

## **ADDENDUM NO. 1**

To the Contract Provisions for  
CITY OF YAKIMA, WASHINGTON

Yakima Air Terminal, Alpha Taxiway Rehabilitation

HLA Project No. 11049E

**BID OPENING: JUNE 19, 2014**

**2:00 P.M.**

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To the attention of all bidders for the above project:

The following additions, revisions, and/or modifications are made to the Contract Documents, Plans, and Specifications for this project:

### **ITEM 1 – SECTION 2 INFORMATION TO BIDDERS – 9. AWARD OF CONTRACT, REJECTION OF BIDS**

Replace Paragraph B in its entirety with the following:

The bidder shall submit bids for all bid schedules and all bid items to be considered as a responsive bidder. The apparent **Low Bidder** will be determined based on the combined total of all bid schedules (Schedule A + Schedule B + Schedule C + Schedule D). Following the determination of the low bidder, the contract will be **Awarded** based on the total of all bid schedules and bid items accepted by the Contracting Agency in order to meet funds available. The awarded selection of bid schedules and bid items shall be at the sole discretion of the contracting agency and in the best interests of the Yakima Air Terminal.

### **ITEM 2 – SECTION 2 INFORMATION TO BIDDERS – 14. PHASED CONSTRUCTION**

Replace the first sentence to read:

Work will be completed in phases.

### **ITEM 3 – SECTION 2 INFORMATION TO BIDDERS – 20. AIRPORT OPERATIONS**

Add the following sentence:

Work performed within the RSA must be coordinated at the contractor's discretion in increments allowing the resulting surface grade to be within 3-inches of adjacent existing surface grades necessary to meet RSA requirements of a smooth and level surface for landing aircraft. If the runway cannot be reopened for a scheduled arriving Commercial flight due to irregular surfaces or grade elevation differences greater than 3-inches, then the contractor shall bear all impacts due to cancellation of the flight which could involve loss of revenue to both the Commercial Air Service and the Yakima Air Terminal.

### **ITEM 4 – SECTION 2 INFORMATION TO BIDDERS – 21. PROJECT ACCESS**

Add the following sentence after the first paragraph:

Contractor personnel requiring a badge shall have available two forms of valid identification at the time of testing. Valid forms of identification include driver's license, birth certificate, social security card, and passport; two of which must be presented to the Yakima Air Terminal for processing.

**ITEM 5 – SECTION 2 INFORMATION TO BIDDERS – 26. SAFETY PLAN COMPLIANCE DOCUMENT**

Add the following section:

**26. SAFETY PLAN COMPLIANCE DOCUMENT**

The Contractor shall submit for review by the Owner and Engineer a Safety Plan Compliance Document meeting the requirements of Section 2.0 in the Construction Safety and Phasing Plan Report located in the Appendix of the Project Specifications. A sample report format is included in Section 21.0 of the same report noted above. The Safety Plan Compliance Document shall be submitted by the Contractor prior to the preconstruction conference.

**ITEM 6 – SECTION 3 BID PACKAGE – BID PROPOSAL – AWARD OF THE CONTRACT**

Revise section in its entirety to read:

The bidder shall submit bids for all bid schedules and all bid items to be considered as a responsive bidder. The apparent **Low Bidder** will be determined based on the combined total of all bid schedules (Schedule A + Schedule B + Schedule C + Schedule D). Following the determination of the low bidder, the contract will be **Awarded** based on the total of all bid schedules and bid items accepted by the Contracting Agency in order to meet funds available. The awarded selection of bid schedules and bid items shall be at the sole discretion of the contracting agency and in the best interests of the Yakima Air Terminal.

**ITEM 7 – SECTION 3 – BID PACKAGE**

Add the following certification to be submitted with the bid:

## Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- A. Only installing steel and manufactured products produced in the United States, or;
  - B. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - C. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic product.
- 3. To furnish US domestic product for any waiver request that the FAA rejects.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- A. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- B. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- C. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- A. Detailed cost information for total project using US domestic product.
- B. Detailed cost information for total project using non-domestic product.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

**ITEM 8 – SECTION 3 – BID PACKAGE**

Add the following Federal Contract Clauses:

**ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**BUY AMERICAN CERTIFICATION**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

**GENERAL CIVIL RIGHTS PROVISIONS**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

1. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
2. The period during which the airport sponsor or any transferee retains ownership or

possession of the property.

