Washington State
Department of Transportation
Olympic Region
Olympia, Washington 98504

June 18, 2026

ATTENTION: All Bidders and Planholders

US 12
HERON ST BRIDGE
GRID DECK REPLACEMENT
A State Project

Addendum No. 3

The Special Provisions, Plans, and Proposal for this project are amended as follows:

Special Provisions

1. On Page 3, the following is added after line 3:

   The first paragraph of Section 1-02.9 is revised to read:

   (April 9, 2026)
   For projects scheduled for Bid opening in Olympia, the Proposal shall be sealed and submitted in the envelope provided with it to the address provided below or shall be submitted electronically via Bidx.com through AASHTOWare Project Bids™ software "BidExpress®." The Bidder shall fill in all blanks on this envelope to ensure proper handling and delivery. Bids are to be received no later than until 11:00:59 A.M. Pacific time on the date of Bid opening:

   Washington State Department of Transportation
   Room A101
   1655 2nd Ave SW
   Tumwater WA 98512

2. On Page 3, line 6 through Page 4, line 2, is deleted and replaced by the following:

   (April 9, 2026)
   PWSVB Document Submittal Requirements

   General
   The Bidder shall submit supplemental documents that are identified with the Bidder's company name, Project title, Bid date, and description of all contents (i.e., PWSVB Plan, PWSVB Subcontractor Written Confirmation Documents, and/or PWSVB GFE Documentation).

   Submissions must be made by one of the following methods:

   1. Physically in a sealed envelope marked as "BID SUPPLEMENT"; or

   2. By facsimile to the following FAX number: 360-705-6966; or

3. By e-mail to the following e-mail address: DBEDoc@wsdot.wa.gov; or

4. Mailed to: Washington State Department of Transportation
Room A101
1655 2nd Ave SW
Tumwater WA 98512

The Contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible FAX or e-mail document transmissions, and such documents may be rejected as incomplete at the Bidder's risk.

Public Works Small and Veteran Business Plan (SVB Plan) (WSDOT Form 226-018)
The PWSVB Plan shall be received no later than the time required for delivery of the Bid. The Contracting Agency will not open or consider any Bid when the PWSVB Plan is received after the time specified for receipt of Bids or received as specified by this Special Provision. The PWSVB Plan may be submitted in the same envelope as the Bid deposit.

PWSVB Subcontractor Written Confirmation (WSDOT Form 226-017) and/or GFE Documentation
The PWSVB Subcontractor Written Confirmation Documents and/or GFE Documents are not required to be submitted with the Bid. The SVBE Subcontractor Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays, and Holidays) after the time for delivery of the Bid. To be considered responsive, Bidders shall submit Written Confirmation Documentation from each SVBE firm listed on the Bidder's completed SVB Plan and/or the GFE as required by Section 1-02.6.

NOTE: If the Bid is submitted electronically via Bidx.com through AASHTOWare Project Bids™ software "BidExpress®", the PWSVB Plan may be attached to the electronic Bid or submitted as a supplemental document as defined above.

3. On Page 5, lines 12 through 27 are deleted as follows:

[~~**Control of Work**~~

~~**Cooperation with Other Contractors**~~

~~Section 1-05.14 is supplemented with the following:~~

~~***(March 13, 1995)***~~
~~***Other Contracts Or Other Work***~~
~~It is anticipated that the following work adjacent to or within the limits of this project will be performed by others during the course of this project and will require coordination of the work:~~

~~*** US 12 / Wishkah River Bridge – Mechanical Rehabilitation~~
~~WSDOT Aberdeen Project Engineer's Office~~
~~Project Engineer, Bonnie Kramer~~
~~360-660-6768 ***~~]

4. On Page 9, line 51 is revised to read as follows:

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Permit or Approval	Permit #	Issuing Agency	Issued	Expires
Hydraulic Project Approval for WSDOT Bridge Maintenance and Preservation	2022-9-7+01	Department of Fish & Wildlife	August 01, 2022	July 31, 2027
Draft Hydraulic Project Approval for WSDOT Bridge Maintenance and Preservation	TBD	Department of Fish & Wildlife	August 01, 2027	June 01, 2031

5. On Page 15, line 2 through Page 28, line 46, is deleted and replaced by the following:

Public Works Small and Veteran Businesses (PWSVB) Participation

(******)

Public Works Small Business Enterprise (PWSBE) – Standard Goal and Veteran-Owned Business Goal

General Statement

The participation of public works small and veteran-owned businesses are an important strategic objective for the State of Washington. Contractors shall not create barriers to open and fair opportunities for all businesses, including PWSVBs, to participate in the Work on this Contract.

