

CONTRACT DOCUMENTS

FOR:

CITY OF FERNDALE, WASHINGTON CONSOLIDATION OF CENTRAL CITY WATER PROJECT PUBLIC WORKS PROJECT #WA2015-01

Consisting of:

Bid Documents
Contract Forms
Specifications & Conditions
Drawings



Plans Provided for:

City of Ferndale
Kevin Renz, 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

CONSOLIDATION OF CENTRAL CITY WATER PROJECT

FERNDALE, WASHINGTON

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BID PROCEDURES AND CONDITIONS
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**INVITATION TO BID
FOR
CONSOLIDATION OF CENTRAL CITY WATER PROJECT
PUBLIC WORKS PROJECT #WA2015-01**

NOTICE IS HEREBY GIVEN by **CITY OF FERNDALE** that sealed bid proposals will be received by the City of Ferndale at Ferndale City Hall, 2095 Main Street, Ferndale, Washington, 98248, (360) 384-4006, until **May 31, 2016, at 4 PM**, and will then and there be opened and publicly read for the following construction work:

PROJECT DESCRIPTION: This contract provides for the installation of approximately 6,500' of watermain and appurtenances along Heights Dr, Field View Dr., Crestline St., Hilltop Rd., and Heather Dr., in Ferndale Washington. Work will include installation of 6,500' of 8" ductile iron watermain, water valves, hydrants, water services, pressure reducing valves, trench excavation, trench repair, and other work, in accordance with the Contract Plans, Special Provisions, the Standard Specifications, including the amendments thereto, and Standard Plans.

Bid Guaranty

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 before starting work. The Contracting Agency reserves the right to reject any or all bids in accordance with the Contract Documents.

Project Documents:

Maps, plans, and specifications may be obtained from the Ferndale City Hall upon payment in the amount of \$75 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. An electronic version of the project plans and specifications are available for download on the City of Ferndale website at www.cityofferndale.org if you download the bid documents you are required to contact the City to be added to the planholders' list. Questions regarding this Invitation to Bid should be directed to Katy Radder, Project Manager, at (360) 685-2377.

Pre-Bid Conference

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 **May 19, 2016, at 10 AM**. A jobsite visit may follow upon request. Attendance at this Pre-Bid Conference is not mandatory.

The City of Ferndale in accordance with Title VI, 42 U.S.C. § 2000d et seq., prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

The City of Ferndale is an Equal Opportunity and Affirmative Action Employer. Disadvantaged Business Enterprises (Small, Minority- and Women-Owned Businesses) are encouraged to submit bids. All work performed on the project will be subject to the higher of the prevailing state or federal wage rates.

This project is partially funded through the Washington State Drinking Water State Revolving Fund program with federal funds from the Environmental Protection Agency. All requirements of the Contract shall apply to general contractors and all subcontractors.

Susan Duncan

City Clerk - City of Ferndale

Bellingham Herald – Published May 10, 2016 and May 16, 2016

BID PROPOSAL FORMS
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BIDDER'S CHECKLIST

- Review Plans and Specifications and Visit Site
- Bid Proposal Included
- Include Unit Price for each Bid Item
- Include Extensions for each Unit Price
- Total Contract Price, including Taxes
- Bidder Identification
- Non-Collusion Declaration
- Certification for Federal-Aid Contracts (WSDOT Form 272-040EF)
- Bid Proposal and Addendum Acknowledgment
- Signed and Notarized
- Bid Bond
- Amount Filled In
- Bid Deposit is at least 5% of Total Bid
- Complete Bidder's Checklist
- Names of **ALL** Firms that Bid or Quote on Subcontracts, Including both DBE and non-DBE Firms
- Certification of Nonsegregated Facilities (Attachment 3, Appendix C)
- Submit Bids by Required Date and Time

BID PROPOSAL
FOR
CONSOLIDATION OF CENTRAL CITY WATER PROJECT
FERNDAL, 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: **“CONSOLIDATION OF CENTRAL CITY WATER 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.

**CONSOLIDATION OF CENTRAL CITY WATER PROJECT, CITY PROJECT #WA2015-01
CITY OF FERNDALE**

() SECTION REFERENCE

May 10, 2016

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	1 LUMP SUM	MOBILIZATION (1-09.7)	\$	\$
			per LS	
2	1 LUMP SUM	SPCC PLAN (1-07)	\$	\$
			per LS	
3	1 EST	ARCHAEOLOGICAL AND HISTORICAL SALVAGE (1-07)	\$ 2,000.00	\$ 2,000.00
			EST	
4	3 DAY	STANDBY TIME CAUSED BY ARCHAEOLOGICAL FINDINGS (1-07)	\$	\$
			per DAY	
5	1 LUMP SUM	PROJECT TEMPORARY TRAFFIC CONTROL (1-10)	\$	\$
			per LS	
6	1 LUMP SUM	CLEARING AND GRUBBING (2-01)	\$	\$
			per LS	
7	1 LUMP SUM	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (2-02)	\$	\$
			per LS	
8	1 FORCE ACCOUNT	ABANDONMENT OF ASBESTOS CEMENT WATER MAIN (2-02)	\$ 10,000.00	\$ 10,000.00
			FA	
9	60,000 LINEAR FOOT-INCH	SAWCUT ACP (2-02)	\$	\$
			per LF-IN	

**CONSOLIDATION OF CENTRAL CITY WATER PROJECT, CITY PROJECT #WA2015-01
CITY OF FERNDALE**

() SECTION REFERENCE

May 10, 2016

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
10	5,000 LINEAR FOOT-INCH	SAWCUT PCC (2-02)	\$ per LF-IN	\$
11	20 M GAL.	WATER (2-07)	\$ per M GAL.	\$
12	12,000 SQUARE FOOT	SHORING OR EXTRA EXCAVATION CLASS B (2-09)	\$ per SF	\$
13	30 CUBIC YARD	CONTROLLED DENSITY FILL (2-09)	\$ per CY	\$
14	8,000 TON	GRAVEL BASE (4-02)	\$ per TON	\$
15	500 TON	CRUSHED SURFACING TOP COURSE (4-04)	\$ per TON	\$
16	900 TON	COMMERCIAL HMA (5-04)	\$ per TON	\$
17	0 CALC	JOB MIX COMPLIANCE PRICE ADJUSTMENT (5-04)	\$0.00 CALC	\$0.00
18	0 CALC	COMPACTION PRICE ADJUSTMENT (5-04)	\$0.00 CALC	\$0.00

**CONSOLIDATION OF CENTRAL CITY WATER PROJECT, CITY PROJECT #WA2015-01
CITY OF FERNDALE**

() SECTION REFERENCE

May 10, 2016

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
19	1 LUMP SUM	ADJUSTMENT TO FINISHED GRADE (7-05)	\$	\$
			per LS	
20	100 CUBIC YARD	REMOVAL OF UNSUITABLE MATERIAL INCLUDING HAUL (7-08)	\$	\$
			per CY	
21	180 LINEAR FOOT	D.I. PIPE FOR WATER MAIN 6 IN. DIAM. (7-09)	\$	\$
			per LF	
22	6,500 LINEAR FOOT	D.I. PIPE FOR WATER MAIN 8 IN. DIAM. (7-09)	\$	\$
			per LF	
23	1 EACH	CONNECT TO EXISTING AC WATERMAIN 8 IN. DIAM. (7-09)	\$	\$
			per EA	
24	5 EACH	CONNECT TO EXISTING WATERMAIN 8 IN. DIAM. (7-09)	\$	\$
			per EA	
25	5 EACH	TEMPORARY BYPASS CONNECTION 1 IN. DIAM. (7-09)	\$	\$
			per EA	
26	1 EACH	TEMPORARY BYPASS CONNECTION 3 IN. DIAM. (7-09)	\$	\$
			per EA	
27	5 EACH	STOVEPIPE WATER MAIN 8 IN. DIAM. (7-09)	\$	\$
			per EA	

**CONSOLIDATION OF CENTRAL CITY WATER PROJECT, CITY PROJECT #WA2015-01
CITY OF FERNDALE**

() SECTION REFERENCE

May 10, 2016

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
28	5 EACH	BLOWOFF ASSEMBLY (NON EXTENDABLE) (7-09)		
			\$	\$
			per EA	
29	1 EACH	BLOWOFF ASSEMBLY (EXTENDABLE) (7-09)		
			\$	\$
			per EA	
30	1 LUMP SUM	TESTING WATER MAIN (7-09)		
			\$	\$
			per LS	
31	16 EACH	GATE VALVE 8 IN. (7-12)		
			\$	\$
			per EA	
32	12 EACH	HYDRANT ASSEMBLY (7-14)		
			\$	\$
			per EA	
33	94 EACH	SERVICE CONNECTION TO EXISTING (7-15)		
			\$	\$
			per EA	
34	74 EACH	SERVICE CONNECTION 3/4 IN. DIAM. (7-15)		
			\$	\$
			per EA	
35	10 EACH	DOUBLE SERVICE CONNECTION 1 IN. DIAM. (7-15)		
			\$	\$
			per EA	
36	96 EACH	PRESSURE REDUCING VALVE (PRV) (7-15)		
			\$	\$
			per EA	

**CONSOLIDATION OF CENTRAL CITY WATER PROJECT, CITY PROJECT #WA2015-01
CITY OF FERNDALE**

() SECTION REFERENCE

May 10, 2016

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
37	1 LUMP SUM	ESC LEAD (8-01)	\$	\$
			per LS	
38	21 EACH	INLET PROTECTION (8-01)	\$	\$
			per EA	
39	1 EST	EROSION/WATER POLLUTION CONTROL (8-01)	\$ 10,000.00	\$ 10,000.00
			EST	
40	300 SQUARE YARD	SOD INSTALLATION (8-02)	\$	\$
			per SY	
41	400 SQUARE YARD	SEEDED LAWN INSTALLATION (8-02)	\$	\$
			per SY	
42	1 EST	LANDSCAPE RESTORATION (8-02)	\$ 15,000.00	\$ 15,000.00
			EST	
43	20 LINEAR FOOT	CEMENT CONC. TRAFFIC CURB AND GUTTER (8-04)	\$	\$
			per LF	
44	100 SQUARE YARD	CEMENT CONC. DRIVEWAY ENTRANCE 6 IN. THICK (8-06)	\$	\$
			per SY	
45	20 SQUARE YARD	EXPOSED AGGREGATE DRIVEWAY (8-06)	\$	\$
			per SY	

**CONSOLIDATION OF CENTRAL CITY WATER PROJECT, CITY PROJECT #WA2015-01
CITY OF FERNDALE**

() SECTION REFERENCE

May 10, 2016

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
46	15 SQUARE YARD	CEMENT CONC. SIDEWALK (8-14)	\$ per SY	\$
47	200 TON	QUARRY SPALLS (8-15)	\$ per TON	\$
48	50 EACH	POTHOLE EXISTING UNDERGROUND UTILITY (8-30)	\$ per EA	\$
49	1 EST	REPAIR EXISTING PUBLIC AND PRIVATE FACILITIES (8-31)	\$ 50,000.00 EST	\$ 50,000.00

SUBTOTAL: \$ _____

SALES TAX, ITEMS (8.7%): \$ _____

TOTAL: \$ _____

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.

Certification for Federal-Aid Contracts

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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 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, **CONSOLIDATION OF CENTRAL CITY WATER 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 _____, 2016.

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.

COMPLETE BIDDER'S LIST

(If necessary, use additional sheet)

Company Name	Point of Contact	Mailing Address	Telephone	Email	Item of Work	Date of Quote	MBE/WBE (Y or N)

CONTRACT FORMS
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Informational

**CONTRACT
FOR:
CONSOLIDATION OF CENTRAL CITY WATER PROJECT
FERNDAL, WASHINGTON**

This Contract, made and entered into this ____ day of _____, 2016 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 "CONSOLIDATION OF CENTRAL CITY WATER PROJECT, Ferndale, Washington".
2. 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.
3. 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.
4. 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.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

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 CONSOLIDATION OF CENTRAL CITY
WATER PROJECT, 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 _____, 2016, 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 _____, 2016, 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: _____

Corporate Seal:

SURETY

By: _____

Title: _____

Informational

**PAYMENT BOND
to the
City of Ferndale**

KNOW ALL MENT 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.

**CITY OF FERNDALE
RETAINAGE INVESTMENT OPTION**

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Ferndale (City) will hold your retain age as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.

- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF FERNDALE:

- 1. Bills, certificates, notes or bonds of the United States.
- 2. Other obligations of the United States or its agencies.
- 3. Indebtedness of the Federal national Mortgage Association.
- 4. Time Deposits in commercial banks.

Designate below the type of investment selected:

- _____ 3. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt Employment Security / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature) Date

Title: _____

Name of Bank: _____

Bank Address: _____

Bank Telephone Number: _____

Bank Account Number: _____

Informational

SPECIFICATIONS AND CONDITIONS

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INTRO.AP1

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2016 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.

1-02.AP1

Section 1-02, Bid Procedures and Conditions

April 4, 2016

1-02.4(1) General

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business on the Thursday preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.9 Delivery of Proposal

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

The Contracting Agency will not open or consider any Proposal when the Proposal or Bid deposit is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals unless an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received.

The following new paragraph is inserted before the last paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.12 Public Opening of Proposals

This section is supplemented with the following new paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time specified for opening of Proposals will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the Contracting Agency resume.

1-06.AP1

Section 1-06, Control of Material January 4, 2016

This section is supplemented with the following new section and subsections:

1-06.6 Recycled Materials

The Contractor shall make their best effort to utilize recycled materials in the construction of the project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a requirement of the Contract.

The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working Drawing within 30 calendar days after the Contract is executed. The plan shall provide the Contractor's anticipated usage of recycled materials for meeting the requirements of these Specifications. The quantity of recycled materials will be provided in tons and as a percentage of the Plan quantity for each material listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material. When a Contract does not include Work that requires the use of a material that is included in the requirements for using materials the Contractor may state in their plan that no recycled materials are proposed for use.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT Form 350-075 Recycled Materials Reporting.

1-06.6(1) Recycling of Aggregate and Concrete Materials

1-06.6(1)A General

The minimum quantity of recycled concrete aggregate shall be 25 percent of the total quantity of aggregate that is incorporated into the Contract for those items listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material that allow the use of recycled concrete aggregate. The percentage of recycled material incorporated into the project for meeting the required percentage will be calculated in tons based on the quantity of recycled concrete used on the entire Contract and not as individual items.

If the Contractor's total cost for Work with recycled concrete aggregate is greater than without the Contractor may choose to not use recycled concrete aggregate. When the Contractor does not meet the minimum requirement of 25 percent recycled concrete aggregate for the Contract due to costs or any other reason the following shall be submitted:

1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on the Contract. The cost estimate shall include the following:
 - a. The estimated costs for the Work for each material with 25 percent recycled concrete aggregate. The cost estimate shall include for each material a copy of the price quote from the supplier with the lowest total cost for the Work.
 - b. The estimated costs for the Work for each material without recycled concrete aggregate.

The Contractor's cost estimates shall be submitted as an attachment to the Recycled Materials Reporting form.

1-07.AP1

Section 1-07, Legal Relations and Responsibilities to the Public April 4, 2016

1-07.1 Laws to be Observed

In the second to last sentence of the third paragraph, "WSDOT" is revised to read "Contracting Agency".

1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax

The last three sentences of the first paragraph are deleted and replaced with the following new sentence:

The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project, in the unit bid prices.

1-07.9(2) Posting Notices

Items 1 and 2 are revised to read:

1. EEOC - P/E-1 (revised 11/09, supplemented 09/15) – **Equal Employment Opportunity IS THE LAW** published by US Department of Labor. Post for projects with federal-aid funding.
2. FHWA 1022 (revised 05/15) – **NOTICE Federal-Aid Project** published by Federal Highway Administration (FHWA). Post for projects with federal-aid funding.

Items 5, 6 and 7 are revised to read:

5. WHD 1420 (revised 02/13) – **Employee Rights and Responsibilities Under The Family And Medical Leave Act** published by US Department of Labor. Post on all projects.
6. WHD 1462 (revised 01/16) – **Employee Polygraph Protection Act** published by US Department of Labor. Post on all projects.
7. F416-081-909 (revised 09/15) – **Job Safety and Health Law** published by Washington State Department of Labor and Industries. Post on all projects.

Items 9 and 10 are revised to read:

9. F700-074-909 (revised 06/13) – **Your Rights as a Worker in Washington State** by Washington State Department of Labor and Industries (L&I). Post on all projects.
10. EMS 9874 (revised 10/15) – **Unemployment Benefits** published by Washington State Employment Security Department. Post on all projects.

1-08.AP1

Section 1-08, Prosecution and Progress January 4, 2016

1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage Withheld

In item number 5 of the first paragraph, "WSDOT" is revised to read "Contracting Agency".

1-09.AP1

Section 1-09, Measurement and Payment April 4, 2016

1-09.6 Force Account

The second sentence of item number 4 is revised to read:

A “specialized service” is a work operation that is not typically done by worker classifications as defined by the Washington State Department of Labor and Industries and by the Davis Bacon Act, and therefore bills by invoice for work in road, bridge and municipal construction.

8-01.AP8

Section 8-01, Erosion Control and Water Pollution Control April 4, 2016

8-01.2 Materials

This section is supplemented with the following new paragraph:

Recycled concrete, in any form, shall not be used for any Work defined in Section 8-01.

8-01.3(8) Street Cleaning

This section is revised to read:

Self-propelled street sweepers shall be used to remove and collect sediment and other debris from the Roadway, whenever required by the Engineer. The street sweeper shall effectively collect these materials and prevent them from being washed or blown off the Roadway or into waters of the State. Street sweepers shall not generate fugitive dust and shall be designed and operated in compliance with applicable air quality standards.

Material collected by the street sweeper shall be disposed of in accordance with Section 2-03.3(7)C.

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

8-22.AP8

Section 8-22, Pavement Marking January 4, 2016

8-22.4 Measurement

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

The measurement for “Painted Wide Lane Line”, “Plastic Wide Lane Line”, “Profiled Plastic Wide Lane Line”, “Painted Barrier Center Line”, “Plastic Barrier Center Line”, “Painted Stop Line”, “Plastic Stop Line”, “Painted Wide Dotted Entry Line”, or “Plastic Wide Dotted Entry Line” will be based on the total length of each painted, plastic or profiled plastic line installed. No deduction will be made for the unmarked area when the marking includes a broken line such as, wide broken lane line, drop lane line, wide dotted lane line or wide dotted entry line.

8-22.5 Payment

The following two new Bid items are inserted after the Bid item “Plastic Crosshatch Marking”, per linear foot:

“Painted Wide Dotted Entry Line”, per linear foot.

“Plastic Wide Dotted Entry Line”, per linear foot.

9-03.AP9

Section 9-03, Aggregates

April 4, 2016

9-03.1(1) General Requirements

This first paragraph is supplemented with the following:

Reclaimed aggregate may be used if it complies with the specifications for Portland Cement Concrete. Reclaimed aggregate is aggregate that has been recovered from plastic concrete by washing away the cementitious materials.

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

This section is revised to read:

Fine aggregate shall consist of natural sand or manufactured sand, or combinations thereof, accepted by the Engineer, having hard, strong, durable particles free from adherent coating. Fine aggregate shall be washed thoroughly to meet the specifications.

9-03.1(2)A Deleterious Substances

This section is revised to read:

The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 6 and not exceed the following values:

Material finer than No. 200 Sieve	2.5 percent by weight
Clay lumps and friable particles	3.0 percent by weight
Coal and lignite	0.25 percent by weight
Particles of specific gravity less than 2.00	1.0 percent by weight.

Organic impurities shall be tested in accordance with AASHTO T 21 by the glass color standard procedure and results darker than organic plate no. 3 shall be rejected. A darker color results from AASHTO T 21 may be used provided that when tested for the effect of organic impurities on strength of mortar, the relative strength at 7 days, calculated in accordance with AASHTO T 71, is not less than 95 percent.

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

This section is revised to read:

Coarse aggregate for concrete shall consist of gravel, crushed gravel, crushed stone, or combinations thereof having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be washed to meet the specifications.

9-03.1(4)A Deleterious

This section, including title, is revised to read:

9-03.1(4)A Deleterious Substances

The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 80 and not exceed the following values:

Material finer than No. 200	1.0 ¹ percent by weight
Clay lumps and Friable Particles	2.0 percent by weight
Shale	2.0 percent by weight
Wood waste	0.05 percent by weight
Coal and Lignite	0.5 percent by weight
Sum of Clay Lumps, Friable Particles, and Chert (Less Than 2.40 specific gravity SSD)	3.0 percent by weight

¹If the material finer than the No. 200 sieve is free of clay and shale, this percentage may be increased to 1.5.

9-03.1(4)C Grading

The following new sentence is inserted at the beginning of the last paragraph:

Where coarse aggregate size 467 is used, the aggregate may be furnished in at least two separate sizes.

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

This section is revised to read:

As an alternative to using the fine aggregate sieve grading requirements in Section 9-03.1(2)B, and coarse aggregate sieve grading requirements in Section 9-03.1(4)C, a combined aggregate gradation conforming to the requirements of Section 9-03.1(5)A may be used.

9-03.1(5)A Deleterious Substances

This section is revised to read:

The amount of deleterious substances in the washed aggregates $\frac{3}{8}$ inch or larger shall not exceed the values specified in Section 9-03.1(4)A and for aggregates smaller than $\frac{3}{8}$ inch they shall not exceed the values specified in Section 9-03.1(2)A.

9-03.1(5)B Grading

The first paragraph is deleted.

9-03.8(7) HMA Tolerances and Adjustments

In the table in item 1, the last column titled "Commercial Evaluation" is revised to read "Visual Evaluation".

9-03.21(1)B Concrete Rubble

This section, including title, is revised to read:

9-03.21(1)B Recycled Concrete Aggregate

Recycled concrete aggregates are coarse aggregates manufactured from hardened concrete mixtures. Recycled concrete aggregate may be used as coarse aggregate or blended with coarse aggregate for Commercial Concrete. Recycled concrete aggregate shall meet all of the requirements for coarse aggregate contained in Section 9-03.1(4) or 9-03.1(5). In addition to the requirements of Section 9-03.1(4) or 9-03.1(5), recycled concrete shall:

1. Contain an aggregated weight of less than 1 percent of adherent fines, vegetable matter, plastics, plaster, paper, gypsum board, metals, fabrics, wood, tile, glass, asphalt (bituminous) materials, brick, porcelain or other deleterious substance(s) not otherwise noted;

2. Be free of harmful components such as chlorides and reactive materials unless mitigation measures are taken to prevent recurrence in the new concrete;
3. Have an absorption of less than 10 percent when tested in accordance with AASHTO T 85.

Recycled concrete aggregate shall be in a saturated condition prior to mixing.

Recycled concrete aggregate shall not be placed below the ordinary high water mark of any water of the State.

9-03.21(1)D Recycled Steel Furnace Slag

This section title is revised to read:

Steel Furnace Slag

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

The following new row is inserted after the second row:

Coarse Aggregate for Commercial Concrete	9-03.1(4)	0	100	0	0
--	-----------	---	-----	---	---

9-04.AP9

**Section 9-04, Joint and Crack Sealing Materials
January 4, 2016**

9-04.2(1) Hot Poured Joint Sealants

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

9-04.2(1)A Hot Poured Sealant

Hot poured sealant shall be sampled in accordance with ASTM D5167 and tested in accordance with ASTM D5329. Hot poured sealant shall have a minimum Cleveland Open Cup Flash Point of 205°C in accordance with AASHTO T 48.

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

Hot poured sealant for cement concrete pavement shall meet the requirements of ASTM D6690 Type IV, except for the following:

1. The Cone Penetration at 25°C shall be 130 maximum.
2. The extension for the Bond, non-immersed, shall be 100 percent.

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

Hot poured sealant for bituminous pavement shall meet the requirements of ASTM D6690 Type II.

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

Sand slurry is mixture consisting of the following components measured by total weight:

1. Twenty percent CSS-1 emulsified asphalt,
2. Two percent portland cement, and
3. Seventy-eight percent fine aggregate meeting the requirements of 9-03.1(2)B Class 2. Fine aggregate may be damp (no free water).

SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS
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INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2016 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 either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

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

(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 Development Standards*

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

1 **DIVISION 1**
2 **GENERAL REQUIREMENTS**

3
4 **DESCRIPTION OF WORK**
5 *(March 13, 1995 WSDOT GSP)*

6
7 This contract provides for the installation of approximately 6,500' of watermain and
8 appurtenances along Heights Dr., Field View Dr., Crestline St., Hilltop Rd., and Heather Dr., in
9 Ferndale Washington. Work will include installation of 6,500' of 8" ductile iron watermain,
10 water valves, hydrants, water services, pressure reducing valves, trench excavation, trench repair,
11 and other work, in accordance with the Contract Plans, Special Provisions, the Standard
12 Specifications, including the amendments thereto, and Standard Plans.

13
14 **1-01.3 Definitions**
15 *(July 23, 2015 APWA GSP)*

16
17 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them
18 with the following:

19
20 **Dates**

21
22 ***Bid Opening Date***

23 The date on which the Contracting Agency publicly opens and reads the Bids.

24
25 ***Award Date***

26 The date of the formal decision of the Contracting Agency to accept the lowest
27 responsible and responsive Bidder for the Work.

28
29 ***Contract Execution Date***

30 The date the Contracting Agency officially binds the Agency to the Contract.

31
32 ***Notice to Proceed Date***

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

34
35 ***Substantial Completion Date***

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

41
42 ***Physical Completion Date***

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

1 ***Completion Date***

2 The day all the Work specified in the Contract is completed and all the obligations of the
3 Contractor under the contract are fulfilled by the Contractor. All documentation required
4 by the Contract and required by law must be furnished by the Contractor before
5 establishment of this date.
6

7 ***Final Acceptance Date***

8 The date on which the Contracting Agency accepts the Work as complete.
9

10 Supplement this Section with the following:

11
12 All references in the Standard Specifications, Amendments, or WSDOT General Special
13 Provisions, to the terms “State”, “Department of Transportation”, “Washington State
14 Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”,
15 “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.
16

17 All references to “State Materials Laboratory” shall be revised to read “Contracting Agency
18 designated location”.
19

20 All references to “final contract voucher certification” shall be interpreted to mean the final
21 payment form established by the Contracting Agency.
22

23 **Additive**

24 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
25 which may, at the discretion of the Contracting Agency, be awarded in addition to the base
26 bid.
27

28 **Alternate**

29 One of two or more units of work or groups of bid items, identified separately in the Bid
30 Proposal, from which the Contracting Agency may make a choice between different methods
31 or material of construction for performing the same work.
32

33 **Business Day**

34 A business day is any day from Monday through Friday except holidays as listed in Section
35 1-08.5.
36

37 **Contract Bond**

38 The definition in the Standard Specifications for “Contract Bond” applies to whatever bond
39 form(s) are required by the Contract Documents, which may be a combination of a Payment
40 Bond and a Performance Bond.
41

42 **Contract Documents**

43 See definition for “Contract”.
44

1 **Contract Time**

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

4
5 **Notice of Award**

6 The written notice from the Contracting Agency to the successful Bidder signifying the
7 Contracting Agency’s acceptance of the Bid Proposal.

8
9 **Notice to Proceed**

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

13
14 **Traffic**

15 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists,
16 wheelchairs, and equestrian traffic.

17
18 *(December 29, 2008 R&E GSP)*

19
20 *(*****)*

21 ***Third Party Beneficiary***

22 Funding for this project is being provided through the Washington State Department of
23 Commerce Drinking Water State Revolving Fund. All parties agree that the State of
24 Washington shall be, and is hereby, named as an express third-party beneficiary of this
25 contract, with full rights as such.

26
27 **1-02 BID PROCEDURES AND CONDITIONS**

28
29 **1-02.1 Prequalification of Bidders**

30
31 Delete this Section and replace it with the following:

32
33 **1-02.1 Qualifications of Bidder**

34 *(January 24, 2011 APWA GSP)*

35
36 Before award of a public works contract, a bidder must meet at least the minimum
37 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be
38 awarded a public works project.

39
40 *(*****)*

41 The Contractor shall act in accordance with the Certification Regarding Suspension,
42 Debarment, Ineligibility or Voluntary Exclusion section of the Washington State Department
43 of Commerce Drinking Water State Revolving Fund (DWSRF) Specifications Insert,
44 Appendix C.

1 **1-02.2 Plans and Specifications**

2 *(June 27, 2011 APWA GSP)*

3
4 Delete this section and replace it with the following:

5
6 Information as to where Bid Documents can be obtained or reviewed can be found in the Call
7 for Bids (Advertisement for Bids) for the work.

8
9 After award of the contract, plans and specifications will be issued to the Contractor at no
10 cost as detailed below:
11

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	5	Furnished automatically upon award.
Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	3	Furnished only upon request.

12
13 Additional plans and Contract Provisions may be obtained by the Contractor from the source
14 stated in the Call for Bids, at the Contractor's own expense.

15
16 **1-02.4(1) General**

17 *(March 17, 2010 R&E GSP)*

18
19 Section 1-02.4(1) is supplemented with the following:

20
21 If the Bidder finds any discrepancy in, or omission from the specifications or plans, or if
22 there is any doubt as to their meaning, the Bidder shall promptly notify Reichhardt & Ebe
23 Engineering, Inc. (360) 354-3687. Any addenda issued during the time of bidding will be
24 numbered consecutively and will be incorporated into these contract documents. The Bidder
25 shall be responsible to ascertain, prior to submittal of a bid proposal that all addenda issued
26 have been received, and are acknowledged on the "Bid Proposal Signature and Addendum
27 Acknowledgment" form. Addendums will only be issued to those contractors appearing on
28 the Plan Holders List at Reichhardt & Ebe Engineering, 423 Front Street, Lynden WA. It
29 will be the responsibility of the contractor to ensure their name appears on the Plan Holders
30 List.

