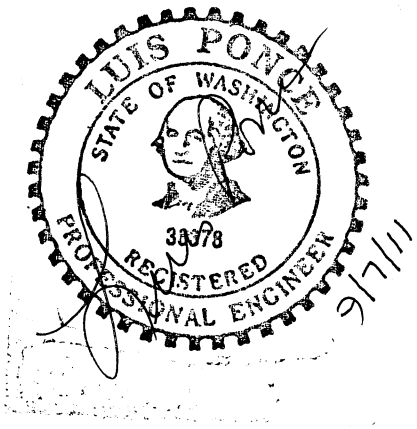
CONTRACT DOCUMENTS
FOR:

CITY OF FERNDALE, WASHINGTON
EATON, SOMERSET, WILLARD, AND WASHINGTON SEWER PROJECT NO. SS2011-01

Consisting of:

Bid Documents
Contract Forms
Specifications & Conditions
Drawings



Plans Provided for:

City of Ferndale
Janice Marlega, P.E., Public Works Director
2095 Main Street
Ferndale, WA 98248
Phone: (360) 384-4006

Engineer:

Reichhardt & Ebe Engineering, Inc.
423 Front Street
Lynden, WA 98264
Phone: (360) 354-3687
Fax: (360) 354-0407

EATON, SOMERSET, WILLARD, AND WASHINGTON SEWER PROJECT
FERNDALE, WASHINGTON

TABLE OF CONTENTS

BID PROCEDURES AND CONDITIONS

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INVITATION FOR BID

CITY OF FERNDALE
EATON, SOMERSET, WILLARD, AND WASHINGTON SEWER PROJECT

Sealed bid proposals will be received by the City of Ferndale at Ferndale City Hall, 2095 Main Street, Ferndale, Washington, 98248, (360) 685-2379, until 11 a.m. on the 22th day of September 2011, and will then and there be opened and publicly read for the installation of approximately 3,300 linear feet of 8 inch and 10 inch sanitary sewer main, from the intersection of Washington and 2nd Avenue northerly to the end of Cedar Street. Work will include removal of existing pavement; trench excavation; sanitary sewer installation; grading; placing gravel base and crushed surfacing; hot mix asphalt paving; and other work in accordance with the Contract Plans, Special Provisions, the Standard Specifications, including the amendments thereto, and Standard Plans.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond and payment bond both in an amount of 100 percent (100%) of the contract price within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Ferndale. All bidders and subcontractors shall have a contractor's license to work in the State of Washington and a City of Ferndale Business License.

Maps, plans, and specifications may be obtained from the Ferndale City Hall upon payment in the amount of $43 for specifications and plan sets. Informational copies of maps, plans and specifications are on file for inspection in the Ferndale City Hall, 2095 Main Street, Ferndale, Washington 98248 and may also be viewed on the City of Ferndale's web site.

The City of Ferndale in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Bidders, prior to submittal of a bid, may attend a pre-bid conference with the Project Engineer. The meeting will start at 10 a.m. September 15, 2011, at the Ferndale City Hall, 2095 Main Street, Ferndale, Washington 98248. A jobsite visit may follow upon request.

Sam Taylor
City Clerk
City of Ferndale
Published September 7, 2011 and September 14, 2011, Ferndale Record Journal

BID PROPOSAL FORMS

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BID PROPOSAL FORM

Eaton, Somerset, Willard, and Washington Sewer Project
City of Ferndale

ITEM NO.	APPROX. QUANTITY	ITEM	UNIT PRICE	TOTAL
		BASE BID		
1	1 LS	Mobilization 1-09.7	$ per LS	
2	1 EST	Minor Changes 1-04	$ per EST	15,000.00
3	1 LS	Spill Prevention, Control & Countermeasures Plan 1-07	$ per LS	
4	610 HR	Flaggers and Spotters 1-10	$ per HR	$
5	80 HR	Other Traffic Control Labor 1-10	$ per HR	$
6	1 LS	Project Temporary Traffic Control 1-10	$ per LS	
7	7,000 LF-IN	Sawcut ACP 2-02	$ per LF-IN	$
8	1 LS	Removal of Structures and Obstructions 2-02	$ per LS	
9	25 M. Gal	Water 2-07	$ per M. Gal	$
10	420 TON	Gravel Base 4-02	$ per TON	$
11	420 TON	Crushed Surfacing Top Course 4-04	$ per TON	$
12	270 TON	Commercial HMA 5-04	$ per TON	$

BID PROPOSAL FORM
Eaton, Somerset, Willard, and Washington Sewer Project
City of Ferndale

ITEM NO.	APPROX. QUANTITY	ITEM	UNIT PRICE	TOTAL
13	1 CALC	Job Mix Compliance Price Adjustment 5-04	CALC	$0.00
14	1 CALC	Compaction Price Adjustment 5-04	CALC	$0.00
15	1 LS	ESC Lead 8-01	LS	$
16	7 EA	Inlet Protection 8-01	$ per LS	$
17	1 EST	Erosion/Water Pollution Control 8-01	EST	$ 4,000.00
18	170 CY	Topsoil Type A 8-01	$ per CY	$
19	1,400 SY	Seeded Lawn Installation 8-01	$ per SY	$
20	1 EST	Landscape Restoration 8-02	EST	$ 8,000.00
21	420 LF	Paint Line 8-22	$ per LF	$
22	4 EA	Removing Manhole 2-02	$ per EA	$
23	2 EA	Removing Cleanout 2-02	$ per EA	$
24	2,210 CY	Structure Excavation Cl B Including Haul 2-09	$ per CY	$
25	16,000 SF	Shoring or Extra Excavation Cl B 2-09	$ per SF	$

BID PROPOSAL FORM
Eaton, Somerset, Willard, and Washington Sewer Project
City of Ferndale

ITEM NO.	APPROX. QUANTITY	ITEM	UNIT PRICE	TOTAL
26	3,930 TON	Gravel Base 4-02	$ per TON	$
27	4 EA	Manhole 48 In. Diam Type 1 7-05	$ per EA	$
28	4 EA	Manhole 48 In. Diam Type 3 7-05	$ per EA	$
29	1 LS	Adjustments to Finished Grade 7-05	LS	$
30	300 CY	Removal and Replacement of Unsuitable Material Including Haul 7-17	$ per CY	$
31	350 LF	PVC Sanitary Sewer Pipe, 6 In. Diam. 7-17	$ per LF	$
32	470 LF	PVC Sanitary Sewer Pipe, 8 In. Diam. 7-17	$ per LF	$
33	1,200 LF	PVC Sanitary Sewer Pipe, 10 In. Diam. 7-17	$ per LF	$
34	2 EA	Sewer Cleanout 7-19	$ per EA	$
35	540 TON	Quarry Spalls 8-15	$ per TON	$
36	35 EA	Pothole Existing Underground Utility 8-30	$ per EA	$
37	1 EST	Repair Ex. Public & Private Facilities 8-31	EST	$ 7,000.00

Subtotal Base Bid $ _____

Total Sales Tax @ 8.5% (Base Bid Items 22-36) $ _____

Total Base Bid (Including Tax) $ _____

BID PROPOSAL FORM

Eaton, Somerset, Willard, and Washington Sewer Project
City of Ferndale

ITEM NO.	APPROX. QUANTITY	ITEM	UNIT PRICE	TOTAL

Alternate A1-Sanitary Sewer Between Eaton and Somerset Alley to Cedar

A1- 1	1 LS	Mobilization 1-09.7	$ LS	
A1- 2	1 EST	Minor Changes 1-04	$ EST	10,000.00
A1- 3	1 LS	Spill Prevention, Control & Countermeasures Plan 1-07	$ LS	
A1- 4	410 HR	Flaggers and Spotters 1-10	$ per HR	$
A1- 5	60 HR	Other Traffic Control Labor 1-10	$ per HR	$
A1- 6	1 LS	Project Temporary Traffic Control 1-10	$ LS	
A1- 7	4,200 LF-IN	Sawcut ACP 2-02	$ per LF-IN	$
A1- 8	1 LS	Removal of Structures and Obstructions 2-02	$ LS	
A1- 9	20 M. Gal	Water 2-07	$ per M. Gal	$
A1- 10	250 TON	Gravel Base 4-02	$ per TON	$
A1- 11	350 TON	Crushed Surfacing Top Course 4-04	$ per TON	$
A1- 12	250 TON	Commercial HMA 5-04	$ per TON	$

BID PROPOSAL FORM
Eaton, Somerset, Willard, and Washington Sewer Project
City of Ferndale

ITEM NO.	APPROX. QUANTITY	ITEM	UNIT PRICE	TOTAL
A1- 13	1 CALC	Job Mix Compliance Price Adjustment 5-04		
			CALC	$0.00
A1- 14	1 CALC	Compaction Price Adjustment 5-04		
			CALC	$0.00
A1- 15	1 LS	ESC Lead 8-01		
			LS	$
A1- 16	3 EA	Inlet Protection 8-01		
			$ per EA	$
A1- 17	1 EST	Erosion/Water Pollution Control 8-01		
			EST	$ 3,000.00
A1- 18	65 CY	Topsoil Type A 8-01		
			$ per CY	$
A1- 19	600 SY	Seeded Lawn Installation 8-01		
			$ per SY	$
A1- 20	1 EST	Landscape Restoration 8-02		
			EST	$ 8,000.00
A1- 21	350 LF	Paint Line 8-22		
			$ per LF	$
A1- 22	5 EA	Removing Manhole 2-02		
			$ per EA	$
A1- 23	2,100 CY	Structure Excavation Cl B Including Haul 2-09		
			$ per CY	$
A1- 24	15,300 SF	Shoring or Extra Excavation Cl B 2-09		
			$ per SF	$
A1- 25	4400 TON	Gravel Base 4-02		
			$ per TON	$

BID PROPOSAL FORM

Eaton, Somerset, Willard, and Washington Sewer Project
City of Ferndale

ITEM NO.	APPROX. QUANTITY	ITEM	UNIT PRICE	TOTAL
A1- 26	4 EA	Manhole 48 In. Diam Type 1 7-05	$ per EA	$
A1- 27	2 EA	Manhole 48 In. Diam Type 3 7-05	$ per EA	$
A1- 28	1 LS	Adjustments to Finished Grade 7-05	LS	$
A1- 29	250 CY	Removal and Replacement of Unsuitable Material Including Haul 7-17	$ per CY	$
A1- 30	220 LF	PVC Sanitary Sewer Pipe, 6 In. Diam. 7-17	$ per LF	$
A1- 31	1,650 LF	PVC Sanitary Sewer Pipe, 10 In. Diam. 7-17	$ per LF	$
A1- 32	450 TON	Quarry Spalls 8-15	$ per TON	$
A1- 33	40 EA	Pothole Existing Underground Utility 8-30	$ per EA	$
A1- 34	1 EST	Repair Ex. Public & Private Facilities 8-31	EST	$ 7,000.00

Subtotal Alternate A1 $ _____

Total Sales Tax @ 8.5% (Alternate A1 Bid Items 22-33) $ _____

Total Alternate A1 (Including Tax) $ _____

TOTAL BASE BID AND ALTERNATE A1 (INCLUDING TAX) $ _____

BID PROPOSAL

FOR

EATON, SOMERSET, WILLARD, AND WASHINGTON SEWER PROJECT
FERNDALE, WASHINGTON

Date: _____

TO: City of Ferndale

Gentlepersons:

This certifies that the Undersigned: has examined the location of the project site and the conditions of work; and has carefully read and thoroughly understands the contract documents entitled: "**EATON, SOMERSET, WILLARD, AND WASHINGTON SEWER PROJECT**", in Ferndale, including the "Bid Procedures and Conditions", "Specifications and Conditions", "Contract Forms", and "Plans" governing the work embraced in this project and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said contract documents, and agrees to accept as payment for said work, the schedule of lump sum and unit prices as set forth in the "Bid" below.

The Undersigned acknowledges that payment will be based on the actual work performed and material used as measured or provided for in accordance with the said contract documents, and that no additional compensation will be allowed for any taxes not included in each lump sum or unit price, and that the basis for payment will be the actual work performed and measured or provided for in accordance with the said contract documents.
Bid Proposal cont'

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

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

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BIDDER IDENTIFICATION

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: _____

Address: _____

_____

Telephone: _____ Fax: _____

Contractor's Number: _____

The Firm submitting this proposal is a _____Sole Proprietorship
_____Partnership
_____Corporation

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

_____ _____
_____ _____
_____ _____
_____ _____

NOTE: Signatures of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid.

BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximation estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

☐	CASH	IN THE AMOUNT OF_____
☐	CASHIER'S CHECK	_____DOLLARS
☐	CERTIFIED CHECK	($_____) PAYABLE TO THE CITY OF FERNDALE
☐	PROPOSAL BOND	IN THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged by addendum(s) No.(s) _____, _____, & _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED) _____

_____
SIGNATURE

_____
FIRM NAME

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 2011, before me personally appeared _____ to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

NOTARY PUBLIC, in and for the
State of Washington, residing at:

_____
My Commission Expires: _____

This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the City of Ferndale will be cause for considering the proposal irregular and for subsequent rejection of the bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we of _____, as principal, and the _____a corporation duly organized under the laws of the State of _____and having its principal place of business at _____, in the State of Washington, as Surety, are held and firmly bound unto the City of Ferndale, a Municipal Corporation in the State of Washington, in the full and penal sum of five percent (5%) of the total bid amount appearing on the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the principal herein is herewith submitting his or its bid proposal for, **EATON, SOMERSET, WILLARD, AND WASHINGTON SEWER PROJECT**, said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the contract be awarded to said PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said contract and shall furnish the performance bond as required by the bidding and contract documents within a period of five (5) days from and after said award, exclusive of the day of such award, then its obligation to pay the above-mentioned penal sum as liquidated damages shall be null and void, otherwise it shall remain and be in full force and effect.

SIGNED AND SEALED this _____ day of _____, 2011.

Principal

By _____ (Seal)

Surety

By _____
Attorney-In-Fact

The Attorney-in-fact who executes this bond on behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

SPECIFICATIONS AND CONDITIONS

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INTRO.AP1

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2010 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.

1-01.AP1

SECTION 1-01, DEFINITIONS AND TERMS

August 2, 2010

1-01.2(1) Associations and Miscellaneous

The abbreviation and definition "AREA American Railway Engineering Association" is replaced with the following:

AREMA American Railway Engineering and Maintenance Association

1-02.AP1

SECTION 1-02, BID PROCEDURES AND CONDITIONS

July 11, 2011

1-02.5 Proposal Forms

The first paragraph is revised to read:

At the request of a prequalified Bidder, the Contracting Agency will provide a physical Proposal Form for any project on which the Bidder is eligible to Bid. For certain projects selected at the sole discretion of the Contracting Agency, the Bidder may also be authorized to access an electronic Proposal Form for submittal via Trns·Port Expedite® software and BidExpress®.

1-02.6 Preparation of Proposal

The first paragraph is revised to read:

The Contracting Agency will accept only those Proposals properly executed on physical forms it provides, or electronic forms that the bidder has been authorized to access. Unless it approves in writing, the Contracting Agency will not accept Proposals on forms attached to the Plans and stamped "Informational".

The second paragraph is revised to read:

All prices shall be in legible figures (not words) written in ink or typed, and expressed in U.S. dollars and cents. The Proposal shall include:

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

2. An extension for each unit price (omitting digits more than two places to the right of the decimal point), and

3. The total Contract price (the sum of all extensions).

In the space provided on the signature sheet, the Bidder shall confirm that all Addenda have been received.

The third paragraph is revised to read:

The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprises (DBE) Utilization Certification, when required by the Special Provisions. For each and every DBE firm listed on the Bidder's completed DBE Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidders completed DBE Utilization Certification. WSDOT Form 422-031 EF (DBE Written Confirmation Document) is available for this purpose. Bidder must submit good faith effort documentation with the DBE Utilization Certification **ONLY In The Event** the bidder's efforts to solicit sufficient DBE participation have been unsuccessful. Directions for delivery of the DBE Written Confirmation Documents and DBE Good Faith Effort documentation are included in Section 1-02.9 Delivery of Proposal and Section 1-02.10 Withdrawing, Revising or Supplementing Proposal.

1-02.7 Bid Deposit

This section is revised to read:

A deposit of at least 5-percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier's check, or a proposal bond (Surety bond). For projects that are selected by the Contracting Agency to be bid electronically, the proposal bond may be in either a physical format, or an electronic format via Surety2000.com or Insurevision.com and BidExpress®. When a physical bid deposit or proposal bond is furnished to accompany an electronic Proposal Form, the Bid deposit shall be received by the Contracting Agency at the location specified for receipt of bids prior to the time set for receipt of Bids. Any proposal bond shall be on a form acceptable to the Contracting Agency and shall be signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify the minimum 5-percent required. The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a Bid deposit of a minimum of 5-percent with the Bid or as a physical supplement to the electronic Proposal Form shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

1-02.8(2) Lobbying Certification
The last paragraph is revised to read:

The Certification for Federal-Aid Contracts (Form DOT 272-040) may be reproduced from the Proposal form. The disclosure form is available from the Washington State Department of Transportation's Contract Ad & Award Office, Transportation Building, Olympia, Washington 98504.

1-02.9 Delivery of Proposal
This section is revised to read:

For projects scheduled for bid opening in Olympia, each Proposal shall be sealed and submitted in the envelope provided with it, or electronically via Trns·Port Expedite® software and BidExpress® at the location and time identified in Section 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and delivery.

For projects scheduled for bid opening in other locations, each Proposal shall be sealed and submitted in the envelope provided with it, at the location and time identified in Section 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and delivery.

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.

NOTE: Certain documents that are required for an electronic Bid Proposal to be responsive CANNOT be submitted electronically via Trns·Port Expedite® software and BidExpress®. These documents include:

1. DBE Written Confirmation Documents; and,

2. Good Faith Effort Documentation; and,

3. Cash, certified checks, cashier's checks, or a proposal bond (Surety bond) in formats other than via Surety2000.com or Insurevision.com.

The Bidder shall provide all documents that are required for an electronic Bid Proposal to be responsive (but cannot be submitted electronically via Trns·Port Expedite® software and BidExpress®) as a supplement to their electronic Bid Proposal in one of the following methods:

1. Physically in a sealed envelope marked as "BID SUPPLEMENT" and bearing the Bidders company name, project title, Bid date, and description of contents (for

example: DBE Written Confirmation, DBE Good Faith Efforts, Proposal Deposit, etc.); or,

2. Except for Item #3 above, by facsimile to the following FAX number: (360) 705-6966.

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

1-02.10 Withdrawal or Revision of Proposal
This section including title is revised to read:

Withdrawing, Revising, or Supplementing Proposal
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

2. The Contracting Agency receives the request before the time set for receipt of Proposals.

The original physical Bid Proposal may be supplemented, or revised and resubmitted as the official Bid Proposal if the Contracting Agency receives it before the time set for receipt of Proposals. Faxed Bid revisions and supplements will be accepted only if they are submitted in accordance with the "Example Format for Facsimile Bid Changes" instructions posted on the WSDOT website at http://www.wsdot.wa.gov/biz/contaa/bulletin/.

E-mailed requests to withdraw, revise or supplement a Proposal are not acceptable. The contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible FAX document transmissions, and such documents may be rejected as incomplete at the Bidders risk.

The Contracting Agency will not accept requests to revise or withdraw electronic **Bid Proposals**. Such requests shall be furnished directly to BidExpress® and in accordance with their terms and conditions.

1-02.13 Irregular Proposals
In the first paragraph, Item h beneath item number 1 is revised to read:

h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Utilization Certification, if applicable, as required in Section 1-02.6;

In the first paragraph, item I beneath item number 1 is revised to read:

i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or

if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;

Item 1 in the first paragraph is supplemented with the following:

j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made; or

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

1-06.AP1
SECTION 1-06, CONTROL OF MATERIALS
January 3, 2011

1-06.1 Approval of Materials Prior to Use
This section is supplemented with the following new sub-section:

1-06.1(4) Fabrication Inspection Expense
In the event the Contractor elects to have items fabricated beyond 300 miles from Seattle, Washington the Contracting Agency will deduct from payment due the Contractor costs to perform fabrication inspection on the following items:

- Steel Bridges and Steel Bridge components
- Cantilever Sign Structures and Sign Bridges
- Prestressed Concrete Girders and Precast Bridge Components
- Cylindrical, Disc, Pin, and Spherical Bearings
- Modular Expansion Joints
- Epoxy Coated Reinforcing Steel
- Painted and Powder Coated Luminaire and Signal Poles
- Additional items as may be determined by the Engineer

The deductions for fabrication inspection costs will be as shown in the Payment Table below.

Zone	Place of Fabrication	Reduction in Payment
1	Within 300 airline miles from Seattle	None
2	Between 300 and 3,000 airline miles from Seattle	$700.00 per *inspection day
3	Over 3,000 airline miles from Seattle	$1,000 per *inspection day, but not less than $2,500 per trip

*Note - An inspection day includes any calendar day or portion of a calendar day spent inspecting at or traveling to and from a place of fabrication.

Where fabrication of an item takes place in more than one zone, the reduction in payment will be computed on the basis of the entire item being fabricated in the furthest of zones where any fabrication takes place on that item.

The rates for Zone 2 and 3 shall be applied for the full duration time of all fabrication inspection activities to include but not limited to; plant approvals, prefabrication meetings, fabrication, coatings and final inspection.

1-06.2(2)A General

Table 2 "Pay Factors" on page 1-39 is revised to read:

Table 2
Pay Factors

PAY FACTOR	Minimum Required Percent of Work Within Specification Limits for a Given Factor (PU + PL) – 100														
Category	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66	n=67 to ∞
1.05						100	100	100	100	100	100	100	100	100	100
1.04					100	99	97	95	96	96	96	97	97	97	97
1.03				100	98	96	94	92	93	93	94	95	95	96	96
1.02				99	97	94	91	89	90	91	92	93	93	94	94
1.01	100	100	100	98	95	92	89	87	88	89	90	91	92	92	93
1.00	69	75	78	80	82	83	84	85	86	87	88	89	90	91	92
0.99	66	72	76	78	80	81	82	83	84	85	86	87	89	90	91
0.98	64	70	74	76	78	79	80	81	82	84	85	86	87	88	90
0.97	63	68	72	74	76	77	78	79	81	82	83	84	86	87	88
0.96	61	67	70	72	74	75	76	78	79	81	82	83	84	86	87
0.95	59	65	68	71	72	74	75	76	78	79	80	82	83	84	86
0.94	58	63	67	69	71	72	73	75	76	78	79	80	82	83	85
0.93	57	62	65	67	69	71	72	73	75	76	78	79	80	82	84
0.92	55	60	63	66	68	69	70	72	73	75	76	78	79	81	82
0.91	54	59	62	64	66	68	69	70	72	74	75	76	78	79	81
0.90	53	57	61	63	65	66	67	69	71	72	74	75	77	78	80
0.89	51	56	59	62	63	65	66	68	69	71	72	74	75	77	79
0.88	50	55	58	60	62	64	65	66	68	70	71	73	74	76	78
0.87	49	53	57	59	61	62	63	65	67	68	70	71	73	75	77
0.86	48	52	55	58	59	61	62	64	66	67	69	70	72	74	76

(Continued)

Table 2
Pay Factors (continued)

PAY FACTOR	Minimum Required Percent of Work Within Specification Limits for a Given Factor ($P_U + P_L$) – 100														
Category	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66	n=67 to ∞
0.85	46	51	54	56	58	60	61	62	64	66	67	69	71	72	75
0.84	45	49	53	55	57	58	60	61	63	65	66	68	70	71	73
0.83	44	48	51	54	56	57	58	60	62	64	65	67	69	70	72
0.82	43	47	50	53	54	56	57	59	61	62	64	66	67	69	71
0.81	41	46	49	51	53	55	56	58	59	61	63	64	66	68	70
0.80	40	44	48	50	52	54	55	56	58	60	62	63	65	67	69
0.79	39	43	46	49	51	52	54	55	57	59	61	62	64	66	68
0.78	38	42	45	48	50	51	52	54	56	58	59	61	63	65	67
0.77	36	41	44	46	48	50	51	53	55	57	58	60	62	64	66
0.76	35	39	43	45	47	49	50	52	54	56	57	59	61	63	65
0.75	33	38	42	44	46	48	49	51	53	54	56	58	60	62	64
REJECT	Values Less Than Those Shown Above														

Reject Quality Levels Less Than Those Specified for a 0.75 Pay Factor
Note: If the value of ($P_U + P_L$) - 100 does not correspond to a ($P_U + P_L$) - 100 value in this table, use the next smaller ($P_U + P_L$) - 100 value.

Table 2 "Pay Factors" on page 1-40 is revised to read:

1-07.AP1

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC
August 1, 2011

1-07.2 Sales Tax
The third sentence in the first paragraph is revised to read:

> The Contractor shall contact the Contract Payment section of the Division of Accounting & Financial Services of the Department of Transportation, Olympia WA for questions on sales tax.

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

> The Contracting Agency will pay the retained percentage only if the Contractor has obtained from the State Department of Revenue a certificate showing that all Contract-related taxes have been paid (RCW 60.28.051).

1-07.5(3) State Department of Ecology
Item No. 4. in the first paragraph is revised to read:

4. 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.

1-07.9(1) General
The second sentence in the fourth paragraph is revised to read:

> When the project involves highway Work, heavy Work and building Work, the Contract Provisions may list a Federal wage and fringe benefit rate for the highway Work, a separate Federal wage and fringe benefit rate for both the heavy Work and the building Work.

1-07.13(4) Repair of Damage
The last sentence in the first paragraph is revised to read:

> For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2), 1-07.13(3), or 8-17.5, payment will be made in accordance with Section 1-09.4 using the estimated bid item "Reimbursement for Third Party Damage".

1-07.14 Responsibility for Damage
The third, fourth and fifth paragraphs are revised to read:

> Subject to the limitations in this section and RCW 4.24.115 the Contractor shall indemnify, defend, and save harmless the State, Governor, Commission, Secretary, and all officers and employees of the State from all claims, suits, or actions brought for injuries to, or death of,

any persons or damages resulting from construction of the Work or in consequence of any negligence or breach of contract regarding the Work, or the use of any improper materials in the Work, caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to any remedy authorized by law, the State may retain so much of the money due the Contractor as deemed necessary by the Engineer to ensure indemnification until disposition has been made of such suits or claims.

Subject to the limitations in this section and RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless any county, city, or region, its officers, and employees connected with the Work, within the limits of which county, city, or region the Work is being performed, all in the same manner and to the same extent as provided above for the protection of the State, its officers and employees, provided that no retention of money due the Contractor be made by the State except as provided in RCW 60.28, pending disposition of suits or claims for damages brought against the county, city, or district.

Pursuant to RCW 4.24.115, where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

This section is supplemented with the following:

THE CONTRACTOR SPECIFICALLY ASSUMES ALL POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY EMPLOYEES OF THE CONTRACTOR AND, SOLELY FOR THE PURPOSE OF ENFORCING THE DEFENSE AND INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 1-07.14, THE CONTRACTOR SPECIFICALLY WAIVES ANY IMMUNITY GRANTED UNDER THE STATE INDUSTRIAL INSURANCE LAW, RCW TITLE 51. THIS WAIVER HAD BEEN MUTUALLY NEGOTIATED BY THE PARTIES. THE CONTRACTOR SHALL SIMILARLY REQUIRE THAT EACH SUBCONTRACTOR IT RETAINS IN CONNECTION WITH THE PROJECT COMPLY WITH THE TERMS OF THIS PARAGRAPH, WAIVE ANY IMMUNITY GRANTED UNDER RCW TITLE 51 AND ASSUME ALL LIABILITY FOR ACTIONS BROUGHT BY EMPLOYEES OF THE SUBCONTRACTOR.

1-07.15 Temporary Water Pollution/Erosion Control
The fourth paragraph is deleted.

1-07.15(1) Spill Prevention, Control and Countermeasures Plan
This section is deleted in its entirety and replaced with the following:

The Contractor shall prepare and implement a project-specific spill prevention, control, and countermeasures plan (SPCC Plan) for the duration of the project. The Contractor shall submit the plan to the Project Engineer no later than the date of the preconstruction conference. No on-site construction activities may commence until the Contracting Agency

accepts an SPCC Plan for the project. SPCC Plan template and guidance information is available at:
http://www.wsdot.wa.gov/Environment/HazMat/SpillPrevention.htm.

The SPCC Plan shall address all fuels, petroleum products and hazardous materials, as defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M 31-11). Occupational safety and health requirements that may pertain to SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843. The SPCC Plan shall address conditions that may be required by Section 3406 of the current International Fire Code, or as approved by the local Fire Marshal.

Implementation Requirements
The Contractor shall update the SPCC Plan throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all times.

SPCC Plan Element Requirements
The SPCC Plan shall set forth the following information in the following order:

1. Responsible Personnel
   Identify the names, titles, and contact information for the personnel responsible for implementing and updating the plan and for responding to spills.

2. Spill Reporting
   List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill.

3. Project and Site Information
   Describe the following items:

   A. The project Work.

   B. The site location and boundaries.

   C. The drainage pathways from the site.

   D. Nearby waterways and sensitive areas and their distances from the site.

4. Potential Spill Sources
   Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):

   A. Name of material and its intended use.

   B. Estimated maximum amount on-site at any one time.

C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.

5. Pre-Existing Contamination
Describe any pre-existing contamination and contaminant sources (such as buried pipes or tanks) in the project area that are described in the Contract provisions and Plans. Identify equipment and work practices that shall be used to prevent the release of contamination.

6. Spill Prevention and Response Training
Describe how and when all project personnel, including refueling personnel and other Subcontractors, shall be trained in spill prevention, containment, and response and in the location of spill response kits.

7. Spill Prevention
Describe the following items:

A. The contents and locations of spill response kits that the Contractor shall supply and maintain that are appropriately stocked, located in close proximity to hazardous materials and equipment, and immediately accessible.

B. Security measures for potential spill sources to prevent accidental spills and vandalism.

C. Methods used to prevent stormwater from contacting hazardous materials.

D. Secondary containment for each potential spill source listed in 4, above. Secondary containment structures shall be in accordance with Section S9.D.9 of Ecology's Construction Storm water General NPDES Permit, where secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.

E. BMP Methods used to prevent discharges to ground or water during mixing and transfers of hazardous materials and fuel. Methods to control pollutants shall use BMPs in accordance with Ecology's Construction Stormwater General NPDES Permit. BMPs guidance is provided in Ecology's Stormwater Management Manuals, such as Volume II – Construction Stormwater Pollution Prevention, BMP C153 and Volume IV Source Control BMPs.

F. Refueling procedures for equipment that cannot be moved from below the ordinary high water line.

G. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.

H. Routine equipment, storage area, and structure inspection and maintenance practices to prevent drips, leaks or failures of hoses, valves, fittings, containers, pumps, or other systems that contain or transfer hazardous materials.

I. Site inspection procedures and frequency.

8. Spill Response
Outline the response procedures the Contractor shall follow for each scenario listed below, indicating that if hazardous materials are encountered or spilled during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. Include a description of the actions the Contractor shall take and the specific on-site spill response equipment that shall be used to assess the spill, secure the area, contain and eliminate the spill source, clean up spilled material, decontaminate equipment, and dispose of spilled and contaminated material.

A. A spill of each type of hazardous material at each location identified in 4, above.

B. Stormwater that has come into contact with hazardous materials.

C. A release or spill of any pre-existing contamination and contaminant source described in 5, above.

D. A release or spill of any unknown pre-existing contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.

E. A spill occurring during Work with equipment used below the ordinary high water line.

If the Contractor will use a Subcontractor for spill response, provide contact information for the Subcontractor under item 1 (above), identify when the Subcontractor shall be used, and describe actions the Contractor shall take while waiting for the Subcontractor to respond.

9. Project Site Map
Provide a map showing the following items:

A. Site location and boundaries.

B. Site access roads.

C. Drainage pathways from the site.

D. Nearby waterways and sensitive areas.

E. Hazardous materials, equipment, and decontamination areas identified in 4, above.

F. Pre-existing contamination or contaminant sources described in 5, above.

G. Spill prevention and response equipment described in 7 and 8, above.

10. Spill Report Forms
Provide a copy of the spill report form(s) that the Contractor shall use in the event of a release or spill.

Payment
Payment will be made in accordance with Section 1-04.1 for the following bid item when it is included in the Proposal:

"SPCC Plan," lump sum.

When the written SPCC Plan is accepted by Contracting Agency, the Contractor shall receive 50-percent of the lump sum Contract price for the plan. The remaining 50-percent of the lump sum price will be paid after the materials and equipment called for in the Plan are mobilized to the project.

The lump sum payment for "SPCC Plan" shall be full pay for all costs associated with creating and updating the accepted SPCC Plan, all costs associated with the set up of prevention measures, and implementing the current SPCC Plan as required by this Specification.

As to other costs associated with releases or spills, including restocking spill kits, the Contractor may request payment as provided for in the Contract. No payment shall be made if the release or spill was caused by or resulted from the Contractor's operations, negligence, or omissions.

1-07.16(2) Vegetation Protection and Restoration
The second paragraph is revised to read:

Damage which may require replacement of vegetation includes torn bark stripping, broken branches, exposed root systems, cut root systems, poisoned root systems, compaction of surface soil and roots, puncture wounds, drastic reduction of surface roots or leaf canopy, changes in grade greater than 6-inches, or any other changes to the location that may jeopardize the survival or health of the vegetation to be preserved.

The third paragraph is revised to read:

When large roots of trees designated to be saved are exposed by the Contractor's operation, they shall be wrapped with heavy, moist material such as burlap or canvas for protection and to prevent excessive drying. The material shall be kept moist and securely fastened until the

roots are covered to finish grade. All material and fastening material shall be removed from the roots before covering. All roots 1-inch or larger in diameter, which are damaged, shall be pruned with a sharp saw or pruning shear. Damaged, torn, or ripped bark shall be removed as designated by the Engineer at no additional cost to the Contracting Agency.

The fourth paragraph is revised to read:

Any pruning activity required to complete the Work as specified shall be performed by a Certified Arborist as designated by the Engineer.

1-07.18 Public Liability and Property Damage Insurance
This section is deleted in its entirety and replaced with the following:

1-07.18 Public Liability and Property Damage Insurance
The Contractor shall obtain and keep in force the following policies of insurance. The policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48.05, RCW. Unless otherwise indicated below, the policies shall be kept in force from the execution date of the Contract until the date of acceptance by the Secretary (Section 1-05.12).

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage with limits of $3,000,000 per occurrence and, per project, in the aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009 1204, together with Washington State Department of Transportation amendatory endorsement CG 2908 1195, specifying the Contracting Agency, the State, the Governor, the Commission, the Secretary , the Department and all officers and employees of the State as named insured.

2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent with minimum limits of $3,000,000 per occurrence and in the aggregate for each one year policy period. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than $3,000,000 per occurrence and in the aggregate. Products and completed operations coverage shall be provided for a period of three years following Substantial Completion of the Work.

3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and nonowned vehicles assigned to or used in the performance of the Work with a combined single limit of not less than $1,000, 000 each 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 with the State named as an additional insured or designated insured in connection with the Contractor's Performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

4. The Contractor shall be Named Insured and the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, all officers and employees of the State, and their respective members, directors, officers, employees, agents and consultants (collectively the "Additional Insureds") shall be included as Additional Insureds for all policies and coverages specified in this Section, with the exception of the OCP policy. Said insurance coverage shall be primary and non-contributory insurance with respect to the insureds and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Contract that is maintained by any Additional Insured shall be in excess of such insurance and shall not contribute with it. All insurance coverage required by this Section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms.

   All endorsements adding Additional Insureds to required policies shall be issued on (i) form CG 20 10 11 85 or a form deemed equivalent by the Contracting Agency, providing the Additional Insureds with all policies and coverages set forth in this Section, with the exception of the OCP and Commercial Auto policies or (ii) form CA 20 48 or forms deemed equivalent by Contracting Agency, providing the Additional Insureds with all coverage's required under the Commercial Automobile Liability.

5. The coverage limits to be provided by Contractor for itself and to the Contracting Agency and Additional Insureds pursuant to this section or any Special Provision, shall be on a "per project" aggregate basis with the minimum limits of liability as set forth herein for both general liability and products/completed operations claims. The additional insured coverage required under this Section for products/completed operations claims shall remain in full force and effect for not less than three years following Substantial Completion of the project. If the Contractor maintains, at any time, coverage limits for itself in excess of limits set forth in this Section 1-07.18 or any Special Provision, then those additional coverage limits shall also apply to the Contracting Agency and the Additional Insureds. This includes, but is not limited to, any coverage limits provided under any risk financing program of any description, whether such limits are primary, excess, contingent or otherwise.

6. All insurance policies and coverage's required under Section 1-07.18 and Section 1-07.10 shall contain a waiver of subrogation against the Contracting Agency , the State, any Additional Insured and their respective departments, agencies, boards, and commissions and their respective officers, officials, agents, and employees for losses arising from Work performed by or on behalf of the Contractor. This waiver has been mutually negotiated by the parties.

7. Where applicable, the Contractor shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, in circumstances where the Subcontractor is not covered by the Contractor-provided insurance. The Contractor shall 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. In the event that a Subcontractor is required to add the Contractor as an

additional insured pursuant to its contract for Work at the Project, then the Contractor shall also cause each Subcontractor to include the Contracting Agency and the Additional Insureds as additional insureds as well, for primary and non-contributory limits of liability under each Subcontractor's Commercial General Liability, Commercial Automobile Liability and, any other coverage's which may be required pursuant to a "Special Provision".

8. Unless specifically noted otherwise in the Contract Documents, the parties to this Contract do not intend by any of the provisions of this Contract to cause the public or any member thereof or any other Person to be a third party beneficiary of the Contract Documents. Nothing in this Contract authorizes anyone not a party to this Contract or a designated third party beneficiary to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. It is the further intent of the Contracting Agency and the Contractor in executing the Form of Contract that no individual, firm, corporation or any combination thereof which supplies materials, labor, services, or equipment to the Contractor for the performance of the Work shall become thereby a third party beneficiary of this Contract.

   The Contract Documents shall not be construed to create a contractual relationship of any kind between the Contracting Agency and a Subcontractor or any other Person except the Contractor.

9. The Owners and Contractors Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability policy and the Commercial Automobile Liability Insurance policy may, at the discretion of the Contractor, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However in no event shall any provision for a deductible provide for a deductible in excess of $50,000.00.

10. With the exception of the Commercial Automobile liability coverage, no policies of insurance required under this Section shall contain an arbitration or alternative dispute resolution clause applicable to disputes between the insurer and its insureds. Any and all disputes concerning (i) terms and scope of insurance coverage afforded by the policies required hereunder and/or (ii) extra contractual remedies and relief which may be afforded policy holders in connection with coverage disputes, shall be resolved in Washington Superior Court, applying Washington law.

11. Prior to Contract execution, the Contractor shall file with the Department of Transportation, Contract Payment Section, P.O. Box 47420, Olympia, WA 98504-7420, ACORD Form Certificates of Insurance evidencing the minimum insurance coverages required under these Specifications. Within 30 days of being awarded a Contract, the Contractor shall provide the Department with complete copies, which may be electronic copies, of all insurance policies required under this section and any Special Provisions.

12. The Contractor shall provide written notice to the Engineer of any policy cancellations and provide the Department of Transportation, Contract Payment Section, P.O. Box 47420 Olympia, WA 98504-7420, by U.S Mail, notice of any policy cancellation within two business days of receipt of cancellation.

13. Failure on the part of the Contractor to maintain the insurance as required, or to not provide certification and copies of the insurance prior to the time specified in subsection 11 above, shall constitute a material breach of Contract upon which the Contracting Agency may, after giving 5-business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the unit Contract prices and no additional payment will be made.

1-08.AP1
SECTION 1-08, PROSECUTION AND PROGRESS
April 4, 2011

1-08.1 Subcontracting
The second and third sentences in the eighth paragraph are revised to read:

This Certification shall be submitted to the Project Engineer on WSDOT form 421-023, "Quarterly Report of Amounts Paid as MBE/WBE Participants", quarterly for the State fiscal quarters: January 1 through March 31, April 1 through June 30, July 1 through September 30, October 1 through December 31, and for any remaining portion of a quarter through Physical Completion of the Contract. The report is due 20 calendar days following the fiscal quarter end or 20-calendar days after Physical Completion of the Contract.

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

On all projects funded with both Contracting Agency funds and Federal assistance the Contractor shall submit a "Quarterly Report of Amounts Credited as DBE Participation" on a quarterly basis in which DBE work is accomplished, for every quarter in which the Contract is active or upon completion of the project, as appropriate.

The last sentence in the ninth paragraph is revised to read:

When required, this "Quarterly Report of Amounts Credited as DBE Participation" is in lieu of WSDOT form 421-023, "Quarterly Report of Amounts Paid as MBE/WBE Participants".

1-08.5 Time for Completion
The last two sentences in the first paragraph are revised to read:

When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days.

Item number 2.c. in the sixth paragraph is revised to read:

c. Quarterly Reports of Amounts Paid as MBE/WBE Participants, or Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.

1-09.AP1
SECTION 1-09, MEASUREMENT AND PAYMENT
August 1, 2011

1-09.2(1) General Requirement for Weighing Equipment
This section is revised to read:

Unless specified otherwise, any Highway or Bridge construction materials to be proportioned or measured and paid for by weight shall be weighed on a scale.

Scales
Scales shall:

1. be accurate to within 0.5-percent of the correct weight throughout the range of use;

2. not include spring balances;

3. include beams, dials, or other reliable readout equipment;

4. be built to prevent scale parts from binding, vibrating, or being displaced and to protect all working parts and;

5. be carefully maintained, with bunkers and platforms kept clear of accumulated materials that could cause errors.

Scale Operations
Contractor provided scale operations are defined as operations where a scale is set up by the Contractor specifically for the project and most, if not all, material weighed on the scale is utilized for Contract Work. In this situation, the Contractor shall provide a person to operate the project scale, write tickets, perform scale checks and prepare reports.

Commercial scale operations include the use of established scales used to sell materials to the public on a regular basis. In addition, for the purposes of this specification, all batch, hopper, and belt scales are considered to be commercial scales. When a commercial scale is used as the project scale, the Contractor may utilize a commercial scale operator provided it is at no additional cost to the contracting agency.

In addition, the Contractor shall ensure that:

1. the Engineer is allowed to observe the weighing operation and check the daily scale weight record;

2. scale verification checks are performed at the direction of the Contracting Agency (see Section 1-09.2(5));

3. several times each day, the scale operator records and makes certain the platform scale balances and returns to zero when the load is removed; and

4. test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Unless otherwise approved, reporting shall utilize form 422-027, Scaleman's Daily Report.

Trucks and Tickets

Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. Each vehicle operator shall obtain a weigh or load ticket from the scale operator. The Contracting Agency will provide item quantity tickets for scales that are not self-printing. The Contractor shall provide tickets for self-printing scales. All tickets shall, at a minimum, contain the following information:

1. date of haul;

2. contract number;

3. contract unit Bid item;

4. unit of measure;

5. identification number of hauling vehicle; and

6. weight delivered

    a. net weight in the case of batch and hopper scales

    b. gross weight, tare and net weight in the case of platform scales (tare may be omitted if a tare beam is used)

    c. approximate load out weight in the case of belt conveyor scales

The vehicle operator shall deliver the ticket in legible condition to the material receiver at the material delivery point. The material delivery point is defined as the location where the material is incorporated into the permanent Work.

1-09.2(2) Specific Requirements for Batching Scales

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

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

1-09.2(3) Specific Requirements for Platform Scales
In the first paragraph, the last sentence is revised to read:

A tare weight shall be taken of each hauling vehicle at least once daily.

The third paragraph is deleted.

1-09.2(5) Measurement
This section is revised to read:

Scale Verification Checks
The Engineer will verify the accuracy of each batch, hopper or platform scale. The frequency of verification checks will be such that at least one test weekly is performed for each weighed contract item of work being performed during that week.

Verification checks may not be routinely conducted for weighed material, who's proposal quantity multiplied by the unit bid price, has a value less than $20,000.

The verification will consist of one of the following methods and be at the Contractor's option:

1. Weigh a loaded truck on a separate certified platform scale designated by the Contractor, for the purpose of scale verification.

2. Weigh a vehicle that weighs at least 10,000 pounds on a separate certified scale and then check the project scale with it.

3. Establish a certified fixed load weighing at least 10,000 pounds as a check-weight. The certification shall consist of an affidavit affirming the correct weight of the fixed load.

Should the scale verification check reveal a weight difference of more than 0.5-percent, a second scale verification check shall be performed immediately. If the weight differences of both comparison checks exceed the 0.5-percent limit and the scale has been over weighing, the Contractor shall immediately stop weighing and the scale shall be recertified at the Contractor's expense. If the weight difference of both comparison checks exceed the 0.5-percent limit and the scale is under weighing, it shall be adjusted immediately. The Contractor will not be compensated for any loss from under weighing.

Belt Scales
To test the accuracy of a belt-conveyor scale, the Contractor shall weigh five or more payloads from sequential hauling units and compare these weights with weights of the same payloads taken on a separate certified platform scale. If the test results fluctuate, the Engineer may require more than five check loads. Conveyor weights will be based on tonnage values taken from the sealed odometer at the beginning and end of each check period.

If scale verification checks show the scale has been under weighing, it shall be adjusted immediately. The Contractor will not be compensated for any loss from under weighing.

If scale verification checks show the scale has been overweighing, its operation will cease immediately until adjusted.

Minor Construction Items
If the specifications and plans require weight measurement for minor construction items, the Contractor may request permission to convert volume to weight. If the Engineer approves, an agreed factor may be used to make this conversion and volume may be used to calculate the corresponding weight for payment.

1-09.2(6) Payment
This section is revised to read:

Unless specified otherwise the Contracting Agency will pay for no materials received by weight unless they have been weighed as required in this section or as required by another method the Engineer has approved in writing.

The Contractor shall not be compensated for any loss from under weighing that is revealed by scale verification checks.

If scale verification checks reveal that the scale is over weighing, then payment for all material weighed since the last valid scale verification check will be adjusted. The contracting agency will calculate the combined weight of all materials weighed after the last verification check showing accurate results. This combined weight will then be reduced for payment by the percentage of scale error that exceeds 0.5-percent unless the Contractor demonstrates to the satisfaction of the Engineer that the defect in the scale was present for a lesser period of time.

Unit contract prices for the various pay items of the project cover all costs related to weighing and proportioning materials for payment. These costs include but are not limited to:

- furnishing, installing, certifying, and maintaining scales;
- providing a weigher to operate a Contractor provided scale;
- providing a weigher to operate a commercial scale, if necessary;
- providing self-printing tickets, if necessary;
- rerouting a truck for verification weighing;
- assisting the Engineer with scale verification checks;
- any other related costs associated with meeting the requirements of this section.

1-09.9 Payments
The first paragraph is revised to read:

> The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.
>
> The Contractor shall submit a breakdown of the cost of lump sum Items to enable the Project Engineer to determine the Work performed on a monthly basis. Lump sum item breakdowns shall be submitted prior to the first progress payment that includes payment for the Bid Item in question. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

In the third paragraph, the second sentence is deleted.