PWSVB Abbreviations and Definitions

Broker – A business firm that provides a bona fide service, that assists in the procurement of personnel, facilities, equipment, materials, or supplies required for the performance of the Contract; or persons/companies who arrange or expedite transactions (i.e., arranging a transaction or service but does not provide a work product or enhancement).

Commercially Useful Function (CUF) - A firm performs a commercially useful function when it is responsible for execution of the Work of the Contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a CUF, the firm must also be responsible, with respect to materials and supplies used on the Contract, for ordering, negotiating price, paying for, determining quality and quantity, and installing (where applicable) the material itself.

The PWSVB firm does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed to obtain the appearance of PWSVB participation.

Good Faith Efforts (GFE) - Efforts to achieve either the PWSVB Condition of Award (COA) Goals at the time of Bid or the PWSVB Commitment in the PWSVB Plan at the completion of the project or other requirements of this Provision. The efforts shall demonstrate, by their scope, intensity, and appropriateness to the objective, that the Bidder can reasonably be expected to fulfill the program requirement.

Good Faith Efforts (GFE) Documentation - The documentation of the Good Faith Efforts. GFE Documentation is only required in the event that the Contractor is unable to fulfill the requirements of this Provision.

Manufacturer (PWSVB) - A PWSVB firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract. A manufacturer shall produce finished goods or products from raw or unfinished material or purchase and substantially alters goods and materials to make them suitable for construction use before reselling them.

Public Works Small Business Enterprise (PWSBE) - A public works small business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women's Business Enterprises. Public works small businesses can be located by searching the directory:

https://omwbe.wa.gov/directory-certified-businesses

Public Works Small Business Enterprise certifications are broken into three categories:

Emerging Small Business (ESB) - A PWSBE with gross receipts of less than 3 million dollars.

Rising Small Business (RSB) - A PWSBE with gross receipts of less than 10 million dollars.

Standard PWSBE - A PWSBE with gross receipts equal to or greater than 10 million dollars.

Any firms on the OMWBE Certified Business Directory with the PWSBE certification regardless whether it is an ESB, an RSB, or a Standard PWSBE can be used to fulfill the PWSBE mandatory goal on this Contract.

DBE and SBE are Federal designations and cannot be used to fulfill the mandatory State goal.

Public Works Small and Veteran Businesses (PWSVB) - The combined term to refer to both Public Works Small Business Enterprises (PWSBEs) and Veteran-Owned Businesses (VOBs).

PWSVB COA Goals - At the time of Bid, this is the minimum percentage of participation that the Bidder must commit to by submission of the PWSVB Plan and/or by GFE Documentation. Each goal is expressed as a percentage of the Bid amount (as shown on the Proposal). There are two separate COA Goals that

must be met: one for Public Works Small Business Enterprises and one for Veteran-Owned Businesses.

The Contracting Agency has established the following two enforceable COA Goals:

Public Works Small Business Enterprise (PWSBE) Goal *** 5% ***
Veteran-Owned Business (VOB) Goal *** 2% ***

PWSVB Commitment - The dollar amount and scope of work the Bidder indicates on each line of their PWSVB Plan (WSDOT Form 226-018) for each PWSBE or VOB firm. These PWSVB Commitments will be incorporated into the Contract and shall be considered Contract requirements.

Public Works Small and Veteran Business Plan (PWSVB Plan) - The plan that shows the dollar amount of the commitments for both Public Works Small Business Enterprises and Veteran-Owned Businesses to meet the PWSVB COA Goals on WSDOT Form #226-018.

Subcontractor, PWSVB - An individual, partnership, firm, corporation, or joint venture who meet the definition of a PWSVB and who is sublet part of the Contract.

