of the fourth paragraph is revised to read:

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

## 5-04.3(6) Mixing

The first paragraph is revised to read:

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

The seventh paragraph is revised to read:

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

## 5-04.3(7) Spreading and Finishing

The last row of the table is revised to read:

| | | |
|---|---|---|
| ⅜ inch | 0.25 feet | 0.30 feet |

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

The following new paragraph is inserted after the first paragraph:

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

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

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

| | | |
|---|---|---|
| VMA | Minimum $PF_i$ of 0.95 based on the criteria in Section 5-04.3(9)B4[2] | None[4] |

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

In Table 9a, the test property "Gradation, Asphalt Binder, and $V_a$" is revised to read "Gradation, Asphalt Binder, VMA, and $V_a$"

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

In Table 11, "$V_a$" is revised to read "VMA and $V_a$"

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

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

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

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

The second to last sentence is revised to read:

The sample will be tested for a complete gradation analysis, asphalt binder content, VMA and $V_a$, and the results of the retest will be used for the acceptance of the HMA mixture in place of the original mixture sublot sample test results.

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

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.

| **Calculating HMA Compaction Price Adjustment (CPA)** | |
|---|---|
| **Value of CPF** | **Equation for Calculating CPA** |
| 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 6-01, General Requirements for Structures
## January 2, 2018

### 6-01.10 Utilities Supported by or Attached to Bridges

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

### 6-01.12 Final Cleanup

The second paragraph is deleted.

## Section 6-02, Concrete Structures
## April 2, 2018

### 6-02.1 Description

The first sentence is revised to read:

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

### 6-02.2 Materials

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

| | |
|---|---|
| Cement | 9-01 |
| Aggregates for Concrete | 9-03.1 |

### 6-02.3(2) Proportioning Materials

The second paragraph is revised to read:

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

### 6-02.3(2)A Contractor Mix Design

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

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

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

Item number 5 of the first paragraph is deleted.

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

### 6-02.3(2)B Commercial Concrete

The second paragraph is revised to read:

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

### 6-02.3(4)D Temperature and Time For Placement

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

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

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

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

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

### 6-02.3(6)A1 Hot Weather Protection

The first paragraph is revised to read:

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

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

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

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

This section, including title, is revised to read:

### 6-02.3(10)D4 Vacant

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

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

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

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

The last paragraph is deleted.

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

In item number 3 of the third paragraph, “Federal Standard 595” is revised to read “SAE AMS Standard 595”.

### 6-02.3(23) Opening to Traffic

This section is supplemented with the following new paragraph:

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

### 6-02.3(24)C Placing and Fastening

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

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

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

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

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

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

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

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

The eighth paragraph is revised to read:

Precast concrete supports may be accepted based on a Manufacturer’s Certificate of Compliance.

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

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

The tenth paragraph is revised to read:

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

1. Metal supports coated entirely with a dielectric material such as epoxy or plastic,

2. Other epoxy-coated reinforcing bars, or

3. All-plastic supports.

The following new paragraph is inserted after the tenth paragraph:

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

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

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

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

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

## 6-02.3(27) Concrete for Precast Units

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

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

## 6-02.3(28)B Casting

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

### 6-02.3(28)D Contractors Control Strength

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

## Section 6-05, Piling
## January 2, 2018

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

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

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

## Section 6-07, Painting
## January 2, 2018

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

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

## Section 6-08, Bituminous Surfacing on Structure Decks
## January 2, 2018

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

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

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

## Section 6-09, Modified Concrete Overlays
## January 2, 2018

### 6-09.3 Construction Requirements

This section is supplemented with the following new subsection:

#### 6-09.3(15) Sealing and Texturing Concrete Overlay

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

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

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

### 6-09.3(1)B Rotary Milling Machines

This section is revised to read:

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

### 6-09.3(1)C Hydro-Demolition Machines

The first sentence of this section is revised to read:

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

### 6-09.3(1)D Shot Blasting Machines

This section, including title, is revised to read:

#### 6-09.3(1)D Vacant

### 6-09.3(2) Submittals

Item number 1 and 2 are revised to read:

1. A Type 1 Working Drawing consisting of catalog cuts and operating parameters of the hydro-demolition machine selected by the Contractor for use in this project to scarify concrete surfaces.

2. A Type 1 Working Drawing consisting of catalog cuts, operating parameters, axle loads, and axle spacing of the rotary milling machine (if used to remove an upper layer of existing concrete overlay when present).

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

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

### 6-09.3(5)A General

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

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

This section is supplemented with the following:

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

### 6-09.3(5)B Testing of Hydro-Demolition and Shot Blasting Machines

This section's title is revised to read:

**Testing of Hydro-Demolition Machines**

The second paragraph is revised to read:

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

### 6-09.3(5)D Shot Blasting

This section, including title, is revised to read:

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

### 6-09.3(5)E Rotomilling

This section, including title, is revised to read:

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

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

### 6-09.3(6) Further Deck Preparation

The first paragraph is revised to read::

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

Item number 4 of the second paragraph is deleted.

The first sentence of the third paragraph is deleted.

### 6-09.3(6)A Equipment for Further Deck Preparation

This section is revised to read:

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

### 6-09.3(6)B Deck Repair Preparation

The second paragraph is deleted.

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

In no case shall the depth of a sawn vertical cut exceed ¾ inch or to the top of the top steel reinforcing bars, whichever is less.

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

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

The last paragraph is deleted.

## 6-09.3(7) Surface Preparation for Concrete Overlay

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

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

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

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

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

## 6-09.3(12) Finishing Concrete Overlay

The third paragraph is deleted.

The last paragraph is deleted.

### 6-09.3(13) Curing Concrete Overlay

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

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

The last sentence of the second paragraph is deleted.

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

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

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

The last paragraph is deleted.

### 6-09.3(14) Checking for Bond

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

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

The last sentence of the first paragraph is deleted.

The second paragraph is deleted.

## Section 6-18, Shotcrete Facing
## January 2, 2018

### 6-18.3(3) Testing

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

### 6-18.3(3)B Production Testing

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

### 6-18.3(4) Qualifications of Contractor’s Personnel

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

## Section 6-19, Shafts
## April 2, 2018

### 6-19.2 Materials

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

| | |
|---|---|
| Cement | 9-01 |
| Aggregates for Concrete | 9-03.1 |

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

The first paragraph is supplemented with the following:

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

### 6-19.3(6)E Thermal Wire and Thermal Access Point (TAPS)

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

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

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

All thermal wires in a shaft shall be equal lengths.

## Section 7-02, Culverts
## April 2, 2018

### 7-02.2 Materials

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

| | |
|---|---|
| Cement | 9-01 |
| Aggregates for Concrete | 9-03.1 |

### 7-02.3(6)A4 Excavation and Bedding Preparation

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

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

## Section 8-01, Erosion Control and Water Pollution Control
## April 2, 2018

### 8-01.1 Description

This section is revised to read:

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

The Contracting Agency may have a National Pollution Discharge Elimination System Construction Stormwater General Permit (CSWGP) as identified in the Contract Special Provisions. The Contracting Agency may or may not transfer coverage of the CSWGP to

the Contractor when a CSWGP has been obtained. The Contracting Agency may not have a CSWGP for the project but may have another water quality related permit as identified in the Contract Special Provisions or the Contracting Agency may not have water quality related permits but the project is subject to applicable laws for the Work. Section 8-01 covers all of these conditions.

## 8-01.2 Materials

The first paragraph is revised to read:

Materials shall meet the requirements of the following sections:

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

## 8-01.3(1) General

This section is revised to read:

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

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

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

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

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

1. Sediment control measures prior to ground disturbing activities to ensure all discharges from construction areas receive treatment prior to discharging from the site.

2. Flow control measures to prevent erosive flows from developing.

3. Water management strategies and pollution prevention measures to prevent contamination of waters that will be discharged to surface waters or the ground.

4. Erosion control measures to stabilize erodible earth not being worked.

5. Maintenance of BMPs to ensure continued compliant performance.

6. Immediate corrective action if evidence suggests construction activity is not in compliance. Evidence includes sampling data, olfactory or visual evidence such as the presence of suspended sediment, turbidity, discoloration, or oil sheen in discharges.

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

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

| **Western Washington (West of the Cascade Mountain Crest)** | |
|---|---|
| May 1 through September 30 | 17 Acres |
| October 1 through April 30 | 5 Acres |

| **Eastern Washington (East of the Cascade Mountain Crest)** | |
|---|---|
| April 1 through October 31 | 17 Acres |
| November 1 through March 31 | 5 Acres |

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

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

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

| **Western Washington (West of the Cascade Mountain Crest)** | |
|---|---|
| October 1 through April 30 | 2 days maximum |
| May 1 to September 30 | 7 days maximum |

| **Eastern Washington (East of the Cascade Mountain Crest)** | |
|---|---|
| October 1 through June 30 | 5 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. Installing, adaptively managing, and maintaining temporary erosion and sediment control BMPs to assure continued performance of their intended function. Damaged or inadequate BMPs shall be corrected immediately.

2. Updating the TESC Plan to reflect current field conditions.

3. Discharge sampling and submitting Discharge Monitoring Reports (DMRs) to the Washington State Department of Ecology in accordance with the CSWGP.

4. Develop and maintain the Site Log Book as defined in the CSWGP. When the Site Log Book or portion thereof is electronically developed, the electronic documentation must be accessible onsite. As a part of the Site Log Book, the Contractor shall develop and maintain a tracking table to show that identified TESC compliance issues are fully resolved within 10 calendar days. The table shall include the date an issue was identified, a description of how it was resolved, and the date the issue was fully resolved.

The ESC Lead shall also inspect all areas disturbed by construction activities, all on-site erosion and sediment control BMPs, and all stormwater discharge points at least once every calendar week and within 24-hours of runoff events in which stormwater discharges from the site. Inspections of temporarily stabilized, inactive sites may be reduced to once every calendar month. The Washington State Department of Ecology's Erosion and Sediment Control Site Inspection Form, located at 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 submitted to the Engineer no later than the end of the next working day following the inspection.

## 8-01.3(1)C Water Management

This section is supplemented with the following new subsections:

### 8-01.3(1)C5 Water Management for In-Water Work Below Ordinary High Water Mark (OHWM)

Work over surface waters of the state (defined in WAC 173-201A-010) or below the OHWM (defined in RCW 90.58.030) must comply with water quality standards for surface waters of the state of Washington.

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

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

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

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

All Work for the turbidity curtain shall be in accordance with the manufacturer's recommendations for the site conditions. Removal procedures shall be developed and used to minimize silt release and disturbance of silt. The Contractor shall submit a Type

2 Working Drawing, detailing product information, installation and removal procedures, equipment and workforce needs, maintenance plans, and emergency repair/replacement plans.

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

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

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

This section is revised to read:

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

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

## 8-01.3(1)C2 Process Wastewater

This section is revised to read:

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

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

This section is revised to read:

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

1. Water-only shaft drilling slurry or water slurry with accepted flocculants may be infiltrated on-site. Flocculants used shall meet the requirements of Section 9-14.5(1) or shall be chitosan products listed as General Use Level Designation (GULD) on the Washington State Department of Ecology's stormwater treatment technologies webpage for construction treatment. Infiltration is permitted if the following requirements are met:

    a. Wastewater shall have a pH of 6.5 – 8.5 prior to discharge.

    b. The amount of flocculant added to the slurry shall be kept to the minimum needed to adequately settle out solids. The flocculant shall be thoroughly mixed into the slurry.

c. The slurry removed from the shaft shall be contained in a leak proof cell or tank for a minimum of 3 hours.

d. The infiltration rate shall be reduced if needed to prevent wastewater from leaving the infiltration location. The infiltration site shall be monitored regularly during infiltration activity. All wastewater discharged to the ground shall fully infiltrate and discharges shall stop before the end of each work day.

e. Drilling spoils and settled sediments remaining in the containment cell or tank shall be disposed of in accordance with Section 6-19.3(4)F.

f. Infiltration locations shall be in upland areas at least 150 feet away from surface waters, wells, on-site sewage systems, aquifer sensitive recharge areas, sole source aquifers, well head protection areas, and shall be marked on the plan sheets before the infiltration activity begins.

g. Prior to infiltration, the Contractor shall submit a Shaft Drilling Slurry Wastewater Management and Infiltration Plan as a Type 2 Working Drawing. This Plan shall be kept on-site, adapted if needed to meet the construction requirements, and updated to reflect what is being done in the field. The Working Drawing shall include, at a minimum, the following information:

    i. Plan sheet showing the proposed infiltration location and all surface waters, wells, on-site sewage systems, aquifer-sensitive recharge areas, sole source aquifers, and well-head protection areas within 150 feet.

    ii. The proposed elevation of soil surface receiving the wastewater for infiltration and the anticipated phreatic surface (i.e., saturated soil).

    iii. The source of the water used to produce the slurry.

    iv. The estimated total volume of wastewater to be infiltrated.

    v. The accepted flocculant to be used (if any).

    vi. The controls or methods used to prevent surface wastewater runoff from leaving the infiltration location.

    vii. The strategy for removing slurry wastewater from the shaft and containing the slurry wastewater once it has been removed from the shaft.

    viii. The strategy for monitoring infiltration activity and adapting methods to ensure compliance.

    ix. A contingency plan that can be implemented immediately if it becomes evident that the controls in place or methods being used are not adequate.

x. The strategy for cleaning up the infiltration location after the infiltration activity is done. Cleanup shall include stabilizing any loose sediment on the surface within the infiltration area generated as a byproduct of suspended solids in the infiltrated wastewater or soil disturbance associated with BMP placement and removal.

2. Shaft drilling mineral slurry, synthetic slurry, or slurry with polymer additives not allowed for infiltration shall be contained and disposed of by the Contractor at an accepted disposal facility in accordance with Section 2-03.3(7)C. Spoils that have come into contact with mineral slurry shall be disposed of in accordance with Section 6-19.3(4)F.

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

This section is revised to read:

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

## 8-01.3(1)E Detention/Retention Pond Construction

This section is revised to read:

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

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

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

**Eastern Washington[1]**
**(East of the Cascade Mountain Crest)**

Footnote 1 in the table is revised to read:

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

## 8-01.3(5) Plastic Covering

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

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

## 8-01.3(7) Stabilized Construction Entrance

The first paragraph is revised to read:

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

## 8-01.3(8) Street Cleaning

This section is revised to read:

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

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

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

## 8-01.3(12) Compost Socks

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

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

## 8-01.3(13) Temporary Curb

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

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

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

The third and fourth paragraphs are revised to read:

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

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

The last paragraph is deleted.

## 8-01.3(15) Maintenance

This section is revised to read:

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

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

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

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

Unless otherwise specified, when the depth of accumulated sediment and debris reaches approximately ⅓ the height of the BMP the deposits shall be removed. Debris or contaminated sediment shall be disposed of in accordance with Section 2-03.3(7)C. Clean sediments may be stabilized on-site using BMPs as allowed by the Engineer.

## 8-01.3(16) Removal

This section is revised to read:

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

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

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

1. All other Work required for Contract Completion has been completed.

2. All Work required for compliance with the CSWGP has been completed to the maximum extent possible. This includes removal of BMPs that are no longer needed and the site has undergone all Stabilization identified for meeting the requirements of Final Stabilization in the CSWGP.

3. An Equitable Adjustment change order for the cost of Work that has not been completed by the Contractor.

4. Submittal of the Washington State Department of Ecology Transfer of Coverage form (Ecology form ECY 020-87a) to the Engineer.

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

## 8-01.4 Measurement

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

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

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

### 8-01.4(2) Item Bids

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 8-01.4(3) Reinstating Unit Items with Lump Sum Erosion Control and Water Pollution Prevention

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

### 8-01.4(4) Items not included with Lump Sum Erosion Control and Water Pollution Prevention

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

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

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

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

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

## 8-01.5 Payment

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

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

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

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

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

1. The Contracting Agency will pay 15 percent of the bid amount for the initial set up for the item. Initial set up includes the following:

    a. Acceptance of the TESC Plan provided by the Contracting Agency or submittal of a new TESC Plan,

    b. Submittal of a schedule for the installation of the BMPs, and

    c. Identifying water quality sampling locations.

2. 70 percent of the bid amount will be paid in accordance with Section 1-09.9.

3. Once the project is physically complete and copies of the all reports submitted to the Washington State Department of Ecology have been submitted to the Engineer, and, if applicable, transference of the CSWGP back to the Contracting Agency is complete, the remaining 15 percent of the bid amount shall be paid in accordance with Section 1-09.9.

### 8-01.5(2) Item Bids

"ESC Lead", per day.

"Turbidity Curtain", per linear foot.

"Biodegradable Erosion Control Blanket", per square yard.

"Plastic Covering", per square yard.

"Check Dam", per linear foot.

"Inlet Protection", per each.

"Gravel Filter Berm", per linear foot.

"Stabilized Construction Entrance", per square yard.

"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.

"Mulching with Moderate-Term Mulch", per acre.

"Mulching with Long-Term Mulch", per acre.

"Seeding, Fertilizing and Mulching", per acre.

"Seeding and Fertilizing", per acre.

"Seeding and Fertilizing by Hand", per square yard.

"Second Application of Fertilizer", per acre.

"Liming", per acre.

"Mowing", per acre.

"Seeding and Mulching", per acre.

"High Visibility Fence", per linear foot.

## Section 8-02, Roadside Restoration
## January 2, 2018

### 8-02.2 Materials
The reference to the material "Soil" is revised to read "Topsoil".

### 8-02.5 Payment
The following new paragraph is inserted following the Bid item "Plant Selection ___", per each:

The unit Contract price for "Plant Selection ___", per each shall be full pay for all Work to perform the work as specified within the planting area prior to planting for weed control, planting area preparation and installation of plants with initial watering.

The paragraph following the Bid item "PSIPE ___", per each is revised to read:

The unit Contract price for "PSIPE ___", per each, shall be full pay for all Work to perform the work as specified within the planting area for weed control and planting area preparation, planting, cleanup, and water necessary to complete planting operations as specified to the end of first year plant establishment.

## Section 8-04, Curbs, Gutters, and Spillways
## April 2, 2018

### 8-04.2 Materials
In the first paragraph, the reference to "Portland Cement" is revised to read:

Cement 9-01

### 8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways
The first paragraph is supplemented with the following:

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

## Section 8-14, Cement Concrete Sidewalks
## April 2, 2018

### 8-14.2 Materials
In the first paragraph, the reference to "Portland Cement" is revised to read:

Cement 9-01

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

## Section 8-20, Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical
## April 2, 2018

### 8-20.1(1) Regulations and Code
The last paragraph is revised to read:

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

### 8-20.2(2) Equipment List and Drawings
This section is renumbered:

> **8-20.2(1) Equipment List and Drawings**

### 8-20.3(4) Foundations
The second sentence of the first paragraph is revised to read:

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

### 8-20.3(5)A General
The last two sentences of the last paragraph is deleted.

This section is supplemented with the following:

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

### 8-20.3(8) Wiring
The seventeenth paragraph is supplemented with the following:

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

## Section 8-21, Permanent Signing
## January 2, 2018

### 8-21.3(9)F Foundations
Item number 3 of the twelfth paragraph is supplemented with the following new sentence:

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

## Section 9-02, Bituminous Materials
## April 2, 2018

### 9-02.1 Asphalt Material, General

The second paragraph is revised to read:

The Asphalt Supplier of Performance Graded (PG) asphalt binder and emulsified asphalt shall have a Quality Control Plan (QCP) in accordance with WSDOT QC 2 "Standard Practice for Asphalt Suppliers That Certify Performance Graded and Emulsified Asphalts". The Asphalt Supplier's QCP shall be submitted and receive the acceptance of the WSDOT State Materials Laboratory. Once 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[1] | | | 30% Min. | 20% Min. | 25% Min. | 30% Min. |
| [1]Specimen conditioned in accordance with AASHTO T 240 – RTFO. | | | | | | | |

The third paragraph is revised to read:

The RTFO $J_{nrdiff}$ 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

This section is revised to read:

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

### 9-02.5 Warm Mix Asphalt (WMA) Additive

This section, including title, is revised to read:

#### 9-02.5 HMA Additive

Additives for HMA shall be accepted by the Engineer.