1-09.11(1)A Disputes Review Board Membership
This section is supplemented with the following new paragraph:

> The Contracting Agency and Contractor shall indemnify and hold harmless the Board Members from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of and resulting from the actions and recommendations of the Board.

1-10.AP1
SECTION 1-10, TEMPORARY TRAFFIC CONTROL
April 4, 2011

In Division 1-10, all references to "truck mounted" are revised to read "transportable".

1-10.1 General
The following sentence is inserted at the beginning of this section:

> Temporary traffic control refers to the control of all types of traffic, including vehicles, bicyclists, and pedestrians (including pedestrians with disabilities).

1-10.2(1)A Traffic Control Management
Item number 2. in the first paragraph is revised to read:

2. Providing the Contractor's designated TCS with approved Traffic Control Plans (TCPs) which are compatible with the Work operations and traffic control for which they will be implemented. Having the latest adopted edition of the Manual On Uniform Traffic Control Devices for Streets and Highways (MUTCD,) including the Washington State Modifications to the MUTCD, the most current edition of the Public Rights-Of-Way Accessibility Guidelines (PROWAG), and applicable standards and Specifications available at all times on the project.

1-10.2(1)B Traffic Control Supervisor
Item number 1. in the third paragraph is revised to read:

1. Having a current set of approved traffic control plans (TCPs), applicable Contract Provisions as provided by the Contractor, the latest adopted edition of the MUTCD, including the Washington State Modifications to the MUTCD, the book Quality Guidelines for Temporary Work Zone Traffic Control Devices, the most current edition of the PROWAG, and applicable standards and Specifications.

The third paragraph is supplemented with the following:

7. Ensuring that all pedestrian routes or access points, existing or temporary, are kept clear and free of obstructions and that all temporary pedestrian routes or access points are detectable and accessible to persons with disabilities as provided for in the approved Plans.

1-10.2(2) Traffic Control Plans
The second paragraph is revised to read:

When the Contractor's chosen method of performing the Work in the Contract requires some form of temporary traffic control for vehicles, bicyclists, or pedestrians, the Contractor shall either: (1.) designate and adopt, in writing, the traffic control plan or plans from the Contract documents that support that method; or (2.) submit a Contractor's plan that modifies, supplements or replaces a plan from the Contract documents. Any Contractor-proposed modification, supplement or replacement shall show the necessary construction signs, flaggers, spotters and other traffic control devices required to support the Work. Any Contractor-proposed traffic control plan shall conform to the established standards for plan development as shown in the MUTCD, Part 6 and the most current edition of the PROWAG. The Contractor's submittal, either designating and adopting a traffic control plan from the Contract documents or proposing a Contractor-developed plan, shall be provided to the Engineer for approval at least 10-calendar days in advance of the time the signs and other traffic control devices are scheduled to be installed and utilized. The Contractor shall be solely responsible for submitting any proposed traffic control plan or modification, obtaining the Engineer's approval and providing copies of the approved Traffic Control Plans to the Traffic Control Supervisor.

1-10.2(3) Conformance to Established Standards
The reference "(TMA's)" in the paragraph that starts with "Category 3" is deleted.

The first paragraph is revised to read:

Flagging, signs, and all other traffic control devices and procedures furnished or provided shall conform to the standards established in the latest WSDOT adopted edition of the Manual On Uniform Traffic Control Devices for Streets and Highways (MUTCD,) published by the U.S. Department of Transportation and the Washington State Modifications to the MUTCD and the most current edition of the Public Rights-Of-Way Accessibility Guidelines (PROWAG). Judgment of the quality of devices furnished will be based upon Quality Guidelines for Temporary Traffic Control Devices, published by the

American Traffic Safety Services Association. Copies of the MUTCD and Quality Guidelines for Temporary Control Devices may be purchased from the American Traffic Safety Services Association, 15 Riverside Parkway, Suite 100, Fredericksburg, Virginia 22406-1022. The Washington State Modifications to the MUTCD may be obtained from the Department of Transportation, Olympia, Washington 98504. The most current edition of the Public Rights-Of-Way Accessibility Guidelines (PROWAG) can be downloaded from the United States Access Board web site (www. access-board.gov).

1-10.3(1) Traffic Control Labor
The first paragraph is revised to read:

The Contractor shall furnish all personnel for flagging, spotting, for the execution of all procedures related to temporary traffic control and for the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations.

1-10.3(2)C Lane Closure Setup/Takedown
Item number 1 in the first paragraph is revised to read:

1. If the Plans show a portable changeable message sign, it shall be established in advance of the operation; far enough back to provide warning of both the operation and any queue of traffic that has formed during the operation.

In the second paragraph, the reference to "TMA/arrow board" is revised to read "transportable attenuator/arrow board".

1-10.3(3) Traffic Control Devices
The following paragraph is inserted at the beginning of this section:

Traffic control devices, including signs, furnished or provided shall conform to the standards established in the latest WSDOT adopted edition of the Manual On Uniform Traffic Control Devices for Streets and Highways (MUTCD,) published by the U.S. Department of Transportation and the Washington State Modifications to the MUTCD. Requirements for pedestrian traffic control devices are addressed in the MUTCD.

1-10.3(3)A Construction Signs
In the fourth paragraph “height” is replaced with “top of the ballast”.

1-10.3(3)J Truck Mounted Attenuator
The title for this section is revised to read:

1-10.3(3)J Transportable Attenuator

In the second and fourth paragraphs, the references to "TMA" are revised to read "Transportable Attenuator".

In the first paragraph, the first sentence is revised to read:

Where shown on an approved traffic control plan or where ordered by the Engineer, the Contractor shall provide, operate, and maintain transportable impact attenuators as required in Section 9-35.12.

In the third paragraph, the reference to "truck's" is revised to read "host vehicle's".

1-10.4(2) Item Bids with Lump Sum for Incidentals
All references to "Truck Mounted Impact Attenuator(s)" are revised to read "Transportable Attenuator(s)".

In the eighth paragraph, the first sentence is revised to read:

"Transportable Attenuator" will be measured per each one time only for each host vehicle with mounted or attached impact attenuator used on the project.

In the last sentence of the ninth paragraph, the reference to "TMA" is replaced with "transportable attenuator".

This Section is supplemented with the following:

No specific unit of measurement will apply to the lump sum item of "Pedestrian Traffic Control."

1-10.5(2) Item Bids with Lump Sum for Incidentals
All references to "truck mounted impact attenuator(s)" are revised to read "transportable attenuator(s)".

This Section is supplemented with the following:

"Pedestrian Traffic Control", lump sum.
The lump sum Contract payment shall be full compensation for all costs of labor and materials incurred by the Contractor in performing pedestrian traffic control Contract Work defined in Section 1-10.

2-01.AP2
SECTION 2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP
April 5, 2010

2-01.3(2) Grubbing
In the first paragraph Item 2. e. is revised to read:

e. Upon which embankments will be placed except stumps may be close-cut or trimmed as allowed in Section 2-01.3(1) item 3.

2-02.AP2
SECTION 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS
January 4, 2010

2-02.3 Construction Requirements
The fourth paragraph is revised to read:

The Contractor may dispose of waste material in Contracting Agency owned sites if the Special Provisions or the Engineer permits it. Otherwise, the Contractor shall arrange to dispose of waste at no expense to the Contracting Agency and the disposal shall meet the requirements of Section 2-03.3(7)C.

2-09.AP2
SECTION 2-09, STRUCTURE EXCAVATION
January 3, 2011

2-09.3(1)E Backfilling
The sixth paragraph is revised to read:

The water/cement ratio shall be calculated on the total weight of cementitious material. Cementitious materials are those listed in Section 5-05.2.

2-09.3(2) Classification of Structure Excavation
Item number 1 is revised to read:

1. **Class A.** Structure excavation required for bridge and retaining wall footings, geosynthetic retaining wall footings, structural earth walls and sign structure footings, pile or drilled shaft caps, seals, wingwall footings, detention vaults, and noise barrier wall footings shall be classified as Structure excavation Class A. If the excavation requires a cofferdam, structural shoring, or extra excavation, the work outside the neat lines of the Structure excavation Class A shall be classified as shoring or extra excavation Class A.

2-09.3(3)D Shoring and Cofferdams
The 14th paragraph is revised to read:

If soldier piles are placed in drilled holes, and lagging is installed concurrently with the excavation, all backfill above the bottom of the lagging shall consist of controlled density fill or lean concrete. Backfill below the bottom of the lagging may consist of pea gravel. If full-height steel sheet lagging is installed prior to excavation, soldier pile holes may be backfilled with pea gravel.

2-09.4 Measurement
The second sentence in the second paragraph, "**Horizontal Limits**", is supplemented with the following:

(4) more than 1-foot outside the perimeter of the soil reinforcement area for geosynthetic and structural earth walls.

3-01.AP3
SECTION 3-01, PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING
August 1, 2011

3-01.4(4) Gravel Base
The second paragraph is deleted.

4-02.AP4
SECTION 4-02, GRAVEL BASE
August 1, 2011

4-02.4 Measurement
This section is revised to read:

> Gravel base will be measured in the same manner prescribed for the measurement of crushed surfacing materials as set forth in Section 4-04.4.

5-04.AP5
SECTION 5-04, HOT MIX ASPHALT
August 1, 2011

5-04.3(5)E Pavement Repair
The third sentence in the second paragraph is revised to read:

> The minimum width of any pavement repair area shall be 40-inches unless shown otherwise in the Plans.

5-04.3(7)A1 General
This section is revised to read:

> The Contractor shall develop a mix design prior to the initial production of HMA and prior to the production of HMA each calendar year thereafter. The mix design aggregate structure and asphalt binder content shall be determined in accordance with Materials Manual WSDOT Standard Operating Procedure No. 732 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6). Mix designs that were developed during the calendar year prior to the current year's production of HMA that have been issued a WSDOT mix design/anti-strip evaluation report will be accepted provided the Contractor submits a certification letter stating that the aggregate and asphalt binder have not changed. Changes to aggregate that may require a new mix design include the source of material or a change in the percentage of material from a stockpile greater than 5-percent. The Contractor may vary the RAP percentage in accordance with Section 5-04.2. Changes to the percentage of material from a stockpile will be calculated exclusive of the RAP content. Changes to asphalt binder that may require a new mix design include the source of the crude petroleum supplied to the refinery, the refining process, and additives or modifiers in the asphalt binder.

5-04.3(7)A2 Statistical or Nonstatistical Evaluation
The second paragraph is revised to read:

The Contractor shall submit representative samples of the mineral materials that are to be used in the HMA production. The Contracting Agency will use these samples to determine anti-strip requirements, if any, in accordance with WSDOT test method T 718. Anti-strip evaluation of HMA mix designs proposed by the Contractor that include RAP will be completed without the inclusion of the RAP. Submittal of RAP samples is not required. A mix design/anti-strip evaluation report will be provided within 25-calendar days after a mix design submittal has been received in the State Materials Laboratory in Tumwater. No paving shall begin prior to issuance of the mix design/anti-strip evaluation report or reference mix design/anti-strip evaluation report for that year.

5-04.3(7)A3 Commercial Evaluation
The first sentence in the second paragraph is revised to read:

Anti-strip evaluation of the mix design by the Contracting Agency is not required.

5-04.3(8)A1 General
The second sentence in the second paragraph is revised to read:

Statistical evaluation will be used for a class of HMA with the same PG grade of asphalt binder, when the Proposal quantities exceed 4,000-tons.

The third paragraph is revised to read:

Nonstatistical evaluation will be used for the acceptance of HMA when the Proposal quantities for a class of HMA, with the same PG grade of asphalt binder, are 4,000-tons or less.

5-04.3(8)A4 Definition of Sampling Lot and Sublot
The first sentence in the first paragraph is revised to read:

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance with a maximum of 15 sublots per lot; the final lot for a mix design may be increased to 25 sublots

5-04.3(10)A General
The first paragraph is revised to read:

Immediately after the HMA has been spread and struck off, and after surface irregularities have been adjusted, the mix shall be thoroughly and uniformly compacted. The completed course shall be free from ridges, ruts, humps, depressions, objectionable marks, checking, cracking and irregularities and shall conform to the line, grade, and cross-section shown in the Plans. If necessary, the JMF may be altered in accordance with Section 9-03.8(7) to achieve desired results.

The third paragraph is revised to read:

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. An exception shall be that pneumatic tired rollers shall be used for compaction of the wearing course beginning October 1st of any year through March 31st of the following year. Unless the Project Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B1 General
The first sentence in the second paragraph is revised to read:

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance with a maximum of 15 sublots per lot; the final lot for a mix design may be increased to 25 sublots.

5-04.3(10)B4 Test Results
The first paragraph is revised to read:

The nuclear moisture-density gauge results of all compaction acceptance testing and the CPF of the lot after three sublots have been tested will be available to the Contractor through WSDOT's website. Determination of the relative density of the HMA with a nuclear moisture-density gauge requires a correlation factor determined in accordance with WSDOT SOP 730 and may require resolution after the correlation factor is known. When a core is taken for gauge correlation at the location of a sublot the relative density of the core will be used for the sublot test result and is exempt from challenge testing. Acceptance of HMA compaction will be based on the statistical evaluation and CPF so determined.

5-04.3(11)D Lots and Sublots
The following new sub-section is inserted at the beginning of this section:

5-04.3(11)D1 General
HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and the Contractor shall submit a proposal to the Project Engineer for approval. When a lot has been rejected and the Contractor's written request for the entire lot to remain in place in accordance with Section 1-06.2(2)B Paragraph 1, Item 3 has been approved the HMA will be accepted and the designated percentage reduction shall be 25-percent.

5-04.3(11)D1 A Partial Sublot
This sections number is revised to read:

5-04.3(11)D2

5-04.3(11)D2 An Entire Sublot
This sections number is revised to read:

5-04.3(11)D3

5-04.3(11)D3 A Lot in Progress
This sections number is revised to read:

5-04.3(11)D4

5-04.3(11)D4 An Entire Lot
The last sentence is deleted.

This sections number is revised to read:

5-04.3(11)D5

7-17.AP7
SECTION 7-17, SANITARY SEWERS
January 3, 2011

7-17.2 Materials
The first paragraph is revised to read:

Pipe used for sanitary sewers may be:

Rigid	**Thermoplastic**
Concrete	ABS Composite
Vitrified Clay	PVC (Polyvinyl Chloride)
Ductile Iron	Polypropylene

The fourth paragraph is supplemented with the following item:

Polypropylene Sewer pipe 9-05.25

7-17.5 Payments
The following bid item is inserted after the bid item "ABS Composite Sewer Pipe__In. Diam":

"Polypropylene Sewer Pipe ____ In. Diam.", per linear foot.

8-01.AP8
SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL
August 1, 2011

8-01.2 Materials
In the first paragraph, the following is inserted after the first sentence:

Corrugated Polyethylene Drain Pipe 9-05.1(6)

8-01.3(1) General
In the sixth paragraph, the first sentence is revised to read:

When natural elements rut or erode the slope, the Contractor shall restore and repair the damage with the eroded material where possible, and remove and dispose of any remaining material found in ditches and culverts.

In the seventh paragraph the first two sentences are deleted.

The table in the seventh paragraph is revised to read:

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 eighth paragraph is revised to read:

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

The ninth paragraph is revised to read:

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.

The 10th paragraph is revised to read:

Erodible earth not being worked, whether at final grade or not, shall be covered within the specified time period, (see the tables below) using an approved soil covering practice.

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
July 1 through September 30	10-days maximum

8-01.3(1)A Submittals
This section is revised to read:

When a Temporary Erosion and Sediment Control (TESC) Plan is included in the Plans, the Contractor shall either adopt or modify the existing TESC Plan. The Contractor shall provide a schedule for TESC Plan implementation and incorporate it into the Contractor's progress schedule. The Contractor shall obtain the Engineer's approval of the TESC Plan and schedule before any work begins.

Modified TESC Plans shall meet all requirements of Chapter 6, Section 6-2 of the current edition of the WSDOT Highway Runoff Manual. The TESC Plan shall cover all areas the Contractor's Work may affect inside and outside the limits of the project (including all Contracting Agency provided sources, disposal sites, and haul roads, and all nearby land, streams, and other bodies of water).

The Contractor shall allow at least 5-working days for the Engineer to review any original or revised TESC Plan. Failure to approve all or part of any such Plan shall not make the Contracting Agency liable to the Contractor for any Work delays.

8-01.3(1)B Erosion and Sediment Control (ESC) Lead
The first sentence in the third paragraph is revised to read:

When a TESC Plan is included in the Contract Plans, the ESC Lead shall also inspect all areas disturbed by construction activities, all on-site erosion and sediment control BMP's, 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.

In the last paragraph, "Form Number 220-030 EF" is revised to read "WSDOT Form Number 220-030 EF".

8-01.3(1)C Water Management
In number 2., the reference to "Standard Specification" is revised to read "Section".

Number 3., is revised to read:

3. Offsite Water
   Prior to disruption of the normal watercourse, the Contractor shall intercept the offsite stormwater and pipe it either through or around the project site. This water shall not be combined with onsite stormwater. It shall be discharged at its pre-construction outfall point in such a manner that there is no increase in erosion below the site. The method for performing this Work shall be submitted by the Contractor for the Engineer's approval.

8-01.3(1)D Dispersion/Infiltration
This section is revised to read:

Water shall be conveyed only to dispersion or infiltration areas designated in the TESC Plan or to sites approved by the Engineer. Water shall be conveyed to designated dispersion areas at a rate such that, when runoff leaves the area, and enters waters of the State, turbidity standards are achieved. Water shall be conveyed to designated infiltration areas at a rate that does not produce surface runoff.

8-01.3(2)B Seeding and Fertilizing
The fourth paragraph is revised to read:

The seed applied using a hydroseeder shall have a tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic or animal life. If Short Term Mulch is used as a tracer, the application rate shall not exceed 250-pounds per acre.

In the fifth paragraph, "hydro seeder" is revised to read "hydroseeder".

8-01.3(2)D Mulching
In the second paragraph, the second sentence is revised to read:

Wood strand mulch shall be applied by hand or by straw blower on seeded areas.

In the third paragraph, "1" is revised to read "a single" and "hydro seeder" is revised to read "hydroseeder".

The fourth paragraph is revised to read:

Temporary seed applied outside the application windows established in 8-01.3(2)F shall be covered with a mulch containing either Moderate Term Mulch or Long Term Mulch, as designated by the Engineer.

8-01.3(2)E Tacking Agent and Soil Binders
The following new paragraph is inserted at the beginning of this Section:

Tacking agent or soil binders applied using a hydroseeder shall have a mulch tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic or animal life. If Short Term Mulch is used as a tracer, the application rate shall not exceed 250-pounds per acre.

The third sentence in the first paragraph below "**Soil Binding Using Polyacrylamide (PAM)"** is revised to read:

A minimum of 200-pounds per acre of Short Term Mulch shall be applied with the dissolved PAM.

In the second paragraph below "**Soil Binding Using Polyacrylamide (PAM)**", "within" is revised to read "after".

The paragraph "**Soil Binding Using Bonded Fiber Matrix (BFM)"** including title is revised to read:

Soil Binding Using Moderate Term Mulch
The Moderate Term Mulch shall be hydraulically applied in accordance with the manufacturer's installation instructions. The Moderate Term Mulch may require a 24 to 48 hour curing period to achieve maximum performance and shall not be applied when precipitation is predicted within 24 to 48 hours, or on saturated soils, as determined by the Engineer.

The last paragraph including titled is revised to read:

Soil Binding Using Long Term Mulch
The Long Term Mulch shall be hydraulically applied in accordance with the manufacturer's installation instructions and recommendations.

8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch
The first paragraph is revised to read:

Unless otherwise approved by the Engineer, the final application of seeding, fertilizing, and mulching of slopes shall be performed during the following periods:

Western Washington[1]	Eastern Washington
(West of the Cascade Mountain crest)	(East of the Cascade Mountain crest)
March 1 through May 15	October 1 through November 15 only
September 1 through October 1	

[1] Where Contract timing is appropriate, seeding, fertilizing, and mulching shall be accomplished during the fall period listed above. Written permission to seed after October 1 will only be given when Physical Completion of the project is imminent and the environmental conditions are conducive to satisfactory growth.

8-01.3(2)G Protection and Care of Seeded Areas
The first paragraph is revised to read:

The Contractor shall be responsible to ensure a healthy stand of grass. The Contractor shall restore eroded areas, clean up and properly dispose of eroded materials, and reapply the seed, fertilizer, and mulch, at no additional cost to the Contracting Agency.

In the second paragraph, number 1. is revised to read:

1. At the Contractor's expense, seed, fertilizer and mulch shall be reapplied in areas that have been damaged through any cause prior to final inspection, and reapplied to areas that have failed to receive a uniform application at the specified rate.

8-01.3(2)H Inspection
The first sentence is revised to read:

Inspection of seeded areas will be made upon completion of seeding, temporary seeding, fertilizing, and mulching.

The third sentence is revised to read:

Areas that have not received a uniform application of seed, fertilizer, or mulch at the specified rate, as determined by the Engineer, shall be reseeded, refertilized, or remulched at the Contractor's expense prior to payment.

8-01.3(2)I Mowing
In the first paragraph, the last sentence is revised to read:

Trimming around traffic facilities, Structures, planting areas, or other features extending above ground shall be accomplished preceding or simultaneously with each mowing.

8-01.3(3) Placing Erosion Control Blanket
In the first sentence, "Standard" is deleted.

The second sentence is revised to read:

Temporary erosion control blankets, having an open area of 60-percent or greater, may be installed prior to seeding.

8-01.3(4) Placing Compost Blanket
In the first paragraph, "before" is revised to read "prior to".

The last sentence is revised to read:

Compost shall be Coarse Compost.

8-01.3(5) Placing Plastic Covering
The first sentence is revised to read:

Plastic shall be placed with at least a 12-inch overlap of all seams.

8-01.3(6)A Geotextile-Encased Check Dam
The first paragraph is deleted.

8-01.3(6)B Rock Check Dam
This section including title is revised to read:

8-01.3(6)B Quarry Spall Check Dam
The rock used to construct rock check dams shall meet the requirements for quarry spalls.

8-01.3(6)D Wattle Check Dam
This section is revised to read:

Wattle check dams shall be installed in accordance with the Plans.

8-01.3(6)E Coir Log
This section is revised to read:

Coir logs shall be installed in accordance with the Plans.

8-01.3(9)A Silt Fence
In the second paragraph, the second sentence is revised to read:

The strength of the wire or plastic mesh shall be equivalent to or greater than what is required in Section 9-33.2(1), Table 6 for unsupported geotextile (i.e., 180 lbs. grab tensile strength in the machine direction).

8-01.3(9)B Gravel Filter, Wood Chip or Compost Berm
In the second paragraph, the last sentence is deleted.

The third paragraph is revised to read:

The Compost Berm shall be constructed in accordance with the detail in the Plans. Compost shall be Coarse Compost.

8-01.3(9)C Straw Bale Barrier
This section is revised to read:

Straw Bale Barriers shall be installed in accordance with the Plans.

8-01.3(9)D Inlet Protection
The first three paragraphs are revised to read:

Inlet protection shall be installed below or above, or as a prefabricated cover at each inlet grate, as shown in the Plans. Inlet protection devices shall be installed prior to beginning clearing, grubbing, or earthwork activities.

Geotextile fabric in all prefabricated inlet protection devices shall meet or exceed the requirements of Section 9-33.2, Table 1 for Moderate Survivability, and the minimum filtration properties of Table 2.

When the depth of accumulated sediment and debris reaches approximately ½ the height of an internal device or ⅓ the height of the external device (or less when so specified by the manufacturers) or as designated by the Engineer, the deposits shall be removed and stabilized on site in accordance with Section 8-01.3(16).

8-01.3(10) Wattles
In the first paragraph, the third sentence is revised to read:

Excavated material shall be spread evenly along the uphill slope and be compacted using hand tamping or other method approved by the Engineer.

This section is supplemented with the following new paragraph:

The Contractor shall exercise care when installing wattles to ensure that the method of installation minimizes disturbance of waterways and prevents sediment or pollutant discharge into waterbodies.

8-01.3(12) Compost Sock
In the first paragraph, "sock" is revised to read "socks" and "streambed" is revised to read "waterbodies".

In the second paragraph "bank" is revised to read "slope".

In the third paragraph "and" is revised to read "or".

This section is supplemented with the following new paragraph:

Compost for Compost Socks shall be Coarse Compost.

8-01.3(14) Temporary Pipe Slope Drain
The first paragraph is revised to read:

Temporary pipe slope drain shall be Corrugated Polyethylene Drain Pipe and shall be constructed in accordance with the Plans

The last paragraph is revised to read:

Placement of outflow of the pipe shall not pond water on road surface.

8-01.3(15) Maintenance
In the fourth paragraph, the last sentence is revised to read:

Clean sediments may be stabilized on site using approved BMPs as approved by the Engineer.

8-01.3(16) Removal
In the second paragraph, the last sentence is revised to read:

This may include, but is not limited to, ripping the soil, incorporating soil amendments, and seeding with the specified seed.

8-01.4 Measurement
The eighth paragraph is revised to read:

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

8-01.5 Payment
The following bid items are relocated after the bid item "Check Dam":

"Inlet Protection", per each.

"Gravel Filter Berm", per linear foot.

The following new paragraph is inserted before the bid item "Stabilized Construction Entrance":

The unit Contract price per linear foot for "Check Dam" and "Gravel Filter Berm" and per each for "Inlet Protection" shall be full pay for all equipment, labor and materials to perform the Work as specified, including installation, removal and disposal at an approved disposal site.

The paragraph after the bid item "Temporary Curb" is revised to read:

The unit Contract price per linear foot for "Temporary Curb" shall include all costs to install, maintain, remove, and dispose of the temporary curb.

The following bid item is inserted after the bid item "Mulching with Pam":

"Mulching with Short Term Mulch", per acre.

The bid item "Mulching with BFM" is revised to read:

"Mulching with Moderate Term Mulch"

The bid item "Mulching with MBFM/FRM" is revised to read:

"Mulching with Long Term Mulch"

8-02.AP8
SECTION 8-02, ROADSIDE RESTORATION
January 3, 2011

8-02.2 Materials
In the first paragraph, the following item is inserted after the item "Fertilizer 9-14.3":

Mulch and Amendments 9-14.4

8-02.3(2) Roadside Work Plan
In the first paragraph, the second sentence is revised to read:

The roadside work plan shall define the Work necessary to provide all Contract requirements, including: wetland excavation, soil preparation, habitat structure placement, planting area preparation, seeding area preparation, bark mulch and compost placement, seeding, planting, plant replacement, irrigation, and weed control in narrative form.

The first sentence under "**Progress Schedule**" is revised to read:

A progress schedule shall be submitted in accordance with Section 1-08.3. The Progress Schedule shall include the planned time periods for Work necessary to provide all Contract requirements in accordance with Sections 8-01, 8-02, and 8-03.

The first sentence under "**Weed and Pest Control Plan**" is revised to read:

The Weed and Pest Control Plan shall be submitted and approved prior to starting any Work defined in Sections 8-01, and 8-02.

In the third paragraph under "**Weed and Pest Control Plan**" the first and second sentences are revised to read:

The plan shall be prepared and signed by a licensed Commercial Pest Control Operator or Consultant when chemical pesticides are proposed. The plan shall include methods of weed control; dates of weed control operations; and the name, application rate, and Material Safety Data Sheets of all proposed herbicides.

The last paragraph under "**Plant Establishment Plan**" is deleted.

8-02.3(2)A Chemical Pesticides
This section is deleted.

8-02.3(2)B Weed Control
This section is deleted.

8-02.3(3) Planting Area Weed Control
This section including title is revised to read:

8-02.3(3) Weed and Pest Control

The Contractor shall control weed and pest species within the project area using integrated pest management principles consisting of mechanical, biological and chemical controls that are outlined in the Weed and Pest Control Plan or as designated by the Engineer.

Those weeds specified as noxious by the Washington State Department of Agriculture, the local Weed District, or the County Noxious Weed Control Board and other species identified by the Contracting Agency shall be controlled on the project in accordance with the weed and pest control plan.

The Contractor shall control weeds not otherwise covered in accordance with Section 8-02.3(3)A, **Planting Area Weed Control** in all areas within the project limits, including erosion control seeding area and vegetation preservation areas, as designated by the Engineer.

This section is supplemented with the following new sub-sections:

8-02.3(3)A Planting Area Weed Control

All planting areas shall be prepared so that they are weed and debris free at the time of planting and until completion of the project. The planting areas shall include the entire ground surface, regardless of cover, all planting beds, areas around plants, and those areas shown in the Plans.

All applications of post-emergent herbicides shall be made while green and growing tissue is present. Should unwanted vegetation reach the seed stage, in violation of these Specifications, the Contractor shall physically remove and bag the seed heads. All physically removed vegetation and seed heads shall be disposed of off site at no cost to the Contracting Agency.

Weed barrier mats shall be installed as shown in the Plans. Mats shall be 3-feet square and shall be secured by a minimum of 5-staples per mat. Mats and staples shall be installed according to the manufacturer's recommendations.

8-02.3(3)B Chemical Pesticides

Application of chemical pesticides shall be in accordance with the label recommendations, the Washington State Department of Ecology, local sensitive area ordinances, and Washington State Department of Agriculture laws and regulations. Only those herbicides listed in the table *Herbicides Approved for Use on WSDOT Rights of Way* at http://www.wsdot.wa.gov/Maintenance/Roadside/herbicide_use.htm may be used.

The applicator shall be licensed by the State of Washington as a Commercial Applicator or Commercial Operator with additional endorsements as required by the Special Provisions or the proposed weed control plan. The Contractor shall furnish the Engineer evidence that all operators are licensed with appropriate endorsements, and that the pesticide used is registered for use by the Washington State Department of Agriculture. All chemicals shall be delivered to the job site in the original containers. The licensed applicator or operator

shall complete a Commercial Pesticide Application Record (DOT Form 540-509) each day the pesticide is applied, and furnish a copy to the Engineer by the following business day.

The Contractor shall ensure confinement of the chemicals within the areas designated. The use of spray chemical pesticides shall require the use of anti-drift and activating agents, and a spray pattern indicator unless otherwise allowed by the Engineer.

The Contractor shall assume all responsibility for rendering any area unsatisfactory for planting by reason of chemical application. Damage to adjacent areas, either on or off the Highway Right of Way, shall be repaired to the satisfaction of the Engineer or the property owner, and the cost of such repair shall be borne by the Contractor.

8-02.3(5) Planting Area Preparation
In the first paragraph, the second sentence is revised to read:

Material displaced by the Contractor's operations that interferes with drainage shall be removed from the channel and disposed of as approved by the Engineer.

8-02.3(7) Layout of Planting
The second paragraph is deleted.

8-02.3(8) Planting
In the second paragraph, the first and second sentences are revised to read:

Under no circumstances will planting be permitted during unsuitable soil or weather conditions as determined by the Engineer. Unsuitable conditions may include frozen soil, freezing weather, saturated soil, standing water, high winds, heavy rains, and high water levels.

The fourth paragraph is revised to read:

Plants shall not be placed below the finished grade.

The fifth paragraph is revised to read:

Planting hole sizes for plant material shall be in accordance with the details shown in the Plans. Any glazed surface of the planting hole shall be roughened prior to planting.

The following new paragraph is inserted after the fifth paragraph:

All cuttings shall be planted immediately if buds begin to swell.

8-02.3(9) Pruning, Staking, Guying, and Wrapping
In the first paragraph, the last sentence is revised to read:

All other pruning shall be performed only after the plants have been in the ground at least one year and when plants are dormant.

8-02.3(13) Plant Establishment
In the third paragraph, the first sentence is revised to read:

During the first-year plant establishment period, the Contractor shall perform all Work necessary to ensure the resumption and continued growth of the transplanted material.

In the fourth paragraph, "propose" is revised to read "submit".

8-02.3(15) Live Fascines
In the first paragraph, the fourth sentence is revised to read:

Dead branches may be placed within the live fascine and on the side exposed to the air.

In the second paragraph, the third sentence is deleted.

In the second paragraph, the seventh sentence is revised to read:

The live stakes shall be driven through the live fascine vertically into the slope.

8-02.3(16)A Lawn Installation
In the third paragraph, the last two items "West of the summit of the Cascade Range - March 1 to October 1." and "East of the summit of the Cascade Range - April 15 to October 1." are revised to read:

Western Washington	Eastern Washington
(West of the Cascade Mountain crest)	(East of the Cascade Mountain crest)
March through May 15	October 1 through November 15
September 1 through October 1	

The fifth paragraph is revised to read:

Topsoil for seeded or sodded lawns shall be placed at the depth and locations as shown in the Plans. The topsoil shall be cultivated to the specified depth, raked to a smooth even grade without low areas that trap water and compacted, all as approved by the Engineer.

In the sixth paragraph, the last sentence is revised to read:

Following placement, the sod shall be rolled with a smooth roller to establish contact with the soil.

8-02.4 Measurement
The seventh paragraph is revised to read:

Fine compost, medium compost and coarse compost will be measured by the cubic yard in the haul conveyance at the point of delivery.

8-02.5 Payment
The following new paragraph is inserted above the paragraph beginning with "Payment shall be increased to 90-percent……":

Plant establishment milestones are achieved when plants meet conditions described in Section 8-02.3(13).

The following is inserted after the bid item "Fine Compost":

"Medium Compost", per cubic yard.

The paragraph for the bid item "Weed Control" is revised to read:

"Weed and Pest Control", will be paid in accordance with Section 1-09.6.

The following new paragraph is inserted after the bid item "Soil Amendment":

The unit Contract price per cubic yard for "Soil Amendment" shall be full pay for furnishing and incorporating the soil amendment into the existing soil.

The following new paragraph is inserted after the bid item "Bark or Wood Chip Mulch":

The unit Contract price per cubic yard for "Bark or Wood Chip Mulch" shall be full pay for furnishing and spreading the mulch onto the existing soil.

8-15.AP8
SECTION 8-15, RIPRAP
January 4, 2010

8-15.2 Materials
The referenced sections for the following items are revised to read:

Heavy Loose Riprap	9-13
Light Loose Riprap	9-13
Hand Placed Riprap	9-13
Sack Riprap	9-13
Quarry Spalls	9-13

9-03.AP9
SECTION 9-03, AGGREGATES
August 1, 2011

In this Division, all references to "AASHTO TP 61" are revised to read "AASHTO T 335".

9-03.4(2) Grading and Quality
In the "Crush Screening Percent Passing" table, the sixth column titled "3/8 – No. 10" is deleted.

9-03.10 Aggregate for Gravel Borrow
The first paragraph is revised to read:

Gravel base shall consist of granular material, either naturally occurring or processed. It shall be essentially free from various types of wood waste or other extraneous or objectionable materials. It shall have such characteristics of size and shape that it will compact readily and the maximum particle size shall not exceed ⅔ of the depth of the layer being placed.

The second paragraph is deleted.

9-03.11(2) Streambed Cobbles
The first paragraph is revised to read:

Streambed cobbles shall be clean, naturally occurring water rounded gravel material. Streambed cobbles shall have a well graded distribution of cobble sizes and conform to one or more of the following gradings as shown in the Plans:

Percent Passing					
Approximate Size [Note 1]	4″ Cobbles	6″ Cobbles	8″ Cobbles	10″ Cobbles	12″ Cobbles
12″					100
10″				100	70-90
8″			100	70-90	
6″		100	70-90		
5″		70-90			30-60.
4″	100			30-60.	
3″	70-90		30-60.		
2″		30-60.			
1½″	20-50				
¾″	10 max.	10 max.	10 max.	10 max.	10 max.

In the second paragraph, "determine" is revised to read "determined".

9-03.12(1)B Class B
This section is revised to read:

Gravel backfill for foundations, Class B, shall conform to the requirements of Section 9-03.10.

9-03.20 Test Methods for Aggregates
The last row of the table is deleted.

9-03.21(1) General Requirements
This sections content is deleted and replaced with:

Hot Mix Asphalt, Concrete Rubble, Recycled Glass and Steel Furnace Slag may be used as, or blended uniformly with, naturally occurring materials for aggregates. The final blended product and the recycled material component included in a blended product shall meet the specification requirements for the specified type of aggregate. The Contracting Agency may collect verification samples at any time. Blending of more than one type of recycled material into the naturally occurring materials requires approval of the Engineer prior to use.

Recycled materials obtained from the Contracting Agency's roadways will not require toxicity testing or certification for toxicity characteristics.

Recycled materials that are imported to the job site will require testing and certification for toxicity characteristics. The recycled material supplier shall keep all toxicity test results on file and provide copies to the Project Engineer upon request. The Contractor shall provide the following:

- Identification of the recycled materials proposed for use.

- Sampling documentation no older than 90 days from the date the recycled material is placed on the project. Documentation shall include a minimum of 5 samples tested for total lead content by EPA Method 6010. Total lead test results shall not exceed 250 ppm. For samples that exceed 100 ppm, that sample must then be prepared by EPA Method 1311, the Toxicity Characteristic Leaching Procedure (TCLP), where liquid extract is analyzed by EPA Method 6010B. The TCLP test must be below 5.0 ppm.

- Certification that the recycled materials are not Washington State Dangerous Wastes per the Dangerous Waste Regulations WAC 173-303.

- Certification that the recycled materials are in conformance with the requirements of the Standard Specifications prior to delivery. The certification shall include the percent by weight of each recycled material.

This section is supplemented with the following new sub-section:

9-03.21(1)E Table on Maximum Allowable Percent (by weight) of Recycled Material

9-03.21(1)A Recycled Hot Mix Asphalt
This section is revised to read:

For recycled materials incorporating hot mix asphalt the product supplier shall certify that the blended material does not exceed the Maximum Allowable Percentage of hot mix asphalt shown in Table 9-03.21(1)E.

9-03.21(1)B Recycled Portland Cement Concrete Rubble
This section including title is revised to read:

9-03.21(1)B Vacant

9-03.21(1)C Recycled Glass Aggregates
This section including title is revised to read:

9-03.21(1)C Vacant

9-03.21(1)D Recycled Steel Furnace Slag
The last row of the table is revised to read:

Bank Run Gravel for Trench Backfill	9-03.19	20	100	100	20

The table is moved from this sub-section to the new sub-section **9-03.21(1)E Table on Maximum Allowable Percent (by weight) of Recycled Material**.

9-05.AP9
SECTION 9-05, DRAINAGE STRUCTURES, CULVERTS, AND CONDUITS
August 1, 2011

9-05.2(8) Perforated Corrugated Polyethylene Underdraine Pipe (12-inch through 60-inch)
This section including title is revised to read:

9-05.2(8) Perforated Corrugated Polyethylene Underdrain Pipe, Couplings and Fittings (12-inch through 60-inch)
Perforated corrugated polyethylene underdrain pipe, couplings and fittings, 12-inch through 60-inch diameter maximum, shall meet the requirements of AASHTO M 294 Type CP or Type SP. Type CP shall be Type C pipe with Class 2 perforations and Type SP shall be Type S pipe with either Class 1 or Class 2 perforations. Additionally, Class 2 perforations shall be uniformly spaced along the length and circumference of the pipe.

9-05.12(1) Solid Wall PVC Culvert Pipe, Solid Wall PVC Storm Sewer Pipe, and Solid Wall PVC Sanitary Sewer Pipe
In this section, all references to "115 psi" are revised to read "46 psi".

9-05.12(2) Profile Wall PVC Culvert Pipe, Profile Wall PVC Storm Sewer Pipe, and Profile Wall PVC Sanitary Sewer Pipe
In the fourth paragraph, the word "producer's" is revised to read "Manufacturer's".

9-05.13 Ductile Iron Sewer Pipe
The second and third paragraphs are revised to read:

Ductile iron pipe shall conform to ANSI A 21.51 or AWWA C151 and shall be cement mortar lined and have a 1- mil seal coat per AWWA C104, or a Ceramic Filled Amine cured Novalac Epoxy lining, as indicated on the Plans or in the Special Provisions. The ductile iron pipe shall be Special Thickness Class 50, Minimum Pressure Class 350, or the Class indicated on the Plans or in the Special Provisions.

Nonrestrained joints shall be either rubber gasket type, push on type, or mechanical type meeting the requirements of AWWA C111.

9-05.19 Corrugated Polyethylene Culvert Pipe
This sections title is revised to read:

9-05.19 Corrugated Polyethylene Culvert Pipe, Couplings, and Fittings

The first paragraph is revised to read:

Corrugated polyethylene culvert pipe, couplings, and fittings, shall meet the requirements of AASHTO M 294 Type S or D for pipe 12-inch to 60-inch diameter with silt-tight joints.

9-05.20 Corrugated Polyethylene Storm Sewer Pipe
This sections title is revised to read:

9-05.20 Corrugated Polyethylene Storm Sewer Pipe, Couplings, and Fittings

In the first paragraph, the first sentence is revised to read:

Corrugated polyethylene storm sewer pipe, couplings, and fittings shall meet the requirements of AASHTO M 294 Type S or D.

Section 9-05 is supplemented with the following new sub-sections:

9-05.21 Steel Rib Reinforced Polyethylene Culvert Pipe
Steel rib reinforced polyethylene culvert pipe shall meet the requirements of ASTM F2562 Class 1 for steel reinforced thermoplastic ribbed pipe and fittings for pipe 24-inch to 60-inch diameter with silt-tight joints.

Silt-tight joints for steel reinforced polyethylene culvert pipe shall be made with a bell/bell or bell and spigot coupling and incorporate the use of a gasket conforming to the requirements of ASTM F 477. All gaskets shall be installed on the pipe by the manufacturer.

Qualification for each manufacturer of steel reinforced polyethylene culvert pipe requires an approved joint system and a formal quality control plan for each plant proposed for consideration.

A Manufacturer's Certificate of Compliance shall be required and shall accompany the materials delivered to the project. The certificate shall clearly identify production lots for all materials represented. The Contracting Agency may conduct verification tests of pipe stiffness or other properties as it deems appropriate.

9-05.22 Steel Rib Reinforced Polyethylene Storm Sewer Pipe
Steel rib reinforced polyethylene storm sewer pipe shall meet the requirements of ASTM F2562 Class 1 for steel reinforced thermoplastic ribbed pipe and fittings. The maximum diameter for steel reinforced polyethylene storm sewer pipe shall be the diameter for which a manufacturer has submitted a qualified joint. Qualified manufacturers and approved joints are listed in the Qualified Products Lists. Fittings shall be rotationally molded, injection molded, or factory welded.

All joints for steel reinforced polyethylene storm sewer pipe shall be made with a bell and spigot coupling and conform to ASTM D 3212 using elastomeric gaskets conforming to ASTM F 477. All gaskets shall be installed on the pipe by the manufacturer.

Qualification for each manufacturer of steel reinforced polyethylene storm sewer pipe requires joint system conformance to ASTM D 3212 using elastomeric gaskets conforming to ASTM F 477 and a formal quality control plan for each plant proposed for consideration.

A Manufacturer's Certificate of Compliance shall be required and shall accompany the materials delivered to the project. The certificate shall clearly identify production lots for all materials represented. The Contracting Agency may conduct verification tests of pipe stiffness or other properties as it deems appropriate.

9-05.23 High Density Polyethylene (HDPE) Pipe

HDPE pipe shall be manufactured from resins meeting the requirements of ASTM D3350 with a cell classification of 345464C and a Plastic Pipe Institute (PPI) designation of PE 3408.

The pipes shall have a minimum standard dimension ratio (SDR) of 32.5.

HDPE pipe shall be joined into a continuous length by an approved joining method.

The joints shall not create an increase in the outside diameter of the pipe. The joints shall be fused, snap together or threaded. The joints shall be water tight, rubber gasketed if applicable, and pressure testable to the requirements of ASTM D 3212.

Joints to be welded by butt fusion, shall meet the requirements of ASTM F 2620 and the manufacturer's recommendations. Fusion equipment used in the joining procedure shall be capable of meeting all conditions recommended by the pipe manufacturer, including but not limited to fusion temperature, alignment, and fusion pressure. All field welds shall be made with fusion equipment equipped with a Data Logger. Temperature, fusion pressure and a graphic representation of the fusion cycle shall be part of the Quality Control records. Electro fusion may be used for field closures as necessary. Joint strength shall be equal or greater than the tensile strength of the pipe.

Fittings shall be manufactured from the same resins and Cell Classification as the pipe unless specified otherwise in the Plans or Specifications. Butt fusion fittings and Flanged or Mechanical joint adapters shall have a manufacturing standard of ASTM D3261. Electro fusion fittings shall have a manufacturing standard of ASTM F1055.

HDPE pipe to be used as liner pipe shall meet the requirements of AASHTO M 326 and this specification.

The supplier shall furnish a Manufacturer's Certification of Compliance stating the materials meet the requirements of ASTM D 3350 with the correct cell classification with the physical properties listed above. The supplier shall certify the dimensions meet the requirements of ASTM F 714 or as indicated in this Specification or the Plans.

At the time of manufacture, each lot of pipe, liner, and fittings shall be inspected for defects and tested for Elevated Temperature Sustain Pressure in accordance with ASTM F 714. The Contractor shall not install any pipe that is more than 2 years old from the date of manufacture.

At the time of delivery, the pipe shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, or deleterious faults.

Pipe shall be marked at 5 foot intervals or less with a coded number which identifies the manufacturer, SDR, size, material, machine, and date on which the pipe was manufactured.

9-05.24 Polypropylene Culvert Pipe, Polypropylene Storm Sewer Pipe, and Polypropylene Sanitary Sewer Pipe

Polypropylene Culvert Pipe, Polypropylene Storm Sewer Pipe and Polypropylene Sanitary Sewer pipe shall conform to the following requirements:

1. For pipe sizes up to 30 inches: ASTM F2736.
2. For pipe sizes from 30 to 60 inches: ASTM F2764.
3. Fittings shall be factory welded, injection molded or PVC.

All joints for corrugated polypropylene pipe shall be made with a bell/bell or bell and spigot coupling and shall conform to ASTM D3212 using elastomeric gaskets conforming to ASTM F477. All gaskets shall be factory installed on the pipe in accordance with the producer's recommendations.

Qualification for each producer of corrugated polypropylene storm sewer pipe requires joint system conformance to ASTM D3212 using elastomeric gaskets conforming to ASTM F477 and a formal quality control plan for each plant proposed for consideration.

A Manufacturer's Certificate of Compliance shall be required and shall accompany the materials delivered to the project. The certificate shall clearly identify production lots for all materials represented. The Contracting Agency may conduct verification tests of pipe stiffness or other properties deems appropriate.

9-13.AP9

SECTION 9-13, RIPRAP, QUARRY SPALLS, SLOPE PROTECTION, AND ROCK WALLS
April 4, 2011

In all tables of this section, "Specific Gravity" is revised to read "Specific Gravity SSD".

This sections title is revised to read:

RIPRAP, QUARRY SPALLS, SLOPE PROTECTION, ROCK FOR EROSION AND SCOUR PROTECTION AND ROCK WALLS

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

Riprap shall consist of broken stone, or broken concrete rubble.