Supplier, PWSVB - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Supplier, PWSVB, the firm must be an established business that engages in as its principal business and in its own name the purchase and sale of the products in question. A supplier in such items as steel, cement, gravel, stone, and petroleum products need not own, operate, or maintain a place of business if it both owns and operates distribution equipment for the products. Any supplementing of suppliers' own distribution equipment shall be by long-term formal lease agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as suppliers within the meaning of this definition.

Veteran-Owned Business (VOB) - A veteran-owned business meeting the requirements of RCW 43.60A.010 and certified by the Department of Veterans Affairs. Veteran-owned businesses can be located at:

https://www.dva.wa.gov/veterans-service-members-and-their-families/veteran-owned-businesses

Procedures Prior to Award

PWSVB Goals (Enforceable)

PWSVB COA Goals

The Contractor shall submit their PWSVB Plan (WSDOT Form 226-018) to demonstrate attainment of the PWSBE and VOB COA Goals. PWSBE and VOB Goals are independent. Work shown in the PWSVB Plan shall only apply to the PWSBE or the VOB Goal, the same Work shall not apply to both the PWSBE and the VOB Goals. If the Contractor cannot meet one or both of these Goals, GFE Documentation is required.

Demonstrating compliance with the PWSBE and VOB COA Goals is a Condition of Award of this Contract. Failure to comply with these requirements may result in the Bid being found nonresponsive.

PWSVB Commitment
The Contractor is required to utilize each PWSBE or VOB firm identified on their PWSVB Plan (WSDOT Form 226-018) for each scope of work and dollar amount listed. A firm that is registered as both a PWSBE and VOB may split the total commitment between VOB and PWSBE to attain the PWSBE and VOB COA Goals.

PWSVB Plan
To be eligible for Award of the Contract, the Bidder shall properly complete and submit a PWSVB Plan. The Bidder's PWSVB Plan shall be submitted as specified in Section 1-02.9. The PWSVB Plan must clearly demonstrate how the Bidder intends to meet both the PWSBE and VOB COA Goals. A PWSVB Plan and instructions on how to properly fill out the form are included in the Proposal package.

When the Bidder elects to utilize force account Work to meet the PWSBE or VOB COA Goals, as shown on its PWSVB Plan, the Bidder shall not commit more than 50% of the force account Bid item amount.

In the event of arithmetic errors in completing the PWSVB Plan, the amount listed to be applied towards the PWSBE or VOB Goals for each PWSVB firm shall govern and the PWSVB total amount shall be adjusted accordingly.

To be eligible for inclusion in the PWSVB Plan, PWSBE or VOB firms committed must be certified as described herein prior to the due date for Bids on the Contract.

Written Confirmation
Prior to the Award of the Contract and as specified in Section 1-02.9, the Contractor shall submit the PWSVB Subcontractor Written Confirmation Form (WSDOT Form 226-017) documentation from each PWSVB firm listed on the PWSVB Plan confirming their participation on the Contract for each amount listed in the PWSVB Plan.

Selection of Successful Bidder/Good Faith Efforts (GFE)
The Contracting Agency will consider as nonresponsive and will reject any Bid Proposal submitted that does not contain a properly completed PWSVB Plan that shows compliance with the PWSBE and VOB COA goals.

Compliance with the PWSVB COA Goals requirements may be accomplished in one of two ways:

1. <u>By meeting the PWSVB COA Goals</u>

Submission of the PWSVB Plan, showing the Bidder has obtained enough PWSBE and VOB participation to meet or exceed each of the PWSVB COA Goals

2. By documentation that the Bidder made adequate GFE to meet the PWSVB COA Goals

The Bidder may demonstrate a GFE in whole or part through documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient PWSVB participation have been unsuccessful. The Bidder must supply GFE Documentation in addition to the PWSVB Plan.

GFE Documentation shall be submitted as specified in Section 1-02.9.

Document Submittal Requirements
The Contracting Agency will review the GFE Documentation and will determine if the Bidder made an adequate GFE.

GFE Documentation Prior to Award
GFE is evaluated when determining Award of a Contract that has PWSVB COA Goals. The efforts employed by the Bidder should be commercially reasonable and demonstrate they are actively and aggressively trying to fulfill the established PWSVB COA Goals. Mere pro forma efforts are not commensurate with a GFE.