## Section 9-03, Aggregates

## April 2, 2018

### 9-03.1 Aggregates for Portland Cement Concrete

This section’s title is revised to read:

#### Aggregates for Concrete

### 9-03.1(1) General Requirements

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

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

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

Aggregates for concrete shall meet the following test requirements:

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

The Contractor shall submit test results according to ASTM C1567 through the Engineer to the State Materials Laboratory that demonstrate that the proposed fly ash when used

with the proposed aggregates and cement will control the potential expansion to 0.20 percent or less before the fly ash and aggregate sources may be used in concrete.

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

This section's title is revised to read:

**Fine Aggregate for Concrete**

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

This section's title is revised to read:

**Coarse Aggregate for Concrete**

### 9-03.1(4)C Grading

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

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

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

This section's title is revised to read:

**Combined Aggregate Gradation for Concrete**

### 9-03.1(5)B Grading

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

### 9-03.2 Aggregate for Job-Mixed Portland Cement Mortar

This section's title is revised to read:

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

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

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

### 9-03.4(1) General Requirements

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

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

### 9-03.8(1) General Requirements

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

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

### 9-03.8(7) HMA Tolerances and Adjustments

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

| | | | |
|---|---|---|---|
| Asphalt binder | -0.4% to 0.5% | | ±0.7% |

In the table in item number 1, the following new row is inserted before the last row:

| | | | |
|---|---|---|---|
| Voids in Mineral Aggregate, VMA | -1.5% | | |

### 9-03.9(1) Ballast

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

Aggregates for ballast shall meet the following test requirements:

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

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

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

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

"Portland Cement" is deleted from the first two rows in the table.

## Section 9-04, Joint and Crack Sealing Materials
## April 2, 2018

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

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

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

This section is supplemented with the following:

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

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

This section is supplemented with the following:

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

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

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

2. Two percent portland cement or blended hydraulic cement, and

### 9-04.3 Joint Mortar

The first paragraph is revised to read:

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

## Section 9-06, Structural Steel and Related Materials
## January 2, 2018

### 9-06.5 Bolts

This section's title is revised to read:

**Bolts and Rods**

### 9-06.5(4) Anchor Bolts

This section, including title, is revised to read:

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

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

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

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

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

### 9-06.18 Metal Bridge Railing

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

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

## Section 9-08, Paints and Related Materials
## January 2, 2018

### 9-08.1(2)K Orange Equipment Enamel
In the second sentence of the first paragraph, the reference to “Federal Standard 595” is revised to read “SAE AMS Standard 595”.

### 9-08.1(8) Standard Colors
In the first paragraph, the reference to “Federal Standard 595” is revised to read “SAE AMS Standard 595”.

## Section 9-13, Riprap, Quarry Spalls, Slope Protection, and Rock for Erosion and Scour Protection and Rock Walls
## April 2, 2018

### 9-13.1(1) General
The last paragraph is revised to read:

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

### 9-13.5 Concrete Slope Protection
This section is revised to read:

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

### 9-13.5(2) Poured Portland Cement Concrete Slope Protection
This section’s title is revised to read:

> **Poured Portland Cement or Blended Hydraulic Cement Concrete Slope Protection**

### 9-13.5(3) Pneumatically Placed Portland Cement Concrete Slope Protection
This section’s title is revised to read:

> **Pneumatically Placed Portland Cement or Blended Hydraulic Cement Concrete Slope Protection**

The first paragraph is revised to read:

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

### 9-13.7(1) Rock for Rock Walls and Chinking Material
The first paragraph (up until the colon) is revised to read:

> Rock for rock walls and chinking material shall be hard, sound and durable material, free from seams, cracks, and other defects tending to destroy its resistance to weather,

and shall meet the following test requirements:

## Section 9-14, Erosion Control and Roadside Planting
## January 2, 2018

### 9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs)
In the second column of Table 1, “ASTM D 586” is revised to read “AASHTO T 267”.

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

## Section 9-20, Concrete Patching Material, Grout, and Mortar
## January 2, 2018

### 9-20.5 Bridge Deck Repair Material
Item number 3 of the first paragraph is revised to read:

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

## Section 9-21, Raised Pavement Markers (RPM)
## January 2, 2018

### 9-21.2 Raised Pavement Markers Type 2
This section’s content is deleted.

### 9-21.2(1) Physical Properties
This section, including title, is revised to read:

#### 9-21.2(1) Standard Raised Pavement Markers Type 2
The marker housing shall contain reflective faces as shown in the Plans to reflect incident light from either a single or opposite directions and meet the requirements of ASTM D 4280 including Flexural strength requirements.

### 9-21.2(2) Optical Requirements
This section, including title, is revised to read:

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

### 9-21.2(3) Strength Requirements
This section is deleted in its entirety.

## Section 9-28, Signing Materials and Fabrication
## April 2, 2018

### 9-28.10 Vacant
This section, including title, is revised to read:

### 9-28.10 Digital Printing
Transparent and opaque durable inks used in digital printed sign messages shall be as recommended by the manufacturer. When properly applied, digital printed colors shall have a warranty life of the base retroreflective sign sheeting. Digital applied colors shall present a smooth surface, free from foreign material, and all messages and borders shall be clear and sharp. Digital printed signs shall conform to 70% of the retroreflective minimum values established for its type and color. Digitally printed signs shall meet the daytime color and luminance, and nighttime color requirements of ASTM D 4956. No variations in color or overlapping of colors will be permitted. Digital printed permanent traffic signs shall have an integrated engineered match component clear protective overlay recommended by the sheeting manufacturer applied to the entire face of the sign. On Temporary construction/maintenance signs printed with black ink only, the protective overlay film is optional, as long as the finished sign has a warranty of a minimum of three years from sign sheeting manufacturer.

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

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

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

### 9-28.11 Hardware
The last paragraph is revised to read:

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

### 9-28.14(2) Steel Structures and Posts
The first sentence of the third paragraph is revised to read:

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

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

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

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

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

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

## Section 9-29, Illumination, Signal, Electrical
## April 2, 2018

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

This section is supplemented with the following new subsection:

#### 9-29.1(10) Pull Tape

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

### 9-29.2(1) Junction Boxes

The first paragraph is revised to read:

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

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

The first paragraph is revised to read:

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

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

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

| | |
|---|---|
| Slip Resistant Lid | ASTM A36 steel |
| Frame | ASTM A36 steel |
| Slip Resistant Frame | ASTM A36 steel |

### 9-29.6 Light and Signal Standards

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

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

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

### 9-29.6(1) Steel Light and Signal Standards

In the second paragraph, “AASHTO M232” is revised to read “ASTM F 2329”.

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

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

### 9-29.6(5) Foundation Hardware

In the last paragraph, “AASHTO M232” is revised to read “ASTM F 2329”.

### 9-29.10(1) Conventional Roadway Luminaires

This section is revised to read:

> All conventional roadway luminaires shall meet 3G vibration requirements as described in ANSI C136.31.
>
> All luminaires shall have housings fabricated from aluminum. The housing shall be painted flat gray, SAE AMS Standard 595 color chip No. 26280, unless otherwise specified in the Contract. Painted housings shall withstand a 1,000 hour salt spray test as specified in ASTM B117.
>
> Each housing shall include a four bolt slip-fitter mount capable of accepting a nominal 2” tenon and adjustable within +/- 5 degrees of the axis of the tenon. The clamping bracket(s) and the cap screws shall not bottom out on the housing bosses when adjusted within the +/- 5 degree range. No part of the slipfitter mounting brackets on the luminaires shall develop a permanent set in excess of 0.2 inch when the cap screws used for mounting are tightened to a torque of 32 foot-pounds. Each luminaire shall include leveling reference points for both transverse and longitudinal adjustment.
>
> All luminaires shall include shorting caps when shipped. The caps shall be removed and provided to the Contracting Agency when an alternate control device is required to be installed in the photocell socket. House side shields shall be included when required by the Contract. Order codes shall be modified to the minimum extent necessary to include the option for house side shields.

This section is supplemented with the following new subsections:

#### 9-29.10(1)A High Pressure Sodium (HPS) Conventional Roadway Luminaires

HPS conventional roadway luminaires shall meet the following requirements:

1. General shape shall be “cobrahead” style, with flat glass lens and full cutoff optics.

2. Light pattern distribution shall be IES Type III.

3. The reflector of all luminaires shall be of a snap-in design or secured with screws. The reflector shall be polished aluminum or prismatic borosilicate glass.

4. Flat lenses shall be formed from heat resistant, high-impact, molded borosilicate or tempered glass.

5. The lens shall be mounted in a doorframe assembly, which shall be hinged to the luminaire and secured in the closed position to the luminaire by means of an automatic latch. The lens and doorframe assembly, when closed, shall exert pressure against a gasket seat. The lens shall not allow any light output above 90 degrees nadir. Gaskets shall be composed of material capable of withstanding the temperatures involved and shall be securely held in place.

6. The ballast shall be mounted on a separate exterior door, which shall be hinged to the luminaire and secured in the closed position to the luminaire housing by means of an automatic type of latch (a combination hex/slot stainless steel screw fastener may supplement the automatic-type latch).

7. Each luminaire shall be capable of accepting a 150, 200, 250, 310, or 400 watt lamp complete and associated ballast. Lamps shall mount horizontally.

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

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

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

LED drivers shall be removable for user replacement. All internal modular components shall be connected by means of mechanical plug and socket type quick disconnects. Wire nuts may not be used for any purpose. All external electrical connections to the luminaire shall be made through the terminal block.

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

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

| Class | Max. Wattage |
|---|---|
| 200W | 110W |
| 250W | 165W |
| 310W | 210W |
| 400W | 275W |

Only one brand of LED conventional roadway luminaire may be used on a Contract. They do not necessarily have to be the same brand as any high-mast, underdeck, or wall-mount

luminaires when those types of luminaires are specified in the Contract. LED luminaires shall include a standard 10 year manufacturer warranty.

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

## 9-29.10(2) Decorative Luminaires

This section, including title, is revised to read:

### 9-29.10(2) Vacant

## 9-29.12 Electrical Splice Materials

This section is supplemented with the following new subsections:

### 9-29.12(3) Splice Enclosures

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

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

#### 9-29.12(3)B Molded Splice Enclosure

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

### 9-29.12(4) Re-Enterable Splice Enclosure

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

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

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

## 9-29.12(1) Illumination Circuit Splices

This section is revised to read:

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

## 9-29.12(1)A Heat Shrink Splice Enclosure

This section is deleted in its entirety.

## 9-29.12(1)B Molded Splice Enclosure

This section is deleted in its entirety.

## 9-29.12(2) Traffic Signal Splice Material

This section is revised to read:

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

### 9-29.16(2)E Painting Signal Heads

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

### 9-29.17 Signal Head Mounting Brackets and Fittings

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

2. Bands or cables for Type N mount.

### 9-29.20 Pedestrian Signals

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

## Section 9-34, Pavement Marking Material
## January 2, 2018

### 9-34.2(2) Color

Each reference to “Federal Standard 595” is revised to read “SAE AMS Standard 595”.

### 9-34.2(5) Low VOC Waterborne Paint

The heading “Standard Waterborne Paint” is supplemented with “Type 1 and 2”.

The heading “High-Build Waterborne Paint” is supplemented with “Type 4”.

The heading “Cold Weather Waterborne Paint” is supplemented with “Type 5”.

In the row beginning with “° @90°F”, each minimum value is revised to read “60”.

In the row beginning with “Fineness of Grind, (Hegman Scale)”, each minimum value is revised to read “3”.

The last four rows are replaced with the following:

| | | | | |
|---|---|---|---|---|
| Vehicle Composition | ASTM D 2621 | 100% acrylic emulsion | 100% cross-linking acrylic[4] | 100% acrylic emulsion |
| Freeze-Thaw Stability, KU | ASTM D 2243 and D 562 | @ 5 cycles show no coagulation or change in viscosity greater than ± 10 KU | @ 5 cycles show no coagulation or change in viscosity greater than ± 10 KU | @ 3 cycles show no coagulation or change in viscosity greater than ± 10 KU |
| Heat Stability | ASTM D 562[2] | ± 10 KU from the initial viscosity | ± 10 KU from the initial viscosity | ± 10 KU from the initial Viscosity |
| Low Temperature Film Formation | ASTM D 2805[3] | No Cracks* | | No Cracks |
| Cold Flexibility[5] | ASTM D522 | Pass at 0.5 in mandrel* | | |
| Test Deck Durability[6] | ASTM D913 | ≥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:

| **Semi-Durable Waterborne Paint Type 3** | | | |
|---|---|---|---|
| **White** | | **Yellow** | |
| **Min.** | **Max.** | **Min.** | **Max.** |
| Within ± 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 ± 10 KU | | | |
| ± 10 KU from the initial viscosity | | | |
| No Cracks | | | |
| Pass at 0.25 in mandrel | | | |
| ≥70% paint retention in wheel track | | | |
| No Cracks | | | |

The footnotes are supplemented with the following:

[4]Cross-linking acrylic shall meet the requirements of federal specification TT-P-1952F Section 3.1.1.

[5]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±10% RH and 72±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.

[6]NTPEP test deck, or a test deck conforming to ASTM D713, shall be conducted for a minimum of six months with the following additional requirements: it shall be applied at 15 wet mils to a test deck that is located at 40N latitude or higher with at least 10,000 ADT and which was applied during the months of September through November.

[7]Paint is applied to an approximately 4”x12” aluminum panel using a drawdown bar with a 50 mil gap. The coated panel is allowed to dry under ambient conditions (50±10% RH and 72±5 ˚F) for 24 hours. Visual evaluation of the dry film shall reveal no cracks.

## 9-34.3 Plastic

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

## 9-34.3(2) Type B – Pre-Formed Fused Thermoplastic

In the last two paragraphs, each reference to “Federal Standard 595” is revised to read “SAE AMS Standard 595”.

## 9-34.7(1) Requirements

The first paragraph is revised to read:

Field performance evaluation is required for low VOC solvent-based paint per Section 9-34.2(4), Type A – liquid hot applied thermoplastic per Section 9-34.3(1), Type B – preformed fused thermoplastic per Section 9-34.3(2), Type C – cold applied preformed tape per Section 9-34.3(3), and Type D – liquid applied methyl methacrylate per Section 9-34.3(4).

The last paragraph is deleted.

## 9-34.7(1)C Auto No-Track Time

The first paragraph is revised to read:

Auto No-Track Time will only be required for low VOC solvent-based paint in accordance with Section 9-34.2(4).

The second and third sentences of the second paragraph are deleted.

# Special Provisions

## INTRODUCTION TO THE SPECIAL PROVISIONS

*(August 14, 2013 APWA GSP)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2018 edition (except as noted for Division 5), as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

*(March 8, 2013 APWA GSP)*
*(April 1, 2013 WSDOT GSP)*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- Thurston County Road Standards, January 2017.

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

# Division 1
# General Requirements

## DESCRIPTION OF WORK

This Contract provides for the improvement of *** the intersection of Old Highway 99, 198th Avenue and Sargent Road. The Improvements will modify the current Old Highway 99 and 198th Avenue intersection to a roundabout intersection. Reconstruction of 198th Avenue and Sargent Road is also included. Work elements for this project include: temporary erosions control, clearing and grubbing, excavation, stormwater and rain garden installation, illumination installation, curb and gutter, cement concrete sidewalks, paving, pavement markings, sign installation, traffic control*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

## 1-01.3 Definitions

*(January 4, 2016 APWA GSP)*

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

**Dates**

***Bid Opening Date***
The date on which the Contracting Agency publicly opens and reads the Bids.

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

***Contract Execution Date***
The date the Contracting Agency officially binds the Agency to the Contract.

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

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

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

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

***Final Acceptance Date***
The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

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

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

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

All references to “Engineer” shall be revised to read “Tribal Project Manager”. The Tribal Project Manager may delegate authority to representatives. The term “Engineer” and, or

"Tribal Project Manager" shall thus include all authorized representatives of the Tribal Project Manager, acting within the limits of their delegated authority.

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

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

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

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

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

**Contract Documents**
See definition for "Contract".

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

**Notice of Award**
The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

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

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

**Tribal Project Manager**
The representative of the Contracting Agency, who is authorized to administer the Contract or Contracts in the overall management of the project.

## 1-02 BID PROCEDURES AND CONDITIONS

### 1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

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

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

### 1-02.2 Plans and Specifications

Delete this section and replace it with the following:

Bid Documents, including Plans and Special Provisions, are available via electronic transfer and will also be on file for inspection at the Chehalis Tribal Planning offices. Requests for Bid Documents, and any questions regarding the project, shall be directed to Tribal Project Manager.

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

| To Prime Contractor | No. of Sets | Basis of Distribution |
|---|---|---|
| Reduced plans (11" x 17") | 1 | Furnished automatically upon award. |
| Contract Provisions | 1 | Furnished automatically upon award. |
| Large plans (e.g., 22" x 34") | 1 | Furnished only upon request. |

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

## Examination of Plans, Specifications and Site of Work

### *General*

### *Subsurface Information*

Section 1-02.4(2) is supplemented with the following:

(January 2, 2012)
The soils information used for study and design of this project is available for review by the bidder at the following location:

*** Appendix A ***

The soils information includes the following:

*** Geotechnical Engineering Report
Old Highway 99 and 198th Ave SW Roundabout
Grand Mound, Washington ***

**1-02.5 Proposal Forms**
*(July 31, 2017 APWA GSP)*

Delete this section and replace it with the following:

The Contracting Agency will provide a Proposal Form(s) within or as part of an issued Advertisement for Bids.

The Proposal Form will identify the project and its location. It will also list a Schedule of Values. The Bidder shall complete spaces on the Proposal Form that call for, but are not limited to: the Schedule of Values, signatures, dates, acknowledgement of Addenda, and the Bidder's address. The required certifications are included as part of the Proposal Form.

**1-02.7 Bid Deposit**
*(March 8, 2013 APWA GSP)*

This Section is deleted.

**1-02.9 Delivery of Proposal**

Delete this section and replace it with the following:

Bidders shall submit an original, signed copy of the completed Bid Proposal Form and any other supplemental bid documentation requested by the Contract Agency prior to the required date and time at the specified location for receipt of the Proposals.