31
32 Any interpretation or correction of the bid documents will be made only by addendum, and a
33 copy of such addendum will be mailed or delivered to each person whose name appears on
34 the Plan Holders List. The Contracting Agency will not be responsible for any other
35 explanations or interpretations of the bid documents. No oral interpretations by the
36 Contracting Agency of any provision in the bid documents will be considered binding.
37

1
2 **Pre-Bid Conference**

3 Due to the nature of the project, the Contracting Agency will hold one pre-bid conference for
4 all proposal holders for this project. Subcontractors or other plan holders are encouraged to
5 attend.
6

7 Those prospective bidders wanting to take part in the Pre-Bid Conference shall meet at the
8 Ferndale City Hall, 2095 Main Street, Ferndale, Washington 98248. The meeting will start
9 on **May 19, 2016, at 10:00 AM**. A jobsite visit may follow upon request. Attendance at this
10 Pre-Bid Conference is not mandatory.
11

12 **1-02.4(2) Subsurface Information**

13 *(March 8, 2013 APWA GSP)*

14 The second sentence in the first paragraph is revised to read:
15

16 The existing HMA is approximately 3" thick.
17

18 **1-02.5 Proposal Forms**

19 *(June 27, 2011 APWA GSP)*
20

21 Delete this section and replace it with the following:
22

23 The Proposal Form will identify the project and its location and describe the work. It will
24 also list estimated quantities, units of measurement, the items of work, and the materials to be
25 furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that
26 call for, but are not limited to, unit prices; extensions; summations; the total bid amount;
27 signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda;
28 the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE
29 commitment, if applicable; a State of Washington Contractor's Registration Number; and a
30 Business License Number, if applicable. Bids shall be completed by typing or shall be
31 printed in ink by hand, preferably in black ink. The required certifications are included as
32 part of the Proposal Form.
33

34 The Contracting Agency reserves the right to arrange the proposal forms with alternates and
35 additives, if to the advantage of the Contracting Agency. The bidder shall bid on all
36 alternates and additives set forth in the Proposal Form unless otherwise specified.
37

38 **1-02.6 Preparation of Proposal**

39 *(June 27, 2011 APWA GSP)*
40

41 Supplement the second paragraph with the following:
42

- 43 4. If a minimum bid amount has been established for any item, the unit or lump sum price
44 must equal or exceed the minimum amount stated.
45 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed
46 by the signer of the bid.

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

2
3 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

4
5 A bid by a corporation shall be executed in the corporate name, by the president or a vice
6 president (or other corporate officer accompanied by evidence of authority to sign).

7
8 A bid by a partnership shall be executed in the partnership name, and signed by a partner. A
9 copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE
10 requirements are to be satisfied through such an agreement.

11
12 A bid by a joint venture shall be executed in the joint venture name and signed by a member
13 of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid
14 Form if any D/W/MBE requirements are to be satisfied through such an agreement.

15
16 (*****)

17 Supplement the fourth paragraph with the following:

18
19 The Bidder shall also submit the following information and forms with their Bid:

- 20 4. Complete Bidder's List, as provided in the Bid Proposal Package

21
22 **1-02.7 Bid Deposit**

23 *(March 8, 2013 APWA GSP)*

24
25 Supplement this section with the following:

26
27 Bid bonds shall contain the following:

- 28 1. Contracting Agency-assigned number for the project;
29 2. Name of the project;
30 3. The Contracting Agency named as obligee;
31 4. The amount of the bid bond stated either as a dollar figure or as a percentage which
32 represents five percent of the maximum bid amount that could be awarded;
33 5. Signature of the bidder's officer empowered to sign official statements. The signature of
34 the person authorized to submit the bid should agree with the signature on the bond, and
35 the title of the person must accompany the said signature;
36 6. The signature of the surety's officer empowered to sign the bond and the power of
37 attorney.

38
39 If so stated in the Contract Provisions, bidder must use the bond form included in the
40 Contract Provisions.

41
42 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

43 *(February 1, 2008, R&E GSP)*

44 Section 1-02.7 is supplemented with the following:

45
46 All bid bonds shall be made payable to the City of Ferndale.

1 **1-02.9 Delivery of Proposal**

2
3 (*****)

4 Delete this section and replace it with the following:

5
6 Each proposal shall be submitted in a sealed envelope, with the Project Name and Project
7 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as
8 otherwise required in the Bid Documents, to ensure proper handling and delivery.

9
10 The Contracting Agency will not open or consider any Bid Proposal that is received after the
11 time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other
12 than that specified in the Call for Bids.

13
14 This project contains funds from the Drinking Water State Revolving Fund (DWSRF) and
15 requires DBE Written Confirmation Documents in accordance with Section 1-02.6. The
16 Bidder shall submit, with their Bid Proposal, the required documentation in order to be
17 considered responsive.

18
19 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

20 *(July 23, 2015 APWA GSP)*

21
22 Delete this section in its entirety, and replace it with the following:

23
24 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
25 withdraw, revise, or supplement it if:

- 26
27 1. The Bidder submits a written request signed by an authorized person and
28 physically delivers it to the place designated for receipt of Bid Proposals, and
29 2. The Contracting Agency receives the request before the time set for receipt of Bid
30 Proposals, and
31 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
32 Agency before the time set for receipt of Bid Proposals.

33
34 If the Bidder’s request to withdraw, revise, or supplement its Bid Proposal is received before
35 the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened
36 Proposal package to the Bidder. The Bidder must then submit the revised or supplemented
37 package in its entirety. If the Bidder does not submit a revised or supplemented package,
38 then its bid shall be considered withdrawn.

39
40 Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded
41 by the Contracting Agency and returned unopened. Mailed, Emailed, or faxed requests to
42 withdraw, revise, or supplement a Bid Proposal are not acceptable.

43
44 **1-02.12 Public Opening of Proposals**

1 (May 4, 2012 APWA GSP)

2
3 Delete this section and replace it with the following:

4
5 Proposals will be opened and publicly read at the time indicated in the Call for Bids, after the
6 deadline(s) for submitting all elements of the Bid Proposal including DBE Written
7 Confirmation Documents and/or Good Faith Effort Documentation, unless the Bid opening
8 has been delayed or canceled. Bidders, their authorized agents, and other interested parties
9 are invited to be present.

10
11 **1-02.13 Irregular Proposals**

12 (March 13, 2012 APWA GSP)

13
14 Revise item 1 to read:

- 15
16 1. A proposal will be considered irregular and will be rejected if:
- 17 a. The Bidder is not prequalified when so required;
 - 18 b. The authorized proposal form furnished by the Contracting Agency is not used or
19 is altered;
 - 20 c. The completed proposal form contains any unauthorized additions, deletions,
21 alternate Bids, or conditions;
 - 22 d. The Bidder adds provisions reserving the right to reject or accept the award, or
23 enter into the Contract;
 - 24 e. A price per unit cannot be determined from the Bid Proposal;
 - 25 f. The Proposal form is not properly executed;
 - 26 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable,
27 as required in Section 1-02.6;
 - 28 h. The Bidder fails to submit or properly complete a Disadvantaged Business
29 Enterprise Certification, if applicable, as required in Section 1-02.6;
 - 30 i. The Bidder fails to submit written confirmation from each DBE firm listed on the
31 Bidder's completed DBE Utilization Certification that they are in agreement with
32 the bidders DBE participation commitment, if applicable, as required in Section
33 1-02.6, or if the written confirmation that is submitted fails to meet the
34 requirements of the Special Provisions;
 - 35 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
36 as required in Section 1-02.6, or if the documentation that is submitted fails to
37 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - 38 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the
39 material terms of the Bid invitation; or
 - 40 l. More than one proposal is submitted for the same project from a Bidder under the
41 same or different names.

42
43 (December 29, 2008 R&E GSP)

44 Item 1a is supplemented with the following:

45
46 "Bidders do not have to be pre-qualified."

1 **1-02.14 Disqualification of Bidders**

2 *(March 8, 2013 APWA GSP, Option B)*

3
4 Delete this Section and replace it with the following:

5
6 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
7 responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the following
8 Supplemental Criteria:

9
10 1. **Delinquent State Taxes**

11
12 A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State
13 Department of Revenue without a payment plan approved by the Department of
14 Revenue.

15
16 B. Documentation: The Bidder shall not be listed on the Washington State
17 Department of Revenue’s “Delinquent Taxpayer List” website:
18 <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are
19 so listed, they must submit a written payment plan approved by the Department
20 of Revenue, to the Contracting Agency by the deadline listed below.

21
22 2. **Federal Debarment**

23
24 A. Criterion: The Bidder shall not currently be debarred or suspended by the
25 Federal government.

26
27 B. Documentation: The Bidder shall not be listed as having an “active exclusion”
28 on the U.S. government’s “System for Award Management” database
29 (www.sam.gov).

30
31 3. **Subcontractor Responsibility**

32
33 A. Criterion: The Bidder’s standard subcontract form shall include the
34 subcontractor responsibility language required by RCW 39.06.020, and the
35 Bidder shall have an established procedure which it utilizes to validate the
36 responsibility of each of its subcontractors. The Bidder’s subcontract form shall
37 also include a requirement that each of its subcontractors shall have and
38 document a similar procedure to determine whether the sub-tier subcontractors
39 with whom it contracts are also “responsible” subcontractors as defined by
40 RCW 39.06.020.

41
42 B. Documentation: The Bidder, if and when required as detailed below, shall
43 submit a copy of its standard subcontract form for review by the Contracting
44 Agency, and a written description of its procedure for validating the
45 responsibility of subcontractors with which it contracts.

1 4. **Prevailing Wages**
2

3 A. Criterion: The Bidder shall not have a record of prevailing wage violations as
4 determined by WA Labor & Industries in the five years prior to the bid
5 submittal date, that demonstrates a pattern of failing to pay workers prevailing
6 wages, unless there are extenuating circumstances and such circumstances are
7 deemed acceptable to the Contracting Agency.
8

9 B. Documentation: The Bidder, if and when required as detailed below, shall
10 submit a list of all prevailing wage violations in the five years prior to the bid
11 submittal date, along with an explanation of each violation and how it was
12 resolved. The Contracting Agency will evaluate these explanations and the
13 resolution of each complaint to determine whether the violation demonstrate a
14 pattern of failing to pay its workers prevailing wages as required.
15

16 5. **Claims Against Retainage and Bonds**
17

18 A. Criterion: The Bidder shall not have a record of excessive claims filed against
19 the retainage or payment bonds for public works projects in the three years prior
20 to the bid submittal date, that demonstrate a lack of effective management by
21 the Bidder of making timely and appropriate payments to its subcontractors,
22 suppliers, and workers, unless there are extenuating circumstances and such
23 circumstances are deemed acceptable to the Contracting Agency.
24

25 B. Documentation: The Bidder, if and when required as detailed below, shall
26 submit a list of the public works projects completed in the three years prior to
27 the bid submittal date that have had claims against retainage and bonds and
28 include for each project the following information:
29

- 30 • Name of project
- 31 • The owner and contact information for the owner;
- 32 • A list of claims filed against the retainage and/or payment bond for any
33 of the projects listed;
- 34 • A written explanation of the circumstances surrounding each claim and
35 the ultimate resolution of the claim.
36

37 6. **Public Bidding Crime**
38

39 A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime
40 involving bidding on a public works contract in the five years prior to the bid
41 submittal date.

42 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
43 statement (on a form to be provided by the Contracting Agency) that the Bidder
44 and/or its owners have not been convicted of a crime involving bidding on a
45 public works contract.
46

1 7. **Termination for Cause / Termination for Default**
2

3 A. Criterion: The Bidder shall not have had any public works contract terminated
4 for cause or terminated for default by a government agency in the five years
5 prior to the bid submittal date, unless there are extenuating circumstances and
6 such circumstances are deemed acceptable to the Contracting Agency.
7

8 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
9 statement (on a form to be provided by the Contracting Agency) that the Bidder
10 has not had any public works contract terminated for cause or terminated for
11 default by a government agency in the five years prior to the bid submittal date;
12 or if Bidder was terminated, describe the circumstances. .
13

14 8. **Lawsuits**
15

16 A. Criterion: The Bidder shall not have lawsuits with judgments entered against the
17 Bidder in the five years prior to the bid submittal date that demonstrate a pattern
18 of failing to meet the terms of contracts, unless there are extenuating
19 circumstances and such circumstances are deemed acceptable to the Contracting
20 Agency
21

22 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
23 statement (on a form to be provided by the Contracting Agency) that the Bidder
24 has not had any lawsuits with judgments entered against the Bidder in the five
25 years prior to the bid submittal date that demonstrate a pattern of failing to meet
26 the terms of contracts, or shall submit a list of all lawsuits with judgments
27 entered against the Bidder in the five years prior to the bid submittal date, along
28 with a written explanation of the circumstances surrounding each such lawsuit.
29 The Contracting Agency shall evaluate these explanations to determine whether
30 the lawsuits demonstrate a pattern of failing to meet of terms of construction
31 related contracts
32

33 As evidence that the Bidder meets the mandatory and supplemental responsibility criteria
34 stated above, the apparent two lowest Bidders must submit to the Contracting Agency by
35 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a
36 written statement verifying that the Bidder meets all of the mandatory and supplemental
37 criteria together with supporting documentation including but not limited to that detailed
38 above (sufficient in the sole judgment of the Contracting Agency) demonstrating
39 compliance with all mandatory and supplemental responsibility criteria. The Contracting
40 Agency reserves the right to request such documentation from other Bidders as well, and to
41 request further documentation as needed to assess Bidder responsibility. The Contracting
42 Agency also reserves the right to obtain information from third-parties and independent
43 sources of information concerning a Bidder's compliance with the mandatory and
44 supplemental criteria, and to use that information in their evaluation. The Contracting
45 Agency may (but is not required to) consider mitigating factors in determining whether the
46 Bidder complies with the requirements of the supplemental criteria.

1 The basis for evaluation of Bidder compliance with these mandatory and supplemental
2 criteria shall include any documents or facts obtained by Contracting Agency (whether
3 from the Bidder or third parties) including but not limited to: (i) financial, historical, or
4 operational data from the Bidder; (ii) information obtained directly by the Contracting
5 Agency from others for whom the Bidder has worked, or other public agencies or private
6 enterprises; and (iii) any additional information obtained by the Contracting Agency which
7 is believed to be relevant to the matter.
8

9 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
10 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall
11 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees
12 with this determination, it may appeal the determination within two (2) business days of the
13 Contracting Agency's determination by presenting its appeal and any additional
14 information to the Contracting Agency. The Contracting Agency will consider the appeal
15 and any additional information before issuing its final determination. If the final
16 determination affirms that the Bidder is not responsible, the Contracting Agency will not
17 execute a contract with any other Bidder until at least two business days after the Bidder
18 determined to be not responsible has received the Contracting Agency's final
19 determination.
20

21 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with
22 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility
23 Criteria may make or submit requests to the Contracting Agency to modify the criteria.
24 Such requests shall be in writing, describe the nature of the concerns, and propose specific
25 modifications to the criteria. Bidders shall submit such requests to the Contracting Agency
26 no later than five (5) business days prior to the bid submittal deadline and address the
27 request to the Project Engineer or such other person designated by the Contracting Agency
28 in the Bid Documents.
29

30 **1-02.15 Pre Award Information**

31 *(August 14, 2013 APWA GSP)*
32

33 Revise this section to read:
34

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

- 37 1. A complete statement of the origin, composition, and manufacture of any or all materials
38 to be used,
- 39 2. Samples of these materials for quality and fitness tests,
- 40 3. A progress schedule (in a form the Contracting Agency requires) showing the order of
41 and time required for the various phases of the work,
- 42 4. A breakdown of costs assigned to any bid item,
- 43 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 44 6. Obtain, and furnish a copy of, a business license to do business in the city or county
45 where the work is located.

- 1 7. Any other information or action taken that is deemed necessary to ensure that the bidder
2 is the lowest responsible bidder.

3
4 *(December 29, 2008 R&E GSP)*

5 Section 1-02.15 is supplemented with the following:

- 6
7 9. Evidence of financial resources and experience,
8 10. Organization and equipment the Bidder has available for the performance of the contract
9 by the Bidder and each proposed subcontractor.

10
11 **1-03 AWARD AND EXECUTION OF CONTRACT**

12
13 **1-03.1 Consideration of Bids**

14 *(January 23, 2006 APWA GSP)*

15
16 Revise the first paragraph to read:

17
18 After opening and reading proposals, the Contracting Agency will check them for correctness
19 of extensions of the prices per unit and the total price. If a discrepancy exists between the
20 price per unit and the extended amount of any bid item, the price per unit will control. If a
21 minimum bid amount has been established for any item and the bidder's unit or lump sum
22 price is less than the minimum specified amount, the Contracting Agency will unilaterally
23 revise the unit or lump sum price, to the minimum specified amount and recalculate the
24 extension. The total of extensions, corrected where necessary, including sales taxes where
25 applicable and such additives and/or alternates as selected by the Contracting Agency, will be
26 used by the Contracting Agency for award purposes and to fix the Awarded Contract Price
27 amount and the amount of the contract bond.

28
29 **1-03.3 Execution of Contract**

30 *(October 1, 2005 APWA GSP)*

31
32 Revise this section to read:

33
34 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available
35 for signature by the successful bidder on the first business day following award. The number
36 of copies to be executed by the Contractor will be determined by the Contracting Agency.

37
38 Within 5 calendar days after the award date, the successful bidder shall return the signed
39 Contracting Agency-prepared contract, an insurance certification as required by Section 1-
40 07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the
41 contract by the Contracting Agency, the successful bidder shall provide any pre-award
42 information the Contracting Agency may require under Section 1-02.15.

43
44 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
45 Agency nor shall any work begin within the project limits or within Contracting Agency-

1 furnished sites. The Contractor shall bear all risks for any work begun outside such areas and
2 for any materials ordered before the contract is executed by the Contracting Agency.
3

4 If the bidder experiences circumstances beyond their control that prevents return of the
5 contract documents within the calendar days after the award date stated above, the
6 Contracting Agency may grant up to a maximum of 10 additional calendar days for return of
7 the documents, provided the Contracting Agency deems the circumstances warrant it.
8

9 **1-03.4 Contract Bond**

10 *(July 23, 2015 APWA GSP)*

11
12 Delete the first paragraph and replace it with the following:
13

14 The successful bidder shall provide executed payment and performance bond(s) for the full
15 contract amount. The bond may be a combined payment and performance bond; or be
16 separate payment and performance bonds. In the case of separate payment and performance
17 bonds, each shall be for the full contract amount. The bond(s) shall:

- 18 1. Be on Contracting Agency-furnished form(s);
- 19 2. Be signed by an approved surety (or sureties) that:
 - 20 a. Is registered with the Washington State Insurance Commissioner, and
 - 21 b. Appears on the current Authorized Insurance List in the State of Washington
22 published by the Office of the Insurance Commissioner,
- 23 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and
24 conditions under the Contract, including but not limited to the duty and obligation to
25 indemnify, defend, and protect the Contracting Agency against all losses and claims
26 related directly or indirectly from any failure:
 - 27 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
28 subcontractors of the Contractor) to faithfully perform and comply with all contract
29 obligations, conditions, and duties, or
 - 30 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
31 Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors,
32 material person, or any other person who provides supplies or provisions for carrying
33 out the work;
- 34 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
35 project under titles 50, 51, and 82 RCW; and
- 36 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the
37 bond; and
- 38 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
39 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by
40 the president or vice president, unless accompanied by written proof of the authority of
41 the individual signing the bond(s) to bind the corporation (i.e., corporate resolution,
42 power of attorney, or a letter to such effect signed by the president or vice president).

43
44 *(*****)*

1 The Contractor shall include the Contracting Agency and the Drinking Water State
2 Revolving Fund among the interested parties to be notified if a bond is terminated.

3
4 **1-03.7 Judicial Review**

5 *(July 23, 2015 APWA GSP)*

6
7 Delete this section and replace it with the following:

8
9 Any decision made by the Contracting Agency regarding the Award and execution of the
10 Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted
11 under Washington Law. Such review, if any, shall be timely filed in the Superior Court of
12 the county where the Contracting Agency headquarters is located, provided that where an
13 action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction.

14
15 **1-04 SCOPE OF THE WORK**

16
17 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and**
18 **Addenda**

19 *(March 13, 2012 APWA GSP)*

20 Revise the second paragraph to read:

21
22 Any inconsistency in the parts of the contract shall be resolved by following this order of
23 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

32
33 **1-04.6 Variation in Estimated Quantities**

34 *(May 25, 2006 APWA GSP)*

35
36 Supplement this Section with the following:

37
38 The quantities for:

- 39
40 Sawcut ACP
41 Sawcut PCC
42 Controlled Density Fill
43 Gravel Base Including Haul
44 Crushed Surfacing Top Course
45 Commercial HMA
46 Sod Installation

1 Cement Conc. Driveway
2 Exposed Aggregate Driveway
3

4 have been entered into the Proposal only to provide a common proposal for bidders. Actual
5 quantities will be determined in the field as the work progresses, and will be paid at the
6 original bid price, regardless of final quantity. These bid items shall not be subject to the
7 provisions of 1-04.6 of the Standard Specifications.
8

9 **1-05 CONTROL OF WORK**

10 **1-05.4 Conformity with and Deviations from Plans and Stakes**

11 *(March 30, 2007 R&E GSP)*
12

13
14 Section 1-05.4 is supplemented with the following:
15

16 Survey stakes will be provided by the Contracting Agency in accordance with this Section, as
17 supplemented by the following:
18

- 19 1. Clearing stakes (no vertical control) will be placed at the approximate limits of clearing
20 prior to the Contractor's clearing and grubbing operations.
21
- 22 2. Cut/fill stakes will be placed after completion of clearing and grubbing. The Contractor
23 shall designate a qualified supervising grade checker for the project. This grade checker
24 shall meet with the Engineer prior to the beginning of grading operations in order to
25 develop a mutually agreeable staking and notation system for the project.
26
- 27 3. Offset stakes and grade hubs will be provided for enclosed drain lines, sanitary sewer
28 mains, water mains, manhole structures and fire hydrants, according to the system agreed
29 on by the grade checker Engineer.
30
- 31 4. The Engineer will not provide grade hubs within the traveled way on any section of road
32 concurrent with the Contractor's hauling operations on that particular section of road.
33
- 34 5. Grade hubs will be provided only for the top of the ballast course. In order to eliminate
35 unnecessary destruction of grade hubs, these hubs will not be placed within the traveled
36 way until grading has been completed to plus or minus 0.05 feet, based on cut stake
37 information, and until the roadway where the hubs are to be placed has been compacted
38 to the satisfaction of the Engineer.
- 39 6. Staking for curb and gutter will be set on intervals of 25 feet. Curb and gutter grades
40 must conform to within plus or minus 0.02 feet of elevations shown on the Project Plans.
41 Deviation from this specification will be cause for rejection of non-conforming work.
42 Asphalt finish graded must conform to within plus or minus 0.03 feet of elevations shown
43 on the Project Plans.
44
- 45 7. Any additional survey stakes not specified herein or any replacement of survey stakes
46 provided, will be accomplished by the Engineer at the Contractor's expense. The City of

1 Ferndale may require payment from the Contractor for such additional or redundant
2 surveying in an amount not to exceed the labor and equipment costs directly assignable to
3 the additional work. Such costs may be deducted from payments due the Contractor in
4 accordance with the provisions of Section 1-05.4.
5

- 6 8. Any claim by the Contractor for extra compensation by reason of alterations or
7 reconstruction work allegedly due to error in the Engineer's line and grade will not be
8 considered unless the original control points set by the Engineer still exist.
9

10 **1-05.7 Removal of Defective and Unauthorized Work**
11 *(October 1, 2005 APWA GSP)*
12

13 Supplement this section with the following:
14

15 If the Contractor fails to remedy defective or unauthorized work within the time specified in
16 a written notice from the Engineer, or fails to perform any part of the work required by the
17 Contract Documents, the Engineer may correct and remedy such work as may be identified
18 in the written notice, with Contracting Agency forces or by such other means as the
19 Contracting Agency may deem necessary.

20 If the Contractor fails to comply with a written order to remedy what the Engineer
21 determines to be an emergency situation, the Engineer may have the defective and
22 unauthorized work corrected immediately, have the rejected work removed and replaced, or
23 have work the Contractor refuses to perform completed by using Contracting Agency or
24 other forces. An emergency situation is any situation when, in the opinion of the Engineer, a
25 delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage
26 to the public.
27

28 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
29 remedying defective or unauthorized work, or work the Contractor failed or refused to
30 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
31 monies due, or to become due, the Contractor. Such direct and indirect costs shall include in
32 particular, but without limitation, compensation for additional professional services required,
33 and costs for repair and replacement of work of others destroyed or damaged by correction,
34 removal, or replacement of the Contractor's unauthorized work.
35

36 No adjustment in contract time or compensation will be allowed because of the delay in the
37 performance of the work attributable to the exercise of the Contracting Agency's rights
38 provided by this Section.
39

40 The rights exercised under the provisions of this section shall not diminish the Contracting
41 Agency's right to pursue any other avenue for additional remedy or damages with respect to
42 the Contractor's failure to perform the work as required.
43
44
45

1 **1-05.11 Final Inspection**

2
3 Delete this section and replace it with the following:

4
5 **1-05.11 Final Inspections and Operational Testing**
6 *(October 1, 2005 APWA GSP)*

7
8 **1-05.11(1) Substantial Completion Date**

9
10 When the Contractor considers the work to be substantially complete, the Contractor shall so
11 notify the Engineer and request the Engineer establish the Substantial Completion Date. The
12 Contractor's request shall list the specific items of work that remain to be completed in order
13 to reach physical completion. The Engineer will schedule an inspection of the work with the
14 Contractor to determine the status of completion. The Engineer may also establish the
15 Substantial Completion Date unilaterally.

16
17 If, after this inspection, the Engineer concurs with the Contractor that the work is
18 substantially complete and ready for its intended use, the Engineer, by written notice to the
19 Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer
20 does not consider the work substantially complete and ready for its intended use, the
21 Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

22
23 Upon receipt of written notice concurring in or denying substantial completion, whichever is
24 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
25 interruption, the work necessary to reach Substantial and Physical Completion. The
26 Contractor shall provide the Engineer with a revised schedule indicating when the Contractor
27 expects to reach substantial and physical completion of the work.

28
29 The above process shall be repeated until the Engineer establishes the Substantial
30 Completion Date and the Contractor considers the work physically complete and ready for
31 final inspection.

32
33 **1-05.11(2) Final Inspection and Physical Completion Date**

34
35 When the Contractor considers the work physically complete and ready for final inspection,
36 the Contractor by written notice, shall request the Engineer to schedule a final inspection.
37 The Engineer will set a date for final inspection. The Engineer and the Contractor will then
38 make a final inspection and the Engineer will notify the Contractor in writing of all
39 particulars in which the final inspection reveals the work incomplete or unacceptable. The
40 Contractor shall immediately take such corrective measures as are necessary to remedy the
41 listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without
42 interruption until physical completion of the listed deficiencies. This process will continue
43 until the Engineer is satisfied the listed deficiencies have been corrected.

44
45 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
46 written notice listing the deficiencies, the Engineer may, upon written notice to the

1 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
2 Section 1-05.7.

3 The Contractor will not be allowed an extension of contract time because of a delay in the
4 performance of the work attributable to the exercise of the Engineer's right hereunder.

5 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
6 Contracting Agency, in writing, of the date upon which the work was considered physically
7 complete. That date shall constitute the Physical Completion Date of the contract, but shall
8 not imply acceptance of the work or that all the obligations of the Contractor under the
9 contract have been fulfilled.

10 11 **1-05.11(3) Operational Testing**

12
13 It is the intent of the Contracting Agency to have at the Physical Completion Date a complete
14 and operable system. Therefore when the work involves the installation of machinery or
15 other mechanical equipment; street lighting, electrical distribution or signal systems;
16 irrigation systems; buildings; or other similar work it may be desirable for the Engineer to
17 have the Contractor operate and test the work for a period of time after final inspection but
18 prior to the physical completion date. Whenever items of work are listed in the Contract
19 Provisions for operational testing they shall be fully tested under operating conditions for the
20 time period specified to ensure their acceptability prior to the Physical Completion Date.
21 During and following the test period, the Contractor shall correct any items of workmanship,
22 materials, or equipment which prove faulty, or that are not in first class operating condition.
23 Equipment, electrical controls, meters, or other devices and equipment to be tested during
24 this period shall be tested under the observation of the Engineer, so that the Engineer may
25 determine their suitability for the purpose for which they were installed. The Physical
26 Completion Date cannot be established until testing and corrections have been completed to
27 the satisfaction of the Engineer.
28

29 The costs for power, gas, labor, material, supplies, and everything else needed to successfully
30 complete operational testing, shall be included in the unit contract prices related to the
31 system being tested, unless specifically set forth otherwise in the proposal.
32

33 Operational and test periods, when required by the Engineer, shall not affect a
34 manufacturer's guaranties or warranties furnished under the terms of the contract.
35

36 **1-05.13 Superintendents, Labor and Equipment of Contractor**

37 *(August 14, 2013 APWA GSP)*

38
39 Delete the sixth and seventh paragraphs of this section.
40

41 **1-05.14 Cooperation with Other Contractors**

42 *(March 13, 1995 WSDOT GSP)*

43
44 Section 1-05.14 is supplemented with the following:
45

46 ***Other Contracts or Other Work***

47 It is anticipated that the following work adjacent to or within the limits of this project will be

1 performed by others during the course of this project and will require coordination of the work:

2
3 **Puget Sound Energy** (Power): Utility Construction
4 Project Limits: Beginning of Project to the End of Project
5 Relocating and adjusting their facilities to accommodate project improvement.

6
7 **Frontier Communications** (Communications): Utility Construction
8 Project Limits: Beginning of Project to the End of Project
9 Relocating and adjusting their facilities to accommodate project improvement.

10
11 **Comcast** (Communications): Utility Construction
12 Project Limits: Beginning of Project to the End of Project
13 Relocating and adjusting their facilities to accommodate project improvement.

14
15 **Cascade Natural Gas** (Gas): Utility Construction
16 Project Limits: Beginning of Project to the End of Project
17 Relocating and adjusting their facilities to accommodate project improvements.

18
19 **1-05.15 Method of Serving Notices**
20 *(March 25, 2009 APWA GSP)*

21
22 Revise the second paragraph to read:

23
24 All correspondence from the Contractor shall be directed to the Project Engineer. All
25 correspondence from the Contractor constituting any notification, notice of protest, notice
26 of dispute, or other correspondence constituting notification required to be furnished
27 under the Contract, must be in paper format, hand delivered or sent via mail delivery
28 service to the Project Engineer's office. Electronic copies such as e-mails or
29 electronically delivered copies of correspondence will not constitute such notice and will
30 not comply with the requirements of the Contract.

31
32 Add the following new section:

33
34 **1-05.16 Water and Power**
35 *(October 1, 2005 APWA GSP)*

36
37 The Contractor shall make necessary arrangements, and shall bear the costs for power and
38 water necessary for the performance of the work, unless the contract includes power and
39 water as a pay item.

40
41 Add the following new section:

42
43 **1-05.17 Oral Agreements**
44 *(October 1, 2005 APWA GSP)*

1 No oral agreement or conversation with any officer, agent, or employee of the Contracting
2 Agency, either before or after execution of the contract, shall affect or modify any of the
3 terms or obligations contained in any of the documents comprising the contract. Such oral
4 agreement or conversation shall be considered as unofficial information and in no way
5 binding upon the Contracting Agency, unless subsequently put in writing and signed by the
6 Contracting Agency.