The following is a list of types of actions, which would be considered as part of the Bidder's GFE to achieve PWSVB participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

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

2. Selecting portions of the Work to be performed by PWSVBs to increase the likelihood that the PWSVB COA Goals will be achieved. This includes, where appropriate, breaking out Contract Work items into economically feasible units to facilitate PWSVB participation, even when the Bidder might otherwise prefer to perform these Work items with its own forces.

3. Providing interested PWSVBs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

    a. Negotiating in good faith with interested PWSVBs. It is the Bidder's responsibility to make a portion of the Work available to PWSVBs and to select those portions of the Work or material needs consistent with the available PWSVBs, to facilitate PWSVB participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of PWSVBs that were considered; a description of the information provided

regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for PWSVB firms to perform the Work.

b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including PWSVB subcontractors, and would take a firm's price and capabilities as well as the PWSVB COA Goals into consideration. However, the fact that there may be some additional costs involved in finding and using PWSVBs is not in itself sufficient reason for a Bidder's failure to meet the PWSVB COA Goals, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make a GFE. Bidders are not, however, required to accept higher quotes from PWSVB firms if the price difference is excessive or unreasonable.

4. Not rejecting PWSVB firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the PWSVB COA Goals.

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

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

7. Effectively using the services of available organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of PWSVB firms.

8. Documentation of GFE must include copies of each PWSVB and non-PWSVB subcontractor quotes submitted to the Bidder when a non-PWSVB subcontractor is selected over a PWSVB for Work on the Contract.

Administrative Reconsideration of GFE Documentation Prior to Award
A Bidder has the right to request reconsideration if the GFE Documentation submitted with their Bid was determined to be inadequate:

1. The Bidder must request within 48 hours of notification of being nonresponsive or forfeit the right to reconsideration.

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

3. Only original GFE Documentation submitted as a supplement to the Bid shall be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.

4. The Bidder shall have the opportunity to meet virtually with the official for the purpose of setting forth the Bidder's position as to why the GFE Documentation demonstrates a sufficient effort.

5. The reconsideration official will provide the Bidder with a written decision on reconsideration within seven calendar days of the hearing explaining the basis for their finding and at least 48 hours prior to Award.

Procedures After Execution

Commercially Useful Function (CUF)

For PWSVB subcontractor and lower tier subcontractors, a valid subcontract must fully describe the scope of Work committed to be performed by the firm. The subcontract shall incorporate the requirements of the Contract. Subcontracts of all tiers, including lease agreements, shall be made available to the Contracting Agency upon request.

The Contractor may only take credit for the payments made for Work performed by a PWSVB that is determined to be performing a CUF. Payment must be commensurate with the Work performed by the PWSVB. A PWSVB that does not perform all of its responsibilities on a Contract has not performed a CUF and their Work cannot be counted toward PWSVB Goals.

Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be readily available for review by the Contracting Agency upon request.

For a PWSVB traffic control company to be considered to be performing a CUF, the firm must be in control of its work inclusive of supervision. The firm shall employ a Traffic Control Supervisor who is directly involved in the supervision of the firm's traffic control employees and services.

Crediting Participation

Participation will be evaluated to determine if the Contractor has met both the PWSVB Commitments and COA Goals based on the final Contract amount at completion of the project.

All non-COA PWSVB firms shall be certified before the subcontract on which they are participating is executed.

When a PWSVB firm loses its certification, the participation of that PWSVB firm shall continue to count as PWSVB participation as long as

the subcontract with the PWSVB firm was executed prior to the date the PWSVB firm lost its certification.

The Contractor can only take credit for that portion of the total dollar value of the Work that is equal to the distinct, clearly defined portion of the Work that the PWSVB performs with its own forces. The value of Work performed by the PWSVB includes the cost of supplies and materials purchased by the PWSVB and equipment leased by the PWSVB, for its Work on the Contract. Supplies, materials, or equipment obtained by a PWSVB that are not utilized or incorporated in the Contract Work by the PWSVB will not be eligible for PWSVB credit.

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

PWSVB credit will not be given in instances where the equipment lease includes the operator. The PWSVB is expected to operate the equipment used in the performance of its Work under the Contract with its own forces. Situations where equipment is leased and used by the PWSVB, but payment is deducted from the Contractor's payment to the PWSVB are not allowed.