Each individual bidder shall be sole responsible for the proper handling and delivery of its Bid Proposal Form. Emailed or facsimile Bid Proposal Forms or other submittals are not acceptable. The Contracting Agency shall not be responsible for delayed, partial, failed, illegible or partially illegible submissions, and such documents may be rejected as incomplete at the Bidder's risk.
The Contracting Agency will not open or consider any Proposal or any supplement to a Proposal that is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals.

**1-02.10 Withdrawing, Revising, or Supplementing Proposal**
*(July 23, 2015 APWA GSP)*

Delete this section, and replace it with the following:

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

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

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

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

**1-02.15 Pre Award Information**

*(August 14, 2013 APWA GSP)*

Revise this section to read:

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

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

**1-03.1 Consideration of Bids**

*(January 23, 2006 APWA GSP)*

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per the Schedule of Values and the total price. If a discrepancy exists between the price per the Schedule of Values and the extended amount of any bid item, the price per Schedule of Values will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by

the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

### 1-03.7 Judicial Review

*(July 23, 2015 APWA GSP)*

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Tribal Law. Such review, if any, shall be timely filed in the Tribal Court of the Chehalis Tribe.

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

*(March 13, 2012 APWA GSP)*

Revise the second paragraph to read:

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

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

### 1-05.4 Conformity With and Deviations from Plans and Stakes

This Section is supplemented with the following:

#### Contractor Surveying - Roadway

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

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced.

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

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency and expand it into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.

3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart.

4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes.

5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.

6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet.

7. Establish intermediate elevation benchmarks as needed to check work throughout the project.

8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.

9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

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

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

| | Vertical | Horizontal |
|---|---|---|
| Slope stakes | ±0.10 feet | ±0.10 feet |
| Subgrade grade stakes set 0.04 feet below grade | ±0.01 feet | ±0.5 feet (parallel to alignment)<br>±0.1 feet (normal to alignment) |
| Stationing on roadway | N/A | ±0.1 feet |
| Alignment on roadway | N/A | ±0.04 feet |
| Surfacing grade stakes | ±0.01 feet | ±0.5 feet (parallel to alignment)<br>±0.1 feet (normal to alignment) |
| Roadway paving pins for surfacing or paving | ±0.01 feet | ±0.2 feet (parallel to alignment)<br>±0.1 feet (normal to alignment) |

The Contracting Agency's Inspectors may spot-check the Contractor's surveying. These will not change the requirements for normal checking by the Contractor. These spot-checks shall not relieve the Contractor of responsibility for the accuracy of the stakes.

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

The Contractor shall calculate coordinates for the alignment.

Stakes shall be marked in accordance with Standard Plan A-10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

## 1-05.7 Removal of Defective and Unauthorized Work

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency

or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

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

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

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

## 1-05.11 Final Inspection

Delete this section and replace it with the following:

### 1-05.11 Final Inspections and Operational Testing

*(October 1, 2005 APWA GSP)*

### 1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.
The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

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

**1-05.11(3) Operational Testing**

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

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

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

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

Delete the sixth and seventh paragraphs of this section.

**1-05.15 Method of Serving Notices**
*(March 25, 2009 APWA GSP)*

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Tribal Project Manager. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Tribal Project Manager's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

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

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

Add the following new section:

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

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

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

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting

Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

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

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

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

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

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

Making Entries on the Record Drawings:

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

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

### 1-07.1 Laws to be Observed

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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

### 1-07.2 State Taxes

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

#### 1-07.2 State Sales Tax

*(June 27, 2011 APWA GSP)*

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

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

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

**1-07.2(1) State Sales Tax — Rule 171**

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

**1-07.2(2) State Sales Tax — Rule 170**

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

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

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

### 1-07.2(3) Services

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

## Load Limits

Section 1-07.7 is supplemented with the following:

(March 13, 1995)
Except for the load limit restrictions specified in Section 1-07.7(2), the Contractor may operate vehicles which exceed the legal gross weight limitations without special permits or payment of additional fees provided such vehicles are employed in the construction and within the limits of this project.

Subparagraph 1 of the second paragraph of Section 1-07.7(1) is deleted.

(March 13, 1995)
If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

### 1-07.9 Wages

Delete this section and replace it with the following:

This project is not subject to prevailing wage requirements.

## Protection and Restoration of Property

### *Vegetation Protection and Restoration*

Section 1-07.16(2) is supplemented with the following:

(August 2, 2010)
Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1 foot radius for each inch of trunk diameter at breast height.

Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

## Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007)

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

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:

*** Relocation of existing utility poles and private utility junction boxes as shown on the Plans.

The Contractor shall complete sidewalk and/or hardscape improvements after utility poles and junction boxes have been relocated.

The contractor shall cooperate and coordinate the work with utility contractors. To the extent reasonable, the Contractor shall consider utility contractor work when establishing work zones and traffic control under the lump sum item. The Engineer may direct the Contractor to provide additional traffic control for the utility contractors. Such traffic control will be paid according to Specification 1-04.4 ***

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected Subcontractors, and all utility owners and their Contractors prior to beginning onsite work.

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

*** Thurston County Public Works (storm/sewer/water)
9605 Tilley Rd SW
Olympia, WA 98512
(360) 867-2300 ***

*** Puget Sound Energy (power)
Amy Tousley, (888) 225-5773 ***

*** Comcast (cable)
Steve Harshfield, (253) 405-2177 ***

*** Centurylink (telephone)
Alex Juanzems, (253) 851-1236 ***

## Public Convenience and Safety

### *Construction Under Traffic*

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

**(January 2, 2012)**
**Work Zone Clear Zone**

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

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

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

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

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

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

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

* or 2-feet beyond the outside edge of sidewalk

**Minimum Work Zone Clear Zone Distance**

## 1-07.24 Rights of Way

*(July 23, 2015 APWA GSP)*

Delete this section and replace it with the following:

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

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the

work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

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

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

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

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

## 1-08 PROSECUTION AND PROGRESS

Add the following new section:

### 1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

### 1-08.0(1) Preconstruction Conference

*(October 10, 2008 APWA GSP)*

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

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

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

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

## Time for Completion

Section 1-08.5 is supplemented with the following:

(March 13, 1995)
This project shall be physically completed within *** 100 *** working days.

### 1-08.9 Liquidated Damages

*(August 14, 2013 APWA GSP)*

Revise the fourth paragraph to read:

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

## 1-09.1 Measurement of Quantities

This Section is supplemented with the following:

There is no measurement of quantities for this project. Measurement of quantities will only apply during construction when any changes may occur.

**Schedule of Values**

The schedule of values shall be used as the basis for reviewing and determining each monthly progress payment estimate and as such shall be subject to periodic review by the contracting agency to assure that the schedule of values reasonably represents, in the opinion of the Engineer, the actual value of the individual items of work to be performed, or materials to be delivered to the site.

## 1-09.9 Payments

Delete the first and second paragraphs and replace with the following:

> The basis of payment will be based on a "Schedule of Values, as submitted in the Bid Proposal. The awarded Contractor shall provide additional information for the "Schedule of Values" items with a breakdown of their lump sum price in sufficient detail for the Engineer to determine the value of the Work performed and materials purchased on a monthly basis over the contract period.
>
> The awarded Contractor shall provide its "Schedule of Values" with detailed lump sum breakdowns for each Bid item to the Engineer for approval no later than the date of the preconstruction conference. The Contractor may be required to provide supporting information including invoices and quotation from materials manufacturers or vendors. The Engineer will review the "Schedule of Values" and issue comments or approval for use in determining partial payments of the lump sum item or payment for materials on hand within 14-calendar days upon receipt.
>
> Should the awarded Contractor should fail to provide a breakdown of their lump sum price in sufficient detail for the Engineer to value of Work performed or the Engineer rejects the "Schedule of Values" provided for use under the contract for any reason whatsoever, the Engineer may elect to withhold payment of the Bid item until its completion, or determine a partial payment amount as a percentage of the unit price in the Proposal based on information readily available at the time payment is requested. The determination of payments by the Engineer for lump sum items under the Contract will be final in accordance with Section 1-05.1.

Delete the fourth paragraph and replace it with the following:

> Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer and the approved "Schedule of Values." A progress estimate cutoff date will be established at the preconstruction conference.
>
> The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress

payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

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

1. *Lump Sum Items in the Schedule of Values* — partial payment for lump sum Bid items will be a percentage of the price in the Proposal based on the Engineer's determination of the amount of Work performed, with consideration given to, but not exclusively based on, the Contractor's lump sum breakdown for that item.

2. *Materials on Hand* — 100% of the invoiced cost or the amount identified for purchasing materials on the approved Schedule of Values, whichever is less. All materials shall be delivered to Job site or other storage area, which is approved in advance by the Engineer in writing. The Contracting Agency will adjust the amount due to the Contractor for the respective contract item, when the amount earned on the contract item meets or exceeds the amount previously paid to the Contractor for the materials on hand.

3. *Change Orders* — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

1. Retained Amounts per Section 1-09.9(1);

2. Amounts previously paid to the Contractor; and

3. Funds withheld by the Contracting Agency in accordance with the Contract Documents.

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

**1-09.11(3) Time Limitation and Jurisdiction**

*(July 23, 2015 APWA GSP)*

Revise this section to read*:*

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction.

The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

## Temporary Traffic Control

## Traffic Control Management

### *General*

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

(January 3, 2017)
Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

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

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

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

# Division 2
# Earthwork

## Removal of Structures and Obstructions

## Description

Section 2-02.1 is supplemented with the following:

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

## Construction Requirements

Section 2-02.3 is supplemented with the following:

***(March 13, 1995)***
***Removing Miscellaneous Traffic Items***
The following miscellaneous traffic items shall be removed and disposed of:

*** 585 linear feet of removing paint line ***

# Division 4
# Bases

## Ballast and Crushed Surfacing

## Construction Requirements

### *Shaping and Compaction*

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

(******)
;provided, however, that the following locations shall be compacted to the following minimum relative compactions:

| Locations | Relative Compaction |
|---|---|
| Topsoil Type A at Plant Beds | 90% |
| Topsoil Type A at Raingardens | 77-85% |
| Topsoil Type A (within 2 feet of pavement) | 90% |

# Division 5
# Surface Treatments and Pavements

## 5-04 Hot Mix Asphalt
*(June 19, 2017 APWA GSP)*

Delete WSDOT Amended Section 5-04, Hot Mix Asphalt, and replace it with Section 5-04, Hot Mix Asphalt as printed in the Standard Specifications for Road, Bridge and Municipal Construction, 2016 edition.

## Materials

### *Mix Design – Obtaining Project Approval*

Section 5-04.2(2) is supplemented with the following:

**(January 3, 2011)**
**ESAL's**
The number of ESAL's for the design and acceptance of the HMA shall be *** one *** million.

## Construction Requirements

### Material Transfer Device or Material Transfer Vehicle

(April 4, 2016)
Section 5-04.3(3)D is deleted in its entirety.

### 5-04.3(8)A1 General

*(January 16, 2014 APWA GSP)*

Delete this section and replace it with the following:

Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

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

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

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

*(January 16, 2014 APWA GSP)*

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

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

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

### 5-04.3(8)A5 Test Results

*(January 16, 2014 APWA GSP)*

The first paragraph of this section is deleted.

### 5-04.3(8)A6 Test Methods

*(January 16, 2014 APWA GSP)*

Delete this section and replace it with the following:

Testing of HMA for compliance of Va will be at the option of the Contracting Agency. If tested, compliance of Va will be use WSDOT Standard Operating Procedure SOP 731. Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308. Testing for compliance of gradation will be by WAQTC FOP for AASHTO T 27/T 11.

***HMA Mixture Acceptance***

Section 5-04.3(9) is supplemented with the following:

**(August 1, 2016)**
**Visual Evaluation**
The following HMA will be accepted by visual evaluation:

*** driveway reconstruction behind the sidewalk ***

## Cement Concrete Pavement

## Description

Section 5-05.1 is supplemented with the following:

(August 6, 2012)
This Work consists of furnishing and placing pigmented, textured, or textured and pigmented cement concrete pavement at the locations and depth as shown in the Plans.

## Materials

Section 5-05.2 is supplemented with the following:

(August 6, 2012)
Pigment color for cement concrete pavement shall be one chosen from the manufactures and colors listed below:

*** Pigment color shall match the existing median color upon Engineer's approval ***

The pigment shall be incorporated in accordance with the manufacturer's recommendations.

## Construction Requirements

Section 5-05.3 is supplemented with the following:

***(August 6, 2012)***
***Pigmented Cement Concrete***
Curing shall be in accordance with Section 5-05.3(13) and be applied to the surface in accordance with the manufacturer's recommendations. If liquid membrane-forming concrete curing compound is used it shall meet the requirements of ASTM C 309 Type 1-D.

The Contractor shall provide a 2 foot by 2 foot sample panel, that has been cured a minimum seven days, showing the color of cement concrete to the Engineer for acceptance before placing any pigmented cement concrete pavement.

***(August 6, 2012)***
***Textured Cement Concrete***

Textured cement concrete pavement pattern shall be one chosen from the manufactures and patterns listed below:

*** Textured pattern shall match the existing median pattern upon Engineer's approval ***

A mat or stamp shall be used to imprint the pattern into the concrete surface.

Curing shall be in accordance with Section 5-05.3(13) and be applied to the surface in accordance with the manufacturer's recommendations. If liquid membrane-forming concrete curing compound is used it shall meet the requirements of ASTM C 309 Type 1-D.

***Concrete Mix Design for Paving***

Section 5-05.3(1) is supplemented with the following:

**(August 6, 2012)**
**Aggregate for Textured Cement Concrete Pavement**

Coarse aggregate for Textured Cement Concrete Pavement shall conform to Section 9-03.1(4), AASHTO grading No. 7. An alternate for combined gradation for Textured Cement Concrete Pavement conforming to Section 9-03.1(5) may be proposed, that has a nominal maximum aggregate size of ½ inch sieve.

# Division 7
# Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits

## Materials

Section 7-05.2 is supplemented with the following:

| | |
|---|---|
| Polypropylene Culvert Pipe, Polypropylene Storm Sewer Pipe, and Polypropylene Sanitary Poly Sewer Pipe | 9-05.24 |

# Division 8
# Miscellaneous Construction

## Roadside Restoration

Section 8-02.2 is supplemented with the following:

## *Erosion Control and Roadside Planting*

Section 9-14 is supplemented with the following:

### Topsoil

#### Topsoil Type A

Section 9-14.1(1) is supplemented with the following:

(August 7, 2017)

Topsoil Type A shall meet the following requirements:

1. Cation exchange capacity (CEC) of Topsoil Type A shall be a minimum of 5 milliequivalents CEC/100 g dry soil (U.S. EPA Method 9081).

2. Organic content greater than 8-percent but less than 15-percent as measured on a dry weight basis using AASHTO T 267 Determination of Organic Content in Soils by Loss on Ignition.

Topsoil Type A shall be 60-percent to 70-percent *** 60-percent *** Loam and 40-percent to 30-percent *** 40% Fine *** Compost by volume. *** 60% *** Loam shall be as defined by the US Department of Agriculture Soil Classification System.

The Contractor shall submit a Particle Size Analysis as a Type 1 Working Drawing from an independent accredited soils testing laboratory indicating the Material source and compliance with all Topsoil Type A specifications. The laboratory analysis shall be with a sample size of no less than 2 pounds.

The *** 40% Fine *** Compost shall conform to the requirements of Section 9-14.4(8).

# Construction Requirements

## *Topsoil*

### Topsoil Type A

Section 8-02.3(4)A is supplemented with the following:

(******)

Topsoil Type A shall be placed to a non-compacted depth where specified in the Contract Plans. The topsoil shall be thoroughly blended prior to placement.

The Contractor shall submit a Type 1 Working Drawing consisting of independent test results from an accredited laboratory demonstrating the Topsoil Type A meets the requirements of Section 9-14.1(1). The Type 1 Working Drawing shall also include the Request for Approval of Material in accordance with Section 1-06.1(2).

## Curbs, Gutters, and Spillways

## Description

Section 8-04.1 is supplemented with the following:

This Work consists of construction of curb cuts and modified curb cuts at the locations as shown in the Plans.

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

### Description

Section 8-20.1 is supplemented with the following:

This Work consists of modifying an existing illumination system and installing solar powered RRFB pedestrian crossing systems. Illumination installation shall conform to applicable WSDOT "J" series Standard Plans.

## Materials

Section 8-20.2 is supplemented with the following:

### *Conduit, Innerduct, and Outerduct*

#### Rigid Metal Conduit Fittings and Appurtenances

Section 9-29.1(2) is supplemented with the following:

Split grounding end bushings shall be die-cast zinc electroplated steel, two piece split collars designed for use on rigid metal conduits without disconnecting or removing existing conductors. They may be either two screw clamp or hinged design and shall include a versatile grounding lug. The insuliner shall be temperature rated for 300°F (150°C) and provide mechanical protection for the raceway.

### *Light And Signal Standards*

Section 8-20.2(9-29.6) is supplemented with the following:

**(January 2, 2018)**
**Light Standards with Type 1 Luminaire Arms**
Lighting standards shall be fabricated in conformance with the methods and materials specified on the pre-approved Plans listed below, provided the following requirements have been satisfied:

(a) Light source to pole base distance (H1) shall be as noted in the Plans. Verification of H1 distances by the Engineer, prior to fabrication, is not required. Fabrication tolerance shall be □□6 inches.

(b) All other requirements of the Special Provisions have been satisfied.

| Pre-Approved Plan | Fabricator | Mounting Hgt. |
|---|---|---|
| Drawing No. DB01164 Rev. A Sheets 1, 2, 3, 4 & 5 of 5 | Valmont Ind. Inc. | 30', 35', 40' & 50' |
| Drawing No. W3721-1 Rev. L & W3721-2 Rev. E | Ameron Pole Prod. Div. | 20',25',30',35',40', 45' & 50' |
| Drawing No. NWS 3510 Rev. 2 or NWS 3510B Rev. 2 | Northwest Signal Supply, Inc. | 25', 30', 35', 40', 45' & 50' |
| Drawing WS-SL-01 Revision 7 Sheets 1 & 2 of 2 | American Pole Structures, Inc. | 25', 30', 35', 40', 45', 50' |
| Drawing 71035-B39 Rev. R11 Sheets 1 & 2 of 2 | Union Metal Corp | 40' |
| Drawing 71035-B50 Rev. R4 Sheets 1, 2 & 3 and B100-B335 Rev. R1 | Union Metal Corp. | 50' |
| Drawing 71035-B47 Rev. R3 Sheet 1 of 1 Elbow Mounting Detail | Union Metal Corp | 40', 50' |
| Drawing No. WSDOT-LP-01 Rev. 4, Sheets 1 and 2 or WSDOT - LP-01-BE Rev 3 Sheets 1 and 2 or WSDOT - LP-01-C8B Rev 2 | West Coast Engineering Group | 25', 30', 35', 40', 45', and 50' |
| Drawing No. 10-31-RWP-1 Rev. 7 Sheets 1, 2 & 3 | KW Industries | 25, 30, 35, 40, 45, 50 |
| Drawing No. 10-31-RWP-3 Rev. 2 (Bridge Mount Details) | KW Industries | |

***Flashing Beacon Control***

Section 8-20.2(9-29.15) is supplemented with the following:

**(******)**
**Rectangular Rapid Flashing Beacon System**

The Contractor shall furnish and install the Rectangular Rapid Flashing Beacon (RRFB) system which includes two crossings (four beacon locations) as shown in the Plans.