7 8 **1-06 CONTROL OF MATERIALS**

9 10 **1-06.4 Handling and Storing Materials**

11 *(February 1, 2008 R&E GSP)*

12
13 Section 1-06.4 is supplemented with the following:

14 The Contractor shall make arrangements for storage of equipment and materials.

15
16 No staging area is provided by the Contracting Agency.

17 18 19 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

20 21 **1-07.1 Laws to Be Observed**

22 *(October 1, 2005 APWA GSP)*

23
24 Supplement this section with the following:

25
26 In cases of conflict between different safety regulations, the more stringent regulation shall
27 apply.

28
29 The Washington State Department of Labor and Industries shall be the sole and paramount
30 administrative agency responsible for the administration of the provisions of the Washington
31 Industrial Safety and Health Act of 1973 (WISHA).

32
33 The Contractor shall maintain at the project site office, or other well known place at the
34 project site, all articles necessary for providing first aid to the injured. The Contractor shall
35 establish, publish, and make known to all employees, procedures for ensuring immediate
36 removal to a hospital, or doctor's care, persons, including employees, who may have been
37 injured on the project site. Employees should not be permitted to work on the project site
38 before the Contractor has established and made known procedures for removal of injured
39 persons to a hospital or a doctor's care.

40
41 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the
42 Contractor's plant, appliances, and methods, and for any damage or injury resulting from
43 their failure, or improper maintenance, use, or operation. The Contractor shall be solely and
44 completely responsible for the conditions of the project site, including safety for all persons
45 and property in the performance of the work. This requirement shall apply continuously, and
46 not be limited to normal working hours. The required or implied duty of the Engineer to

1 conduct construction review of the Contractor's performance does not, and shall not, be
2 intended to include review and adequacy of the Contractor's safety measures in, on, or near
3 the project site.

4
5 (*****)

6 The Contractor and subcontractors shall assure compliance with all applicable federal, state,
7 and local laws, requirements, and ordinances as they pertain to the design, implementation,
8 and administration of the approved project.

9
10 Sentence 2 of paragraph 1 is revised to read:

11
12 The Contractor shall indemnify and save harmless the Contracting Agency and the Drinking
13 Water State Revolving Fund (including Board members, employees, the Engineer, and any
14 agents) against any claim that may arise because the Contractor (or any employee of the
15 Contractor or subcontractor or material supplier) violated a legal requirement.
16

17 **1-07.2 State Taxes**

18
19 Delete this section, including its sub-sections, in its entirety and replace it with the following:

20 21 **1-07.2 State Sales Tax**

22 *(June 27, 2011 APWA GSP)*

23
24 The Washington State Department of Revenue has issued special rules on the State sales tax.
25 Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should
26 contact the Washington State Department of Revenue for answers to questions in this area.
27 The Contracting Agency will not adjust its payment if the Contractor bases a bid on a
28 misunderstood tax liability.

29 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
30 amounts. In some cases, however, state retail sales tax will not be included. Section 1-
31 07.2(2) describes this exception.
32

33 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a
34 FHWA-funded Project) only if the Contractor has obtained from the Washington State
35 Department of Revenue a certificate showing that all contract-related taxes have been paid
36 (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor
37 any amount the Contractor may owe the Washington State Department of Revenue, whether
38 the amount owed relates to this contract or not. Any amount so deducted will be paid into
39 the proper State fund.
40

41 **1-07.2(1) State Sales Tax — Rule 171**

42
43 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
44 roads, etc., which are owned by a municipal corporation, or political subdivision of the state,
45 or by the United States, and which are used primarily for foot or vehicular traffic. This

1 includes storm or combined sewer systems within and included as a part of the street or road
2 drainage system and power lines when such are part of the roadway lighting system. For
3 work performed in such cases, the Contractor shall include Washington State Retail Sales
4 Taxes in the various unit bid item prices, or other contract amounts, including those that the
5 Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in
6 doing the work.

7
8 **1-07.2(2) State Sales Tax — Rule 170**

9
10 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
11 existing buildings, or other structures, upon real property. This includes, but is not limited to,
12 the construction of streets, roads, highways, etc., owned by the state of Washington; water
13 mains and their appurtenances; sanitary sewers and sewage disposal systems unless such
14 sewers and disposal systems are within, and a part of, a street or road drainage system;
15 telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above
16 streets or roads, unless such power lines become a part of a street or road lighting system;
17 and installing or attaching of any article of tangible personal property in or to real property,
18 whether or not such personal property becomes a part of the realty by virtue of installation.

19
20 For work performed in such cases, the Contractor shall collect from the Contracting Agency,
21 retail sales tax on the full contract price. The Contracting Agency will automatically add this
22 sales tax to each payment to the Contractor. For this reason, the Contractor shall not include
23 the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule
24 170, with the following exception.

25
26 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or
27 a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
28 consumable supplies not integrated into the project. Such sales taxes shall be included in the
29 unit bid item prices or in any other contract amount.

30
31 **1-07.2(3) Services**

32
33 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract
34 wholly for professional or other services (as defined in Washington State Department of
35 Revenue Rules 138 and 244).

36
37 **1-07.6 Permits and Licenses**
38 *(March 13, 1995 WSDOT GSP)*

39
40 Section 1-07.6 is supplemented with the following:

41
42 No hydraulic permits are required for this project unless the Contractor's operations use,
43 divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the
44 waters of the State or materials from gravel or sand bars, or from stream beds.

1 **1-07.7 Load Limits**

2
3 **1-07.7(1) General**

4
5 Section 1-07.7(1) is supplemented with the following:

6
7 *(March 13, 1995 WSDOT GSP)*

8 If the sources of materials provided by the Contractor necessitates hauling over roads other
9 than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements
10 for the use of the haul routes.

11
12 **1-07.9 Wages**

13 Section 1-07.9 is supplemented with the following:

14
15 *(*****)*

16 The work performed under this contract is subject to the wage requirements of the Davis-
17 Bacon Act. The Contractor shall conform to the wage requirements prescribed by the federal
18 Davis-Bacon and Related Acts which requires that all laborers and mechanics employed by
19 contractors and subcontractors performing on contracts funded in whole or in part by SRF
20 appropriations in excess of \$2,000 pay their laborers and mechanics not less than the
21 prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for
22 corresponding classes of laborers and mechanics employed on similar projects in the area.

23
24 The clauses of Attachment 1A in Appendix C are incorporated into this Contract.

25
26 **1-07.9(1) General**

27 Section 1-07.9(1) is supplemented with the following:

28
29 *(*****)*

30 The Federal wage rates incorporated in this contract have been established by the
31 Secretary of Labor under the most current United States Department of Labor General
32 Decision.

33
34 The State rates incorporated in this contract are applicable to all construction activities
35 associated with this contract.

36
37 *(April 2, 2007 WSDOT GSP)*

38 **Application of Wage Rates for the Occupation of Landscape Construction**

39 State prevailing wage rates for public works contracts are included in this contract and show
40 a separate listing for the occupation:

41
42 Landscape Construction, which includes several different occupation descriptions such
43 as: Irrigation and Landscape Plumbers, Irrigation and Landscape Power Equipment
44 Operators, and Landscaping or Planting Laborers.

1 In addition, federal wage rates that are included in this contract may also include occupation
2 descriptions in Federal Occupational groups for work also specifically identified with
3 landscaping such as:

4
5 Laborers with the occupation description, Landscaping or Planting, or
6

7 Power Equipment Operators with the occupation description, Mulch Seeding Operator.
8 If Federal wage rates include one or more rates specified as applicable to landscaping work,
9 then Federal wage rates for all occupation descriptions, specific or general, must be
10 considered and compared with corresponding State wage rates. The higher wage rate, either
11 State or Federal, becomes the minimum wage rate for the work performed in that occupation.
12

13 Contractors are responsible for determining the appropriate crafts necessary to perform the
14 contract work. If a classification considered necessary for performance of the work is
15 missing from the Federal Wage Determination applicable to the contract, the Contractor shall
16 initiate a request for approval of a proposed wage and benefit rate. The Contractor shall
17 prepare and submit Standard Form 1444, Request for Authorization of Additional
18 Classification and Wage Rate available at <http://www.wdol.gov/docs/sf1444.pdf>, and submit
19 the completed form to the Project Engineer's office. The presence of a classification wage
20 on the Washington State Prevailing Wage Rates For Public Works Contracts does not exempt
21 the use of form 1444 for the purpose of determining a federal classification wage rate.
22

23 **1-07.11 Requirements for Nondiscrimination**

24 Section 1-07.11 is supplemented with the following:

25
26 (*****)

27 The Contractor shall comply with the following as outlined in the Washington State
28 Department of Commerce Drinking Water State Revolving Fund (DWSRF) Specifications
29 Insert, Appendix C.
30

- 31 1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- 32 2. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- 33 3. The Age Discrimination Act of 1975, 42 U.S.C. § 6102
- 34 4. Equal Employment Opportunity, Executive Order No. 11246, as Amended
35

36 The Contractor shall act in accordance with the Disadvantage Business Enterprises section of
37 the Washington State Department of Commerce Drinking Water State Revolving Fund
38 (DWSRF) Specifications Insert, Appendix C.
39

40 **1-07.13 Contractor's Responsibility for Work**

41
42 **1-07.13(4) Repair of Damage**
43 *(August 6, 2001 WSDOT GSP)*
44

45 Section 1-07.13(4) is revised to read:
46

1 The Contractor shall promptly repair all damage to either temporary or permanent work
2 as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1),
3 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4.
4 Payment will be limited to repair of damaged work only. No payment will be made for
5 delay or disruption of work.
6

7 **1-07.15 Temporary Water Pollution/Erosion Control**

8 *(February 1, 2008 R&E GSP)*
9

10 Section 1-07.15 is supplemented with the following:
11

12 Erosion Control shall include but not be limited to preventing storm water which has come in
13 contact with disturbed or excavated areas from entering the storm drainage system. The
14 contractor will not allow flow from existing ditches or ground water to come in contact with
15 disturbed or excavated areas. The contractor shall be required to take any means necessary to
16 prevent, control and stop water pollution or erosion within the project as shown on the Plans.
17

18 **1-07.16 Protection and Restoration of Property**
19

20 **1-07.16(4) Archaeological and Historical Objects**

21 The third paragraph of Section 1-07.16(4) is deleted and replaced with the following:
22

23 *(*****)*

24 If the Contractor can demonstrate that no Work can be performed in any other area of the
25 project site, payment will be made to the Contractor, per day, for standby time required
26 due to archaeological findings. Monitoring requirements which may impact the schedule
27 can be found in the Appendix.
28

29 *(December 6, 2004 WSDOT GSP)*

30 Section 1-07.16(4) is supplemented with the following:
31

32 The project area potentially contains archaeological or historical objects that may have
33 significance from a historical or scientific standpoint. To protect these objects from
34 damage or destruction, the Contracting Agency, at its discretion and expense, may
35 monitor the Contractor's operations, conduct various site testing and perform recovery
36 and removal of such objects when necessary.
37

38 The Contractor may be required to conduct its operations in a manner that will
39 accommodate such activities, including the reserving of portions of the work area for site
40 testing, exploratory operations and recovery and removal of such objects as directed by
41 the Engineer. If such activities are performed by consultants retained by the Contracting
42 Agency, the Contractor shall provide them adequate access to the project site.
43

44 Added work necessary to uncover, fence, dewater, or otherwise protect or assist in such
45 testing, exploratory operations and salvaging of the objects as ordered by the Engineer
46 shall be paid by force account as provided in Section 1-09.6. If the discovery and

1 salvaging activities require the Engineer to suspend the Contractor’s work, any
2 adjustment in time will be determined by the Engineer pursuant to Section 1-08.8.

3
4 To provide a common basis for all bidders, the Contracting Agency has entered an
5 amount for the item “Archaeological and Historical Salvage” in the Proposal to become a
6 part of the total bid by the Contractor.

7
8 **1-07.16(5) Payment**

9 Section 1-07.16(5) is supplemented with the following:

10
11 (*****)

12 Payment for the item “Archaeological and Historical Salvage” shall be full compensation
13 for all labor, tools, equipment, materials, and subcontractor work needed to complete the
14 work as directed by the Engineer. This item shall be paid in accordance with Section 1-
15 09.6 Force Account.

16
17 “Standby Time Caused by Archaeological Findings”, per day.

18 The unit contract price per day for “Standby Time Caused by Archaeological Findings”
19 shall be full pay for all costs required to comply with the requirements of Section 1-
20 07.16(4) as described in the Standard Specifications and Special Provisions herein.

21
22 **1-07.17 Utilities and Similar Facilities**

23 *(April 2, 2007 WSDOT GSP)*

24
25 Section 1-07.17 is supplemented with the following:

26
27 Locations and dimensions shown in the Plans for existing facilities are in accordance with
28 available information obtained without uncovering, measuring, or other verification.

29 The following addresses and telephone numbers of utility companies known or suspected of
30 having facilities within the project limits are supplied for the Contractor's convenience:

31
32 Puget Sound Energy, 1660 Park Lane, Burlington, WA 98233
33 Jane Major, (360)-766-5571

34
35 Frontier Communications, 595 Pease Road, Burlington, WA 98233
36 Barb Robinson, (360) 757-7624

37
38 Comcast Cable, 400 Sequoia Drive, Bellingham, WA 98226
39 Bill Inama (360) 527-8241
40 Thomas Hall (253) 439-8955

41
42 Cascade Natural Gas, 1910 Racine Street, Bellingham, WA 98229
43 Brandon Haugnes, (360)-733-5986

44
45 City of Ferndale Public Works, 2095 Main Street, Ferndale, WA 98248
46 Bo Westford, (360)-384-4006

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

2
3 Delete this section in its entirety, and replace it with the following:

4
5 **1-07.18 Insurance**

6 *(January 24, 2011 APWA GSP)*

7
8 **1-07.18(1) General Requirements**

- 9 A. The Contractor shall obtain the insurance described in this section from insurers approved by
10 the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be
11 provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating
12 Guide, which is licensed to do business in the state of Washington (or issued as a surplus line
13 by a Washington Surplus lines broker). The Contracting Agency reserves the right to
14 approve or reject the insurance provided, based on the insurer (including financial condition),
15 terms and coverage, the Certificate of Insurance, and/or endorsements.
- 16
17 B. The Contractor shall keep this insurance in force during the term of the contract and for thirty
18 (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- 19
20 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
21 subsequent renewals, shall be no later than the effective date of this Contract. The policy
22 shall state that coverage is claims made, and state the retroactive date. Claims-made form
23 coverage shall be maintained by the Contractor for a minimum of 36 months following the
24 Final Completion or earlier termination of this contract, and the Contractor shall annually
25 provide the Contracting Agency with proof of renewal. If renewal of the claims made form
26 of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase
27 an extended reporting period ("tail") or execute another form of guarantee acceptable to the
28 Contracting Agency to assure financial responsibility for liability for services performed.
- 29
30 D. The insurance policies shall contain a "cross liability" provision.
- 31
32 E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-
33 contributory insurance as respects the Contracting Agency's insurance, self-insurance, or
34 insurance pool coverage.
- 35
36 F. The Contractor shall provide the Contracting Agency and all Additional Insureds with
37 written notice of any policy cancellation, within two business days of their receipt of such
38 notice.
- 39
40 G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified
41 copy of the insurance policy(s).
- 42 H. The Contractor shall not begin work under the contract until the required insurance has been
43 obtained and approved by the Contracting Agency.
- 44
45 I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a
46 material breach of contract, upon which the Contracting Agency may, after giving five

1 business days notice to the Contractor to correct the breach, immediately terminate the
2 contract or, at its discretion, procure or renew such insurance and pay any and all premiums
3 in connection therewith, with any sums so expended to be repaid to the Contracting Agency
4 on demand, or at the sole discretion of the Contracting Agency, offset against funds due the
5 Contractor from the Contracting Agency.
6

7 J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of
8 the contract and no additional payment will be made.

9
10 K. (*****)

11 The Contractor shall include the Contracting Agency and the Drinking Water State
12 Revolving Fund among the interested parties to be notified if insurance is terminated.
13

14 **1-07.18(2) Additional Insured**

15 All insurance policies, with the exception of Professional Liability and Workers Compensation,
16 shall name the following listed entities as additional insured(s):

- 17 ■ the Contracting Agency and its officers, elected officials, employees, agents, and
18 volunteers

19
20 The above-listed entities shall be additional insured(s) for the full available limits of liability
21 maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of
22 whether such limits maintained by the Contractor are greater than those required by this
23 Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor
24 pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.
25

26 **1-07.18(3) Subcontractors**

27 Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum
28 the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting
29 Agency, the Contractor shall provide evidence of such insurance.
30

31 **1-07.18(4) Evidence of Insurance**

32 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
33 endorsements for each policy of insurance meeting the requirements set forth herein when the
34 Contractor delivers the signed Contract for the work. The certificate and endorsements must
35 conform to the following requirements:

- 36 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 37 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-
38 07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a
39 copy of any blanket additional insured clause from its policies instead of a separate
40 endorsement. A statement of additional insured status on an ACORD Certificate of
41 Insurance shall not satisfy this requirement.
- 42 3. Any other amendatory endorsements to show the coverage required herein.
43
44

45 **1-07.18(5) Coverages and Limits**

46 The insurance shall provide the minimum coverages and limits set forth below. Providing
47 coverage in these stated minimum limits shall not be construed to relieve the Contractor from

1 liability in excess of such limits. All deductibles and self-insured retentions must be disclosed
2 and are subject to approval by the Contracting Agency. The cost of any claim payments falling
3 within the deductible shall be the responsibility of the Contractor.

4
5 **1-07.18(5)A Commercial General Liability**

6 A policy of Commercial General Liability Insurance, including:

7 Per project aggregate

8 Premises/Operations Liability

9 Products/ Completed Operations – for a period of one year following final acceptance of the
10 work.

11 Personal/Advertising Injury

12 Contractual Liability

13 Independent Contractors Liability

14 Stop Gap / Employers’ Liability

15 Explosion, Collapse, or Underground Property Damage (XCU)

16 Blasting (only required when the Contractor’s work under this Contract includes exposures to
17 which this specified coverage responds)

18
19 Such policy must provide the following minimum limits:

20 \$1,000,000 Each Occurrence

21 \$2,000,000 General Aggregate

22 \$1,000,000 Products & Completed Operations Aggregate

23 \$1,000,000 Personal & Advertising Injury, each offence

24
25 Stop Gap / Employers’ Liability

26 \$1,000,000 Each Accident

27 \$1,000,000 Disease - Policy Limit

28 \$1,000,000 Disease - Each Employee

29
30 **1-07.18(5)B Automobile Liability**

31 Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90
32 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such
33 policy (ies) must provide the following minimum limit:

34 \$1,000,000 combined single limit

35
36 **1-07.18(5)C Workers’ Compensation**

37 The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial
38 Insurance laws of the state of Washington.

1 **1-07.23 Public Convenience and Safety**

2
3 **1-07.23(1) Construction under Traffic**

4 *(January 2, 2012 WSDOT GSP)*

5
6 Section 1-07.23(1) is supplemented with the following:

7
8 **Work Zone Clear Zone**

9 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The
10 WZCZ applies only to temporary roadside objects introduced by the Contractor’s
11 operations and does not apply to preexisting conditions or permanent Work. Those work
12 operations that are actively in progress shall be in accordance with adopted and
13 approved Traffic Control Plans, and other contract requirements.

14
15 During nonworking hours equipment or materials shall not be within the WZCZ unless
16 they are protected by permanent guardrail or temporary concrete barrier. The use of
17 temporary concrete barrier shall be permitted only if the Engineer approves the
18 installation and location.

19
20 During actual hours of work, unless protected as described above, only materials
21 absolutely necessary to construction shall be within the WZCZ and only construction
22 vehicles absolutely necessary to construction shall be allowed within the WZCZ or
23 allowed to stop or park on the shoulder of the roadway.

24
25 The Contractor's nonessential vehicles and employees private vehicles shall not be
26 permitted to park within the WZCZ at any time unless protected as described above.

27 Deviation from the above requirements shall not occur unless the Contractor has
28 requested the deviation in writing and the Engineer has provided written approval.

29 Minimum WZCZ distances are measured from the edge of traveled way and will be
30 determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

31
32 * or 2-feet beyond the outside edge of sidewalk

33 **Minimum Work Zone Clear Zone Distance**

34
35 *(August 7, 2006 WSDOT GSP)*

36 Lane closures are subject to the following restrictions:

37
38 *** Unless noted on the Detour Plans, a one lane closure will be allowed during working
39 hours.***

1 If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer
2 may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any
3 change in the closure hours.
4

5 No lane closures will be allowed on a holiday or holiday weekend, or after 12:00 PM (noon)
6 on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday,
7 Sunday or Monday are considered a holiday weekend.
8

9 *(December 8, 2008 R&E GSP)*

10 Section 1-07.23(1) is supplemented with the following:
11

12 Construction vehicles using a closed traffic lane shall travel only in the normal direction of
13 traffic flow unless expressly allowed in an approved traffic control plan. Construction
14 vehicles shall be equipped with flashing or rotating amber lights.
15

16 Work over an open lane of traffic will not be allowed, unless a plan for the protection of the
17 traveling public from objects falling onto the traveled way is approved by the Engineer. This
18 protection shall remain in place during construction and meet minimum vertical clearance for
19 the highway.
20

21 **Controlled Access**

22 No special access or egress will be allowed the Contractor other than normal legal
23 movements or as shown in the plans.
24

25 **Pedestrian Access**

26 The Contractor shall keep all pedestrian routes and access point (including sidewalks and
27 crosswalks when located within the project limits) open and clear at all times unless
28 permitted otherwise by the Engineer in an approved traffic control plan.
29

30 **Signs and Traffic Control Devices**

31 All signs and traffic control devices for the permitted closures shall only be installed during
32 the hours specified on the plans. Construction signs, if placed earlier than the specified hours
33 of closure, shall be turned or covered so as not to be visible to motorists.
34

35 **Hours of Darkness**

36 The Contractor shall, at no additional cost to the Contracting Agency, make all arrangements
37 for operations during hours of darkness. A portable illumination system, which will
38 adequately illuminate the entire work area shall be provided. Flagger stations and advance
39 warning signs shall be illuminated with a minimum **150-watt** floodlight and to the
40 satisfaction of the Engineer. Flares are for emergency use and are not considered a proper
41 method of illumination.
42

43 **Hour Adjustment**

44 If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer
45 may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any
46 change in the closures hours.

1 **Advance Notification**

2 The Contractor shall be responsible for notifying private property owners, or tenants, five (5)
3 working days in advance of scheduled interruptions of access to private roads or driveways.
4 The Contractor shall notify the Engineer three (3) working days in advance of scheduled
5 interruptions of access to private road or driveways. The Contractor shall only interrupt
6 access to one half of any private road or driveway. The Contractor shall notify private
7 property owners, or tenants, by having a representative of the Contractor personally contact
8 the private property owner or tenant. If the property owner or tenant is not available, the
9 Contractor shall leave a door hanger notice indicating the commencement date of work,
10 duration of work, the type of work being done, and the Contractor's and Engineer's phone
11 number and address for questions and concerns. The Engineer shall be provided adequate
12 time to review, comment, and approve the door hanger notice prior to the Contractor placing
13 any notices. Access shall be restored as soon as possible, but not later than the end of each
14 working day. Any exception will only be allowed with the approval of the private property
15 owner, or tenant, and the Engineer. All costs involved with public notification shall be
16 incidental to the various bid items.

17
18 The Contractor shall notify the Engineer in writing 5 working days in advance of any lane
19 closure, sidewalk closure, or both.

20
21 **Public Notification**

22 The Contractor shall notify the local fire, police, emergency service, and city engineering
23 departments; transit companies; and the affected school district(s) in writing a minimum of 5
24 working days prior to each closure. The Contractor shall furnish copies of these notifications
25 to the Engineer.

26
27 *(December 11, 2015 R&E GSP)*

28 Section 1-07.23(1) is supplemented with the following:

29
30 **Temporary Ramps Conforming to Accessibility Standards**

31 The Contractor shall install and maintain temporary crushed surfacing or hot mix asphalt
32 ramps to provide a safe path of travel for mobility-impaired pedestrians at all locations where
33 ramps have been temporarily removed OR needed to route pedestrians.

- 34
35
 - 36 • Temporary ramps shall be constructed so installation and removal will not damage
37 existing pavement, curb and/or gutter.
 - 38 • Ramps shall have a minimum 4' wide walking surface and a slope not to exceed 8%.
 - 39 • Ramps shall snugly meet existing surfaces without gaps.
 - 40 • When required for drainage, a Schedule 40 PVC pipe minimum 2" diameter shall be
41 installed through the ramp.
 - 42 • Transitions between ramps and the street surface shall be smooth such that no lip
43 exists at the base of the ramp.
 - 44 • Sides of a ramp shall be protected where there is any drop-off.

45 Hot mix asphalt or crushed surfacing top course required to maintain pedestrian access
46 during the life of this contract shall be furnished and placed by the Contractor immediately

1 upon request by the Engineer. The items designated shall be paid for per the unit contract bid
2 prices and shall include removal if required.
3

4 **1-07.24 Rights of Way**
5 *(July 23, 2015 APWA GSP)*
6

7 Delete this section and replace it with the following:
8

9 Street Right of Way lines, limits of easements, and limits of construction permits are
10 indicated in the Plans. The Contractor's construction activities shall be confined within these
11 limits, unless arrangements for use of private property are made.
12

13 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way
14 and easements, both permanent and temporary, necessary for carrying out the work.
15 Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's
16 attention by a duly issued Addendum.
17

18 Whenever any of the work is accomplished on or through property other than public Right of
19 Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement
20 agreement obtained by the Contracting Agency from the owner of the private property.
21 Copies of the easement agreements may be included in the Contract Provisions or made
22 available to the Contractor as soon as practical after they have been obtained by the Engineer.
23

24 Whenever easements or rights of entry have not been acquired prior to advertising, these
25 areas are so noted in the Plans. The Contractor shall not proceed with any portion of the
26 work in areas where right of way, easements or rights of entry have not been acquired until
27 the Engineer certifies to the Contractor that the right of way or easement is available or that
28 the right of entry has been received. If the Contractor is delayed due to acts of omission on
29 the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the
30 Contractor will be entitled to an extension of time. The Contractor agrees that such delay
31 shall not be a breach of contract.
32

33 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This
34 includes entry onto easements and private property where private improvements must be
35 adjusted.
36

37 The Contractor shall be responsible for providing, without expense or liability to the
38 Contracting Agency, any additional land and access thereto that the Contractor may desire
39 for temporary construction facilities, storage of materials, or other Contractor needs.
40 However, before using any private property, whether adjoining the work or not, the
41 Contractor shall file with the Engineer a written permission of the private property owner,
42 and, upon vacating the premises, a written release from the property owner of each property
43 disturbed or otherwise interfered with by reasons of construction pursued under this contract.
44 The statement shall be signed by the private property owner, or proper authority acting for
45 the owner of the private property affected, stating that permission has been granted to use the
46 property and all necessary permits have been obtained or, in the case of a release, that the

1 restoration of the property has been satisfactorily accomplished. The statement shall include
2 the parcel number, address, and date of signature. Written releases must be filed with the
3 Engineer before the Completion Date will be established.
4

5 **1-07.26 Personal Liability of Public Officers**
6 *(February 1, 2008 R&E GSP)*
7

8 Section 1-07.26 is revised to read:
9

10 Neither the Mayor, the Ferndale City Council, employees of the City, or the Engineer shall
11 be personally liable for any acts or failure to act in connection with the Contract, it being
12 understood that in such matters, they are acting solely as agents of the City of Ferndale.
13

14 **1-08 PROSECUTION AND PROGRESS**
15

16 Add the following new section:
17

18 **1-08.0 Preliminary Matters**
19 *(May 25, 2006 APWA GSP)*
20

21 Add the following new section:
22

23 **1-08.0(1) Preconstruction Conference**
24 *(October 10, 2008 APWA GSP)*
25

26 Prior to the Contractor beginning the work, a preconstruction conference will be held
27 between the Contractor, the Engineer and such other interested parties as may be invited.
28 The purpose of the preconstruction conference will be:

- 29 1. To review the initial progress schedule;
- 30 2. To establish a working understanding among the various parties associated or
31 affected by the work;
- 32 3. To establish and review procedures for progress payment, notifications,
33 approvals, submittals, etc.;
- 34 4. To establish normal working hours for the work;
- 35 5. To review safety standards and traffic control; and
- 36 6. To discuss such other related items as may be pertinent to the work.
37

38 The Contractor shall prepare and submit at the preconstruction conference the following:

- 39 1. A breakdown of all lump sum items;
- 40 2. A preliminary schedule of working drawing submittals; and
- 41 3. A list of material sources for approval if applicable.
42

43 Add the following new section:
44

45 **1-08.0(2) Hours of Work**
46 *(December 8, 2014 APWA GSP)*
47

1 Except in the case of emergency or unless otherwise approved by the Engineer, the normal
2 working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and
3 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires
4 different than the normal working hours stated above, the request must be submitted in
5 writing prior to the preconstruction conference, subject to the provisions below. The
6 working hours for the Contract shall be established at or prior to the preconstruction
7 conference.

8
9 All working hours and days are also subject to local permit and ordinance conditions (such as
10 noise ordinances).

11
12 If the Contractor wishes to deviate from the established working hours, the Contractor shall
13 submit a written request to the Engineer for consideration. This request shall state what
14 hours are being requested, and why. Requests shall be submitted for review no later than
15 **\$\$noon on the working day\$\$** prior to the day(s) the Contractor is requesting to change the
16 hours.

17
18 If the Contracting Agency approves such a deviation, such approval may be subject to certain
19 other conditions, which will be detailed in writing. For example:

- 20 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting
21 Agency for the costs in excess of straight-time costs for Contracting Agency
22 representatives who worked during such times. (The Engineer may require
23 designated representatives to be present during the work. Representatives who may
24 be deemed necessary by the Engineer include, but are not limited to: survey crews;
25 personnel from the Contracting Agency's material testing lab; inspectors; and other
26 Contracting Agency employees or third party consultants when, in the opinion of the
27 Engineer, such work necessitates their presence.)
- 28 2. Considering the work performed on Saturdays, Sundays, and holidays as working
29 days with regard to the contract time.
- 30 3. Considering multiple work shifts as multiple working days with respect to contract
31 time even though the multiple shifts occur in a single 24-hour period.
- 32 4. If a 4-10 work schedule is requested and approved the non working day for the week
33 will be charged as a working day.
- 34 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and
35 recorded properly on certified payroll

36 37 **1-08.1 Subcontracting**

38 Section 1-08.1 is supplemented with the following:

39
40 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall
41 submit to the Engineer a certification that a written agreement between the Contractor and
42 the subcontractor or between the subcontractor and any lower tier subcontractor has been
43 executed.