9-13.3 Sack Riprap

This section including title is revised to read:

9-13.3 Vacant

9-13.4 Vacant
This section including title is revised to read:

9-13.4 Rock for Erosion and Scour Protection
Rock for Erosion and Scour Protection shall be hard, sound, and durable material, free from seams, cracks, and other defects tending to destroy its resistance to weather and consist of broken and/or process rock. Rock for Erosion and Scour Protection shall meet quality requirements in Section 9-13 and the grading requirements in Section 9-13.4(2). The use of recycled materials and concrete rubble is not permitted for this application as per Section 9-03.21.

This section is supplemented with the following new sub-sections:

9-13.4(1) Suitable Shape of Rock for Erosion and Scour Protection
The Suitable Shape of these rocks shall be "Angular" (having sharply defined edges) to "Subangular" (having a shape in between Rounded and Angular) for a higher degree of interlocking to provide stability to the protected area. The use of round, thin, flat, or long and needle like shapes are not allowed. Suitable Shape can be determined by the ratio of the Length/Thickness. Where the Length is the longest axis, Width is the second longest axis, and Thickness is the shortest. The Suitable Shape shall be the maximum of 3.0 using the following calculation:

$$\frac{\text{Length}}{\text{Thickness}} \leq 3.0 \text{ Suitable Shape}$$

9-13.4(2) Grading Requirements of Rock for Erosion and Scour Protection
Rock for Erosion and Scour Protection will be classified as Class A, Class B, and Class C, and shall have a "Well-Graded" structure that meets the requirements for Suitable Shape and conforms to one or more of the following gradings as shown in the Plans.

Class A

Approximate Size (in.) Note 1	Percent Passing (Smaller)
18"	100
16"	80 – 95
12"	50 – 80
8"	15 - 50
4"	15 max.

Class B

Approximate Size (in.) Note 1	Percent Passing (Smaller)

30"	100
28"	80 – 95
22"	50 – 80
16"	15 - 50
10"	15 max.

Class C

Approximate Size (in.) Note 1	**Percent Passing (Smaller)**
42"	100
36"	80 – 95
28"	50 – 80
22"	15 - 50
14"	15 max.

Note 1 Approximate Size can be determined by taking the average dimension of the three axes of the rock; Length, Width, and Thickness by use of the following calculation:

$$\frac{\text{Length} + \text{Width} + \text{Thickness}}{3} = \text{Approximate Size}$$

Rock for Erosion and Scour Protection shall be visually accepted by the Project Engineer. The Project Engineer shall determine the Suitable Shape, Approximate Size and Grading of the load before it is placed. If so ordered by the Project Engineer, the loads shall be dumped on a flat surface for sorting and measuring the individual rocks contained in the load.

9-14.AP9
SECTION 9-14, EROSION CONTROL AND ROADSIDE PLANTING
April 4, 2011

Section 9-14 is deleted in its entirety and replaced with the following:

9-14.1 Soil

9-14.1(1) Topsoil Type A
Topsoil Type A shall be as specified in the Special Provisions.

9-14.1(2) Topsoil Type B
Topsoil Type B shall be native topsoil taken from within the project limits either from the area where roadway excavation is to be performed or from strippings from borrow, pit, or quarry sites, or from other designated sources. The general limits of the material to be utilized for topsoil will be indicated in the Plans or in the Special Provisions. The Engineer will make the final determination of the areas where the most suitable material exists within

these general limits. The Contractor shall reserve this material for the specified use. Material for Topsoil Type B shall not be taken from a depth greater than 1 foot from the existing ground unless otherwise designated by the Engineer.

In the production of Topsoil Type B, all vegetative matter less than 4 feet in height, shall become a part of the topsoil. Prior to topsoil removal, the Contractor shall reduce the native vegetation to a height not exceeding 1 foot. Noxious weeds, as designated by authorized State and County officials, shall not be incorporated in the topsoil, and shall be removed and disposed of as designated elsewhere or as approved by the Engineer.

9-14.1(3) Topsoil Type C

Topsoil Type C shall be native topsoil meeting the requirements of Topsoil Type B but obtained from a source provided by the Contractor outside of the Contracting Agency owned right of way.

9-14.2 Seed

Grasses, legumes, or cover crop seed of the type specified shall conform to the standards for "Certified" grade seed or better as outlined by the State of Washington Department of Agriculture "Rules for Seed Certification," latest edition. Seed shall be furnished in standard containers on which shall be shown the following information:

1. Common and botanical names of seed
2. Lot number
3. Net weight
4 Pure live seed

All seed vendors must have a business license issued by the Washington State Department of Licensing with a "seed dealer" endorsement. Upon request, the Contractor shall furnish the Engineer with copies of the applicable licenses and endorsements.

Upon request, the Contractor shall furnish to the Engineer duplicate copies of a statement signed by the vendor certifying that each lot of seed has been tested by a recognized seed testing laboratory within six months before the date of delivery on the project. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted.

9-14.3 Fertilizer

Fertilizer shall be a standard commercial grade of organic or inorganic fertilizer of the kind and quality specified. It may be separate or in a mixture containing the percentage of total nitrogen, available phosphoric acid, water-soluble potash, or sulfur in the amounts specified. All fertilizers shall be furnished in standard unopened containers with weight, name of plant nutrients, and manufacturer's guaranteed statement of analysis clearly marked, all in accordance with State and Federal laws.

Fertilizer shall be supplied in one of the following forms:

1 A dry free-flowing granular fertilizer, suitable for application by agricultural fertilizer spreader.

2 A soluble form that will permit complete suspension of insoluble particles in water, suitable for application by power sprayer.

3 A homogeneous pellet, suitable for application through a ferti-blast gun.

4 A tablet or other form of controlled release with a minimum of a six month release period.

5 A liquid suitable for application by a power sprayer or hydroseeder.

9-14.4 Mulch and Amendments

All amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's guaranteed chemical analysis and name. In lieu of containers, amendments may be furnished in bulk. A manufacturer's certificate of compliance shall accompany each delivery. Compost and other organic amendments shall be accompanied with all applicable health certificates and permits.

9-14.4(1) Straw

Straw shall be in an air dried condition free of noxious weeds, seeds, and other materials detrimental to plant life. Hay is not acceptable.

All straw material shall be Certified Weed Free Straw using North American Weed Management Association (NAWMA) standards or the Washington Wilderness Hay and Mulch (WWHAM) program run by the Washington State Noxious Weed Control Board. Information can be found at http://www.nwcb.wa.gov/http://www.nwcb.wa.gov/

In lieu of Certified Weed Free Straw, the Contractor shall provide documentation that the material is steam or heat treated to kill seeds, or shall provide U.S., Washington, or other State's Department of Agriculture laboratory test reports, dated within 90 days prior to the date of application, showing there are no viable seeds in the straw.

Straw mulch shall be suitable for spreading with mulch blower equipment.

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

All HECPs shall be biodegradable and in a dry condition free of noxious weeds, seeds, chemical printing ink, germination inhibitors, herbicide residue, chlorine bleach, rock, metal, plastic, and other materials detrimental to plant life. Up to 5 percent by weight may be photodegradable material.

The HECP shall be suitable for spreading with a hydroseeder.

All HECPs shall be furnished premixed by the manufacturer with Type A or Type B Tackifier as specified in 9-14.4(7). Under no circumstances will field mixing of additives or components be acceptable.

The Contractor shall provide test results, dated within three years prior to the date of application, from an independent, accredited laboratory, as approved by the Engineer, showing the product meets the following requirements:

Properties	Test Method	Requirements		
Acute Toxity	EPA-821-R-02-012 Methods for Measuring Acute Toxicity of Effluents. Test leachate from recommended application rate receiving 2 inches of rainfall per hour using static test for No-Observed-Adverse-Effect-Concentration (NOEC)	Four replicates are required with No statistically significant reduction in survival in 100% leachate for a Daphnid at 48 hours and *Oncorhynchus mykiss* (rainbow trout) at 96 hours		
Solvents	EPA 8260B	Benzene - < 0.03 mg/kg Methylene chloride – 0.02 mg/kg Naphthalene – < 5 mg/kg Tetrachloroethylene – < 0.05 mg/kg Toluene – < 7 mg/kg Trichloroethylene – < 0.03 mg/kg Xylenes – < 9 mg/kg		
Heavy Metals	EPA 6020A Total Metals	Antimony – < 4 mg/kg Arsenic – < 6 mg/kg Barium – < 80 mg/kg Boron – < 100 mg/kg Cadmium – < 2 mg/kg Chromium – < 2 mg/kg Copper – < 5 mg/kg Lead – < 5 mg/kg Mercury – < 2 mg/kg Nickel – < 2 mg/kg Selenium – < 10 mg/kg Strontium – < 30 mg/kg Zinc – < 5 mg/kg		
Water Holding Capacity	ASTM D 7367	900 percent minimum		
Organic Matter Content	ASTM D 586	90 percent minimum		
Moisture Content	ASTM D 644	15 percent maximum		
Seed Germination Enhancement	ASTM D 7322	Long Term	Moderate Term	Short Term
		420 percent minimum	400 percent minimum	200 percent minimum

If the HECP contains cotton or straw, the Contractor shall provide documentation that the material has been steam or heat treated to kill seeds, or shall provide U.S., Washington, or other State's Department of Agriculture laboratory test reports, dated within 90 days prior to the date of application, showing there are no viable seeds in the mulch.

The HECP shall be manufactured in such a manner that when agitated in slurry tanks with water, the fibers will become uniformly suspended, without clumping, to form a homogeneous slurry. When hydraulically applied, the material shall form a strong moisture-holding mat that allows the continuous absorption and infiltration of water.

The HECP shall contain a dye to facilitate placement and inspection of the material. Dye shall be non-toxic to plants, animals, and aquatic life and shall not stain concrete or painted surfaces.

The HECP shall be furnished with a Material Safety Data Sheet (MSDS) that demonstrates that the product is not harmful to plants, animals, and aquatic life.

9-14.4(2)A Long Term Mulch

Long Term Mulch shall demonstrate the ability to adhere to the soil and create a blanket-like mass within two hours of application and shall bond with the soil surface to create a continuous, porous, absorbent, and flexible erosion resistant blanket that allows for seed germination and plant growth and conforms to the requirements in Table 1 Long Term Mulch Test Requirements.

The Contractor shall provide test results documenting the mulch meets the requirements in Table 1 Long Term Mulch Test Requirements.

Prior to January 1, 2012, the Contractor shall supply independent ASTM D 6459 test results from one of the following testing facilities:

National Transportation Product Evaluation Program (NTPEP)
Utah State University's Utah Water Research Laboratory
Texas Transportation Institute
San Diego State University's Soil Erosion Research Laboratory
TRI Environmental, Inc

Effective January 1, 2012, the Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP).

Table 1 Long Term Mulch Test Requirements

Properties	Test Method	Requirements
Performance in Protecting Slopes from Rainfall-Induced Erosion	ASTM D 6459 - Test in one soil type. Soil tested shall be sandy loam as defined by the NRCS Soil Texture Triangle	C Factor = 0.01 maximum using Revised Universal Soil Loss Equation (RUSLE)

9-14.4(2)B Moderate Term Mulch

Within 48 hours of application, the Moderate Term Mulch shall bond with the soil surface to create a continuous, absorbent, flexible erosion resistant blanket that allows for seed germination and plant growth and conform to the requirements in Table 2 Moderate Term Mulch Test Requirements.

The Contractor shall provide test results documenting the mulch meets the requirements in Table 2 Moderate Term Mulch Test Requirements.

Prior to January 1, 2012, the Contractor shall supply independent ASTM D 6459 test results from one of the following testing facilities:

National Transportation Product Evaluation Program (NTPEP)
Utah State University's Utah Water Research Laboratory
Texas Transportation Institute
San Diego State University's Soil Erosion Research Laboratory
TRI Environmental, Inc

Effective January 1, 2012, the Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP).

Table 2 Moderate Term Mulch Test Requirements

Properties	Test Method	Requirements
Performance in Protecting Slopes from Rainfall-Induced Erosion	ASTM D 6459 - Test in one soil type. Soil tested shall be sandy loam as defined by the NRCS Soil Texture Triangle	C Factor = 0.05 maximum using Revised Universal Soil Loss Equation (RUSLE)

9-14.4(2)C Short Term Mulch

The Contractor shall provide test results documenting the mulch meets the requirements in Table 3 Short Term Mulch Test Requirements.

Prior to January 1, 2012, the Contractor shall supply independent ASTM D 6459 test results from one of the following testing facilities:

National Transportation Product Evaluation Program (NTPEP)
Utah State University's Utah Water Research Laboratory
Texas Transportation Institute
San Diego State University's Soil Erosion Research Laboratory
TRI Environmental, Inc

Effective January 1, 2012, the Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP).

Table 3 Short Term Mulch Test Requirements

Properties	Test Method	Requirements
Performance in Protecting Slopes from Rainfall-Induced Erosion	ASTM D 6459 - Test in one soil type. Soil tested shall be sandy loam as defined by the National Resources Conservation Service (NRCS) Soil Texture Triangle	C Factor = 0.15 maximum using Revised Universal Soil Loss Equation (RUSLE)

9-14.4(3) Bark or Wood Chips

Bark or wood chip mulch shall be derived from Douglas fir, pine, or hemlock species. It shall not contain resin, tannin, or other compounds in quantities that would be detrimental to plant life. Sawdust shall not be used as mulch.

Bark or wood chips, when tested, shall be according to WSDOT Test Method T 123 prior to placement and shall meet the following loose volume gradation:

	Percent Passing	
Sieve Size	Minimum	Maximum
2"	95	100
No. 4	0	30

9-14.4(4) Wood Strand Mulch

Wood strand mulch shall be a blend of angular, loose, long, thin wood pieces that are frayed, with a high length-to-width ratio and shall be derived from native conifer or deciduous trees. A minimum of 95 percent of the wood strand shall have lengths between 2 and 10 inches. At least 50 percent of the length of each strand shall have a width and thickness between 1/16 and ½ inch. No single strand shall have a width or thickness greater than ½ inch.

The mulch shall not contain salt, preservatives, glue, resin, tannin, or other compounds in quantities that would be detrimental to plant life. Sawdust or wood chips or shavings will not be acceptable. Products shall be tested according to WSDOT Test Method 125 prior to acceptance.

9-14.4(5) Lime

Agriculture lime shall be of standard manufacture, flour grade or in pelletized form, meeting the requirements of ASTM C 602.

9-14.4(6) Gypsum

Gypsum shall consist of Calcium Sulfate (CaSO42H2O) in a pelletized or granular form. 100 percent shall pass through a No. 8 sieve.

9-14.4(7) Tackifier

Tackifiers are used as a tie-down for soil, compost, seed, and/or mulch. Tackifier shall contain no growth or germination inhibiting materials, and shall not reduce infiltration rates. Tackifier shall hydrate in water and readily blend with other slurry materials and conform to the requirements in Table 4 Tackifier Test Requirements.

The Contractor shall provide test results documenting the tackifier meets the requirements in Table 4 Tackifier Test Requirements.

Table 4 Tackifier Test Requirements

Properties	Test Method	Requirements
Heavy Metals Solvents Acute Toxicity	See Table in Section 9-14.4(2). Test at manufacturer's recommended application rate	See Table in Section 9-14.4(2)
Viscosity	ASTM D 2364. Testing shall be performed by an accredited, independent laboratory	4000 cPs minimum

9-14.4(7)A Organic Tackifier

Organic tackifier shall be derived from natural plant sources and shall have an MSDS that demonstrates to the satisfaction of the Engineer that the product is not harmful to plants, animals, and aquatic life.

9-14.4(7)B Synthetic Tackifier

Synthetic tackifier shall have an MSDS that demonstrates to the satisfaction of the Engineer that the product is not harmful to plants, animals, and aquatic life.

9-14.4(8) Compost

Compost products shall be the result of the biological degradation and transformation of organic materials under controlled conditions designed to promote aerobic decomposition. Compost shall be stable with regard to oxygen consumption and carbon dioxide generation. Compost shall be mature with regard to its suitability for serving as a soil amendment or an erosion control BMP as defined below. The compost shall have a moisture content that has no visible free water or dust produced when handling the material.

Compost production and quality shall comply with Chapter 173-350 WAC.

Compost products shall meet the following physical criteria:

1. Compost material shall be tested in accordance with U.S. Composting Council Testing Methods for the Examination of Compost and Composting (TMECC) 02.02-B, "Sample Sieving for Aggregate Size Classification".

   Fine compost shall meet the following gradation:

	Percent Passing	
Sieve Size	Minimum	Maximum
2"	100	
1"	95	100
5/8"	90	100
1/4"	75	100

Maximum particle length of 6 inches.

Medium compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
2"	100	
1"	95	100
5/8"	90	100
1/4"	70	85

Maximum particle length of 6 inches.

Medium compost shall have a carbon to nitrogen ratio (C:N) between 18:1 and 30:1. The carbon to nitrogen ratio shall be calculated using the dry weight of "Organic Carbon" using TMECC 04.01A divided by the dry weight of "Total N" using TMECC 04.02D.

Coarse compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
3"	100	
1"	90	100
3/4"	70	100
1/4"	40	60

Maximum particle length of 6 inches.
Coarse Compost shall have a Carbon to Nitrogen ratio (C:N) between 25:1 and 35:1. The Carbon to Nitrogen ratio shall be calculated using the dry weight of "Organic Carbon" using TMECC 04.01A divided by the dry weight of "Total N" using TMECC 04.02D.

2. The pH shall be between 6.0 and 8.5 when tested in accordance with U.S. Composting Council TMECC 04.11-A, "1:5 Slurry pH".

3. Manufactured inert material (plastic, concrete, ceramics, metal, etc.) shall be less than 1.0 percent by weight as determined by U.S. Composting Council TMECC 03.08-A "Classification of Inerts by Sieve Size".

4. Minimum organic matter shall be 40 percent by dry weight basis as determined by U.S. Composting Council TMECC 05.07A "Loss-On-Ignition Organic Matter Method (LOI)".

5. Soluble salt contents shall be less than 4.0 mmhos/cm when tested in accordance with U.S. Composting Council TMECC 04.10 "Electrical Conductivity".

6. Maturity shall be greater than 80 percent in accordance with U.S. Composting Council TMECC 05.05-A, "Germination and Root Elongation".

7. Stability shall be 7 mg CO2–C/g OM/day or below in accordance with U.S. Composting Council TMECC 05.08-B "Carbon Dioxide Evolution Rate".

8. The compost product shall originate from recycled plant waste as defined in WAC 173-350 as "Type 1 Feedstocks", "Type 2 Feedstocks," and/or "Type 3 Feedstocks". The Contractor shall provide a list of feedstock sources by percentage in the final compost product.

9. The Engineer may evaluate compost for maturity using U.S. Composting Council TMECC 05.08-E "Solvita® Maturity Index". Fine compost shall score a number 6 or above on the Solvita® Compost Maturity Test. Medium and Coarse compost shall score a 5 or above on the Solvita® Compost Maturity Test.

9-14.4(8)A Compost Submittal Requirements

The Contractor shall submit the following information to the Engineer for approval:

1. The Qualified Products List printed page or a Request for Approval of Material(DOT Form 350-071EF).

2. A copy of the Solid Waste Handling Permit issued to the manufacturer by the Jurisdictional Health Department in accordance with WAC 173-350 (Minimum Functional Standards for Solid Waste Handling).

3. The Contractor shall verify in writing, and provide lab analyses, that the material complies with the processes, testing, and standards specified in WAC 173-350 and these Specifications. An independent Seal of Testing Assurance (STA) Program certified laboratory shall perform the analysis.

4. A copy of the manufacturer's Seal of Testing Assurance (STA) certification as issued by the U.S. Composting Council.

9-14.4(8)B Compost Acceptance

Fourteen days prior to application, the Contractor shall submit a sample of the compost approved for use, and a STA test report dated within 90 calendar days of the application, and the list of feed stocks by volume for each compost type to the Engineer for review.

The Contractor shall use only compost that has been tested within 90 calendar days of application and meets the requirements in Section 9-14.4(8). Compost not conforming to the above requirements or taken from a source other than those tested and accepted shall not be used.

9-14.4(9) Vacant

9-14.4(10) Vacant

9-14.5 Erosion Control Devices

9-14.5(1) Polyacrylamide (PAM)

PAM is used as a tie-down for soil, compost, or seed, and is also used as a flocculent. Polyacrylamide (PAM) products shall meet ANSI/NSF Standard 60 for drinking water

treatment with an AMD content not to exceed 0.05 percent. PAM shall be anionic, linear, and not cross-linked. The minimum average molecular weight shall be greater than 5 mg/mole and minimum 30 percent charge density. The product shall contain at least 80 percent active ingredients and have a moisture content not exceeding 10 percent by weight. PAM shall be delivered in a dry granular or powder form.

9-14.5(2) Erosion Control Blanket

Temporary erosion control blanket shall be made of natural plant fibers. The Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP) meeting the requirements in the following table:

Properties	ASTM Test Method	Requirements
Protecting Slopes from Rainfall-Induced Erosion	D 6459 - Test in one soil type. Soil tested shall be sandy loam as defined by the NRCS Soil Texture Triangle	Maximum C factor of 0.15 using Revised Universal Soil Loss Equation (RUSLE)
Dry Weight per Unit Area	D 6475	0.36 lb/sq. yd. minimum
Performance in Protecting Earthen Channels from Stormwater-Induced Erosion	D 6460 Test in one soil type. Soil tested shall be loam as defined by the NRCS Soil Texture Triangle	1.0 lb/sq. ft. minimum
Seed Germination Enhancement	D 7322	200 percent minimum

Netting, if present, shall be biodegradable with a life span not to exceed two years.

Permanent erosion control blanket/turf reinforcement mats shall meet the following requirements:

Properties	ASTM Test Method	Requirements
UV Stability	D 4355	Minimum 80 percent strength retained after 500 hours in a xenon arc device
Protecting Slopes from Rainfall-Induced Erosion	D 6459 with 0.12 inch average raindrop size.* Test in one soil type. Soil tested shall be loam as defined by the NRCS Soil Texture Triangle **	Maximum C factor of 0.15 using Revised Universal Soil Loss Equation (RUSLE)
Dry Weight per Unit Area	D 6566	0.50 lb/sq. yd. minimum
Performance in Protecting	D 6460 Test in one soil type. Soil tested shall	2.0 lb/sq. ft. minimum

Earthen Channels from Stormwater-Induced Erosion	be loam as defined by the NRCS Soil Texture Triangle**	
Seed Germination Enhancement	D 7322	200 percent minimum

9-14.5(2)A Erosion Control Blanket Approval
The Contractor shall select erosion control blanket products that bear the Quality and Data Oversight and Review (QDOR) seal from the Erosion Control and Technology Council (ECTC). All materials selected shall be currently listed on the QDOR products list available at www.ectc.org/qdor

9-14.5(3) Clear Plastic Covering
Clear plastic covering shall meet the requirements of ASTM D 4397 for polyethylene sheeting having a minimum thickness of 6 mils.

9-14.5(4) Geotextile-Encased Check Dam
The geotextile-encased check dam shall be a urethane foam core encased in geotextile material. The minimum length of the unit shall be 7 feet.

The foam core shall be a minimum of 8 inches in height, and have a minimum base width of 16 inches. The geotextile material shall overhang the foam by at least 6 inches at each end, and shall have apron type flaps that extend a minimum of 24 inches on each side of the check dam. The geotextile material shall meet the requirements in Section 9-33.

9-14.5(5) Wattles
Wattles shall consist of cylinders of biodegradable plant material such as weed-free straw, coir, compost, wood chips, excelsior, or wood fiber or shavings encased within biodegradable netting. Wattles shall be a minimum of 5 inches in diameter. Netting material shall be clean, evenly woven, and free of encrusted concrete or other contaminating materials such as preservatives. Netting material shall be free from cuts, tears, or weak places and shall have a minimum lifespan of 6 months and a maximum lifespan of not more than 24 months.

Compost filler shall be coarse compost and shall meet the material requirements as specified in Section 9-14.4(8). If wood chips are used they shall meet the material requirements as specified in Section 9-14.4(3). If wood shavings are used, 80 percent of the fibers shall have a minimum length of 6 inches between 0.030 and 0.50 inches wide, and between 0.017 and 0.13 inches thick.

Wood stakes for wattles shall be made from untreated Douglas fir, hemlock, or pine species. Wood stakes shall be 2 inch by 2 inch nominal dimension and 36 inches in length.

9-14.5(6) Compost Socks
Compost socks shall consist of extra heavy weight biodegradable fabric, with a minimum strand thickness of 5 mils. The fabric shall be filled with Coarse Compost. Compost socks shall be at least 8 inches in diameter. The fabric shall be clean, evenly woven, and free of

encrusted concrete or other contaminating materials and shall be free from cuts, tears, broken or missing yarns, and be free of thin, open, or weak areas and shall be free of any type of preservative. Netting material shall have a minimum lifespan of 6 months and a maximum lifespan of not more than 24 months.

Coarse compost filler shall meet the material requirements as specified in Section 9-14.4(8).

Wood stakes for compost socks shall be made from untreated Douglas fir, hemlock, or pine species. Wood stakes shall be 2 inch by 2 inch nominal dimension and 36 inches in length,

9-14.5(7) Coir Log

Coir logs shall be made of 100 percent durable coconut (coir) fiber uniformly compacted within woven netting made of bristle coir twine with minimum strength of 80 lbs tensile strength. The netting shall have nominal 2 inch by 2 inch openings. Log segments shall have a maximum length of 20 feet, with a minimum diameter as shown in the Plans. Logs shall have a minimum density of 7 lbs/cf.

Stakes shall be untreated Douglas fir, hemlock, or pine species. Wood stakes shall have a notch to secure the rope ties. Rope ties shall be of 1/4 inch diameter commercially available hemp rope.

9-14.5(8) High Visibility Fencing

High visibility fence shall be UV stabilized, orange, high-density polyethylene or polypropylene mesh, and shall be at least 4-feet in height.

Support posts shall be wood or steel in accordance with Standard Plan I-10.10-00. The posts shall have sufficient strength and durability to support the fence through the life of the project.

9-14.6 Plant Materials

9-14.6(1) Description

Bareroot plants are grown in the ground and harvested without soil or growing medium around their roots.

Container plants are grown in pots or flats that prevent root growth beyond the sides and bottom of the container.

Balled and burlapped plants are grown in the ground and harvested with soil around a core of undisturbed roots. This rootball is wrapped in burlap and tied or placed in a wire basket or other supportive structure.

Cuttings are live plant material without a previously developed root system. Source plants for cuttings shall be dormant when cuttings are taken and all cuts shall be made with a sharp instrument. Cuttings may be collected. If cuttings are collected, the requirement to be nursery grown or held in nursery conditions does not apply. Written permission shall be

obtained from property owners and provided to the Engineer before cuttings are collected. The Contractor shall collect cuttings in accordance with applicable sensitive area ordinances. Cuttings shall meet the following requirements:

A. Live branch cuttings shall have flexible top growth with terminal buds and may have side branches. The rooting end shall be cut at an approximate 45 degree angle.

B. Live stake cuttings shall have a straight top cut immediately above a bud. The lower, rooting end shall be cut at an approximate 45 degree angle. Live stakes are cut from one to two year old wood. Live stake cuttings shall be cut and installed with the bark intact with no branches or stems attached, and be ½ to 1½ inch in diameter.

C. Live pole cuttings shall have a minimum 2 inch diameter and no more than three branches which shall be pruned back to the first bud from the main stem.

Rhizomes shall be a prostrate or subterranean stem, usually rooting at the nodes and becoming erect at the apex. Rhizomes shall have a minimum of two growth points. Tubers shall be a thickened and short subterranean branch having numerous buds or eyes.

9-14.6(2) Quality

At the time of delivery all plant material furnished shall meet the grades established by the latest edition of the American Standard for Nursery Stock, (ASNS) ANSI Z60.1 and shall conform to the size and acceptable conditions as listed in the Contract, and shall be free of all foreign plant material.

All plant material shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation.

All plant material shall be purchased from a nursery licensed to sell plants in Washington State.

Live woody or herbaceous plant material, except cuttings, rhizomes, and tubers, shall be vigorous, well formed, with well developed fibrous root systems, free from dead branches, and from damage caused by an absence or an excess of heat or moisture, insects, disease, mechanical or other causes detrimental to good plant development. Evergreen plants shall be well foliated and of good color. Deciduous trees that have solitary leaders shall have only the lateral branches thinned by pruning. All conifer trees shall have only one leader (growing apex) and one terminal bud, and shall not be sheared or shaped. Trees having a damaged or missing leader, multiple leaders, or Y-crotches shall be rejected.

Root balls of plant materials shall be solidly held together by a fibrous root system and shall be composed only of the soil in which the plant has been actually growing. Balled and burlapped rootballs shall be securely wrapped with jute burlap or other packing material not injurious to the plant life. Root balls shall be free of weed or foreign plant growth.

Plant materials shall be nursery grown stock. Plant material, with the exception of cuttings, gathered from native stands shall be held under nursery conditions for a minimum of one full growing season, shall be free of all foreign plant material, and meet all of the requirements of these Specifications, the Plans, and the Special Provisions.

Container grown plants shall be plants transplanted into a container and grown in that container sufficiently long for new fibrous roots to have developed so that the root mass will retain its shape and hold together when removed from the container, without having roots that circle the pot. Plant material which is root bound, as determined by the Engineer, shall be rejected. Container plants shall be free of weed or foreign plant growth.

Container sizes for plant material of a larger grade than provided for in the container grown Specifications of the ASNS shall be determined by the volume of the root ball specified in the ASNS for the same size plant material.

All bare root plant materials shall have a heavy fibrous root system and be dormant at the time of planting.

Average height to spread proportions and branching shall be in accordance with the applicable sections, illustrations, and accompanying notes of the ASNS.

Plants specified or identified as "Street Tree Grade" shall be trees with straight trunks, full and symmetrical branching, central leader, and be developed, grown, and propagated with a full branching crown. A "Street Tree Grade" designation requires the highest grade of nursery shade or ornamental tree production which shall be supplied.

Street trees with improperly pruned, broken, or damaged branches, trunk, or root structure shall be rejected. In all cases, whether supplied balled and burlapped or in a container, the root crown (top of root structure) of the tree shall be at the top of the finish soil level. Trees supplied and delivered in a nursery fabric bag will not be accepted.

Plants which have been determined by the Engineer to have suffered damage for the following reasons will be rejected:

1. Girdling of the roots, stem, or a major branch.

2. Deformities of the stem or major branches.

3. Lack of symmetry.

4. Dead or defoliated tops or branches.

5. Defects, injury, and condition which renders the plant unsuitable for its intended use.

Plants that are grafted shall have roots of the same genus as the specified plant.

9-14.6(3) Handling and Shipping

Handling and shipping shall be done in a manner that is not detrimental to the plants.
The nursery shall furnish a notice of shipment in triplicate at the time of shipment of each truck load or other lot of plant material. The original copy shall be delivered to the Project Engineer, the duplicate to the consignee and the triplicate shall accompany the shipment to be furnished to the Inspector at the job site. The notice shall contain the following information:

1. Name of shipper.
2. Date of shipment.
3. Name of commodity. (Including all names as specified in the Contract.)
4. Consignee and delivery point.
5. State Contract number.
6. Point from which shipped.
7. Quantity contained.
8. Size. (Height, runner length, caliper, etc. as required.)
9. Signature of shipper by authorized representative.

To acclimate plant materials to Northwest conditions, all plant materials used on a project shall be grown continuously outdoors north of the 42nd Latitude (Oregon-California border) from not later than August 1 of the year prior to the time of planting.

All container grown plants shall be handled by the container.

All balled and burlapped plants shall be handled by the ball.

Plant material shall be packed for shipment in accordance with prevailing practice for the type of plant being shipped, and shall be protected at all times against drying, sun, wind, heat, freezing, and similar detrimental conditions both during shipment and during related handling. Where necessary, plant material shall be temporarily heeled in. When transported in closed vehicles, plants shall receive adequate ventilation to prevent sweating. When transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover material.

9-14.6(4) Tagging

Plants delivered as a single unit of 25 or less of the same size, species, and variety, shall be clearly marked and tagged. Plants delivered in large quantities of more than 25 shall be segregated as to variety, grade, and size; and one plant in each 25, or fraction thereof, of each variety, grade, and size shall be tagged.

9-14.6(5) Inspection

The Contracting Agency will make an inspection of plant material at the source when requested by the Engineer. However, such preliminary approval shall not be considered as final acceptance for payment. Final inspection and approval (or rejection) will only occur when the plant material has been delivered to the Project site. The Contractor shall notify the Engineer, not less than 48 hours in advance, of plant material delivery to the project.

9-14.6(6) Substitution of Plants

No substitution of plant material, species or variety, will be permitted unless evidence is submitted in writing to the Engineer that a specified plant cannot be obtained and has been unobtainable since the Award of the Contract. If substitution is permitted, it can be made only with written approval by the Engineer. The nearest variety, size, and grade, as approved by the Engineer, shall then be furnished.

Container or balled and burlapped plant material may be substituted for bare root plant material. Container grown plant material may be substituted for balled and burlapped plant materials. When substitution is allowed, use current ASNS standards to determine the correct rootball volume (container or balled and burlapped) of the substituted material that corresponds to that of the specified material. These substitutions shall be approved by the Engineer and be at no cost to the Contracting Agency.

9-14.6(7) Temporary Storage

Plants stored under temporary conditions prior to installation shall be the responsibility of the Contractor.

Plants stored on the project shall be protected at all times from extreme weather conditions by insulating the roots, root balls, or containers with sawdust, soil, compost, bark or wood chips, or other approved material and shall be kept moist at all times prior to planting.

Cuttings shall continually be shaded and protected from wind. Cuttings shall be protected from drying at all times and shall be heeled into moist soil or other insulating material or placed in water if not installed within eight hours of cutting. Cuttings to be stored for later installation shall be bundled, laid horizontally, and completely buried under 6 inches of water, moist soil or placed in cold storage at a temperature of 34°F and 90 percent humidity. Cuttings that are not planted within 24 hours of cutting shall be soaked in water for 24 hours prior to planting. Cuttings taken when the temperature is higher than 50°F shall not be stored for later use. Cuttings that already have developed roots shall not be used.

9-14.6(8) Sod
The available grass mixtures on the current market shall be submitted to the Engineer for selection and approval.

The sod shall be field grown one calendar year or older, have a well developed root structure, and be free of all weeds, disease, and insect damage.

Prior to cutting, the sod shall be green, in an active and vigorous state of growth, and mowed to a height not exceeding 1 inch.

The sod shall be cut with a minimum of 1inch of soil adhering.

9-14.7 Stakes, Guys, and Wrapping
Stakes shall be installed as shown in the Plans.

Commercial plant ties may be used in lieu of hose and wire guying upon approval of the Engineer. The minimum size of wire used for guying shall be 12 gauge, soft drawn.

Hose for guying shall be nylon, rubber, or reinforced plastic and shall have an inside diameter of at least 1 inch.

Tree wrap shall be a crinkled waterproof paper weighing not less than 4.0 pounds per 100 square feet and shall be made up of two sheets cemented together with asphalt.

9-32.AP9
SECTION 9-32, MAILBOX SUPPORT
April 4, 2011

9-32.2 Bracket, Platform, and Anti-Twist Plate
This section is revised to read:

The bracket, platform, and anti-twist plate shall be 16 gage sheet steel, conforming to ASTM A1011 or ASTM A1008.

9-34.AP9
SECTION 9-34, PAVEMENT MARKING MATERIAL
January 3, 2011

9-34.1 General
The item 'High VOC Solvent Based Paint' is deleted.

9-34.2 Paint
In the first paragraph, the first sentence is revised to read:

White and yellow paint shall comply with the Specifications for low VOC solvent based paint or low VOC waterborne paint.

9-34.2(1) High VOC Solvent Based Paint
This section is including title is revised to read:

9-34.2(1) Vacant

SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS

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INTRODUCTION TO THE SPECIAL PROVISIONS

(July 31, 2007 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2010 edition, 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 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 date of the GSP and its source, as follows:

(May 18, 2007 APWA GSP)
(August 7, 2006 WSDOT GSP)
(April 2, 2007 R&E GSP)
(NWR February 5, 2007)

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
- *City of Ferndale Standard Plans*

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

DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK
(March 13, 1995 WSDOT GSP)

The project consists of installation of approximately 3,300 linear feet of 8 inch and 10 inch sanitary sewer main, from the intersection of Washington and 2nd Avenue northerly to the end of Cedar Street. Work will include removal of existing pavement; trench excavation; sanitary sewer installation; grading; placing gravel base and crushed surfacing; hot mix asphalt paving; and other work in accordance with the Contract Plans, Special Provisions, the Standard Specifications, including the amendments thereto, and Standard Plans.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions
(September 12, 2008 APWA GSP)

This Section is supplemented with the following:

All references in the Standard Specifications to the terms "State", "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 "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency's headquarters are located.

Additive
A supplemental unit of work or group of bid items, identified separately in the 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 proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

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.

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, and only minor incidental work, replacement of temporary substitute facilities, 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.

Notice of Award
The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency's acceptance of the bid.

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.

(December 29, 2008 R&E GSP)

Contracting Agency
The term "Contracting Agency" shall mean the "City of Ferndale", acting through its representatives and agents.

Department, Department of Transportation
The term "Department or Department of Transportation" when used in the Standard Specifications shall mean the "City of Ferndale."

Engineer
The Contracting Agency's representative, who administers the construction program for the Contracting Agency.

State
The term "State" when used in the Standard Specifications shall mean the "City of Ferndale."

Secretary or Engineer
The terms "Secretary" or "Engineer" when used in the Standard Specifications shall mean the City of Ferndale Attorney, Engineer or their designated representative.

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
(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed will be found in the Call for Bids (Advertisement for Bids) for the work.

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") and Contract Provisions	***3***	***Furnished automatically upon award.***
Large plans (e.g., 22" x 34") and Contract Provisions	***3***	***Furnished only upon request.***

Additional plans and Contract Provisions may be purchased by the Contractor by payment of the cost stated in the Call for Bids.

The Contracting Agency will place review copies of the plans and specifications on file in the Ferndale City Hall, 2095 Main Street, Ferndale, Washington

1-02.4(1) General

(March 17, 2010 R&E GSP)

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

If the Bidder finds any discrepancy in, or omission from the specifications or plans, or if there is any doubt as to their meaning, the Bidder shall promptly notify Reichhardt & Ebe Engineering, Inc. (360) 354-3687. Any addenda issued during the time of bidding will be numbered consecutively and will be incorporated into these contract documents. The Bidder shall be responsible to ascertain, prior to submittal of a bid proposal that all addenda issued have been received, and are acknowledged on the "Bid Proposal Signature and Addendum Acknowledgment" form. Addendums will only be issued to those contractors appearing on the Plan Holders List at Reichhardt & Ebe Engineering, 423 Front Street, Lynden WA. It will be the responsibility of the contractor to ensure their name appears on the Plan Holders List.

Any interpretation or correction of the bid documents will be made only by addendum, and a copy of such addendum will be mailed or delivered to each person shoes name appears on the Plan Holders List. The Contracting Agency will not be responsible for any other explanations or interpretations of the bid documents. No oral interpretations by the Contracting Agency of any provision in the bid documents will be considered binding.

Pre-Bid Conference

Due to the nature of the project, the Contracting Agency will hold one pre-bid conference for all proposal holders for this project. Subcontractors or other plan holders are encouraged to attend.

Those prospective bidders wanting to take part in the Pre-Bid Conference shall meet at the Ferndale City Hall, 2095 Main Street, Ferndale, Washington 98248. The meeting will start at 10 a.m. September 15, 2011. A jobsite visit may follow upon request. Attendance at this Pre-Bid Conference is not mandatory.

1-02.5 Proposal Forms

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

(June 27, 2011 APWA GSP)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last paragraph, and replace it with the following:

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any D/W/MBE requirements are to be satisfied through such an agreement.

Section 1-02.6 is supplemented with the following:

(August 7, 2006)
Cumulative Alternates Bidding
This Bid Proposal requires the bidder to bid cumulative Alternates as part of the bid. As such the bidder is required to submit a Base Bid and a bid for each of the cumulative Alternate(s) A1, A2, A3, (etcetera.)

Bid Proposal
The bid proposal is composed of the following parts:

1. Base Bid
   The base bid shall include constructing all items included in the proposal *except* those items contained in the Alternate(s) A1, A2, A3, (etcetera.)

2. Alternate(s) A1, A2, A3, (etcetera)

   a. Alternate A1
      Based on constructing (***Sanitary Sewer Line and appurtenances along the alley located between Somerset and Eaton and then northeasterly along Cedar Street***)
      The bid items for Alternate A1 are as listed in the bid proposal.

Bidding Procedures
To be considered responsive the bidder shall submit a price on each and every item of work included in the Base Bid and all Alternate(s.)

Award Procedures
The successful bidder will be the bidder submitting the lowest responsible bid for the preference, listed in the order below, which is within the amount of Available Funds for the project to be announced at the time of the bid opening. Available Funds will be announced immediately prior to the opening of bids.

1. Preference 1: Lowest total for Base Bid plus Alternate A1.

2. Preference 2: Lowest total for Base Bid.

In any case, the award will be subject to the requirements of Section 1-03.

1-02.7 Bid Deposit

(October 1, 2005 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:
1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which

represents five percent of the maximum bid amount that could be awarded;

5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

(February 1, 2008, R&E GSP)
Section 1-02.7 is supplemented with the following:

All bid bonds shall be made payable to the City of Ferndale.

1-02.9 Delivery of Proposal
(January 24, 2011 APWA GSP)

Delete this section and replace it with the following:

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Advertisement for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

The Contracting Agency will not consider Proposals it receives after the time fixed for opening Bids in the call for Bids.

(May 14, 2008)
Public Opening Of Proposal
Section 1-02.12 is supplemented with the following:

Date Of Opening Bids
Sealed bids are to be received at the following location prior to the time Specified:

1. At City of Ferndale Public Works Department, Ferndale City Hall, 2095 Main Street. Ferndale, Washington 98248, until **11 a.m.**, of the bid opening date.

The bid opening date for this project is **September 22, 2011.** Bids received will be publicly opened and read after **11 a.m.** on this date.

(February 1, 2008 R&E GSP)

All bid envelopes must be in an opaque envelope and plainly marked on the outside:

Proposal for Contract
(Name of Bidder)

Project: Eaton, Somerset, Willard, and Washington Sewer Project No. SS2011-01
Ferndale, WA

Bid proposals shall be deposited at the designated location prior to the date and time for receipt of bid proposals as indicated in the "Invitation to Bid", or such revised date as may be specified by an addendum.

No oral, telephonic or telegraphic bids or modifications will be considered.

1-02.13 Irregular Proposals
(March 25, 2009 APWA GSP)

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable, as required in Section 1-02.6;
   i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
   j. More than one proposal is submitted for the same project from a Bidder under the same or different names.

(December 29, 2008 R&E GSP)
Item 1a is supplemented with the following:

"Bidders do not have to be pre-qualified."

1-02.14 Disqualification of Bidders
(March 25, 2009 APWA GSP, Option B)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if:

1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
5. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all applicable responsibility criteria, including all documentation specifically listed in the supplemental criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

The basis for evaluation of Bidder compliance with these supplemental criteria shall be any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such compliance, including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from owners for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall

notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

1-02.15 Pre Award Information

(October 1, 2005 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. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

(December 29, 2008 R&E GSP)

Section 1-02.15 is supplemented with the following:

9. Evidence of financial resources and experience,
10. Organization and equipment the Bidder has available for the performance of the contract by the Bidder and each proposed subcontractor.

1-03 AWARD AND EXECUTION OF CONTRACT

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 unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit 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.

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 5 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the

prescribed time;

4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
    a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
    b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

(June 27, 2011 WSDOT GSP)
Section 1-03.4 is supplemented with the following:

Release of Contract Bond will be 60 days following Contracting Agency Final Acceptance of Contract, provided following conditions are met:

1. Payment to the State with respect to taxes imposed pursuant to Title 82, RCW on Contracts totaling more than $ 35,000, a release has been obtained from the Washington State Department of Revenue.

2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).

3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor, Subcontractor(s) and any lower tier Subcontractor(s) are current with payments of industrial insurance and medical aid premiums.

5. All claims, as provided by law, filed against the Contract Bond have been resolved.

1-04 SCOPE OF THE WORK

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

(October 1, 2005 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, including APWA General Special Provisions, if they are included,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
7. Contracting Agency's Standard Plans (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-05 CONTROL OF WORK

1-05.4 Conformity with and Deviations from Plans and Stakes

(March 30, 2007 R&E GSP)

Section 1-05.4 is supplemented with the following:

Survey stakes will be provided by the Contracting Agency in accordance with this Section, as supplemented by the following:

1. Clearing stakes (no vertical control) will be placed at the approximate limits of clearing prior to the Contractor's clearing and grubbing operations.

2. Cut/fill stakes will be placed after completion of clearing and grubbing. The Contractor shall designate a qualified supervising grade checker for the project. This grade checker shall meet with the Engineer prior to the beginning of grading operations in order to develop a mutually agreeable staking and notation system for the project.

3. Offset stakes and grade hubs will be provided for enclosed drain lines, sanitary sewer mains, water mains, manhole structures and fire hydrants, according to the system agreed on by the grade checker Engineer.

4. The Engineer will not provide grade hubs within the traveled way on any section of road concurrent with the Contractor's hauling operations on that particular section of road.

5. Grade hubs will be provided only for the top of the ballast course. In order to eliminate unnecessary destruction of grade hubs, these hubs will not be placed within the traveled way until grading has been completed to plus or minus 0.05 feet, based on cut stake information, and until the roadway where the hubs are to be placed has been compacted to the satisfaction of the Engineer.

6. Staking for curb and gutter will be set on intervals of 25 feet. Curb and gutter grades must conform to within plus or minus 0.02 feet of elevations shown on the Project Plans. Deviation from this specification will be cause for rejection of non-conforming work. Asphalt finish graded must conform to within plus or minus 0.03 feet of elevations shown on the Project Plans.

7. Any additional survey stakes not specified herein or any replacement of survey stakes provided, will be accomplished by the Engineer at the Contractor's expense. The City of Ferndale may require payment from the Contractor for such additional or redundant surveying in an amount not to exceed the labor and equipment costs directly assignable to the additional work. Such costs may be deducted from payments due the Contractor in accordance with the provisions of Section 1-05.4.

8. Any claim by the Contractor for extra compensation by reason of alterations or reconstruction work allegedly due to error in the Engineer's line and grade will

not be considered unless the original control points set by the Engineer still exist.

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 therefore.

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

(March 25, 2009 APWA GSP)

Revise the seventh paragraph to read:

Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to Section 1-02.14, it will take these performance reports into account.

1-05.14 Cooperation with Other Contractors

(March 13, 1995 WSDOT GSP)

Section 1-05.14 is supplemented with the following:

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:

Puget Sound Energy (Power): Utility Construction
Project Limits: Beginning of Project to the End of Project
Relocating and adjusting their facilities to accommodate project improvement.
Existing power poles will be impacted as a result of the Contractor's work.

Cascade Natural Gas (Gas): Utility Construction
Project Limits: Beginning of Project to the End of Project
Relocating and adjusting their facilities to accommodate project improvements.
Cascade lines will be impacted as a result of the Contractor's work.