The RRFB system shall be purchased as a packaged unit.

Permanent signs attached to the RRFB system shall meet the requirements of Section 8-21.

## *Pedestrian Push Buttons*

Section 8-20.2(9-29.19 )is supplemented with the following:

**(August 7, 2017)**
**Accessible Pedestrian Signal (APS) Pushbuttons**

When required in the Contract, APS Pushbuttons shall be provided. Each accessible pedestrian signal (APS) shall be a complete APS pushbutton system at each pedestrian pushbutton location shown in the Plans. Equipment shall be one of the following systems:

1. Campbell Company: Advisor Guide Accessible Pedestrian Station (AGPS); Part Number: AGPS 915

2. Novax / Pelco Products: IntelliCross Intelligent Pedestrian System APS; Part Number: SE-2901-P30 9x15

3. Polara Engineering: EZ Communicator Navigator 4-Wire (EN4); Part Number: EN43TN1-G

Only one brand of equipment shall be used for the entire Contract.

Each pushbutton station shall include the following:

1. Flat black colored housing.

2. High contrast pushbutton arrow (dark on a light background or light on a dark background). White on silver or silver on white are not acceptable as high contrast.

3. Integral 9” x 15” R10-3e Sign. Braille shall not be included. Adaptor plates shall be included if required to accommodate the sign.

4. Appropriate interface unit for installation in associated pedestrian display:

    a. Campbell: Signal Power Interface (SPI) Unit

    b. Novax/Pelco: Power Interface Module (PIM)

    c. Polara: Ped Head Control Unit For 4 Wire Navigator (PHCU4W) Module

5. Percussive tone / rapid tick walk indication.

6. Voice messages, as specified below, pre-installed. Voice shall be male.

7. Interconnect cable for installation between pushbutton station and pedestrian display interface unit. Unless otherwise specified in the Contract, cable shall be provided by the pushbutton manufacturer. Cable may be standard four conductor cable meeting the requirements of Standard Specification 9-29.3(2)B if it meets the pushbutton manufacturers requirements.

The following shall be provided at each intersection:

1. One USB flash drive with copies of all voice message audio files for that intersection, placed in the traffic signal cabinet drawer or drawing envelope. A separate flash drive is required for each intersection.

2. One USB cable of the appropriate type (A to A, A to B, male/female, etc.), placed in the traffic signal cabinet drawer or drawing envelope.

Any other equipment or software required by the manufacturer for setup, operation, and maintenance of the pushbutton stations shall be provided. For Polara systems only, *** do not *** provide one EConfigurator for the entire Contract.

Dual button adaptor brackets are required for all installations with two APS pushbuttons on the same Type PPB, Type PS, or Type I Signal Standard. Where dual button adaptor brackets or extension brackets are required, they shall be obtained from the same manufacturer as the pushbutton station. Brackets and extensions from other manufacturers shall not be used.

**APS Speech Messages**
Speech messages shall be provided in the following format:

- "Wait."
- "Wait to cross ___ _(A)_____ at _____(B)_____."
- "Walk sign is on to cross ___ _(A)_____."

The following table lists the entries for (A) and (B) above, as well as quantities for button and arrow orientations:

***

| Street (A) | Street (B) | Arrow Direction | QTY |
|---|---|---|---|
| Old Highway 99 | N/A | R | 4 |

***

Order forms shall be completed by the Contractor using the information presented above.

***Equipment List And Drawings***
Section 8-20.2(1) is supplemented with the following:

(March 13, 1995)
Pole base to light source distances (H1) for lighting standards with pre-approved plans shall be as noted in the Plans.

Pole base to light source distances (H1) for lighting standards without pre-approved plans will be furnished by the Engineer as part of the final approved shop drawings, prior to fabrication.

## Construction Requirements

Section 8-20.3 is supplemented with the following:

**(******)**
**Rectangular Rapid Flashing Beacon System**

The Rectangular Rapid Flashing Beacon (RRFB) system shall be fully compliant with the FHWA Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons (IA-21), which can be found at:

https://mutcd.fhwa.dot.gov/resources/interim_approval/ia21/ia21.pdf

The systems shall also be compliant with the most current MUTCD guidelines and standards along with the following requirements:

**Rapid Flashing Bar**

**Beacons**
Beacons shall have LED bulbs and be highly visible from a minimum of 1,000 feet in advance of the crosswalk during the day. LED's shall be rated for a minimum of 15 years with a minimum run time of 100,000 hours. They shall be recessed in the flash bar with an additional polycarbonate shield for vandal resistance. Light configuration shall provide lights on both ends of the bar for notification to pedestrians entering the crosswalk from either side.

**Flash Bar Housing**
The Flash bar housing shall be constructed from a single piece of a minimum of 1/8th inch thick structural aluminum, providing durability and corrosion resistance. The flash bar shall allow directional rotation – enabling lights to be aimed toward oncoming traffic. There shall be no exposed screws.

**Beacon Control**
The flash pattern, activation duration and/or activation schedule shall be determined by the system controller. The system controller shall automatically adjust beacon brightness as outside light levels change between day and night, being brighter during the day and dimming at night. The level of brightness during different conditions shall be programmable through the controller.

**Controller**

**Enclosure**

The controller unit shall be housed in a NEMA 3R or greater rated, pole mounted, aluminum cabinet with stainless steel hinge. The controller cabinet shall be 19"H x 10"W x 6"D plus or minus 1 inch for all dimensions.

**Power Options**

The controller unit shall be capable of both solar-powered and AC-powered options. The operating electrical power for AC-powered controller systems shall be 120V. Solar-powered controller systems shall be designed with a solar panel and backup battery source capable of running the system for at least 15 days without sunlight.

**System Notification Capable, Remote Data Available**

Usage data regarding activation times and dates shall be accessible via direct connection to the controller. Activation and activity logs shall be downloadable and printable.

**Configuration**

All system configuration changes shall be able to be done through a direct connection to the controller. The system controller shall offer optional manual system configuration via dials within the controller cabinet. Configuration options shall allow for variation of system flash durations from 1 to 60 seconds.

**Controller to Controller Communication**

The controller shall support wireless communication across the roadway or for advanced warning flashers using spread spectrum radio frequency, thus eliminating the need for cable trenching. Range shall be at least 500 feet. Up to 10 optional RF channels shall be available to allow multiple systems to operate within close proximity of each other.

**MUTCD Flash Pattern Compliance Now and for Any Future Changes**

System shall support online configuration changes such that if MUTCD guidelines call for a new flash pattern, system can be upgraded within days.

**Activation Log**

The system shall be capable of logging all activations for a given period with a time stamp. The system shall record notifications of low battery voltage levels.

**Guarantees and Warranties**

The Contractor shall provide RRFB Systems from a manufacture that offers, as a customary trade practice in the connection with the purchase of any equipment, materials, or items incorporated into the project, a minimum two year guarantee or warranty on the controller cabinet and associated appurtenances, batteries and solar panel. The Contractor shall furnish to the Contracting Agency a written guarantee or warranty from the manufacturer.

**Standard Duty Junction Boxes**

Section 8-20.2(9-29.2(1)A) is supplemented with the following:

:

***Concrete Junction Boxes***

Both the slip-resistant lid and slip-resistant frame shall be treated with Mebac#1 as manufactured by IKG industries, or SlipNOT Grade 3-coarse as manufactured by W.S. Molnar Co. Where the exposed portion of the frame is ½ inch wide or less the slip-resistant treatment may be omitted on that portion of the frame. The slip-resistant lid shall be identified with permanent marking on the underside indicating the type of surface treatment ("M1" for Mebac#1; or "S3" for SlipNOT Grade 3-coarse) and the year manufactured. The permanent marking shall be ⅛ inch line thickness formed with a mild steel weld bead.

***Bonding, Grounding***

Section 8-20.3(9) is supplemented with the following:

All system bonding and grounding shall be complete prior to energizing electrical devices or equipment.

## Permanent Signing

## Materials

***Sign Support Structures***

Section 8-21.2(9-28.14) is supplemented with the following:

**(January 3, 2011)**
**Manufacturers for Steel Roadside Sign Supports**

The Standard Plans lists several steel sign support types. These supports are patented devices and many are sole-source. All of the sign support types listed below are acceptable when shown in the Plans.

| Steel Sign Support Type | Manufacturer |
|---|---|
| Type TP-A & TP-B | Transpo Industries, Inc. |
| Type PL, PL-T & PL-U | Northwest Pipe Co. |
| Type AS | Transpo Industries, Inc. |
| Type AP | Transpo Industries, Inc. |
| Type ST 1, ST 2, ST 3, & ST 4 | Ultimate Highway Products,<br>Allied Tube & Conduit, Inc.,<br>Northwest Pipe, Inc. |
| Type SB-1, SB-2, & SB-3 | Ultimate Highway Products, Xcessories Squared Development and Manufacturing Incorporated,<br>Northwest Pipe, Inc. |

***Roadside Sign Structures***

Section 8-21.2(9-06.16) is supplemented with the following:

**(January 3, 2011)**
**Perforated Steel Square Sign Post System**
Where noted in the Plans, steel sign post systems shall be square, pre-punched galvanized steel tubing, that are NCHRP 350 Test Level 3 Certified and FHWA approved. The steel sign post system shall include all anchor sleeves, and other hardware required for a complete sign installation.

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

## Pavement Marking

### Materials

Section 8-22.2 is supplemented with the following:

All plastic pavement markings shall be Type A or B..

# TEMPORARY PAVEMENT MARKINGS

### Construction Requirements

***General***

Section 8-23.3(1) is supplemented with the following:

Temporary paint lines shall be removed in accordance with Section 8-22.3(6) Removal of Pavement Markings.

***Pavement Marking Application***

Section 8-23.3(4) is supplemented with the following:

All temporary pavement markings on this Contract shall be Short Duration Temporary Pavement Markings meeting the requirements of Section 8-23.3(4)A.

***Temporary Pavement Markings – Short Duration***

Section 8-23.3(4)A is supplemented with the following:

**Temporary Stop Bar** – A SOLID line used to designate the location where vehicles should stop at a stop controlled approach or signalized intersection. Temporary Stop bars shall be a minimum of 12 inches wide and shall only use paint or tape. The 12 inch width may be accomplished through the use of Three 4 inch wide lines.

**Temporary Traffic Arrow** – A set of SOLID lines used to temporarily replace existing pavement marking arrows. Temporary traffic arrows should match the permanent traffic arrows that they are replacing. Lines forming arrows shall be a minimum of 4 inches wide, and may use right angles instead of curves. Total arrow length shall be a minimum of 8 feet.

***Temporary Pavement Markings – Long Duration***

Section 8-23.3(4)B is supplemented with the following:

Temporary pavement marking installations shown in the temporary pavement marking plan shall be placed in accordance with Standard Plan M-20.10.

Paint shall be used for temporary pavement markings on all planed surfaces opened to

## Rock and Gravity Block Wall and Gabion Cribbing

## Materials

Section 8-24.2 is supplemented with the following:

***(January 7, 2002)***
***Gravity Block Wall***

Gravity block wall blocks shall be rectangular prisms with dimensions 2'-5 1/2" by 2'-5 1/2" by 4'-11", except for special blocks which shall be as dimensioned in the Plans. All dimensions shall be ± 1/2".

Except as otherwise specified, gravity block wall blocks will be accepted by the Engineer based on visual inspection only, with no minimum compressive strength and no air content requirements for the concrete used in the block.

Gravity block wall blocks for permanent walls of heights greater than six feet and less than 15 feet shall be cast with Class 3000 concrete, conforming to the air content requirements of Section 6-02.3(2)A. Commercial concrete shall not be used. Gravity block wall blocks for permanent walls of these heights will be accepted based on visual inspection, and conformance to Section 6-02.3(27) and the specified concrete strength and air content requirements.

## Construction Requirements

***Gravity Block Wall***

Section 8-24.3(2) is supplemented with the following:

**(January 7, 2002)**
**Definitions**

Temporary Gravity Block Wall: A gravity block wall that is constructed and removed under the same contract. Temporary gravity block walls shall not exceed ten feet in height, measured from the bottom of the bottom row of blocks to the top of the highest block.

Permanent Gravity Block Wall: A gravity block wall that remains in place after the conclusion of the contract under which the gravity block wall was constructed. Permanent gravity block walls shall not exceed 15 feet in height, measured from the bottom of the bottom row of blocks to the top of the highest block.

**Submittals**

The Contractor shall submit working drawings of the gravity block wall to the Engineer for approval in accordance with Section 6-01.9. The working drawings shall include, but not be limited to, the following:

1. Plan, elevation, and section views of the wall, showing the layout, batter, and orientation of the blocks.

2. Dimensions and details of the blocks, including details and locations of block erection lifting loops and inserts, and the features designed to interlock blocks together if the blocks have such features.

3. Method and equipment used to erect the blocks.

4. Erection sequence.

The Contractor shall not begin fabricating gravity block wall blocks until receiving the Engineer's approval of the working drawing submittal.

**Gravity Block Wall Erection**

After excavating for the wall base, the Contractor shall grade the excavation for a width equal to or exceeding the width of the bottom row of blocks. The base shall be graded to the base elevation shown in the Plans and working drawings as approved by the Engineer, and shall accommodate the batter of the bottom row of blocks.

The Contractor shall erect the gravity block wall and place the backfill in accordance with the erection sequence as approved by the Engineer. The top of the gravity block wall shall be within two inches of the line and grade shown in the Plans. The backfill shall be compacted in accordance with Section 2-03.3(14)C, Method C.

The Contractor shall repair all large blemishes, honeycombed areas, and chipped surfaces, (25 square inches and larger) on the exposed face of the erected wall using methods and materials as approved by the Engineer.

## Appendices
## (January 2, 2012)

The following appendices are attached and made a part of this contract:

***

APPENDIX A:
Geotechnical engineering Report
Old Highway 99 and 198th Ave SW Roundabout
Grand Mound, Washington

The following appendices are attached for reference and are not part of this Contract:

APPENDIX B:
Earthwork Cross Sections

***

**(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” -1 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’ – 101/2”

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)"

<u>J-21.15</u>

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

<u>J-21.16</u>

Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

<u>J-22.15</u>

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"

(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½" DIAM. is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

<u>J-26.20</u>

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"

<u>J-28.43</u>

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)"

<u>J-40.10</u>

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

J-60.14

All references to J-16b (6x) are revised to read; J-60.11

K-80.30

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

M-11.10

Layout, dimension (from stop bar to “X”), was – 23’ is revised to read; 24’

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

A-10.10-00.....8/7/07
A-10.20-00.....10/5/07
A-10.30-00.....10/5/07
A-20.10-00.....8/31/07
A-30.10-00.....11/8/07
A-30.30-01.....6/16/11
A-30.35-00.....10/12/07
A-40.00-00.....8/11/09
A-40.10-03.....12/23/14
A-40.15-00.....8/11/09
A-40.20-04.....1/18/17
A-40.50-02.....12/23/14
A-50.10-00…....11/17/08
A-50.20-01…....9/22/09
A-50.30-00…....11/17/08
A-50.40-00…....11/17/08
A-60.10-03.....12/23/14
A-60.20-03.....12/23/14
A-60.30-00.....11/8/07
A-60.40-00.....8/31/07

B-5.20-02.....1/26/17
B-5.40-02.....1/26/17
B-5.60-02.....1/26/17
B-10.20-01.....2/7/12
B-10.40-01.....1/26/17
B-10.60-00.....6/8/06
B-10.70-00……1/26/17
B-15.20-01.....2/7/12
B-15.40-01.....2/7/12
B-15.60-02.....1/26/17
B-20.20-02.....3/16/12
B-20.40-03.....3/16/12
B-20.60-03.....3/15/12
B-25.20-01.....3/15/12
B-25.60-01.....1/26/17
B-30.10-02.....1/26/17
B-30.20-03.....1/26/17
B-30.30-02.....1/26/17
B-30.40-02.....1/26/17
B-30.50-02.....1/26/17
B-30.70-03.....4/26/12
B-30.80-00.....6/8/06
B-30.90-02.....1/26/17
B-35.20-00.....6/8/06
B-35.40-00.....6/8/06
B-40.20-00.....6/1/06
B-40.40-02.....1/26/17
B-45.20-01.....7/11/17
B-45.40-01.....7/21/17
B-50.20-00.....6/1/06
B-55.20-01.....1/26/17
B-60.20-00.....6/8/06
B-60.40-00.....6/1/06
B-65.20-01.....4/26/12
B-65.40-00.....6/1/06
B-70.20-00.....6/1/06
B-70.60-01.....1/26/17
B-75.20-01.....6/10/08
B-75.50-01.....6/10/08
B-75.60-00.....6/8/06
B-80.20-00.....6/8/06
B-80.40-00.....6/1/06
B-82.20-00.....6/1/06
B-85.10-01.....6/10/08
B-85.20-00.....6/1/06
B-85.30-00.....6/1/06
B-85.40-00.....6/8/06
B-85.50-01.....6/10/08
B-90.10-00.....6/8/06
B-90.20-00.....6/8/06
B-90.30-00.....6/8/06
B-90.40-01.....1/26/17
B-90.50-00.....6/8/06
B-95.20-01.....2/3/09
B-95.40-00.....6/8/06

C-1.....7/12/16
C-1a.....7/14/15
C-1b.....7/14/15
C-1c.....7/12/16
C-1d.....10/31/03
C-6.....7/15/16
C-6a.....10/14/09
C-6c.....7/15/16
C-6d.....7/15/16
C-6f.....7/15/16
C-23.60-04.....7/21/17
C.24.10-01.....6/11/14
C-25.20-06.....7/14/15
C-25.22-05.....7/14/15
C-25.26-03.....7/14/15

C-2.....1/6/00
C-2a.....6/21/06
C-2b.....6/21/06
C-2c.....6/21/06
C-2d.....6/21/06
C-2e.....6/21/06
C-2f.....3/14/97
C-2g.....7/27/01
C-2h.....3/28/97
C-2i.....3/28/97
C-2j.....6/12/98
C-2k.....7/12/16
C-2n.....7/12/16
C-2o.....7/13/01
C-2p.....10/31/03
C-3.....7/2/12
C-3a.....10/4/05
C-3b.....6/27/11
C-3c.....6/27/11

C-4f.....7/2/12

C-7.....6/16/11
C-7a.....6/16/11
C-8.....2/10/09
C-8a.....7/25/97
C-8b.....2/29/16
C-8e.....2/21/07
C-8f.....6/30/04
C-10.....7/15/16
C-16a.....7/21/17
C-20.10-04.....7/21/17
C-20.11-00……..7/21/17
C-20.14-03.....6/11/14
C-20.15-02.....6/11/14
C-20.18-02.....6/11/14
C-20.19-02.....6/11/14
C-20.40-06.....7/21/17
C-20.41-01.....7/14/15
C-20.42-05.....7/14/15
C-20.45.01.....7/2/12