PWSVB Commitment
Payments to each PWSBE or VOB firm shall demonstrate that the PWSVB Commitment amounts have been met as shown on the PWSVB Plan.

Participation is credited to the PWSVB Commitments upon payment to the PWSBE or VOB.

Contractor Credit for Participation
Only take credit for that portion of the Work performed that the PWSVB firm did not sublet to other firms.

Subcontractor Credit for Participation
When the Contractor, subcontractor or lower-tier subcontractor are part of a PWSVB Plan, the following apply:

1. If a Contractor, subcontractor, or lower tier subcontractor subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the PWSBE or VOB Commitments and COA Goals based on the following conditions:

    a. If a PWSBE Contractor, subcontractor, or lower-tier subcontractor subcontracts to a PWSBE the value can count toward the PWSBE Commitment and COA Goal.

    b. If a PWSBE Contractor, subcontractor or lower-tier subcontractor subcontracts to a non-PWSBE, the

value cannot count toward the PWSBE Commitment and COA Goal.

c. If a VOB Contractor, subcontractor, or lower-tier subcontractor subcontracts with a VOB the value can count toward the VOB Commitment and COA Goal.

d. If a VOB Contractor, subcontractor, or lower-tier subcontractor subcontracts with a non-VOB the value cannot count toward the VOB Commitment and COA Goal.

e. Work subcontracted to a non-PWSVB does not count towards the PWSVB Commitment and COA Goals.

Broker Credit for Participation
When a PWSVB participates as a broker (i.e., arranging a transaction or service but does not provide a work product or enhancement), only the dollar value of the reasonable fee may count toward the PWSVB Commitment and COA Goals. For purposes of PWSVB Brokers, a reasonable fee shall not exceed 5 percent of the total cost of the goods or services brokered.

Manufacturer and Supplier Credit for Participation
If materials or supplies are obtained from a PWSVB Manufacturer, one hundred percent (100%) of the cost of materials or supplies can count toward the PWSVB Commitment and COA Goals.

One hundred percent (100%) of the cost of materials or supplies purchased from a PWSVB Supplier may be credited toward meeting the PWSVB Commitment and COA Goals. If the role of the PWSVB Supplier is determined to be that of a pass-through, then no credit will be given for its services. If the role of the PWSVB Supplier is determined to be that of a Broker, then credit shall be limited to the fee or commission it receives for its services, subject to the Special Provision listed in “Broker Credit for Participation.”

Force Account Work
One hundred percent (100%) of the actual amounts paid to a PWSVB shall count toward the PWSVB Commitment and COA Goals.

Service Provider Credit for Participation
When a PWSVB participates as a service provider or consultant and provides a bona fide service such as professional, technical, consultant, or managerial services, 100% of the actual amounts paid counts toward the PWSVB Commitment and COA Goals if the firm performs a CUF.

Trucking Credit for Participation
PWSVB trucking firm participation may only be credited as participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also certified as a supplier. In situations where the firm’s work is priced per ton, the

value of the hauling service must be calculated separately from the value of the materials in order to determine credit for hauling.

The PWSVB trucking firm must own and operate at least one licensed, insured, and operational truck on the Contract. The truck must be of the type that is necessary to perform the hauling duties required under the Contract. The firm receives credit for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs.

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

The trucking Work subcontracted to any non-PWSVB trucking firm will not receive credit for Work done on the project. The PWSVB trucking firm may lease trucks from a non-PWSVB truck leasing company but can only receive credit as PWSVB participation if the PWSVB firm uses its own employees as drivers.

PWSVB credit for a truck broker is limited to the fee/commission that the firm receives for arranging transportation services, subject to the Special Provision listed in “Broker Credit for Participation.”

Reporting Participation for Credit
The Contractor and any subcontractor, supplier, service provider, broker, or manufacturer of any tier that utilize PWSVB firms to perform Work on the project, shall maintain appropriate records that will enable the Engineer to verify PWSVB participation throughout the life of the project.

Refer to Section 1-08.1 for additional reporting requirements associated with this Contract. The Contractor shall report amounts paid in accordance with Section 1-08.1 in order to receive credit for participation.