City of Ferndale (Camera Existing Sanitary Sewer)
Project Limits: STA 20+50 to STA 25+00
City crews will camera the existing sewer main to verify and mark existing side sewers.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

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:

1-05.17 Oral Agreements

(October 1, 2005 AWPA GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way

binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

1-06 CONTROL OF MATERIALS

1-06.4 Handling and Storing Materials

(February 1, 2008 R&E GSP)

Section 1-06.4 is supplemented with the following:

The Contractor shall make arrangements for storage of equipment and materials.

Section 1-06.4 is supplemented with the following:

No staging area is provided by the Contracting Agency.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to Be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

June 27, 2011 WSDOT GSP

The third paragraph of Section 1-07.2 is revised to read:

The Contracting Agency will release the Contract Bond only if the Contractor has obtained from the State Department of Revenue a certificate showing that all Contract-related taxes have been paid.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.6 Permits and Licenses

(March 13, 1995 WSDOT GSP)

Section 1-07.6 is supplemented with the following:

No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

1-07.7 Load Limits

(March 13, 1995 WSDOT GSP)

Section 1-07.7 is supplemented with the following:

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.

1-07.13 Contractor's Responsibility for Work

1-07.13(4) Repair of Damage

(August 6, 2001 WSDOT GSP)

Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.15 Temporary Water Pollution/Erosion Control

(February 1, 2008 R&E GSP)

Section 1-07.15 is supplemented with the following:

Erosion Control shall include but not be limited to preventing storm water which has come in contact with disturbed or excavated areas from entering the storm drainage system. The contractor will not allow flow from existing ditches or ground water to come in contact with disturbed or excavated areas. The contractor shall be required to take any means necessary to prevent, control and stop water pollution or erosion within the project as shown on the Plans.

1-07.17 Utilities and Similar Facilities

(April 2, 2007 WSDOT GSP)

Section 1-07.17 is supplemented with the following:

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Puget Sound Energy, 1329 State Street, Bellingham, WA 98225
Teresa Loop, 360-647-6525

Fontier Communications, 595 Pease Road, Burlington, WA 98233
Wayne Wendell, 360-757-3406

Comcast Cable, 400 Sequoia Drive, Bellingham, WA 98226
Bill Inama 360 527-8241

Cascade Natural Gas, 1910 Racine Street, Bellingham, WA 98229

Brandon Haugnes, 360-733-5986

Black Rock Cable, Inc., 3229 Northshore Rd., Bellingham, WA 98226
Milissa Miller, 360 933-1484

City of Ferndale Public Works, 2095 Main Street, Ferndale, WA 98248
Katy Radder , 360-685-2377

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

(January 24, 2011 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The insurance policies shall contain a "cross liability" provision.

E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.

F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).

H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.

I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

1-07.18(3) Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4) Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall <u>not</u> satisfy this requirement.

3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

Per project aggregate
Premises/Operations Liability
Products/Completed Operations – for a period of one year following final acceptance of the work.
Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability
Stop Gap / Employers' Liability
Explosion, Collapse, or Underground Property Damage (XCU)
Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$1,000,000	Products & Completed Operations Aggregate
$1,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

$1,000,000	Each Accident
$1,000,000	Disease - Policy Limit
$1,000,000	Disease - Each Employee

1-07.18(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

$1,000,000	combined single limit

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

1-07.23 Public Convenience and Safety

1-07.23(1) Construction under Traffic

(April 2, 2007 WSDOT GSP)

Section 1-07.23(1) is supplemented with the following:

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:

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

(December 8, 2008 R&E GSP)
Section 1-07.23(1) is supplemented with the following:

Construction vehicles using a closed traffic lane shall travel only in the normal direction of traffic flow unless expressly allowed in an approved traffic control plan. Construction vehicles shall be equipped with flashing or rotating amber lights.

Work over an open lane of traffic will not be allowed, unless a plan for the protection of the traveling public from objects falling onto the traveled way is approved by the Engineer. This protection shall remain in place during construction and meet minimum vertical clearance for the highway.

Controlled Access
No special access or egress will be allowed the Contractor other than normal legal movements or as shown in the plans.

Pedestrian Access
The Contractor shall keep all pedestrian routes and access point (including sidewalks and crosswalks when located within the project limits) open and clear at all times unless permitted otherwise by the Engineer in an approved traffic control plan.

Hours of Darkness
The Contractor shall, at no additional cost to the Contracting Agency, make all arrangements for operations during hours of darkness. A portable illumination system, which will adequately illuminate the entire work area shall be provided. Flagger stations and advance warning signs shall be illuminated with a minimum **150-watt** floodlight and to the satisfaction of the Engineer. Flares are for emergency use and are not considered a proper method of illumination.

Hour Adjustment
If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closures hours.

Advance Notification
The Contractor shall be responsible for notifying private property owners, or tenants, five (5) working days in advance of scheduled interruptions of access to private roads or driveways. The Contractor shall notify the Engineer three (5) working days in advance of scheduled interruptions of access to private road or driveways. The Contractor shall notify private property owners, or tenants, by having a representative of the Contractor personally contact the private property owner or tenant. If the property owner or tenant is not available, the Contractor shall leave a door hanger notice indicating the commencement date of work, duration of work, the type of work being done, and the Contractor's and Engineer's phone number and address for questions and concerns. The Engineer shall be provided adequate time to review, comment, and approve the door hanger notice prior to the Contractor placing any

notices. Access shall be restored as soon as possible, but not later than the end of each working day. Any exception will only be allowed with the approval of the private property owner, or tenant, and the Engineer. All costs involved with public notification shall be incidental to the various bid items.

The Contractor shall notify the Engineer in writing 5 working days in advance of any lane closure, sidewalk closure, or both.

Public Notification
The Contractor shall notify the local fire, police, emergency service, and city engineering departments; transit companies; and the affected school district(s) in writing a minimum of 5 working days prior to each closure. The Contractor shall furnish copies of these notifications to the Engineer.

1-07.24 Rights of Way

(October 1, 2005 APWA GSP)

Delete this section in its entirety, 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.

1-07.26 Personal Liability of Public Officers

(February 1, 2008 R&E GSP)

Section 1-07.26 is revised to read:

Neither the Mayor, the Ferndale City Council, employees of the City, or the Engineer shall be personally liable for any acts or failure to act in connection with the Contract, it being understood that in such matters, they are acting solely as agents of the City of Ferndale.

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.

Add the following new section:

1-08.0(2) Hours of Work
(June 27, 2011 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

Written permission from the Engineer is required, if a Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to:

- The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

- On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times.
- Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.

1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed.

A subcontractor or lower tier subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification.

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all subcontractors and lower tier subcontractors shall be available and open to similar inspection or audit for the same time period.

1-08.1(1) Subcontract Completion and Return of Retainage Withheld

(June 27, 2011 WSDOT GSP

Section 1-08.1(1) is revised to read:

The following procedures shall apply to all subcontracts entered into as a part of this Contract:

Requirements

1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten (10) days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.
2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.

3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing .
4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:

    a. Withholding of payments until the Prime Contractor or Subcontractor complies

    b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation

    c. Cancellation, Termination, or Suspension of the Contract, in whole or in part

    d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

Conditions
This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

Payment
The Contractor will be solely responsible for any additional costs involved in paying retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.

1-08.3(2)A Type A Progress Schedule

(October 10, 2008 APWA GSP; may not be used on FHWA-funded projects)

Revise this section to read:

The Contractor shall submit $$3$$ copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section in its entirety, and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(June 27, 2011 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

(February 1, 2008 R&E GSP)
Section 1-08.4 is supplemented with the following:

Project Meetings
The Engineer shall be responsible for preparation of agenda, preparation of minutes and distribution of documentation. One set of the documentation will be sent to each participant. All meetings will be held at on-site, unless otherwise agreed upon.

Progress Meetings
Regular Progress Meetings shall be schedule by the Engineer. Progress Meetings shall be held weekly or as otherwise schedule by the Engineer.

The Progress Meeting agenda shall include, but not be limited to:

1. Review minutes of previous meeting, amend minutes if necessary, and accept minutes.
2. Review unresolved questions and issues from previous Progress Meetings and further consider those questions and issues.

3. Review new questions and issues regarding delays, coordination with other agencies, changed conditions or work scope, interferences, utilities, and requests for information (RFI's).
4. Review corrective measures to regain projected schedule
5. Review status of submittals, RFI's, change issues, as-built documentation, and other correspondence.
6. Review effects of proposed changes on progress schedule and coordination
7. Contractor to present updated look-ahead / as-built schedule describing activities to occur in the upcoming three weeks, and to document the as-built schedule for work accomplished since the prior meeting. Contractor to present the updated schedule at each regular weekly progress meeting.

Coordination Meetings
Coordination Meetings will commence after the NTP has been issued. The purpose of the Coordination Meetings is to coordinate the Contractor's Work with the work being done concurrently at the Site by others. Coordination meetings will be scheduled in conjunction with progress meetings when appropriate.

Additional Meetings
Additional meetings will be scheduled as necessary for the completion of various portions of the Work. Meetings will include pre-installation, pre-testing or other purpose as required by the specifications, conditions on the jobsite, or as requested by the Engineer or the project team.

All costs involved with the various meetings shall be incidental to the various bid items.

1-08.5 Time for Completion

(October 26, 2010 R&E GSP)

Section 1-08.5 is supplemented with the following:

This project shall be physically completed within ***25*** working days for Base Bid; ***35*** working days for Base Bid and Alternate A1.

(June 28, 2007 APWA GSP, Option A)
Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and

(3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
    a. Certified Payrolls (Federal-aid Projects)
    b. Material Acceptance Certification Documents
    c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of Amounts Credited as DBE Participation, as required by the Contract Provisions.
    d. Final Contract Voucher Certification
    e. Property owner releases per Section 1-07.24

1-08.7 Maintenance during Suspension

(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public use during suspension (as required in Section 1-07.23 or the Special Provisions). This may include a temporary road or detour.

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment

(February 1, 2008 R&E GSP)

Section 1-09.2(1) is supplemented with the following:

Truck certified weight tickets must be machine-printed with gross, tare and net weights. Additional information required on each weight ticket: Truck Number, Driver's Name, Date, Load Time and Date, Load Site, Unload Time and Date, Unload Site. No handwritten weight tickets will be accepted.

At the Engineer's request, the Contractor shall provide the Engineer with a list of hauling vehicles and the licensed legal or permitted gross weight for each vehicle.

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

(February 1, 2008 R&E GSP)

Section 1-09.6 is supplemented with the following:

No claim for force account shall be allowed except upon written order by the Engineer prior to the performance of the work. The Contractor shall submit the required force account documentation to the Engineer on a daily basis unless agreed otherwise. The Contractor and the Engineer shall review all work or material to be paid for under force account on a daily basis unless agreed otherwise. The Contractor may propose corrections to the force account quantities and shall supply supporting documentation to the Engineer within 2 working days, unless agreed otherwise, of having reviewed the force account quantities with the Engineer.

1-09.9 Payments

(June 27, 2011 APWA GSP, Option A)

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than $20,000.

(June 27, 2011 APWA GSP, Option B)

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. 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. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of Progress Payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.9 (1) Retainage

(June 27, 2011 WSDOT GSP)

Section 1-09.9(1) including title is deleted and replaced with the following:

Vacant

1-09.13(3)A Administration of Arbitration

(October 1, 2005 APWA GSP)

Revise the third paragraph to read:

> The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

(February 4, 2008 R&E GSP)

Section 1-10.1 is supplemented with the following:

> During grading operations, the elevation difference between the portion of the traveled way open to traffic and the adjoining portion of roadway shall be tapered at 10:1 or greater to allow cross traffic.
>
> In addition, for any modifications to the access provisions, the Contractor shall furnish satisfactory documentation that the affected property owners concur with the proposed change. The Contractor shall coordinate with the Engineer and the property owners and make the necessary arrangements to accommodate the access requirements of the affected property owners and the public services.
>
> The Contractor shall determine and place signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the Plans.

1-10.2 Traffic Control Management

(February 4, 2008 R&E GSP)

Section 1-10.2 is supplemented with the following:

> Before beginning work on the project, the Contractor shall designate a Traffic Control Supervisor. The Contractor shall provide the Engineer with a list of names and phone numbers of not more than six supervisory employees that may be called for traffic control, as needed, during working or non-working hours. The Contractor shall have at least one of these employees available at any time.
>
> If the Contractor's employees are not available in a timely manner to take care of emergency traffic control work, Contracting Agency forces will perform this work on behalf of the Contractor. If Contracting Agency forces provide emergency traffic control, the costs to the Contracting Agency will be deducted from progress payments due the Contractor in

accordance with Section 1-10.1 of the Standard Specifications.

1-10.2(1) General

(December 1, 2008 WSDOT GSP)

Section 1-10.2(1) is supplemented with the following:

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
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778 or
(206) 382-4090

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701

1-10.2(2) Traffic Control Plans

(February 4, 2008 R&E GSP)

Section 1-10.2(2) is supplemented with the following:

The Series K WSDOT Standard Plans are included in the contract documents as an appendix. These standard plans and the Traffic Control Plans included in the Contract Documents shall be considered as the project TCP's. The contractor may choose to submit alternate TCP's for approval as outlined in this section.

Any modifications to existing plans or new traffic plans shall be submitted to the Engineer for review and approval a minimum of five (5) working days prior to institution of the plan.

1-10.3 Traffic Control Labor, Procedures and Devices

1-10.3(3) Traffic Control Devices

(February 4, 2008 R&E GSP)

Section 1-10.3(3) is supplemented with the following:

As may be indicated in the Signing Plan or Traffic Control Plan, the Contractor may be required to install signs, warning lights, or both, on barricades.

1-10.4 Measurement

1-10.4(3) Reinstating Unit Items with Lump Sum Traffic Control

(August 2, 2004 WSDOT GSP)

Section 1-10.4(3) is supplemented with the following:

The bid proposal contains the item "Project Temporary Traffic Control," lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

"Flaggers and Spotters", per hour.
"Other Traffic Control Labor", per hour.

DIVISION 2
EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description
(February 4, 2008 R&E GSP)

Section 2-01.1 is supplemented with the following:

This item also includes any clearing and grubbing necessary for the construction of driveways and the reconstruction of intersecting roads shown on the plans.

Clearing and Grubbing work includes removal and disposal of topsoil to a depth of 6-inches and trees as shown on the plans. In addition to natural materials, clearing and grubbing shall also include removing and disposing of all refuse and any remaining structures, obstructions, trees and/or tree stumps within the right-of-way excluding contiguous pavement or structures identified under "Removal of Structures and Obstructions", as directed by the Engineer.

2-01.2 Disposal of Useable Material and Debris
(February 4, 2008 R&E GSP)

Section 2-01.2 is supplemented with the following:

Unless otherwise provided in the specifications, all material removed under this item shall become the property of the Contractor.

2-01.2(1) Disposal Method No. 1 - Open Burning
(February 4, 2008 R&E GSP)

Section 2-01.2(1) is supplemented with the following:

Disposal method No. 1 shall not be permitted within the project limits.

2-01.2(3) Disposal Method No. 3 - Chipping
(February 4, 2008 R&E GSP)

Revise the fourth sentence to read:

"Unsold chips shall become the property of the Contractor and shall be removed from the project limits."

2-01.3 Construction Requirements

2-01.3(1) Clearing

(February 4, 2008 R&E GSP)

Section 2-01.3(1) is supplemented with the following:

The Contractor shall clear all areas staked and flagged by the Engineer prior to the placement of cut/fill stakes, offset stakes or grade hubs.

2-01.5 Payment

(February 4, 2008 R&E GSP)

Section 2-01.5 is supplemented with the following:

"Clearing and Grubbing," lump sum. No additional payment shall be made for haul. Any other clearing and grubbing not specifically identified as being paid for elsewhere will be considered incidental to this bid item and no other payment shall be made.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

(September 15, 2008 R&E GSP)

Section 2-02.1 is supplemented with the following:

Also included will be existing asphalt concrete pavement, chip seal, cement concrete curbs, gutter, sidewalk, driveways, retaining walls, guardrail and posts, plugging drainage pipes, landscaping structures, fire hydrants, fences, wooden stage, light fixtures, paneling, and other structures necessary to complete the work indicated on the plans or as directed by the Engineer. Equipment, labor, and materials necessary to perform the work as specified shall be considered a portion of this work. All material shall be hauled offsite to a permitted, Contractor provided disposal site in accordance with Section 2-03.3(7)C. No payment will be made for haul.

2-02.3 Construction Requirements

(February 4, 2008 R&E GSP)

Section 2-02.3 is supplemented with the following:

Utility Removal

Cavities left by removal of features by other parties, i.e., utility poles or other obstructions, shall be backfilled and compacted by the Contractor in accordance with Section 2-03.3(14)C.

Use of Explosives

Explosives shall not be used in the demolition.

2-02.3(2) Removal of Bridges, Box Culverts, and other Drainage Structures

(September 15, 2008 R&E GSP)

Section 2-02.3(2) is supplemented with the following:

Removal of Drainage Structures and/or Manholes

Where shown in the Plans the Contractor shall remove drainage structure, cleanouts, and/or manholes regardless of the size or type. Each drainage structure, cleanouts, and/or manhole shall be removed in its entirety. Prior to backfilling the resultant void, the Contractor shall plug and abandon the existing pipe(s) with commercial concrete in accordance with Section 7-08.3(4).

Voids left by structure removal shall be backfilled and compacted in accordance with Section 2-03.3(14)C.

All materials removed shall become the property of the Contractor and shall be disposed of outside the project limits.

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

(February 4, 2008 R&E GSP)

Section 2-02.3(3) is supplemented with the following:

Delete Item 1. No on-site burial of pavement, sidewalks, curbs and gutters, is allowed.

Item 3 is supplemented with the following: "At locations where the existing pavement is to remain, the horizontal sawcut line shall not vary more than 1/8 inch along the edge of a 10-foot straightedge placed on the surface parallel to the horizontal sawcut line."

2-02.4 Measurement

(February 4, 2008 R&E GSP)

Section 2-02.4 is supplemented with the following:

Removal of raised pavement markers shall be incidental to the bid item "Removal of Structures and Obstructions."

Removal of manholes and cleanouts will be measured by the unit for each manhole and cleanout removed.

Saw-cut ACP will be measured by the linear foot-inch along the line and slope of the cut prior to sawcutting and as staked by the Engineer.

2-02.5 Payment

(February 4, 2008 R&E GSP)

Section 2-02.5 is supplemented with the following:

The lump sum contract price for "Removal of Structures and Obstructions" shall be full compensation for all tools, equipment, materials, and labor to excavate and dispose of the above materials, including Haul and disposal fees. Removal of any structures and obstructions readily apparent by visual inspection from the ground surface and not identified elsewhere will be considered incidental to this bid item.

"Removing Manhole", per each.
The unit contract price per each for "Removing Manhole" shall be full pay to perform the work as specified, including disposal.

"Removing Cleanout", per each.
The unit contract price per each for "Removing Cleanout" shall be full pay to perform the work as specified, including disposal.

The unit contract price per linear foot-inch for "Saw-cut ACP" as indicated on the Bid Proposal shall be full compensation for all labor, including hand removal if required, material, tools and equipment required to complete the Bid Items in accordance with Section 1-04.1.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3(14) Embankment Construction

Section 2-03.3(14) is supplemented with the following:

This item consists of compacting embankments constructed in accordance with Section 2-03.3(14) using excavated material generated from sanitary sewer trench excavation. The Engineer shall approve all embankment material and compaction equipment prior to their use by the Contractor. Sanitary sewer trench excavation material shall not be placed above subgrade anywhere within the roadway section unless approved by the Engineer.

2-03.3(14)C Compacting Earth Embankments

Section 2-03.3(14)C is supplemented with the following:

Only Method B is allowed.

2-03.5 Payment

Section 2-03.5 is supplemented with the following:

The unit contract price per cubic yard for Embankment Compaction shall include loading, hauling, stockpiling, placing, grading, and compacting suitable excavated material generated under any sanitary sewer trench excavation within the Project limits.

2-04 HAUL

2-04.4 Measurement

(February 5, 2008 R&E GSP)

Section 2-04.4 is revised to read:

No specific unit of measurement shall apply. All costs involved for haul shall be incidental to and included in the various bid items.

2-04.5 Payment

(February 5, 2008 R&E GSP)

Section 2-04.5 is deleted in its entirety.

2-07 WATERING

2-07.4 Measurement

(September 15, 2008 R&E GSP)

Section 2-07.4 is supplemented with the following:

The Contractor shall provide water distribution records including truck tickets and operator time records if requested by the Engineer. The Contractor will not be allowed to use City water from fire hydrant without a suitable backflow preventor and meter. Prior to using any City hydrant, the Contractor shall submit a test report verifying that the backflow preventor is functioning property. Use of City water must be pre-approved by the Public Works Department.

2-09 STRUCTURE EXCAVATION

2-09.3 Construction Requirements

(April 14, 2008 R&E GSP)

Select excavated material, as approved by the Engineer, shall be used as backfill. If the Engineer determines that native material is not suitable for trench backfill, import gravel shall be used and payment shall be made per Section 4-02.5

2-09.3(4) Construction Requirements, Structure Excavation, Class B

(February 5, 2008 R&E GSP)

Section 2-09.3(4) is supplemented with the following:

All trenches shall be backfilled and completed by the end of the day. No payment shall be made for backfill of native materials. Gravel base shall be used for backfill unless the Engineer approves the use of native material.

DIVISION 4
BASES

4-02 GRAVEL BASE

4-02.2 Materials
(February 5, 2008 R&E GSP)

Section 4-02.2 is replaced with:

Material shall meet the requirements of Section 9-03.10 Gravel Base as modified. Refer to revised Section 9-03.10 Aggregate for Gravel Base.

4-02.4 Measurement
(February 5, 2008 R&E GSP)

Section 4-02.4 is revised to read:

"Gravel Base" shall be measured by the ton.

4-02.5 Payment
(February 5, 2008 R&E GSP)

Section 4-02.5, delete the second paragraph and replace with the following:

"Gravel Base" per ton.

Section 4-02.5 is supplemented with the following:

Proof rolling of material at the direction of the Engineer will be considered incidental to this bid item.

4-04 BALLAST AND CRUSHED SURFACING

4-04.4 Measurement
(February 5, 2008 R&E GSP)

Section 4-04.4 is revised as follows:

The second paragraph is revised to read:

"Crushed Surfacing Top Course ", shall be measured by the ton.

4-04.5 Payment

(February 5, 2008 R&E GSP)

Section 4-04.5 is revised as follows:

Delete the second paragraph and replace with the following:

"Crushed Surfacing Top Course ", per ton.

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

5-04.3 Construction Requirements
(February 25, 2008 R&E GSP)

Section 5-04.3 is supplemented with the following:

All castings within paved areas shall be adjusted to finished grade after the final lift of paving as shown on the plans and paid per Section 7-05.5.

5-04.3(7)A Mix Design
(March 10, 2010 APWA GSP)

Delete this section and replace it with the following;

1. **General**. Prior to the production of HMA, the Contractor shall determine a design aggregate structure and asphalt binder content in accordance with WSDOT Standard Operating Procedure 732. Once the design aggregate structure and asphalt binder content have been determined, the Contractor shall submit the HMA mix design on DOT form 350-042 demonstrating the design meets the requirements of Sections 9-03.8(2) and 9-03.8(6). HMA accepted by nonstatistical evaluation requires a mix design verification. For HMA accepted by commercial evaluation only the first page of DOT form 350-042 and the percent of asphalt binder is required. In no case shall the paving begin before the determination of anti-strip requirements has been made. Anti-strip requirements will be determined by:

    a. Testing by WSDOT in accordance with TM 718.
    b. Testing by Contractor in accordance with WSDOT TM 718.
    c. Historical aggregate source ant-strip use provided by WDOT.

    The mix design will be the initial Job Mix Formula (JMF) for the HMA being produced. Any additional adjustments to the JMF will require the approval of the Project Engineer and may be made per Section 9-03.8(7).

2. **Mix Design Verification.** Verification shall be accomplished by one of the following processes:

    a. Submit samples to WSDOT State Materials Lab for WSDOT verification testing in accordance with WSDOT Standard Specifications.
    b. The contracting agency will perform tests to verify the mix design in accordance with the Field Verification Testing Process.
    c. Reference a mix design that has been previously verified by the Field Verification Testing Process or verified by WSDOT State Materials Lab on a previous project.

d. Perform Field Verification Testing on a sample of HMA provided by the Contractor prior to paving.

Mix design verification is valid for one year from the date of verification. At the discretion of the Engineer, agencies may accept mix designs verified beyond the verification year with certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

3. **Field Verification Testing Process.** The Contracting agency will collect three Production Samples of HMA on the first day of paving per AASHTO T 168 sampling procedures.

   a. The Contracting agency will test one Production Sample in accordance with section 5-04.3(8)A for field verification per the requirements of Section 9-03.8(7).
   b. If the test results from the first Production Sample are within the tolerances of section 9-03.8(7), the mix design will be considered verified and the test results will be used as acceptance sample number one.
   c. If the test results from the first Production Sample are outside the tolerances of section 9-03.8(7), the other two samples will be tested and the results of all three tests will be used for acceptance in accordance with Section 5-04.5(1) and will be used in the calculation of the CPF the maximum CPF shall be 1.00.

4. Prior to the first day of paving, six Ignition Furnace Calibration Samples shall be obtained to calibrate the Ignition Furnaces used for acceptance testing of the HMA. Calibration samples shall be provided by the Contractor when directed by the Engineer. Calibration samples shall be prepared in accordance with WSDOT SOP 728.

5-04.3(8)A1, General
(March 10, 2010 APWA GSP)

Delete these sections and replace them 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.

Commercial evaluation will 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 certification letter stating the material meets the HMA requirements defined in the contract.

5-04.3(8)A4, Definition of Sampling Lot and Sublot
(March 10, 2010 APWA GSP)

Delete this section and replace it with the following:

For the purpose of acceptance sampling and testing, a lot is defined as the total quantity of material or work produced for each job mix formula (JMF) placed. Only one lot per mix design will be expected to occur. The initial JMF is defined in Section 5-04.3(7)A Mix Design. The Contractor may request a change in the JMF in accordance with Section 9-03.8(7). If the request is approved, all of the material produced up to the time of the change will be evaluated on the basis of tests on samples taken from that material and a new lot will begin.

For proposal quantities less than 2500 tons sampling and testing for evaluation shall be performed as described in 5-04.3(7)A, item 3, Field Verification Testing Process. The verification sample referenced in item 3b may be used as an acceptance sample, additional testing will be at the discretion of the Engineer. When using a previously verified mix design, testing for volumetric properties may be waived at the engineer's discretion. At least one acceptance sample is required when using this method of acceptance.
For proposal quantities greater than 2500 tons sampling and testing for evaluation shall be performed as described in 5-04.3(7)A, item 3, Field Verification Testing Process, for the first 2500 tons of mix placed. The verification sample referenced in item 3b may be used as an acceptance sample for the first 2500 tons of mix placed. Additional testing will be at the rate of one sample per 800 tons of mix placed or as directed by the Engineer. When using a previously verified mix design, testing for volumetric properties may be waived at the engineer's discretion.

5-04.3(8)A5, Test Results
(March 10, 2010 APWA GSP)

Delete this section and replace it with the following:

The Engineer will furnish the Contractor with a copy of the results of all acceptance testing performed in the field at the beginning of the next paving shift. The Engineer will also provide the Composite Pay Factor (CPF) of the completed sublots after three sublots have been produced. The CPF will be provided by the midpoint of the next paving shift after sampling. Sublot sample test results (gradation and asphalt binder content) may be challenged by the Contractor. For HMA mixture accepted by statistical evaluation with a mix design that did not meet the verification tolerances, the test results in the test section including the percent air voids (Va) may be challenged. To challenge test results, the Contractor shall submit a written challenge within 7-calendar days after receipt of the specific test results. A split of the original acceptance sample will be sent for testing to either the Region Materials Laboratory or the State Materials Laboratory as determined by the Project Engineer. The split of the sample with challenged results will not be tested with the same equipment or by the same tester that ran the original acceptance test. The challenge

sample will be tested for a complete gradation analysis and for asphalt binder content. The results of the challenge sample will be compared to the original results of the acceptance sample test and evaluated according to the following criteria:

Deviation
U.S. No. 4 sieve and larger Percent passing ±4.0
U.S. No. 8 sieve Percent passing ±2.0
U.S. No. 200 sieve Percent passing ±0.4
Asphalt binder Percent binder content ±0.3
Va Percent Va ±0.7

If the results of the challenge sample testing are within the allowable deviation established above for each parameter, the acceptance sample test results will be used for acceptance of the HMA. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of $250 per challenge sample. If the results of the challenge sample testing are outside of any one parameter established above, the challenge sample will be used for acceptance of the HMA and the cost of testing will be the Contracting Agency's responsibility.

5-04.3(8)A7 Test Section – HMA Mixtures
(March 10, 2010 APWA GSP)

Delete this section.

5-04.5(1)A Price Adjustments for Quality of HMA Mixture
(March 10, 2010 APWA GSP)

Delete the first paragraph and table and replaced them with the following:

Statistical analysis of quality of gradation and asphalt content will be performed based on Section 1-06.2 using the following price adjustment factors:

Table of Price Adjustment Factors

Constituent	Factor "f"
All aggregate passing: 1 ½", 1", ¾", ½", 3/8" and No. 4 sieves	2
All aggregate passing No. 8	15
All aggregate passing No. 200 sieve	20
Asphalt binder	52

Delete items 1-3 in Paragraph two and replaced with the following:

A pay factor will be calculated for sieves listed in Section 9-03.8(7) for the class of HMA and for the asphalt binder.

1. **Nonstatistical Evaluation.** Each lot of HMA produced under Nonstatisical

Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit contract price with no further evaluation. When one or more constituents fall outside the nonstatistical acceptance tolerance limits in Section 9-03.8(7), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

2. **Commercial Evaluation.** If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit contract price with no further evaluation. When one or more constituents fall outside the commercial acceptance tolerance limits in Section 9-03.8(7), the lot shall be evaluated to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA produced under Nonstatistical or Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit contract price per ton of the mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the composite pay factor.

5-04.5(1)B Price Adjustments for Quality of HMA Compaction
(March 10, 2010 APWA GSP)

Delete this section and replace it with the following:

The maximum CPF of a compaction lot is 1.00

For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of the NCCF, the quantity of HMA in the lot in tons and the unit contract price per ton of the mix.

DIVISION 7

DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

7-05 MANHOLES, INLETS, AND CATCH BASINS

7-05.1 Description

April 21, 2010 R&E GSP)

Section 7-05.1 is supplemented with the following:

This item also includes frames and grates in designated areas. The adjusting of any new storm drain catch basin frame, manhole ring and cover, for the purpose of matching new finish grades shall be incidental to the cost of installation. Existing manholes, inlets, and catch basins within the Project boundary which are nearest to the point of connection into the storm drain system and other manholes, inlets, and catch basins which are impacted by construction activities will be cleaned by the Contractor. This work is incidental to the various bid items in this Section.

All existing sanitary sewer manhole frame and covers that are adjusted to finished grade shall be replaced with locking ring and cover.

(February 5, 2008 R&E GSP)

Sanitary Sewer Manholes shall conform to the specified Standard Plan and shall be fitted with a booted or approved gasketed connection for sewer pipes. All sanitary sewer manholes shall have locking ring and cover.

7-05.2 Materials

Section 7-05.3 is supplemented with the following:

Sanitary Sewer Manhole Covers

"Never-Seez Anti-Seize & Lubricating Compound" shall be applied to all lock down bolts prior to installation. "Never-Seez Anti-Seize & Lubricating Compound" application shall be in accordance with manufacturer's recommendations. This work is incidental to the various bid items.

7-05.3 Construction Requirements

Section 7-05.3 is supplemented with the following:

Sanitary Sewer Manholes

Where necessary to complete the removal of existing sanitary sewer manholes and installation of new sanitary sewer manholes, the Contractor shall pump existing sanitary sewer flows around the area of work and/or pump directly from pump stations into tanker trucks. The required time of pumping shall be sufficient to allow the work to be completed for each manhole. Tanker trucks shall empty their loads back into the City of Ferndale's wastewater collection system at a sanitary sewer manhole located at the intersection of Washington and 2nd Avenue (approximate STA 1+50).

Pumps used for the temporary diversion of sanitary sewer flows shall be capable of passing solids and other materials typically found in wastewater flows.

The Contractor shall give a minimum of one week notice to the Contracting Agency prior to the planned removal and installation of sanitary sewer manhole. At the time of notice, the Contractor shall provide a sanitary sewer pump around plan for review and approval by the Contracting Agency. The sanitary sewer pump around plan shall include a spill prevention and containment plan.

The Contractor may at their option choose to make the connection at night. If night work is elected, the Contractor shall be responsible for all necessary lighting, extra equipment and personnel needed to complete the work. The Contractor shall be responsible for all overtime pay for employees as a result of night work. The Contractor is cautioned that City of Ferndale employees are not on duty for night work. Should City of Ferndale employees be needed to aid in the night work, the Contractor will be billed overtime rates by the Contracting Agency per hour for City employees.

According to available information, the highest expected flows at the location where the sanitary sewer manhole is to be installed is approximately 0.18 cubic feet per second (cfs). At each location where pumping is required, at least two pumps shall be supplied, both individually capable of pumping the necessary flows the required distances and against the required elevation head. One shall be designated as the primary pump, and the second shall be a back-up pump.

The Contractor shall designate a person to oversee the pumps during their operation. This person shall be on site at all times while the pump around is occurring and shall continually monitor the pump operation. The individual shall be familiar with the operation of the pumps and shall be capable switching between pumps if necessary, refueling the pumps, etc.

The Contractor shall take all necessary precautions to prevent an uncontrolled spill of untreated wastewater.

Roadway must remain open to the passage of traffic during all pumping operations.

7-05.3(1) Adjusting Manholes and Catch Basins to Grade

(February 5, 2008 R&E GSP)

Section 7-05.3(1), paragraph 1 is revised to read:

Where shown in the Plans or where directed by the Engineer, the existing manholes, catch basins, inlets, water valve boxes, or water meter boxes shall be adjusted to the grade as staked or otherwise designated by the Engineer.

7-05.4 Measurement

Section 7-05.4 is supplemented with the following:

Measurement for the various inlets, manholes, vaults, and catch basins as indicated in the Bid Proposal, shall be per each. The following items shall be incidental and included in the unit price per each:

1. Dewatering if required
2. Gaskets, fittings, frames and grates
3. Bedding
4. Compaction
5. Connection to existing culverts, structures and drain lines
6. Sanitary Sewer Pump Around Plan
7. Temporary pumping and transportation of sewer flows, including pumps and trucks
8. Other work and materials, not specifically identified as being paid elsewhere

No specific unit of measure shall apply for the item "Adjustments to Finished Grade."

Measurement for "Commercial HMA" required for Adjustments to Finished Grades shall be per ton in accordance with Section 5-04.

7-05.5 Payment

Section 7-05.5 is supplemented with the following:

"Adjustments to Finished Grade", lump sum.
The lump sum price for "Adjustments to Finished Grade" as indicated in the Bid Proposal Form shall be full compensation for all labor, tools, equipment, and materials necessary to adjust existing structures to finished grades within the project limits.

Payment for "Commercial HMA" required for Adjustments to Finished Grades shall be per ton in accordance with Section 5-04.

The unit contract price per each of the various inlets, manholes, vaults, catch basins, drop connections, as indicated on the Bid Proposal shall be full compensation for all labor, material, tools and equipment required to complete the Bid Items in accordance with Section 1-04.1.

Abandoning existing cleanouts shall be incidental to the various bid items.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.2 Materials

Section 7-08.2 is supplemented with the following:

All trenches within or beneath the roadbed prism shall be backfilled with suitable native material as approved by the Engineer. If suitable native material is unavailable, trenches shall be backfilled with Gravel Base in accordance with Section 4-02.

Detectable marking tape shall be specifically manufactured for marking and locating underground utilities. Tape shall be solid aluminum foil, visible on the uprinted side, encased in protective high visibility, inert polyethylene plastic jacket, six inches minimum width. Aluminum foil thickness shall be 0.35 mils minimum or thicker if necessary to enable detection from the ground surface by a metal detector when the tape is buried at a depth of 3 feet. Laminate thickness shall be 5 mils minimum. Tape shall have permanent black lettering minimum 1 inch high printed contiguously the entire length of the tape identifying the facility (SEWER, for example). Color shall be in accordance with APWA Uniform Color Code for Temporary Marking of Underground Facilities and in ANSI Z535.1, Safety Color Code. Clips for joining sections of tape shall be tin or nickel-coated and furnished by the tape manufacturer. Tape shall be Terra Tape, Sentry Line Detectable as manufactured by Reef Industries, Detectable tape as manufactured by Mutual Industries, or Detectable Tape as manufactured by Presco.

7-08.3 Construction Requirements

Section 7-08.3 is supplemented by the following:

Roadway must remain open to the passage of traffic during the pipe installation.

7-08.3(1)A Removal and Replacement of Unsuitable Materials

Section 7-08.3(1)A is supplemented with the following:

Unsuitable material consists of excavated silt, clay, and organic material and in-situ materials which provide less than 1500 psf bearing capacity (as determined by a penetrometer test by the Engineer) shall be excavated and replaced with quarry spalls as shown on the Plans. All unsuitable material shall be removed from the site and hauled to a permitted, Contractor provided disposal site in accordance with Section 2-03.3(7)C.

7-08.5 Payment

The fifth paragraph of this section is revised to read:

Plugging and capping pipes shall be incidental to the bid item "Removal of Structures and Obstructions."

7-17 SANITARY SEWERS

7-17.3 Construction Requirements

7-17.3(1) Protection of Existing Sewrage Facilities

(June 10, 2009 R&E GSP)

Section 7-17.3(1) is supplemented with the following:

If the connection to the existing system involves sewer service disruption, the Contractor shall be responsible for notifying the residents and utility owner affected by the shutoff. The Engineer will advise which parties are to be notified.

The Contractor may be required to perform the connection during times other than normal working hours. The Contractor shall not operate any valves on the existing system without approval from the Engineer.

The types of connections for the sewer main are varied. For the installation of these connections, the surfaced portion of the roadway shall not be penetrated unless the connection point is directly under it.

Maintaining Service

Where existing services are to be transferred from old to new sewer mains, the Contractor shall plan and coordinate its work with that of the Utility so that service will be resumed with the least possible inconvenience to customers.

Measurement

Section 7-17.4 is supplemented with the following:

Measurement for Sanitary Sewer Pipe, as indicated on the Bid Proposal, shall be per linear foot. The following items shall be incidental and included in the unit price per linear foot:

1. Dewatering
2. Detectable marking tape
3. Pipe bedding as shown on the Plans
4. Compaction
5. Installation of sanitary sewer pipe
6. Coupling bands, fittings, and associated gaskets
7. Connection to existing structures
8. Other work and materials, not specifically identified as being paid elsewhere

The last paragraph of Section 7-17.5 is revised to read:

"Removal and Replacement of Unsuitable Material Including Haul", per cubic yard. The unit contract price per cubic yard for "Removal and Replacement of Unsuitable Material Including Haul" shall be full pay for all work to remove unsuitable material, haul, and dispose of unsuitable material, as specified in Section 7-08.3(1)A.

7-17.5 Payment

(July 6, 2009 R&E GSP)

Section 7-17.5, is supplemented with the following:

The unit Contract price per linear foot for sewer pipe of the kind and size specified shall also include full pay for all work to reconnect existing sanitary sewer services, including but not limited to equipment, tools, materials, labor, appurtenances, and backfilling.

Payment for "Quarry Spalls" required for trenches as shown on the Plans shall be per ton.

7-18 SIDE SEWERS

7-18.3(1) General

Connections to the existing sewer main shall not be made without first making the necessary scheduling arrangements with the Engineer in advance. Work shall not be started until all the materials, equipment, and labor necessary to properly complete the work are assembled on the site.

Existing side sewers shall be cut by the Contractor, unless otherwise specified in the Special Conditions. The Contractor shall remove the portions of pipe to provide for the installation of the required fittings at the points of connection. Damage caused by the Contractor's operations to existing joints in piping to remain in-service shall be repaired by the Contractor at no additional expense to the Contracting Agency.

Once work is started on a side sewer, it shall proceed continuously without interruption and as rapidly as possible until completed. No shutoff will be permitted overnight, over weekends, or on holidays.

If the connection to the existing side sewer system involves turning off the side sewer, the Contractor shall be responsible for notifying the residents affected by the shutoff. The Engineer will advise which property owners are to be notified.

The Contractor may be required to perform the connection during times other than normal working hours.

The types of connections for the side sewers are varied. For the installation of these side sewers, the surfaced portion of the roadway shall not be penetrated unless the connection point is directly under it.

7-18.5 Payment

Section 7-18.5 is supplemented with the following:

Potholing required to determine the connection point at the right of way shall be paid under the bid item "Pothole Existing Underground Utility."

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONROL

8-01.4 Measurement

The first paragraph of Section 8-01.4 is revised to read:

No specific unit of measure shall apply to the lump sum item "ESC Lead."

8-01.5 Payment

The first item, "ESC Lead", of Section 8-01.5 is revised to read:

"ESC Lead", lump sum.

The ninth item, "Inlet Protection" of Section 8-01.5 is revised to read:

"Inlet Protection", per each. The unit contract price per each for inlet protection shall include all costs for removal and disposal of accumulated debris, inlet protection maintenance, and inlet protection removal and disposal.

8-02 ROADSIDE RESTORATION

8-02.1 Description

Section 8-02.1 is supplemented with the following:

Furnish all labor, materials and equipment necessary for installation of planting and installation of topsoil and soil amendments, including but not limited to the preparation of the ground surface, installation of soil amendments, application of fertilizer, installation of seed, and chemicals as necessary in areas shown on the plans or as directed by the Engineer in accordance with these specifications.

The extent and location of seeding work includes all areas in this project , except new plant beds and paved areas, which are disturbed by construction, grading, pavement removal, utility installation and any other of the Contractor's operations or as directed by the Engineer in accordance with these specifications.

8-02.3 Construction Requirements

8-02.3(4) Topsoil

Section 8-02.3, revise the 1st sentence of this Section to read:

Topsoil shall be evenly spread over the specified areas to a depth of four (4) inches or as otherwise directed by the Engineer. Spread topsoil after subgrade preparation is complete. Do no spread topsoil when the subgrade soil and/or topsoil are frozen or excessively wet or dry.

8-02.3(4)A Topsoil Type A

Section 8-02.3(4)A is supplemented with the following:

Topsoil Type A shall be used for seeded lawn installation.

8-02.3(8) Planting

Section 8-02.3(8), add to item 1 under sentence 2 of this Section:

Unless determined otherwise by a qualified horticulturist, and approved by the Engineer.

8-02.3(11) Mulching

Section 8-02.3(11) is supplemented with the following:

Wood Cellulose mulch shall be applied at a rate of 2,000 pounds per acre. To improve germination of seeds, this rate may be increased with approval by the Engineer

8-02.3(16) Lawn Installation

Section 8-02.3(16) is supplemented with the following:

The Contractor shall perform lawn installation in accordance with the following: Immediately prior to seeded lawn installation, a nominal four (4) inch depth of "Topsoil Type A" shall be placed in the areas requiring seeded lawn installation or as directed by the Engineer. Peat moss mulch shall be applied to a depth of 1/4 inch over newly seeded lawn area. The area shall then be rolled with a landscape roller in at least 1 direction at a velocity not to exceed 2 feet per second. Alternatively, a seed of fabric mulch mat shall be installed as approved by the Engineer.

"Seeded Lawn Installation" will be paid where construction, filling excavation, and grading have disturbed unimproved areas. This will generally consist of areas behind the sidewalk where no established lawns or landscaping currently exist. "Seeded Lawn Installation" shall be placed on all exposed soil disturbed by construction or any area directed by Engineer. "Seeded Lawn Installation" shall also be placed on all fill and cut areas outside roadway surface width, within the project limits.

The intent of seeding is to produce viable roadside vegetation toward the end of preventing erosion. If seeding has not germinated satisfactorily at the time of final acceptance, this

work will be considered defective according to Section 1-05.7 of the Standard Specifications. The Engineer may require the Contractor to post security equal to 200% of the amount bid for seeding in order to secure performance of this germination specification. This security shall be in a form acceptable to the City and may be required prior to release of retainage of this project. Said security shall not be released until satisfactory germination has occurred. Any erosion, which in the opinion of the Engineer, occurs directly as a result of insufficient seed germination shall be repaired by the Contractor at no additional expense to the City. Any such repairs shall be completed prior to project acceptance or release of security as identified herein. Satisfactory germination is defined as a minimum of 300 stems per square foot. Any area in which two consecutive one square foot plots sampled fall below this standard will be considered defective and shall be corrected by the Contractor."

The dates for seeding outlined in Section 8-02.3(16)A of the Standard Specifications will be considered guidelines rather than requirements for this item. The Contractor shall use professional judgment and consider factors such as weather and soil moisture to obtain satisfactory germination."

Immediately after hydroseeding, the Contractor shall remove hydroseed overspray from all features other than the intended seeding area."

Binding Agents

Tacking agents and soil binders shall be provided in accordance with Section 8-01.3(2)E.

8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

No separate measurement will be made for fertilizer, mulch, soil amendments, binding agents, or water where applied for "Seeded Lawn Installation".

8-02.5 Payment

Section 8-02.5 is supplemented with the following:

The unit contract price per square yard for "Seeded Lawn Installation" shall be full compensation for all labor, materials (fertilizer, mulch, soil amendments, binding agents, and water), tools and equipment necessary to perform the work as specified herein. All other items in this Section, not specified on the Bid Proposal form shall be included in the cost of "Seeded Lawn Installation". The unit price shall be full compensation for multiple applications in areas required by the Engineer as the work progresses.

Payment for "Landscape Restoration" shall be on a force account basis as per Section 1-09. For the purpose of providing a common proposal for all bidders, and for that purpose only, the Contracting Agency has established the amount of force account for this item and has entered the amount in the bid proposal to become a part of the total bid by the Contractor.

8-09 RAISED PAVEMENT MARKERS

8-09.1 Description

Section 8-09.1 is supplemented with the following:

This work includes the installation of Blue Raised Pavement Markers at the location indicated on the Plans and in the Specifications.

8-09.3 Construction Requirements

Section 8-09.3 is supplemented with the following:

A blue reflector, shall be installed 1 foot off the road centerline towards the hydrant.

8-09.4 Measurement

Section 8-09.4 is supplemented with the following:

Blue raised pavement markers shall not be measured and shall be considered incidental to the various bid items.

8-18 MAILBOX SUPPORT

8-18.3 Construction Requirements

Section 8-18.3 is supplemented with the following:

The contractor shall salvage existing mailboxes and mailbox supports. The contractor shall maintain temporary mailboxes and mailbox supports as necessary during construction to ensure that mail delivery is uninterrupted during the duration of the project. Coordination with the United States Postal Service and the property owner or tenant will be the responsibility of the Contractor.

8-18.5 Payment

Section 8-18.5 is supplemented with the following:

All costs for temporary mailboxes, temporary mailbox supports and salvage and relocation of existing mailboxes shall be included in and incidental to the various bid items.