C-22.16-06.....7/21/17
C-22.40-06.....7/21/17
C-22.45-03.....7/21/17

C-25.80-04.....7/15/16
C-40.14-02.....7/2/12
C-40.16-02.....7/2/12
C-40.18-03.....7/21/17
C-70.10-01.....6/17/14
C-75.10-01.....6/11/14
C-75.20-01.....6/11/14
C-75.30-01.....6/11/14
C-80.10-01.....6/11/14
C-80.20-01.....6/11/14
C-80.30-01.....6/11/14
C-80.40-01.....6/11/14
C-80.50-00.....4/8/12
C-85.10-00.....4/8/12
C-85.11-00.....4/8/12
C-85.14-01.....6/11/14
C-85.15-01.....6/30/14
C-85.16-01.....6/17/14
C-85-18-01.....6/11/14
C-85.20-01.....6/11/14
C-90.10-00.....7/3/08

1

D-2.04-00.....11/10/05
D-2.06-01.....1/6/09
D-2.08-00.....11/10/05
D-2.14-00.....11/10/05
D-2.16-00.....11/10/05
D-2.18-00.....11/10/05
D-2.20-00.....11/10/05
D-2.32-00.....11/10/05
D-2.34-01.....1/6/09
D-2.36-03.....6/11/14
D-2.42-00.....11/10/05
D-2.44-00.....11/10/05
D-2.60-00.....11/10/05
D-2.62-00.....11/10/05
D-2.46-01.....6/11/14

D-2.48-00.....11/10/05
D-2.64-01.....1/6/09
D-2.66-00.....11/10/05
D-2.68-00.....11/10/05
D-2.80-00.....11/10/05
D-2.82-00.....11/10/05
D-2.84-00.....11/10/05
D-2.86-00.....11/10/05
D-2.88-00.....11/10/05
D-2.92-00.....11/10/05
D-3.09-00.....5/17/12
D-3.10-01……5/29/13
D-3.11-03……6/11/14
D-3.15-02……6/10/13
D-3.16-02……5/29/13

D-3.17-02……5/9/16
D-4.....12/11/98
D-6.....6/19/98
D-10.10-01.....12/2/08
D-10.15-01.....12/2/08
D-10.20-00.....7/8/08
D-10.25-00.....7/8/08
D-10.30-00.....7/8/08
D-10.35-00.....7/8/08
D-10.40-01.....12/2/08
D-10.45-01.....12/2/08
D-15.10-01.....12/2/08
D-15.20-03.....5/9/16
D-15.30-01.....12/02/08

2

E-1.....2/21/07
E-2.....5/29/98

E-4.....8/27/03
E-4a.....8/27/03

3

F-10.12-03.....6/11/14
F-10.16-00.....12/20/06
F-10.18-01.....7/11/17
F-10.40-03.....6/29/16
F-10.42-00.....1/23/07

F-10.62-02.....4/22/14
F-10.64-03.....4/22/14
F-30.10-03.....6/11/14
F-40.12-03.....6/29/16
F-40.14-03.....6/29/16

F-40.15-03.....6/29/16
F-40.16-03.....6/29/16
F-45.10-02.....7/15/16
F-80.10-04.....7/15/16

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G-10.10-00.....9/20/07
G-20.10-02.....6/23/15
G-22.10-03.....7/10/15

G-25.10-04.....6/10/13
G-30.10-04.....6/23/15
G-50.10-02.....6/23/15

G-90.10-03……7/11/17
G-90.11-00……4/28/16
G-90.20-05……7/11/17

G-24.10-00.....11/8/07
G-24.20-01.....2/7/12
G-24.30-01.....2/7/12
G-24.40-06.....2/29/16
G-24.50-04.....7/11/17
G-24.60-04.....6/23/15
G-60.10-03.....6/18/15
G-60.20-02.....6/18/15
G-60.30-02.....6/18/15
G-70.10-03.....6/18/15
G-70.20-04.....7/21/17
G-70.30-04.....7/21/17
G-90.30-04……7/11/17
G-90.40-02……4/28/16
G-95.10-01.....6/2/11
G-95.20-02.....6/2/11
G-95.30-02.....6/2/11

1

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

2

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

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J-10.....7/18/97
J-10.10-03……6/3/15
J-10.15-01.....6/11/14
J-10.16-00……6/3/15
J-10.17-00……6/3/15
J-10.18-00……6/3/15
J-10.20-01……6/1/16
J-10.21-00……6/3/15
J-10.22-00.....5/29/13
J-10.25-00……7/11/17
J-15.10-01.....6/11/14
J-15.15-02……7/10/15
J-20.10-03.....6/30/14
J-20.11-02.....6/30/14
J-20.15-03.....6/30/14
J-20.16-02.....6/30/14
J-20.20-02.....5/20/13
J-20.26-01.....7/12/12
J-21.10-04.....6/30/14
J-21.15-01.....6/10/13
J-21.16-01.....6/10/13
J-21.17-01.....6/10/13
J-21.20-01.....6/10/13
J-22.15-02.....7/10/15
J-22.16-03.....7/10/15
J-26.10-03…..7/21/16
J-26.15-01…..5/17/12
J-26.20-00…..6/11/14
J-27.10-01…..7/21/16
J-27.15-00…..3/15/12
J-28.10-01.....5/11/11
J-28.22-00.....8/07/07
J-28.24-01.....6/3/15
J-28.26-01.....12/02/08
J-28.30-03.....6/11/14
J-28.40-02.....6/11/14
J-28.42-01.....6/11/14
J-28.43-00.....6/11/14
J-28.45-03.....7/21/16
J-28.50-03.....7/21/16
J-28.60-02.....7/21/16
J-28.70-03.....7/21/17
J-29.10-01.....7/21/16
J-29.15-01.....7/21/16
J-29.16-02.....7/21/16
J-30.10-00……6/18/15
J-40.05-00……7/21/16
J-40.10-04……4/28/16
J-40.20-03……4/28/16
J-40.30-04……4/28/16
J-40.35-01……5/29/13
J-40.36-02……7/21/17
J-40.37-02……7/21/17
J-40.38-01.....5/20/13
J-40.39-00……5/20/13
J-40.40-01……4/28/16
J-45.36-00……7/21/17
J-50.05-00……7/21/17
J-50.10-00…….6/3/11
J-50.11-01…….7/21/17
J-50.12-01…….7/21/17
J-50.15-01…….7/21/17
J-50.16-01…….3/22/13
J-50.20-00…….6/3/11
J-50.25-00…….6/3/11
J-50.30-00…….6/3/11
J-60.05-01…….7/21/16
J-60.11-00……..5/20/13
J-60.12-00……..5/20/13
J-60.13-00……..6/16/10
J-60.14-00……6/16/10
J-75.10-02……7/10/15
J-75.20-01……7/10/15
J-75.30-02…….7/10/15
J-75.40-02……6/1/16
J-75.41-01……6/29/16
J-75.45-02……6/1/16
J-90.10-02…….4/28/16
J-90.20-02…….4/28/16
J-90.21-01……4/28/16

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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

5

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

1

M-1.20-03.....6/24/14
M-1.40-02.....6/3/11
M-1.60-02.....6/3/11
M-1.80-03.....6/3/11
M-2.20-03.....7/10/15
M-2.21-00……7/10/15
M-3.10-03.....6/3/11
M-3.20-02.....6/3/11
M-3.30-03.....6/3/11
M-3.40-03.....6/3/11
M-3.50-02.....6/3/11
M-5.10-02.....6/3/11
M-7.50-01.....1/30/07
M-9.50-02.....6/24/14
M-9.60-00……..2/10/09
M-11.10-02.....7/11/17
M-12.10-00……7/11/17
M-15.10-01.....2/6/07
M-17.10-02.....7/3/08
M-20.10-02.....6/3/11
M-20.20-02.....4/20/15
M-20.30-04.....2/29/16
M-20.40-03.....6/24/14
M-20.50-02.....6/3/11
M-24.20-02.....4/20/15
M-24.40-02.....4/20/15
M-24.50-00.....6/16/11
M-24.60-04.....6/24/14
M-24.65-00……7/11/17
M-24.66-00……7/11/17
M-40.10-03.....6/24/14
M-40.20-00...10/12/07
M-40.30-01.....7/11/17
M-40.40-00.....9/20/07
M-40.50-00.....9/20/07
M-40.60-00.....9/20/07
M-60.10-01.....6/3/11
M-60.20-02.....6/27/11
M-65.10-02.....5/11/11
M-80.10-01.....6/3/11
M-80.20-00.....6/10/08
M-80.30-00.....6/10/08

2

3

# Appendix A

Geotechnical Report

# Geotechnical Engineering Report
# Old Highway 99 and 198th Way SW Roundabout
# Grand Mound, Washington

July 13, 2018

Prepared for

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# Geotechnical Engineering Report
# Old Highway 99 and 198th Way SW Roundabout
# Grand Mound, Washington

This document was prepared by, or under the direct supervision of, the undersigned, whose seal is affixed below.

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# APPENDICES

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# LIST OF ABBREVIATIONS AND ACRONYMS

AASHTO ..... American Associates of State Highway and Transportation Officials
ASTM ..... ASTM International
bgs ..... below ground surface
County ..... Thurston County
ESAL ..... equivalent single-axle load
ft ..... foot/feet
HMA ..... hot-mix asphalt
Hwy ..... highway
LAI ..... Landau Associates, Inc.
MDD ..... maximum dry density
RAB ..... roundabout
WSDOT ..... Washington State Department of Transportation

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# 1.0 INTRODUCTION

This report presents the results of geotechnical engineering services provided by Landau Associates, Inc. (LAI) in support of Thurston County's (County's) proposed Grand Mound Highway 99 and 198th Way SW Roundabout project in Grand Mound, Washington (site).

The general project location is shown on Figure 1. Figure 2 shows some of the site features and the approximate locations of the explorations completed for this study. A description of our field investigation and summary logs of the conditions observed in our explorations are provided in Appendix A. A description of our laboratory testing program and results of analyses performed on select samples obtained from the exploratory borings are provided in Appendix B.

This report has been prepared based on discussions with, and information provided by, representatives of SCJ Alliance (SCJ) and the County, data collected during our field investigation and laboratory testing program, our familiarity with geologic conditions in the vicinity of the project area, and our experience with similar projects. Our services were provided in accordance with the SCJ Subconsultant Agreement for Professional Services, dated December 1, 2017.

## 1.1 Project Understanding

We understand that the project includes the construction of a new roundabout at the intersection of Old Highway 99 SW and 198th Way SW in Grand Mound, Washington. The site is approximately 170 feet (ft) by 270 ft, and the new pavement will extend 200 ft to the north, south, and west of the proposed roundabout. Realignment of existing utilities may be required to accommodate improvements, such as new sidewalks, crosswalks, and landscaping. The project is likely to include the rehabilitation of existing pavement beyond the area designated for improvement.

We have been asked to conduct a limited pavement condition survey and provide a new pavement design based on the procedures presented in the American Association of State Highway and Transportation Officials' (AASHTO's) *Guide for Design of Pavement Structures* (1993). We understand the County owns Old Highway 99 and will fund design of the proposed roundabout; the Chehalis Tribe will fund construction.

## 1.2 Scope of Services

The purpose of our services was to explore subsurface conditions at the site and develop geotechnical conclusions and recommendations to support design and construction of the proposed roundabout (RAB). Our scope of services included the following tasks:

- reviewing available published geologic maps and geotechnical reports for the project area.
- coordinating public and private utility locates.
- reviewing pavement cores provided by the County.
- exploring subsurface soil and groundwater conditions at the site by advancing four borings to 9.0 ft below ground surface (bgs).

- collecting representative soil samples and completing laboratory testing to aid in classification and estimation of engineering soil properties.
- providing a limited pavement condition survey of the portion of Old Highway 99 located within project limits.
- providing recommendations for new hot-mix asphalt (HMA) pavement sections in accordance with the design method set forth by AASHTO in *Guide for Design of Pavement Structures* (1993).
- preparing this geotechnical engineering report presenting our conclusions and recommendations along with supporting data.

# 2.0 SITE CONDITIONS

The following sections describe the geologic setting of the project area and the surface conditions and subsurface conditions observed during our field explorations. Interpretations of the site conditions are based on our review of available geologic and geotechnical information and on the results of our site reconnaissance, subsurface explorations, and laboratory testing.

## 2.1 Geologic Review

Geologic information for the project area was obtained from the *Geologic Map of the Chehalis River and Westport Quadrangles, Washington* (Logan 1987). The map identifies near-surface soil at the site as Vashon glacial outwash (Qgog). Material defined as Vashon glacial outwash generally consists of stratified, poorly to moderately sorted outwash sand and gravel that may contain silt or clay. The glacial outwash in this vicinity typically exhibits moderate to high permeability and moderate shear strength. This unit was deposited by meltwater streams emanating from the face of a retreating glacier. The soils encountered in our explorations were generally consistent with the mapped geology for the site.

## 2.2 Surface Conditions

The site currently consists of a two-lane, asphalt-surfaced road (198th Way SW) that intersects a five-lane, asphalt-surfaced road (Old Highway 99 SW), oriented north to south. A driveway on the east side of the intersection leads to a gravel access road and commercial developments, which surround the site. An undeveloped parcel vegetated with coniferous and deciduous trees was observed southwest of the site. Site topography is generally flat and level.

## 2.3 Subsurface Explorations

We explored subsurface conditions on February 12, 2018 by advancing four hollow-stem auger borings (B-1 through B-4) to 9.0 ft bgs. The approximate locations of our explorations are shown on Figure 2. The following sections summarize the subsurface soil and groundwater conditions observed in our explorations. More detailed information, including summary exploration logs, is provided in Appendix A.

### 2.3.1 Soil Conditions

We categorized the soil observed beneath existing surface conditions (i.e., asphalt pavement and crushed gravel) as glacial outwash. This unit was encountered in all borings to the depth explored. The glacial outwash was in a medium dense to very dense condition and typically consisted of gray-brown sand and gravel with cobbles and minor silt content.

Although boulders are too large to have been observed in the 1.5-inch inside-diameter, split-spoon sampler, they are often found in glacial deposits and may be present throughout the site. The contractor should be prepared to handle such oversized material.

### 2.3.2 Groundwater Conditions

Groundwater was not observed in our February 2018 explorations to a depth of 9 ft bgs. The groundwater conditions reported herein and on the summary exploration logs are for the specific locations and date indicated and may not be indicative of other locations and/or times. Groundwater conditions will vary depending on local subsurface conditions, weather conditions, and other factors, with maximum groundwater levels generally occurring during late winter and early spring.

## 2.4 Pavement Condition

On January 12, 2018, representatives of the County cored the existing pavement in each of the five lanes of Old Highway 99 and in one location along 198th Way SW. Photos provided by the County show that both roads are paved with HMA, and only the center turn lane of Old Highway 99 features Portland cement concrete directly under the HMA pavement. Table 1 presents the pavement core thickness, composition, and location.

**Table 1. Existing Pavement Core Information Provided by Thurston County**

| | Old Hwy 99 Southbound, Outside Lane | Old Hwy 99 Southbound, Inside Lane | Old Hwy 99, Center Turn Lane | Old Hwy 99 Northbound, Outside Lane | Old Hwy 99 Northbound, Inside Lane | 198th Way SW Eastbound, Lane |
|---|---|---|---|---|---|---|
| HMA (inches) | 5 | 5 | 9 | 4 | 8 | 3.5 |
| PCC (inches) | No | No | 5 | No | No | No |
| Top Course[(a)] | 6 | 6 | 6 | 6 | 6 | 6 |

(a) Top course measurements were collected during the exploration program.
HMA = hot-mix asphalt
Hwy = highway
PCC = Portland cement concrete

Table 2 presents pavement thickness information observed in LAI borings.

**Table 2. Existing Pavement Core Information Observed in Borings**

| | Boring B-1, 198th Way SW | Boring B-2, Hwy 99 Southbound, Inside Lane | Boring B-3, Hwy 99 Northbound, Inside Lane | Boring B-4, Hwy 99 Northbound, Inside Lane |
|---|---|---|---|---|
| HMA (inches) | 9.5 | 8 | 7.5 | 7.25 |
| PCC (inches) | No | No | No | No |
| Top Course | 6 | 6 | 6 | 6 |

HMA = hot-mix asphalt
Hwy = highway
PCC = Portland cement concrete

On March 1, 2018, we conducted a limited pavement condition survey at the site. Old Highway 99 is a five-lane road with a center turn lane and paved shoulders. The cross street, 198th Way SW, is a two-lane road with no paved shoulders. An LAI geotechnical engineer surveyed the pavement condition of Old Highway 99 and 198th Way SW, noting the type and severity of each distress observed and assigning a rating of Good, Fair, Poor, or Failed to segments of the roadway. General definitions for each rating are provided below.

- **Good:** Pavements described as being in good condition generally have very few defects or observed evidence of distress. Forms of distress, if observed, are of low severity and low frequency. Pavements in good condition usually do not require more than routine maintenance, such as cleaning and scheduled seal coating.
- **Fair:** Pavements described as being in fair condition generally have noticeable defects and signs of distress. Observed distresses are usually of low to moderate severity with occasional distresses that would be rated as high severity. Pavements in fair condition are typically not aesthetically pleasing, but still provide a level of serviceability and acceptable ride quality for the current traffic loading. In addition to routine periodic maintenance, pavements in fair condition require a higher level of maintenance that may include, but is not limited to, crack sealing, minor patching, and filling of occasional potholes. Overlays of a properly repaired pavement surface are commonly used to rejuvenate and extend the service life of pavements in fair condition.
- **Poor:** Pavements described as being in poor condition generally have a significant amount of defects and a variety of distresses. Forms of distress are usually of medium to high severity and medium to high frequency. Pavements in poor condition are noticeably distressed, but can still provide an acceptable level of serviceability for the current traffic loading with proper repair and maintenance. In addition to routine maintenance, pavements in poor condition have more immediate repair needs, such as full-depth removal and replacement of small, highly distressed areas; extensive patching and filling of potholes; grinding of areas to remove humps; and crack sealing. Overlays of a properly repaired pavement surface are commonly used to rejuvenate and extend the service life of pavements in poor condition.
- **Failed:** Pavements described as being in a failed condition are generally beyond repair, and the service life of the pavement cannot be extended. Failed pavements are severely defective, exhibiting high levels and frequency of distress. Failed pavements usually require immediate repair to prevent the pavement from becoming unserviceable. Typical repairs, such as full-depth removal and replacement of large distressed areas, major patching and filling of potholes, grinding of areas to remove humps, and major crack sealing, are necessary. Routine maintenance of failed areas is usually not cost effective. Full-depth repair or reconstructing sections of the pavement is commonly used to mitigate failed pavements.