1 A subcontractor or lower tier subcontractor will not be permitted to perform any work under
2 the contract until the following documents have been completed and submitted to the
3 Engineer:

- 4
- 5 1. Request to Sublet Work (Form 421-012), and
- 6 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification.
- 7

8 The Contractor's records pertaining to the requirements of this Special Provision shall be
9 open to inspection or audit by representatives of the Contracting Agency during the life of
10 the contract and for a period of not less than three years after the date of acceptance of the
11 contract. The Contractor shall retain these records for that period. The Contractor shall also
12 guarantee that these records of all subcontractors and lower tier subcontractors shall be
13 available and open to similar inspection or audit for the same time period.

14

15 (*****)

- 16 1. The contractor shall pay its subcontractor for satisfactory performance no more than 30
17 days from the contractor's receipt of payment.
- 18 2. The contractor shall notify the owner in writing prior to any termination of a DBE
19 subcontractor.
- 20 3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the
21 contractor shall employ the six good faith efforts, as outlined in Appendix C, when
22 soliciting a replacement subcontractor.
- 23 4. The contractor shall employ the six good faith efforts even if the contractor has achieved
24 its fair share objectives.
- 25

26 All applicable requirements of the Contract shall apply to the general contractor and all
27 subcontractors.

28

29 **1-08.3(2)A Type A Progress Schedule**

30 *(March 13, 2012 APWA GSP)*

31

32 Revise this section to read:

33

34 The Contractor shall submit ~~\$\$\$~~ copies of a Type A Progress Schedule no later than at the
35 preconstruction conference, or some other mutually agreed upon submittal time. The
36 schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule
37 format. Regardless of which format used, the schedule shall identify the critical path. The
38 Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for
39 corrections within 15 calendar days of receiving the submittal.

40

41 **1-08.4 Prosecution of Work**

42

43 Delete this section in its entirety, and replace it with the following:

1 **1-08.4 Notice to Proceed and Prosecution of Work**

2 *(June 27, 2011 APWA GSP)*

3
4 Notice to Proceed will be given after the contract has been executed and the contract bond
5 and evidence of insurance have been approved and filed by the Contracting Agency. The
6 Contractor shall not commence with the work until the Notice to Proceed has been given by
7 the Engineer. The Contractor shall commence construction activities on the project site
8 within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The
9 Contractor shall diligently pursue the work to the physical completion date within the time
10 specified in the contract. Voluntary shutdown or slowing of operations by the Contractor
11 shall not relieve the Contractor of the responsibility to complete the work within the time(s)
12 specified in the contract.

13
14 When shown in the Plans, the first order of work shall be the installation of high visibility
15 fencing to delineate all areas for protection or restoration, as described in the Contract.
16 Installation of high visibility fencing adjacent to the roadway shall occur after the placement
17 of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon
18 construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No
19 other work shall be performed on the site until the Contracting Agency has accepted the
20 installation of high visibility fencing, as described in the Contract.

21
22 *(February 1, 2008 R&E GSP)*

23 Section 1-08.4 is supplemented with the following:

24
25 **Project Meetings**

26 The Engineer shall be responsible for preparation of agenda, preparation of minutes and
27 distribution of documentation. One set of the documentation will be sent to each
28 participant. All meetings will be held at on-site, unless otherwise agreed upon.

29
30 **Progress Meetings**

31 Regular Progress Meetings shall be schedule by the Engineer. Progress Meetings shall be
32 held weekly or as otherwise schedule by the Engineer.

33
34 The Progress Meeting agenda shall include, but not be limited to:

- 35 1. Review minutes of previous meeting, amend minutes if necessary, and accept
36 minutes.
- 37 2. Review unresolved questions and issues from previous Progress Meetings and
38 further consider those questions and issues.
- 39 3. Review new questions and issues regarding delays, coordination with other
40 agencies, changed conditions or work scope, interferences, utilities, and requests
41 for information (RFI's).
- 42 4. Review corrective measures to regain projected schedule
- 43 5. Review status of submittals, RFI's, change issues, as-built documentation, and
44 other correspondence.
- 45 6. Review effects of proposed changes on progress schedule and coordination
- 46 7. Contractor to present updated look-ahead / as-built schedule describing activities
47 to occur in the upcoming three weeks, and to document the as-built schedule for

1 work accomplished since the prior meeting. Contractor to present the updated
2 schedule at each regular weekly progress meeting.
3

4 **Coordination Meetings**

5 Coordination Meetings will commence after the NTP has been issued. The purpose of
6 the Coordination Meetings is to coordinate the Contractor's Work with the work being
7 done concurrently at the Site by others. Coordination meetings will be scheduled in
8 conjunction with progress meetings when appropriate.
9

10 **Additional Meetings**

11 Additional meetings will be scheduled as necessary for the completion of various
12 portions of the Work. Meetings will include pre-installation, pre-testing or other purpose
13 as required by the specifications, conditions on the jobsite, or as requested by the
14 Engineer or the project team.
15

16 All costs involved with the various meetings shall be incidental to the various bid items.
17

18 **1-08.5 Time for Completion**

19 *(March 13, 1995 WSDOT GSP)*
20

21 Section 1-08.5 is supplemented with the following:
22

23 This project shall be physically completed within 75 working days.
24

25 *(March 8, 2013 APWA GSP, Option A)*

26 Revise the third and fourth paragraphs to read:
27

28 Contract time shall begin on the first working day. The first working day shall be as noted on
29 the Notice to Proceed.
30

31 Each working day shall be charged to the contract as it occurs, until the contract work is
32 physically complete. If substantial completion has been granted and all the authorized
33 working days have been used, charging of working days will cease. Each week the Engineer
34 will provide the Contractor a statement that shows the number of working days: (1) charged
35 to the contract the week before; (2) specified for the physical completion of the contract; and
36 (3) remaining for the physical completion of the contract. The statement will also show the
37 nonworking days and any partial or whole day the Engineer declares as unworkable. Within
38 10 calendar days after the date of each statement, the Contractor shall file a written protest of
39 any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in
40 sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed.
41 By not filing such detailed protest in that period, the Contractor shall be deemed as having
42 accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4
43 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked
44 would ordinarily be charged as a working day then the fifth day of that week will be charged
45 as a working day whether or not the Contractor works on that day.
46

1 Revise the sixth paragraph to read:
2

3 The Engineer will give the Contractor written notice of the completion date of the contract
4 after all the Contractor's obligations under the contract have been performed by the
5 Contractor. The following events must occur before the Completion Date can be established:

- 6 1. The physical work on the project must be complete; and
- 7 2. The Contractor must furnish all documentation required by the contract and
8 required by law, to allow the Contracting Agency to process final acceptance of
9 the contract. The following documents must be received by the Project Engineer
10 prior to establishing a completion date:
 - 11 a. Certified Payrolls (per Section 1-07.9(5)).
 - 12 b. Material Acceptance Certification Documents
 - 13 c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the
14 Contract Provisions.
 - 15 d. Final Contract Voucher Certification
 - 16 e. Property owner releases per Section 1-07.24

17 **1-08.7 Maintenance During Suspension**

18 *(October 1, 2005 APWA GSP)*
19
20

21 Revise the second paragraph to read:
22

23 At no expense to the Contracting Agency, the Contractor shall provide through the
24 construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public
25 use during suspension (as required in Section 1-07.23 or the Special Provisions). This may
26 include a temporary road or detour.
27

28 **1-09 MEASUREMENT AND PAYMENT**

29 **1-09.2 Weighing Equipment**

30 **1-09.2(1) General Requirements for Weighing Equipment**

31 *(February 1, 2008 R&E GSP)*
32
33
34

35 Section 1-09.2(1) is supplemented with the following:
36

37 Truck certified weight tickets must be machine-printed with gross, tare and net weights.
38 Additional information required on each weight ticket: Truck Number, Driver's Name, Date,
39 Load Time and Date, Load Site, Unload Time and Date, Unload Site. No handwritten weight
40 tickets will be accepted.
41

42 At the Engineer's request, the Contractor shall provide the Engineer with a list of hauling
43 vehicles and the licensed legal or permitted gross weight for each vehicle.
44

1 **1-09.6 Force Account**

2 *(October 10, 2008 APWA GSP)*

3
4 Supplement this section with the following:

5
6 The Contracting Agency has estimated and included in the Proposal, dollar amounts for all
7 items to be paid per force account, only to provide a common proposal for Bidders. All such
8 dollar amounts are to become a part of Contractor's total bid. However, the Contracting
9 Agency does not warrant expressly or by implication, that the actual amount of work will
10 correspond with those estimates. Payment will be made on the basis of the amount of work
11 actually authorized by Engineer.

12
13 *(February 1, 2008 R&E GSP)*

14 Section 1-09.6 is supplemented with the following:

15
16 No claim for force account shall be allowed except upon written order by the Engineer prior
17 to the performance of the work. The Contractor shall submit the required force account
18 documentation to the Engineer on a daily basis unless agreed otherwise. The Contractor and
19 the Engineer shall review all work or material to be paid for under force account on a daily
20 basis unless agreed otherwise. The Contractor may propose corrections to the force account
21 quantities and shall supply supporting documentation to the Engineer within 2 working days,
22 unless agreed otherwise, of having reviewed the force account quantities with the Engineer.

23
24 **1-09.9 Payments**

25 *(March 13, 2012 APWA GSP)*

26
27 Supplement this section with the following:

28
29 Lump sum item breakdowns are not required when the bid price for the lump sum item is less
30 than \$20,000.

31
32 *(March 13, 2012 APWA GSP)*

33 Delete the first four paragraphs and replace them with the following:

34
35 The basis of payment will be the actual quantities of Work performed according to the
36 Contract and as specified for payment.

37
38 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
39 Preconstruction Conference, to enable the Project Engineer to determine the Work performed
40 on a monthly basis. A breakdown is not required for lump sum items that include a basis for
41 incremental payments as part of the respective Specification. Absent a lump sum
42 breakdown, the Project Engineer will make a determination based on information available.
43 The Project Engineer's determination of the cost of work shall be final.

1 Progress payments for completed work and material on hand will be based upon progress
2 estimates prepared by the Engineer. A progress estimate cutoff date will be established at the
3 preconstruction conference.
4

5 The initial progress estimate will be made not later than 30 days after the Contractor
6 commences the work, and successive progress estimates will be made every month thereafter
7 until the Completion Date. Progress estimates made during progress of the work are
8 tentative, and made only for the purpose of determining progress payments. The progress
9 estimates are subject to change at any time prior to the calculation of the final payment.
10

11 The value of the progress estimate will be the sum of the following:

- 12 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
13 work completed multiplied by the unit price.
- 14 2. Lump Sum Items in the Bid Form — based on the approved Contractor’s lump sum
15 breakdown for that item, or absent such a breakdown, based on the Engineer’s
16 determination.
- 17 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or
18 other storage area approved by the Engineer.
- 19 4. Change Orders — entitlement for approved extra cost or completed extra work as
20 determined by the Engineer.
21

22 Progress payments will be made in accordance with the progress estimate less:

- 23 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 24 2. The amount of progress payments previously made; and
- 25 3. Funds withheld by the Contracting Agency for disbursement in accordance with the
26 Contract Documents.
27

28 Progress payments for work performed shall not be evidence of acceptable performance or an
29 admission by the Contracting Agency that any work has been satisfactorily completed. The
30 determination of payments under the contract will be final in accordance with Section 1-05.1.
31

32 **1-09.11(3) Time Limitation and Jurisdiction**

33 *(July 23, 2015 APWA GSP)*
34

35 Delete this section and replace it with the following:
36

37 For the convenience of the parties to the Contract it is mutually agreed by the parties that any
38 claims or causes of action which the Contractor has against the Contracting Agency arising
39 from the Contract shall be brought within 180 calendar days from the date of final acceptance
40 (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any
41 such claims or causes of action shall be brought only in the Superior Court of the county
42 where the Contracting Agency headquarters is located, provided that where an action is
43 asserted against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties
44 understand and agree that the Contractor’s failure to bring suit within the time period
45 provided, shall be a complete bar to any such claims or causes of action. It is further
46 mutually agreed by the parties that when any claims or causes of action which the Contractor

1 asserts against the Contracting Agency arising from the Contract are filed with the
2 Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency
3 to have timely access to any records deemed necessary by the Contracting Agency to assist in
4 evaluating the claims or action.
5

6 **1-09.12 Audits**

7 Section 1-09.12 is supplemented with the following:
8

9 (*****)

10 The Contractor shall maintain accurate records and accounts to facilitate the Owner's audit
11 requirements and shall ensure that all subcontractors maintain auditable records.
12

13 All such records shall be available to the Owner and to Washington State Department of
14 Commerce, Washington State Department of Health and EPA personnel for examination.
15 All records pertinent to this project shall be retained by the Contractor for a period of three
16 (3) years after the final audit.
17

18 **1-09.13 Claims Resolution**

19 **1-09.13(3)A Administration of Arbitration**

20 *(October 1, 2005 APWA GSP)*
21

22 Revise the third paragraph to read:
23

24 The Contracting Agency and the Contractor mutually agree to be bound by the decision of
25 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the
26 Superior Court of the county in which the Contracting Agency's headquarters are located.
27 The decision of the arbitrator and the specific basis for the decision shall be in writing. The
28 arbitrator shall use the contract as a basis for decisions.
29
30

31 **1-10 TEMPORARY TRAFFIC CONTROL**

32 **1-10.1 General**

33 *(March 17, 2010 R&E GSP)*
34

35 Section 1-10.1 is supplemented with the following:
36

37 During grading operations, the elevation difference between the portion of the traveled way
38 open to traffic and the adjoining portion of roadway shall be tapered at 10:1 or greater to
39 allow cross traffic.
40

41 In addition, for any modifications to the access provisions, the Contractor shall furnish
42 satisfactory documentation that the affected property owners concur with the proposed
43 change. The Contractor shall be responsible to coordinate with and make the necessary
44 arrangements to accommodate the access requirements of the affected property owners and
45 the public services.
46

1 If a modification to traffic control is deemed necessary by the Engineer, the contractor shall
2 immediately implement any requested modification(s). The need for flashing warning lights
3 shall be as determined by the Engineer. The cost of modifications to the traffic control plans
4 as directed by the Engineer shall be considered incidental to the Contract.
5

6 The Contractor shall determine and place signs in accordance with the Manual on Uniform
7 Traffic Control Devices (MUTCD) and the Plans. A traffic control plan shall be submitted to
8 the Engineer for review and approval prior to the beginning of construction.
9

10 **1-10.2 Traffic Control Management**

11 *(February 4, 2008 R&E GSP)*
12

13 Section 1-10.2 is supplemented with the following:
14

15 Before beginning work on the project, the Contractor shall designate a Traffic Control
16 Supervisor. The Contractor shall provide the Engineer with a list of names and phone
17 numbers of not more than six supervisory employees that may be called for traffic control, as
18 needed, during working or non-working hours. The Contractor shall have at least one of
19 these employees available at any time.
20

21 If the Contractor's employees are not available in a timely manner to take care of emergency
22 traffic control work, Contracting Agency forces will perform this work on behalf of the
23 Contractor. If Contracting Agency forces provide emergency traffic control, the costs to the
24 Contracting Agency will be deducted from progress payments due the Contractor in
25 accordance with Section 1-10.1 of the Standard Specifications.
26

27 **1-10.2(1) General**

28 *(December 1, 2008 WSDOT GSP)*
29

30 Section 1-10.2(1) is supplemented with the following:
31

32 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the
33 State of Washington. The Traffic Control Supervisor shall be certified by one of the following:
34

35 The Northwest Laborers-Employers Training Trust
36 27055 Ohio Ave.
37 Kingston, WA 98346
38 (360) 297-3035
39

40 Evergreen Safety Council
41 401 Pontius Ave. N.
42 Seattle, WA 98109
43 1-800-521-0778 or
44 (206) 382-4090
45

46 The American Traffic Safety Services Association
47 15 Riverside Parkway, Suite 100

1 Fredericksburg, Virginia 22406-1022
2 Training Dept. Toll Free (877) 642-4637
3 Phone: (540) 368-1701
4

5 **1-10.2(2) Traffic Control Plans**
6 *(February 4, 2008 R&E GSP)*
7

8 Section 1-10.2(2) is supplemented with the following:
9

10 WSDOT Standard Plans are included in the contract documents as an appendix. These
11 standard plans and the Traffic Control Plans included in the Contract Documents shall be
12 considered as the project TCP's. The contractor may choose to submit alternate TCP's for
13 approval as outlined in this section.
14

15 Any modifications to existing plans or new traffic plans shall be submitted to the Engineer
16 for review and approval a minimum of five (5) working days prior to institution of the plan.
17

18 **1-10.3 Traffic Control Labor, Procedures and Devices**
19

20 **1-10.3(3) Traffic Control Devices**
21 *(February 4, 2008 R&E GSP)*
22

23 Section 1-10.3 is supplemented with the following:
24

25 As may be indicated in the Signing Plan or Traffic Control Plan, the Contractor may be
26 required to install signs, warning lights, or both, on barricades.
27

28 **1-10.4 Measurement**
29 *(August 2, 2004 WSDOT GSP)*
30

31 ***Lump Sum Bid for Project (No Unit Items)***

32 Section 1-10.4(1) is supplemented with the following:
33

34 The proposal contains the item "Project Temporary Traffic Control," lump sum. The
35 provisions of Section 1-10.4(1) shall apply.
36

1 **DIVISION 2**
2 **EARTHWORK**

3
4 **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

5
6 **2-01.1 Description**

7 *(February 4, 2008 R&E GSP)*

8
9 Section 2-01.1 is supplemented with the following:

10
11 This item also includes any clearing and grubbing necessary for the construction of
12 driveways, storm drain system, and the reconstruction of intersecting roads shown on the
13 plans.

14
15 Clearing and Grubbing work includes removal and disposal of topsoil to a depth of 6-inches
16 and trees as shown on the plans. In addition to natural materials, clearing and grubbing shall
17 also include removing and disposing of all refuse and any remaining structures, obstructions,
18 trees and/or tree stumps within the right-of-way excluding contiguous pavement or structures
19 identified under “Removal of Structures and Obstructions”, as directed by the Engineer.

20
21 **2-01.2 Disposal of Useable Material and Debris**

22 *(February 4, 2008 R&E GSP)*

23
24 Section 2-01.2 is supplemented with the following:

25
26 Unless otherwise provided in the specifications, all material removed under this item shall
27 become the property of the Contractor.

28
29 **2-01.2(1) Disposal Method No. 1 - Open Burning**

30 *(February 4, 2008 R&E GSP)*

31
32 Section 2-01.2(1) is supplemented with the following:

33
34 Disposal method No. 1 shall not be permitted within the project limits.

35
36 **2-01.2(3) Disposal Method No. 3 - Chipping**

37 *(March 17, 2010 R&E GSP)*

38 Section 2-01.2(3) is supplemented with the following:

39
40 Revise the fourth sentence to read:

41
42 “All chips shall become the property of the Contractor and shall be removed”.

1 **2-01.3 Construction Requirements**

2
3 **2-01.3(1) Clearing**

4 *(February 4, 2008 R&E GSP)*

5
6 Section 2-01.3(1) is supplemented with the following:

- 7
8 8. The Contractor shall clear all areas staked and flagged by the Engineer prior to the
9 placement of cut/fill stakes, offset stakes or grade hubs.
10 9. Tree trimming shall be sequenced so that overhanging limbs are removed prior to
11 commencing construction activities. Construction activities include equipment staging,
12 materials storage, and worker-vehicle parking.
13 10. When tree roots are encountered during construction activities, the Contractor shall
14 carefully expose all roots greater than 1 inch diameter, either by hand or gently with the
15 machine bucket, and then cut cleanly with lopper or saw. Pulling and wrenching of the
16 roots shall not be allowed.
17

18 **2-01.3(2) Grubbing**

19
20 Section 2-01.3(2) is supplemented with the following:

- 21
22 f. Stumps shall be removed except where doing so would damage water, sewer lines or
23 other utilities. Voids left by stump removal shall be backfilled with a granular material
24 and compacted in accordance with Section 2-03.3(14)C. Unless otherwise noted, all
25 materials removed shall become the property of the Contractor and shall be disposed of
26 outside the project limits.
27 g. If equipment outriggers are placed between the proposed sidewalk and the trees, the
28 Contractor shall place plywood or large wood chips to spread out the weight of the
29 outriggers.
30

31 **2-01.5 Payment**

32 *(February 4, 2008 R&E GSP)*

33
34 Section 2-01.5 is supplemented with the following:

35
36 “Clearing and Grubbing,” lump sum. No additional payment shall be made for haul. Any
37 other clearing and grubbing not specifically identified as being paid for elsewhere will be
38 considered incidental to this bid item and no other payment shall be made.
39

40 **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

41
42 **2-02.1 Description**

43 *(September 15, 2008 R&E GSP)*

44
45 Section 2-02.1 is supplemented with the following:
46

1 Also included will be existing asphalt concrete pavement, chip seal, cement concrete curbs,
2 gutter, sidewalk, driveways, retaining walls, culverts, ecology blocks, guardrail and posts,
3 plugging drainage pipes, landscaping structures, fire hydrants, fences, and other structures
4 necessary to complete the work indicated on the plans or as directed by the Engineer. The
5 work described in this section includes abandonment of Asbestos Cement (AC) water main
6 in accordance with applicable regulations. The AC water main is located as shown on the
7 Plans. It is anticipated that the Contractor may encounter this water main during excavation.
8 Equipment, labor, and materials necessary to perform the work as specified shall be
9 considered a portion of this work. All material shall be hauled offsite to a permitted,
10 Contractor provided disposal site in accordance with Section 2-03.3(7)C. No payment will
11 be made for haul.
12

13 **2-02.3 Construction Requirements**

14 *(February 4, 2008 R&E GSP)*

15
16 Section 2-02.3 is supplemented with the following:

17 **Utility Removal**

18 Cavities left by removal of features by other parties, i.e., utility poles or other obstructions,
19 shall be backfilled and compacted by the Contractor in accordance with Section 2-03.3(14)C.
20
21

22 **Use of Explosives**

23 Explosives shall not be used in the demolition.
24

25 **2-02.3(2) Removal of Bridges, Box Culverts, and other Drainage Structures**

26 *(August 4, 2009 R&E GSP)*

27 Section 2-02.3(2) is supplemented with the following:

28 **Removal of Existing Water Mains**

29 Where shown in the Plans or at other locations as determined by the Engineer, the Contractor
30 shall abandon asbestos cement (AC) water mains that conflict with the proposed
31 improvements. This item will require the Contractor to bury sections of this main, if
32 necessary, a minimum of 2 feet below subgrade.
33
34

35 Voids left by the water main abandonment shall be backfilled with a granular material and
36 compacted in accordance with Section 2-03.3(14)C.
37

38 All materials removed shall become the property of the Contractor and shall be disposed of
39 outside the project limits.
40

41 **2-02.3(3) Removal of Pavement, Sidewalks, Curbs and Gutters**

42 *(March 9, 2008 R&E GSP)*

43 Section 2-02.3(3) is supplemented with the following:

44
45 Delete Item 1. No on-site burial of pavement, sidewalks, curbs and gutters, is allowed.
46

47 Item 3 is supplemented with the following: "At locations where the existing concrete is

1 to remain, the horizontal sawcut line shall not vary more than 1/8 inch along the edge of a
2 10-foot straightedge placed on the surface parallel to the horizontal sawcut line.”
3

4 **Removal of Cement Concrete Curb, Gutter and Sidewalk**

5 The Contractor shall use a sawcut to delineate the curb, gutter and sidewalk to be
6 removed from curb, gutter and sidewalk to remain. The Contractor shall take care to
7 avoid damaging adjacent curb, gutter and sidewalk to remain. Any damage caused to the
8 curb, gutter and sidewalk to remain, as a result of the Contractor’s operations, shall be
9 repaired to the satisfaction of the Engineer at no additional cost to the Contracting
10 Agency.
11

12 **2-02.4 Measurement**

13 *(February 4, 2008 R&E GSP)*
14

15 Section 2-02.4 is supplemented with the following:
16

17 Work performed under the item “Abandonment of Asbestos Cement Water Main” shall be
18 measured in accordance with Section 1-09.6 Force Account.
19

20 Saw-cut ACP will be measured by the linear foot-inch along the line and slope of the cut
21 prior to sawcutting and as staked by the Engineer.
22

23 Saw-cut PCC will be measured by the linear foot-inch along the line and slope of the cut
24 prior to sawcutting and as staked by the Engineer.
25

26 **2-02.5 Payment**

27 *(February 4, 2008 R&E GSP)*
28

29 Section 2-02.5 is supplemented with the following:
30

31 The lump sum contract price for “Removal of Structures and Obstructions” shall be full
32 compensation for all tools, equipment, materials, and labor to excavate and dispose of the
33 above materials, including Haul and disposal fees. Removal of any structures and
34 obstructions readily apparent by visual inspection from the ground surface and not identified
35 elsewhere will be considered incidental to this bid item.
36

37 Payment for “Abandonment of Asbestos Cement Water Main” shall be on a force account
38 basis as per Section 1-09.6. For the purpose of providing a common proposal for all bidders,
39 the Contracting Agency has established the amount of force account for this item and has
40 entered the amount in the bid proposal to become a part of the Contractor’s total bid.
41

42 The unit contract price per linear foot-inch for “Saw-cut ACP” and “Saw-cut PCC” as
43 indicated on the Bid Proposal shall be full compensation for all labor, including hand
44 removal if required, material, tools and equipment required to complete the Bid Items in
45 accordance with Section 1-04.1.
46
47

1 **2-04 HAUL**

2
3 **2-04.4 Measurement**

4 *(February 5, 2008 R&E GSP)*

5
6 Section 2-04.4 is revised to read:

7
8 No specific unit of measurement shall apply. All costs involved for haul shall be incidental
9 to and included in the various bid items.

10
11 **2-04.5 Payment**

12 *(February 5, 2008 R&E GSP)*

13
14 Section 2-04.5 is deleted in its entirety.

15
16 **2-07 WATERING**

17
18 **2-07.4 Measurement**

19 *(September 15, 2008 R&E GSP)*

20
21 Section 2-07.4 is supplemented with the following:

22
23 The Contractor shall provide water distribution records including truck tickets and operator time
24 records if requested by the Engineer. The Contractor will not be allowed to use City water from
25 fire hydrant without first renting a backflow preventer and meter from the City. Use of City
26 water must be pre-approved by the Public Works Department. If Contracting Agency water is
27 used, water meter records will be recorded and used as the basis for payment.

28
29 **2-09 STRUCTURE EXCAVATION**

30
31 **2-09.3 Construction Requirements**

32
33 Select excavated material, as approved by the Engineer, shall be used as backfill. If the
34 Engineer determines that native material is not suitable for trench backfill, import gravel
35 shall be used and payment shall be made per Section 4-02.5.

36
37 **2-09.3(1)E Backfilling**

38
39 CDF shall be placed at locations where the storm or sanitary sewer crosses over the water
40 mains, where the separation between the top of the storm sewer or sanitary sewer and bottom
41 of the water main is less than 18", or where required by the Engineer. The estimated volume
42 of CDF for these crossings is 20' (length) X 1.5' (depth) X 5' (width).

1 **2-09.3(4) Construction Requirements, Structure Excavation, Class B**

2 Section 2-09.3(4) is supplemented with the following:

3

4 All trenches shall be backfilled and completed by the end of the day. No payment shall be
5 made for backfill of native materials. Gravel base shall be used for backfill unless the
6 Engineer approves the use of native material.

7

1 **DIVISION 4**
2 **BASES**

3
4 **4-02 GRAVEL BASE**

5
6 **4-02.2 Materials**

7 *(February 5, 2008 R&E GSP)*

8
9 Section 4-02.2 is replaced with:

10
11 Material shall meet the requirements of Section 9-03.10 Gravel Base as modified. Refer to
12 revised Section 9-03.10 Aggregate for Gravel Base.

13
14 **4-02.4 Measurement**

15 *(February 5, 2008 R&E GSP)*

16
17 Section 4-02.4 is revised to read:

18
19 “Gravel Base” shall be measured by the ton.

20
21 **4-02.5 Payment**

22 *(February 5, 2008 R&E GSP)*

23
24 Section 4-02.5, delete the second paragraph and replace with the following:

25
26 “Gravel Base” per ton.

27
28 Section 4-02.5 is supplemented with the following:

29
30 Proof rolling of material at the direction of the Engineer will be considered incidental to this
31 bid item.

32
33 **4-04 BALLAST AND CRUSHED SURFACING**

34
35 **4-04.4 Measurement**

36 *(February 5, 2008 R&E GSP)*

37
38 Section 4-04.4 is revised as follows:

39
40 The second paragraph is revised to read:

41
42 “Crushed Surfacing Top Course”, shall be measured by the ton.

43
44 **4-04.5 Payment**

45 *(February 5, 2008 R&E GSP)*

46
47 Section 4-04.5, 1st item is revised as follows:

48 “Crushed Surfacing Top Course”, per ton.

49

1 **DIVISION 5**
2 **SURFACE TREATMENTS AND PAVEMENTS**

3
4 **5-04 HOT MIX ASPHALT**

5
6 **5-04.3 Construction Requirements**

7
8 *(February 25, 2008 R&E GSP)*

9 Section 5-04.3 is supplemented with the following:

10
11 All castings within paved areas shall be adjusted to finished grade after the final lift of paving
12 as shown on the plans and paid per Section 7-05.5.

13
14 *(December 11, 2015 R&E GSP)*

15 Section 5-04.3 is supplemented with the following:

16
17 Petrotac shall be installed per manufacturer's requirements.

18
19 **5-04.3(3)A Material Transfer Device / Vehicle**

20 *(January 16, 2014 APWA GSP)*

21
22 The first paragraph of this section is revised to read:

23
24 Additionally, a material transfer device or vehicle (MTD/V) is not required at the following
25 locations ~~\$\$\$Project Limits\$\$\$.~~

26
27 **5-04.3(5)A Preparation Of Existing Surfaces**

28 *(March 9, 2010 R&E GSP)*

29
30 Section 5-04.3(5)A is supplemented with the following:

31
32 Tack coat shall be uniformly applied to cover the face of the gutter abutting the HMA with a
33 thin film of residual asphalt free of streaks and bare spots.