8-22 PAVEMENT MARKING

8-22.1 Description

Section 8-22.1 is supplemented with the following:

Also included in this item is the complete removal of existing and temporary pavement markings that will conflict with the new channelization. This work shall be incidental to the various bid items of the Contract, and no additional compensation will be made.

8-22.2 Materials

(April 22, 2010 R&E GSP)

Section 8-22.2 is supplemented with the following:

In accordance with Section 8-22.2, the paint materials used to form pavement markings shall be Low VOC Waterborne Paint.

8-22.3 Construction Requirements

(February 11, 2008 R&E GSP)

Section 8-22.3 is supplemented with the following:

Pavement markings shall be applied with appropriate templates to avoid non-uniform edges and unwanted drippings. Any such non-conforming pavement markings will be removed and replaced at the Contractors expense.

8-22.3(1) Preliminary Spotting

Section 8-22.3(1) is supplemented with the following:

The Contractor shall notify the Engineer three (3) working days in advance of scheduled preliminary spotting.

8-23 TEMPORARY PAVEMENT MARKINGS

8-23.1 Description

Section 8-23.1 is supplemented with the following:

The temporary centerline striping shall be 1-foot of stripe for every 25-feet of roadway. Temporary marking will be incidental to the bid proposal item for HMA in accordance with Section 5-04.

The following new Section is created:

8-30 POTHOLE EXISTING UNDERGROUND UTILITY

8-30.1 Description

When directed by the Engineer or shown on the Plans, this work shall consist of potholing existing underground utilities. The Contractor shall perform utility investigations or coordinate with utility companies as required. At the direction of the Engineer, the Contractor shall perform exploratory excavations or provide hand potholing as required to collect as-built utility information. The Contractor shall verify the depth and location of existing underground utilities. The Contractor shall immediately notify the Engineer if field conditions differ from that shown on the Plans. The Contractor shall give the owner advance notice of four (4) working days, prior to conducting such investigations.

8-30.4 Measurement

Measurement for potholing existing underground utilities will be by the unit for each pothole.

8-30.5 Payment

Payment will be made in accordance with Section 1-04.1, for the following bid items:

"Pothole Existing Underground Utility", per each.

The unit contract price per each for "Pothole Existing Underground Utility" shall be full compensation for all equipment, labor, and materials to locate the existing utility, verify the utilities' vertical and horizontal location , and restoring the disturbed area.

The following new Section is created:

8-31 REPAIR EXISTING PUBLIC AND PRIVATE FACILITIES

8-31.1 Description

This work shall consist of the repair of existing public and private facilities, and the correction, repair, removal, or construction of items as directed by the Engineer. This shall not exempt the contractor from protecting known existing facilities, or from the responsibility for repair of such known existing facilities.

8-31.3 Construction Requirements

The contractor shall obtain written or verbal approval from the Engineer, prior to proceeding with any repair of existing or private facilities. Work performed without approval from the Engineer will not be compensated.

The Contractor and the Contracting Agencies' representative or Engineer shall reconcile the hours of work for labor and equipment on a daily basis for the purpose of tracking all work under this item. The Contractor shall supply the Engineer with material invoices for all materials incorporated into this work in a timely manner. Invoices shall be original or copies of original invoices from the material supplier.

8-31.4 Measurement

Work performed under the item "Repair Existing Public and Private Facilities" shall be measured in accordance with Section 1-09.6 Force Account.

8-31.5 Payment

Payment for the item "Repair Existing Public and Private Facilities" shall be full compensation for all labor, tools, equipment, materials and subcontractor work needed to complete individual items of work as directed by the engineer. This item shall be paid in accordance with Section 1-09.6 Force Account.

DIVISION 9
MATERIALS

9-03 AGGREGATES

9-03.8 Aggregates for Hot Mix Asphalt

9-03.8(2) HMA Test Requirements
(March 10,2010 APWA GSP)

Section 9-03.8(2) is supplemented with the following:

ESAL's
The number of ESAL's for the design and acceptance of the HMA shall be 1 million.

9-03.8(7) HMA Tolerances and Adjustments
(March 10, 2010 APWA GSP)

Delete Item 1 and replace it with the following:

1. **Job Mix Formula Tolerances**. After the JMF is determined as required in 5-04.3(7)A, the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

	Nonstatistical Evaluation	**Commercial Evaluation**
Aggregate, percent passing		
1", ¾", ½", and 3/8" sieves	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±6%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%

These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points section, except the tolerance limits for sieves designated as 100% passing will be 99-100. The tolerance limits on sieves shall only apply to sieves with control points.

9-03.10 Aggregate for Gravel Base
(December 28, 2009 R&E GSP)

Section 9-03.10 is revised to read:

Gravel base shall consist of granular material, either naturally occurring or processed. It shall be essentially free from various types of wood waste or other extraneous or objectionable materials. It shall have such characteristics of size and shape that it will compact readily and shall meet the following requirements.

Stabilometer "R" Value	72 min.
Swell pressure	0.3 psi max.

The maximum particle size shall not exceed ½ of the depth of the layer being placed.
Gravel base shall meet the following requirements for grading and quality when placed in hauling vehicles for delivery to the roadway or during manufacture and placement into a temporary stockpile. The exact point of acceptance will be determined by the Engineer.

Sieve Size	Percent Passing
4" square	100
1-1/2" square	70-100
1/2" square	35-80
U.S. No. 4	15-50
U.S. No. 40	20 max
U.S. No. 200	5.0 max

Sand Equivalent shall be 40 min.

All percentages are by weight.
Gravel base material retained on a No. 4 sieve shall contain not more than 0.20 percent by weight of wood waste.

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.1 Soil

9-14.1(1) Topsoil Type A

General: Topsoil shall be free draining, fertile, friable sandy loam, and shall supply the following composition requirements: weed and seed free; pH between 5.5 and 7.5; maximum particle size to 1/2 inch, with 97% to 100% passing the 3/8 inch screen; soluble salts shall not exceed 4.0 mmho/cm; free of clay lumps, litter and toxic matter harmful to plant growth. Components shall conform to the requirements indicated. Percentages below are by volume. Mixing of the soil components shall not occur on site.

	Sand	Compost	Sandy Loam
Topsoil for turf, rough grass and plant bed areas	34%	33%	33%

Top Sand: Conform to the following analysis using Tyler Standard Screens - Equivalent U.S. Series Number:

Sieve Size	Percent Passing by Weight
#4	100%
#10	95-100%
#16	85-100%
#30	75-90%
#60	15-30%
#100	0-5%
#200 (wet sieve)	0-1.5%

Composted Mulch: Material shall be derived from aerobic decomposition of recycled plant waste fully composted; material shall be composted on a paved surface and shall have a moisture content of between 20% and 40%; no visible free water or dust shall be produced when handling the material; fresh sawdust or fresh wood by products shall not have been added after the composting process has begun. No recycled sanican waste shall be used. Yard waste shall be from permitted composting facility. Pure organic matter content shall be between 30% and 50% by weight. 100% of composted yard waste shall pass the 7/16 inch screen and a minimum 50% shall pass the 1/4" screen. Material shall be maintained at a 15% oxygen level throughout the composting process.

Sandy Loam: Shall be derived from the "A" horizon of naturally occurring, free draining, friable soils. Soils with a high clay content will be rejected. Submit separate sample for approval prior to mixing.

9-14.2 Seed

Section 9-14.2 is supplemented with the following:

Grass seed for Seeded Lawn Installation shall be a blended seed mixture of non-leafy grasses of a commercial grade for home lawn use. The composition, proportion, and quality shall be subject to the advance approval of the Engineer. Grass seed mixtures for playgrounds, pastures, roadside seeding, or other non-residential use shall not be allowed. The approved grass seed mixture shall be applied to the rate of five pounds per 1,000 square feet.

9-14.3 Fertilizer

Section 9-14.3 is supplemented with the following:

The Contractor shall supply a commercially available starter fertilizer designed by the manufacturer for use in new lawn installation applications. The fertilizer formula and application rate shall provide the following types and amounts of nutrients at a minimum:

Total Nitrogen as N - One pound per thousand square feet
Available Phosphoric Acid as $P_2 0_5$ - One pound per thousand square feet

Soluble Potash as $K_2 0$ - One pound per thousand square feet.

50-60 percent of the total nitrogen shall be derived from ureaform or ureformaldehyde. The remainder may be derived from any source.

APPENDICES
(July 12, 1999 WSDOT GSP)

The following appendices are attached and made a part of this contract:

APPENDIX A – STATE PREVAILING WAGE RATES
APPENDIX B – GEOTECHNICAL REPORT
APPENDIX C – TRAFFIC CONTROL PLAN – SERIES K WSDOT STANDARD PLANS
APPENDIX D – WSDOT STANDARD PLANS
APPENDIX E – AGC AGREEMENT

STANDARD PLANS
August 1, 2011

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 09-013, effective August 1, 2011 is made a part of this contract.

The Standard Plans are revised as follows:

B-10.20 and B10.40
Substitute "step" in lieu of "handhold" on plan

C-14a
SECTION B, callout – 1½" PVC CONDUIT (TYP.) is revised to read: 1¼" PVC CONDUIT (TYP.) callout (mark) 8 #9 ~ 36" (TYP.) is revised to read: callout (mark) 8 #8 ~ 36" (TYP.) EPOXY BAR EXPANSION JOINT DETAIL, callout (mark) W #9 (epoxy coated symbol) ~ 36" (TYP.) is revised to read: callout (mark) 8 #8 (epoxy coated symbol) ~ 36" (TYP.)

C-23.60
Note 4. For anchor post assembly details, see Standard Plan C-1b. Use detail on this plan for wood breakaway post. (No block on this post)

Is revised as follows:

Note 4. For anchor post assembly details, refer to standard plan C-1b for Sim. Installation, with the exception of using the wood breakaway post detail, this plan. (No block on this post). Typical for both steel or wood guardrail runs.

G-24.40
Existing callout - CORNER BOLT (TYP.)
New callout - CORNER BOLT OR SHOULDER BOLT (TYP.)

J-1f
Note 2, reference to J-7d is revised to J-15.15
References to J-9a (3 instances) are revised to J-60.05

J-3b
Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, "SEE STANDARD PLAN J-6C…" is revised to read: "SEE STANDARD PLAN J-10.10…"
Sheet 2 of 2, Plan View of Service Cabinet Notes, references to Std. Plan J-9a are revised to J-60.05 (3 instances).

J-7c
Note 3, reference to J-7d is revised to J-15.15

J-16b
Key Note 1, reference to J-16a is revised to J-40.36

J-16c
Key Note 1, reference to J-16a is revised to J-40.36

J-20.10
Sheet 2, 2-Way Mounting Angle Detail,
Dimension 1.625" is revised to 1.8125"
Dimension 2.375" is revised to 2.1875"

J-75.40
Monotube Sign Structure, elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC. MINIMUM SIZE # 8
Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG
Detail C, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC MIN. SIZE # 8
Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG

J-75.45
elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC. MINIMUM SIZE # 8

Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG

Detail D, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC. MIN. SIZE # 8

Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG

K-80.30
In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

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.....8/07/07
A-10.20-00.....10/05/07
A-30.35-00.....10/12/07
A-40.00-00.....8/11/09
A-50.20-01…....9/22/09
A-50.30-00…..11/17/08

A-10.30-00.....10/05/07
A-20.10-00.....8/31/07
A-30.10-00.....11/08/07
A-30.15-00.....11/08/07
A-30.30-01.....6/16/11
A-40.10-02.....6/2/11
A-40.15-00.....8/11/09
A-40.20-00.....9/20/07
A-40.50-01.....6/2/11
A-50.10-00…..11/17/08
A-50.40-00…..11/17/08
A-60.10-01.....10/14/09
A-60.20-02.....6/2/11
A-60.30-00.....11/08/07
A-60.40-00.....8/31/07

B-5.20-01.....6/16/11
B-5.40-01.....6/16/11
B-5.60-01.....6/16/11
B-10.20-00.....6/01/06
B-10.40-00.....6/01/06
B-10.60-00.....6/08/06
B-15.20-00.....6/01/06
B-15.40-00.....6/01/06
B-15.60-00.....6/01/06
B-20.20-01.....11/21/06
B-20.40-02.....6/10/08
B-20.60-02.....6/10/08
B-25.20-00.....6/08/06
B-25.60-00.....6/01/06
B-30.10-00.....6/08/06
B-30.20-01.....11/21/06
B-30.30-00.....6/01/06
B-30.40-00.....6/01/06
B-30.50-00.....6/01/06
B-30.70-02.....6/16/11
B-30.80-00.....6/08/06
B-30.90-01.....9/20/07
B-35.20-00.....6/08/06
B-35.40-00.....6/08/06
B-40.20-00.....6/01/06
B-40.40-01.....6/16/10
B-45.20-00.....6/01/06
B-45.40-00.....6/01/06
B-50.20-00.....6/01/06
B-55.20-00.....6/01/06
B-60.20-00.....6/08/06
B-60.40-00.....6/01/06
B-65.20-00.....6/01/06
B-65.40-00.....6/01/06
B-70.20-00.....6/01/06
B-70.60-00.....6/01/06
B-75.20-01.....6/10/08
B-75.50-01.....6/10/08
B-75.60-00.....6/08/06
B-80.20-00.....6/08/06
B-80.40-00.....6/01/06
B-82.20-00.....6/01/06
B-85.10-01.....6/10/08
B-85.20-00.....6/01/06
B-85.30-00.....6/01/06
B-85.40-00.....6/08/06
B-85.50-01.....6/10/08
B-90.10-00.....6/08/06
B-90.20-00.....6/08/06
B-90.30-00.....6/08/06
B-90.40-00.....6/08/06
B-90.50-00.....6/08/06
B-95.20-01.....2/03/09
B-95.40-00.....6/08/06

C-1.....6/16/11
C-1a.....10/14/09
C-1b.....6/16/11
C-1c.....5/30/97
C-1d.....10/31/03
C-2.....1/06/00
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.....7/27/01
C-2n.....7/27/01
C-2o.....7/13/01
C-2p.....10/31/03
C-3.....6/27/11
C-3a.....10/04/05
C-3b.....6/27/11
C-3c.....6/21/06
C-6.....5/30/97
C-6a.....10/14/09
C-6c.....1/06/00
C-6d.....5/30/97
C-6f.....7/25/97
C-7.....6/16/11
C-7a.....6/16/11
C-8.....2/10/09
C-8a.....7/25/97
C-8b.....6/27/11
C-8e.....2/21/07
C-8f.....6/30/04
C-10.....6/3/10
C-13.....7/3/08
C-13a.....7/3/08
C-13b.....7/3/08
C-13c.....7/3/08
C-14a.....7/3/08
C-14b.....7/26/02
C-14c.....7/3/08
C-14d.....7/3/08
C-14e.....7/3/08
C-14h.....2/10/09
C-14i.....2/10/09
C-16b.....6/3/10
C-20.14-01.....10/14/09
C-20.15-00.....10/14/09
C-20.18-00.....10/14/09
C-20.19-00.....10/14/09
C-20.40-02.....6/16/11
C-20.42-02.....6/16/11
C-20.45.00.....6/16/11
C-22.14-02.....6/16/11
C-22.16-02.....6/16/11
C-22.40-02.....6/16/10
C-22.45.00.....6/16/11
C-23.60-01.....10/14/09
C-25.18-02.....6/16/11
C-25.20-04.....10/14/09
C-25.22-03.....10/14/09
C-25.26-01.....10/14/09
C-25.80-01.....7/3/08
C-28.40-01.....6/16/11
C-40.14-01.....6/3/10
C-40.16-01.....6/3/10
C-40.18-01.....10/14/09
C-85.14-00.....6/16/11
C-85.15-00.....6/16/11

C-4b.....6/08/06
C-4b.....6/08/06
C-4e.....2/20/03
C-4f.....6/16/11
C-5.....6/16/11
C-14j.....12/02/03
C-14k.....2/10/09
C-15a.....7/3/08
C-15b.....7/3/08
C-16a.....6/3/10
C-85.16-00.....6/16/11
C-85-18-00.....6/16/11
C-85.20-00.....6/16/11
C-90.10-00.....7/3/08

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D-2.12-00.....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
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D-2.34-01.....1/06/09
D-2.36-02.....1/06/09
D-2.38-00.....11/10/05
D-2.40-00.....11/10/05
D-2.42-00.....11/10/05
D-2.44-00.....11/10/05
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D-2.68-00.....11/10/05
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D-2.80-00.....11/10/05
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D-3c.....6/30/04
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D-6.....6/19/98
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D-10.15-01.....12/02/08
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D-10.25-00.....7/8/08
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D-15.10-01.....12/02/08
D-15.20-02.....6/2/11
D-15.30-01.....12/02/08

E-1.....2/21/07
E-2.....5/29/98
E-4.....8/27/03
E-4a.....8/27/03

F-10.12-02.....6/16/11
F-10.16-00.....12/20/06
F-10.18-00.....6/27/11
F-10.40-01.....7/3/08
F-10.42-00.....1/23/07
F-80.10-01.....6/3/10
F-10.62-01.....9/05/07
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F-40.14-01.....6/3/10
F-40.15-01.....6/3/10
F-40.16-01.....6/3/10
F-45.10-00.....6/3/10

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G-24.40-01.....12/02/08
G-24.50-00.....11/08/07
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G-25.10-02.....6/27/11
G-30.10-01.....6/16/11
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G-70.30-01.....6/27/11
G-90.10-01…..5/11/11
G-90.20-01…..6/27/11
G-90.30-01…..6/2/11
G-90.40-01…..10/14/09
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G-95.20-02.....6/2/11
G-95.30-02.....6/2/11

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H-60.20-01.....7/3/08
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I-60.10-00.....8/31/07
I-60.20-00.....8/31/07

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I-30.30-00.....9/20/07
I-40.20-00.....9/20/07
I-50.10-00.....9/20/07
I-80.10-01.....8/11/09

J-1f.....6/23/00
J-3.....8/01/97
J-3b.....3/04/05
J-3c.....6/24/02
J-3d.....11/05/03
J-7c.....6/19/98
J-10.....7/18/97
J-10.10-01.....5/11/11
J-12.....2/10/09
J-15.15-00.....6/16/10
J-16b.....2/10/09
J-16c.....2/10/09
J-20.10-00.....10/14/09
J-20.15-00.....10/14/09
J-20.16-00.....10/14/09
J-20.20-00.....10/14/09
J-20.26-00.....10/14/09
J-21.10-02.....6/27/11
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J-21.16-00.....10/14/09
J-21.17-00.....10/14/09
J-21.20-00.....10/14/09
J-22.15-00.....10/14/09
J-22.16-01.....6/3/10
J-26.10-01.....6/27/11
J-26.15-00.....6/16/10
J-28.10-01.....5/11/11
J-28.22-00.....8/07/07
J-28.24-00.....8/07/07
J-28.26-01.....12/02/08
J-28.30-02.....6/27/11
J-28.40-01.....10/14/09
J-28.42-00.....8/07/07
J-28.45-01.....6/27/11
J-28.50-02.....6/2/11
J-28.60-01.....6/2/11
J-28.70-01.....5/11/11
J-29.10-00.....6/27/11
J-29.15-00.....6/27/11
J-29.16-00.....6/27/11
J-40.10-02.....5/11/11
J-40.20-02.....5/11/11
J-40.30-02.....5/11/11
J-40.36-00.....6/3/10
J-40.37-00.....6/3/10
J-40.38-00.....6/16/11
J-50.10-00.....6/3/11
J-50.11-00.....6/3/11
J-50.12-00.....6/3/11
J-50.15-00.....6/3/11
J-50.16-00.....6/3/11
J-50.20-00.....6/3/11
J-50.25-00.....6/3/11
J-50.30-00.....6/3/11
J-60.05-00.....6/16/11
J-60.13-00.....6/16/10
J-60.14-00.....6/16/10
J-75.10-01.....5/11/11
J-75.20-00.....2/10/09
J-75.30-01.....5/11/11
J-75.40-00.....10/14/09
J-75.45-00.....10/14/09
J-90.10-01.....6/27/11
J-90.20-01.....6/27/11

K-10.20-01.....10/12/07
K-10.40-00.....2/15/07
K-20.20-01.....10/12/07
K-20.40-00.....2/15/07
K-20.60-00.....2/15/07
K-22.20-01.....10/12/07
K-24.20-00.....2/15/07
K-24.40-01.....10/12/07
K-24.60-00.....2/15/07
K-24.80-01.....10/12/07
K-26.20-00.....2/15/07
K-26.40-01.....10/12/07
K-30.20-00.....2/15/07
K-30.40-01.....10/12/07
K-32.20-00.....2/15/07
K-32.40-00.....2/15/07
K-32.60-00.....2/15/07
K-32.80-00.....2/15/07
K-34.20-00.....2/15/07
K-36.20-00.....2/15/07
K-40.20-00.....2/15/07
K-40.40-00.....2/15/07
K-40.60-00.....2/15/07
K-40.80-00.....2/15/07
K-55.20-00.....2/15/07
K-60.20-02.....7/3/08
K-60.40-00.....2/15/07
K-70.20-00.....2/15/07
K-80.10-00.....2/21/07
K-80.20-00.....12/20/06
K-80.30-00.....2/21/07
K-80.35-00.....2/21/07
K-80.37-00.....2/21/07

L-10.10-01.....6/16/11
L-20.10-01.....6/16/11
L-30.10-01.....6/16/11
L-40.10-01.....6/16/11
L-40.15-01.....6/16/11
L-40.20-01.....6/16/11
L-70.10-01.....5/21/08
L-70.20-01.....5/21/08

M-1.20-02.....6/3/11
M-1.40-02.....6/3/11
M-1.60-02.....6/3/11
M-1.80-03.....6/3/11
M-9.60-00.....2/10/09
M-11.10-01.....1/30/07
M-15.10-01.....2/06/07
M-17.10-02.....7/3/08
M-40.10-02.....5/11/11
M-40.20-00...10/12/07
M-40.30-00.....9/20/07
M-40.40-00.....9/20/07

M-2.20-02.....6/3/11
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-9.50-01.....1/30/07
M-20.10-02.....6/3/11
M-20.20-01.....1/30/07
M-20.30-02.....10/14/09
M-20.40-02.....6/3/11
M-20.50-02.....6/3/11
M-24.20-01.....5/31/06
M-24.40-01.....5/31/06
M-24.50-00.....6/16/11
M-24.60-03.....5/11/11
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

CONTRACT FORMS

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CONTRACT
FOR:
EATON, SOMERSET, WILLARD, AND WASHINGTON SEWER PROJECT
FERNDALE, WASHINGTON

This Contract, made and entered into this ____ day of _____, 2011 by and between the City of Ferndale, hereinafter called the "Owner" and _____, hereinafter called the "Contractor".

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work, all in full compliance with the contract documents entitled "Eaton, Somerset, Willard, and Washington Sewer Project, Ferndale, Washington".

   The "Bid Proposal", "Specifications and Conditions", "Contract Forms", and the "Plans" sections contained in said contract documents are hereby referred to and by reference made a part hereof.

2. The Owner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to and cause to be done the above-described work, and to complete and finish the same in accordance with the said contract documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said contract documents, including the schedule of estimated quantities, and unit and lump sum prices in the Bid Proposal, the approximate sum of _____, the total amount of bid, subject to the actual quantity of work performed, at the time and in the manner and upon the conditions provided for in this contract.

3. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. The Owner hereby appoints and the Contractor hereby accepts Reichhardt & Ebe Engineering, Inc., hereinafter referred to as the Engineer, as the City's representative for the purpose of administering the provisions of this Contract, including the Owner's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor, to assess the general performance of the Contractor under this Contract, to determine if the contracted services are being performed in accordance with Federal, State or local laws, and to administer any other right granted to the Owner under this Contract. The Owner expressly reserves the right to terminate this

Contract as provided in the contract documents, and also expressly the reserves the right to commence civil action for the enforcement of this contract.

5. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.

6. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.

7. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the Engineer. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.

8. The parties intend that an independent Contractor-Owner relationship will be created by this Contract. The Owner is interested only in the results to be achieved, the implementation of the work will lie solely with the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the Engineer and shall be subject to the Engineer's general rights of inspection and review to secure the satisfactory completion thereof.

9. The Contractor agrees and covenants to indemnify, defend, and save harmless, the Owner and the City of Ferndale and those persons who were, now are, or shall be duly elected or appointed officials or members of employees thereof, hereinafter referred to as the "Owner" or "City" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the City. In case any suit or cause of action shall be brought against the Owner or the City on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the City.

In the event the Owner is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the Owner or City's legal fees, costs and disbursements incurred in establishing the right to indemnification.

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence.

Contractor hereby specifically and expressly waives any immunity under Industrial Insurance, Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties herein. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney's fees shall be allowed to the prevailing party.

10. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract, or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in City of Ferndale, Washington.

11. The failure of the Owner to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

12. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.

13. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.

14. In the event that funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the Owner may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the Owner deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the City, the Owner may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Owner has caused this instrument to be executed by and in the name of the said County, the day and year first above written.

Executed by the Contractor this _____day of _____, 2011.

CITY OF FERNDALE:

By: _____
City Administrator / Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 2011, before me personally appeared _____ to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

NOTARY PUBLIC, in and for the
State of Washington, residing at:

My Commission Expires:_____

CONTRACTOR:

By: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 2011, before me personally appeared _____ to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

NOTARY PUBLIC, in and for the
State of Washington, residing at:

My Commission Expires:_____

PERFORMANCE BOND
to the
City of Ferndale

KNOW ALL MEN BY THESE PRESENTS, That we_____
_____ the Contractor named in the Contract hereinafter referred to as PRINCIPAL, and_____ as SURETY, are jointly and severally held and firmly bound to the City of Ferndale, hereinafter referred to as OWNER named in said Contract E, Ferndale, Washington, for the penal sum of,

_____
_____DOLLARS
($_____),
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas, the Principal entered into a contract with the Owner, dated the _____day of _____, 2011, for such construction work with the City of Ferndale, Washington.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions and agreements of said contract during the period of the original contract and any extensions thereof that may be granted by the Owner, with or without notices to the surety; and during the life of any guaranty required under the contract; and shall also well and truly perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made; notice of which modifications to the surety being hereby waived, shall indemnify and save harmless owner from all cost and damage by reason of the principal's default of failure to do so, and shall pay the State of Washington sales and use taxes, and amounts due said state pursuant to Titles 50 and 51 of the Revised Code of Washington then this obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their separate seals this _____ day of _____, 2011, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

Corporate Seal:

_____
PRINCIPAL

ATTEST: (If Corporation)

By:_____

Title:_____

_____
SURETY

Corporate Seal:

By:_____

Title:_____

PAYMENT BOND

To the
City of Ferndale

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and_____
(Name of Surety)

_____
(Address of surety)

hereinafter called **SURETY**, are held and firmly bound unto_____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called **OWNER**, in the penal sum of _____Dollars, $(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____day of _____
20___, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, **SUBCONTRACTORS**, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK,** and all Insurance premiums on said **WORK,** and for all labor, performed in such **WORK** whether by **SUBCONTRACTOR** or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said **SURETY** for value received hereby stipulates and agrees that no change,

extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any wise affect its obligation on this **BOND,** and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS.**
PROVIDED, FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each on of which
(number)
shall be deemed an original, this the _____ day of _____

ATTEST:

_____
Principal

_____
(Principal) Secretary

(SEAL) **By** _____(s)

_____
(Address)

_____

_____
Witness as to Principal

_____
(Address)

_____ _____
(Surety)

ATTEST: **By** _____
(Attorney –in-Fact)

_____ _____
Witness as to Surety (Address)

_____ _____
(Address)

NOTE: Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is Partnership, all partners should execute **BOND.**

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the **PROJECT** is located.

APPENDICES

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APPENDIX A
STATE PREVAILING WAGE RATES
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State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage
The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 9/7/2011

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Whatcom	Asbestos Abatement Workers	Journey Level	$40.03	5D	1H	
Whatcom	Boilermakers	Journey Level	$44.35		1	
Whatcom	Brick Mason	Brick And Block Finisher	$41.01	5A	1M	
Whatcom	Brick Mason	Journey Level	$47.87	5A	1M	
Whatcom	Brick Mason	Pointer-Caulker-Cleaner	$47.87	5A	1M	
Whatcom	Building Service Employees	Janitor	$8.67		1	
Whatcom	Building Service Employees	Shampooer	$8.67		1	
Whatcom	Building Service Employees	Waxer	$8.67		1	
Whatcom	Building Service Employees	Window Cleaner	$8.67		1	
Whatcom	Cabinet Makers (In Shop)	Journey Level	$24.89		1	
Whatcom	Carpenters	Acoustical Worker	$48.63	5D	1M	
Whatcom	Carpenters	Bridge, Dock And Wharf Carpenters	$48.47	5A	1M	
Whatcom	Carpenters	Carpenter	$48.47	5D	1M	
Whatcom	Carpenters	Creosoted Material	$48.57	5D	1M	
Whatcom	Carpenters	Floor Finisher	$48.60	5D	1M	
Whatcom	Carpenters	Floor Layer	$48.60	5D	1M	
Whatcom	Carpenters	Floor Sander	$48.60	5D	1M	
Whatcom	Carpenters	Sawfiler	$48.60	5D	1M	
Whatcom	Carpenters	Shingler	$48.60	5D	1M	
Whatcom	Carpenters	Stationary Power Saw Operator	$48.60	5D	1M	
Whatcom	Carpenters	Stationary Woodworking Tools	$48.60	5D	1M	
Whatcom	Cement Masons	Journey Level	$49.15	7A	1M	
Whatcom	Divers & Tenders	Diver	$100.28	5D	1M	8A
Whatcom	Divers & Tenders	Diver On Standby	$56.68	5D	1M	
Whatcom	Divers & Tenders	Diver Tender	$52.23	5D	1M	
Whatcom	Divers & Tenders	Surface Rcv & Rov Operator	$52.23	5D	1M	
Whatcom	Divers & Tenders	Surface Rcv & Rov Operator Tender	$48.67	5A	1B	

Whatcom	Dredge Workers	Assistant Engineer	$49.57	5D	1T	8L
Whatcom	Dredge Workers	Assistant Mate(deckhand)	$49.06	5D	1T	8L
Whatcom	Dredge Workers	Engineer Welder	$49.62	5D	1T	8L
Whatcom	Dredge Workers	Leverman, Hydraulic	$51.19	5D	1T	8L
Whatcom	Dredge Workers	Maintenance	$49.06	5D	1T	8L
Whatcom	Dredge Workers	Mates And Boatmen	$49.57	5D	1T	8L
Whatcom	Dredge Workers	Oiler	$49.19	5D	1T	8L
Whatcom	Drywall Applicator	Journey Level	$48.47	5D	1M	
Whatcom	Drywall Tapers	Journey Level	$29.63		1	
Whatcom	Electrical Fixture Maintenance Workers	Journey Level	$13.82		1	
Whatcom	Electricians - Inside	Cable Splicer	$58.71	7H	1E	
Whatcom	Electricians - Inside	Construction Stock Person	$29.16	7H	1D	
Whatcom	Electricians - Inside	Journey Level	$54.69	7H	1E	
Whatcom	Electricians - Motor Shop	Craftsman	$15.37		1	
Whatcom	Electricians - Motor Shop	Journey Level	$14.69		1	
Whatcom	Electricians - Powerline Construction	Cable Splicer	$63.04	5A	4A	
Whatcom	Electricians - Powerline Construction	Certified Line Welder	$57.61	5A	4A	
Whatcom	Electricians - Powerline Construction	Groundperson	$41.06	5A	4A	
Whatcom	Electricians - Powerline Construction	Head Groundperson	$43.33	5A	4A	
Whatcom	Electricians - Powerline Construction	Heavy Line Equipment Operator	$57.61	5A	4A	
Whatcom	Electricians - Powerline Construction	Jackhammer Operator	$43.33	5A	4A	
Whatcom	Electricians - Powerline Construction	Journey Level Lineperson	$57.61	5A	4A	
Whatcom	Electricians - Powerline Construction	Line Equipment Operator	$48.64	5A	4A	
Whatcom	Electricians - Powerline Construction	Pole Sprayer	$57.61	5A	4A	
Whatcom	Electricians - Powerline Construction	Powderperson	$43.33	5A	4A	
Whatcom	Electronic Technicians	Journey Level	$25.09		1	
Whatcom	Elevator Constructors	Mechanic	$72.01	7D	4A	
Whatcom	Elevator Constructors	Mechanic In Charge	$78.13	7D	4A	
Whatcom	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	$13.67		1	
Whatcom	Fence Erectors	Fence Erector	$22.97		1	
Whatcom	Flaggers	Journey Level	$33.93	7A	2Y	
Whatcom	Glaziers	Journey Level	$50.91	7L	1Y	
Whatcom	Heat & Frost Insulators And	Journeyman	$55.68	5J	1S	

	Asbestos Workers					
Whatcom	Heating Equipment Mechanics	Journey Level	$19.85		1	
Whatcom	Hod Carriers & Mason Tenders	Journey Level	$41.28	7A	2Y	
Whatcom	Industrial Engine And Machine Mechanics	Journey Level	$15.65		1	
Whatcom	Industrial Power Vacuum Cleaner	Journey Level	$9.24		1	
Whatcom	Inland Boatmen	Boat Operator	$51.95	5B	1K	
Whatcom	Inland Boatmen	Cook	$48.62	5B	1K	
Whatcom	Inland Boatmen	Deckhand	$48.62	5B	1K	
Whatcom	Inland Boatmen	Deckhand Engineer	$49.60	5B	1K	
Whatcom	Inland Boatmen	Launch Operator	$50.80	5B	1K	
Whatcom	Inland Boatmen	Mate	$50.80	5B	1K	
Whatcom	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	$9.73		1	
Whatcom	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$11.48		1	
Whatcom	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	$12.78		1	
Whatcom	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	$8.67		1	
Whatcom	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	$10.53		1	
Whatcom	Insulation Applicators	Journey Level	$48.67	5D	1M	
Whatcom	Ironworkers	Journeyman	$57.52	7N	1O	
Whatcom	Laborers	Air, Gas Or Electric Vibrating Screed	$40.03	7A	2Y	
Whatcom	Laborers	Airtrac Drill Operator	$41.28	7A	2Y	
Whatcom	Laborers	Ballast Regular Machine	$40.03	7A	2Y	
Whatcom	Laborers	Batch Weighman	$33.93	7A	2Y	
Whatcom	Laborers	Brick Pavers	$40.03	7A	2Y	
Whatcom	Laborers	Brush Cutter	$40.03	7A	2Y	
Whatcom	Laborers	Brush Hog Feeder	$40.03	7A	2Y	
Whatcom	Laborers	Burner	$40.03	7A	2Y	
Whatcom	Laborers	Caisson Worker	$41.28	7A	2Y	
Whatcom	Laborers	Carpenter Tender	$40.03	7A	2Y	
Whatcom	Laborers	Caulker	$40.03	7A	2Y	
Whatcom	Laborers	Cement Dumper-paving	$40.77	7A	2Y	
Whatcom	Laborers	Cement Finisher Tender	$40.03	7A	2Y	

Whatcom	Laborers	Change House Or Dry Shack	$40.03	7A	2Y	
Whatcom	Laborers	Chipping Gun (under 30 Lbs.)	$40.03	7A	2Y	
Whatcom	Laborers	Chipping Gun(30 Lbs. And Over)	$40.77	7A	2Y	
Whatcom	Laborers	Choker Setter	$40.03	7A	2Y	
Whatcom	Laborers	Chuck Tender	$40.03	7A	2Y	
Whatcom	Laborers	Clary Power Spreader	$40.77	7A	2Y	
Whatcom	Laborers	Clean-up Laborer	$40.03	7A	2Y	
Whatcom	Laborers	Compressed Air Worker 0-30 psi	$52.08	7A	2Y	8Q
Whatcom	Laborers	Compressed Air Worker 30.01-44.00 psi	$57.08	7A	2Y	8Q
Whatcom	Laborers	Compressed Air Worker 44.01-54.00 psi	$60.76	7A	2Y	8Q
Whatcom	Laborers	Compressed Air Worker 54.01-60.00 psi	$66.46	7A	2Y	8Q
Whatcom	Laborers	Compressed Air Worker 60.01-64.00 psi	$68.58	7A	2Y	8Q
Whatcom	Laborers	Compressed Air Worker 64.01-68.00 psi	$73.68	7A	2Y	8Q
Whatcom	Laborers	Compressed Air Worker 68.01-70.00 psi	$75.58	7A	2Y	8Q
Whatcom	Laborers	Concrete Dumper/chute Operator	$40.77	7A	2Y	
Whatcom	Laborers	Concrete Form Stripper	$40.03	7A	2Y	
Whatcom	Laborers	Concrete Placement Crew	$40.77	7A	2Y	
Whatcom	Laborers	Concrete Saw Operator/core Driller	$40.77	7A	2Y	
Whatcom	Laborers	Crusher Feeder	$33.93	7A	2Y	
Whatcom	Laborers	Curing Laborer	$40.03	7A	2Y	
Whatcom	Laborers	Demolition: Wrecking & Moving (incl. Charred Material)	$40.03	7A	2Y	
Whatcom	Laborers	Ditch Digger	$40.03	7A	2Y	
Whatcom	Laborers	Diver	$41.28	7A	2Y	
Whatcom	Laborers	Drill Operator (hydraulic,diamond)	$40.77	7A	2Y	
Whatcom	Laborers	Dry Stack Walls	$40.03	7A	2Y	
Whatcom	Laborers	Dump Person	$40.03	7A	2Y	
Whatcom	Laborers	Epoxy Technician	$40.03	7A	2Y	
Whatcom	Laborers	Erosion Control Worker	$40.03	7A	2Y	
Whatcom	Laborers	Faller & Bucker Chain Saw	$40.77	7A	2Y	
Whatcom	Laborers	Fine Graders	$40.03	7A	2Y	
Whatcom	Laborers	Firewatch	$33.93	7A	2Y	

Whatcom	Laborers	Form Setter	$40.03	7A	2Y	
Whatcom	Laborers	Gabian Basket Builders	$40.03	7A	2Y	
Whatcom	Laborers	General Laborer	$40.03	7A	2Y	
Whatcom	Laborers	Grade Checker & Transit Person	$41.28	7A	2Y	
Whatcom	Laborers	Grinders	$40.03	7A	2Y	
Whatcom	Laborers	Grout Machine Tender	$40.03	7A	2Y	
Whatcom	Laborers	Groutmen (pressure) including Post Tension Beams	$40.77	7A	2Y	
Whatcom	Laborers	Guardrail Erector	$40.03	7A	2Y	
Whatcom	Laborers	Hazardous Waste Worker (level A)	$41.28	7A	2Y	
Whatcom	Laborers	Hazardous Waste Worker (level B)	$40.77	7A	2Y	
Whatcom	Laborers	Hazardous Waste Worker (level C)	$40.03	7A	2Y	
Whatcom	Laborers	High Scaler	$41.28	7A	2Y	
Whatcom	Laborers	Jackhammer	$40.77	7A	2Y	
Whatcom	Laborers	Laserbeam Operator	$40.77	7A	2Y	
Whatcom	Laborers	Maintenance Person	$40.03	7A	2Y	
Whatcom	Laborers	Manhole Builder-mudman	$40.77	7A	2Y	
Whatcom	Laborers	Material Yard Person	$40.03	7A	2Y	
Whatcom	Laborers	Miner	$41.28	7A	2Y	
Whatcom	Laborers	Motorman-dinky Locomotive	$40.77	7A	2Y	
Whatcom	Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	$40.77	7A	2Y	
Whatcom	Laborers	Pavement Breaker	$40.77	7A	2Y	
Whatcom	Laborers	Pilot Car	$33.93	7A	2Y	
Whatcom	Laborers	Pipe Layer Lead	$41.28	7A	2Y	
Whatcom	Laborers	Pipe Layer/tailor	$40.77	7A	2Y	
Whatcom	Laborers	Pipe Pot Tender	$40.77	7A	2Y	
Whatcom	Laborers	Pipe Reliner	$40.77	7A	2Y	
Whatcom	Laborers	Pipe Wrapper	$40.77	7A	2Y	
Whatcom	Laborers	Pot Tender	$40.03	7A	2Y	
Whatcom	Laborers	Powderman	$41.28	7A	2Y	
Whatcom	Laborers	Powderman's Helper	$40.03	7A	2Y	
Whatcom	Laborers	Power Jacks	$40.77	7A	2Y	
Whatcom	Laborers	Railroad Spike Puller - Power	$40.77	7A	2Y	

Whatcom	Laborers	Raker - Asphalt	$41.28	7A	2Y	
Whatcom	Laborers	Re-timberman	$41.28	7A	2Y	
Whatcom	Laborers	Remote Equipment Operator	$40.77	7A	2Y	
Whatcom	Laborers	Rigger/signal Person	$40.77	7A	2Y	
Whatcom	Laborers	Rip Rap Person	$40.03	7A	2Y	
Whatcom	Laborers	Rivet Buster	$40.77	7A	2Y	
Whatcom	Laborers	Rodder	$40.77	7A	2Y	
Whatcom	Laborers	Scaffold Erector	$40.03	7A	2Y	
Whatcom	Laborers	Scale Person	$40.03	7A	2Y	
Whatcom	Laborers	Sloper (over 20")	$40.77	7A	2Y	
Whatcom	Laborers	Sloper Sprayer	$40.03	7A	2Y	
Whatcom	Laborers	Spreader (concrete)	$40.77	7A	2Y	
Whatcom	Laborers	Stake Hopper	$40.03	7A	2Y	
Whatcom	Laborers	Stock Piler	$40.03	7A	2Y	
Whatcom	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	$40.77	7A	2Y	
Whatcom	Laborers	Tamper (multiple & Self-propelled)	$40.77	7A	2Y	
Whatcom	Laborers	Timber Person - Sewer (lagger, Shorer & Cribber)	$40.77	7A	2Y	
Whatcom	Laborers	Toolroom Person (at Jobsite)	$40.03	7A	2Y	
Whatcom	Laborers	Topper	$40.03	7A	2Y	
Whatcom	Laborers	Track Laborer	$40.03	7A	2Y	
Whatcom	Laborers	Track Liner (power)	$40.77	7A	2Y	
Whatcom	Laborers	Truck Spotter	$40.03	7A	2Y	
Whatcom	Laborers	Tugger Operator	$40.77	7A	2Y	
Whatcom	Laborers	Tunnel Work-Guage and Lock Tender	$41.38	7A	2Y	8Q
Whatcom	Laborers	Tunnel Work-Miner	$41.38	7A	2Y	8Q
Whatcom	Laborers	Vibrator	$40.77	7A	2Y	
Whatcom	Laborers	Vinyl Seamer	$40.03	7A	2Y	
Whatcom	Laborers	Watchman	$30.84	7A	2Y	
Whatcom	Laborers	Welder	$40.77	7A	2Y	
Whatcom	Laborers	Well Point Laborer	$40.77	7A	2Y	
Whatcom	Laborers	Window Washer/cleaner	$30.84	7A	2Y	
Whatcom	Laborers - Underground Sewer & Water	General Laborer & Topman	$40.03	7A	2Y	
Whatcom	Laborers - Underground Sewer & Water	Pipe Layer	$40.77	7A	2Y	
Whatcom	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	$11.50		1	
Whatcom	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	$11.50		1	
Whatcom	Landscape Construction	Landscaping Or Planting Laborers	$11.50		1	

Whatcom	Lathers	Journey Level	$48.74	5D	1H	
Whatcom	Marble Setters	Journey Level	$47.87	5A	1M	
Whatcom	Metal Fabrication (In Shop)	Fitter	$13.81		1	
Whatcom	Metal Fabrication (In Shop)	Laborer	$9.00		1	
Whatcom	Metal Fabrication (In Shop)	Machine Operator	$13.81		1	
Whatcom	Metal Fabrication (In Shop)	Welder	$13.81		1	
Whatcom	Millwright	Journey Level	$30.79		1	
Whatcom	Modular Buildings	Journey Level	$8.67		1	
Whatcom	Painters	Journey Level	$35.70	6Z	2B	
Whatcom	Pile Driver	Journey Level	$48.67	5A	1M	
Whatcom	Plasterers	Journey Level	$46.63	7Q	1R	
Whatcom	Playground & Park Equipment Installers	Journey Level	$8.67		1	
Whatcom	Plumbers & Pipefitters	Journey Level	$59.46	5A	1G	
Whatcom	Power Equipment Operators	Asphalt Plant Operators	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Assistant Engineer	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Barrier Machine (zipper)	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Batch Plant Operator, Concrete	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Bobcat	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Brokk - Remote Demolition Equipment	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Brooms	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Bump Cutter	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Cableways	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Chipper	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Compressor	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Concrete Finish Machine - laser Screed	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Conveyors	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Cranes: 100 Tons Through	$50.94	7A	1T	8P

		199 Tons, or 150' of boom (including jib with attachments); Overhead, bridge type, 100 tons and over; Tower crane up to 175' in height, base to boom.				
Whatcom	Power Equipment Operators	Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)	$51.51	7A	1T	8P
Whatcom	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Cranes: Friction 100 Tons Through 199 Tons	$51.51	7A	1T	8P
Whatcom	Power Equipment Operators	Cranes: Friction Over 200 Tons	$52.07	7A	1T	8P
Whatcom	Power Equipment Operators	Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)	$52.07	7A	1T	8P
Whatcom	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Crusher	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Deck Engineer/deck Winches (power)	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Derricks, On Building Work	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Dozer Quad 9, HD 41, D10 and Over	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Dozers D-9 & Under	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Drilling Machine	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$49.90	7A	1T	8P

Whatcom	Power Equipment Operators	Gradechecker/stakeman	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Guardrail Punch/Auger	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Horizontal/directional Drill Locator	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Horizontal/directional Drill Operator	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Hydralifts/boom Trucks Over 10 Tons	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	$50.94	7A	1T	8P
Whatcom	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Loaders, Overhead Under 6 Yards	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Loaders, Plant Feed	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Loaders: Elevating Type Belt	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Locomotives, All	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Material Transfer Device	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Mechanics, All (leadmen - $0.50 Per Hour Over Mechanic)	$50.94	7A	1T	8P
Whatcom	Power Equipment Operators	Mixers: Asphalt Plant	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Motor Patrol Grader - Non-finishing	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Motor Patrol Graders, Finishing	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	$50.39	7A	1T	8P

Whatcom	Power Equipment Operators	Pavement Breaker	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Pile Driver (other Than Crane Mount)	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Posthole Digger, Mechanical	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Power Plant	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Pumps - Water	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Rigger And Bellman	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Rollagon	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Roller, Other Than Plant Mix	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Roto-mill, Roto-grinder	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Saws - Concrete	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Scrapers - Concrete & Carry All	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Service Engineers - Equipment	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Shotcrete/gunite Equipment	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$50.94	7A	1T	8P
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$51.51	7A	1T	8P
Whatcom	Power Equipment Operators	Slipform Pavers	$50.39	7A	1T	8P