## **Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor

becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Yakima Air Terminal pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (***Yakima Air Terminal***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (***Yakima Air Terminal***) will there upon revert to and vest in and become the absolute property of (***Yakima Air Terminal***) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

### **Title VI List of Pertinent Nondiscrimination Authorities**

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **DISADVANTAGED BUSINESS ENTERPRISES**

- **Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- **Prompt Payment (§26.29)**- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

### **ENERGY CONSERVATION REQUIREMENTS**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

## FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

## LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

<b>Requirement</b>	<b>Federal Agency with Enforcement Responsibilities</b>
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

## **RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

## **TRADE RESTRICTION CLAUSE**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

### **VETERAN'S PREFERENCE**

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**ITEM 9 – SECTION 9 TECHNICAL SPECIFICATIONS – Item P-101 Surface Preparation**

101-3.4 ADJUSTING MANHOLES.

Revise the first sentence to read:

The Contractor shall establish reference points for the center of each utility appurtenances before their removal for the purpose of relocation for final adjustment to final grade less 1-inch.

**ITEM 10 – SECTION 9 TECHNICAL SPECIFICATIONS – Item P-209 Crushed Aggregate Base Course**

209-3.5 ACCEPTANCE SAMPLING AND TESTING FOR DENSITY.

Add the following sentence to the end of the section:

All density testing shall be performed by the Owner. In the event test results do not meet the specification, any cost for re-sampling and re-testing as may be required shall be paid for by the Contractor.

**ITEM 11 – SECTION 9 TECHNICAL SPECIFICATIONS – Item P-401 Plant Mix Bituminous Pavements**

401-2.1.B FINE AGGREGATE.

Add the following sentence to the end of the first paragraph:

Clay lumps and friable particles shall not exceed 0.3 percent by weight when tested in accordance with ASTM C-142. Clay ironstone, claystone, mudstone, and siltstone shall not exceed 0.2 percent when tested per ASTM C-295. Clay ironstone is defined as an impure variety of iron carbonate, iron oxide, hydrous iron oxide, or combination thereof, commonly mixed with clay, silt, or sand.

**ITEM 12 – SECTION 9 TECHNICAL SPECIFICATIONS – Item P-401 Plant Mix Bituminous Pavements**

Replace Item 401-2.4.A (3) with the following:

- (3) Aggregate Quality Tests.

**ITEM 13 – SECTION 9 TECHNICAL SPECIFICATIONS – Item P-401 Plant Mix Bituminous Pavements**

401-3.2 JOB MIX FORMULA.

Add the following sentence at the end of the first paragraph:

ASTM D 6926 and ASTM D 6927 shall be used. The manual hammer in ASTM D 6926 shall be used for the mix design procedure.

Revise "Flow Test Property" in Table 1 Marshall Design Criteria from 10-14 to 10-16.

**ITEM 14 – SECTION 9 TECHNICAL SPECIFICATIONS– Item P-401 Plant Mix Bituminous Pavements**

401-3.4 TEST SECTION.

Revise the third sentence in the first paragraph to read:

A cold joint is an exposed construction joint where the mat has cooled to less than 185 ° F.

Revise the first four sentences of the third paragraph to read:

The test section shall be considered acceptable if the average mat density of the test section cores is greater than or equal to 98 percent and the average joint density of the test section cores is greater than or equal to 95 percent. If the initial test section should prove to be unacceptable, the necessary adjustments to the job mix formula, plant operation, placing procedures, and/or rolling procedures shall be made. The initial first test section shall be removed at the Contractor's expense and a second test section shall then be placed. If the second test section does not meet specifications requirements, the section shall be removed at the Contractor's expense.

**ITEM 15 – SECTION 9 TECHNICAL SPECIFICATIONS – Item P-401 Plant Mix Bituminous Pavements**

401-4.4 BITUMINOUS PAVERS.