Based on our pavement condition survey, the pavement in the project corridor is in a fair condition with a few small sections in a fair to poor condition. The majority of defects and distresses were observed in the wearing tracks of each lane. The pavement generally exhibited longitudinal, transverse, and fatigue cracking (alligator cracking) with low severity at a low to medium frequency. Rutting was observed to be minimal (low severity) throughout the area. Nearly 100 percent of the asphalt roadway exhibits low-severity raveling and aging or surface deterioration that occurs when particles are dislodged or oxidation causes loss of the asphalt surface binder. Low to moderately severe longitudinal cracks (or possibly pavement seams) were observed across all lanes and ran parallel with an approximately 12-ft-wide space between each; this is a common width for asphalt paver equipment. Several low-severity transverse cracks were observed in northbound lanes in the southern portion of the site. Minor stormwater ponding was

observed in two locations along low portions of the curb and gutter. Several patches near the southeast corner of the site show low to moderately severe distress. Moderately severe fatigue cracking was observed across most of the east driveway entrance. Low-severity transverse cracks were observed along 198th Way SW in areas with older pavement.

# 3.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the conditions observed in our explorations and the results of our engineering analysis, it is our opinion that subsurface conditions at the site are suitable for the proposed improvements. Subsurface conditions observed in our explorations will provide suitable support for the proposed roundabout and associated improvements, provided the recommendations contained herein are incorporated into the project design.

## 3.1 Pavement Design

The County plans to replace the intersection of Old Highway 99 SW and 198th Way SW with a roundabout and replace pavement sections extending approximately 200 ft to the north, south, and west. Pavement sections should be constructed on 12 inches of subgrade consisting of uniformly firm and unyielding onsite soil compacted to at least 95 percent of the maximum dry density (MDD), or on structural fill extending to such soil. If left undisturbed, the subgrade soils observed in our borings should be adequate to support the pavement section. Based on the conditions observed in our explorations, the medium dense to very dense glacial outwash was assumed to have a California Bearing Ratio of at least 12 percent for the soil observed beneath the existing pavement.

SCJ provided average traffic counts for years 2018 and 2040, but did not provide specific equivalent single-axle loads (ESALs). Tables 3 and 4 provide the assumed parameters used for the pavement design. We recommend SCJ confirm the percentage of trucks and other assumptions used in our pavement design. The recommended pavement sections provided in Table 5 are based on the AASHTO 1993 design method.

**Table 3. Pavement Design Parameters**

| | Old Highway 99 | 198th Way SW |
|---|---|---|
| Road Classification | Industrial Collector | Neighborhood Collector |
| Average Daily Traffic Count | 1,520 | 300 |
| Pavement Design Life | 20 years | 20 years |
| Design Serviceability Loss | 2.2 | 2.2 |
| Terminal Serviceability Index | 2 | 2 |
| Traffic in Design Lane | 100 percent | 100 percent |
| Level of Reliability | 90 | 90 |
| Expected Growth Rate | 5 percent | 5 percent |
| California Bearing Ratio | 12 percent | 12 percent |
| Resilient Modulus | 12,530 psi | 12,530 psi |
| ESALs | 6,000,000 | 280,000 |

ESAL = equivalent single-axle load
psi = pounds per square inch

**Table 4. Estimated Daily Traffic Count per Lane**

| | Old Highway 99 Estimated Daily Traffic Count | 198th Way SW Estimated Daily Traffic Count |
|---|---|---|
| Passenger Cars | 418 | 120 |
| Buses | 46 | 0 |
| Panel and Pickup Trucks | 76 | 15 |
| Two-axle, Six-tire Trucks | 38 | 8 |
| Concrete Trucks | 53 | 1 |
| Dump Trucks | 53 | 2 |
| Tractor Semi-trailer Trucks | 23 | 5 |
| Double-trailer Trucks | 23 | 0 |
| Heavy Tractor-trailer Combo Trucks | 30 | 0 |

**Table 5. Recommended Asphalt Pavement Design Sections**

| Layer | Old Hwy 99 RAB Minimum Thickness | | 198th Way SW Minimum Thickness | |
|---|---|---|---|---|
| | Inches | Feet | Inches | Feet |
| HMA Pavement | 6 | 0.5 | 3.5 | 0.29 |
| Crushed Surfacing | 6 | 0.5 | 6 | 0.5 |
| Ballast or Compacted Native Soils | 12 | 1.0 | 12 | 1.0 |

HMA = hot mix asphalt
Hwy = highway
RAB = roundabout

HMA pavement should be a hot-mix asphalt class ½ inch, PG64-22 conforming to Section 5-04 of the Washington State Department of Transportation's *2018 Standard Specifications for Road, Bridge, and Municipal Construction* (2018 WSDOT Standard Specifications). The asphalt should be compacted to at least 91 percent of the Rice density. Base course and ballast material should be compacted to at least 95 percent of the MDD, per ASTM International (ASTM) test method D1557, and should meet the requirements for Crushed Surfacing Base Course [Section 9-03.9(3) of the 2018 WSDOT Standard Specifications], and for Ballast [Section 9-03.9(1) of the 2018 WSDOT Standard Specifications]. Prevention of road-base saturation is essential for pavement durability; thus, efforts should be made to limit the amount of water entering the base course.

# 4.0 CONSTRUCTION SUPPORT

We should be asked to review the geotechnical portions of the plans and specifications for the proposed improvements in advance of project bidding. The purpose of our review is to verify that the recommendations presented in this geotechnical engineering report have been properly interpreted and implemented in the design and project specifications.

We recommend that monitoring, testing, and consultation be provided during construction to confirm that the conditions observed are consistent with those indicated by our explorations, to provide expedient recommendations should conditions be revealed during construction that differ from those anticipated, and to evaluate whether geotechnical activities comply with project plans, specifications, and the recommendations contained in this report. Such geotechnical activities include observation of roadway subgrades and compaction testing of structural fill. In the event subsurface conditions differ from those anticipated, we are available to provide revised recommendations appropriate to the conditions revealed during construction. We would be pleased to provide these services for you.

# 5.0 USE OF THIS REPORT

Landau Associates, Inc. (LAI) prepared this geotechnical engineering report for the exclusive use of SCJ Alliance and Thurston County for specific application to the proposed Grand Mound Highway 99 and 198th Way SW Roundabout project in Grand Mound, Washington. Use of this report by others or for another project is at the user's sole risk. Within the limitations of scope, schedule, and budget, our services have been conducted in accordance with generally accepted practices of the geotechnical engineering profession; no other warranty, express or implied, is made as to the professional advice included in this report.

The conclusions and recommendations contained in this report are based in part on the subsurface data obtained from the explorations completed for this study. There may be some variation in subsurface soil and groundwater conditions at the site, and the nature and extent of the variations may not become evident until construction. Accordingly, a contingency for unanticipated conditions should be included in the construction budget and schedule.

If variations in subsurface conditions are encountered during construction, LAI should be notified for review of the recommendations in this report and revision of such if necessary. If there is a substantial lapse of time between submission of this report and the start of construction, we recommend that we review this report to determine the applicability of the conclusions and recommendations contained herein.

We appreciate the opportunity to be of service to you on this project. If you have questions or require additional information, please contact us at (360) 791-3178.

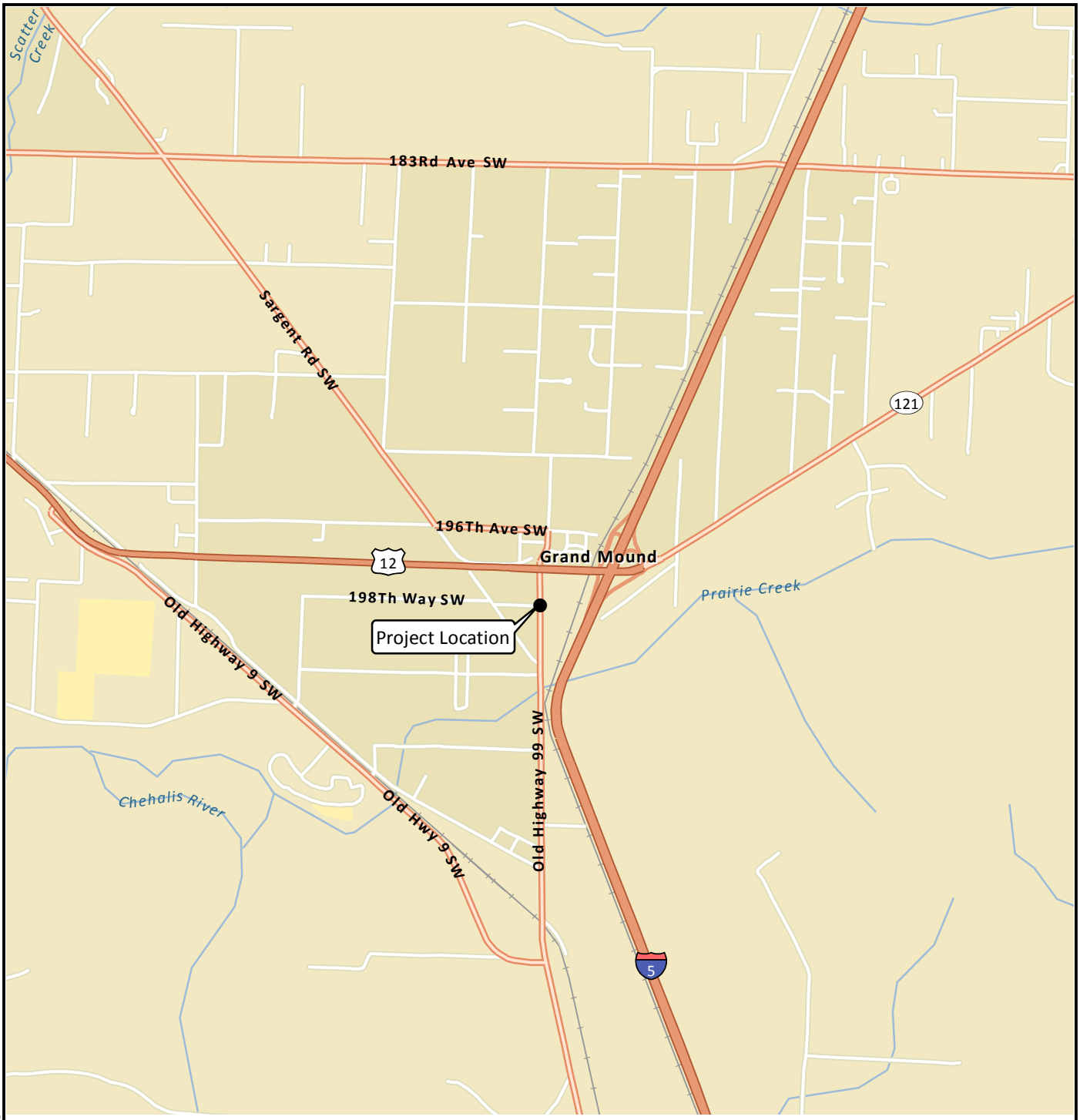
# 6.0 REFERENCES

AASHTO. 1993. *Guide for Design of Pavement Structures.* American Association of State Highway and Transportation Officials.

ASTM. 2003. D420-D5876: Annual Book of ASTM Standards. In Soil and Rock(I). West Conshohocken, PA: ASTM International.

Logan, R.L. 1987. *Geologic Map of the Chehalis River and Westport Quadrangles, Washington.* Open File Report 87-8. Washington Division of Geology and Earth Resources.

WSDOT. 2018. Standard Specifications for Road, Bridge, and Municipal Construction 2018. Olympia, WA: Washington State Department of Transportation. M41-10.

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| | | |
|---|---|---|
| Old Highway 99 and 198th Way Roundabout Grand Mound, Washington | **Vicinity Map** | Figure 1 |


0 50 100

Scale in Feet

Source: Google Earth Pro, 2018

Note

1. Black and white reproduction of this color original may reduce its effectiveness and lead to incorrect interpretation.

LANDAU ASSOCIATES

| Old Highway 99 and 198th Way Roundabout Grand Mound, Washington | **Site and Exploration Location Plan** | Figure 2 |
|---|---|---|

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APPENDIX A

# Field Explorations

# APPENDIX A
# FIELD EXPLORATIONS

Subsurface conditions at the site were explored on February 12, 2018 by advancing four hollow-stem auger borings (B-1 through B-4) to 9.0 feet (ft) below ground surface (bgs). The borings were advanced using a truck-mounted drill rig operated by Holocene Drilling, Inc. of Puyallup, Washington, under subcontract to Landau Associates, Inc. (LAI). The approximate locations of the explorations are shown on Figure 2.

The geotechnical field investigation was coordinated and monitored by LAI personnel, who also obtained representative soil samples, maintained a detailed record of observed subsurface soil and groundwater conditions, and described the soil encountered by visual and textural examination. Each representative soil type observed was described using the soil classification system and key shown on Figure A-1 and in general accordance with ASTM International test method D2488, *Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).* Logs of our explorations are presented on Figures A-2 through A-5. These logs represent our interpretation of subsurface conditions identified during the field explorations. The stratigraphic contacts shown on the individual logs represent the approximate boundaries between soil types; actual transitions may be more gradual. The soil and groundwater conditions depicted are for the specific date and locations reported and are not necessarily representative of other locations and/or times.

Disturbed soil samples from the borings were obtained at 2½- and 5-ft intervals using a 1.5-inch inside-diameter, standard penetration test, split-spoon sampler. The sampler was driven up to 18 inches (or a portion thereof) into the undisturbed soil at the base of the boring with a 140-pound automatic hammer falling a distance of approximately 30 inches. The number of blows required to drive the sampler for the final 12 inches (or a portion thereof) of soil penetration is noted on the boring logs adjacent to the appropriate sample notation. Upon completion of drilling and sampling, the boreholes were decommissioned in general accordance with the requirements of Washington Administrative Code 173-160.

# Soil Classification System

| MAJOR DIVISIONS | | | GRAPHIC SYMBOL | USCS LETTER SYMBOL[1] | TYPICAL DESCRIPTIONS [2][3] |
|---|---|---|---|---|---|
| COARSE-GRAINED SOIL (More than 50% of material is larger than No. 200 sieve size) | GRAVEL AND GRAVELLY SOIL (More than 50% of coarse fraction retained on No. 4 sieve) | CLEAN GRAVEL (Little or no fines) | | GW | Well-graded gravel; gravel/sand mixture(s); little or no fines |
| | | | | GP | Poorly graded gravel; gravel/sand mixture(s); little or no fines |
| | | GRAVEL WITH FINES (Appreciable amount of fines) | | GM | Silty gravel; gravel/sand/silt mixture(s) |
| | | | | GC | Clayey gravel; gravel/sand/clay mixture(s) |
| | SAND AND SANDY SOIL (More than 50% of coarse fraction passed through No. 4 sieve) | CLEAN SAND (Little or no fines) | | SW | Well-graded sand; gravelly sand; little or no fines |
| | | | | SP | Poorly graded sand; gravelly sand; little or no fines |
| | | SAND WITH FINES (Appreciable amount of fines) | | SM | Silty sand; sand/silt mixture(s) |
| | | | | SC | Clayey sand; sand/clay mixture(s) |
| FINE-GRAINED SOIL (More than 50% of material is smaller than No. 200 sieve size) | SILT AND CLAY (Liquid limit less than 50) | | | ML | Inorganic silt and very fine sand; rock flour; silty or clayey fine sand or clayey silt with slight plasticity |
| | | | | CL | Inorganic clay of low to medium plasticity; gravelly clay; sandy clay; silty clay; lean clay |
| | | | | OL | Organic silt; organic, silty clay of low plasticity |
| | SILT AND CLAY (Liquid limit greater than 50) | | | MH | Inorganic silt; micaceous or diatomaceous fine sand |
| | | | | CH | Inorganic clay of high plasticity; fat clay |
| | | | | OH | Organic clay of medium to high plasticity; organic silt |
| | HIGHLY ORGANIC SOIL | | | PT | Peat; humus; swamp soil with high organic content |

| OTHER MATERIALS | GRAPHIC SYMBOL | LETTER SYMBOL | TYPICAL DESCRIPTIONS |
|---|---|---|---|
| PAVEMENT | | AC or PC | Asphalt concrete pavement or Portland cement pavement |
| ROCK | | RK | Rock (See Rock Classification) |
| WOOD | | WD | Wood, lumber, wood chips |
| DEBRIS | | DB | Construction debris, garbage |

Notes:
1. USCS letter symbols correspond to symbols used by the Unified Soil Classification System and ASTM classification methods. Dual letter symbols (e.g., SP-SM for sand or gravel) indicate soil with an estimated 5-15% fines. Multiple letter symbols (e.g., ML/CL) indicate borderline or multiple soil classifications.
2. Soil descriptions are based on the general approach presented in the Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), outlined in ASTM D 2488. Where laboratory index testing has been conducted, soil classifications are based on the Standard Test Method for Classification of Soils for Engineering Purposes, as outlined in ASTM D 2487.
3. Soil description terminology is based on visual estimates (in the absence of laboratory test data) of the percentages of each soil type and is defined as follows:

| | |
|---|---|
| Primary Constituent: | > 50% - "GRAVEL," "SAND," "SILT," "CLAY," etc. |
| Secondary Constituents: | > 30% and ≤ 50% - "very gravelly," "very sandy," "very silty," etc. |
| | > 15% and ≤ 30% - "gravelly," "sandy," "silty," etc. |
| Additional Constituents: | > 5% and ≤ 15% - "with gravel," "with sand," "with silt," etc. |
| | ≤ 5% - "with trace gravel," "with trace sand," "with trace silt," etc., or not noted. |

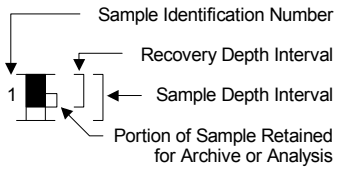
4. Soil density or consistency descriptions are based on judgement using a combination of sampler penetration blow counts, drilling or excavating conditions, field tests, and laboratory tests, as appropriate.