Whatcom	Power Equipment Operators	Spreader, Topsider & Screedman	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Subgrader Trimmer	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Tower Bucket Elevators	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Tower Crane Over 175'in Height, Base To Boom	$51.51	7A	1T	8P
Whatcom	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	$50.94	7A	1T	8P
Whatcom	Power Equipment Operators	Transporters, All Track Or Truck Type	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Trenching Machines	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators	Truck Mount Portable Conveyor	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators	Welder	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators	Wheel Tractors, Farmall Type	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators	Yo Yo Pay Dozer	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Bobcat	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Brooms	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground	Cableways	$50.39	7A	1T	8P

	Sewer & Water					
Whatcom	Power Equipment Operators- Underground Sewer & Water	Chipper	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Compressor	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - laser Screed	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Conveyors	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)	$51.51	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction 100 Tons Through 199 Tons	$51.51	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction Over 200 Tons	$52.07	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)	$52.07	7A	1T	8P

Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Crusher	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Dozer Quad 9, HD 41, D10 and Over	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch/Auger	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. &	$50.39	7A	1T	8P

		Over				
Whatcom	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks Over 10 Tons	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	$50.94	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - $0.50 Per Hour Over Mechanic)	$50.94	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Mixers: Asphalt Plant	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Grader - Non-finishing	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground	Motor Patrol Graders, Finishing	$50.39	7A	1T	8P

	Sewer & Water					
Whatcom	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Power Plant	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Rigger And Bellman	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Rollagon	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground	Roller, Plant Mix Or Multi-lift Materials	$49.48	7A	1T	8P

	Sewer & Water					
Whatcom	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$50.94	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$51.51	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground	Tower Bucket Elevators	$49.48	7A	1T	8P

	Sewer & Water					
Whatcom	Power Equipment Operators- Underground Sewer & Water	Tower Crane Over 175'in Height, Base To Boom	$51.51	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	$50.94	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	$49.48	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	$49.90	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Welder	$50.39	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	$47.12	7A	1T	8P
Whatcom	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	$49.90	7A	1T	8P
Whatcom	Power Line Clearance Tree Trimmers	Journey Level In Charge	$41.95	5A	4A	
Whatcom	Power Line Clearance Tree Trimmers	Spray Person	$39.83	5A	4A	
Whatcom	Power Line Clearance Tree Trimmers	Tree Equipment Operator	$40.36	5A	4A	
Whatcom	Power Line Clearance Tree Trimmers	Tree Trimmer	$37.53	5A	4A	
Whatcom	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$28.35	5A	4A	
Whatcom	Refrigeration & Air Conditioning Mechanics	Journey Level	$23.95		1	
Whatcom	Residential Brick Mason	Journey Level	$47.87	5A	1M	
Whatcom	Residential Carpenters	Journey Level	$23.81		1	
Whatcom	Residential Cement Masons	Journey Level	$27.28		1	
Whatcom	Residential Drywall	Journey Level	$25.00		1	

	Applicators					
Whatcom	Residential Drywall Tapers	Journey Level	$23.91		1	
Whatcom	Residential Electricians	Journey Level	$37.65		1	
Whatcom	Residential Glaziers	Journey Level	$13.79		1	
Whatcom	Residential Insulation Applicators	Journey Level	$13.96		1	
Whatcom	Residential Laborers	Journey Level	$20.00		1	
Whatcom	Residential Marble Setters	Journey Level	$47.87	5A	1M	
Whatcom	Residential Painters	Journey Level	$17.43		1	
Whatcom	Residential Plumbers & Pipefitters	Journey Level	$28.26		1	
Whatcom	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$38.78	5A	1G	
Whatcom	Residential Sheet Metal Workers	Journey Level	$30.74	7J	1I	
Whatcom	Residential Soft Floor Layers	Journey Level	$23.46		1	
Whatcom	Residential Sprinkler Fitters (Fire Protection)	Journey Level	$31.09		1	
Whatcom	Residential Stone Masons	Journey Level	$47.87	5A	1M	
Whatcom	Residential Terrazzo Workers	Journey Level	$8.67		1	
Whatcom	Residential Terrazzo/Tile Finishers	Journey Level	$14.00		1	
Whatcom	Residential Tile Setters	Journey Level	$8.67		1	
Whatcom	Roofers	Journey Level	$25.27		1	
Whatcom	Sheet Metal Workers	Journey Level	$55.15	7F	1E	
Whatcom	Shipbuilding & Ship Repair	Boilermaker	$34.13	7M	1H	
Whatcom	Shipbuilding & Ship Repair	Carpenter	$15.16		1	
Whatcom	Shipbuilding & Ship Repair	Crane Operator	$16.04		1	
Whatcom	Shipbuilding & Ship Repair	Electrician	$15.18		1	
Whatcom	Shipbuilding & Ship Repair	Heat & Frost Insulator	$55.68	5J	1S	
Whatcom	Shipbuilding & Ship Repair	Inside Machinist	$16.70		1	
Whatcom	Shipbuilding & Ship Repair	Laborer	$23.38		1	
Whatcom	Shipbuilding & Ship Repair	Outside Machinist	$14.69		1	
Whatcom	Shipbuilding & Ship Repair	Painter	$15.16		1	
Whatcom	Shipbuilding & Ship Repair	Pipefitter	$15.18		1	
Whatcom	Shipbuilding & Ship Repair	Sheet Metal	$20.26		1	
Whatcom	Shipbuilding & Ship Repair	Welder/burner	$15.21		1	
Whatcom	Sign Makers & Installers (Electrical)	Journey Level	$16.03		1	
Whatcom	Sign Makers & Installers (Non-Electrical)	Journey Level	$14.23		1	
Whatcom	Soft Floor Layers	Journey Level	$41.95	5A	2Z	
Whatcom	Solar Controls For Windows	Journey Level	$8.67		1	

Whatcom	Sprinkler Fitters (Fire Protection)	Journey Level	$35.06		1	
Whatcom	Stage Rigging Mechanics (Non Structural)	Journey Level	$13.23		1	
Whatcom	Stone Masons	Journey Level	$47.87	5A	1M	
Whatcom	Street And Parking Lot Sweeper Workers	Journey Level	$15.00		1	
Whatcom	Surveyors	All Classifications	$36.16	Null	1	
Whatcom	Telecommunication Technicians	Journey Level	$35.82	7E	1E	
Whatcom	Telephone Line Construction - Outside	Cable Splicer	$34.20	5A	2B	
Whatcom	Telephone Line Construction - Outside	Hole Digger/Ground Person	$18.72	5A	2B	
Whatcom	Telephone Line Construction - Outside	Installer (Repairer)	$32.78	5A	2B	
Whatcom	Telephone Line Construction - Outside	Special Aparatus Installer I	$34.20	5A	2B	
Whatcom	Telephone Line Construction - Outside	Special Apparatus Installer II	$33.51	5A	2B	
Whatcom	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	$34.21	5A	2B	
Whatcom	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$31.81	5A	2B	
Whatcom	Telephone Line Construction - Outside	Telephone Lineperson	$31.81	5A	2B	
Whatcom	Telephone Line Construction - Outside	Television Groundperson	$18.16	5A	2B	
Whatcom	Telephone Line Construction - Outside	Television Lineperson/Installer	$24.09	5A	2B	
Whatcom	Telephone Line Construction - Outside	Television System Technician	$28.72	5A	2B	
Whatcom	Telephone Line Construction - Outside	Television Technician	$25.81	5A	2B	
Whatcom	Telephone Line Construction - Outside	Tree Trimmer	$31.82	5A	2B	
Whatcom	Terrazzo Workers	Journey Level	$43.93	5A	1M	
Whatcom	Tile Setters	Journey Level	$43.93	5A	1M	
Whatcom	Tile, Marble & Terrazzo Finishers	Finisher	$40.76	5A	1B	
Whatcom	Traffic Control Stripers	Journey Level	$17.41		1	
Whatcom	Truck Drivers	Asphalt Mix	$30.15		1	
Whatcom	Truck Drivers	Dump Truck	$19.32		1	
Whatcom	Truck Drivers	Dump Truck And Trailer	$19.32		1	
Whatcom	Truck Drivers	Other Trucks	$14.48		1	
Whatcom	Truck Drivers	Transit Mixer	$16.81		1	

Whatcom	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$15.00		1	
Whatcom	Well Drillers & Irrigation Pump Installers	Oiler	$8.67		1	
Whatcom	Well Drillers & Irrigation Pump Installers	Well Driller	$18.02		1	

BENEFIT CODE KEY - EFFECTIVE 08-31-2011 THRU 03-02-2012

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OVERTIME CODES

OVERTIME CALCULATIONS ARE BASED ON THE HOURLY RATE ACTUALLY PAID TO THE WORKER. ON PUBLIC WORKS PROJECTS, THE HOURLY RATE MUST BE NOT LESS THAN THE PREVAILING RATE OF WAGE MINUS THE HOURLY RATE OF THE COST OF FRINGE BENEFITS ACTUALLY PROVIDED FOR THE WORKER.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

C. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

D. THE FIRST TWO (2) HOURS BEFORE OR AFTER A FIVE - EIGHT (8) HOUR WORKWEEK DAY OR A FOUR - TEN (10) HOUR WORKWEEK DAY AND THE FIRST EIGHT (8) HOURS WORKED THE NEXT DAY AFTER EITHER WORKWEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL ADDITIONAL HOURS WORKED AND ALL WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

E. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

F. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

G. THE FIRST TEN (10) HOURS WORKED ON SATURDAYS AND THE FIRST TEN (10) HOURS WORKED ON A FIFTH CALENDAR WEEKDAY IN A FOUR - TEN HOUR SCHEDULE, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

H. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS OR EQUIPMENT BREAKDOWN) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

I. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL ALSO BE PAID AT ONE AND DOUBLE THE HOURLY RATE OF WAGE.

J. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TEN (10) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

K. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

L. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

M. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

N. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

O. THE FIRST TEN (10) HOURS WORKED ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS, HOLIDAYS AND AFTER TWELVE (12) HOURS, MONDAY THROUGH FRIDAY, AND AFTER TEN (10) HOURS ON SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

P. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF CIRCUMSTANCES WARRANT) AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

1. Q. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND UP TO TEN (10) HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT CHRISTMAS DAY) SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON CHRISTMAS DAY SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

S. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS AND ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

T. WORK PERFORMED IN EXCESS OF EIGHT (8) HOURS OF STRAIGHT TIME PER DAY, OR TEN (10) HOURS OF STRAIGHT TIME PER DAY WHEN FOUR TEN (10) HOUR SHIFTS ARE ESTABLISHED, OR FORTY (40) HOURS OF STRAIGHT TIME PER WEEK, MONDAY THROUGH FRIDAY, OR OUTSIDE THE NORMAL SHIFT, AND ALL WORK ON SATURDAYS SHALL BE PAID AT TIME AND ONE-HALF THE STRAIGHT TIME RATE. HOURS WORKED OVER TWELVE HOURS (12) IN A SINGLE SHIFT AND ALL WORK PERFORMED AFTER 6:00 PM SATURDAY TO 6:00 AM MONDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE OF PAY. THE EMPLOYER SHALL HAVE THE SOLE DISCRETION TO ASSIGN OVERTIME WORK TO EMPLOYEES. PRIMARY CONSIDERATION FOR OVERTIME WORK SHALL BE GIVEN TO EMPLOYEES REGULARLY ASSIGNED TO THE WORK TO BE PERFORMED ON OVERTIME SITUATIONS. AFTER AN EMPLOYEE HAS WORKED EIGHT (8) HOURS AT AN APPLICABLE OVERTIME RATE, ALL ADDITIONAL HOURS SHALL BE AT THE APPLICABLE OVERTIME RATE UNTIL SUCH TIME AS THE EMPLOYEE HAS HAD A BREAK OF EIGHT (8) HOURS OR MORE.

U. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

V. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT THANKSGIVING DAY AND CHRISTMAS DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON THANKSGIVING DAY AND CHRISTMAS DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

W. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS (EXCEPT MAKE-UP DAYS DUE TO CONDITIONS BEYOND THE CONTROL OF THE EMPLOYER)) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

X. THE FIRST FOUR (4) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TWELVE (12) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TWELVE (12) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. WHEN HOLIDAY FALLS ON SATURDAY OR SUNDAY, THE DAY BEFORE SATURDAY, FRIDAY, AND THE DAY AFTER SUNDAY, MONDAY, SHALL BE CONSIDERED THE HOLIDAY AND ALL WORK PERFORMED SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

Y. ALL HOURS WORKED OUTSIDE THE HOURS OF 5:00 AM AND 5:00 PM (OR SUCH OTHER HOURS AS MAY BE AGREED UPON BY ANY EMPLOYER AND THE EMPLOYEE) AND ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY (10 HOURS PER DAY FOR A 4 X 10 WORKWEEK) AND ON SATURDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. (EXCEPT FOR EMPLOYEES WHO ARE ABSENT FROM WORK WITHOUT PRIOR APROVAL ON A SCHEDULED WORKDAY DURING THE WORKWEEK SHALL BE PAID AT THE STRAIGHT-TIME RATE UNTIL THEY HAVE WORKED 8 HOURS IN A DAY (10 IN A 4 X 10 WORKWEEK) OR 40 HOURS DURING THAT WORKWEEK.) ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND LABOR DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

1. Z ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID THE STRAIGHT TIME RATE OF PAY IN ADDITION TO HOLIDAY PAY.

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

C. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

F. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT THE STRAIGHT HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

G. ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON PAID HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE INCLUDING HOLIDAY PAY.

H. ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

K. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY.

O. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

2. R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS AND ALL HOURS WORKED OVER SIXTY (60) IN ONE WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

U. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER 12 HOURS IN A DAY, OR ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

W. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ON A FOUR-DAY, TEN-HOUR WEEKLY SCHEDULE, EITHER MONDAY THRU THURSDAY OR TUESDAY THRU FRIDAY SCHEDULE, ALL HOURS WORKED AFTER TEN SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. THE FIRST EIGHT (8) HOURS WORKED ON THE FIFTH DAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED ON THE FIFTH, SIXTH, AND SEVENTH DAYS AND ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

Y. ALL HOURS WORKED ON SATURDAYS (EXCEPT FOR MAKE-UP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

Z. ALL HOURS WORKED MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 6:00 P.M. AND 6:00 A.M. AND ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, ***EXCEPT*** FOR COMMERCIAL, OCCUPIED BUILDINGS WHERE FLOOR COVERING WORK CANNOT BE PERFORMED IN THE REGULAR DAYTIME HOURS DUE TO OCCUPANCY. FOR SUCH OCCUPIED, COMMERCIAL BUILDINGS; THE EMPLOYEE MAY AGREE TO WORK BETWEEN THE HOURS OF 6:00 PM TO 6:00 AM MONDAY THROUGH SATURDAY MORNING AT 6:00 AM AT AN OVERTIME PAY RATE OF 10% OVER THE STRAIGHT TIME RATE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

3. A. WORK PERFORMED IN EXCESS OF EIGHT (8) HOURS OF STRAIGHT TIME PER DAY, OR TEN (10) HOURS OF STRAIGHT TIME PER DAY WHEN FOUR TEN (10) HOUR SHIFTS ARE ESTABLISHED, OR FORTY (40) HOURS OF STRAIGHT TIME PER WEEK, MONDAY THROUGH FRIDAY, OR OUTSIDE THE NORMAL SHIFT, AND ALL WORK ON SATURDAYS SHALL BE PAID AT TIME AND ONE-HALF THE STRAIGHT TIME RATE. HOURS WORKED OVER TWELVE HOURS (12) IN A SINGLE SHIFT AND ALL WORK PERFORMED AFTER 6:00 PM SATURDAY TO 6:00 AM MONDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE OF PAY. ANY SHIFT

STARTING BETWEEN THE HOURS OF 6:00 PM AND MIDNIGHT SHALL RECEIVE AN ADDITIONAL ONE DOLLAR ($1.00) PER HOUR FOR ALL HOURS WORKED THAT SHIFT.
THE EMPLOYER SHALL HAVE THE SOLE DISCRETION TO ASSIGN OVERTIME WORK TO EMPLOYEES. PRIMARY CONSIDERATION FOR OVERTIME WORK SHALL BE GIVEN TO EMPLOYEES REGULARLY ASSIGNED TO THE WORK TO BE PERFORMED ON OVERTIME SITUATIONS. AFTER AN EMPLOYEE HAS WORKED EIGHT (8) HOURS AT AN APPLICABLE OVERTIME RATE, ALL ADDITIONAL HOURS SHALL BE AT THE APPLICABLE OVERTIME RATE UNTIL SUCH TIME AS THE EMPLOYEE HAS HAD A BREAK OF EIGHT (8) HOURS OR MORE.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

A. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

B. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

HOLIDAY CODES

5. A. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).

B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (8).

C. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

D. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

H. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, AND CHRISTMAS (6).

I. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).

J. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, AND CHRISTMAS DAY (7).

K. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9).

L. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8)

N. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (9).

P. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9). IF A HOLIDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE CONSIDERED AS A HOLIDAY.

R. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, ONE-HALF DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (7 1/2).

5. S. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (7).

T. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY BEFORE OR AFTER CHRISTMAS (9).

V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.

Z. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

6. A. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

E. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A HALF-DAY ON CHRISTMAS EVE DAY. (9 1/2).

G. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND CHRISTMAS EVE DAY (11).

H. PAID HOLIDAYS: NEW YEAR'S DAY, NEW YEAR'S EVE DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (10).

I. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).

6. Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY (8). UNPAID HOLIDAY: PRESIDENTS' DAY.

T. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (9).

Z HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). IF A HOLIDAY FALLS ON SATURDAY, THE PRECEDING FRIDAY SHALL BE CONSIDERED AS THE HOLIDAY. IF A HOLIDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE CONSIDERED AS THE HOLIDAY.

7. A. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. IF ANY OF THE LISTED HOLIDAYS FALLS ON A SATURDAY, THE PRECEDING FRIDAY SHALL BE A REGULAR WORK DAY.

B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

C. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

D. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). UNPAID HOLIDAYS: PRESIDENT'S DAY. ANY PAID HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY PAID HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

E. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A

SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

F. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

G. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY.

H. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, INDEPENDENCE DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (9). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

I. HOLIDAYS: NEW YEAR'S DAY, PRESIDENT'S DAY, INDEPENDENCE DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (9). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

J. HOLIDAYS: NEW YEAR'S DAY, INDEPENDENCE DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY (6). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

K. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

L. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, LABOR DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

7.

M. PAID HOLIDAYS: NEW YEAR'S DAY, THE DAY AFTER OR BEFORE NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY AFTER OR BEFORE CHRISTMAS DAY. 10). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

N. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. WHEN CHRISTMAS FALLS ON A SATURDAY, THE PRECEDING FRIDAY SHALL BE OBSERVED AS A HOLIDAY.

O. PAID HOLIDAYS: NEW YEAR'S DAY, THE DAY AFTER OR BEFORE NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER OR BEFORE CHRISTMAS DAY, AND THE EMPLOYEES BIRTHDAY. 11). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

P. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY.

Q. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. IF ANY OF THE LISTED HOLIDAYS FALLS ON A SATURDAY, THE PRECEDING FRIDAY SHALL BE A REGULAR WORK DAY.

NOTE CODES

8. A. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
   OVER 50' TO 100' - $2.00 PER FOOT FOR EACH FOOT OVER 50 FEET
   OVER 100' TO 150' - $3.00 PER FOOT FOR EACH FOOT OVER 100 FEET
   OVER 150' TO 220' - $4.00 PER FOOT FOR EACH FOOT OVER 150 FEET
   OVER 220' - $5.00 PER FOOT FOR EACH FOOT OVER 220 FEET

   C. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
   OVER 50' TO 100' - $1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
   OVER 100' TO 150' - $1.50 PER FOOT FOR EACH FOOT OVER 100 FEET
   OVER 150' TO 200' - $2.00 PER FOOT FOR EACH FOOT OVER 150 FEET
   OVER 200' - DIVERS MAY NAME THEIR OWN PRICE

   D. WORKERS WORKING WITH SUPPLIED AIR ON HAZMAT PROJECTS RECEIVE AN ADDITIONAL $1.00 PER HOUR.

   L. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: $0.75, LEVEL B: $0.50, AND LEVEL C: $0.25.

   M. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS: LEVELS A & B: $1.00, LEVELS C & D: $0.50.

   N. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: $1.00, LEVEL B: $0.75, LEVEL C: $0.50, AND LEVEL D: $0.25

8. P. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - CLASS A SUIT: $2.00, CLASS B SUIT: $1.50, CLASS C SUIT: $1.00, AND CLASS D SUIT $0.50.

   Q. THE HIGHEST PRESSURE REGISTERED ON THE GAUGE FOR AN ACCUMULATED TIME OF MORE THAN FIFTEEN (15) MINUTES DURING THE SHIFT SHALL BE USED IN DETERMINING THE SCALE PAID.

APPENDIX B
GEOTECHNICAL REPORT
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GEOTEST

741 Marine Drive
Bellingham, WA 98226

20611-67th Avenue NE
Arlington, WA 98223

PHONE
360 733_7318

TOLL FREE
888 251_5276

FAX
360 733_7418

June 17, 2011
Job No. 11-0137

Reichhardt & Ebe Engineering
PO Box 978
Lynden, Washington 98248

Attn.: Luis Ponce

Re: Limited Geotechnical Report
Ferndale Utilities Project
Eaton Avenue to Washington Street, Portal Way to 2nd Avenue
Ferndale, Washington

Dear Mr. Ponce,

As requested, GeoTest Services, Inc. is pleased to submit this report summarizing the results of our limited geotechnical investigation for the referenced project. The purpose of this evaluation was to establish general subsurface conditions beneath the site from which conclusions and recommendations for earthwork activities could be formulated. Specifically, our scope of services included the following tasks:

- Exploration of soil and groundwater conditions underlying the projected path of the proposed new waterline by drilling (6) test borings to evaluate subsurface conditions.

- Laboratory testing on representative samples in order to classify and evaluate the engineering characteristics of the soils encountered.

- Provide this written report containing a description of subsurface soil and groundwater conditions, boring logs, and findings and recommendations pertaining to site preparation and earthwork, fill and compaction, wet weather earthwork, temporary shoring, geotechnical consultation and construction monitoring.

PROJECT DESCRIPTION

We understand the utilities project will include the installation of new sewerline down three alleyways, between Eaton Avenue and Washington Street, and between 2nd Avenue and Portal Way within the City of Ferndale Washington.

SITE CONDITIONS

This section discusses the general surface and subsurface conditions observed at the project site at the time of our field investigation. Interpretations of the site conditions are based on the results of our review of available information, site reconnaissance, subsurface explorations, and laboratory testing.

Surface Conditions

The site of the proposed new utility project is located in (3) alleyways, southwest of the Corner of Eaton Avenue and Portal Way in Ferndale, Washington. Surface water was not observed on the site at the time of our field investigation. In general, the topography in the vicinity of the proposed project slopes gently from the northwest to the southeast.

Subsurface Soil Conditions

Subsurface conditions within the areas of interest were explored by advancing (6) borings with a trailer mounted drill rig on April 4th, 2011. The borings (B-1 through B-6) were explored to depths of approximately 21.5 feet below ground surface (BGS). The borings were advanced within the general vicinity of the proposed new waterline. The approximate locations of the borings are shown on the Site and Exploration Plan, Figure 2. A discussion of field exploration and laboratory test procedures, together with edited logs of the borings are presented in Appendix A.

Within 5 of the 6 boring locations, approximately 10 feet of loose to medium dense, silty to gravelly sand was encountered overlaying soft to very soft, silty clay to the full depths explored. In boring B-4, very soft gray clays were encountered at approximately 3 feet BGS. In boring B-5, approximately 15 feet of medium dense silty sands were observed over the very soft gray clays. The sandy layers were typically moist to wet and the clayey soils typically became soft to very soft at a depth of approximately 10 to 15 feet BGS. In boring B-6 the clays encountered below approximately 10 feet BGS displayed high plasticity. It should be noted that contacts between soil layers are interpreted when they occur between drilling sampling points. Therefore, variations in the elevation of the noted soil horizon contacts should be expected throughout the project.

Groundwater

At the time of our subsurface investigation in April 2011, evidence of perched groundwater seepage, inferred by a wetted interval on the drill rods as they were pulled from the borings during sampling operations, was encountered between approximately 8 to 13 feet BGS. The perched groundwater condition is due to relatively impermeable sandy clays present within the lower half of our boring explorations. Accordingly, the groundwater will perch atop the clay layer and migrate laterally through the site. The groundwater gradient is anticipated to generally run in the northwest to southeast direction following the overall surface topography which drains towards the Nooksack River.

The groundwater conditions reported on the boring logs are for the specific locations and dates indicated, and therefore may not necessarily be indicative of other locations and/or times. Groundwater levels and/or seepage rates are not static and it is anticipated that groundwater conditions will vary depending on local subsurface conditions, season, precipitation, changes in site use, both on and off site, and other factors.

CONCLUSIONS AND RECOMMENDATIONS

Based upon evaluation of the data collected during this investigation, it is our opinion that the new utilities project is feasible from a geotechnical standpoint, provided the recommendations provided in this report are implemented.

Site Preparation and Earthwork

Based on the soil conditions observed in our explorations, we anticipate that the onsite soil can be excavated using conventional construction equipment.

Fill and Compaction

Structural fill used within the planned utility project must be properly placed and compacted. In general, any suitable non-organic, predominantly granular soil may be used for structural fill material including portions of the existing native soils. However, reuse of any existing native soils along with the source of any import structural fill material should be reviewed and approved by project design team and the permitting jurisdiction (City of Ferndale). The re-use of native, granular material or the use of imported structural fill shall be properly moisture conditioned prior to placement and compaction, and the specified degree of compaction obtained prior to continued work. Excavated site material containing topsoil, wood, trash, organic material or other debris will not be suitable for reuse as structural fill and should be properly disposed offsite or placed in nonstructural areas.

Due to the high percentage of fine-grained soils within the lower half of our explorations throughout the site and the potential for perched groundwater as shallow as 8 feet BGS (Boring B-6), the subsurface soils are considered "moisture-sensitive" and are likely unsuitable for re-use as trench backfill. Also, if significantly soft clays are encountered immediately below the base of the planned new utility elevation, alternate base improvement techniques may need to be conducted prior to pipe bedding placement.

Imported Structural Fill

We recommend that imported structural fill consist of clean, well-graded sandy gravel, gravelly sand, or other approved naturally occurring granular material (pit run) with at least 40 percent retained on the No. 4 sieve, or a well-graded crushed rock. Structural fill for dry weather construction may contain on the order of 10% fines (that portion passing the U.S. No. 200 sieve) based on the portion passing the U.S. No. 4 sieve. Soil containing more than about 5 percent fines cannot consistently be compacted to a dense, non-yielding condition when the water content is greater than optimum. Accordingly, we recommend that imported structural fill with less than 5% fines be used during wet weather conditions. Due to wet weather or wet site conditions, soil moisture contents could be high enough that it may be very difficult to compact even "clean" imported select granular fill to a firm and unyielding condition. Soils with over-optimum moisture contents should either be scarified and dried back to more suitable moisture contents during periods of dry weather or removed and replaced with fill soils at a more suitable range of moisture contents.

Backfill and Compaction

Structural fill utilized within the planned utility trench should be placed in horizontal lifts, not exceeding approximately 10 to 12 inches in loose thickness and thoroughly compacted. In paved and right of way areas, the fill should be compacted to at least 92 percent, except the upper 24 inches of subgrade, which should be compacted to a minimum of 95 percent of maximum dry density as determined using test method ASTM D1557. We recommend that compaction be tested periodically throughout the depth of fill placement at intervals of approximately 50 to 100 feet on center.

Wet Weather Earthwork

It is our experience that the native, silty sand and clay site soils are particularly susceptible to degradation during wet weather. As a result, it may be difficult to control the moisture content of the site soils during the wet season. If construction is accomplished during wet weather, we recommend that structural fill consist of imported, clean, well-graded sand or sand and gravel as described above. If fill is to be placed or earthwork is to be performed in wet weather or under wet conditions, the contractor may reduce soil disturbance by:

- Limiting the size of areas that are stripped of topsoil and left exposed
- Accomplishing earthwork activities in small sections
- Limiting construction traffic over unprotected soil
- Sloping excavated surfaces to promote runoff
- Limiting the size and type of construction equipment used
- Providing gravel "working mats" over areas of prepared subgrade
- Removing wet surficial soil prior to commencing fill placement each day
- Sealing the exposed ground surface by rolling with a smooth drum compactor, rubber-tired roller, or hoe-pack at the end of each working day
- Providing up gradient perimeter ditches or low earthen berms and using temporary sumps to collect runoff and prevent water from ponding and damaging exposed subgrades.

Temporary Utility Trench Shoring Considerations

Due to the soft, wet soils encountered within the lower half of our exploratory borings, we recommend that the contractor take the necessary actions to mitigate against the potential for sidewall sloughing and/or caving.

It is very important that the utility trench be properly backfilled and compacted to minimize the possibility of cracking or localized loss of pavement support.

Surcharge loads on trench support systems due to construction equipment, stockpiled material, and vehicle traffic should be included in the design of any anticipated shoring system. The contractor should implement measures to prevent surface water runoff from entering trenches and excavations. In addition, vibration as a result of construction activities and traffic may cause caving of the trench walls.

Actual trench configurations should be the responsibility of the contractor. All applicable local, state, and federal safety codes should be followed. All open cuts should be monitored by the contractor during excavation for any evidence of instability. If instability

is detected, the contractor should flatten the side slopes or install temporary shoring. If groundwater or groundwater seepage is present, and the trench is not properly dewatered, the soil within the trench zone may be prone to caving, channeling, and running. Trench widths may be substantially wider than under dewatered conditions.

During our site investigation, it was brought to our attention that a 2 inch natural gas line was present along the east-center portion of the north/south trending alley. It is our understanding that this gas line will likely be exposed and will need temporary support to prevent damage during construction activities. We recommend coordination with Cascade Natural Gas prior to the start of construction and that a gas company monitor is present when appropriate.

Temporary and Permanent Slopes

Actual construction slope configurations and maintenance of safe working conditions, including temporary excavation stability, should be the responsibility of the contractor, who is able to monitor the construction activities and has direct control over the means and methods of construction. All applicable local, state, and federal safety codes should be followed. All open cuts should be monitored during and after excavation for any evidence of instability. If instability is detected, the contractor should flatten the side slopes or install temporary shoring. Based on the limited site access for this project we anticipate that all trench excavations will need to be shored.

Temporary excavations in excess of 4 ft should be shored or sloped in accordance with Safety Standards for Construction Work Part N, WAC 296-155-657. Temporary unsupported excavations in the medium dense sands encountered at the project site are classified as a Type C soil according to WAC 296-155-657 and may be sloped as steep as 1.5H:1V. Temporary unsupported excavations in the medium stiff silts/clays encountered at the project site are classified as a Type B soil according to WAC 296-155-657 and may be sloped as steep as 1H:1V. Flatter slopes or temporary shoring may be required in areas where groundwater flow is present, softer soils are encountered, or when unstable conditions develop.

Dewatering Techniques

The soils we encountered below the project site typically consisted of silty sand soils over clay deposits that correlate to extremely low infiltration rates and are therefore considered impervious. Perched groundwater seepage should be anticipated although evidence of a regional groundwater table, such as a distinct mottled horizon, was not encountered within any of our explorations indicating that if construction is conducted during the dry season slight and/or no groundwater seepage may be present. However, if excavation and utility placement activities occur during the wet season, the contractor should expect groundwater seepage to be perched above the relatively impervious glacial deposits within the planned depths of the new waterline utility excavation.

The type of dewatering techniques employed during construction activities depends upon the amount of water encountered within the trench. Typically, minor amounts of seepage and groundwater can be controlled with sump pumps and greater amounts of water can be controlled with well points attached to an elaborate dewatering pump system. Well points are generally used in relatively clean sandy soils where they can be

inserted to depths below the regional groundwater table and will likely not be applicable for this project based on the observed site conditions.

In order to avoid potential dewatering issues, we recommend that construction be accomplished during the driest summer months. In the event that construction occurs during the wet season, limited dewatering within portions of the utility alignment should be expected.

Geotechnical Consultation and Construction Monitoring

We recommend that geotechnical construction monitoring services be provided. These services should include observation by geotechnical personnel during fill placement/compaction activities and subgrade preparation operations to verify that design subgrade conditions are obtained beneath the proposed construction. We also recommend that periodic field density testing be performed to verify that the appropriate degree of compaction is obtained. The purpose of these services would be to observe compliance with the design concepts, specifications, and recommendations of this report, and in the event subsurface conditions differ from those anticipated before the start of construction, provide revised recommendations appropriate to the conditions revealed during construction. GeoTest Services would be pleased to provide these services for you.

USE OF THIS REPORT

GeoTest Services has prepared this report for the exclusive use of the Reichhardt & Ebe Engineering and the City of Ferndale for specific application to the design of the proposed new waterline as referenced above. Use of this report is at the user's sole risk. This report is not intended to be utilized by others and is not applicable to other sites. Within the limitations of scope and budget, our services have been conducted in accordance with generally accepted practices of the geotechnical engineering profession; no other warranty, either expressed or implied, is made as to the professional advice included in this report.

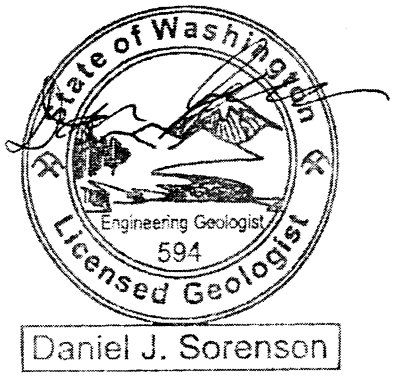
Our site explorations indicate subsurface conditions at the dates and locations indicated. It is not warranted that they are representative of subsurface conditions at other locations and times. The analyses, conclusions, and recommendations contained in this report are based on site conditions to the limited depth of our explorations at the time of our exploration program, a brief geological reconnaissance of the area, and review of published geological information for the site. We assume that the explorations are representative of the subsurface conditions throughout the site during the preparation of our recommendations. If variations in subsurface conditions are encountered during construction, we should be notified for review of the recommendations of 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, or if conditions change due to construction operations at or adjacent to the project site, we recommend that we review this report to determine the applicability of the conclusions and recommendations contained herein.

The earthwork contractor is responsible to perform all work in conformance with all applicable WISHA/OSHA regulations. GeoTest Services, Inc. should not be assumed to be responsible for job site safety on this project, and this responsibility is specifically disclaimed.

We appreciate the opportunity to provide geotechnical services on this project and look forward to assisting you during the construction phase. If you have any questions regarding the information contained in this report, or if we may be of further service, please contact our office.

Respectfully Submitted,
GeoTest Services, Inc.

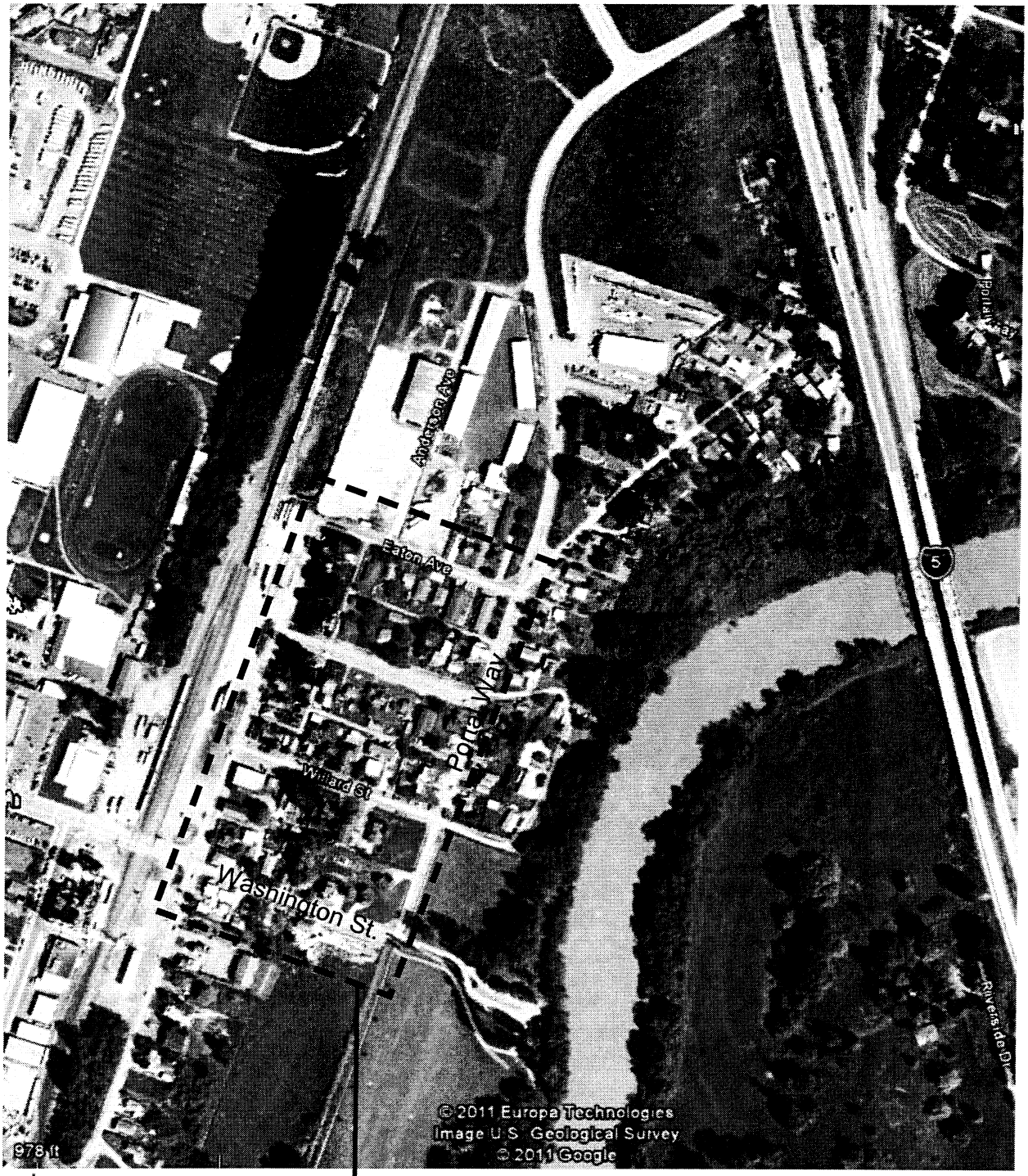
Rod Spencer
Staff Geologist



Dan Sorenson, L.E.G.
Engineering Geologist

Attachments:

	Figure 1	Vicinity Map
	Figure 2	Site and Exploration Plan
	Appendix A	Field Explorations and Laboratory Testing
	A-1	Soil Classification System and Key
	A-2 through A-7	Boring Logs
	A-8 & A-9	Sieve Analysis
	A-10	Atterberg Analysis



Reference Map Provided By Google Earth

PROJECT LOCATION

N

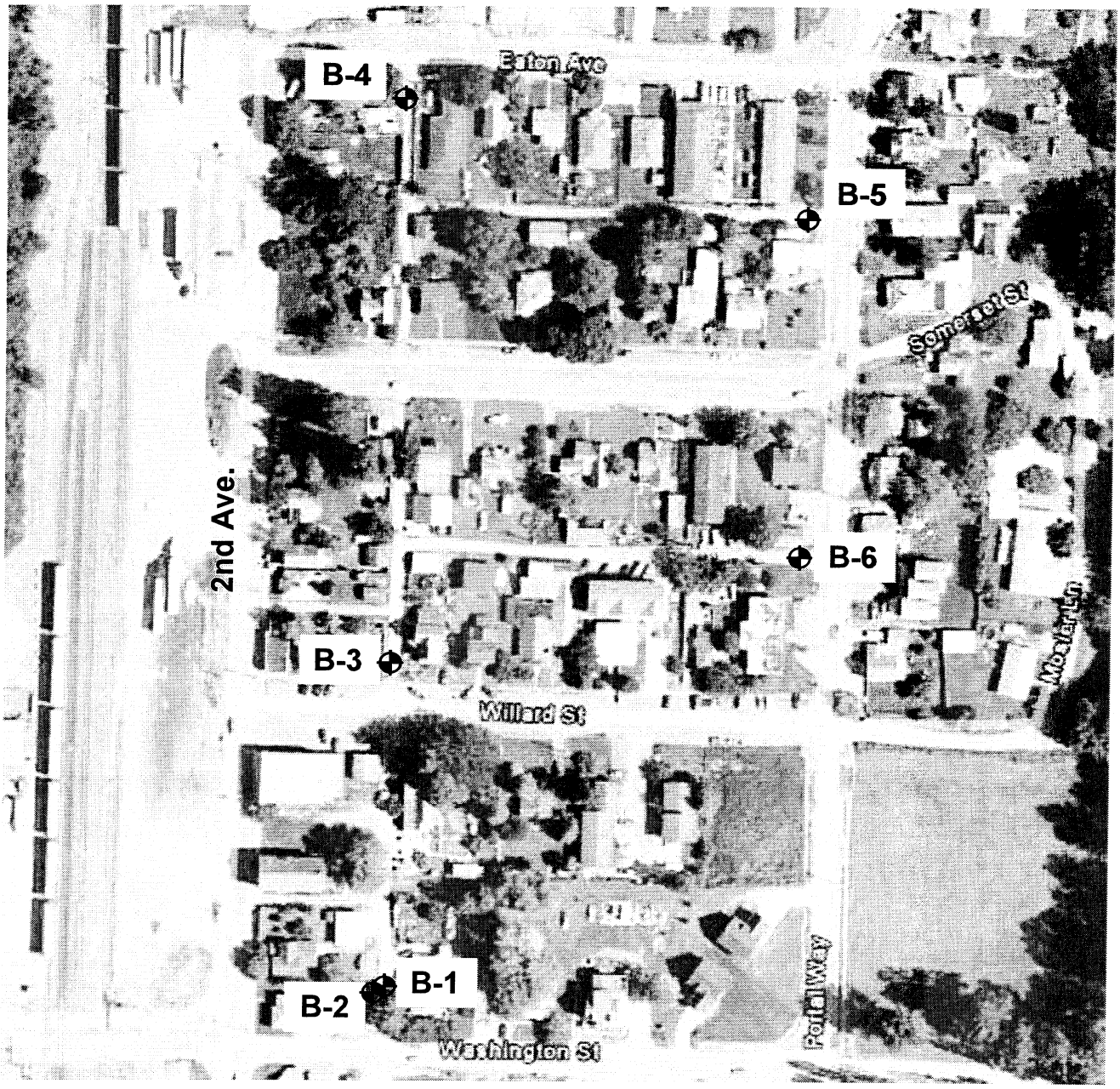
GEOTEST SERVICES, INC.
741 Marine Drive
Bellingham, WA 98225
phone: (360) 733-7318
fax: (360) 733-7418

Date: 6-17-11	By: DS	Scale: NONE	Project 11-0137

VICINITY MAP

FERNDALE UTILITIES PROJECT
EATON AVENUE TO WASHINGTON STREET
FERNDALE, WASHINGTON

FIGURE 1



Reference Map Provided By
Google Earth

⊕ B-# = APPROXIMATE EXPLORATORY BORING LOCATION

N

GEOTEST SERVICES, INC.
741 Marine Drive
Bellingham, WA 98225
phone: (360) 733-7318
fax: (360) 733-7418

Date: 6-17-11	By: DS	Scale: NONE	Project
			11-0137

SITE AND EXPLORATION MAP
FERNDALE UTILITIES PROJECT
EATON AVENUE TO WASHINGTON STREET
FERNDALE, WASHINGTON

Figure
2

APPENDIX A

FIELD EXPLORATIONS AND

LABORATORY TESTING

APPENDIX A
FIELD EXPLORATIONS AND LABORATORY TESTING

Subsurface conditions at the site were explored on April 11, 2011. The exploration program consisted of boring and sampling six borings (B-1 through B-6) at the approximate locations illustrated on the Site and Exploration Plan (Figure 2 of this report). The borings were explored using a trailer mounted drill rig to a depth of approximately 21.5 feet below ground surface. Our exploration program was laid out based on the proposed utilities project provided by Reichhardt & Ebe Engineering. Exploration locations should be considered accurate to the degree implied by the methods used.

The field explorations were coordinated and monitored by a geologist from our staff who 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 shown on Figure A-1, in general accordance with ASTM D 2488, *Standard Recommended Practice for Description of Soils (Visual-Manual Procedure)*. Logs of the exploratory borings are presented on Figures A-2 through A-7. These logs represent our interpretation of subsurface conditions identified during the field explorations. The stratigraphic contacts shown on the individual boring logs represent the approximate boundaries between soil types; actual transitions may be more gradual. Also, the soil and groundwater conditions depicted are only for the specific date and locations reported, and therefore, are not necessarily representative of other locations and times.

Representative soil samples encountered in the borings were obtained at selected intervals, placed in sealed plastic bags, and transported to our laboratory for further classification and testing. Laboratory tests were performed on representative soil samples to characterize certain physical properties of the site soil. The laboratory testing program was limited to visual inspection to confirm field soil descriptions, determination of natural moisture content, clay analysis, and soil grain size distribution.

The natural moisture contents of selected soil samples were determined in general accordance with ASTM D2216 test procedures. The results from the moisture determinations are indicated on the summary logs, adjacent to the corresponding samples. Grain size analyses of selected soil samples were conducted in general accordance with ASTM D422 test procedures. The results are presented in the form of grain size distribution curves on Figures A-8 and A-9. Two representative soil samples having apparent high clay content were evaluated for plasticity and liquid limit (Atterberg Limit Test, ASTM D4318); the result of that test is presented on Figure A-10.

Soil Classification System

MAJOR DIVISIONS			GRAPHIC SYMBOL	USCS LETTER SYMBOL	TYPICAL DESCRIPTIONS[1][2]
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

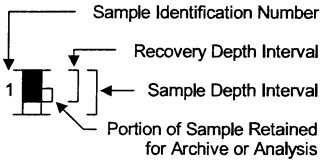
OTHER MATERIALS	GRAPHIC SYMBOL	LETTER SYMBOL	TYPICAL DESCRIPTIONS
PAVEMENT		AC or PC	Asphalt concrete pavement or Portland cement pavement
ROCK		RK	Rock (See Rock Classification)
WOOD		WD	Wood, lumber, wood chips
DEBRIS		DB	Construction debris, garbage

Notes:
1. Soil descriptions are based on the general approach presented in the *Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)*, as 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.
2. 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.
	> 12% and ≤ 30% - "gravelly," "sandy," "silty," etc.
Additional Constituents:	> 5% and ≤ 12% - "slightly gravelly," "slightly sandy," "slightly silty," etc.
	≤ 5% - "trace gravel," "trace sand," "trace silt," etc., or not noted.

Drilling and Sampling Key

SAMPLE NUMBER & INTERVAL



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	Other - See text if applicable
1	300-lb Hammer, 30-inch Drop
2	140-lb Hammer, 30-inch Drop
3	Pushed
4	Other - See text if applicable

Groundwater

▽ ATD — Approximate water elevation at time of drilling (ATD) or on date noted. Groundwater levels can fluctuate due to precipitation, seasonal conditions, and other factors.