34
35 The Contractor shall limit the amount of tack coat placed to that amount that will be fully
36 covered by the asphalt overlay at the end of each work shift.

37
38 *(NWR February 9, 2004)*

39 The Contractor shall ensure that the asphalt for tack coat does not enter into State waters,
40 including wetlands.

41
42 In accordance with Section 1-07.15(1) **Spill Prevention, Control and Countermeasures**
43 **Plan** (SPCC), as part of the SPCC the Contractor shall address the mitigating measures to be
44 taken in the event that the paving operation is suspended or terminated prior to the asphalt for
45 tack coat being fully covered.

1 **5-04.3(5)C Crack Sealing**

2 *(February 25, 2008 R&E GSP)*

3 Section 5-04.3(5)C is supplemented with the following:

4
5 All joints shall be sealed with using Rubberized Asphalt meeting the requirement of section
6 9-04.10.

7
8 **5-04.3(7)A2 Statistical or Nonstatistical Evaluation**

9
10 Delete this section and replace it with the following:

11
12 **5-04.3(7)A2 Nonstatistical Evaluation**

13 *(January 16, 2014 APWA GSP)*

14
15 Mix designs for HMA accepted by Nonstatistical evaluation shall;

- 16
- 17 • Be submitted to the Project Engineer on WSDOT Form 350-042
 - 18 • Have the aggregate structure and asphalt binder content determined in accordance with
19 WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-
20 03.8(2) and 9-03.8(6).
 - 21 • Have anti-strip requirements, if any, for the proposed mix design determined in
22 accordance with WSDOT Test Method T 718 or based on historic anti-strip and
23 aggregate source compatibility from WSDOT lab testing. Anti-strip evaluation of HMA
24 mix designs utilized that include RAP will be completed without the inclusion of the
25 RAP.

26 At or prior to the preconstruction meeting, the contractor shall provide one of the following mix
27 design verification certifications for Contracting Agency review;

- 28
- 29 • The proposed mix design indicated on a WSDOT mix design/anti-strip report that is
30 within one year of the approval date
 - 31 • The proposed HMA mix design submittal (Form 350-042) with the seal and certification
32 (stamp & signature) of a valid licensed Washington State Professional Engineer.
 - 33 • The proposed mix design by a qualified City or County laboratory mix design report that
34 is within one year of the approval date.

35
36 The mix design will be performed by a lab accredited by a national authority such as Laboratory
37 Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials
38 Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall
39 supply evidence of participation in the AASHTO Material Reference Laboratory (AMRL)
40 program.

41
42 At the discretion of the Engineer, agencies may accept mix designs verified beyond the one year
43 verification period with a certification from the Contractor that the materials and sources are the
44 same as those shown on the original mix design.

1 **5-04.3(8)A1 General**

2 *(January 16, 2014 APWA GSP)*

3
4 Delete this section and replace it with the following:

5 Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

6
7 Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the
8 contract documents.

9
10 The mix design will be the initial JMF for the class of HMA. The Contractor may request a
11 change in the JMF. Any adjustments to the JMF will require the approval of the Project
12 Engineer and must be made in accordance with Section 9-03.8(7).

13
14 Commercial evaluation may be used for Commercial HMA and for other classes of HMA in
15 the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores,
16 prelevel, and pavement repair. Other nonstructural applications of HMA accepted by
17 commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of
18 HMA accepted by commercial evaluation will be at the option of the Project Engineer.
19 Commercial HMA can be accepted by a contractor certificate of compliance letter stating the
20 material meets the HMA requirements defined in the contract.

21
22 **5-04.3(8)A4 Definition of Sampling Lot and Sublot**

23 *(January 16, 2014 APWA GSP)*

24
25 Section 5-04.3(8)A4 is supplemented with the following:

26
27 For HMA in a structural application, sampling and testing for total project quantities less than
28 400 tons is at the discretion of the engineer. For HMA used in a structural application and with
29 a total project quantity less than 800 tons but more than 400 tons, a minimum of one
30 acceptance test shall be performed:

- 31 i. If test results are found to be within specification requirements, additional testing
32 will be at the engineers discretion.
33 ii. If test results are found not to be within specification requirements, additional
34 testing as needed to determine a CPF shall be performed.

35
36 **5-04.3(8)A5 Test Results**

37 *(January 16, 2014 APWA GSP)*

38
39 The first paragraph of this section is deleted.

40
41 **5-04.3(8)A6 Test Methods**

42 *(January 16, 2014 APWA GSP)*

43
44 Delete this section and replace it with the following:

45
46 Testing of HMA for compliance of Va will be at the option of the Contracting Agency. If

1 tested, compliance of Va will be use WSDOT Standard Operating Procedure SOP 731. Testing
2 for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308. Testing
3 for compliance of gradation will be by WAQTC FOP for AASHTO T 27/T 11.
4

5 **5-04.3(9) Spreading And Finishing**

6 *(February 25, 2008 R&E GSP)*

7 Section 5-04.3(9) is supplemented with the following:
8

9 During grading operations, the elevation difference between the portion of the traveled way
10 open to traffic and the adjoining portion of roadway shall be tapered at 10:1 or greater to
11 allow cross traffic.
12

13 **5-04.5(1)B Price Adjustments for Quality of HMA Compaction**

14 *(January 16, 2014 APWA GSP)*
15

16 Delete this section and replace it with the following:
17

18 The maximum CPF of a compaction lot is 1.00.
19

20 For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming
21 Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference
22 of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be
23 calculated as the product of the NCCF, the quantity of HMA in the lot in tons and the unit
24 contract price per ton of the mix.
25

1 **DIVISION 7**
2 **DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER**
3 **MAINS, AND CONDUITS**

4
5 **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**
6

7 **7-08.2 Materials**

8 Section 7-08.2 is supplemented with the following:
9

10 All trenches within or beneath the roadbed prism shall be backfilled with suitable native
11 material as approved by the Engineer. If suitable native material is unavailable, trenches
12 shall be backfilled with Gravel Base in accordance with Section 4-02.
13

14 Detectable marking tape shall be specifically manufactured for marking and locating
15 underground utilities. Tape shall be solid aluminum foil, visible on the up-printed side,
16 encased in protective high visibility, inert polyethylene plastic jacket, six inches minimum
17 width. Aluminum foil thickness shall be 0.35 mils minimum or thicker if necessary to
18 enable detection from the ground surface by a metal detector when the tape is buried at a
19 depth of 3 feet. Laminate thickness shall be 5 mils minimum. Tape shall have permanent
20 black lettering minimum 1 inch high printed contiguously the entire length of the tape
21 identifying the facility (SEWER, for example). Color shall be in accordance with APWA
22 Uniform Color Code for Temporary Marking of Underground Facilities and in ANSI
23 Z535.1, Safety Color Code. Clips for joining sections of tape shall be tin or nickel-coated
24 and furnished by the tape manufacturer. Tape shall be Terra Tape, Sentry Line Detectable
25 as manufactured by Reef Industries, Detectable tape as manufactured by Mutual Industries,
26 or Detectable Tape as manufactured by Presco.
27

28 **7-08.3 Construction Requirements**

29
30 Section 7-08.3 is supplemented by the following:
31

32 Roadway must remain open to the passage of traffic during the pipe installation.
33

34 **7-08.5 Payment**

35 The fifth paragraph of this section is revised to read:
36

37 Plugging pipes shall be incidental to the various bid items.
38

39 *(July 12, 2010 R&E GSP)*

40 Section 7-08.5 is supplemented with the following:
41

42 “Removal of Unsuitable Material Including Haul”, per cubic yard.

43 The unit contract price per cubic yard for “Removal of Unsuitable Material Including Haul”
44 shall be full pay for all work to remove unsuitable material, haul and disposal of unsuitable
45 material, as specified in Section 7-08.3(1)A.
46

47 Payment for “Quarry Spalls” required for trenches as shown on the Plans shall be per ton.

1
2 **7-09 WATER MAINS**

3
4 **7-09.1 Description**

5 Section 7-09.1 is supplemented with the following:

6
7 Suitable native materials shall be used for trench backfill with approval from or at the
8 direction of the Engineer. Unsuitable native material shall become the property of the
9 contractor for disposal. Excess suitable native material shall be embanked according to the
10 plans and specifications.

11 All thrust blocks shall be installed per details shown on the plans and inspected by the
12 Engineer prior to backfilling. All bends shall include a thrust block per the details or as
13 indicated on the Plans. Thrust blocks may be substituted with restrained joints at the
14 discretion of the Contractor. The Contractor shall submit detailed sketches and plans of the
15 proposed restrained joints to the Engineer not less than one week prior to the expected
16 construction. The costs for thrust blocks or restrained joints shall be incidental to other items
17 of work. No additional payment shall be made should the Contractor choose to substitute
18 restrained joints for thrust blocks

19
20 Also included in the work is the construction of a temporary water main for maintaining
21 service to customers and constructing stovepipe water mains at locations directed by the
22 Engineer where the watermain conflicts with unexpected existing utilities, or for other
23 reasons.

24
25 **7-09.2 Materials**

26 Section 7-09.2 is supplemented with the following:

27
28 Ductile Iron Pipe shall be in accordance with Section 9-30.1(1) for Ductile Iron Pipe.

29
30 Fittings shall be ductile iron and shall meet the requirements of AWWA C110-71 and
31 AWWA C104-71. Joints shall meet the requirements of C111. Fittings shall be cement
32 mortar lined meeting the requirements of AWWA C104-71.

33
34 Piping for temporary bypass connection shall be polyethylene tubing meeting the
35 requirements of Section 9-30.6(3)B.

36
37 **7-09.3 Construction Requirements**

38
39 **7-09.3(1) General**

40 Section 7-09.3(1) is supplemented with the following:

41
42 **Temporary Bypass Connections**

43 The Contractor shall be responsible for maintaining water service to customers on
44 adjacent properties through the use of a temporary water main. The Contractor shall be
45 responsible for determining which customers will be affected by construction activities
46 and will need to be served by the temporary piping. Temporary piping shall be in place

1 and operational prior to construction of the proposed, permanent water main affecting the
2 adjacent water services.

3
4 Prior to construction of and connections to the temporary piping, the Contractor shall
5 locate and verify the type of pipe, size, and depth of each affected connection. Detailed
6 sketches and plans of the temporary water main and proposed service connections shall be
7 submitted to the Engineer not less than one week prior to the expected construction.
8

9 The time a customer is served through the use of the temporary piping shall be kept to a
10 minimum. Once the Contractor has installed the proposed, permanent water main in
11 accordance with Section 7-09, and can connect a water service to said water main, the
12 Contractor shall do so in accordance with Section 7-15.
13

14 Minor disruptions in water service that do not require the use of a temporary water main
15 shall follow the requirement of Section 7-15.
16

17 **7-09.3(5) Grade and Alignment**

18 Section 7-09.3(5) is supplemented with the following:
19

20 Finished grade is the proposed ground elevation unless otherwise staked by the Engineer or
21 Surveyor. Pipes installed, which do not meet minimum cover requirements, shall be replaced
22 at the Contractor's expense. Minimum cover over waterlines shall be 3-feet, except for
23 where specifically noted on the plans.
24

25 **7-09.3(7)A Dewatering of Trench**

26 Section 7-09.3(7)A is supplemented with the following:
27

28 If the Contractor fails to adequately dewater the trench and prevent water or other materials
29 from entering the pipe, the Contractor shall at their expense thoroughly clean the line per
30 section 7-09.3(24)A, prior to disinfecting the main. Dewatering trenches is incidental to the
31 cost of pipe installation.
32

33 **7-09.3(8) Removal and Replacement of Unsuitable Materials**

34 Section 7-09.3(8) is supplemented with the following:
35

36 Unsuitable material consists of excavated silt, clay, and organic material and in-situ materials
37 which provide less than 1500 psf bearing capacity (as determined by a penetrometer test by
38 the Engineer) shall be excavated and replaced with select backfill or ballast at the direction of
39 the Engineer. All unsuitable material shall be removed from the site and hauled to a
40 permitted, Contractor provided disposal site in accordance with Section 2-03.3(7)C.
41

42 **7-09.3(9) Bedding The Pipe**

43 Section 7-09.3(9) is supplemented with the following:
44

45 The contractor shall bed the pipe with Engineer approved native material, or provide
46 imported bedding material meeting the requirements for Gravel Backfill 9-03.12(3). Bedding

1 material or suitable native material used for pipe bedding will be considered incidental to the
2 pipe bid item.

3
4 **7-09.3(10) Backfilling Trenches**

5 Section 7-09.3(10) is supplemented with the following:

6
7 Native backfill containing organics, un-compactable or deleterious materials are considered
8 unsuitable. Driveways must be filled and compacted as required for driveway and pavement
9 repair in accordance with the Plans. Where the Engineer determines that the native material
10 is not suitable for backfill, the Contractor shall provide imported trench backfill material in
11 accordance with Section 9-03.10 as modified. No additional payment shall be made for
12 placement or compaction in the trench. Excess native materials after trench backfill shall be
13 embanked in accordance with the plans and specs. Payment of imported backfill is per ton
14 per Section 4-02. When water mains are installed within the roadway prism, trench backfill
15 shall include the minimum structural section for the roadway. Detectable marking tape shall
16 be installed over the water main.

17
18 **7-09.3(11) Compaction of Backfill**

19 Section 7-09.3(11) is supplemented with the following:

20
21 Trenches which are located outside the roadway may be backfilled with native material upon
22 approval of the Engineer, and compacted to 85% of maximum density as specified in Section
23 2-03.3(14)D. All other trenches shall be compacted to 95% of the maximum dry density.
24 Compaction of native or imported backfill shall be incidental to other items of work.

25
26 **7-09.3(19)A Connections to Existing Mains**

27 Section 7-09.3(19)A is supplemented with the following:

28
29 Connection to existing mains is the full responsibility of the Contractor. Temporary routing
30 of existing pipelines or services, shoring, temporary thrust blocks, extra fittings required to
31 route the pipe over or under existing or new pipe or other utilities and all other work and
32 materials required for making complete, permanent and workable connections are incidental
33 to other items of work.

34
35 The Contractor shall be responsible for determining which residents will be affected by
36 shutoffs, and will notify them 24 hours in advance. The Contractor shall notify private
37 property owners, or tenants, by having a representative of the Contractor personally contact
38 the private property owner or tenant. If the property owner or tenant is not available, the
39 Contractor shall leave a door hanger notice indicating the commencement date of work,
40 duration of work, the type of work being done, and the Contractor's and Engineer's phone
41 number and address for questions and concerns. The Engineer shall be provided adequate
42 time to review, comment, and approve the door hanger notice prior to the Contractor placing
43 any notices.

44
45 The Contractor shall locate and verify the type of pipe, size, and depth prior to making the
46 connection. Detailed sketches and plans of the connection proposed by the Contractor shall

1 be given to the Engineer not less than one week prior to the expected construction. The City
2 of Ferndale shall be notified not less than two (2) working days prior to connection to
3 existing mains.
4

5 **7-09.3(24) Disinfection of Water Mains**

6 Section 7-09.3(24) is supplemented with the following:
7

8 The liquid chlorine injection method described below or approved alternate method shall be
9 used. Hypochlorite granules (65%) shall be mixed with water and injected into the main to
10 acquire a minimum of 50 mg/l of chlorine in the main. A typical method is as follows: The
11 chlorine solution is mixed in a container (new, clean garbage can) and fed into the new water
12 main using a pressurizing pump. The injection is made at a corporation stop or similar fitting
13 at the fill point of water from the existing City of Ferndale main. Filling and injection rates
14 shall be reviewed by the Engineer prior to disinfection. Chlorine content at the beginning
15 and end of each required 24-hour disinfection period, and prior to bacteriological testing shall
16 be sampled by the Engineer. The cost for the first sequence of sampling and lab testing shall
17 be paid for by the City of Ferndale. Subsequent testing and inspection shall be paid by the
18 Contractor. The Engineer shall be notified 24 hours prior to conducting disinfecting and
19 flushing operations.
20

21 **7-09.3(24)A Flushing**

22 Section 7-09.3(24)A is supplemented with the following:
23

24 Water for flushing mains may be taken from a direct connection to existing mains providing
25 an approved backflow device is utilized. Velocity for testing must equal or exceed 2.5 fps.
26 The connection must be capable of passing at least 400 gallons per minute (gpm) for flushing
27 8-inch diameter mains.
28

29 The Contractor shall be responsible for disposal of treated water flushed from mains and
30 shall neutralize the waste water before disposal. An adequate amount of reducing agent shall
31 be applied to water being disposed of in order to thoroughly neutralize the chlorine residual
32 remaining in the water per AWWA Standard Section C651.
33

34 **7-09.3(24)N Final Flushing and Testing**

35 *(July 12, 2010 R&E GSP)*

36 Section 7-09.3(24)N is supplemented with the following:
37

38 Upon completion of final flushing, the main shall be filled with water and allowed to remain
39 filled for 24 hours. The Engineer shall obtain a sample at the end of this 24-hour period. A
40 satisfactory report shall be received before placing the lines into service.
41

42 **7-09.3(24)O Repetition of Flushing and Testing**

43 Section 7-09.3(24)O is supplemented with the following:
44

45 The City shall furnish water for the initial flushing and testing process. In the event
46 additional water is needed for flushing or testing, the Contractor shall connect a meter and

1 pay the City for actual water used, at the commercial rate. The Contractor will pay for
2 additional bacteriological testing required because of failed samples. The Contractor will be
3 responsible for all cost associated with re-testing, including laboratory fees, and inspection.
4

5 **7-09.4 Measurement**

6 Section 7-09.4 is supplemented with the following:
7

8 Measurement for connect to existing watermain shall be measured per each connection
9 completed.

10 Measurement for payment of stovepipe watermain shall be measured per each installed.

11
12 Measurement for payment of Temporary Bypass Connection ___ In. Diam. shall be measured
13 per each installed.
14

15
16 No measurement shall be made for marking tape. Marking tape shall be considered
17 incidental to the work of constructing the water main.
18

19 No measurement shall be made for clearing and grubbing, removal of existing street
20 improvements, removal of the abandoned watermain, removal of existing valve boxes,
21 protection of existing utilities and service, trench excavation and pipe zone backfill, pipe
22 zone bedding, thrust blocks, and compaction of backfill.
23

24 **7-09.5 Payment**

25
26 Section 7-09.5 is supplemented with the following:
27

28 "Connect to Existing Watermain ___" Diam.", per each.

29 The unit contract price bid per each "Connect to Existing Watermain" shall be full
30 compensation for all work to connect to the existing mains, including but not limited to
31 excavating, removing existing fittings and thrust blocks, backfilling, laying and jointing pipe,
32 pipe and fittings, and cover and cleanup."
33

34 "Stovepipe Watermain, ___ In. Diam.", per each

35 The unit contract price bid per each for "Stovepipe Watermain, ___ In. Diam." shall be full
36 pay for all work to install the stovepipe watermain, including but not limited to excavating,
37 backfilling, laying and jointing pipe, tapping the main, corporation stops, pipe and fittings,
38 thrust blocks, and cover and cleanup.
39

40 "Temporary Bypass Connection ___ In. Diam." per each.

41 The unit contract price bid per each for "Temporary Bypass Connection ___ In. Diam." shall
42 be full compensation for all labor, tools, equipment, and materials, including fittings, valves,
43 couplings, and connections to existing and/or proposed water mains, to provide continuous
44 service to customers.
45

46 "Testing Water Main" shall be paid per lump sum of completed installation actually tested

1 and shall be full pay for all labor, material and equipment required to conduct the required
2 tests.

3 4 **7-12 VALVES FOR WATER MAINS**

5 6 **7-12.1 Description**

7 Section 7-12.1 is supplemented with the following:

8 All valves shall be thrust blocked per the detail shown on the plans. All valve boxes shall be
9 new and a uniform type.

10 11 **7-12.2 Materials**

12 Section 7-12.2 is supplemented with the following:

13
14 Valves shall meet the requirements of AWWA C509 or C-515 and shall be iron body,
15 bronze-mounted, with resilient seated wedge device and O-ring stuffing box. All valves shall
16 be provided with a valve box conforming to Section 9-30.3(4) and 9-30.3(6) and valves
17 outside of the pavement section shall be encased in concrete and furnished with a concrete
18 valve marker conforming to Section 9-30.3(5).

19
20 Valve stem extensions will be required on operating nuts located 4 feet below grade per
21 section 9-30.3(6). Extensions shall be incidental to gate valves.

22
23 The following new Section is added:

24 25 **7-12.3(2) Adjustments to Finished Grade**

26
27 Existing valve boxes, which are to remain, shall be adjusted to finished grade. This work shall be
28 included in the bid item "Adjustments to Finished Grade."

29 30 **7-14 HYDRANTS**

31 32 **7-14.1 Description**

33 Section 7-14.1 is supplemented with the following:

34
35 This work includes the installation of Blue Raised Pavement Markers on the roadway centerline
36 adjacent to all hydrants.

37 38 **7-14.2 Materials**

39 Section 7-14.2 is supplemented with the following:

40
41 The City of Ferndale Standard Fire Hydrants is "M&H model 929". The pumper port shall be
42 oriented to face the main road.

43
44 Fire hydrants shall be painted City colors with two coats of Urethane paint, applied per the paint
45 manufacturer's specifications.

46
47 A blue reflector, installed 1 foot off the road centerline towards the hydrant shall be included in

1 the bid item.

2 All labor, equipment, and materials necessary to connect fire hydrants shall be incidental to the
3 unit bid prices. Materials include, but are not limited to: gate valves, fittings, spool fittings,
4 restraints, and thrust blocks."
5

6 **7-14.5 Payment**

7 Section 7-14.5 is supplemented with the following:
8

9 The unit contract price per each for "Hydrant Assembly" shall be full compensation for all costs
10 for labor, material, and equipment to install spool fittings, restraints, thrust blocks, auxiliary gate
11 valve, shackles, tie rods, concrete blocks, painting required for the complete installation of the
12 hydrant assembly as specified, lateral tee and 6" ductile iron watermain to hydrant, hydrant, and
13 blue raised pavement marker.
14

15 **7-15 SERVICE CONNECTIONS**

16 **7-15.1 Description**

17 Section 7-15.1 is supplemented with the following:
18

19 This work consists of installing new service connections, replacing existing services, and
20 abandoning existing water service connections as shown on the Plans or at the direction of the
21 Engineer.
22

23 All work is to be in conformance with City standards for water services.
24

25 **7-15.2 Materials**

26 Section 7-15.2 is supplemented with the following:
27

28 All fittings shall be brass. Saddles shall be as shown on the Plans with I.P. standard tapping.
29 Corporation stops shall be Ford F700, or approved equal with inlet I.P. standard thread and
30 outlet thread compatible with Type K copper connection piping, with no special adapters,
31 minimum 150 psi.
32

33 Within the right-of-way, service piping shall be copper tubing and shall conform to the
34 requirements of ASTM B88, Type K annealed. All underground fittings shall be flared
35 within the right-of-way.
36

37 Meters shall be Sensus SRII Low Lead Meters.
38

39 **7-15.3 Construction Requirements**

40 Section 7-15.3 is supplemented with the following:
41

42 **General**

43 New type K copper tubing shall be installed between the watermain and the meter setter
44 location. The Contractor shall provide and install a new meter, meter setter, and meter box
45 for all service connections, in accordance with the City of Ferndale Standards. All existing
46 water meters, setters, and boxes shall be salvaged by the Contractor and delivered to the City
47

1 of Ferndale Maintenance Shop.

2 Service connections shall include connection to the existing service line on the customer side
3 of the meter. The proposed meter and meter setter shall be installed at the correct elevation
4 below subgrade as shown in the plans. If the proposed meter setter is above or below the
5 existing service line on the customer side of the meter, this work shall include all pipe,
6 fittings, materials, tools, and labor to connect the customers' service line to the new setter.
7

8 Existing water services shall be abandoned at the existing water main by closing the
9 corporation stop, disjointing the water service pipe from the corporation stop, and removing
10 the existing water service line a minimum of 2 feet from the watermain.
11

12 Various items of work in this contract may require disruption of water service to customers
13 on adjacent properties. The Contractor shall keep the service disruptions to an absolute
14 minimum. When more than one item of work requires disruption of the same utility service
15 to the same customer, the Contractor shall schedule the work so that the customer's service is
16 disrupted only once. The Contractor shall be responsible for determining which residents
17 will be affected by shutoffs, and will notify them a minimum of 24 hours in advance. The
18 Contractor shall locate and verify the type of pipe, size, and depth prior to making the
19 connection. Detailed sketches and plans of the connection proposed by the Contractor shall
20 be given to the Engineer not less than one week prior to the expected construction. The City
21 of Ferndale shall be notified not less than two (2) working days prior to connection to
22 existing mains and existing service line.
23

24 Any disrupted services shall be restored before the end of each working day. Overnight
25 disruptions will not be permitted. If, in the opinion of the Engineer, service has not been
26 restored in a satisfactory manner, the Engineer may take whatever action is necessary to
27 restore service. The cost of such action will be deducted from any payments due or coming
28 due the Contractor.
29

30 **Coordination of Work**

31 The Contractor shall notify the City of Ferndale Public Works Department at 384-4006, 48
32 hours prior to disconnection of the existing meter. The Contractor shall tag the existing
33 meters to be removed with the corresponding address which is served by that meter and
34 meter reading at time of removal. Once removed these meters shall be delivered to the City
35 of Ferndale Maintenance Shop.
36

37 The Contractor shall coordinate with the City of Ferndale for the collection of the existing
38 meter. The existing water meter shall not be removed and service shall not be interrupted
39 until the new water meter is on hand.
40

41 **Meter and PRV Removal**

42 All meters and PRVs removed shall be salvaged without damage and delivered to the City of
43 Ferndale shop yard located at 5500 Legoe Avenue. The contractor shall take care to salvage
44 all meters, PRVs, and fittings.
45

1 Delivery shall occur during the hours of 7:00 a.m. to 3:30 p.m. Monday thru Friday. Five
2 days written advance notice shall be delivered to the Engineer prior to delivery. Material will
3 not be accepted without the required advance notice.

4
5 Equipment damaged during removal or delivery shall be repaired or replaced to the
6 Engineer's satisfaction at no cost to the Contracting Agency.

7
8 The Contractor shall be responsible for unloading the equipment where directed by the
9 Engineer at the delivery site.

10 11 **7-15.3(1) Flushing and Disinfection**

12
13 Section 7-15.3(1) is supplemented with the following:

14
15 Service testing shall be done in conjunction with water main testing. An acceptance
16 inspection will be made by the Engineer upon completion of all project work. During the
17 inspection, every service shall be turned on to its full capacity to check flow and guarantee
18 that each service line has been flushed. In no case shall the acceptance inspection be made
19 until all project work is complete. Damage incurred during other construction work on the
20 project shall be corrected by the Contractor prior to acceptance by the Engineer.

21
22 The following new Section is added:

23 24 **7-15.3(2) Adjustments to Finished Grade**

25
26 Existing water meter and irrigation boxes, which are to remain shall be adjusted to finished
27 grade. This work shall be included in the bid item "Adjustments to Finished Grade."

28 29 **7-15.5 Payment**

30 Section 7-15.5 is supplemented with the following:

31
32 The unit contract price per each for "Service Connection, ___ In. Diam." and shall be full pay
33 for all work to remove and deliver existing meters and PRVs, install the meter boxes, meter
34 setter, meter, gate valve, service connection, including but not limited to, excavating, tapping
35 the main, laying and jointing the pipe and fittings and appurtenances, backfilling, testing,
36 flushing and disinfection of the service connection, and other appurtenances to the location
37 shown on the plans.

38
39 The unit contract price per each for " Service Connection to Existing" and shall be full pay
40 for all work to connect to the existing service, including but not limited to removing existing
41 fittings and thrust blocks, laying and jointing pipe, pipe and fittings.

1 **DIVISION 8**
2 **MISCELLANEOUS CONSTRUCTION**

3
4 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

5
6 **8-01.4 Measurement**
7 *(March 18, 2010, 2008 R&E GSP)*

8 Section 8-01.4 is supplemented with the following:
9

10 No specific unit of measure shall apply to the lump sum item “ESC Lead.”
11

12 **8-01.5 Payment**
13 *(March 18, 2010 R&E GSP)*

14 Section 8-01.5 is supplemented with the following:
15

16 The first item, “ESC Lead”, is revised to read:
17

18 “ESC Lead”, lump sum.
19

20 The sixth item, “Inlet Protection” of Section 8-01.5 is revised to read:
21

22 “Inlet Protection”, per each. The unit contract price per each for inlet protection shall include
23 all costs for removal and disposal of accumulated debris, inlet protection maintenance, and
24 inlet protection removal and disposal.

25 The eleventh item, “Silt Fence” of Section 8-01.5 is revised to read:
26

27 **8-02 ROADSIDE RESTORATION**
28

29 **8-02.1 Description**

30 Section 8-02.1 is supplemented with the following:
31

32 Furnish all labor, materials and equipment necessary for installation of planting and
33 installation of topsoil and soil amendments, including but not limited to the preparation of the
34 ground surface, installation of soil amendments, application of fertilizer, installation of seed,
35 and chemicals as necessary in areas shown on the Plans, as specified in this document, or as
36 directed by the Engineer in accordance with these specifications.
37

38 The extent and location of seeding work includes all areas in this project, except new plant
39 beds and paved areas, which are disturbed by construction, grading, pavement removal,
40 utility installation and any other of the Contractor’s operations or as directed by the Engineer
41 in accordance with these specifications.
42

43 The Contractor shall provide 48 hours notice to the Engineer when an inspection is desired.
44
45

1 **8-02.3 Construction Requirements**

2
3 **8-02.3(4) Topsoil**

4 *(March 18, 2010 R&E GSP)*

5
6 Section 8-02.3, revise the 1st sentence of this Section to read:

7
8 Topsoil shall be evenly spread over the specified areas to a depth of four (4) inches or as
9 otherwise directed by the Engineer. The soil shall be cultivated to a depth of 6 inches. After
10 the topsoil has been spread, all large clods, hard lumps, and rocks 3 inches in diameter and
11 larger, and litter shall be raked up, removed, and disposed of by the Contractor. The area
12 shall then be rolled with a landscape roller in at least 1 direction at a velocity not to exceed 2
13 feet per second. Spread topsoil after subgrade preparation is complete. Topsoil shall not be
14 placed when the ground or topsoil is frozen, inundated with water, or in a condition
15 detrimental to the Work.

16
17 **8-02.3(4)A Topsoil Type A**

18 *(April 21, 2010 R&E GSP)*

19
20 Section 8-02.3(4)A is supplemented with the following:

21
22 Topsoil Type A shall be used for seeded lawn installation.