## Drilling and Sampling Key

SAMPLER TYPE

| Code | Description |
|---|---|
| a | 3.25-inch O.D., 2.42-inch I.D. Split Spoon |
| b | 2.00-inch O.D., 1.50-inch I.D. Split Spoon |
| c | Shelby Tube |
| d | Grab Sample |
| e | Single-Tube Core Barrel |
| f | Double-Tube Core Barrel |
| g | 2.50-inch O.D., 2.00-inch I.D. WSDOT |
| h | 3.00-inch O.D., 2.375-inch I.D. Mod. California |
| i | Other - See text if applicable |
| 1 | 300-lb Hammer, 30-inch Drop |
| 2 | 140-lb Hammer, 30-inch Drop |
| 3 | Pushed |
| 4 | Vibrocore (Rotosonic/Geoprobe) |
| 5 | Other - See text if applicable |

SAMPLE NUMBER & INTERVAL




## Field and Lab Test Data

| Code | Description |
|---|---|
| PP = 1.0 | Pocket Penetrometer, tsf |
| TV = 0.5 | Torvane, tsf |
| PID = 100 | Photoionization Detector VOC screening, ppm |
| W = 10 | Moisture Content, % |
| D = 120 | Dry Density, pcf |
| -200 = 60 | Material smaller than No. 200 sieve, % |
| GS | Grain Size - See separate figure for data |
| AL | Atterberg Limits - See separate figure for data |
| GT | Other Geotechnical Testing |
| CA | Chemical Analysis |

## Groundwater

▽ Approximate water level at time of drilling (ATD)

▼ Approximate water level at time other than ATD

LANDAU ASSOCIATES

Old Highway 99 and 198th Way Roundabout Grand Mound, Washington

Soil Classification System and Key

Figure A-1

# B-1

LAI Project No: 1174022.010

**SAMPLE DATA** | **SOIL PROFILE**

Drilling Method: Hollow-Stem Auger
Ground Elevation (ft): Not measured
Drilled By: Holocene Drilling Inc.
Logged By: DAR Date: 02/12/18

| Depth (ft) | Elevation (ft) | Sample Number & Interval | Sampler Type | Blows/Foot | Test Data | Graphic Symbol | USCS Symbol | Soil Description | Groundwater |
|---|---|---|---|---|---|---|---|---|---|
| 0 | | | | | | | AC | 9.5 inches of asphalt over 6 inches of crushed rock **(ASPHALT)** | Groundwater Not Encountered |
| 2 | | S-1 | b2 | 73 | W = 4 GS | | GW-GM | Brownish-gray, very sandy, fine to coarse GRAVEL with silt and cobbles (very dense, moist) **(OUTWASH)** | |
| 4 | | | | | | | GW | Brownish-gray, sandy, fine to coarse GRAVEL with cobbles (dense, moist) | |
| 6 | | S-2 | b2 | 34 | W = 4 GS | | | | |
| 8 | | S-3 | b2 | 46 | W = 2 GS | | GP | Brownish-gray, sandy, fine to coarse GRAVEL with cobbles (dense, moist) | |
| 10 | | | | | | | | | |
| 12 | | | | | | | | | |
| 14 | | | | | | | | | |
| 16 | | | | | | | | | |
| 18 | | | | | | | | | |
| 20 | | | | | | | | | |

Moisture Content (%)
Plastic Limit — Liquid Limit
20 40 60 80
▲ SPT N-Value ▲
△ Non-Standard N-Value △
20 40 60 80
× Fines Content (%) ×
20 40 60 80

Boring Completed 02/12/18
Total Depth of Boring = 9.0 ft.

Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

1174022.01 3/8/18 \\OLYMPIA1\PROJECTS\1174\022.010\T\1174022.010.GPJ SOIL BORING LOG WITH GRAPH

LANDAU ASSOCIATES

Old Highway 99 and 198th Way Roundabout
Grand Mound, Washington

Log of Boring B-1

Figure A-2

# B-2

LAI Project No: 1174022.010

**SAMPLE DATA** | **SOIL PROFILE**

Drilling Method: Hollow-Stem Auger
Ground Elevation (ft): Not measured
Drilled By: Holocene Drilling Inc.
Logged By: DAR Date: 02/12/18

| Depth (ft) | Elevation (ft) | Sample Number & Interval | Sampler Type | Blows/Foot | Test Data | Graphic Symbol | USCS Symbol | Soil Description | Groundwater |
|---|---|---|---|---|---|---|---|---|---|
| 0 | | | | | | | AC | 8 inches of asphalt over 6 inches of crushed rock **(ASPHALT)** | Groundwater Not Encountered |
| 2 | | S-1 | b2 | 39 | W = 3 GS | | GP | Brownish-gray, sandy, fine to coarse GRAVEL with cobbles (dense, moist) **(OUTWASH)** | |
| 4 | | | | | | | GW | Brownish-gray, very sandy, fine to coarse GRAVEL with cobbles (medium dense, moist) | |
| 6 | | S-2 | b2 | 23 | W = 2 GS | | | | |
| 8 | | S-3 | b2 | 62 | | | | Grades to very dense | |
| 10 | | | | | | | | | |
| 12 | | | | | | | | | |
| 14 | | | | | | | | | |
| 16 | | | | | | | | | |
| 18 | | | | | | | | | |
| 20 | | | | | | | | | |

Moisture Content (%)
Plastic Limit — Liquid Limit
20 40 60 80

▲ SPT N-Value ▲
△ Non-Standard N-Value △
20 40 60 80

× Fines Content (%) ×
20 40 60 80

Boring Completed 02/12/18
Total Depth of Boring = 9.0 ft.

Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

1174022.01 3/8/18 \\OLYMPIA1\PROJECTS\1174\022.010\T\1174022.010.GPJ SOIL BORING LOG WITH GRAPH

LANDAU ASSOCIATES

Old Highway 99 and
198th Way Roundabout
Grand Mound, Washington

Log of Boring B-2

Figure
A-3

# B-3

LAI Project No: 1174022.010

**SAMPLE DATA** | **SOIL PROFILE**

Drilling Method: Hollow-Stem Auger
Ground Elevation (ft): Not measured
Drilled By: Holocene Drilling Inc.
Logged By: DAR Date: 02/12/18

| Depth (ft) | Elevation (ft) | Sample Number & Interval | Sampler Type | Blows/Foot | Test Data | Graphic Symbol | USCS Symbol | Soil Description | Groundwater |
|---|---|---|---|---|---|---|---|---|---|
| 0 | | | | | | | AC | 7.5 inches of asphalt over 6 inches of crushed rock **(ASPHALT)** | Groundwater Not Encountered |
| 2 | | S-1 | b2 | 50/ 5" | W = 5 GS | | GW | Brownish-gray, very sandy, fine to coarse GRAVEL with cobbles (very dense, moist) **(OUTWASH)** | |
| 4 | | S-2 | b2 | 50/ 3" | | | | | |
| 6 | | | | | | | | | |
| 8 | | S-3 | b2 | 50/ 4" | W = 1 GS | | | Grades to sandy | |
| 10 | | | | | | | | | |
| 12 | | | | | | | | | |
| 14 | | | | | | | | | |
| 16 | | | | | | | | | |
| 18 | | | | | | | | | |
| 20 | | | | | | | | | |

Moisture Content (%)
Plastic Limit — Liquid Limit
20 40 60 80

▲ SPT N-Value ▲
△ Non-Standard N-Value △
20 40 60 80

× Fines Content (%) ×
20 40 60 80

50/ 5"
50/ 3"
50/ 4"

Boring Completed 02/12/18
Total Depth of Boring = 9.0 ft.

Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

1174022.01 3/8/18 \\OLYMPIA1\PROJECTS\1174\022.010\T\1174022.010.GPJ SOIL BORING LOG WITH GRAPH

LANDAU ASSOCIATES

Old Highway 99 and
198th Way Roundabout
Grand Mound, Washington

Log of Boring B-3

Figure
A-4

# B-4

LAI Project No: 1174022.010

**SAMPLE DATA** | **SOIL PROFILE**

Drilling Method: Hollow-Stem Auger
Ground Elevation (ft): Not measured
Drilled By: Holocene Drilling Inc.
Logged By: DAR Date: 02/12/18

| Depth (ft) | Elevation (ft) | Sample Number & Interval | Sampler Type | Blows/Foot | Test Data | Graphic Symbol | USCS Symbol | Soil Description | Groundwater |
|---|---|---|---|---|---|---|---|---|---|
| 0 | | | | | | | AC | 7.25 inches of asphalt over 6 inches of crushed rock **(ASPHALT)** | Groundwater Not Encountered |
| 2 | | S-1 | b2 | 62 | W = 4 GS | | GW-GM | Brownish-gray, sandy, fine to coarse GRAVEL with silt and cobbles (very dense, moist) **(OUTWASH)** | |
| 4 | | | | | | | | | |
| 6 | | S-2 | b2 | 69 | W = 4 GS | | | | |
| 8 | | S-3 | b2 | 50/ 6" | | | GW | Brownish-gray, sandy, fine to coarse GRAVEL with cobbles (very dense, moist) | |
| 10 | | | | | | | | | |
| 12 | | | | | | | | | |
| 14 | | | | | | | | | |
| 16 | | | | | | | | | |
| 18 | | | | | | | | | |
| 20 | | | | | | | | | |

Moisture Content (%)
Plastic Limit — Liquid Limit
20 40 60 80

▲ SPT N-Value ▲
△ Non-Standard N-Value △
20 40 60 80

× Fines Content (%) ×
20 40 60 80

50/ 6"

Boring Completed 02/12/18
Total Depth of Boring = 9.0 ft.

Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

1174022.01 3/8/18 \\OLYMPIA1\PROJECTS\1174\022.010\T\1174022.010.GPJ SOIL BORING LOG WITH GRAPH

LANDAU ASSOCIATES

Old Highway 99 and 198th Way Roundabout
Grand Mound, Washington

Log of Boring B-4

Figure A-5

APPENDIX B

# Laboratory Testing

# APPENDIX B
# LABORATORY TESTING

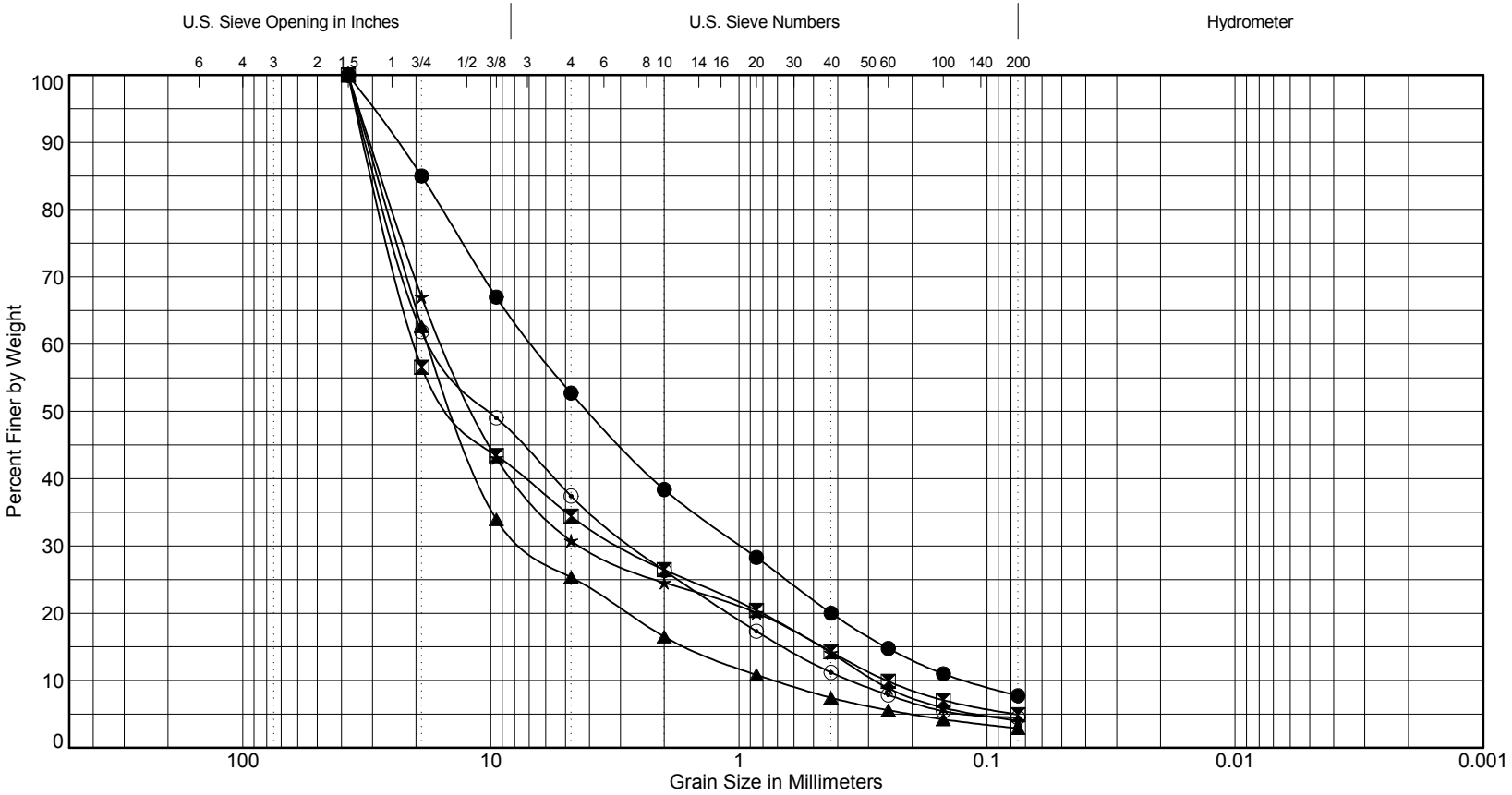
Natural moisture content determinations and grain size analyses were performed on select samples obtained from the borings to aid in soil classification. Laboratory testing was performed in general accordance with the ASTM International (ASTM) standard test methods described below. The samples were checked against the field log descriptions and updated where appropriate in general accordance with ASTM test method D2487, *Standard Test Method for Classification of Soils for Engineering Purposes*.

## Natural Moisture Content

Natural moisture content determinations were performed on select soil samples obtained from the explorations in general accordance with ASTM test method D2216. The natural moisture content is shown as W = xx (i.e., percent of dry weight) at the respective sample depth in the column labeled "Test Data" on the summary exploration logs presented in Appendix A.

## Grain Size Analyses

To provide an indication of the grain size distribution of the onsite soil, sieve analyses were conducted on representative soil samples obtained from the explorations in accordance with ASTM test method D422. Samples selected for grain size analyses are designated with a "GS" in the column labeled "Test Data" on the summary exploration logs in Appendix A. The results of the grain size analyses are presented in the form of grain size distribution curves on Figures B-1 and B-2 in this appendix.




| Cobbles | Gravel | | Sand | | | Silt or Clay |
|---|---|---|---|---|---|---|
| | Coarse | Fine | Coarse | Medium | Fine | |

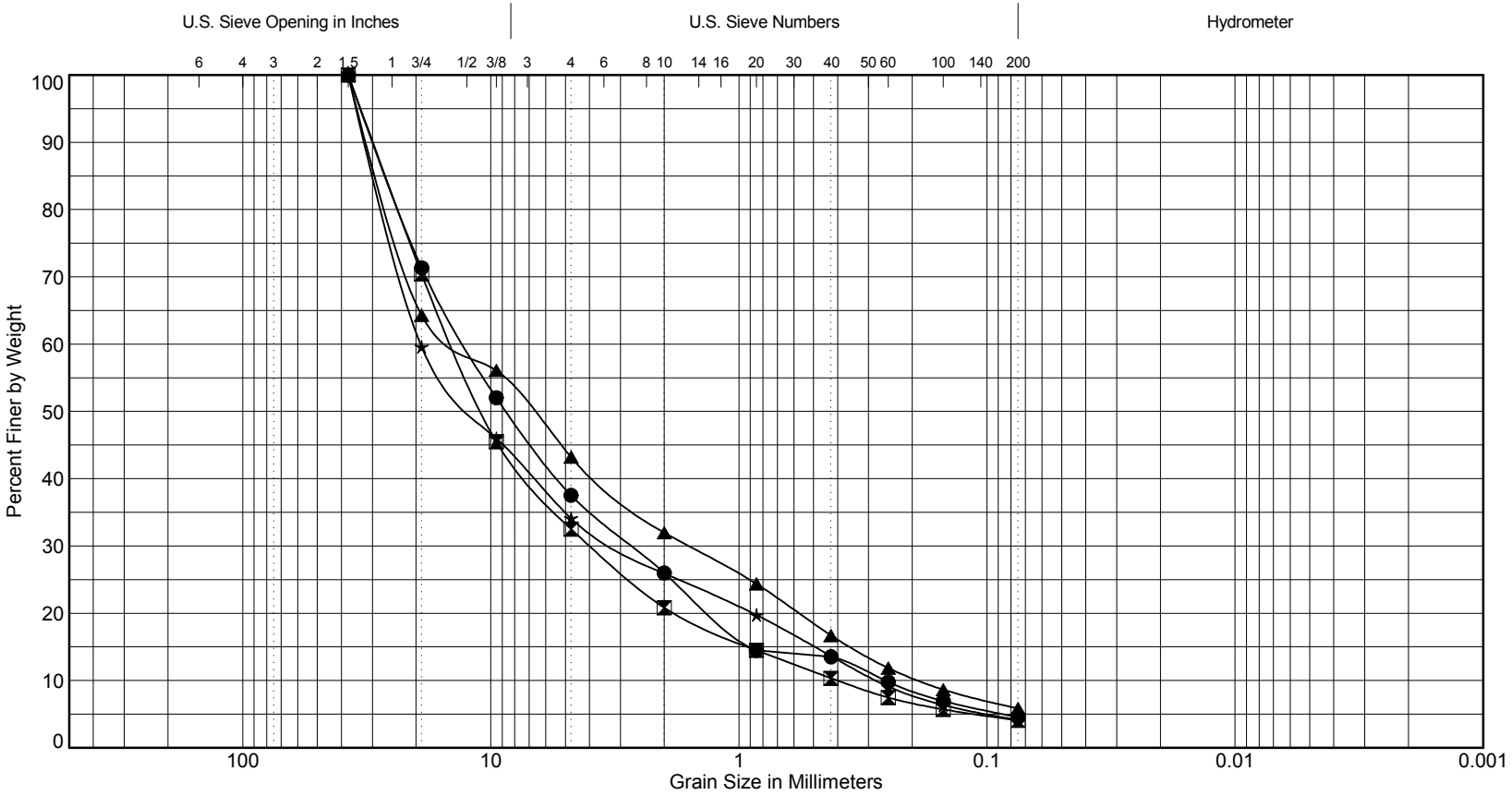
| Symbol | Exploration Number | Sample Number | Depth (ft) | Natural Moisture (%) | Soil Description | Unified Soil Classification |
|---|---|---|---|---|---|---|
| ● | B-1 | S-1 | 2.5 | 4 | Very sandy, fine to coarse GRAVEL with silt | GW-GM |
| ⧓ | B-1 | S-2 | 5.0 | 4 | Sandy, fine to coarse GRAVEL | GW |
| ▲ | B-1 | S-3 | 7.5 | 2 | Sandy, fine to coarse GRAVEL | GP |
| ★ | B-2 | S-1 | 2.5 | 3 | Sandy, fine to coarse GRAVEL | GP |
| ⊙ | B-2 | S-2 | 5.0 | 2 | Very sandy, fine to coarse GRAVEL | GW |

LANDAU ASSOCIATES

Old Highway 99 and
198th Way Roundabout
Grand Mound, Washington

Grain Size Distribution

Figure
B-1




| Cobbles | Gravel | | Sand | | | Silt or Clay |
|---|---|---|---|---|---|---|
| | Coarse | Fine | Coarse | Medium | Fine | |

| Symbol | Exploration Number | Sample Number | Depth (ft) | Natural Moisture (%) | Soil Description | Unified Soil Classification |
|---|---|---|---|---|---|---|
| ● | B-3 | S-1 | 2.5 | 5 | Very sandy, fine to coarse GRAVEL | GW |
| ⧓ | B-3 | S-2 & 3 | 7.5 | 1 | Sandy, fine to coarse GRAVEL | GW |
| ▲ | B-4 | S-1 | 2.5 | 4 | Very sandy, fine to coarse GRAVEL with silt | GW-GM |
| ★ | B-4 | S-2 | 5.0 | 4 | Sandy, fine to coarse GRAVEL | GW |

LANDAU ASSOCIATES

Old Highway 99 and
198th Way Roundabout
Grand Mound, Washington

Grain Size Distribution

Figure
B-2

# Appendix B

## Contract

## *(Informational Only)*

Contract

Performance Bond

Payment Bond

Change Order

**Confederated Tribes of the Chehalis Reservation**
**CONSTRUCTION CONTRACT**

*for the*

**Grand Mound Roadway Improvements**

This Contract is made by and between the Confederated Tribes of the Chehalis Reservation, (Tribe) and**,** XXXXX(Contractor). This Contract is for work to be performed (the work) for the Grand Mound Roadway Improvements (the Project), and to afford safe, healthy, and sound construction for the Tribe in compliance with applicable Tribal and federal laws, rules, and regulations.