Joint Checks
A joint check is a check between a Subcontractor and the Contractor to the supplier of materials/supplies. The check is issued by the Contractor as payer to the Subcontractor and the material supplier jointly for items to be incorporated into the project. The PWSVB must release the check to the supplier, while the Contractor acts solely as the guarantor.

The Contractor shall submit the DBE Joint Check Request Form (WSDOT Form 272-053) for the Engineer’s approval prior to using a joint check. The form must accompany the PWSVB Joint Check Agreement between the parties involved, including the conditions of the arrangement and expected use of the joint checks.

The approval to use joint checks and their use will be closely monitored by the Engineer. To receive PWSVB credit for performing a CUF with respect to obtaining materials and supplies, the PWSVB must “be

responsible for negotiating price, determining quality and quantity, ordering the material, installing and paying for the material itself."

Material costs paid by the Contractor directly to the material supplier are not allowed. If proper procedures are not followed or the Engineer determines that the arrangement results in lack of independence for the PWSVB firm involved, no PWSVB credit will be given for the participation as it relates to the material cost.

Changes in PWSVB Commitment
The Contractor shall utilize the PWSVB Commitment firms to perform all of the Work and supply all of the materials for which each is committed unless otherwise approved in writing by the Engineer. Any reduction in the Work committed to any PWSVB Commitment firm, or performance of Work previously designated for a PWSVB Commitment firm by any other firm or by the Contractor's own forces, shall be considered a termination, and requires the prior written consent of the Engineer. Termination requests shall be submitted in writing to the Engineer, who will either grant or deny such request in writing. No termination will become effective unless and until the Engineer provides written approval. Changes to PWSVB Commitments will be documented in accordance with Section 1-04.4 and shall be considered amendments to the Contractor's PWSVB Plan.

Approval of PWSBE Termination
Termination of a PWSVB Commitment is only allowed in whole or in part for good cause and with written approval of the Engineer. If a PWSVB Commitment is terminated without the written approval of the Engineer, the Contractor shall not be entitled to payment for Work or material committed to, but not performed/supplied by, the PWSVB firm. In addition, the Contractor may be subject to the remedies set forth elsewhere in this Special Provision.

Prior to requesting approval to terminate a PWSVB Commitment, the Contractor shall give notice in writing to the PWSVB firm with a copy to the Engineer of its intent to request to terminate PWSVB Commitment Work and shall cite the cause for doing so, with supporting documentation. The PWSVB firm shall have five (5) calendar days to respond to the Contractor's notice. The PWSVB firm's response shall either support the termination or advise the Engineer and the Contractor of the reasons it objects to the termination.

Cause for Termination
The Contractor must have good cause to terminate a PWSVB Commitment. Good cause includes situations where the PWSVB firm is unable or unwilling to perform the work of its subcontract. Good cause may exist if:

1. The PWSVB firm fails or refuses to execute a written contract.

2. The PWSVB firm fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards.

3. The PWSVB firm fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements.

4. The PWSVB firm becomes bankrupt, insolvent, or exhibits credit unworthiness.

5. The PWSVB firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.

6. The PWSVB firm is ineligible to receive credit for the type of work involved.

7. The PWSVB firm voluntarily withdraws from the project and provides written notice of its withdrawal.

8. The PWSVB firm's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.

9. The PWSVB firm's owner dies or becomes disabled with the result that the PWSVB Commitment firm is unable to complete its work on the Contract.

Good cause does not exist if:

1. The Contractor seeks to terminate a PWSVB Commitment so that the Contractor can self-perform the work.

2. The Contractor seeks to terminate a PWSVB Commitment so the Contractor can substitute another PWSVB firm or non-PWSVB firm after Contract Award.

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

Owner-Initiated Changes

In instances where the Engineer makes changes that result in changes to Work that was part of a PWSVB Commitment, the Contractor may be directed to substitute for the Work. The Contractor shall notify the Engineer if any Contracting Agency initiated change impacts the PWSVB Commitment or COA Goal, prior to any changes to the Contract. Changes will be addressed in accordance with Section 1-04.4.

Contractor-Initiated Changes
The Contractor cannot change the scope or reduce the amount of Work as part of a PWSVB Commitment without good cause. Reducing a PWSVB Commitment is viewed as a partial termination, and therefore subject to the termination procedures above.