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

GEOTEST

Ferndale Utilities Project
Second Ave. to Portal Way,
Washington to Eaton
Ferndale, Washington

Soil Classification System and Key

Figure A-1

B-1

SAMPLE DATA					SOIL PROFILE			GROUNDWATER
Depth (ft)	Elevation	Sample Number & Interval	Sampler Type	Blows/Foot	Test Data	Graphic Symbol	USCS Symbol	Drilling Method: Hollow-stem Auger Ground Elevation (ft): Not Determined Drilled By: Boretec Inc.	
0		1-1	b2	12	W = 16		SM	Medium dense, bown, damp, very silty SAND w/ trace gravel	Groundwater not encountered.
5		1-2	b2	19	W = 14 GS		ML/ CL	Stiff, brown, moist, very sandy SILT/CLAY	
10		1-3	b2	50/3	W = 13			Drilling refusal on cobble/boulder	
15									
20									
25									

Boring Completed 04/11/11
Total Depth of Boring = 11.0 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.

GEOTEST	Ferndale Utilities Project Second Ave. to Portal Way, Washington to Eaton Ferndale, Washington	Log of B-1	Figure A-2

B-2

SAMPLE DATA						SOIL PROFILE			GROUNDWATER
Depth (ft)	Elevation	Sample Number & Interval	Sampler Type	Blows/Foot	Test Data	Graphic Symbol	USCS Symbol	Drilling Method: Hollow-stem Auger Ground Elevation (ft): Not Determined Drilled By: Boretec Inc.	
0							SM	Medium dense, bown, damp, very silty SAND w/ trace gravel	Groundwater not encountered.
5							ML/ CL	Stiff, brown, moist, very sandy SILT/CLAY	
10		2-1	b2	18	W = 12		CL	Soft, gray, damp/moist, sandy CLAY	
15		2-2	b2	5	W = 16			Trace gravel	
20		2-3	b2	7	W = 18 GS AL				
25									

Boring Completed 04/11/11
Total Depth of Boring = 21.5 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.

GEOTEST	Ferndale Utilities Project Second Ave. to Portal Way, Washington to Eaton Ferndale, Washington	Log of B-2	Figure A-3

B-3

SAMPLE DATA						SOIL PROFILE			GROUNDWATER
Depth (ft)	Elevation	Sample Number & Interval	Sampler Type	Blows/Foot	Test Data	Graphic Symbol	USCS Symbol	Drilling Method: Hollow-stem Auger Ground Elevation (ft): Not Determined Drilled By: Boretec Inc.	
0		3-1	b2	5	W = 16		SM	Loose, brown, damp, silty SAND w/ gravel	Groundwater not encountered.
5		3-2	b2	8	W = 6 GS		SP	Loose, brown, moist, fine to medium, poorly graded SAND	
10		3-3	b2	2	W = 19 GS		ML/ CL	Soft, gray, damp/moist, very sandy, silty CLAY	
15		3-4	b2	9	W = 18				
20		3-5	b2	16	W = 19				
25									

Boring Completed 04/11/11
Total Depth of Boring = 21.5 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.

GEOTEST	Ferndale Utilities Project Second Ave. to Portal Way, Washington to Eaton Ferndale, Washington	Log of B-3	Figure A-4

B-4

SAMPLE DATA						SOIL PROFILE			GROUNDWATER
Depth (ft)	Elevation	Sample Number & Interval	Sampler Type	Blows/Foot	Test Data	Graphic Symbol	USCS Symbol	Drilling Method: Hollow-stem Auger Ground Elevation (ft): Not Determined Drilled By: Boretec Inc.	Water Level
0		4-1	b2	6	W = 37		SM	Loose, brown, damp, fine, silty SAND w/ gravel	
							CL	Soft, gray, damp, fine, sandy CLAY	
5		4-2	b2	2	W = 44 GS		CL	Very soft, gray, wet, slightly sandy, CLAY w/ trace organics	
10		4-3	b2	2	W = 58 GS		CL	Very Soft to Soft, gray, wet, CLAY w/ trace gravel	
15		4-4	b2	5	W = 21				▽ ATD
20		4-5	b2	4					
25									

Boring Completed 04/11/11
Total Depth of Boring = 21.5 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.

GEOTEST

Ferndale Utilities Project
Second Ave. to Portal Way,
Washington to Eaton
Ferndale, Washington

Log of B-4

Figure
A-5

B-5

SAMPLE DATA						SOIL PROFILE			GROUNDWATER
Depth (ft)	Elevation	Sample Number & Interval	Sampler Type	Blows/Foot	Test Data	Graphic Symbol	USCS Symbol	Drilling Method: Hollow-stem Auger Ground Elevation (ft): Not Determined Drilled By: Boretec Inc.	Water Level
0							SM	Medium dense, brown, damp, fine to medium, silty SAND	
		5-1	b2	11	W = 9				
5		5-2	b2	8	W = 5				
10		5-3	b2	20	W = 18		SM	Loose, brown, moist, fine to medium, silty SAND	▽ ATD
15		5-4	b2	2	W = 45		CL	Very Soft, gray, wet, CLAY	
20		5-5	b2	2	W = 60				
25									

Boring Completed 04/11/11
Total Depth of Boring = 21.5 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.

GEOTEST	Ferndale Utilities Project Second Ave. to Portal Way, Washington to Eaton Ferndale, Washington	Log of B-5	Figure A-6

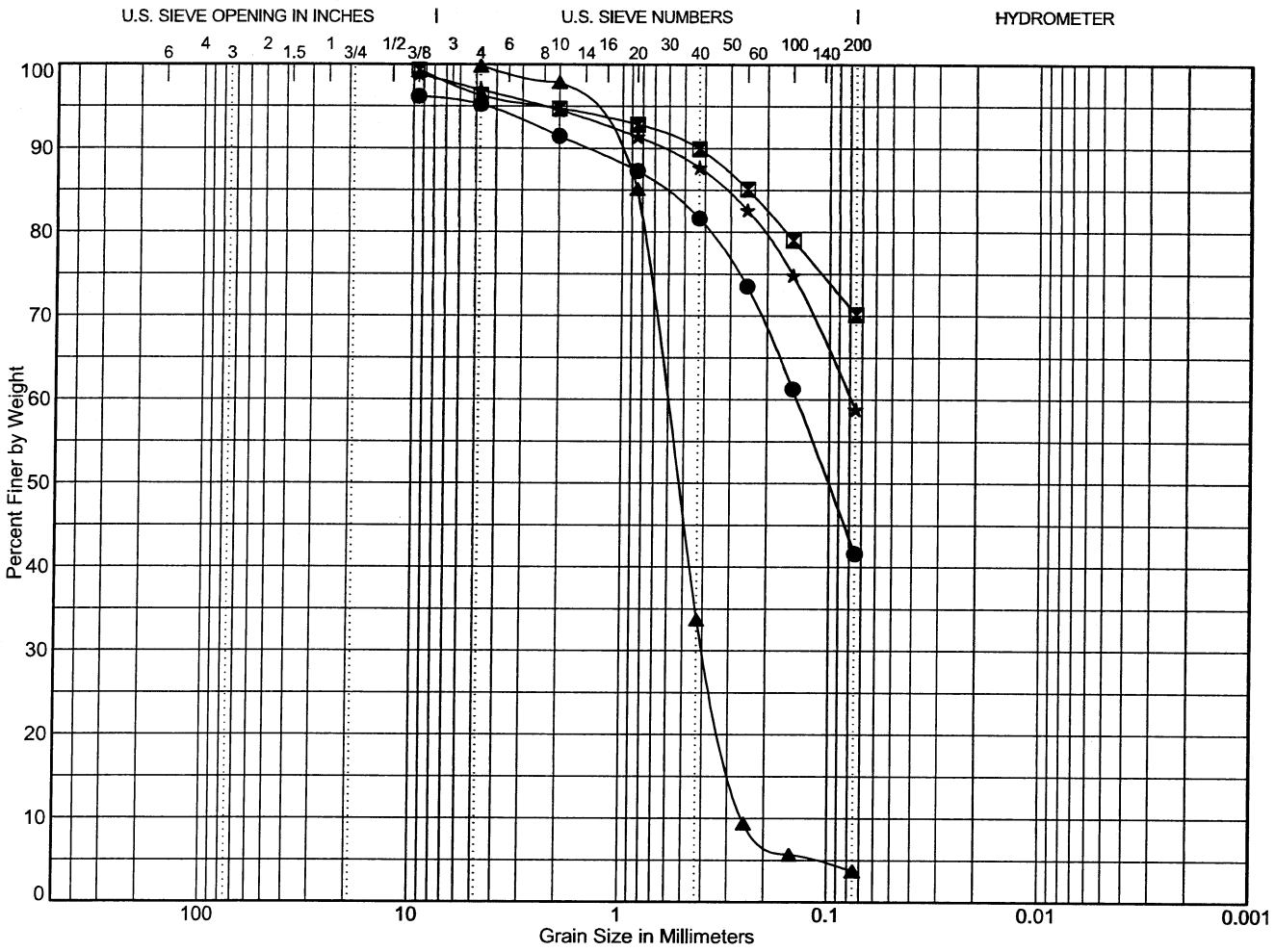
B-6

Depth (ft)	Elevation	Sample Number & Interval	Sampler Type	Blows/Foot	Test Data	Graphic Symbol	USCS Symbol	Soil Profile	Water Level
0							AC SM GM	Drilling Method: Hollow-stem Auger Ground Elevation (ft): Not Determined Drilled By: Boretec Inc. Aprox. 3" Asphalt Medium dense, brown, damp fine to medium, SAND (FILL) Aprox. 3" Crushed Rock	
		6-1	b2	20	W = 15		SP/ SM	Loose, brown, wet, fine to coarse, slightly silty SAND	
5		6-2	b2	6	W = 19 GS				▽ ATD
10		6-3	b2	2	W = 59 GS AL		CH	Very soft, gray, wet, slightly sandy, CLAY w/ high plasticity	
15		6-4	b2	2	W = 55				
20		6-5	b2	2	W = 26				
25									

Boring Completed 04/11/11
Total Depth of Boring = 21.5 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.

GEOTEST	Ferndale Utilities Project Second Ave. to Portal Way, Washington to Eaton Ferndale, Washington	Log of B-6	Figure A-7



Cobbles	Gravel		Sand			Silt or Clay
	coarse	fine	coarse	medium	fine	

Point		Depth	Classification	LL	PL	PI	C_c	C_u
●	B-1	5.0	Very Silty SAND (SM)					
⊠	B-2	20.0	Fine Sandy CLAY (CL)	31	16	15		
▲	B-3	5.0	Fine to Medium, Poorly Graded SAND (SP)				1.00	2.39
★	B-3	10.0	Fine, Very Sandy, Silty CLAY (CL)					

Point		Depth	D_{100}	D_{60}	D_{50}	D_{30}	D_{10}	%Coarse Gravel	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines
●	B-1	5.0	9.5	0.143	0.101			0.0	1.0	3.8	9.8	40.0	41.6
⊠	B-2	20.0	9.5					0.0	3.0	1.6	4.8	19.8	70.1
▲	B-3	5.0	4.75	0.606	0.529	0.392	0.253	0.0	0.0	1.9	64.2	30.0	3.7
★	B-3	10.0	9.5	0.079				0.0	1.9	2.4	6.9	28.8	58.8

$C_c = D_{30}^2/(D_{60} * D_{10})$ To be well graded: $1 < C_c < 3$ and

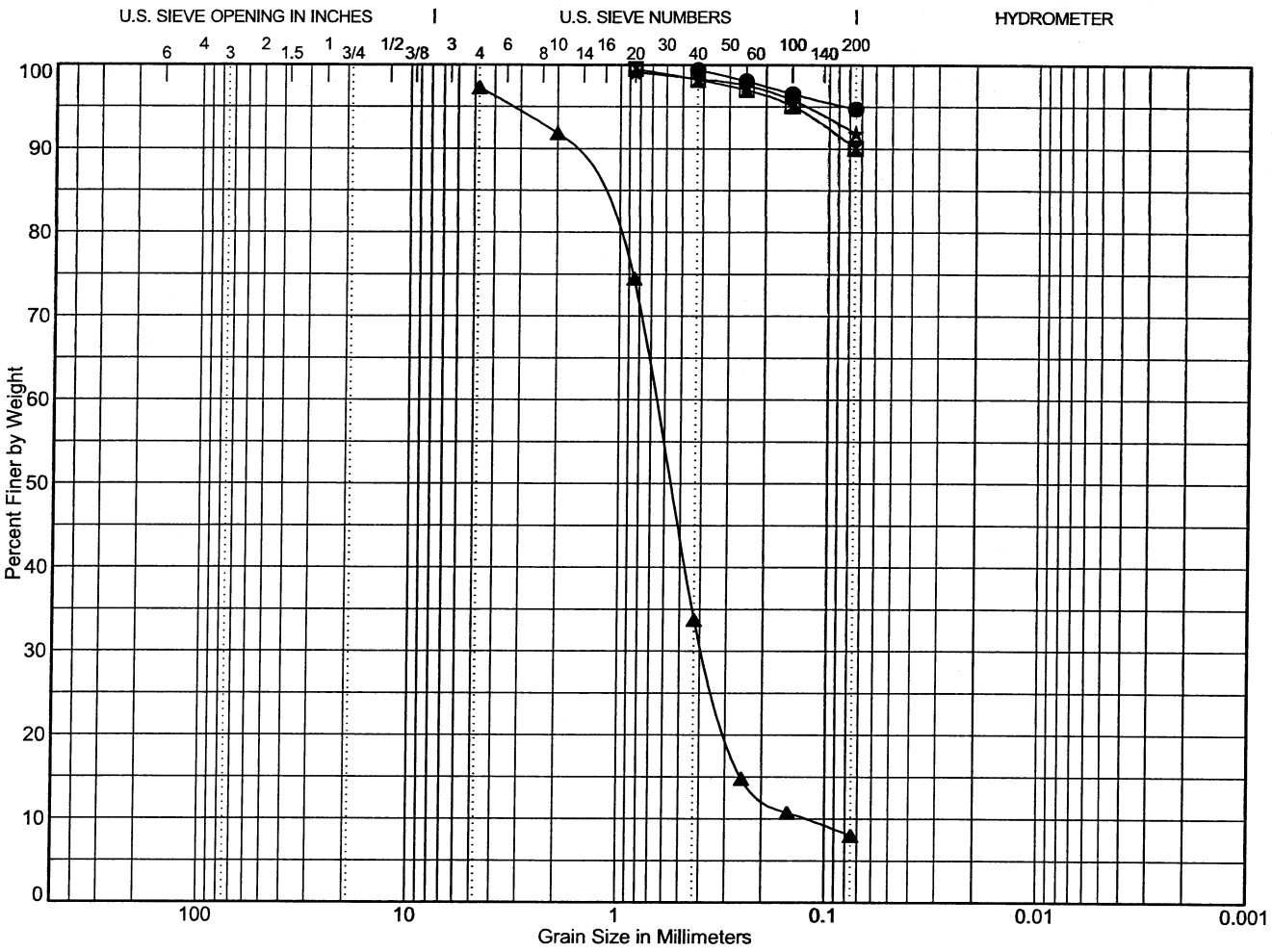
$C_u = D_{60}/D_{10}$ $C_u > 4$ for GW or $C_u > 6$ for SW

GEOTEST

Ferndale Utilities Project
Second Ave. to Portal Way,
Washington to Eaton
Ferndale, Washington

Grain Size Test Data

Figure
A-8



Cobbles	Gravel		Sand			Silt or Clay
	coarse	fine	coarse	medium	fine	

Point		Depth	Classification	LL	PL	PI	C_c	C_u
●	B-4	5.0	Fine to Medium, Sandy CLAY (CL)					
⊠	B-4	10.0	Fine to Medium, Sandy CLAY (CL)					
▲	B-6	5.0	Fine to Coarse, slighty silty SAND (SP/SM)				1.77	5.34
★	B-6	10.0	Fine to Medium, Sandy CLAY (CH)	58	27	31		

Point		Depth	D_{100}	D_{60}	D_{50}	D_{30}	D_{10}	%Coarse Gravel	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines
●	B-4	5.0	0.425					0.0	0.0	0.0	0.0	4.7	94.7
⊠	B-4	10.0	0.85					0.0	0.0	0.0	1.3	8.2	90.0
▲	B-6	5.0	4.75	0.664	0.561	0.383	0.124	0.0	0.0	5.4	58.1	25.7	8.0
★	B-6	10.0	0.85					0.0	0.0	0.0	0.8	6.5	91.8

$C_c = D_{30}^2/(D_{60} * D_{10})$ To be well graded: $1 < C_c < 3$ and

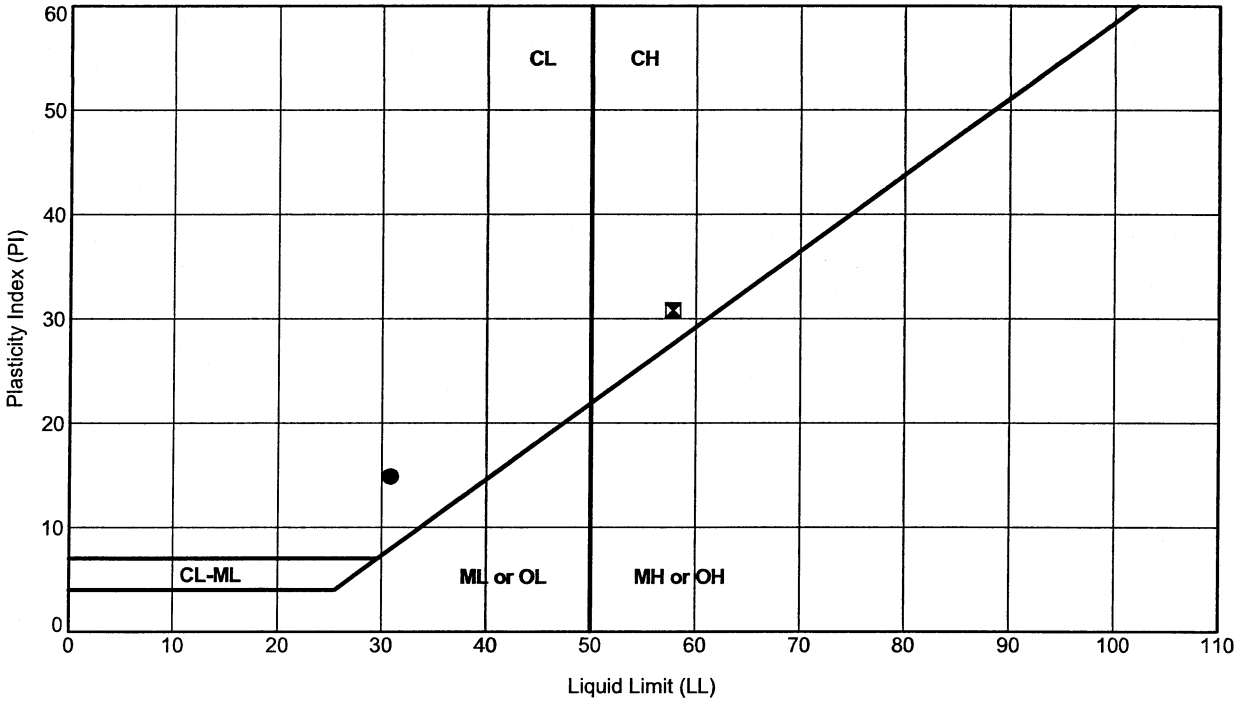
$C_u = D_{60}/D_{10}$ $C_u > 4$ for GW or $C_u > 6$ for SW

GEOTEST

Ferndale Utilities Project
Second Ave. to Portal Way,
Washington to Eaton
Ferndale, Washington

Grain Size Test Data

Figure
A-9



ATTERBERG LIMIT TEST RESULTS

Symbol	Exploration Number	Sample Number	Depth (ft)	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index (%)	Natural Moisture (%)	Soil Description	Unified Soil Classification
●	B-2	2-3	20.0	31	16	15	18	Fine Sandy CLAY	CL
⊠	B-6	6-3	10.0	58	27	31	59	Fine to Medium, Sandy CLAY	CH

ASTM D 4318 Test Method

GEOTEST

Ferndale Utilities Project
Second Ave. to Portal Way,
Washington to Eaton
Ferndale, Washington

Plasticity Chart

Figure
A-10

APPENDIX C
TRAFFIC CONTROL PLAN – SERIES K WSDOT STANDARD
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DRAWN BY: ELENA BRUNSTEIN

LONGITUDINAL BUFFER SPACE = B					
POSTED SPEED (MPH)	25	30	35	40	45
LENGTH B (FEET)	55	85	120	170	270

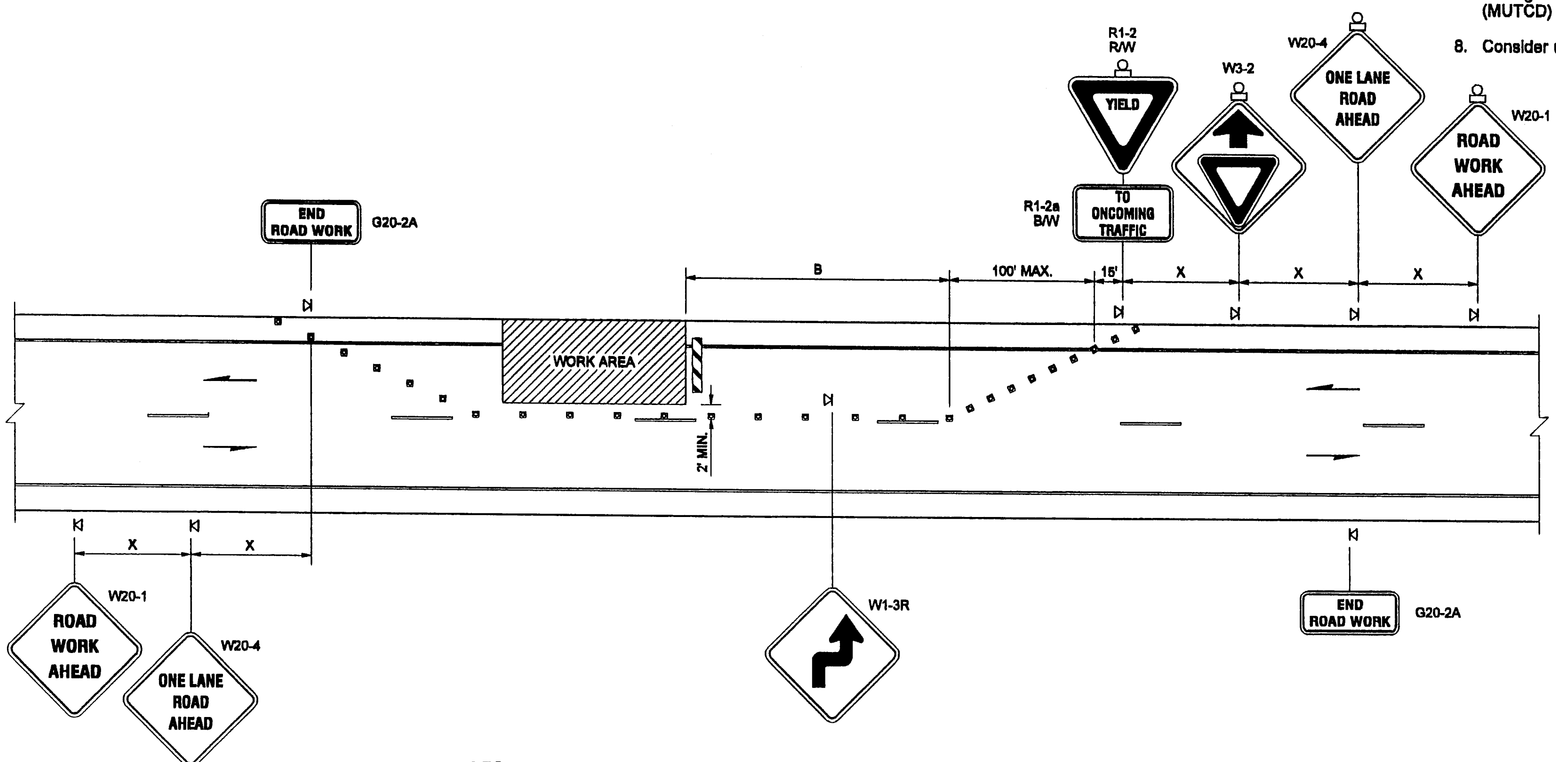
CHANNELIZING DEVICE SPACING		
POSTED SPEED (MPH)	IN TAPER (FEET)	IN TANGENT (FEET)
35 / 45	30	60
25 / 30	20	40

SIGN SPACING = X		
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ±
URBAN STREETS	25 MPH OR LESS	100' ±
ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE		

ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE AT-GRADE INTERSECTIONS AND DRIVEWAYS.

NOTES

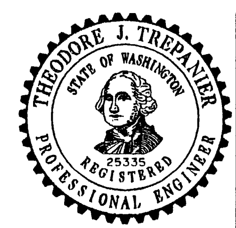
1. This plan is intended for use on roadways when traffic volumes create sufficient gaps for motor vehicles to yield.
2. Steady Burning Warning Lights (Type C per MUTCD) shall be used to mark Channelizing Devices at night.
3. Adequate sight distance shall be provided for drivers to see opposing traffic, otherwise use flaggers and/or Temporary Signal.
4. Extend Channelizing Device taper across shoulder ~ recommended.
5. Post mount signs when in place for 3 days or longer.
6. For speed limit 35 mph or higher replace W1-3R with W1-4R.
7. For signs size refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual M55-05.
8. Consider using a PCMS for additional advance warning.



LEGEND

- SIGN LOCATION
- CHANNELIZING DEVICES
- BARRICADE ~ TYPE 3 L
- FLASHING WARNING LIGHT

FOR LOCAL AGENCY USE ONLY
NOT FOR USE ON STATE ROUTES



EXPIRES AUGUST 9, 2009

LANE CLOSURE WITHOUT FLAGGERS ~ LOW VOLUME ROAD
STANDARD PLAN K-20.20-01

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

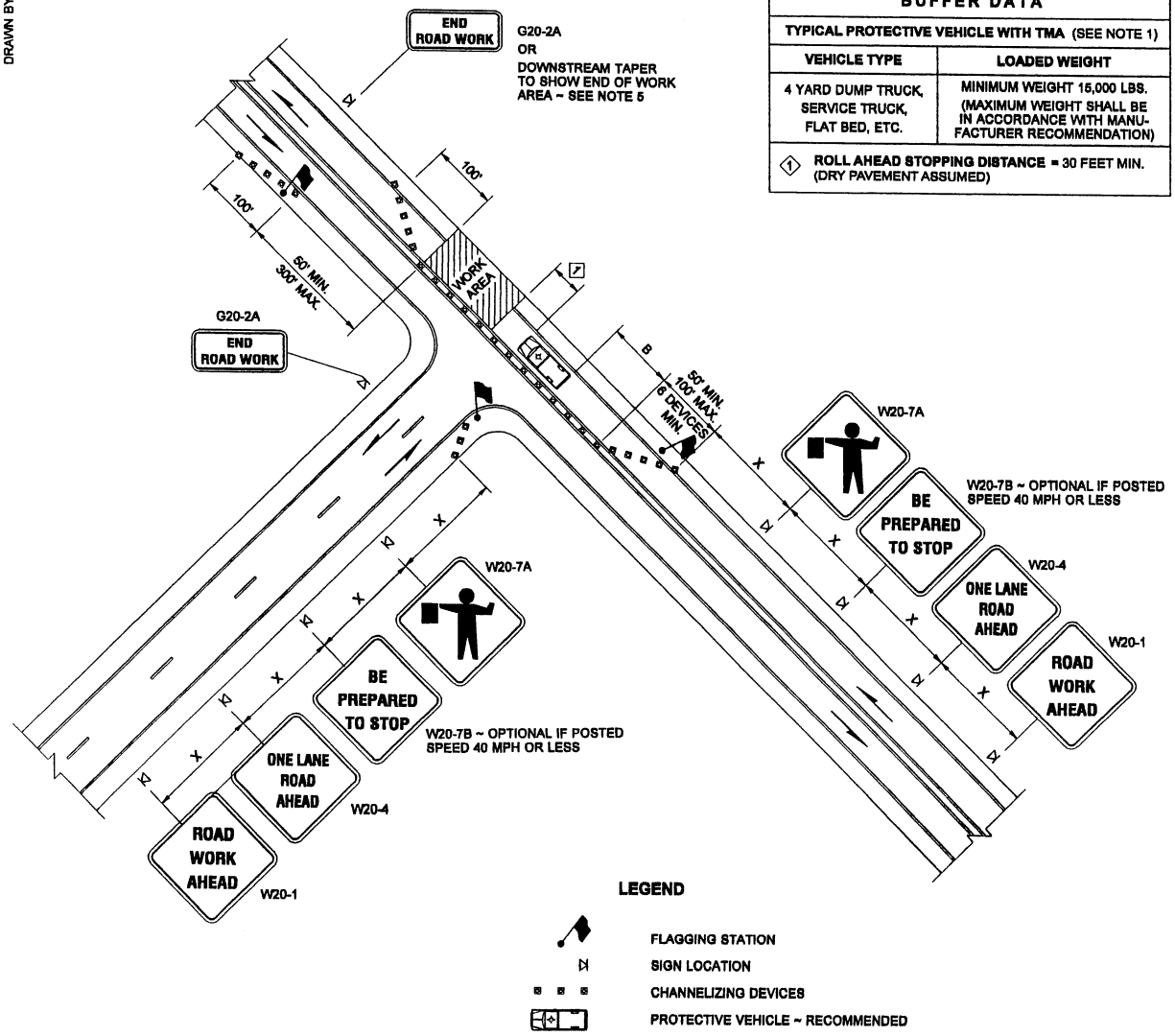
Pasco Bakotich III — STATE DESIGN ENGINEER — *10-12-07* DATE

Washington State Department of Transportation

DRAWN BY: ELENA BRUNSTEIN

LONGITUDINAL BUFFER SPACE = B									
POSTED SPEED (MPH)	25	30	35	40	45	50	55	60	65
LENGTH B (FEET)	155	200	250	305	360	425	495	570	645

BUFFER DATA	
TYPICAL PROTECTIVE VEHICLE WITH TMA (SEE NOTE 1)	
VEHICLE TYPE	LOADED WEIGHT
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM WEIGHT 15,000 LBS. (MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATION)
① ROLL AHEAD STOPPING DISTANCE = 30 FEET MIN. (DRY PAVEMENT ASSUMED)	



LEGEND

- FLAGGING STATION
- SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE ~ RECOMMENDED

NOTES

1. A Protective Vehicle is recommended regardless if a Truck Mounted Attenuator (TMA) is available; a work vehicle may be used. When no TMA is used, the Protective Vehicle shall be strategically located to shield workers, with no specific Roll-Ahead distance.
2. Night work requires additional roadway lighting at flagging stations. See WSDOT Standard Specifications for additional details.
3. Extend Channelizing Device taper across shoulder ~ recommended.
4. Sign sequence is the same for both directions of travel on the roadway.
5. Channelizing Device spacing for the downstream taper option shall be 20' O.C.
6. For signs size refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual M55-05.

SIGN SPACING = X (1)		
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)
ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE		

(1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS, AND DRIVEWAYS.

(2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

FOR LOCAL AGENCY USE ONLY
NOT FOR USE ON STATE ROUTES

THEODORE J. TREPANIER
STATE OF WASHINGTON
25335
REGISTERED
PROFESSIONAL ENGINEER
EXPIRES AUGUST 9, 2007

LANE CLOSURE WITH FLAGGER CONTROL

STANDARD PLAN K-20.40-00

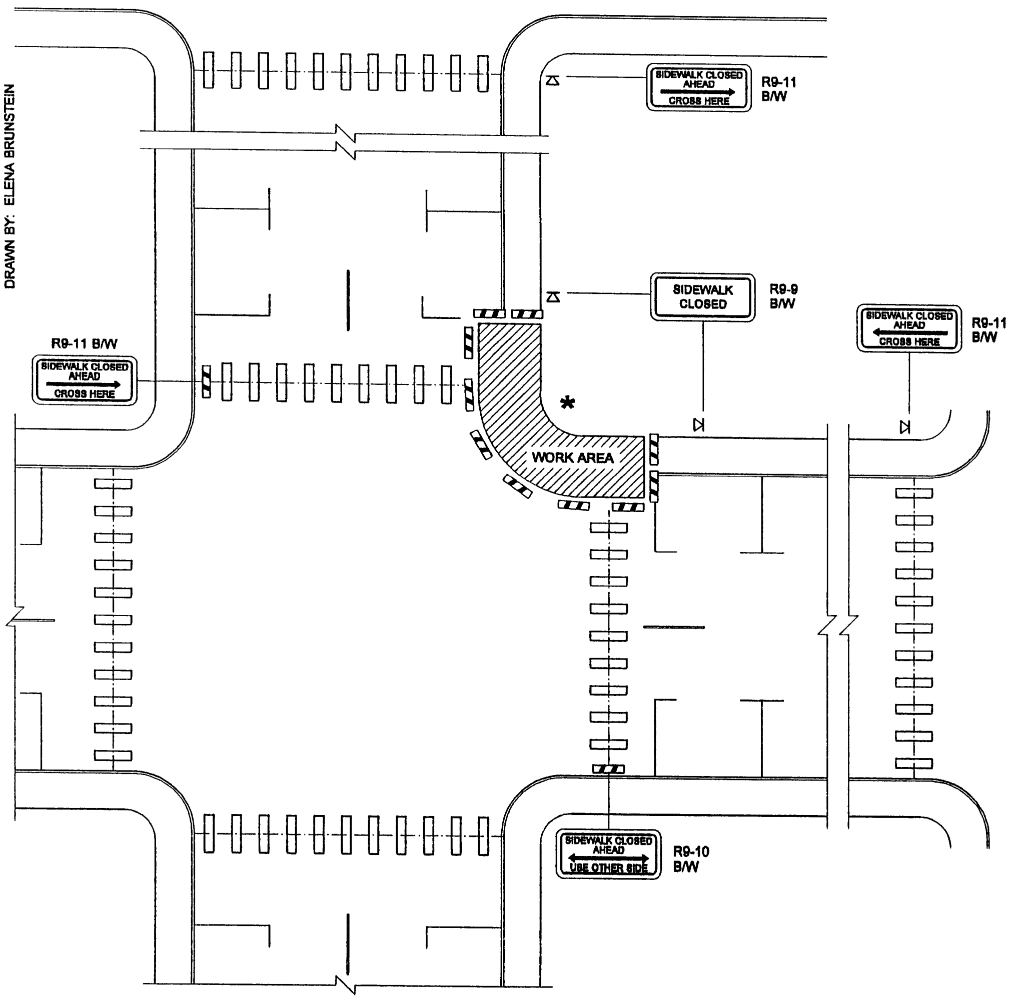
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

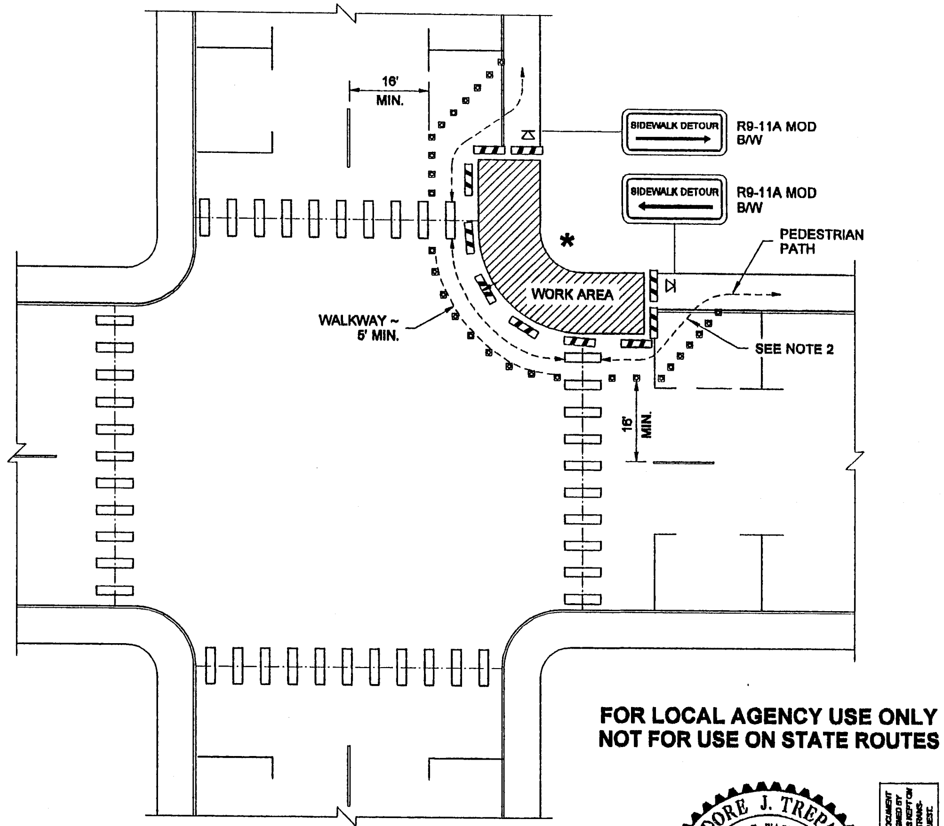
Ken L. Smith — STATE DESIGN ENGINEER — *02-15-07* — DATE

Washington State Department of Transportation

DRAWN BY: ELENA BRUNSTEIN



PEDESTRIAN DETOUR
WORKING HOURS



PEDESTRIAN DETOUR
NON-WORKING HOURS

LEGEND

- ⊳ SIGN LOCATION
- ▫ ▫ ▫ CHANNELIZING DEVICES
- ▭ TYPE 2 BARRICADE

R8-3 B/W

* NO PARKING — Install on Type 2 Barricades throughout the work area 24 hours prior to implementing traffic control. Prior notification of Local Law Enforcement required.

NOTES

1. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.
2. Controls shown are for pedestrian traffic only.
3. Use Warning Lights on barricades.
4. Maintain a minimum width of 3 feet for pedestrian path.
5. For signs size refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual M55-05.

FOR LOCAL AGENCY USE ONLY
NOT FOR USE ON STATE ROUTES

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INTERSECTION ~ PEDESTRIAN DETOUR

STANDARD PLAN K-34.20-00

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Ken L. Smith — STATE DESIGN ENGINEER — 02-15-07 — DATE

Washington State Department of Transportation

DRAWN BY: ELENA BRUNSTEIN

BUFFER DATA	
TYPICAL PROTECTIVE VEHICLE WITH TMA (SEE NOTE 1)	
VEHICLE TYPE	LOADED WEIGHT
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM WEIGHT 15,000 LBS. (MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATION)
① ROLL AHEAD STOPPING DISTANCE = 30 FEET MIN. (DRY PAVEMENT ASSUMED)	

MINIMUM TAPER LENGTH = L (FEET)							
LANE WIDTH (FEET)	POSTED SPEED (MPH)						
	25	30	35	40	45	50	55
10	105	150	205	270	450	500	550
11	115	165	225	294	495	550	605
12	125	180	245	320	540	600	660

SIGN SPACING = X (1)		
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)
ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE		

(1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE AT-GRADE INTERSECTIONS AND DRIVEWAYS.

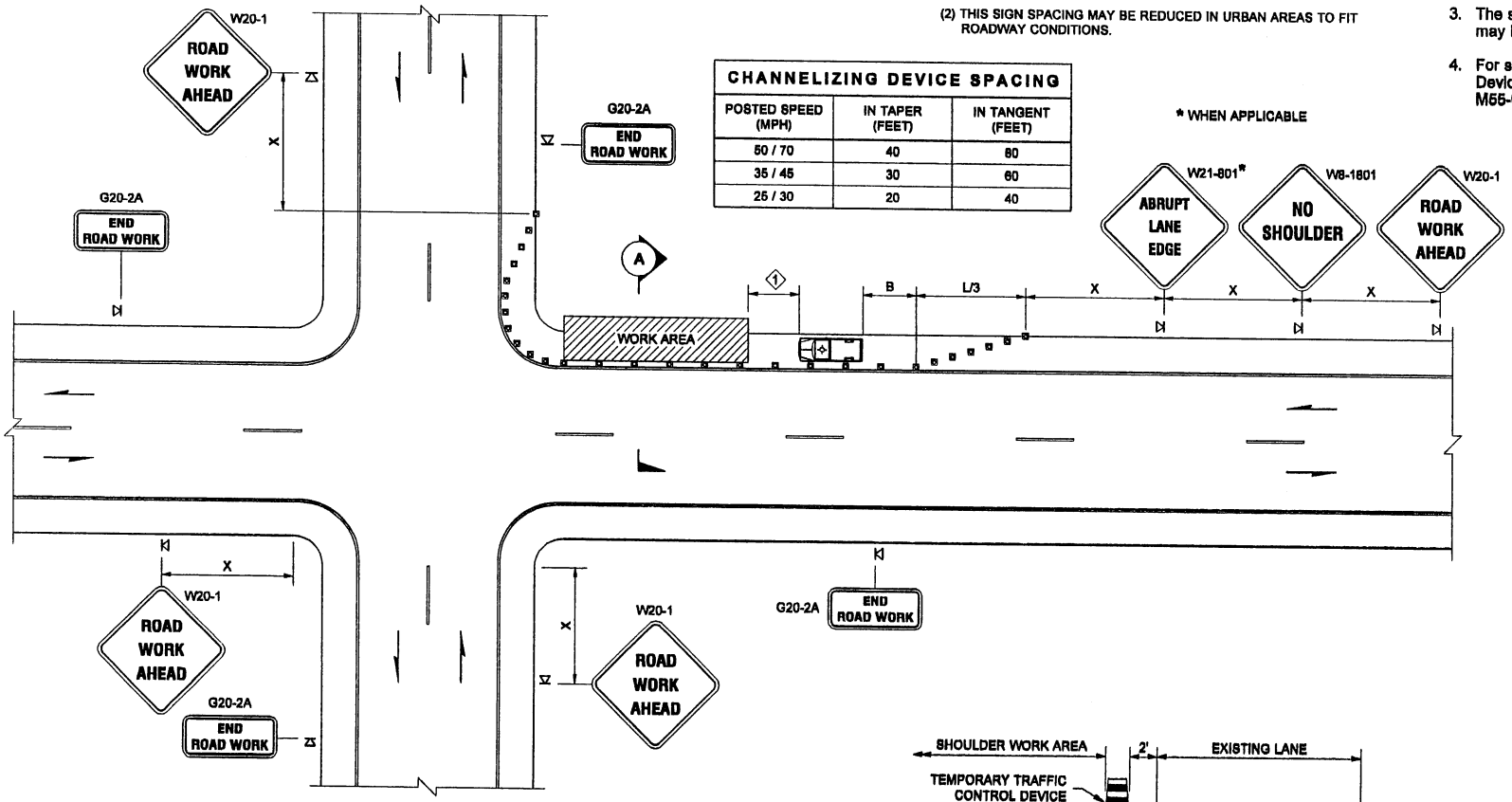
(2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

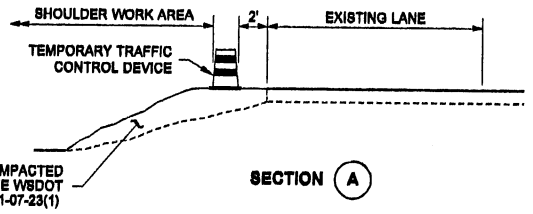
NOTES

1. A Protective Vehicle is recommended regardless if a Truck Mounted Attenuator (TMA) is available; a work vehicle may be used. When no TMA is used, the Protective Vehicle shall be strategically located to shield workers, with no specific Roll-Ahead distance.
2. For long term projects conflicting pavement markings that are no longer applicable shall be removed. Temporary markings shall be used as necessary and signs shall be post mounted.
3. The sign MOTORCYCLES USE EXTREME CAUTION may be used.
4. For signs size refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual M55-05.

CHANNELIZING DEVICE SPACING		
POSTED SPEED (MPH)	IN TAPER (FEET)	IN TANGENT (FEET)
50 / 70	40	80
35 / 45	30	60
25 / 30	20	40

* WHEN APPLICABLE





SECTION (A)

SHOULDER WORK AREA PROTECTION
(NOT TO SCALE)

LEGEND

- SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE ~ RECOMMENDED

FOR LOCAL AGENCY USE ONLY
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THEODORE J. TREPANIER
STATE OF WASHINGTON
25335
REGISTERED
PROFESSIONAL ENGINEER
EXPIRES AUGUST 9, 2007

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INTERSECTION ~ SHOULDER WORK

STANDARD PLAN K-36.20-00

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Ken L. Smith — STATE DESIGN ENGINEER — 02-15-07 — DATE

Washington State Department of Transportation

LONGITUDINAL BUFFER SPACE = B										
POSTED SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH B (FEET)	155	200	250	305	SEE STD. PLAN K-40.20					

BUFFER DATA	
TYPICAL PROTECTIVE VEHICLE WITH TMA (SEE NOTE 1)	
VEHICLE TYPE	LOADED WEIGHT
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM WEIGHT 15,000 LBS. (MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATION)
◇1 ROLL AHEAD STOPPING DISTANCE = 30 FEET MIN. (DRY PAVEMENT ASSUMED)	

MINIMUM TAPER LENGTH = L (FEET)										
SHOULDER WIDTH (FEET)	POSTED SPEED (MPH)									
	25	30	35	40	45	50	55	60	65	70
6	63	90	123	160						
8	84	120	164	214	SEE STD. PLAN K-40.20					
10	105	150	204	267						
LESS THAN 6	3 DEVICES MINIMUM, SPACED 10' O.C.									

CHANNELIZING DEVICE SPACING		
POSTED SPEED (MPH)	IN TAPER (FEET)	IN TANGENT (FEET)
35 / 40	30	60
25 / 30	20	40

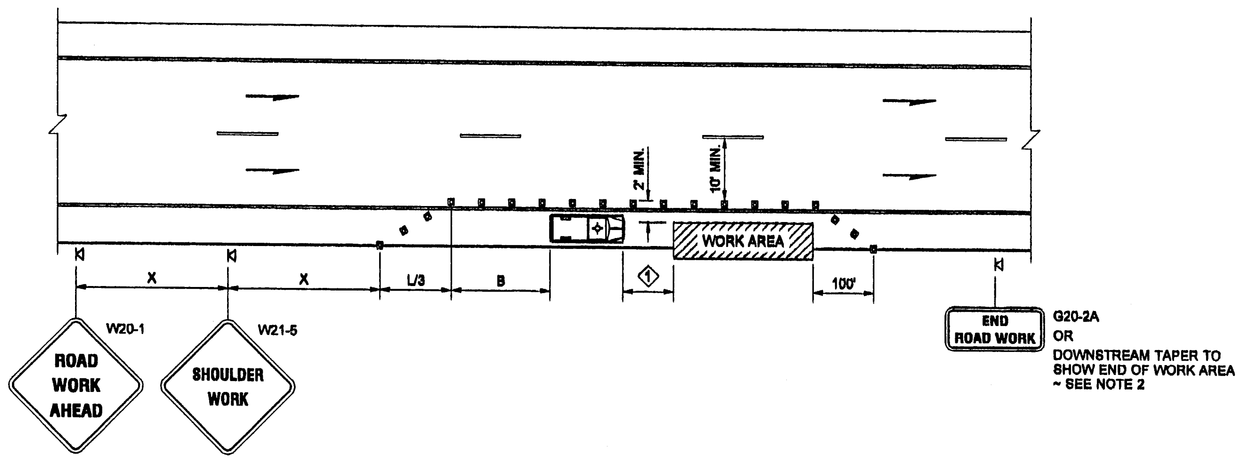
NOTES

1. A Protective Vehicle is recommended regardless if a Truck Mounted Attenuator (TMA) is available; a work vehicle may be used. When no TMA is used, the Protective Vehicle shall be strategically located to shield workers, with no specific Roll-Ahead distance.
2. Channelizing Device spacing for the downstream taper option shall be 20' O.C.
3. For signs size refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual M55-05.