Contractor, in consideration for the payment of the sum indicated on the attached Scope of Work, which by this reference is made a part hereof, and in consideration for the other covenants and agreements herein contained, agrees to perform and complete the work according to the terms and conditions herein described:

1. Contract Schedule.

   A. Upon receipt of a written Notice to Proceed from Tribe, Contractor shall diligently pursue completion of and accomplish all the work for the Project as indicated in the attached Scope of Work and Project Specifications, which are made a part hereof and are incorporated as part of this Contract.

   B. Notwithstanding any term to the contrary in the Scope of Work and Project Specifications, the Scope of Work required by this Contract shall be completed no later than XXXXXXXXX. Therefore, all Punch List items shall be completed no later than XXXXXXX.

   C. Excusable delays.

      (1) The Contractor shall not be considered to have failed to perform and complete work on schedule under this Contract if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case failure to perform must be beyond the control and without the fault or negligence of the Contractor.

      (2) If Contractor's failure to perform and complete work on schedule is caused by the failure of a subcontractor to perform, such failure shall not result in an excusable

delay unless the failure arises out of a cause beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either of them.

(3) The Contractor shall within ten (10) days from the beginning of a delay in schedule notify the Tribe in writing of the delay and the cause of the delay. The Tribe shall ascertain the facts and extent of such delay and, if it determines that any failure to perform and complete work on schedule was occasioned by a cause beyond Contractor's control, the contract schedule shall be revised accordingly.

D. Upon completion of all work, Contractor shall deliver a written Notice of Substantial Completion to Tribe. Tribe's Contract Representative or his or her designee shall then conduct an inspection of the work and produce a list of non-conforming items (Punch List). Contractor shall immediately correct all Punch List items and request re-inspection. Upon satisfactory completion of all Punch List items, Tribe shall provide a Notice of Final Acceptance. Contractor shall then submit an invoice for final payment of Contractor's fee along with As-Built drawings for project. The date of completion for the purposes of the warranty granted herein shall be the date of Tribe's Notice of Final Acceptance.

2. Contract Documents. The Contract Documents attached hereto and hereby incorporated herein describe the entire scope and detail of the work to be performed by the Contractor, and the terms and conditions under which such work is to be performed. The Contract Documents consist of the following:

A. This Construction Contract;

B. Contractor Proposal/Bid Package dated XXXXXX;

C. Project Drawings/Specifications dated XXXXXX, as prepared by SCJ Alliance.;

D. Change Order Form;

Contract Representatives. The Contract Officer for the Tribe is Planning Director, Amy Loudermilk. The Contract Representative/Primary Point-of-Contact for the Tribe on this project is Planning Department Transportation Planner, Bryan Sanders. The Contract Representative for the Contractor is XXXXX. All notices to the parties shall be directed through the Contract Representatives.

4. Contract Payments. The Tribe shall make payment to the Contractor in exchange for Contractor's work on the Project of a sum not to exceed the total of XXXXXXXXXXX. The Tribe shall make payment within thirty (30) days after receipt of Contractor's invoice for payment, or on a schedule agreed to by both parties as described in the Scope of Work attached hereto. The final payment shall only be made after receipt of final approval of the work by the Chehalis Business Committee and issuance of a Notice of Final Acceptance. A retainage fee of not less than 10% of the total fee shall be held until all parties, including without limitation the Tribal Building Inspector, accept all work including punch list items as

being complete. Contractor shall provide all warranties, lien waivers, and project as-builts as specified prior to final payment. Invoices must have the following to constitute being a valid invoice: Business name, business address and contact phone number; invoice date; and description of services/goods provided such as unit price, quantity, freight charges, total price of the product or service, length of service including total hours per day, per worker, description of service/goods.

5. Contract Amendments. Amendments to this Contract shall only be made in writing and as agreed to and executed by the parties, except that certain changes may be made to the Scope of Work by valid Change Order as described below.

6. Change Orders. Changes to the work at the request of the Tribe after the commencement of construction shall be documented and approved using the attached "Change Order" form. Such changes are not valid and are not compensable unless they are documented on the required form, are duly authorized by the Contract Representatives of both parties, and are added to the contract file. The additional cost, if any, of Change Order work shall be clearly stated on the Change Order form and shall be paid on the same payment schedule as other work. If the Change Order work will result in a change to the project schedule, such change must also be noted and agreed on the Change Order form.

7. Contractor's Work. Contractor shall furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor for the completion of the work unless otherwise specified in the Contract documents.

8. Licenses, Permits, and Inspections. Contractor shall obtain and maintain all required licenses or permits and meet all requirements of applicable Tribal, State, and/or Federal laws and regulations for the successful completion of the Project. Contractor and all sub-contractors may not commence work until all required tribal licenses are obtained, including without limitation a Chehalis Tribal Business License (application fee $50.00). Contractor's work must pass the inspection of the Tribe's Building Inspector. Contractor will provide to Tribe copies of its valid Contractor's License and Workers Compensation, Bonding, and Insurance Certificates issued by the State of Contractor's residence.

9. Assignment. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign any right, interest or obligation under this Contract, without obtaining the prior written approval of the Tribe.

10. Warranty. Contractor warrants that all materials used will be new and of good quality unless use of other materials is approved in writing by the Tribe, that all work will be free of defects in workmanship, and that the work will conform to the conditions of this Contract. This warranty is for a period of twelve (12) months following the date of the Notice of Final Acceptance. Warranty claims shall be submitted to Contractor in writing within the twelve (12) month warranty period. Contractor is obligated to respond to all such claims and perform corrective work on such claims brought during the warranty period, whether corrective work occurs during or after the warranty period.

11. Breach and Cure. Upon breach of any provision of this Contract by either party, the non-breaching party shall deliver written notice of breach and demand for cure to the breaching party. The breaching party shall immediately commence curative efforts and shall diligently continue such efforts until cure of the breach.

12. Termination. In event of contract termination by any of the following provisions, the parties agree to provide notification in writing of the reason(s) for termination and the effective date.

    A. Termination for Cause. The Tribe, by written notice of default (including breach of contract) to the Contractor may immediately terminate the whole or any part of this Contract if Contractor fails to perform in the manner called for by this Contract; or fails to provide the services within the time specified herein, or otherwise breaches any of the other provisions of this Contract; or fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and does not correct such failures in a timely manner.

    B. Termination for Bankruptcy or Insolvency. The Tribe may immediately terminate this Contract if Contractor files for bankruptcy or is involuntarily declared to be bankrupt or insolvent according to law, or if an assignment of Contractor's property shall be made for the benefit of creditors. The Tribe may thereupon remove Contractor and his effects, forcibly if necessary, without being deemed liable for trespass and without prejudice to any other remedy which Tribe may use at its discretion.

    C. Termination for convenience. This Contract may be terminated in whole or in part if the Tribe and Contractor agree that continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties will agree upon termination conditions, including effective date, and in the case of partial termination, the portions of the Contract to be terminated.

    D. Termination in Event of Damaged or Destroyed Property. Either party may terminate this Contract if the property is substantially damaged or destroyed by fire, natural disaster or causes other than by deliberate acts or negligence by the Contractor.

13. Rights not exclusive. The rights and remedies of the Tribe provided in Sections 11 and 12 related to defaults by the Contractor shall not be exclusive and are in addition to any other rights or remedies provided by law or under this Contract.

14. Compensation in Event of Termination. If the Contract is terminated for reasons identified in Section 12 above, the Tribe will compensate the Contractor proportionately for the work that has been satisfactorily completed up to the date of termination. The Tribe in accordance with generally accepted standards of the trade will determine whether work is satisfactory. Should the Tribe terminate the Contract for cause, the Tribe may in addition to other remedies withhold any funds due to Contractor that are required to correct Contractor's non-

conforming work or to otherwise pay for damages caused by Contractor's non-conforming work.

15. Copeland Act. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 USC § 847) as supplemented in U.S. Department of Labor Regulations, (29 CFR Part 3) and shall not induce by any means any person employed in the Project to give up any part of the compensation to which he or she is otherwise entitled.

16. Insurance. The Contractor shall obtain and keep in force policies of insurance from the execution date of this Contract to the date of final acceptance by the Tribe (unless otherwise indicated) and, except for Commercial Automobile Liability, during the period of any required warrantee, as follows:

    - Commercial General Liability (CGL) Insurance with minimum limits of $1,000,000 per occurrence and in the aggregate for each 1-year policy period. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than $1,000,000 per occurrence and in the aggregate.

    - Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in providing the goods and services or the performance of the Work, with a combined single limit of not less than $1,000,000 per occurrence. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than $1,000,000 per occurrence and in the aggregate.

    - Employer's Liability Insurance providing bodily injury and disease liability coverage with a combined single limit of $1,000,000 by Accident Each Accident, Disease Policy Limit and Disease Each Employee in connection with providing the goods and services, or performance of the Work. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than$1,000,000 per occurrence and in the aggregate.

    The Contractor shall furnish the Tribe with a Certificate of Insurance evidencing the insurance coverages set forth above (i.e. ACORD Form 25 or other form deemed acceptable by the Tribe) prior to beginning any services or performing any work under this Contract. The Certificate must explicitly name the "Confederated Tribes of the Chehalis Reservation," including all commissioners, officers and employees of the Tribe, and their respective members, directors, officers, employees, agents, consultants, etc. as an Additional Insured for all policies and coverages. The certificate and its policy shall not contain any clauses, conditions and/or statements that limit coverages, or require arbitration or alternative dispute resolution applicable to disputes between the insurer and its insureds.

    The insurer(s) shall give notice to the Tribe by certified mail, at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy.

By requiring the minimum insurance amounts above, the Tribe shall not be deemed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate, maintain greater limits and/or broader coverage. The Contractor shall also have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

17. Applicable Law. It is expressly understood that the laws of the Tribe, including without limitation Chehalis Tribal Code Chapter 11.10–Construction Safety, and where applicable Federal laws shall govern this Contract.

18. Disputes. All reasonable efforts will be made to negotiate and resolve disputes between the Tribe and the Contractor. If, however, resolution cannot be achieved, the Contractor consents to the exclusive jurisdiction of the Chehalis Tribal Court, and any litigation necessary to enforce the obligations of either party under this Contract must be brought into the Chehalis Tribal Court to the extent jurisdiction obtains. Both as to interpretation and performance, the laws of the Tribe shall govern this Contract; in the absence of tribal law, federal law applies. Nothing in this Contract shall be construed to constitute a waiver of the Tribe's sovereign immunity.

19. Liens. Contractor shall promptly, as due, make payments of all debts, dues, demands and obligations incurred in the performance of this Contract and shall not permit any lien or claim to be filed or prosecuted against the Tribe.

20. Indemnity. Contractor shall indemnify and hold Tribe harmless from any and all claims, causes of action, losses, damages, expenses, and fees, including without limitation attorney's fees, arising out of Contractor's performance of the work.

21. Severability. If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Contract.

22. Native Preference. For all tribally-owned projects, Contractor and all sub-contractors shall exercise Native Preference and Chehalis Tribal Preference according to the Chehalis Tribal Procurement Policies in hiring staff or engaging subcontractors for the completion of the Project. The Tribe's Planning Department shall assist Contractor in exercising this preference by providing copies of relevant policy sections and at Contractor's request by advising Contractor with regard to hiring or engagement of subcontractors.

23. Taxes. Contractor acknowledges that Washington State sales and excise taxes may not be charged on the delivery of the goods and/or services described under this Contract to the Chehalis Tribe in Indian Country, and shall not include any Washington or other state sales or excise tax in the fees charged under this Contract.

24. Records. Contractor shall retain for not less than three (3) years all financial and other records pertinent to this Contract and make such records available to agents of the Tribe and

to agents of any federal agency identified by the Tribe or by the Comptroller General of the United States, for the purpose of conducting an audit.

25. Relationship. Nothing in this Contract shall be construed to create any relationship of joint venture, partnership, employment, agency, or any other relationship between the parties. Contractor is solely responsible for compliance with any and all laws and regulations applicable to Contractor, and for payment of any self-employment or other taxes that may apply to Contractor's earnings resulting from performance of this Contract.

26. Drugs and Alcohol. Contractor shall maintain and enforce adequate policies to ensure that all of Contractor's employees, representatives, agents and subcontractors maintain a drug-and-alcohol-free working environment while performing the work. The use of drugs or alcohol by Contractor or any of Contractor's employees, agents, or subcontractors while providing services under this Contract, or the performance of services under this Contract by such persons while under the influence of drugs or alcohol, shall constitute a material breach of this Contract. In the event of such a breach, the Chehalis Tribe may terminate this Contract immediately by giving verbal or written notice to Contractor or to Contractor's senior on-site agent or employee.

27. Exclusion. The Chehalis Tribe maintains the inherent authority to remove and exclude from the territory of the Chehalis Tribe, which includes the Chehalis Reservation and tribal trust lands, any person who is not an enrolled Chehalis tribal member whose presence in the Tribe's territory may be injurious to the peace, health, or welfare of the Chehalis Tribe. Contractor shall maintain and enforce adequate internal policies and procedures to ensure that neither Contractor, nor any of Contractor's employees, agents, or subcontractors who enter the Tribe's territory pursuant to this Contract, shall have been convicted of a "sex offense" requiring registration as a "sex offender," as those terms are defined under the laws of the United States, Chehalis tribal law, or the law of any tribe or state. The presence of such a person in the Tribe's territory on Contractor's behalf under this Contract shall constitute a material breach of this Contract. In the event of such a breach, the Chehalis Tribe may terminate this Contract immediately by giving verbal or written notice to Contractor or to Contractor's senior on-site agent or employee. The Chehalis Tribe reserves the right to confirm Contractor's compliance with this provision by conducting a criminal background check of Contractor and any of Contractor's employees, agents, or subcontractors who perform work within the territory of the Chehalis Tribe under this Contract.

28. Notice. Notices required to be delivered in writing shall be delivered to the following addresses:

| | |
|---|---|
| By mail | |
| XXXXXXX | Chehalis Planning |
| ATTN: XXXXX | ATTN: Bryan Sanders |
| XXXXXXXX | PO Box 536 |
| XXXXXXXX | Oakville, WA 98568 |
| By email | |
| XXXXXXX | bryan.sanders@chehalistribe.org |

29. Construction of Contract Terms. The language in this Contract shall be interpreted as to its fair meaning. The headings in this Contract are for convenience and are not intended to affect contract construction or interpretation. Any reference to paragraphs, sub-paragraphs, sections, or subsections are to those parts of this Contract, unless the context clearly indicates otherwise. Both parties have had the opportunity to consult legal counsel of their own choosing. Any rule of construction that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.

30. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original hereof and which shall be effective upon both parties' receipt of a copy executed by the duly authorized representative of each party. The signatories hereto represent and warrant that they are authorized to execute this Contract on behalf of their respective parties.

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**Confederated Tribes of the Chehalis Reservation**

Planning Director

Date: _____

**XXXXXXXXXXX (Contractor)**

XXXXXXXXXX

Date: _____

# eAIA Document A312™ - 2010

## *Performance Bond*

CONTRACTOR:
*(Name, legal status and address)*

SURETY:
*(Name, legal status and principal place of business)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
*(Name, legal status and address)*

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
*(Name and location)*

BOND
Date:
*(Not earlier than Construction Contract Date)*

Amount:

Modifications to this Bond: O None O See Section 16

| CONTRACTOR AS PRINCIPAL | | SURETY | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | | Signature: | |
| Name and Title: | | Name and Title: | |

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY - Name, address and telephone)*

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
*(Architect, Engineer or other party:)*



Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the perfom1ance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (I 0) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

**.1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

**.2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 lfthe Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Init.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

| CONTRACTOR AS PRINCIPAL | | SURETY | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | | Signature: | |
| Name and Title: | | Name and Title: | |
| Address | | Address | |

# AIA Document A312™ -2010

## *Payment Bond*

CONTRACTOR:
*(Name, legal status and address)*

SURETY:
*(Name, legal slalus and principal place of business)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
*(Name, legal slatus and address)*

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
*(Name and location)*

BOND
Date:
*(Not earlier than Construction Contract Dale)*

Amount:

Modifications to this Bond: O None O See Section 18

| CONTRACTOR AS PRINCIPAL | | SURETY | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporale Seal)* |
| Signature: | | Signature: _____ | |
| Name and Title: | | Name and Title: | |

*(Any additional signatures appear on the las! page oflhis Paymenl Bond.)*

*(FOR INFORMATION ONLY-Name, address and telephone)*

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
*(Architecl, l:."ngineer or a/her parly:}*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnity and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

**.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim: and

**.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed: and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant tor the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (I) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (I) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment tor use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

| CONTRACTOR AS PRINCIPAL | | SURETY | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | | Signature: | |
| Name and Title: | | Name and Title: | |
| Address | | Address | |

# Confederated Tribes of the Chehalis Reservation

**CHANGE ORDER NO.** Planning

Project: Department

Contractor:

Date:

Project #:

Contract #:

After signature the Contractor is directed to make the following changes in the Contract Amount for pay requests.

This Change Order resolves all issues related to the change referenced below and constitutes full settlement for all known, estimated or foreseeable costs and time adjustments, including all delay and impact costs and direct and indirect damages, including consequential damages regardless of cause, related to Change Order #1.

Individual CE Description:

| | CE | | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Combined Total: $

Not valid until signed by the Owner. Signature of the Contractor indicates agreement herewith, including any adjustments in the Contract Sum and the Contract time.

The Original Contract Sum was ……

Net Change by previously authorized Change Orders…… through

The Contract Sum prior to this Change Order was…… $

The Contract Sum will be increased decreased unchanged by this Change Order……

The new Contract Sum including this Change Order is …… $

The Contract time will be increased decreased unchanged by……. days

Date of Substantial Completion as of the date of this Change Order ……..

CONTRACTOR's ACCEPTANCE

BY:

SIGNED:

TITLE:

DATE:

BUILDING OFFICIAL'S RECOMMENDATION

BY: Don Terry

SIGNED:

TITLE: Chief Building Official

DATE:

OWNER'S ACCEPTANCE

BY: Amy Loudermilk

SIGNED:

TITLE: Planning Director

PROJECT MANAGER'S RECOMMENDATION

BY: Bryan Sanders

SIGNED:

TITLE: Project Manager

DATE: _____ DATE: _____