Quantity Underruns
If a variation in estimated quantities occurs that affects a PWSVB Commitment, that unmet Commitment will not be considered a termination, provided that the Contractor can demonstrate that the variation in quantities directly impacted the Commitment. The Contractor shall provide such documentation if requested by the Engineer.

The Contractor may be required to substitute other remaining Work to another PWSVB firm to meet the PWSVB Commitment and COA Goals committed to in their PWSVB Plan.

Good Faith Effort (GFE) Documentation After Execution
If the Contractor fails to fulfill the PWSVB Commitment and COA Goals, a Good Faith Effort shall be submitted for approval. GFE Documentation shall meet the requirements of the Special Provision "GFE Documentation Prior to Award".

In addition, the GFE Documentation shall address the impact of overruns and underruns on the ability of the Contractor to meet the PWSVB Commitment and COA Goals committed to in their PWSVB Plan. Overruns and underruns may be considered a reason for not attaining the PWSVB Commitment and COA Goals committed to in their PWSVB Plan. The GFE Documentation shall include enough information for the Engineer to evaluate the impact the overrun or underrun had on the PWSVB participation.

Administrative Reconsideration of GFE Documentation After Execution
When the Contracting Agency's GFE Documentation review determines a GFE has no merit, the Contractor has the right to request reconsideration of the Contracting Agency's determination.

1. The Contractor must request reconsideration within five (5) business days of notification of GFE Documentation being deemed inadequate.

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

3. Only original GFE Documentation submitted shall be considered. The Contractor shall not introduce new documentation at the reconsideration hearing.

4. The Contractor shall have the opportunity to meet virtually with the official for the purpose of setting forth the Contractor's

position as to why the GFE Documentation demonstrates a sufficient effort.

5. The reconsideration official will provide the Contractor with a written decision on reconsideration within seven calendar days of the hearing, explaining the basis for their finding.

Remedies for Failure to Meet PWSVB Requirements
Upon completion of a project, a Prime Contractor Performance Report will document whether the Contractor met the PWSVB Commitment and COA Goals in their PWSVB Plan or GFE Documentation. Failure to meet the PWSVB Commitments and COA Goals in the PWSVB Plan or provide an acceptable GFE may lead to the following:

1. Suspension of a Contractor's prequalification; and/or

2. Withholding from the Contractor of an amount up to the value of the un-met PWSBE or VOB Commitments

Failure to utilize the PWSVB firms listed in the PWSVB Plan for the Work for which they were listed, unless termination was approved in writing by the Engineer, will be reflected on the Prime Contractor Performance Report.

Payment
Compensation for all costs involved with complying with the conditions of this Special Provision and any other costs associated with PWSVB requirements shall be included in the associated items of Work, unless otherwise specified in the Contract.

6. On Page 30, lines 49 through 51 are revised to read as follows:

   The Contractor shall not begin work that prevents the bridge from opening to Marine Traffic earlier than March 1, 2027 [~~September 14, 2026~~], as allowed in the US Coast Guard Rule Deviation included in Appendix D.

7. On Page 31, lines 10 through 12 are revised to read as follows:

   All work requiring bridge closure to marine traffic shall be completed between March 1, 2027 [~~Sept. 14, 2026~~], and August 27, 2027 [~~Dec. 11, 2026~~], as indicated in the US Coast Guard Rule Deviation included in Appendix D.

8. On Page 31, line 42 is revised to read as follows:

   Charging of contract time will resume March 1, 2027 [~~September 14, 2026~~].

9. On Page 34, lines 1 through 9 are revised to read as follows:

   ***
   World Music Day:
   Monday, June 21, 2027 [~~Sunday, June 21, 2026~~].

   Grays Harbor County Fair:
   Likely between July 28, 2027, and August 7, 2027 [~~Wednesday July 29 through Saturday, August 1, 2026~~].

[~~**Hoquiam Logger's Playday Festival:**~~
~~Saturday, September 12, 2026~~]. ***

10. On Page 41, lines 4 through 48 are revised to read as follows:

Equipment and Containment
The Contractor shall submit a Type 1 Working Drawing consisting of all equipment for [~~cleaning the concrete and steel surfaces, and~~] mixing and applying the polyester concrete.