23
24 **8-02.3(11) Bark or Wood Chip Mulch**

25 Section 8-02.3(11) is supplemented with the following:

26
27 Wood Cellulose mulch shall be applied at a rate of 2,000 pounds per acre. To improve
28 germination of seeds, this rate may be increased with approval by the Engineer.

29
30 **8-02.3(16) Lawn Installation**

31 *(January 31, 2011 R&E GSP)*

32 Section 8-02.3(16) is supplemented with the following:

33
34 The Contractor shall perform lawn installation in accordance with the following:
35 Immediately prior to seeded lawn installation, a nominal four (4) inch depth of "Topsoil
36 Type A" shall be placed in the areas requiring seeded lawn installation or as directed by
37 the Engineer. Peat moss mulch shall be applied to a depth of 1/4 inch over newly seeded
38 lawn area. The area shall then be rolled with a landscape roller in at least 1 direction at a
39 velocity not to exceed 2 feet per second. Alternatively, a seed of fabric mulch mat shall
40 be installed as approved by the Engineer.

41
42 "Seeded Lawn Installation" will be paid where construction, filling excavation, and
43 grading have disturbed unimproved areas. This will generally consist of areas behind the
44 sidewalk where no established lawns or landscaping currently exist. "Seeded Lawn
45 Installation" shall be placed on all exposed soil disturbed by construction or any area
46 directed by Engineer. "Seeded Lawn Installation" shall also be placed on all fill and cut
47 areas outside roadway surface width, within the project limits.

1 The intent of seeding is to produce viable roadside vegetation toward the end of
2 preventing erosion. If seeding has not germinated satisfactorily at the time of final
3 acceptance, this work will be considered defective according to Section 1-05.7 of the
4 Standard Specifications. The Engineer may require the Contractor to post security equal
5 to 200% of the amount bid for seeding in order to secure performance of this germination
6 specification. This security shall be in a form acceptable to the City and may be required
7 prior to release of retainage of this project. Said security shall not be released until
8 satisfactory germination has occurred. Any erosion, which in the opinion of the
9 Engineer, occurs directly as a result of insufficient seed germination shall be repaired by
10 the Contractor at no additional expense to the City. Any such repairs shall be completed
11 prior to project acceptance or release of security as identified herein. Satisfactory
12 germination is defined as a minimum of 300 stems per square foot. Any area in which
13 two consecutive one square foot plots sampled fall below this standard will be considered
14 defective and shall be corrected by the Contractor."

15
16 The dates for seeding outlined in Section 8-02.3(16)A of the Standard Specifications will
17 be considered guidelines rather than requirements for this item. The Contractor shall use
18 professional judgment and consider factors such as weather and soil moisture to obtain
19 satisfactory germination."
20

21 Immediately after hydroseeding, the Contractor shall remove hydroseed overspray from
22 all features other than the intended seeding area."
23

24 **Binding Agents**

25 Tacking agents and soil binders shall be provided in accordance with Section 8-01.3(2)E.
26

27 **8-02.4 Measurement**

28 *(February 7, 2008 R&E GSP)*

29 Section 8-02.4, is supplemented with the following:
30

31 No separate measurement will be made for topsoil, composted mulch, water and fertilizer,
32 and binding agent, where applied for "Seeded Lawn Installation".
33

34 *(January 31, 2011 R&E GSP)*

35 Section 8-02.4, is supplemented with the following:
36

37 Work performed under the item "Landscape Restoration" shall be measured in accordance
38 with Section 1-09.6 Force Account.
39

40 **8-02.5 Payment**

41 *(February 7, 2008 R&E GSP)*

42 Section 8-02.5 is supplemented with the following:
43

44 The unit contract price per square yard for "Seeded Lawn Installation" shall be full
45 compensation for all labor, materials (topsoil, fertilizer, mulch, soil amendments, binding
46 agents, and water), tools and equipment necessary to perform the work as specified herein.
47 All other items in this Section, not specified on the Bid Proposal form shall be included in the
48 cost of "Seeded Lawn Installation". The unit price shall be full compensation for multiple

1 applications in areas required by the Engineer as the work progresses.
2

3 Payment for "Landscape Restoration" shall be on a force account basis as per Section 1-09.
4 For the purpose of providing a common proposal for all bidders, and for that purpose only,
5 the Contracting Agency has established the amount of force account for this item and has
6 entered the amount in the bid proposal to become a part of the total bid by the Contractor.
7

8 **8-04 CURBS, GUTTERS, AND SPILLWAYS**

9

10 **8-04.3 Construction Requirements**

11 **8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways**

12 Section 8-04.3(1) is supplemented with the following:
13

14
15 Depressed curb driveways and wheel chair ramp openings shall be provided at such locations
16 as directed by the Engineer or shown on the Plans. All curved sections with a radius less
17 than 500 feet shall be formed in arc sections to match the radii detailed in the Plans. The
18 Contractor shall provide temporary ramps over new concrete curbing at driveway locations.

19 Concrete placement shall be accomplished with line and grade control such that a 10-foot
20 long straight edge placed on the concrete surface in the gutter or against the face of the curb
21 shows no variance greater than 1/8 inch in grade or 1/4 inch on line, except at a designed
22 angle point. Under no circumstances shall variances be allowed that cause drainage away
23 from the catch basin or other drainage structures.
24

25 Curb drains shall be constructed of 2-inch PVC pipe or other material subject to approval of
26 the Engineer, cut to length to pass from the back of curb through the curb to the face of the
27 curb at the gutter line. Spacing will be maximum of 50 feet, center to center, and/or each
28 side of the driveways and at such locations as designated by the Engineer or as shown on the
29 Plans.
30

31 The first paragraph is revised to read:
32

33 Cement concrete curb, curb and gutter, gutter, and spillway shall be constructed with air
34 entrained concrete Class 3000 conforming to the requirement of Section 6-02 except at
35 driveway entrances. Cement concrete curb or curb and gutter along the full width of a
36 driveway entrance shall be constructed with air entrained concrete Class 4000 conforming to
37 the requirements of Section 6-02.
38

39 The fourth paragraph is revised to read:
40

41 Expansion joints in the curb or curb and gutter shall be spaced at 15-foot intervals, the
42 beginning and ends of curb returns, drainage structures, bridges, and cold joints with existing
43 curbs and gutters. The expansion joint shall be filled to full cross-section with 3/8-inch
44 premolded joint filler. When curb or curb and gutter is placed adjacent to Portland Cement
45 Concrete Pavement, a 1/4-inch thick, 6-inch deep premolded joint filler shall be installed
46 between the two vertical surfaces to prevent cracking. When noted in the Plans, the
47 Contractor shall install the catch basin gutter pan at drainage structures abutting the curb and
48 gutter.

1 **8-04.5 Payment**

2 Section 8-04.5, is supplemented with the following:

3
4 Payment for cement concrete curb and gutter shall be at the unit price bid per linear foot and
5 shall be full compensation for all labor, equipment, and materials necessary to construct this
6 item, as specified in place, including curb drains, depressed curb driveways and wheel chair
7 ramp openings. This item includes all excavation, grading, and placement of backfill
8 necessary to construct cement concrete curb and gutter which are not identified as part of
9 other bid items.

10
11 **8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES**

12
13 **8-06.2 Materials**

14 Section 8-06.2 is supplemented with the following:

15
16 Concrete Sealer shall be a solvent based clear sealer and hardener for concrete and shall
17 be VOC compliant, provide ease of cleaning, abrasion resistance and shall provide a non-
18 yellowing, clear glossy “wet” look.

19
20 **8-06.3 Construction Requirements**

21 *(February 8, 2008 R&E GSP)*

22 Section 8-06.3 is supplemented with the following:

23
24 Driveways shall meet the following minimum requirements.

- 25 1. 3/8-inch premolded joint filler shall be placed at 20 foot centers, maximum and shall be
26 matched to curb and gutter joints.
27 2. ‘V’ grooves shall be scored 3/4-inch deep at five-foot intervals.
28 3. Driveway sections shall be brush finished longitudinally with a fiber brush.
29 4. For driveways wider than 20 feet, place 3/4-inch deep ‘V’ groove at the mid-point. For
30 driveways greater than 30 feet wide, place 3/4-inch deep ‘V’ groove at one-third points.
31 5. All joints shall be cleaned and edged.
32 6. The back of some driveways may be depressed at the direction of the Engineer.
33 7. Driveways shall have a uniform thickness of 6-inches.
34 8. Six (6) inches of compacted gravel base shall be placed beneath driveways.

35
36 Where shown on the plans or designated by the Engineer the Contractor shall install exposed
37 aggregate driveways. The exposed aggregate mix shall be designed so as to match existing
38 exposed surfaces to the maximum extent possible.

39
40 Exposed aggregate driveways shall be sealed with two coats of sealer in accordance with the
41 sealer product manufacturers application instructions.

42
43 **8-06.5 Payment**

44 Section 8-06.5 is supplemented with the following:

45
46 “Cement Conc. Driveway Entrance __ In. Thick”, per square yard.

1 All costs in constructing the driveway entrance, including pedestrian curb, in segments and
2 installing and removing the temporary approach shall be included.
3 Payment for "Exposed Aggregate Driveway" shall be per square yard and shall include clear
4 concrete sealer.

6 **8-14 CEMENT CONCRETE SIDEWALKS**

8 **8-14.1 Description**

9 *(March 16, 2010 R&E GSP)*

10 Section 8-14.1 is supplemented with the following:
11

12
13 This work shall consist of constructing cement concrete sidewalks and sidewalk ramps, in
14 accordance with details shown in the Plans and these Specifications and in conformity to
15 lines and grades shown in the Plans or as established by the Engineer. Replacement or
16 matching to existing driveways shall be completed with a similar material and finish as
17 that which exists or as directed by the Engineer.

19 **8-14.3 Construction Requirements**

20 *(March 2, 2010 R&E GSP)*

21 Section 8-14.3 is supplemented with the following:
22

23 Sidewalks shall meet the following minimum requirements:
24

- 25 1. Sidewalks shall have a uniform thickness of 4-inches.
- 26 2. 3/8-inch through joints shall be placed 20 feet center to center and shall be
27 matched to curb and gutter joints.
- 28 3. 'V' grooves shall be scored 3/4-inch deep at five foot intervals.
- 29 4. All joints shall be cleaned and edged.
- 30 5. Two inches of washed rock shall be placed beneath sidewalks. Washed rock
31 shall be commercially available 1" to 3/4" washed rock. The contractor shall
32 submit preliminary samples to the Engineer for approval prior to use.

33
34 *(February 11, 2008 R&E GSP)*

35 Section 8-14.3 is supplemented with the following:
36

37
38 The Contractor shall delay forming and pouring concrete sidewalk or sidewalk ramps at the
39 locations where existing franchise utility facilities are located. The Contractor shall pour the
40 sidewalk and sidewalk ramps after the franchise utility has removed their facilities.

42 **8-14.5 Payment**

43 *(February 11, 2008 R&E GSP)*

44 Section 8-14.5 is supplemented with the following:
45

46
47 Washed rock shall be included in the unit price for the various bid items in this
48 section.

1 **8-30 POTHOLE EXISTING UNDERGROUND UTILITY**

2
3 **8-30.1 Description**

4
5 When directed by the Engineer or shown on the Plans, this work shall consist of potholing
6 existing underground utilities. The Contractor shall perform utility investigations or
7 coordinate with utility companies as required. At the direction of the Engineer, the
8 Contractor shall perform exploratory excavations or provide hand potholing as required to
9 collect as-built utility information. The Contractor shall verify the depth and location of
10 existing underground utilities. The Contractor shall immediately notify the Engineer if field
11 conditions differ from that shown on the Plans. The Contractor shall give the owner advance
12 notice of four (4) working days, prior to conducting such investigations.
13

14 **8-30.4 Measurement**

15
16 Measurement for potholing existing underground utilities will be by the unit for each
17 pothole.
18

19 **8-30.5 Payment**

20
21 Payment will be made in accordance with Section 1-04.1, for the following bid items:

22
23 “Pothole Existing Underground Utility”, per each. The unit contract price per each for
24 “Pothole Existing Underground Utility” shall be full compensation for all equipment, labor,
25 and materials to locate the existing utility, verify the utilities’ vertical and horizontal
26 location, and restoring the disturbed area.
27

28 The following new Section is created:
29

30 **8-31 REPAIR EXISTING PUBLIC AND PRIVATE FACILITIES**

31
32 **8-31.1 Description**

33
34 This work shall consist of the repair of existing public and private facilities, and the
35 correction, repair, removal, or construction of items as directed by the Engineer. This shall
36 not exempt the contractor from protecting known existing facilities, or from the
37 responsibility for repair of such known existing facilities.
38

39 **8-31.3 Construction Requirements**

40
41 The contractor shall obtain written or verbal approval from the Engineer, prior to proceeding
42 with any repair of existing or private facilities. Work performed without approval from the
43 Engineer will not be compensated.
44

45 The Contractor and the Contracting Agencies’ representative or Engineer shall reconcile the
46 hours of work for labor and equipment on a daily basis for the purpose of tracking all work

1 under this item. The Contractor shall supply the Engineer with material invoices for all
2 materials incorporated into this work in a timely manner. Invoices shall be original or copies
3 of original invoices from the material supplier.
4

5 **8-31.4 Measurement**
6

7 Work performed under the item “Repair Existing Public and Private Facilities” shall be
8 measured in accordance with Section 1-09.6 Force Account.
9

10 **8-31.5 Payment**
11

12 Payment for the item “Repair Existing Public and Private Facilities” shall be full
13 compensation for all labor, tools, equipment, materials and subcontractor work needed to
14 complete individual items of work as directed by the engineer. This item shall be paid in
15 accordance with Section 1-09.6 Force Account.
16

1 **DIVISION 9**
2 **MATERIALS**

3
4 **9-03 AGGREGATES**

5
6 **9-03.8 Aggregates for Hot Mix Asphalt**

7
8 **9-03.8(2) HMA Test Requirements**
9 *(March 10, 2010 APWA GSP)*

10
11 Section 9-03.8(2) is supplemented with the following:

12
13 ESAL's

14 The number of ESAL's for the design and acceptance of the HMA shall be 1 million.

15
16 **9-03.10 Aggregate for Gravel Base**
17 *(December 28, 2009 R&E GSP)*

18
19 Section 9-03.10 is revised to read:

20
21 Gravel base shall consist of granular material, either naturally occurring or processed. It
22 shall be essentially free from various types of wood waste or other extraneous or
23 objectionable materials. It shall have such characteristics of size and shape that it will
24 compact readily and the maximum particle size shall not exceed ½ of the depth of the layer
25 being placed.

26
27 Gravel base shall meet the following requirements for grading and quality when placed in
28 hauling vehicles for delivery to the roadway or during manufacture and placement into a
29 temporary stockpile. The exact point of acceptance will be determined by the Engineer.

30

<u>Sieve Size</u>	<u>Percent Passing</u>
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

31
32
33
34
35
36
37
38 Sand Equivalent shall be 40 min.

39
40 All percentages are by weight.

41
42 Gravel base material retained on a No. 4 sieve shall contain not more than 0.20 percent by
43 weight of wood waste.
44
45

1 **9-14 EROSION CONTROL AND ROADSIDE PLANTING**

2
3 **9-14.1 Soil**

4
5 **9-14.1(1) Topsoil Type A**

6
7 General: Topsoil shall be free draining, fertile, friable sandy loam, and shall supply the
8 following composition requirements: weed and seed free; pH between 5.5 and 7.5; maximum
9 particle size to 1/2 inch, with 97% to 100% passing the 3/8 inch screen; soluble salts shall not
10 exceed 4.0 mmho/cm; free of clay lumps, litter and toxic matter harmful to plant growth.
11 Components shall conform to the requirements indicated. Percentages below are by volume.
12 Mixing of the soil components shall not occur on site.
13

Sand Compost Sandy Loam

Topsoil for turf, rough grass and plant bed areas

34% 33% 33%

14 Top Sand: Conform to the following analysis using Tyler Standard Screens - Equivalent U.S.
15 Series Number:

16 Sieve Size	16 Percent Passing by Weight
17 #4	100%
18 #10	95-100%
19 #16	85-100%
20 #30	75-90%
21 #60	15-30%
22 #100	0-5%
23 #200 (wet sieve)	0-1.5%

24
25 Composted Mulch: Material shall be derived from aerobic decomposition of recycled plant
26 waste fully composted; material shall be composted on a paved surface and shall have a
27 moisture content of between 20% and 40%; no visible free water or dust shall be produced
28 when handling the material; fresh sawdust or fresh wood by products shall not have been
29 added after the composting process has begun. No recycled sanican waste shall be used. Yard
30 waste shall be from permitted composting facility. Pure organic matter content shall be
31 between 30% and 50% by weight. 100% of composted yard waste shall pass the 7/16 inch
32 screen and a minimum 50% shall pass the 1/4" screen. Material shall be maintained at a 15%
33 oxygen level throughout the composting process.
34

35 Sandy Loam: Shall be derived from the "A" horizon of naturally occurring, free draining,
36 friable soils. Soils with a high clay content will be rejected. Submit separate sample for
37 approval prior to mixing.
38

39 **9-14.2 Seed**

40 Section 9-14.2 is supplemented with the following:

41
42 Grass seed for Seeded Lawn Installation shall be a blended seed mixture of non-leafy grasses

1 of a commercial grade for home lawn use. The composition, proportion, and quality shall be
2 subject to the advance approval of the Engineer. Grass seed mixtures for playgrounds,
3 pastures, roadside seeding, or other non-residential use shall not be allowed. The approved
4 grass seed mixture shall be applied to the rate of five pounds per 1,000 square feet.
5

6 **9-14.3 Fertilizer**

7 Section 9-14.3 is supplemented with the following:
8

9 The Contractor shall supply a commercially available starter fertilizer designed by the
10 manufacturer for use in new lawn installation applications. The fertilizer formula and
11 application rate shall provide the following types and amounts of nutrients at a minimum:
12

13 Total Nitrogen as N - One pound per thousand square feet

14 Available Phosphoric Acid as P_2O_5 - One pound per thousand square feet

15 Soluble Potash as K_2O - One pound per thousand square feet.

16 50-60 percent of the total nitrogen shall be derived from ureaform or ureformaldehyde.

17 The remainder may be derived from any source.
18

(April 4, 2016)
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 15-048, effective August 3, 2015 is made a part of this contract.

The Standard Plans are revised as follows:

A-30.15
DELETED

A-50.10
Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

A-50.20
Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

A-50.30
Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

A-60.30
Note 4, was – “If the ACP and membrane is to be removed from the bridge deck, see GSP 023106 for deck preparation before placing new membrane.” Is revised to read; “If the ACP and membrane is to be removed from the bridge deck, see GSP 6-02.3(10)D.OPT6.GB6 for deck preparation before placing new membrane.”

B-10.20 and B-10.40
Substitute “step” in lieu of “handhold” on plan

B-15.60
Table, Maximum Knockout Size column, 120” Diam., 42” is revised to read; 96”

B-25.20
Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

B-40.40
Note 2, was – “When bolt-down grates are specified in the Contract, provide two slots in the grate that are centered with the holes in the frame. Location of bolt-down slots varies among different manufacturers.” Is revised to read; ”Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 5/8” (in) – 11 NC x 2” (in) Allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturers.”

B-55.20

Metal Pipe elevation, title is revised to read; “Metal Pipe and Steel Rib Reinforced Polyethylene Pipe”

B-90.40

Offset & Bend details, add the subtitle, “Plan View” above titles

C-8b

Section A, callout, was – “Grout” is revised to read; “Grout ~ 2” (IN) MAX., callout, was – “Anchor Bolt (TYP.) ~ See Detail” is revised to read; “Anchor Bolt or Rod (TYP.) ~ See Detail”, Sheet 2, Detail “A”, callout, was – “Anchor Bolt (TYP.) ~ See Detail”, is revised to read; “Anchor Bolt or Rod (TYP.) ~ See Detail”. Anchor Bolt Detail, DELETED – Headed Bolt DETAIL portion of the ANCHOR BOLT DETAIL. Dimension, “5 1/2” MIN. Threads” is deleted. Add dimension, “1” MAX.” from top of barrier to bottom of the nut, Callout, was – “1” Diam. Threaded Rod ~ ASTM A 419” is revised to read; “1” (IN) Diam. Threaded Full Length Rod or Bolt ~ ASTM F 1554, Grade 105”. Note (Below Title), was – “Galvanize Exposed Anchor Rod End 1’ – 9” Min.” is revised to read; “Galvanized Anchor Bolt Full Length according to ASTM F 2329”. Subtitle – was “Threaded Rod” is revised to read; “Threaded Rod or Bolt”, Sheet 2, Anchor Plate detail, callout, was – 1” DIAM. HOLE (TYP.)” IS REVISED TO READ; “1 1/8” (IN) DIAM. HOLE (TYP.)” , callout, was – “/2” Plate” is revised to read; “1/2” (IN) Plate ~ ASTM A36

C-1

Assembly Detail, Steel Post, (post) callout – was - “W6 x 9 or W6 x 15” is revised to read; “W6 x 8.5 or W6 x 9 or W6 x 15”

C-10

General Note 1, first sentence, was – “Length of W8 x 35 and W6 x 9 shall be determined by measurement from top of ground to top of grout pad.” Is revised to read; “Length of W8 x 35 and W6 x 8.5 or W6 x 9 shall be determined by measurement from top of ground to top of grout pad.”

Sheet 1, Post Base Plate Detail, callout, was – “W6 x 9” is revised to read; “W6 x 8.5 or W6 x 9”

Sheet 1, Box Culvert Guardrail Steel Post Type 2 detail, callout, was – “W6 x 9 Steel Post” is revised to read; “W6 x 8.5 or W6 x 9 Steel Post”

Sheet 1, Post Anchor Attachment Detail, callout, was – “W6 x 9 ~ See Note 1” is revised to read; “W6 x 8.5 or W6 x 9 ~ See Note 1”

Sheet 1, Detail A, callout, was – “W6 x 9 Steel Post ~ See Note 1” is revised to read; “W6 x 8.5 or W6 x 9 Steel Post ~ See Note 1”

Sheet 2, Box Culvert Guardrail Steel Post Type 1, callout, was – “W6 x 9 x 27.5” Steel Post” is revised to read; “W6 x 8.5 x 27.5” (IN) or W6 x 9 x 27.5” (IN) Steel Post”

Sheet 2, Detail B, callout, was – “W6 x 9 x 27.5” Steel Post” is revised to read; “W6 x 8.5 x 27.5” (IN) or W6 x 9 x 27.5” (IN) Steel Post”

C-16a

Note 1, reference C-28.40 is revised to C-20.10

C-16b

Note 3, reference C-28.40 is revised to C-20.10

C-22.14

Plan, callout, was – “Location of Post (Without Block) ~ W6 x 9 Steel Post Only” is revised to read; “Location of Post (Without Block) ~ W6 x 8.5 or W6 x 9 Steel Post Only”

Elevation, callout, was – “Location of Post (Without Block) ~ W6 x 9 Steel Post Only” is revised to read; “Location of Post (Without Block) ~ W6 x 8.5 or W6 x 9 Steel Post Only”

C-22.45

Note 1, was – “This Terminal is FHWA accepted at Test Level Two (TL-2) and may be used in applications with speeds of 40 MPH or less.” Is revised to read: “This Terminal is FHWA accepted at Test Level Two (TL-2) and may be used in applications with speeds of 45 MPH or less.” Plan Title, was – “Beam Guardrail Type 31 Non – Flared Terminal Steel Posts (Posted Speed ~ 40 MPH and Below)” is revised to read: “Beam Guardrail Type 31 Non – Flared Terminal Steel Posts (Posted Speed ~ 45 MPH and Below

D-10.10

Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15

Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.20

Wall Type 3 may be used in all cases. The last sentence of Note 6 on Wall Type 3 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

D-10.25

Wall Type 4 may be used in all cases. The last sentence of Note 6 on Wall Type 4 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

F-10.12

Section Title, was – “Depressed Curb Section” is revised to read: “Depressed Curb and Gutter Section”

F-10.40

“EXTRUDED CURB AT CUT SLOPE”, Section detail - Deleted

F-10.42

DELETE – “Extruded Curb at Cut Slope” View

G-24.40

Sheet 1, Elevation (upper left corner), callout, was – “Sign Brace~ 36” (IN) or larger in width required (See Standard Plan G-50.10)” is revised to read; “Sign Brace (See Standard Plan G-50.10)” Sheet 3, Elevation (upper left corner), callout, was – “Sign Brace~ 36” (IN) or larger in width required (See Standard Plan G-50.10)” is revised to read; “Sign Brace (See Standard Plan G-50.10)”

H-70.20

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

I-80.10

Stabilized Construction Entrance, Isometric View, add Note to read; “Note: At the discretion of the contractor, smaller rock may be used to fill in voids between the quarry spalls to create a walking pathway for crossing the construction entrance.”

J-3

DELETED

J-3b

DELETED

J-3C

DELETED

J-10.21

Note 18, was – “When service cabinet is installed within right of way fence, see Standard Plan J-10.22 for details.” Is revised to read; “When service cabinet is installed within right of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details.”

J-10.22

Key Note 1, was – “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305.” Is revised to read; “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel.”

Key Note 4, “Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt “T” rated). Is revised to read: “Test Switch (SPDT snap action, positive close 15 amp – 120/277 volt “T” rated).”

Key Note 14, was – “Hinged dead front with ¼ turn fasteners or slide latch.” Is revised to read; “Hinged dead front with ¼ turn fasteners or slide latch. ~ Dead front panel bolts shall not extend into the vertical limits of the breaker array(s).”

Key Note 15, was – “Cabinet Main Bonding Jumper. Buss shall be 4 lug tinned copper. See Cabinet Main bonding Jumper detail, Standard Plan J-3b.” is revised to read; “Cabinet Main Bonding Jumper Assembly ~ Buss shall be 4 lug tinned copper ~ See Standard Plan J-10.20 for Cabinet Main Bonding Jumper Assembly details.”

J-20.10

Add Note 5, “5. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

J-20.11

Sheet 2, Foundation Detail, Elevation, callout – “Type 1 Signal Pole” is revised to read: “Type PS or Type 1 Signal Pole”

Sheet 2, Foundation Detail, Elevation, add note below Title, “(Type 1 Signal Pole Shown)”
Add Note 6, “6. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

J-20.26

Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton post.”

J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR.. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 ½” DIAM., is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

J-21.16

Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4’ - 6” is revised to read; 6’-0”
(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½” DIAM. is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

J-28.45

Steel Light Standard Elbow Detail, dimension, was – “1-1/2” MAX.” is revised to read; 2” MAX.. callout, was – “1.00 – 8 UNC x 8” (IN) long bolt threaded full length (ASTM A325 or F1554 GR. 105) with two heavy hex nuts, two plate washers, and a round washer (Typ.) (Galvanized AASHTO M232)” is revised to read; “1.00 – 8 UNC x 8 1/2” (IN) long bolt threaded full length (ASTM A325 or F1554 GR. 105) with two heavy hex nuts, two plate

washers, and a round washer (Typ.) (Galvanized per AASHTO F2329)". callout, was – "3/16" (IN) thick preformed "Fabreeka" fabric pad with 5" (IN) diam. hole ~ cement to flange plate and trim outside edge flush" is revised to read; "3/16" (IN) or 1/4" (IN) thick preformed "Fabreeka" fabric pad with 5" (IN) diam. hole ~ cement to flange plate and trim outside edge flush". Exploded Isometric View, callout, was – "1" (IN) Diam. Heavy Hex Bolt (Typ.)" is revised to read; 1" Diam. Bolt (Typ.). Section B, callout, was – "3 1/2" (IN) x 3/16" (IN)(17" (IN)...". Typical Sections, two traffic barrier views, add dimension [from the top of the pole base plate to the bottom of the Hand Hole]"6" MIN.". all three views, callout, was – "1" (IN) Diam. H. S. bolt w/ hardened lock washer and nut (Typ.) (ASTM A325 or F1554 GR. 105)" is revised to read; "1" (IN) Diam. H. S. bolt w/ hardened lock washer and nut (Typ.) (ASTM A449 or F1554 GR. 105)".

J-28.50

Section D, callout, was – Backup Strip (ref. to key note 3) is revised to read; "Continuous Backup Strip (ref. to key note 3)"

Key Note 3, was – 1/4" Thick, or No thinner than pole wall thickness. Tack weld or seal weld to Base plate. Is revised to read; "1/4" Thick, or No thinner than Pole wall thickness. Tack weld in root or continuous seal weld to Base plate or Pole wall."

J-28.60

Section B, callout, was – "Continuous Back-up ring – 1/4" or no thinner than pole wall thickness ~ tack weld to plate" is revised to read; "Continuous Back-up ring ~ 1/4" or no thinner than pole wall thickness ~ tack weld in root or continuous seal weld to base plate or pole wall"

J-28.70

Detail C, dimension, 2" MAX. is revised to read: 1" MAX.

Detail D, dimension, 2" MAX. is revised to read: 1" MAX.

J-29.10

Galvanized Welded Wire Mesh detail, callout – "Drill and Tap for 1/4" Diam. Cap Screw, 3 Places, @ 9" center, all 4 edges S.S. Screw, ASTM F593 and washer"

Is revised to read;

"*Drill and Tap 1/4" (IN) Diam. x 1" (IN) Cap Screw with washer ~ space approx.. 9" o.c. ~ Liberally coat threads with Anti-seize compound (TYP.)"

Add Boxed note: * Bolts, Nuts, and washers ~ ASTM F593 or A193 Type 304 or Type 316 Stainless Steel (S.S.)

J-29.15

Title, "Camera Pole Standard" is revised to read; "Camera Pole Standard Details"

J-29-16

Title, "Camera Pole Standard Details" is revised to read; "Camera Pole Details"

J-40.10

Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 12” S. S. FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2” (IN) S. S. FLAT WASHER”

J-60.14

All references to J-16b (6x) are revised to read; J-60.11

J-90.10

Section B, callout, “Hardware Mounting Rack ~ S. S. 1-5/8” Slotted Channel” is revised to read: “Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8” Slotted Channel”

J-90.20

Section B, callout, “Hardware Mounting Rack (Typ.) ~ S. S. 1-5/8” Slotted Channel” is revised to read: “Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8” Slotted Channel”

K-80.10

Sign Installation (Fill Section), dimension, 6’ TO 12’ MIN. is revised to read: 12’ MIN.

Sign Installation (Sidewalk and Curb Section), dimension, 6’ TO 12’ MIN. is revised to read: 12’ MIN.

Sign Installation (Behind Traffic Barrier Section), Delete dimensions - 6’ TO 12’ MIN. and 6’ MIN.