Replace the third paragraph to read:

The paver shall be equipped with an automatic control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices that will maintain each side of the paver screed at the proper elevation to obtain the required surface.

**ITEM 16 – SECTION 9 TECHNICAL SPECIFICATIONS – Item P-401 Plant Mix Bituminous Pavements**

401-4.8 PREPARATION OF BITUMINOUS MIXTURE.

Add the following sentence to the end of the second paragraph:

A paved surface or sacrificial aggregate layer shall be provided as a foundation of each aggregate stockpile.

**ITEM 17 – SECTION 9 – Item P-401 Plant Mix Bituminous Pavements**

401-4.11 COMPACTION OF MIXTURE.

Replace the fifth paragraph to read:

Any mixture that becomes loose and broken, mixed with dirt, contaminated, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

**ITEM 18 – SECTION 9 – Item P-401 Plant Mix Bituminous Pavements**

401-4.12 JOINTS.

Revise the third paragraph to read:

Longitudinal and transverse joints which are irregular, damaged, uncompacted, or otherwise defective or which have been left exposed for more than 4 hours, or whose surface temperature has cooled to less than 185 °F shall be cutback (3 to 6-inches) to expose a clean, sound surface for the full depth of the course. All contact surfaces shall be cleaned and dry prior and given a tack coat of bituminous material prior to placing any fresh mixture against the joint. The cost of this work and tack coat shall be considered incidental to the cost of the bituminous course. Any laitance produced from cutting joints shall be removed by vacuuming and washing. The joint

shall be clean and dry prior to applying the P-603 Tack Coat.

**ITEM 19 – SECTION 9 – Item P-401 Plant Mix Bituminous Pavements**

401-5.1.a.1. PLANT-PRODUCED MATERIAL.

Revise 1. Sampling to read:

- (1) Sampling. Each lot will consist of four equal sublots. Sufficient material for preparation of test specimens for all testing will be sampled by the Engineer on a random basis, in accordance with the procedures contained in ASTM D 3665. Samples will be taken in accordance with ASTM D 979. One set of laboratory compacted specimens will be prepared for each subplot in accordance with ASTM D 6926, at the number of blows required by paragraph 401-3.2, Table 1. Each set of laboratory compacted specimens will consist of three test portions prepared from the same sample increment. The manual hammer in ASTM D 6926 shall be used. Mechanical hammers may be used if they are calibrated to the same manual hammer density by varying the number of blows and for each specific mix.

Revise the last paragraph in 2. Testing to read:

The stability and flow for each subplot shall be computed by averaging the results of all test specimens representing that subplot. Voids in Mineral Aggregate (VMA) will be calculated one time for each subplot. The bulk specific gravity for the aggregate can be used unless more current test data is available. The results will be used for quality control.

401-5.2.a. ACCEPTANCE CRITERIA

Add the following to the list:

- (9) VMA

Revise the first "standard deviation" on page 9-49 to read:

Mat Density in lieu of Surface Course Mat Density.

**ITEM 20 – SECTION 9 – Item P-403 Plant Mix Bituminous Pavements – Leveling Course**

403-4.12 JOINTS.

Revise temperature in last paragraph to be 160° F in lieu of 1600 F.

**ITEM 21 – SECTION 9 – Item P-403 Plant Mix Bituminous Pavements – Leveling Course**

403-5.1.A(2) ACCEPTANCE SAMPLING AND TESTING.

Revise Item (2) to read:

- (2) Joint Density. The lot shall be divided into four equal sublots. Once core of finished, compacted materials shall be taken by the Contractor from each subplot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Cores shall be centered on the col joint of the same lot.

**ITEM 22 – SECTION 9 – Item P-403 Plant Mix Bituminous Pavements – Leveling Course**

403-5.2.B.(5) ACCEPTANCE CRITERIA.

Revise the fifth sentence to read:

The lot size shall be 2,000 square yards (square meters)

This ADDENDUM is to be considered as much a part of the contract provisions as if it were included in the body of the Plans and Specifications.

All Bidders shall acknowledge receipt of the ADDENDUM on the proposal form prior to bid opening.

  
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Stephanie J. Ray, PE  
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Date