SIGN SPACING = X (1)		
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)
ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE		

(1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS, AND DRIVEWAYS.

(2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.



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LEGEND

- SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE ~ RECOMMENDED

THEODORE J. TREPANIER · STATE OF WASHINGTON · 25335 · REGISTERED PROFESSIONAL ENGINEER

EXPIRES AUGUST 9, 2007

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SHOULDER CLOSURE ~ LOW SPEED ROADWAY (40 MPH OR LESS)
STANDARD PLAN K-40.40-00

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Ken L. Smith — STATE DESIGN ENGINEER — 02-15-07 DATE

Washington State Department of Transportation

DRAWN BY: ELENA BRUNSTEIN

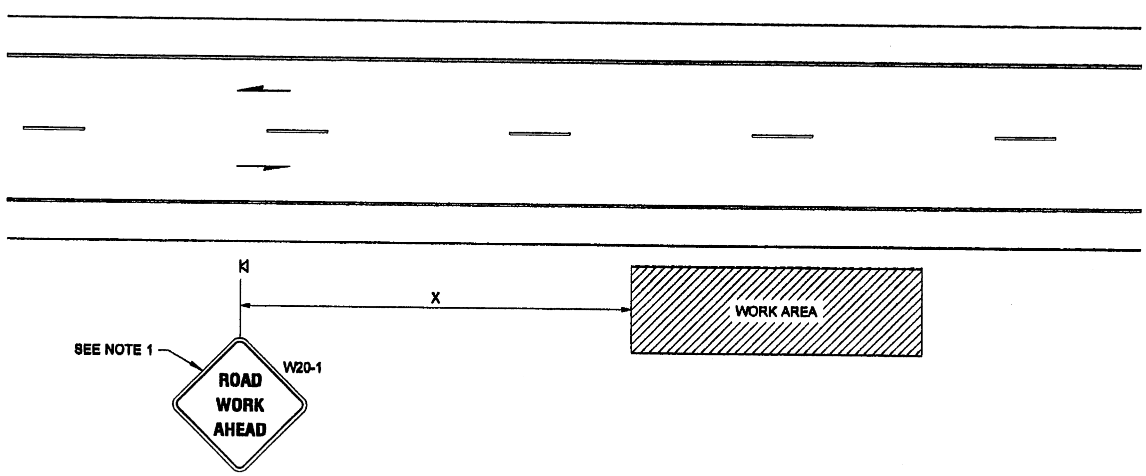
SIGN SPACING = X (1)		
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)
ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE		

(1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE AT-GRADE INTERSECTIONS AND DRIVEWAYS.

(2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

NOTES

1. The sign shown is not required in the following cases: the work space is behind a barrier, or more than 2' behind the curb, or more than 15' from the edge of a roadway.
2. For sign size, refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual M55-05.



LEGEND

⊳ SIGN LOCATION

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THEODORE J. TREPANIER
STATE OF WASHINGTON
25335
REGISTERED
PROFESSIONAL ENGINEER
EXPIRES AUGUST 9, 2007

WORK BEYOND THE SHOULDER

STANDARD PLAN K-40.80-00

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Ken L. Smith — STATE DESIGN ENGINEER — 02-15-07 DATE

Washington State Department of Transportation

DRAWN BY: ELENA BRUNSTEIN

SIGN SPACING = X (1)		
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)
ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE		

(1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS, AND DRIVEWAYS.

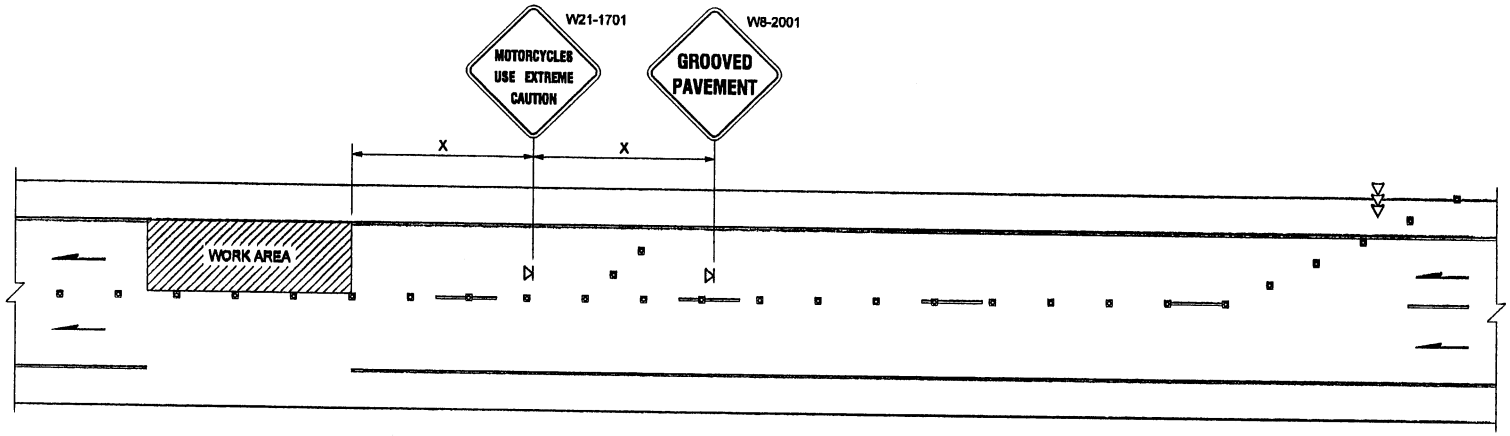
(2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

CHANNELIZING DEVICE SPACING		
POSTED SPEED (MPH)	IN TAPER (FEET)	IN TANGENT (FEET)
50 / 70	40	80
35 / 45	30	60
25 / 30	20	40

NOTES

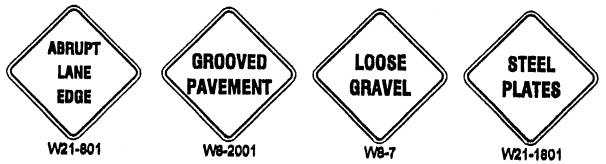
1. See Standard Plan K-24.60 for typical lane closure signing details, device spacing requirements, and lane closure taper length.
2. MOTOCYCLES USE EXTREME CAUTION signs shall be installed when the following roadway conditions exist:
   - grooved pavement
   - abrupt lane edge
   - steel plates
   - loose gravel of earth

   Specific signs for each of the conditions noted shall be installed along with MOTORCYCLES USE EXTREME CAUTION signs.
3. For signs size refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual M55-05.



LEGEND

- SIGN LOCATION
- CHANNELIZING DEVICES
- ARROW PANEL



MOTORCYCLE WARNING SIGN (W21-1701) SHOULD BE INSTALLED AT 1 MILE SPACING, THROUGHOUT THE WORK ZONE WHERE THE CONDITION EXISTS, AS PART OF THE SEQUENCE OF OTHER APPROPRIATE STANDARD WARNING SIGNS ON 1 MILE SPACING

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MOTORCYCLE SUPPLEMENTAL SIGNING

STANDARD PLAN K-60.40-00

SHEET 1 OF 1 SHEET

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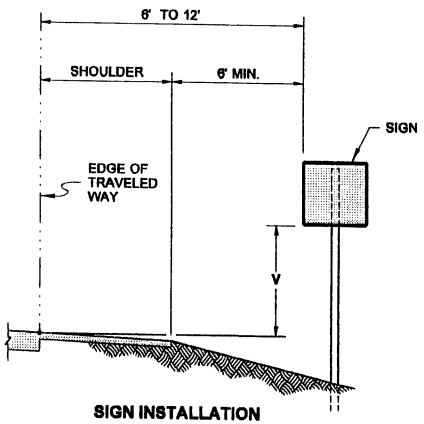
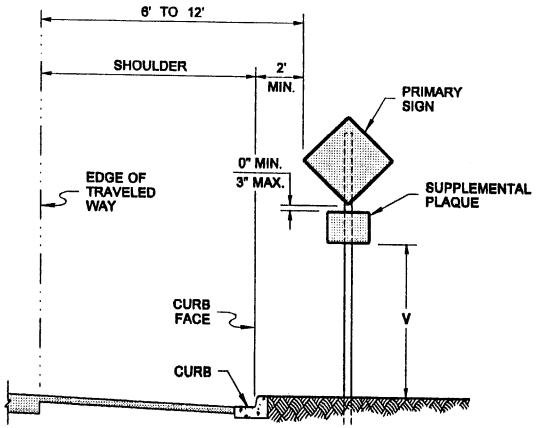
Ken L. Smith — STATE DESIGN ENGINEER — *02-15-07* — DATE

Washington State Department of Transportation

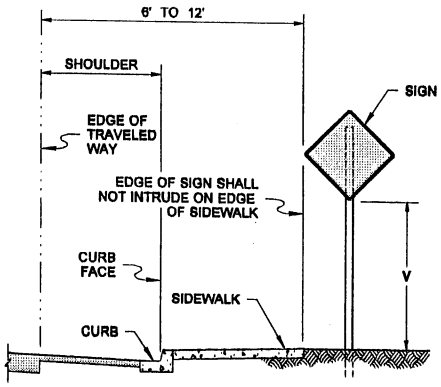
DRAWN BY: FERN LIDDELL



SIGN INSTALLATION
(FILL SECTION)



SIGN INSTALLATION
(CURB SECTION)

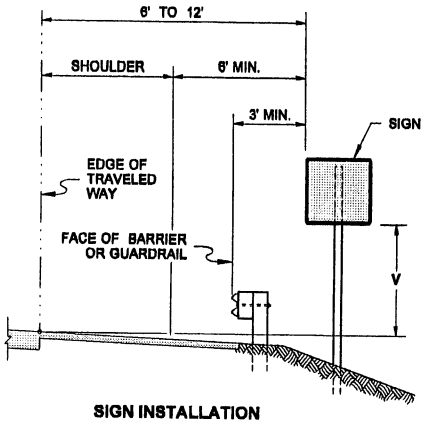


SIGN INSTALLATION
(SIDEWALK AND CURB SECTION)

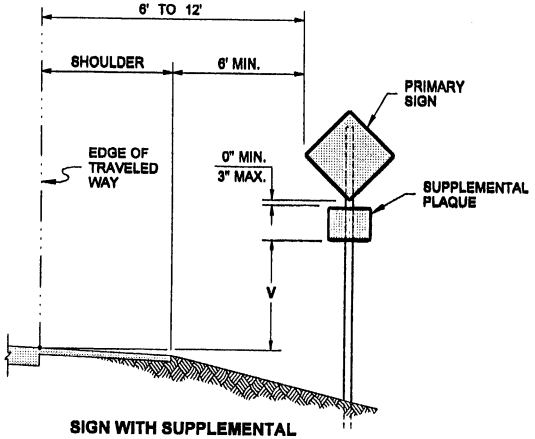
NOTES

1. For sign installation details, see Std. Plan G - series.
2. In rural areas, the "V" Height can be a minimum of 7 feet for primary signs and 6 feet for the supplemental plaques for greater visibility, as directed by the engineer.
3. The "V" height for signs, with an area of more than 50 square feet and two or more sign supports, is 7 feet in both rural and urban areas.

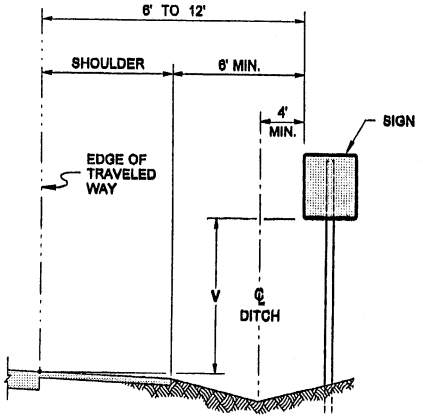
	HEIGHT V	
	TO BOTTOM OF SIGN (NO SUPPLEMENTAL PLAQUE)	TO BOTTOM OF SUPPLEMENTAL PLAQUE (WHEN REQUIRED)
RURAL	5' MINIMUM	4' MINIMUM
URBAN	7' MINIMUM	6' MINIMUM



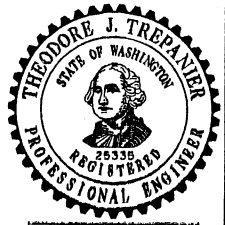
SIGN INSTALLATION
(BEHIND TRAFFIC BARRIER)



SIGN WITH SUPPLEMENTAL
PLAQUE INSTALLATION
(FILL SECTION)



SIGN INSTALLATION
(DITCH SECTION)



CLASS A CONSTRUCTION SIGNING INSTALLATION

STANDARD PLAN K-80.10-00

SHEET 1 OF 1 SHEET

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Ken L. Smith — *02-21-07*

STATE DESIGN ENGINEER — DATE

Washington State Department of Transportation

APPENDIX D
WSDOT STANDARD PLANS
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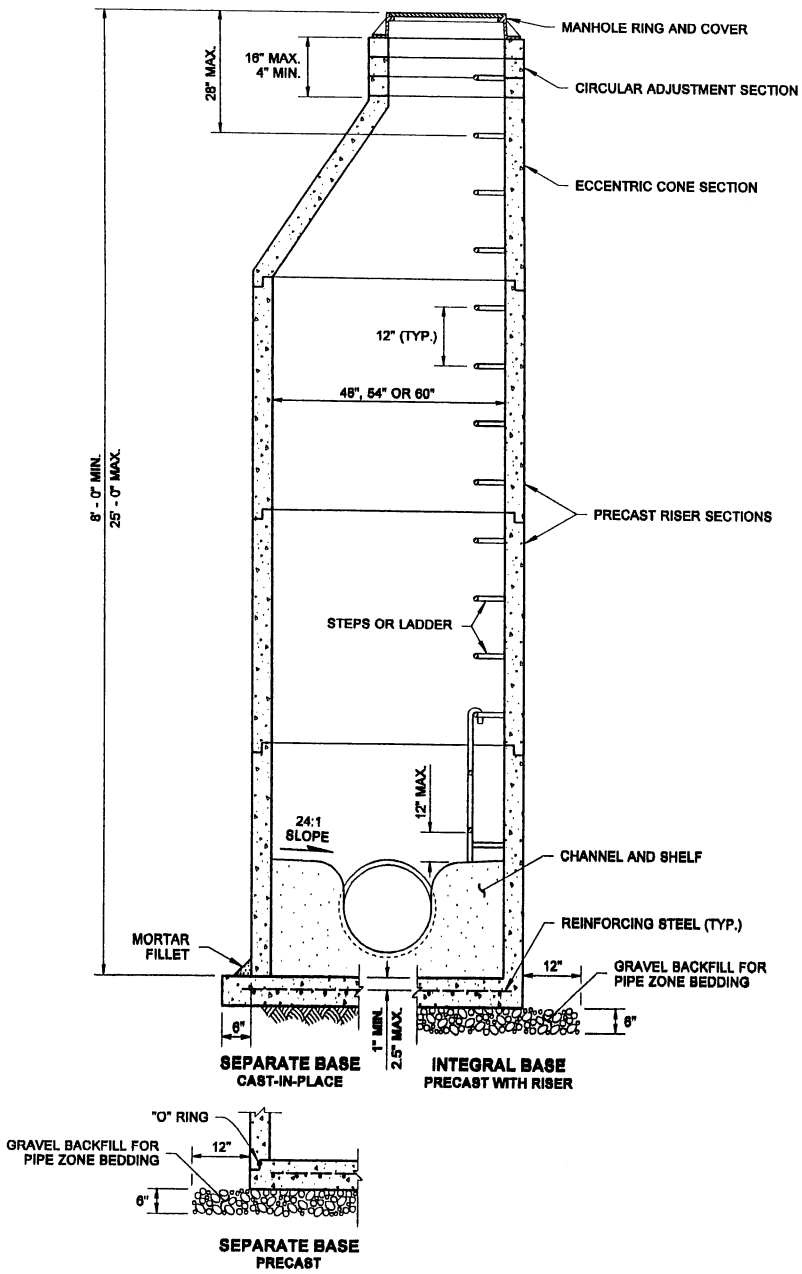
DRAWN BY: ADAM COCHRAN



NOTE

Knockouts shall have a wall thickness of 2" minimum to 2.5" maximum.

MANHOLE DIMENSION TABLE

DIAM.	WALL THICKNESS	BASE THICKNESS	MAXIMUM KNOCKOUT SIZE	MINIMUM DISTANCE BETWEEN KNOCKOUTS	BASE REINFORCING STEEL In^2/ft. IN EACH DIRECTION	
					SEPARATE BASE	INTEGRAL BASE
48"	4"	6"	36"	8"	0.23	0.15
54"	4.5"	8"	42"	8"	0.19	0.19
60"	5"	8"	48"	8"	0.25	0.25

MATTHEW J. WITECKI
STATE OF WASHINGTON
15588
REGISTERED
PROFESSIONAL ENGINEER
EXPIRES JULY 1, 2007

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MANHOLE TYPE 1

STANDARD PLAN B-15.20-00

SHEET 1 OF 1 SHEET

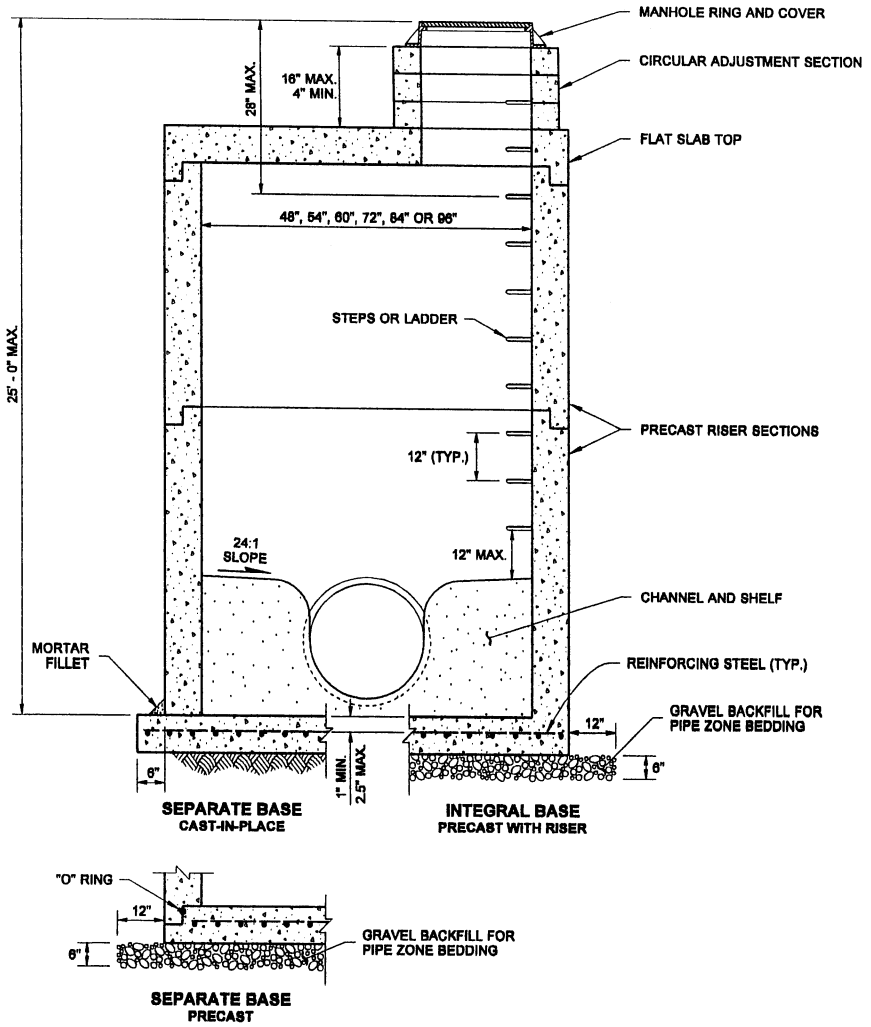
APPROVED FOR PUBLICATION

Harold J. Peterfeso 06-01-06

STATE DESIGN ENGINEER — DATE

Washington State Department of Transportation

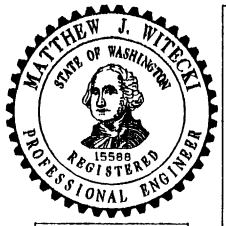
DRAWN BY: ADAM COCHRAN



NOTE

Knockouts shall have a wall thickness of 2" minimum to 2.5" maximum.

MANHOLE DIMENSION TABLE						
DIAM.	WALL THICKNESS	BASE THICKNESS	MAXIMUM KNOCKOUT SIZE	MINIMUM DISTANCE BETWEEN KNOCKOUTS	BASE REINFORCING STEEL in^2/ft. IN EACH DIRECTION	
					SEPARATE BASE	INTEGRAL BASE
48"	4"	6"	36"	8"	0.23	0.15
54"	4.5"	8"	42"	8"	0.19	0.19
60"	5"	8"	48"	8"	0.25	0.25
72"	6"	8"	60"	12"	0.35	0.24
84"	8"	12"	72"	12"	0.39	0.29
96"	8"	12"	84"	12"	0.39	0.29



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MANHOLE TYPE 3

STANDARD PLAN B-15.60-00

SHEET 1 OF 1 SHEET

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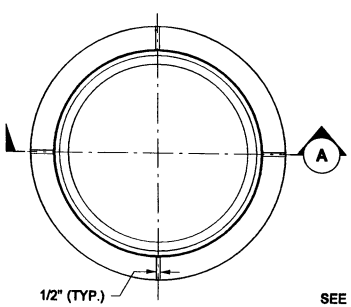
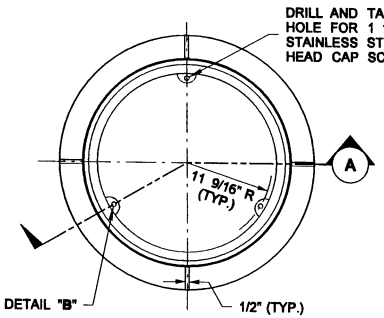
Harold J. Peterfeso — STATE DESIGN ENGINEER — *06-01-06* — DATE

Washington State Department of Transportation

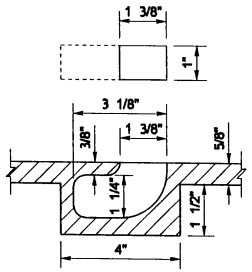
DRAWN BY: LISA CYFORD



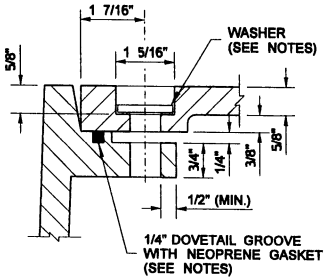
RING PLAN



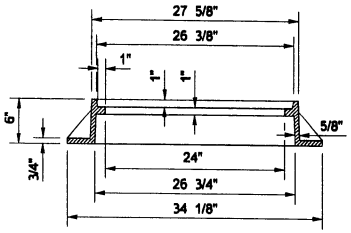
RING PLAN



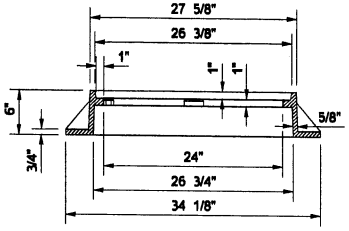
BLIND PICK NOTCH
DETAIL "A"



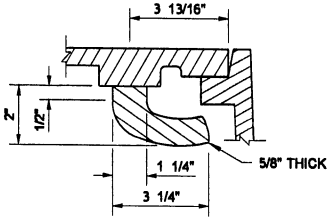
BOLT-DOWN / WATERTIGHT
DETAIL "B"



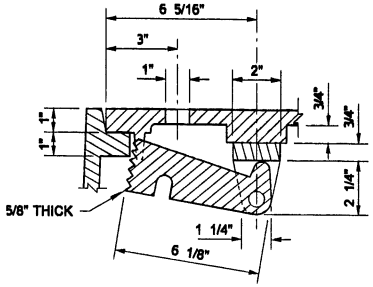
RING SECTION (A)



RING SECTION (A)



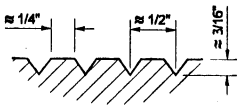
BOLT ON CAM TYPE LOCKING DEVICE
SECTION (C)



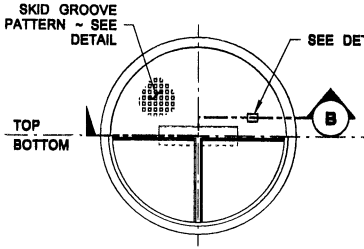
BOLT ON CAM TYPE LOCKING DEVICE
DETAIL "C"

NOTES

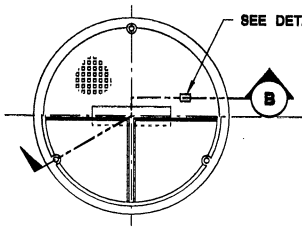
1. The gasket and groove may be in the seat (frame) or in the underside of the cover. The gasket may be "T" shaped in section. The groove may be cast or machined.
2. For bolt-down manhole ring and covers that are not designated "Watertight," the neoprene gasket, groove, and washer are not required.
3. Washer shall be neoprene (Detail "B").
4. In lieu of blind pick notch for storm sewer manhole covers, a single 1" pick hole is acceptable. Hole location and number of holes may vary by manufacturer.
5. Proprietary manhole covers without bottom ribs are acceptable.
6. For clarity, the vertical scale of the Cover Section has been exaggerated, it is 1.5 times the horizontal scale (1H:1.5V).



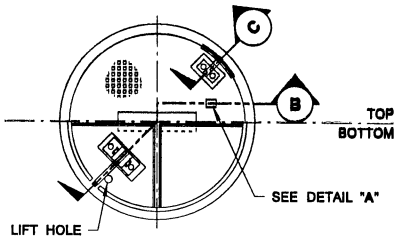
SKID GROOVE PATTERN DETAIL



COVER PLAN



COVER PLAN



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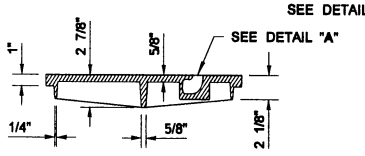
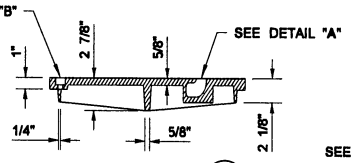
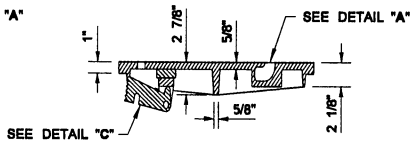


COVER SECTION (B)
(SEE NOTE 6)
STANDARD
TYPE 1



COVER SECTION (B)
(SEE NOTE 6)
BOLT-DOWN/WATERTIGHT
TYPE 2



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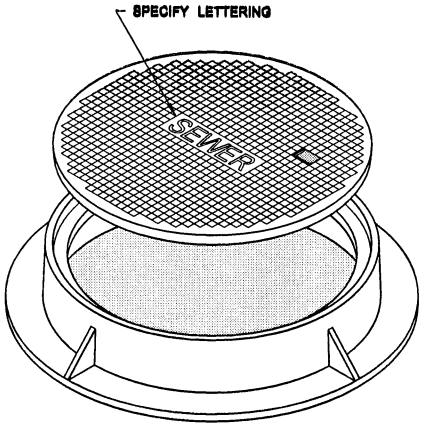
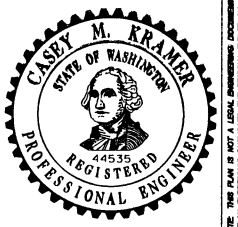
(SEE NOTE 6)
CAMLOCK
TYPE 3



ISOMETRIC VIEW



CIRCULAR FRAME (RING) AND COVER

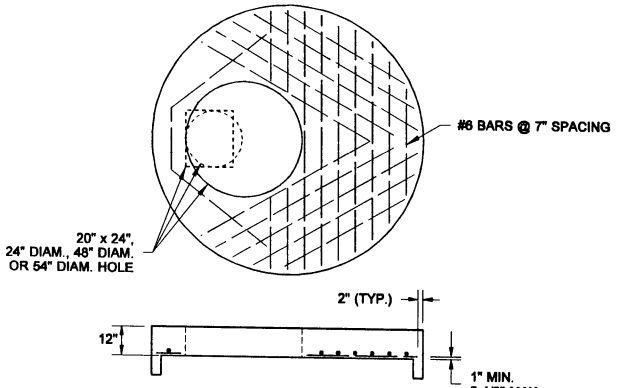
STANDARD PLAN B-30.70-02

SHEET 1 OF 1 SHEET

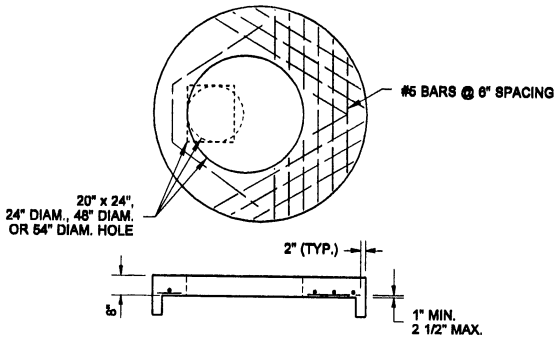
APPROVED FOR PUBLICATION

Pasco Bakotich III — STATE DESIGN ENGINEER — 06-16-11 — DATE

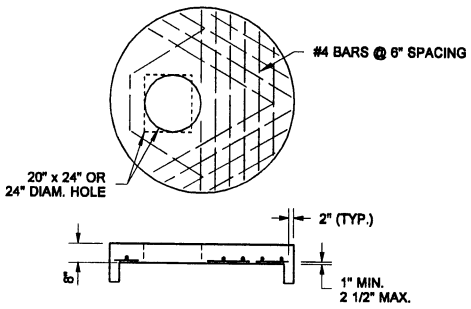
Washington State Department of Transportation



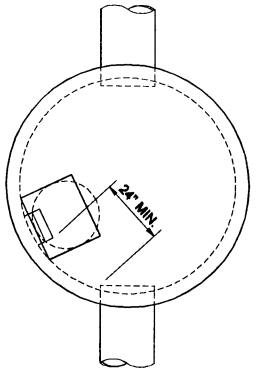
84" or 96" FLAT SLAB TOP



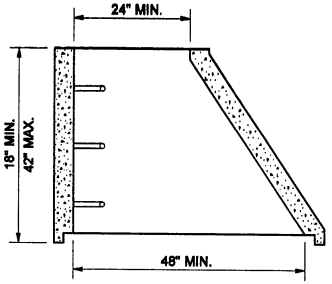
72" FLAT SLAB TOP



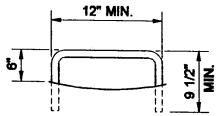
48", 54", or 60" FLAT SLAB TOP



TYPICAL ORIENTATION FOR ACCESS AND STEPS



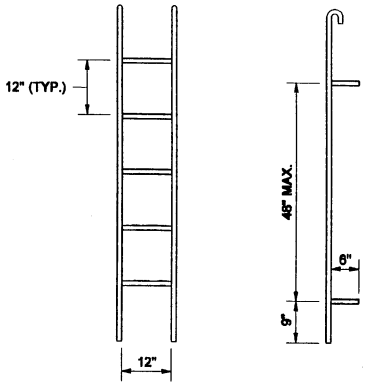
ECCENTRIC CONE SECTION



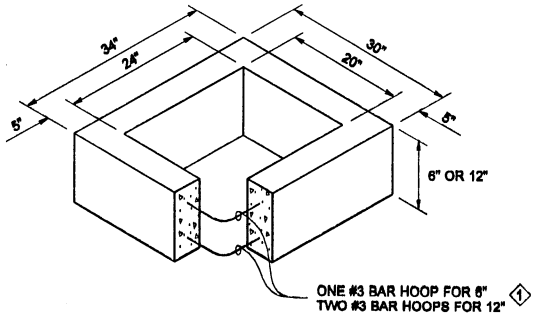
STEP

NOTE

Ladder rungs for manholes and catch basins shall meet the requirements of AASHTO M 199.

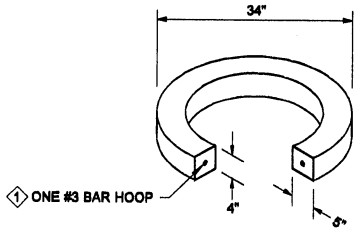


PREFABRICATED LADDER



RECTANGULAR ADJUSTMENT SECTION

1 As an acceptable alternative to rebar, wire mesh having a minimum area of 0.12 square inches per foot may be used for adjustment sections.



CIRCULAR ADJUSTMENT SECTION

MATTHEW J. WITECKI
STATE OF WASHINGTON
15588
REGISTERED
PROFESSIONAL ENGINEER

EXPIRES JULY 1, 2009

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT BUT AN ELECTRONIC DUPLICATE. THE ORIGINAL, SIGNED BY THE ENGINEER AND APPROVED FOR PUBLICATION, IS KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

MISCELLANEOUS DETAILS FOR DRAINAGE STRUCTURES STANDARD PLAN B-30.90-01

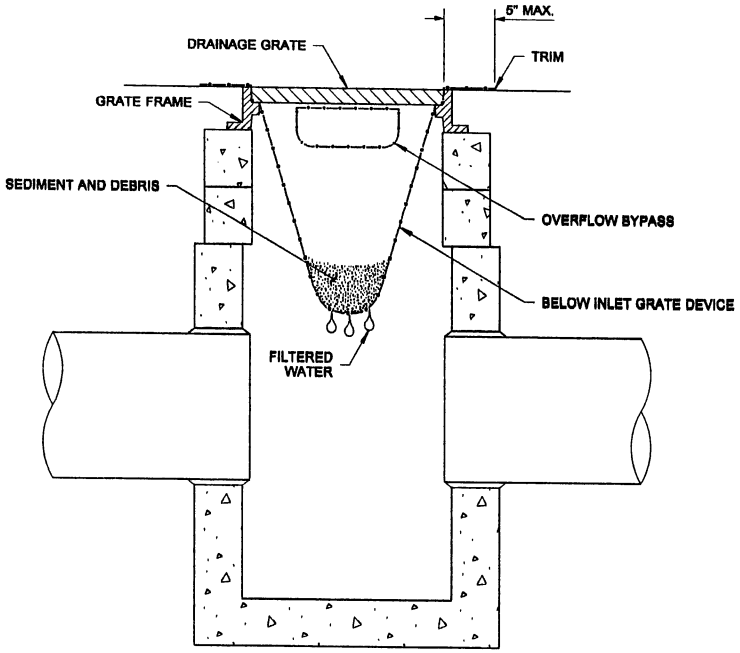
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III — STATE DESIGN ENGINEER — *09-20-07* — DATE

Washington State Department of Transportation

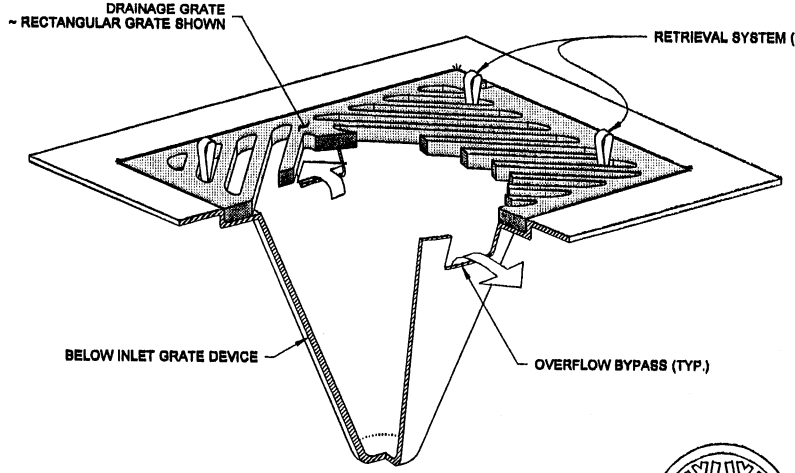
DRAWN BY: LISA CYFORD



SECTION VIEW
NOT TO SCALE

NOTES

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
2. The BIGD shall have a built-in high-flow relief system (overflow bypass).
3. The retrieval system must allow removal of the BIGD without spilling the collected material.
4. Perform maintenance in accordance with Standard Specification 8-01.3(15).



ISOMETRIC VIEW

STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

MARK W. MAURER
CERTIFICATE NO. 000598

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT BUT AN ELECTRONIC DUPLICATE. THE ORIGINAL, SIGNED BY THE ENGINEER AND APPROVED FOR PUBLICATION, IS KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

STORM DRAIN INLET PROTECTION

STANDARD PLAN I-40.20-00

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III — STATE DESIGN ENGINEER
09-20-07 — DATE

Washington State Department of Transportation

APPENDIX E
AGC AGREEMENT
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AGC – WSDOT
SUPPLEMENTAL EQUIPMENT RENTAL AGREEMENT

Effective Dates: October 1, 2008 until January 15, 2009

It is mutually agreed by the parties to this agreement that rental rates to be paid Contractors for equipment used on force account will be established in accordance with Section 1-09.6 of the Standard Specifications, the AGC-WSDOT Equipment Rental Agreement Effective May 1, 2007, and this Supplemental Agreement.

This Supplemental Equipment Rental Agreement modifies the AGC-WSDOT Equipment Rental Agreement Effective May 1, 2007 as described below.

2. Rental Rate, paragraph c. is revised to read:

c. The hourly operating cost for each hour that the equipment is in use. "In use" shall mean that the presence of the equipment is necessary for the operation and that the equipment is present and is not being used for other activities while the force account work is underway. Under these circumstances, the equipment shall be paid at its hourly rate plus 1.07 times the hourly operating cost.

4. Rental Equipment, the first paragraph is revised to read:

If Contractor-owned equipment is not reasonably available, the Engineer may approve the use of operated or non-operated rental equipment. Operated equipment shall be considered a "service" and shall be compensated according to section 4 of the force account specifications. Non-operated equipment shall be compensated according to the provisions for rented equipment in section 3 of the force account specifications. If the invoice costs of non-operated equipment do not specifically say that fuel is included, then 1.07 times the Rental Rate Blue Book Hourly Operating Cost shall be added for each hour the equipment operates.

This Supplemental Equipment Rental Agreement is issued after conference among representatives of the Associated General Contractors of Washington and the Washington State Department of Transportation and has the approval of both.

Associated General Contractors of Washington

Van Collins
Legislative Council

Washington State Department of Transportation

Linea Laird, P.E.
State Construction Engineer

AGC – WSDOT
EQUIPMENT RENTAL AGREEMENT

Effective Date: May 1, 2007 Until Further Notice

It is mutually agreed by the parties to this agreement that rental rates to be paid Contractors for equipment used on force account will be established in accordance with Section 1-09.6 of the Standard Specifications and this agreement. The following rules have been agreed to:

1. **General**

The Rental Rate Blue Book published by Primedia Information, Inc., as clarified or modified by this agreement, will be used to establish rental rates for equipment approved for use on force account work. Rate modifications, indicated on Regional Adjustment Maps in the Blue Book and as applied automatically by the Blue Book CD (Washington State Version), shall be used for all equipment covered under this agreement. Updates to the Rental Rate Book, in compact disk format, are published on a schedule determined by Primedia Information, Inc. Each update will become applicable to force accounts fourteen days after the date on which Primedia Information, Inc. declares the update to be effective. Equipment used under the terms of this agreement will be at the rates in effect for each section of the Blue Book at the time of use except that calculations made prior to the applicable date, using the previous rates, will not be changed.

2. **Rental Rate**

The hourly rental rate for equipment utilized on force account shall be a combination of the following items:

a. The Blue Book monthly rate multiplied by the Rate Adjustment factors for age and geographic location divided by 176.

b. Attachments will be included in the rental rate when the Engineer deems them necessary to accomplish the force account work. An approved attachment that is continuously attached and used intermittently during the work will be paid for the same duration as the host equipment. When multiple attachments are approved for use, and the attachments are being used interchangeably on the force account operation, only the one attachment having the higher rate will be paid.

c. The hourly operating cost for each hour that the equipment is in use. "In use" shall mean that the presence of the equipment is necessary for the operation and that the equipment is present and is not being used for other activities while the force account work is underway. Under the circumstances, the equipment shall be paid at its hourly rate plus the hourly operating cost.

3. **Standby Time**

Standby time shall be defined as the time during which equipment is idled and cannot be assigned to other work on the project. Only that equipment which has been utilized for work on the force account and is expected to be utilized again on the same force account will be eligible for standby compensation. The Contractor is expected to utilize idled equipment on other work if reasonably possible. Standby time will only be paid if the Engineer has had an opportunity to evaluate the cost of standby versus the cost of mobilizing and demobilizing and has ordered standby.

When ordered by the Engineer, standby time shall be paid at one-half of the rate established in accordance with this agreement. The operating cost shall not be included in the calculation for establishing the standby rate. Standby time will not be compensated beyond that amount which will bring the resulting total of operated time and standby time to 8 hours in any one day or 40 hours in any one week.

4. **Rental Equipment**

If Contactor-owned equipment is not reasonably available, the Engineer may approve the use of operated or non-operated rental equipment. Operated equipment shall be considered a "service" and shall be compensated according to section 4 of the force account specification. Non-operated equipment shall be compensated according to the provisions for rented equipment in section 3 of the force account specifications. If the invoice costs of non-operated equipment do not specifically say the fuel is included, the Rental Rate Blue Book Hourly Operating Cost shall be added for each hour the equipment operates.

When invoiced equipment is used on both force account and non-force account work, payment for the equipment will be a prorated share of the invoice cost. The time period covered by the invoice shall reflect the normal practice of the renting agency, except that the time period shall not exceed one month. When calculating the prorated share, the amounts of standby time for both types of work will be considered according to the formula:

$$\text{Share of Invoice to be charged to Force Account} = \frac{\mathbf{FC}}{\mathbf{FC + NFC}}$$

Where:

FC = $ Force account including standby time.
NFC = $ Non-force account including standby time.

5. **Mobilization**

Force account mobilization of equipment is defined as the preparatory work performed by the Contractor including procurement, loading and transportation of equipment that is intended for use in a force account. A pro-rata adjustment will be made when the equipment is eventually used for regular contract work in addition to the force account work. Mobilization also included the costs incurred during demobilization. The costs will be included in the appropriate sections (Labor, Equipment, Services, etc) depending on the nature of the cost. If the equipment being mobilized is hauled, payment will cover the hauling vehicle (operated cost). In the event that equipment is transferred under its own power, the payment will cover the operated cost of the equipment plus operator costs. Move-out, or demobilization costs will provide for the return of the equipment to the location from which it was obtained. In the event that the move-out is to a different location, payment will not exceed the amount of the move-in.

If approved by the Engineer, payment will be allowed for moving equipment from work site to work site within the project after the equipment is on the job.

Charges for mechanic's time utilized in servicing equipment to ready it for use prior to moving to the project and similar charges will not be allowed.

6. **Blue Book Omissions**

In the event a rate has not been established for a particular piece of equipment in the Rental Rate Blue Book, a rate will be established, utilizing one or more of the following methods:

a. Use a rate for the most similar model found in the applicable Blue Book. Such characteristics as manufacturer, capacity, horsepower, and fuel type will be used as the basis for selecting a similar model.

b. Contact Primedia Information, Inc, (through the WSDOT OSC Construction Office) for the rate not included in the Book.

c. Utilize a rate agreed upon by the parties.

d. For equipment that is older than 20 years the oldest adjustment rate available in the book shall be used.

7. **Breakdown**

The Contractor shall provide reasonable maintenance efforts for equipment utilized in force account. When a breakdown occurs for any piece of equipment being used on force account work, the Contractor shall divert idled equipment. Payment shall cease for the equipment that is broken down. Payment shall also cease for any other equipment that is idled as a result of the breakdown (there will be no standby payment.) Payment for any labor that is idled as a result of the breakdown will be made in accordance with provisions of section 1 of the force account specifications, particularly as related to contractual obligations and normal practices of the Contractor.

8. **Shutdown**

If the Engineer orders a shutdown of any or all of the force account, the equipment idled as a result of the shutdown shall be diverted to other work. When diversion of equipment is not practical, standby time may be paid during non-operating hours as provided in Item 3 of this agreement.

The Engineer reserves the right to cease standby payment for equipment that is idled as a result of a shutdown when the shutdown is anticipated to be for an extended period of time. No further payment shall be allowed after the date the Engineer makes this determination except as provided in Item 5 of this agreement, "Mobilization."

Standby time shall not be paid when shutdown is the result of the fault or negligence of the Contractor.

9. **Small Tools**

Any contractor-owned equipment listed in the Blue Book with a monthly rate of less than $100 and any other equipment with a purchase price of less than $500 shall be considered Small Tools and shall be paid by negotiation rather than using an hourly rate (except for rentals.) Any such small tool that is rented shall be paid according to the rental provisions in the Equipment section of this agreement. All other Small Tools shall be paid by agreement of the parties. After the force account work has been completed, (or more often, by agreement of the parties,) the Contractor shall promptly supply a list of small tools and equipment that have been utilized in the work. The list shall be supported by invoices or, in the event the item came from stock, by a Contractor affidavit of purchase cost. The negotiation of the Small Tools payment may include discussions of shared use with other work and of residual value, if appropriate. Once agreed upon, the small tools amount will be added to the payment amount in the Equipment section (Section 3 of the force account specification.)

10. **Aeration Equipment**

The rental rate for plows and discs shall be as listed below:

Plows and discs meeting the requirements of Section 2-03.3(15) of the Standard Specifications shall be paid at the rate of $9.60 per hour.

Add $0.70 per hour per foot of width for additional width of disc more than 10 ft.

Motive power for discs and plows shall be capable of pulling discs and plows at the speeds specified in Section 2-03.3(15) of the Standard Specifications. Payment for motive power shall be 100 percent of the rates in this agreement except that equipment having motive power in excess of 340 horsepower shall be paid at 100 percent of the highest equipment rate for a comparable unit of the same manufacturer having less than 340 horsepower.

Payment for all other equipment approved for Aeration shall be at the rates established in accordance with this agreement when used for aeration work.

10. **Concurrence, Review Time**

This agreement is issued after conference among representatives of the Associated General Contractors of Washington and the Washington State Department of Transportation and has the approval of both. Either party may request a review after a one-year period.

Associated General Contractors of Washington

Van Collins
Southern District Manager

Washington State Department of Transportation

Linea Laird
State Construction Engineer