Sign with Supplemental Plaque Installation (Fill Section), dimension, 6’ TO 12’ MIN. is revised to read: 12’ MIN.

Sign Installation (Ditch Section), dimension, 6’ TO 12’ MIN. is revised to read: 12’ MIN.

Delete dimension – 6’ MIN.

K-80.30

In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

M-11.10

Layout, dimension (from stop bar to “X”), was – 23’ is revised to read; 24’

M-20.30

Sheet 2, Plan View, One-Way Roadway Recessed Pavement Marker Details, ONE-WAY TRAFFIC arrow symbol, is revised to point in the opposite direction (towards the rpm)

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-40.00-00.....8/11/09	A-50.30-00.....11/17/08
A-10.20-00.....10/5/07	A-40.10-03.....12/23/14	A-50.40-00.....11/17/08
A-10.30-00.....10/5/07	A-40.15-00.....8/11/09	A-60.10-03.....12/23/14

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: 4/22/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Whatcom	Asbestos Abatement Workers	Journey Level	\$43.95	<u>5D</u>	<u>1H</u>	
Whatcom	Boilermakers	Journey Level	\$44.35		<u>1</u>	
Whatcom	Brick Mason	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>	
Whatcom	Brick Mason	Pointer-Caulker-Cleaner	\$52.82	<u>5A</u>	<u>1M</u>	
Whatcom	Building Service Employees	Janitor	\$9.47		<u>1</u>	
Whatcom	Building Service Employees	Shampooer	\$9.47		<u>1</u>	
Whatcom	Building Service Employees	Waxer	\$9.47		<u>1</u>	
Whatcom	Building Service Employees	Window Cleaner	\$9.47		<u>1</u>	
Whatcom	Cabinet Makers (In Shop)	Journey Level	\$24.89		<u>1</u>	
Whatcom	Carpenters	Acoustical Worker	\$54.02	<u>5D</u>	<u>4C</u>	
Whatcom	Carpenters	Bridge, Dock And Wharf Carpenters	\$54.02	<u>5D</u>	<u>4C</u>	
Whatcom	Carpenters	Carpenter	\$54.02	<u>5D</u>	<u>4C</u>	
Whatcom	Carpenters	Carpenters on Stationary Tools	\$54.15	<u>5D</u>	<u>4C</u>	
Whatcom	Carpenters	Creosoted Material	\$54.12	<u>5D</u>	<u>4C</u>	
Whatcom	Carpenters	Floor Finisher	\$54.02	<u>5D</u>	<u>4C</u>	
Whatcom	Carpenters	Floor Layer	\$54.02	<u>5D</u>	<u>4C</u>	
Whatcom	Carpenters	Scaffold Erector	\$54.02	<u>5D</u>	<u>4C</u>	
Whatcom	Cement Masons	Journey Level	\$53.95	<u>7A</u>	<u>1M</u>	
Whatcom	Divers & Tenders	Diver	\$107.22	<u>5D</u>	<u>4C</u>	<u>8A</u>
Whatcom	Divers & Tenders	Diver On Standby	\$64.42	<u>5D</u>	<u>4C</u>	
Whatcom	Divers & Tenders	Diver Tender	\$58.33	<u>5D</u>	<u>4C</u>	
Whatcom	Divers & Tenders	Surface Rcv & Rov Operator	\$58.33	<u>5D</u>	<u>4C</u>	
Whatcom	Divers & Tenders	Surface Rcv & Rov Operator Tender	\$54.27	<u>5A</u>	<u>4C</u>	
Whatcom	Dredge Workers	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>	
Whatcom	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>	
Whatcom	Dredge Workers	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>	

Whatcom	Dredge Workers	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>
Whatcom	Dredge Workers	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>
Whatcom	Dredge Workers	Mates	\$56.44	<u>5D</u>	<u>3F</u>
Whatcom	Dredge Workers	Oiler	\$56.00	<u>5D</u>	<u>3F</u>
Whatcom	Drywall Applicator	Journey Level	\$54.02	<u>5D</u>	<u>1H</u>
Whatcom	Drywall Tapers	Journey Level	\$29.63		<u>1</u>
Whatcom	Electrical Fixture Maintenance Workers	Journey Level	\$13.82		<u>1</u>
Whatcom	Electricians - Inside	Cable Splicer	\$63.94	<u>7H</u>	<u>1E</u>
Whatcom	Electricians - Inside	Construction Stock Person	\$31.71	<u>7H</u>	<u>1D</u>
Whatcom	Electricians - Inside	Journey Level	\$59.69	<u>7H</u>	<u>1E</u>
Whatcom	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>
Whatcom	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>
Whatcom	Electricians - Powerline Construction	Cable Splicer	\$74.92	<u>5A</u>	<u>4D</u>
Whatcom	Electricians - Powerline Construction	Certified Line Welder	\$65.71	<u>5A</u>	<u>4D</u>
Whatcom	Electricians - Powerline Construction	Groundperson	\$44.12	<u>5A</u>	<u>4D</u>
Whatcom	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$65.71	<u>5A</u>	<u>4D</u>
Whatcom	Electricians - Powerline Construction	Journey Level Lineperson	\$65.71	<u>5A</u>	<u>4D</u>
Whatcom	Electricians - Powerline Construction	Line Equipment Operator	\$55.34	<u>5A</u>	<u>4D</u>
Whatcom	Electricians - Powerline Construction	Pole Sprayer	\$65.71	<u>5A</u>	<u>4D</u>
Whatcom	Electricians - Powerline Construction	Powderperson	\$49.16	<u>5A</u>	<u>4D</u>
Whatcom	Electronic Technicians	Journey Level	\$25.09		<u>1</u>
Whatcom	Elevator Constructors	Mechanic	\$85.45	<u>7D</u>	<u>4A</u>
Whatcom	Elevator Constructors	Mechanic In Charge	\$92.35	<u>7D</u>	<u>4A</u>
Whatcom	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.67		<u>1</u>
Whatcom	Fence Erectors	Fence Erector	\$22.97		<u>1</u>
Whatcom	Flaggers	Journey Level	\$37.26	<u>7A</u>	<u>3I</u>
Whatcom	Glaziers	Journey Level	\$56.16	<u>7L</u>	<u>1Y</u>
Whatcom	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$63.18	<u>5J</u>	<u>1S</u>
Whatcom	Heating Equipment Mechanics	Journey Level	\$19.85		<u>1</u>
Whatcom	Hod Carriers & Mason Tenders	Journey Level	\$45.32	<u>7A</u>	<u>3I</u>
Whatcom	Industrial Power Vacuum Cleaner	Journey Level	\$9.47		<u>1</u>
Whatcom	Inland Boatmen	Boat Operator	\$56.78	<u>5B</u>	<u>1K</u>
Whatcom	Inland Boatmen	Cook	\$53.30	<u>5B</u>	<u>1K</u>
Whatcom	Inland Boatmen	Deckhand	\$53.30	<u>5B</u>	<u>1K</u>

Whatcom	Inland Boatmen	Deckhand Engineer	\$54.32	<u>5B</u>	<u>1K</u>	
Whatcom	Inland Boatmen	Launch Operator	\$55.57	<u>5B</u>	<u>1K</u>	
Whatcom	Inland Boatmen	Mate	\$55.57	<u>5B</u>	<u>1K</u>	
Whatcom	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$9.73		<u>1</u>	
Whatcom	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		<u>1</u>	
Whatcom	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		<u>1</u>	
Whatcom	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$9.47		<u>1</u>	
Whatcom	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$10.53		<u>1</u>	
Whatcom	Insulation Applicators	Journey Level	\$54.02	<u>5D</u>	<u>4C</u>	
Whatcom	Ironworkers	Journeyman	\$63.53	<u>7N</u>	<u>10</u>	
Whatcom	Laborers	Air, Gas Or Electric Vibrating Screed	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Airtrac Drill Operator	\$45.32	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Ballast Regular Machine	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Batch Weighman	\$37.26	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Brick Pavers	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Brush Cutter	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Brush Hog Feeder	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Burner	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Caisson Worker	\$45.32	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Carpenter Tender	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Caulker	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Cement Dumper-paving	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Cement Finisher Tender	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Change House Or Dry Shack	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Chipping Gun (under 30 Lbs.)	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Chipping Gun(30 Lbs. And Over)	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Choker Setter	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Chuck Tender	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Clary Power Spreader	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Clean-up Laborer	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Concrete Dumper/chute Operator	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Concrete Form Stripper	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Concrete Placement Crew	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Concrete Saw Operator/core	\$44.76	<u>7A</u>	<u>3I</u>	

		Driller			
Whatcom	Laborers	Crusher Feeder	\$37.26	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Curing Laborer	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Demolition: Wrecking & Moving (incl. Charred Material)	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Ditch Digger	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Diver	\$45.32	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Drill Operator (hydraulic, diamond)	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Dry Stack Walls	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Dump Person	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Epoxy Technician	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Erosion Control Worker	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Faller & Bucker Chain Saw	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Fine Graders	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Firewatch	\$37.26	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Form Setter	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Gabian Basket Builders	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	General Laborer	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Grade Checker & Transit Person	\$45.32	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Grinders	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Grout Machine Tender	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Groutmen (pressure)including Post Tension Beams	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Guardrail Erector	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Hazardous Waste Worker (level A)	\$45.32	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Hazardous Waste Worker (level B)	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Hazardous Waste Worker (level C)	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	High Scaler	\$45.32	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Jackhammer	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Laserbeam Operator	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Maintenance Person	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Manhole Builder-mudman	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Material Yard Person	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Motorman-dinky Locomotive	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$44.76	<u>7A</u>	<u>3I</u>

Whatcom	Laborers	Pavement Breaker	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Pilot Car	\$37.26	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Pipe Layer Lead	\$45.32	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Pipe Layer/tailor	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Pipe Pot Tender	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Pipe Reliner	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Pipe Wrapper	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Pot Tender	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Powderman	\$45.32	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Powderman's Helper	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Power Jacks	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Railroad Spike Puller - Power	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Raker - Asphalt	\$45.32	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Re-timberman	\$45.32	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Remote Equipment Operator	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Rigger/signal Person	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Rip Rap Person	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Rivet Buster	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Rodder	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Scaffold Erector	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Scale Person	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Sloper (over 20")	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Sloper Sprayer	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Spreader (concrete)	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Stake Hopper	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Stock Piler	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Tamper (multiple & Self-propelled)	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Timber Person - Sewer (lagger, Shorer & Cribber)	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Toolroom Person (at Jobsite)	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Topper	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Track Laborer	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Track Liner (power)	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Traffic Control Laborer	\$39.84	<u>7A</u>	<u>3I</u>	<u>8R</u>
Whatcom	Laborers	Traffic Control Supervisor	\$39.84	<u>7A</u>	<u>3I</u>	<u>8R</u>
Whatcom	Laborers	Truck Spotter	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Tugger Operator	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$74.29	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$79.32	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Compressed Air	\$83.00	<u>7A</u>	<u>3I</u>	<u>8Q</u>

		Worker 44.01-54.00 psi				
Whatcom	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$88.70	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$90.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$95.92	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$97.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$99.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$101.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Guage and Lock Tender	\$45.42	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Miner	\$45.42	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	Laborers	Vibrator	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Vinyl Seamer	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Watchman	\$33.86	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Welder	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Well Point Laborer	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Window Washer/cleaner	\$33.86	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers - Underground Sewer & Water	General Laborer & Topman	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers - Underground Sewer & Water	Pipe Layer	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$11.50		<u>1</u>	
Whatcom	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$11.50		<u>1</u>	
Whatcom	Landscape Construction	Landscaping Or Planting Laborers	\$11.50		<u>1</u>	
Whatcom	Lathers	Journey Level	\$54.02	<u>5D</u>	<u>1H</u>	
Whatcom	Marble Setters	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>	
Whatcom	Metal Fabrication (In Shop)	Fitter	\$13.81		<u>1</u>	
Whatcom	Metal Fabrication (In Shop)	Laborer	\$9.47		<u>1</u>	
Whatcom	Metal Fabrication (In Shop)	Machine Operator	\$13.81		<u>1</u>	
Whatcom	Metal Fabrication (In Shop)	Welder	\$13.81		<u>1</u>	
Whatcom	Millwright	Journey Level	\$30.79		<u>1</u>	
Whatcom	Modular Buildings	Journey Level	\$9.47		<u>1</u>	
Whatcom	Painters	Journey Level	\$39.35	<u>6Z</u>	<u>2B</u>	
Whatcom	Pile Driver	Journey Level	\$54.27	<u>5D</u>	<u>4C</u>	
Whatcom	Plasterers	Journey Level	\$51.68	<u>7Q</u>	<u>1R</u>	
Whatcom	Playground & Park Equipment Installers	Journey Level	\$9.47		<u>1</u>	
Whatcom	Plumbers & Pipefitters	Journey Level	\$65.52	<u>5A</u>	<u>1G</u>	
Whatcom	Power Equipment Operators	Asphalt Plant Operators	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	Power Equipment Operators	Assistant Engineer	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Barrier Machine (zipper)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Batch Plant Operator, Concrete	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Bobcat	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Brooms	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Bump Cutter	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cableways	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Chipper	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Compressor	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Conveyors	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cranes Friction: 200 tons and over	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	Power Equipment Operators	Crusher	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Derricks, On Building Work	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Dozers D-9 & Under	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Drilling Machine	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Gradechecker/stakeman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Guardrail Punch	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Horizontal/directional Drill Locator	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Horizontal/directional Drill Operator	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Hydralifts/boom Trucks Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Loaders, Plant Feed	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Loaders: Elevating Type Belt	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Locomotives, All	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Material Transfer Device	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	Power Equipment Operators	Motor Patrol Graders	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Pavement Breaker	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Posthole Digger, Mechanical	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Power Plant	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Pumps - Water	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Rigger And Bellman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Rollagon	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Roller, Other Than Plant Mix	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Roto-mill, Roto-grinder	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Saws - Concrete	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Scrapers - Concrete & Carry All	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Service Engineers - Equipment	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shotcrete/gunite Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Tons.				
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Slipform Pavers	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Spreader, Topsider & Screedman	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Subgrader Trimmer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Tower Bucket Elevators	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Transporters, All Track Or Truck Type	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Trenching Machines	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Truck Mount Portable Conveyor	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Welder	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Wheel Tractors, Farmall Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Yo Yo Pay Dozer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Brooms	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Cableways	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Chipper	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Compressor	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Crusher	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Gradechecker/stakeman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Locator	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Operator	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom Trucks Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-	Material Transfer Device	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>

	Underground Sewer & Water					
Whatcom	Power Equipment Operators-Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Rigger And Bellman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Service Engineers - Equipment	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Shotcrete/gunite Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Welder	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$45.75	<u>5A</u>	<u>4A</u>	
Whatcom	Power Line Clearance Tree Trimmers	Spray Person	\$43.38	<u>5A</u>	<u>4A</u>	
Whatcom	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$45.75	<u>5A</u>	<u>4A</u>	
Whatcom	Power Line Clearance Tree Trimmers	Tree Trimmer	\$40.84	<u>5A</u>	<u>4A</u>	
Whatcom	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$30.74	<u>5A</u>	<u>4A</u>	
Whatcom	Refrigeration & Air Conditioning Mechanics	Journey Level	\$23.95		<u>1</u>	
Whatcom	Residential Brick Mason	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>	
Whatcom	Residential Carpenters	Journey Level	\$23.81		<u>1</u>	
Whatcom	Residential Cement Masons	Journey Level	\$27.28		<u>1</u>	
Whatcom	Residential Drywall Applicators	Journey Level	\$25.00		<u>1</u>	
Whatcom	Residential Drywall Tapers	Journey Level	\$23.91		<u>1</u>	
Whatcom	Residential Electricians	Journey Level	\$37.65		<u>1</u>	
Whatcom	Residential Glaziers	Journey Level	\$13.79		<u>1</u>	
Whatcom	Residential Insulation Applicators	Journey Level	\$13.96		<u>1</u>	
Whatcom	Residential Laborers	Journey Level	\$20.00		<u>1</u>	
Whatcom	Residential Marble Setters	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>	
Whatcom	Residential Painters	Journey Level	\$17.43		<u>1</u>	
Whatcom	Residential Plumbers & Pipefitters	Journey Level	\$28.26		<u>1</u>	
Whatcom	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$37.72	<u>5A</u>	<u>1G</u>	
Whatcom	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$34.87	<u>7J</u>	<u>1I</u>	
Whatcom	Residential Soft Floor Layers	Journey Level	\$23.46		<u>1</u>	
Whatcom	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$13.23		<u>1</u>	
Whatcom	Residential Stone Masons	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>	
Whatcom	Residential Terrazzo Workers	Journey Level	\$9.47		<u>1</u>	
Whatcom	Residential Terrazzo/Tile Finishers	Journey Level	\$14.00		<u>1</u>	

Whatcom	Residential Tile Setters	Journey Level	\$9.47		<u>1</u>
Whatcom	Roofers	Journey Level	\$25.27		<u>1</u>
Whatcom	Sheet Metal Workers	Journey Level (Field or Shop)	\$59.42	<u>7F</u>	<u>1E</u>
Whatcom	Shipbuilding & Ship Repair	Boilermaker	\$40.87	<u>7M</u>	<u>1H</u>
Whatcom	Shipbuilding & Ship Repair	Carpenter	\$15.16		<u>1</u>
Whatcom	Shipbuilding & Ship Repair	Crane Operator	\$16.04		<u>1</u>
Whatcom	Shipbuilding & Ship Repair	Electrician	\$15.18		<u>1</u>
Whatcom	Shipbuilding & Ship Repair	Heat & Frost Insulator	\$63.18	<u>5J</u>	<u>1S</u>
Whatcom	Shipbuilding & Ship Repair	Inside Machinist	\$16.70		<u>1</u>
Whatcom	Shipbuilding & Ship Repair	Laborer	\$23.38		<u>1</u>
Whatcom	Shipbuilding & Ship Repair	Outside Machinist	\$14.69		<u>1</u>
Whatcom	Shipbuilding & Ship Repair	Painter	\$15.16		<u>1</u>
Whatcom	Shipbuilding & Ship Repair	Pipefitter	\$15.18		<u>1</u>
Whatcom	Shipbuilding & Ship Repair	Sheet Metal	\$20.26		<u>1</u>
Whatcom	Shipbuilding & Ship Repair	Welder/burner	\$15.21		<u>1</u>
Whatcom	Sign Makers & Installers (Electrical)	Journey Level	\$16.03		<u>1</u>
Whatcom	Sign Makers & Installers (Non-Electrical)	Journey Level	\$14.23		<u>1</u>
Whatcom	Soft Floor Layers	Journey Level	\$44.11	<u>5A</u>	<u>3D</u>
Whatcom	Solar Controls For Windows	Journey Level	\$9.47		<u>1</u>
Whatcom	Sprinkler Fitters (Fire Protection)	Journey Level	\$54.76	<u>7J</u>	<u>1R</u>
Whatcom	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		<u>1</u>
Whatcom	Stone Masons	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>
Whatcom	Street And Parking Lot Sweeper Workers	Journey Level	\$15.00		<u>1</u>
Whatcom	Surveyors	All Classifications	\$36.16	<u>Null</u>	<u>1</u>
Whatcom	Telecommunication Technicians	Journey Level	\$43.32	<u>7E</u>	<u>1E</u>
Whatcom	Telephone Line Construction - Outside	Cable Splicer	\$37.60	<u>5A</u>	<u>2B</u>
Whatcom	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$20.79	<u>5A</u>	<u>2B</u>
Whatcom	Telephone Line Construction - Outside	Installer (Repairer)	\$36.02	<u>5A</u>	<u>2B</u>
Whatcom	Telephone Line Construction - Outside	Special Aparatus Installer I	\$37.60	<u>5A</u>	<u>2B</u>
Whatcom	Telephone Line Construction - Outside	Special Apparatus Installer II	\$36.82	<u>5A</u>	<u>2B</u>
Whatcom	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$37.60	<u>5A</u>	<u>2B</u>
Whatcom	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$34.94	<u>5A</u>	<u>2B</u>
Whatcom	Telephone Line Construction -	Telephone Lineperson	\$34.93	<u>5A</u>	<u>2B</u>

	Outside				
Whatcom	Telephone Line Construction - Outside	Television Groundperson	\$19.73	<u>5A</u>	<u>2B</u>
Whatcom	Telephone Line Construction - Outside	Television Lineperson/Installer	\$26.31	<u>5A</u>	<u>2B</u>
Whatcom	Telephone Line Construction - Outside	Television System Technician	\$31.50	<u>5A</u>	<u>2B</u>
Whatcom	Telephone Line Construction - Outside	Television Technician	\$28.23	<u>5A</u>	<u>2B</u>
Whatcom	Telephone Line Construction - Outside	Tree Trimmer	\$34.93	<u>5A</u>	<u>2B</u>
Whatcom	Terrazzo Workers	Journey Level	\$47.46	<u>5A</u>	<u>1M</u>
Whatcom	Tile Setters	Journey Level	\$47.46	<u>5A</u>	<u>1M</u>
Whatcom	Tile, Marble & Terrazzo Finishers	Finisher	\$38.29	<u>5A</u>	<u>1B</u>
Whatcom	Traffic Control Stripers	Journey Level	\$17.41		<u>1</u>
Whatcom	Truck Drivers	Asphalt Mix	\$30.15		<u>1</u>
Whatcom	Truck Drivers	Dump Truck	\$19.32		<u>1</u>
Whatcom	Truck Drivers	Dump Truck And Trailer	\$19.32		<u>1</u>
Whatcom	Truck Drivers	Other Trucks	\$14.48		<u>1</u>
Whatcom	Truck Drivers	Transit Mixer	\$16.81		<u>1</u>
Whatcom	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$15.00		<u>1</u>
Whatcom	Well Drillers & Irrigation Pump Installers	Oiler	\$9.47		<u>1</u>
Whatcom	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.02		<u>1</u>

Benefit Code Key – Effective 3/2/2016 thru 8/30/2016

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 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.
 - 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.

Overtime Codes Continued

1. 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.
- 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.
- 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 approval 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.
- 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.

Overtime Codes Continued

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.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - 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.
3. 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. 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.
 - C. 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 one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. 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.

Overtime Codes Continued

3.
 - D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am 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.
 - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
 - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. 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 work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. 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.
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 over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
 - C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

Overtime Codes Continued

4. D. 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 Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the 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.

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 Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. 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. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. 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 double the hourly rate of wage.

- G. All hours worked on Saturdays 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).

Benefit Code Key – Effective 3/2/2016 thru 8/30/2016

Holiday Codes Continued

5. 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.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- 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).
- 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).
- 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, the Friday 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).

Benefit Code Key – Effective 3/2/2016 thru 8/30/2016

Holiday Codes Continued

6. 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.

Benefit Code Key – Effective 3/2/2016 thru 8/30/2016

Holiday Codes Continued

7. 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.
- 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.
- 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.
- R. 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). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- T. 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). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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

Note Codes Continued

8. 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.
- 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.
- R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs 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. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs 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. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.

APPENDIX B – FEDERAL PREVAILING WAGE RATES
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Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

ELEC0191-001 06/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 40.21	17.73

ENGI0302-031 06/01/2013

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 37.39	16.65
Group 1AA.....	\$ 37.96	16.65
Group 1.....	\$ 36.84	16.65
Group 2.....	\$ 36.35	16.65
Group 3.....	\$ 35.93	16.65
Group 4.....	\$ 33.57	16.65

Zone Differential (Add to Zone 1 rates):
 Zone 2 (26-45 radius miles) - \$1.00
 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AA - Excavator/Trackhoe: Over 90 metric tons

GROUP 1A - Excavator/Trackhoe: over 50 metric tons to 90 metric tons; Backhoe-6 yards and over with attachments

GROUP 1 - Excavator/Trackhoe: over 30 metric tons to 50 metric tons; Dozer D-10; Screedman; Scrapers: 45 yards and over; Grader/Blade;Paver

GROUP 2 - Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons; Horizontal/directional drill operator; Scraper: under 45 tons; Piledriver; Boring Machine; Backhoe: 3 yards and under, over 75 hp

GROUP 3 - Dozers-D-9 and under; Motor patrol grader-nonfinishing; Roller-Plant Mix; Excavator/Trackhoe: under 15 metric tons; Service Oiler; Forklift: 3,000 lbs and over with attachments; Boom Truck over 10 tons; Backhoe: 75 hp and under

GROUP 4 - Roller-other than plant mix; Forklift: under 3,000 lbs with attachments Grade Checker; Drill Assistant; Boom Truck 10 tons and under

IRON0086-010 07/01/2015

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 40.04	23.19

LABO0001-027 06/01/2014

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 25.79	10.30
GROUP 3.....	\$ 32.29	10.30
GROUP 4.....	\$ 33.08	10.30
GROUP 5.....	\$ 33.62	10.30

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
 TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
 TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
 city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the
 respective city hall
 ZONE 3 - More than 45 radius miles from the respective city
 hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagger

GROUP 3: General or Common Laborer; Mason
 Tender-Cement/Concrete; Form-Stripping

GROUP 4: Grade Checker; Pipelayer; high Scaler; Handheld
 Drill

GROUP 5: Mason Tender-Brick

PAIN0005-008 07/01/2015

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 23.05	10.85

* TEAM0174-005 06/01/2015

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 2:.....	\$ 32.18	17.27

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 2 - Semi-Trailer Truck

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

SUWA2009-069 08/07/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.50	6.30
LABORER: Landscape & Irrigation.....	\$ 12.27	2.73
OPERATOR: Asphalt Plant.....	\$ 34.14	0.68
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 10.63	0.00
OPERATOR: Broom/Sweeper.....	\$ 27.03	4.67
OPERATOR: Crane.....	\$ 28.43	7.40
OPERATOR: Loader.....	\$ 26.84	7.60
OPERATOR: Mechanic.....	\$ 29.74	6.31
OPERATOR: Power Shovel.....	\$ 25.12	7.83
TRUCK DRIVER, Includes Dump Truck.....	\$ 20.40	5.90
TRUCK DRIVER: Dump (Trailer) Truck.....	\$ 13.00	0.26

TRUCK DRIVER: Flatbed Truck.....\$ 22.74	6.29
TRUCK DRIVER: Lowboy Truck.....\$ 22.89	5.72
TRUCK DRIVER: Water Truck.....\$ 23.46	6.06

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



**APPENDIX C – WASHINGTON STATE DEPARTMENT OF COMMERCE DRINKING
WATER STATE REVOLVING FUND (DWSRF) SPECIFICATION INSERT**
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WASHINGTON STATE DEPARTMENT OF COMMERCE DRINKING WATER STATE REVOLVING FUND (DWSRF)

SPECIFICATIONS INSERT

The following clauses will be incorporated into construction contracts receiving financial assistance from the Washington State Department of Commerce Drinking Water State Revolving Fund. In the event of conflict within the contract these clauses shall take precedence.

Required Bid Submittals

The following submittals are required to be submitted with the bid proposal:

- Complete Bidders List
- Attachment 3 – Certification of Non-Segregated Facilities

Compliance with State and Local Laws

The Contractor shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

Civil Rights

All contracts must include and comply with the following:

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794

(n)o otherwise qualified individual with a disability in the United States . . . shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance

The Age Discrimination Act of 1975, 42 U.S.C. § 6102

no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving financial assistance.

Equal Employment Opportunity, Executive Order No. 11246 (1965)

Through a series of Executive Orders, and a decision by the Equal Employment Opportunity Commission, the federal government has established a national policy designed to battle discrimination based on race, color, sex, religion, and national origin in federal assistance programs and to enhance hiring, training, and promotion opportunities for minorities and women in construction programs financed, in part, by federal dollars.

If a Contract exceeds \$10,000, the Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60.

Contractor's compliance with Executive Order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

Must be included in all contracts:

Equal Opportunity Clause (41 CFR part 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase

order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Federal Equal Employment Opportunity Construction Contract Specifications
(Executive Order 11246 and 41 CFR part 60-4.3)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of

employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Registering notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative action's to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading

- programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of

- solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the

degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Reporting Requirements (EEO-1)

On or before September 30 of each year, a contractor that is subject to Title VII of the Civil Rights Act of 1964, as amended, and that has 100 or more employees, shall file with the EEOC or its delegate an "Employer Information Report EEO-1". Instructions on how to file are available on the EEOC's website at <http://www.eeoc.gov/employers/eo1survey/howtofile.cfm>. The contractor shall retain a copy of the most recent report filed.

Segregated Facilities (41 CFR part 60-1.8)

The contractor shall ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

Provision

During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

The Contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work.

"The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements.

Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract.”

Buy American

Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

The act defines iron and steel products as, “...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.”

Prohibition Statement

Pursuant to Section 106 of the Trafficking Victims Protection Act of 2009, as amended, the Contractor and its employees may not engage in severe forms of trafficking in persons during the period of time the Contract is in effect, procure a commercial sex act during the period of time the Contract is in effect, or use forced labor during the performance of this Contract. The Contractor shall require this prohibition statement in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work.

In the event that the Contractor or any of its employees is determined to have violated the terms of this section, this Contract may be terminated.

Prevailing Wage

The work performed under this contract is subject to the wage requirements of the Davis-Bacon Act. The Contractor shall conform to the wage requirements prescribed by the federal Davis-Bacon and Relate Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part by SRF appropriations in excess of \$2000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area. Attachment 1A or 1B to this specification insert, and an up to date wage determination **must** be included in full into any contract and in any subcontract in excess of \$2,000. Wage determinations can be found at <http://www.wdol.gov>.

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONTRACTOR shall provide immediate written notice to the Department if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department upon request. RECIPIENT/CONTRACTOR must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

Disadvantaged Business Enterprises

Small, minority and women-owned firms should be afforded the maximum opportunity to compete for and obtain bid documents for projects funded by the DWSRF program. The level of participation by small, minority and women-owned firms should be consistent with their general availability within the professional community involved.

General Compliance (40 CFR Part 33).

The contractor shall comply with the requirements of the Environmental Protection Agency’s Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington’s Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The contractor agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The contractor shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women’s Enterprises at 360-704-1181.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

Fair Share Objective Goal (40 CFR Part 33 Subpart D).

A fair share objective is a goal based on the capacity and availability of qualified, certified Minority Business Enterprises (MBEs) and Women’s Business Enterprises (WBEs) in the relevant geographic market. As mandated by EPA, all general contractors and subcontractors must comply with the requirements of the EPA’s Program for Utilization of Small, Minority, and Women’s Business Enterprises (40 CFR, Part 33) in procurement under the DWSRF program.