[~~The HMWM resin, and abrasive blasting materials, shall be contained and restricted to the surface receiving the polyester concrete only, and shall not escape to the surrounding environment. The Contractor shall submit a Type 1 Working Drawing consisting of the method and materials used to collect and contain the HMWM resin, and abrasive blasting materials.~~

~~**Surface Preparation**~~
~~The concrete and steel surfaces shall be prepared by removing all material which may act as a bond breaker between the surface and the polyester concrete. Surface cleaning shall be by abrasive blasting. Precautions shall be taken to ensure that no dust or debris leaves the bridge deck and that all traffic is protected from rebound and dust.~~

~~If the concrete or steel surfaces become contaminated, the contaminated areas shall be recleaned by abrasive blasting.~~

~~**Application of Prime Coat**~~
~~Application of the HMWM prime coat and the polyester concrete shall not begin if rain is forecast within 12 hours of completion of the Work. The area receiving the prime coat shall be dry and had no rain within the past 12 hours. Immediately prior to applying the prime coat, the surfaces shall be cleaned to remove accumulated dust and any other loose material.~~

~~The concrete bridge deck surface shall be between 50F and 85F when applying the prime coat.~~

~~The Contractor shall apply one coat of promoted/initiated wax-free HMWM resin to the prepared concrete and steel surfaces immediately before placing the polymer concrete. The promoted/initiated resin shall be worked into the concrete in a manner to assure complete coverage of the area receiving polyester concrete. A one pint sample of each batch of promoted/initiated HMWM resin shall be retained and submitted to the Engineer at the time of primer application.~~

~~The prime coat shall cure for 30 minutes minimum before beginning placement of the polyester concrete. Placement of the polymer concrete shall not proceed until the Engineer verifies that the HMWM resin was properly promoted and initiated, as evidenced by the HMWM batch sample.~~

~~If the primed surface becomes contaminated, the contaminated area shall be cleaned by abrasive blasting and reprimed.~~]

11. On Page 42, lines 22 through 29 are revised to read as follows:

Polyester Concrete Placement

Polyester concrete shall be placed under climate conditions meeting the requirements of the manufacturer. Immediately prior to applying the prime coat, the surfaces shall be cleaned to remove accumulated dust and any other loose material.
[~~The polyester concrete shall be placed within two hours of placing the prime coat.~~]

Polyester concrete shall be placed within 15 minutes following initiation. Polyester concrete that is not placed within this time shall be discarded.

[~~The surface temperature of the area receiving the polyester concrete shall be the same as specified above for the HMWM prime coat.~~]

12. On Page 49, lines 33 through 43 are revised to read as follows:

(******)
Structural Carbon Steel will be paid for on a lump sum basis and contains the following approximate steel quantities:

Bridge Element	**Quantity**
High strength bolts with nuts [~~and flat washers~~]	4,868 [~~4,392~~] Each.
[~~½ in. bar~~	~~809 Lbs.~~]
Beveled washers	368 [~~344~~] Each
Flat washers	4,500 Each
Steel curb	187 L.F.
Shear studs	990 [~~420~~] Each
Spacer and tapered plates	3,661 [~~1,878~~] Lbs.

13. The Hydraulic Project Approval (HPA) included in Appendix B is supplemented with the attached Draft Hydraulic Project Approval (HPA).

14. The US Coast Guard Rule Deviation included in Appendix D is deleted in its entirety and replaced with the attached, updated US Coast Guard Rule Deviation.

Plans

1. Plan Sheets 2 and 12 are revised as clouded, shaded, and noted on the attached sheets.

2. Plan Sheet 3A is added.

Proposal

1. On Page 1, Item No. 3, “Removal and Disposal of Asbestos Material” is deleted.

Bidders shall furnish the Secretary of Transportation with evidence of the receipt of this addendum. This addendum will be incorporated in the contract when awarded and when formally executed.

Troy Cowan
Olympic Region Administrator

Attachment(s):

Appendix B of the Special Provisions: Draft Hydraulic Project Approval (HPA)

Appendix D of the Special Provisions: Coast Guard Rule Deviation (Rev. 5/21/26)

Sheets 2 and 12 of the Plans (multiple revision dates)

Sheet 3A (New – 4/16/26)

Page 1 of the Proposal (Rev. 5/4/26)