The goals for the utilization of disadvantaged businesses are as follows:

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

All general contractors and subcontractors must accept the fair share objective/goals stated above and attest to the fact they are purchasing the same or similar construction, supplies, services, and equipment, in the same or similar relevant geographic buying market as the Washington Office of Minority Women Business goals.

Under the DWSRF program, borrowers receiving a total of \$250,000 or less in EPA funds in a given fiscal year are exempted from the Fair Share Objective requirements.

IMPORTANT: Only MBEs and WBEs that are certified by EPA, SBA, DOT, or by state, local, tribal or private entities whose certification criteria match EPA's can be counted towards the MBEs and WBEs utilization goal.

MBE/WBE Reporting (40 CFR Part 33 Parts 33.302, 33.502 and 33.503).

Subcontractors may submit documentation to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

Bidders List (40 CFR Part 33 part 33.501)

All bidders shall submit the following information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) with their bid proposal.

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

Contract Administration Provisions (40 CFR part 33.302).

The contractor shall comply with the contract administration provisions of 40 CFR, Part33.302.

1. The contractor shall pay its subcontractor for satisfactory performance no more than 30 days from the contractor's receipt of payment.
2. The contractor shall notify the owner in writing prior to any termination of a DBE subcontractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the contractor shall employ the six good faith efforts when soliciting a replacement subcontractor.
4. The contractor shall employ the six good faith efforts even if the contractor has achieved its fair share objectives.

Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Commerce Drinking Water State Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Access to the Construction Site and to Records

The contractor shall provide for the safe access to the construction site and to the contractor's records by Washington State Department of Commerce, Washington State Department of Health, and Environmental Protection Agency (EPA) personnel.

The Contractor shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records.

These Project records shall be separate and distinct from the Contractor's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Commerce, Washington State Department of Health and EPA personnel for examination. All records pertinent to this project shall be retained by the Contractor for a period of three (3) years after the final audit.

Attachments:

1. Wage Rate Requirements For Subrecipients
 - a. Attachment 1A for municipal borrowers
2. Current Wage Rate Determination (Verified by CAU project Manager)
3. Certification Of Nonsegregated Facilities
4. Notice To Labor Unions Or Other Organization Of Workers: Non-Discrimination In Employment
5. Buy American Requirements – The Use of American Iron and Steel

WAGE RATE REQUIREMENTS FOR SUBRECIPIENTS

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. Subrecipients need to submit the wage determination to Department of Commerce, Contracts Administration Unit project manager prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors ordering instruments unless subsequently directed otherwise by the State recipient Award Official. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

ATTACHMENT 1A

LABOR STANDARDS PROVISIONS

MUNICIPAL BORROWERS

Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The

State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the

Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the

Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic

receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent

documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

**ATTACHMENT 2
FEDERAL & STATE WAGE RATE DETERMINATIONS**

(Please Refer to Appendix A and B)

ATTACHMENT 3

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature

Date

Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

ATTACHMENT 4
NOTICE TO LABOR UNIONS OR OTHER ORGANIZATION OF WORKERS:
NON-DISCRIMINATION IN EMPLOYMENT

TO: _____
(name of union or organization of worker)

The undersigned currently holds contract(s) with _____
(name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(contractor or subcontractor(s))

(Date)

ATTACHMENT 5 BUY AMERICAN REQUIREMENT USE OF AMERICAN IRON AND STEEL

MUST BE INCLUDED IN ALL CONTRACTS (PRIME AND SUB-CONTRACTORS):

This provision applies to projects for the construction, alteration, maintenance, or repair of a public water system as defined in the Safe Drinking Water Act (42 U.S.C 300j-12). This provision does not apply if the engineering plans and specification for the project were approved by the Department of Health prior the January 17, 2014.

The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Loan Fund which contains provision commonly known as “Buy American;” that requires all of iron and steel products used in the project be produced in the United States (Buy American Requirements). The act defines iron and steel products as, “. . .the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.”

The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that:

- a) The Contractor has reviewed and understands the Buy American Requirements,
- b) All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and
- c) The contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Project Owner or the State.

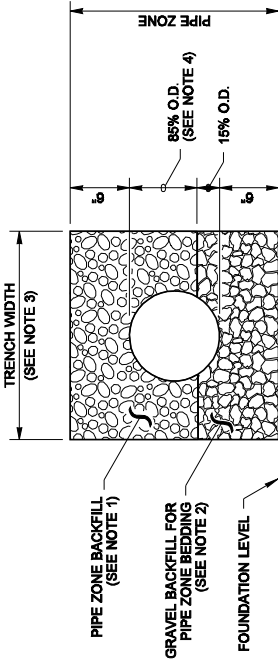
Notwithstanding any other provisions of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney’s fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or part, from the State or any damages owed to the State by the Project Owner). While the contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

**APPENDIX D – TRAFFIC CONTROL PLANS & WSDOT STANDARD
PLANS**

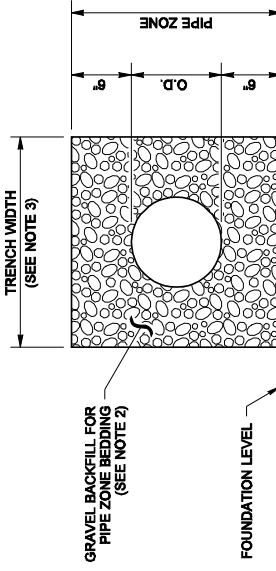
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NOTES

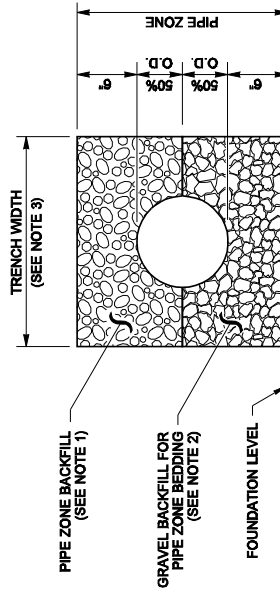
1. See Standard Specifications Section 7-08.3(3) for Pipe Zone Backfill.
2. See Standard Specifications Section 9-03.12(3) for Gravel Backfill for Pipe Zone Bedding.
3. See Standard Specifications Section 2-09.4 for Measurement of Trench Width.
4. For sanitary sewer installation, concrete pipe shall be bedded to spring line.



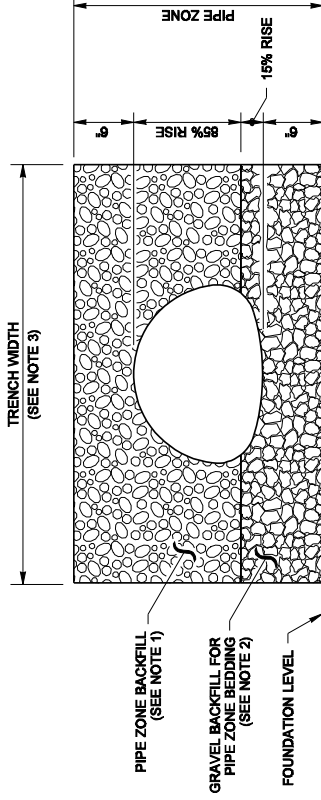
CONCRETE AND DUCTILE IRON PIPE



THERMOPLASTIC PIPE

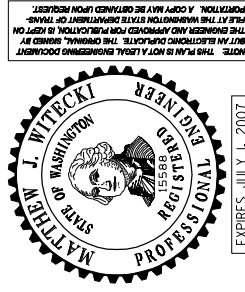


METAL PIPE



PIPE ARCHES

CLEARANCE BETWEEN PIPES FOR MULTIPLE INSTALLATIONS	
PIPE	MINIMUM DISTANCE BETWEEN BARRELS
CIRCULAR PIPE (DIAMETER)	12"
PIPE ARCH (SPAN)	DIAM. / 2
METAL ONLY	48"
12" to 24"	12"
30" to 96"	48"
102" to 180"	12"
18" to 36"	SPAN / 3
43" to 142"	48"
148" to 200"	

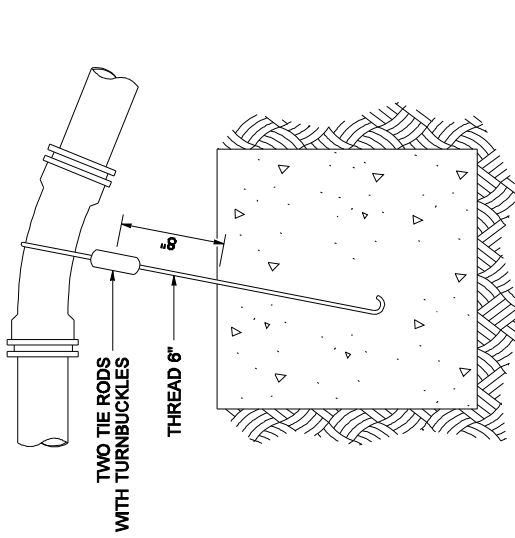


PIPE ZONE BEDDING AND BACKFILL
STANDARD PLAN B-55.20-00
 SHEET 1 OF 1 SHEET

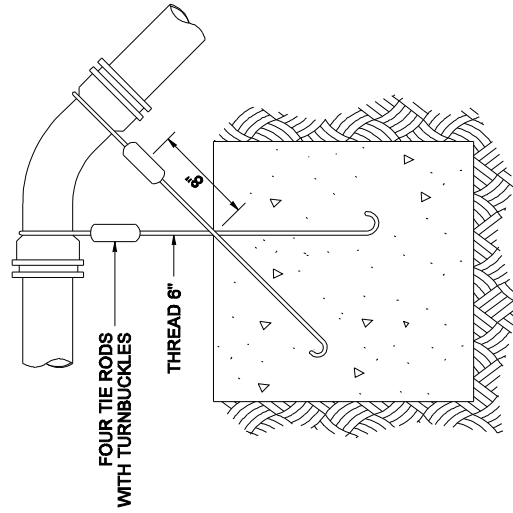
APPROVED FOR PUBLICATION
Harold J. Peterfeso 06-01-06
 STATE DESIGN ENGINEER DATE
 Washington State Department of Transportation

NOTE

Steel tie rods to be heavily coated with asphalt after installation.



BLOCKING FOR 11.25° OR 22.5° VERTICAL BENDS



BLOCKING FOR 45° VERTICAL BENDS

DIMENSION TABLE						
PIPE DIAM.	TEST PRESSURE (PSI)	BEND ANGLE	CONCRETE VOLUME (Ft ³)	CUBE SIZE (Ft)	TIE ROD DIAM.	TIE ROD EMBEDMENT
4"	250	11.25°	6	1.8	5/8"	17"
		22.5°	12	2.3		
		45°	22	2.8		
6"	250	11.25°	14	2.4	5/8"	17"
		22.5°	27	3.0		
		45°	50	3.7		
8"	250	11.25°	25	2.9	5/8"	17"
		22.5°	48	3.6		
		45°	89	4.5		
10"	250	11.25°	38	3.4	5/8"	17"
		22.5°	75	4.2		
		45°	139	5.2		
12"	250	11.25°	55	3.8	5/8"	17"
		22.5°	108	4.8		
		45°	200	5.8		
14"	250	11.25°	75	4.2	7/8"	24"
		22.5°	147	5.3	5/8"	17"
		45°	272	6.5	1"	20"
16"	250	11.25°	98	4.6	5/8"	17"
		22.5°	192	5.8	7/8"	24"
		45°	355	7.1	1 1/8"	30"



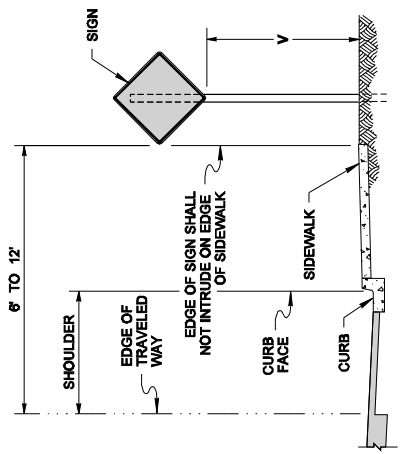
NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT. THE ENGINEER HAS ASSIGNED FOR EXECUTION IN THIS PLAN AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

CONCRETE THRUST BLOCK FOR CONVEX VERTICAL BENDS
STANDARD PLAN B-90-50-00
SHEET 1 OF 1 SHEET

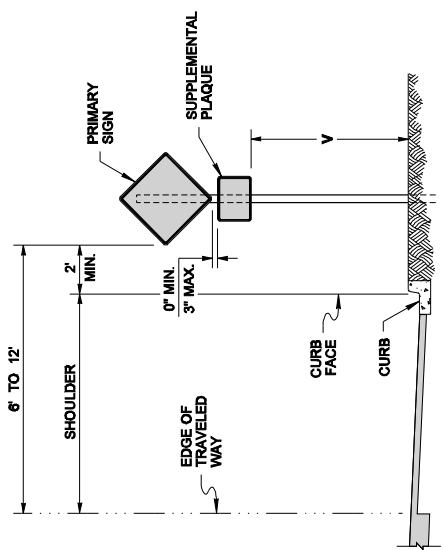
APPROVED FOR PUBLICATION
Harold J. Peterfeso
STATE DESIGN ENGINEER
Washington State Department of Transportation
DATE **06-08-06**

NOTES

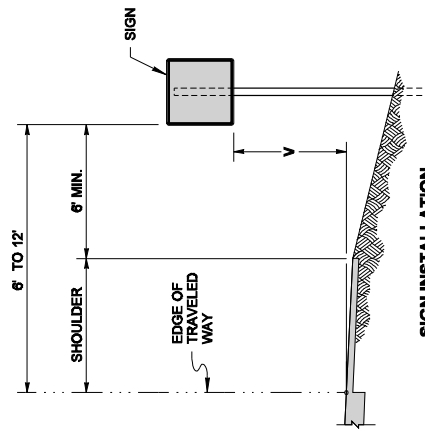
1. For sign installation details, see Std. Plan G - series.
2. In rural areas, the "V" Height can be a minimum of 7 feet for primary signs and 6 feet for the supplemental plaques for greater visibility, as directed by the engineer.
3. The "V" height for signs, with an area of more than 50 square feet and two or more sign supports, is 7 feet in both rural and urban areas.



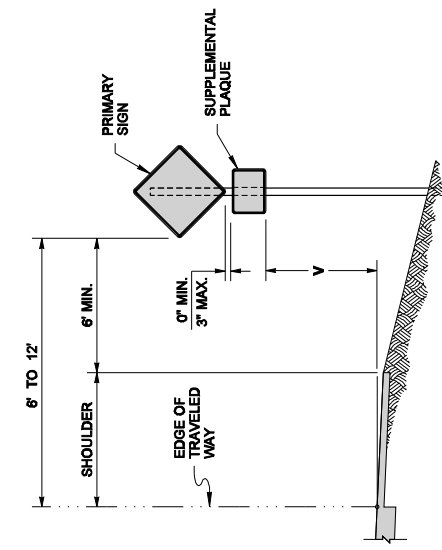
SIGN INSTALLATION (SIDEWALK AND CURB SECTION)



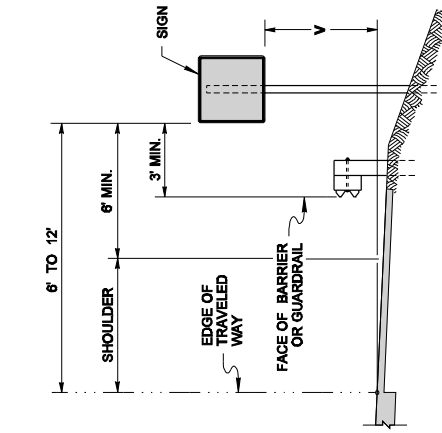
SIGN INSTALLATION (CURB SECTION)



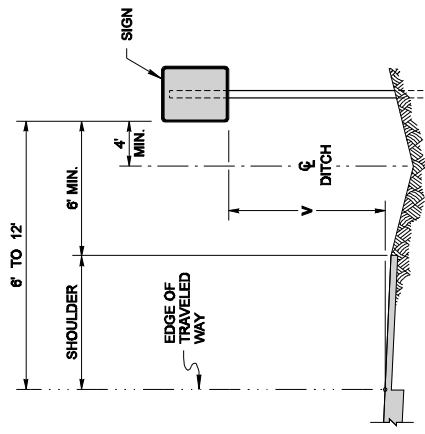
SIGN INSTALLATION (FILL SECTION)



SIGN WITH SUPPLEMENTAL PLAQUE INSTALLATION (FILL SECTION)

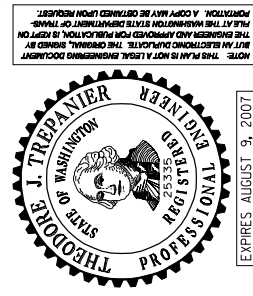


SIGN INSTALLATION (BEHIND TRAFFIC BARRIER)



SIGN INSTALLATION (DITCH SECTION)

	HEIGHT V	TO BOTTOM OF SIGN TO BOTTOM OF SUPPLEMENTAL PLAQUE (WHEN REQUIRED)
RURAL	5' MINIMUM	4' MINIMUM
URBAN	7' MINIMUM	6' MINIMUM

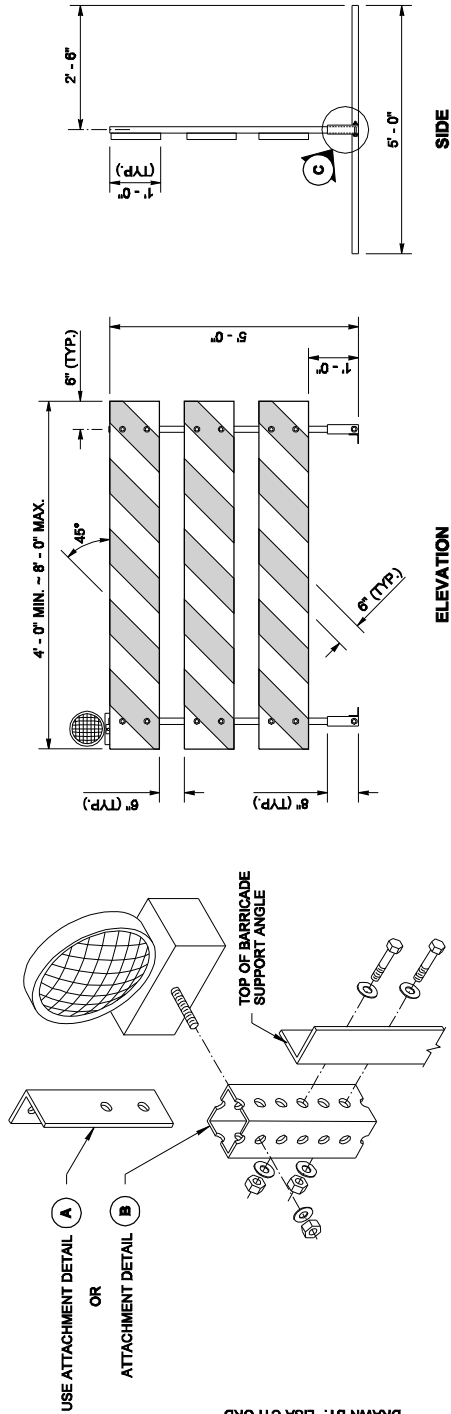


CLASS A CONSTRUCTION SIGNING INSTALLATION STANDARD PLAN K-80.10-00
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Ken L. Smith 02-21-07
STATE DESIGN ENGINEER DATE
Washington State Department of Transportation

NOTES

1. All fasteners may be zinc plated, galvanized or stainless steel. All steel angle and tubular steel shall be hot-rolled, high carbon steel, painted or galvanized.
2. Install one lightweight Type A Low-Intensity flashing warning light on the traffic side of the barricade. Install two Type A Low-Intensity flashing warning lights per barricade when the barricades are used to close a roadway. Attach the light to the barricade according to the light manufacturer's recommendations or use the details shown on this plan.
3. Stripes on barricade rails shall be alternating orange and white retroreflective stripes (sloping downward at an angle of 45 degrees in the direction traffic is to pass).
4. The Type 3 barricade design shown on this plan meets the crash test requirements of NCHRP 350. Alternative designs may be approved if they conform to the NCHRP 350 crash test criteria and the MUTCD.
5. When a sign is mounted on the barricade, it shall be securely bolted to at least two plywood panels. The top of the sign shall not be higher than the top panel of the barricade.
6. When sandbags are used in freezing weather, Urea fertilizer shall be mixed with the sand in a quantity to prevent the sand from freezing.



TYPE 3 BARRICADE

TYPE 3 BARRICADE

STANDARD PLAN K-80.20-00

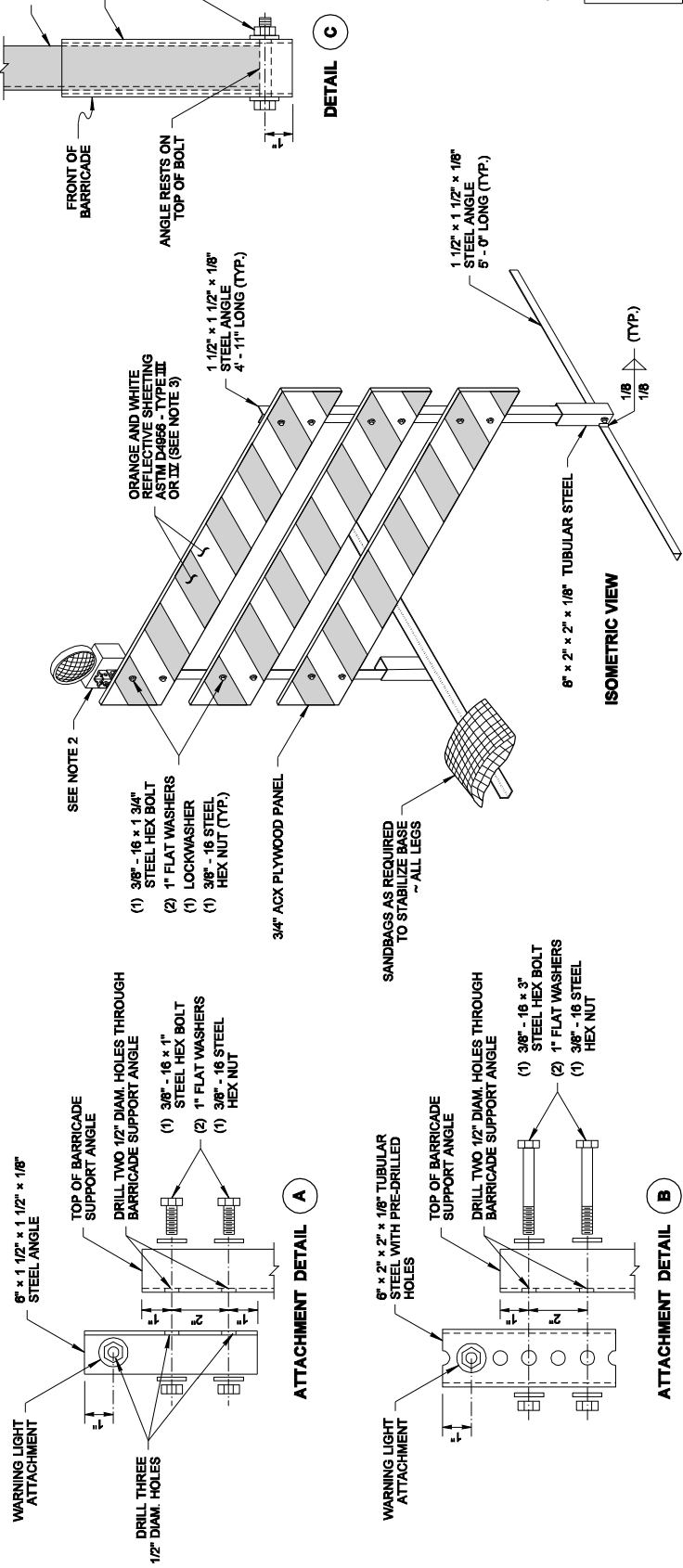
SHEET 1 OF 2 SHEETS

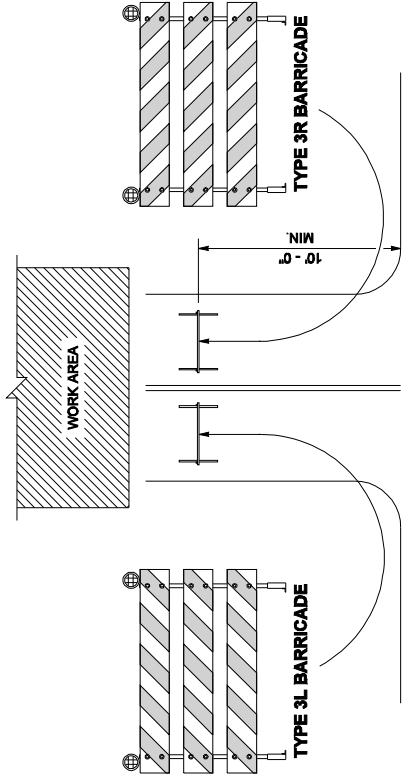
APPROVED FOR PUBLICATION

Kevin J. Dayton DATE **12-20-06**

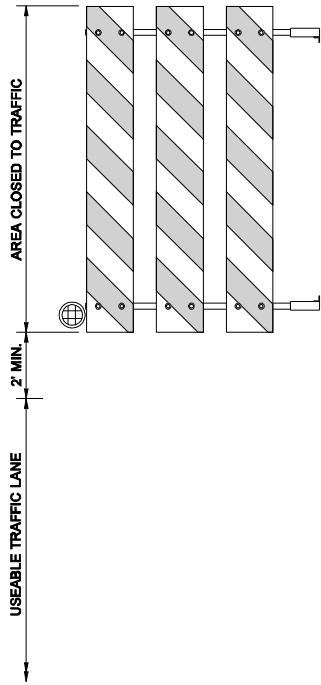
STATE DESIGN ENGINEER

Washington State Department of Transportation



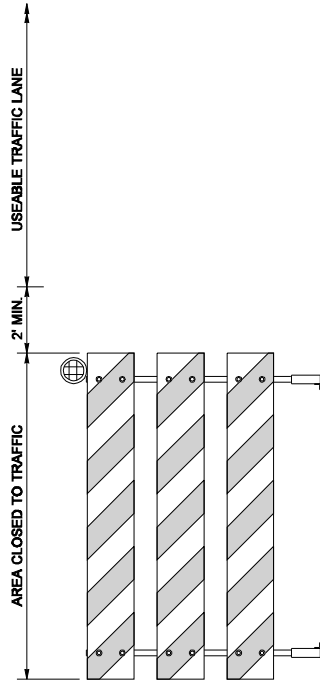


DRAWN BY: LISA CYFORD



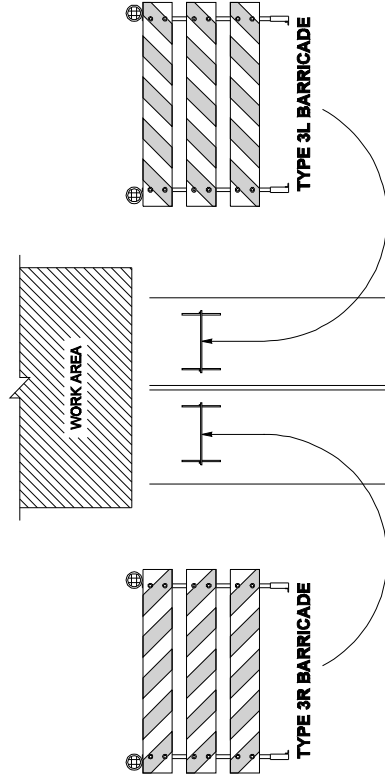
TYPE 3L BARRICADE

STRIPES ON THE BARRICADES SHALL SLOPE DOWNWARD IN THE DIRECTION TRAFFIC IS TO PASS

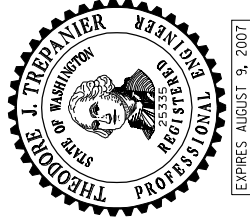


TYPE 3R BARRICADE

ROAD CLOSURE AT INTERSECTION



ROAD CLOSURE AT OTHER LOCATIONS



NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT. ANY ALTERATIONS SHALL BE MADE AT THE ENGINEER'S OFFICE. THE ENGINEER AND ARCHITECT ASSUME NO LIABILITY FOR THE DESIGN OR CONSTRUCTION OF THE WORK SHOWN HEREON. A COPY MAY BE OBTAINED UPON REQUEST.

TYPE 3 BARRICADE

STANDARD PLAN K-80.20-00

SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION

Kevin J. Dayton

STATE DESIGN ENGINEER DATE 12-20-06

Washington State Department of Transportation

BARRICADE PLACEMENT

SIGN SPACING = X (1)

RURAL HIGHWAYS	60 / 65 MPH	800 ±
RURAL ROADS	45 / 55 MPH	500 ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350 ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200 ± (2)
URBAN STREETS	25 MPH OR LESS	100 ± (2)

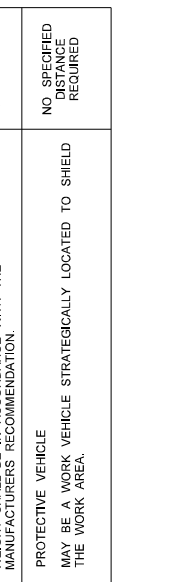
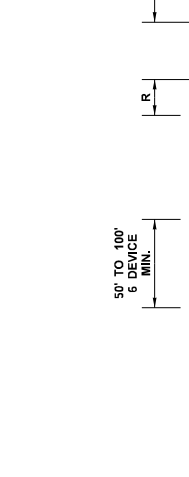
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.
 (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

LONGITUDINAL BUFFER SPACE = B

SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (FEET)	155	200	250	305	360	425	495	570	645	-

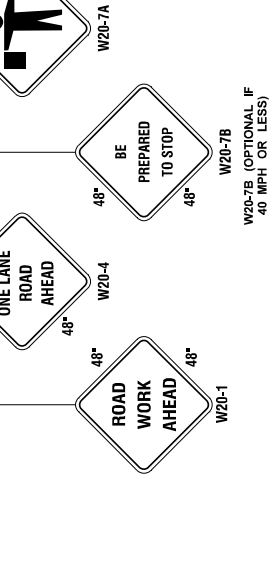
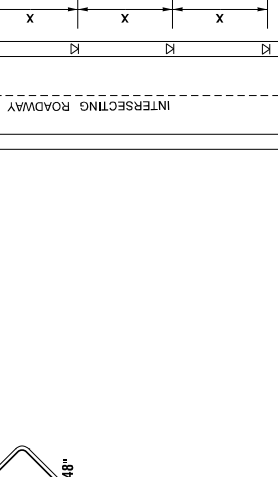
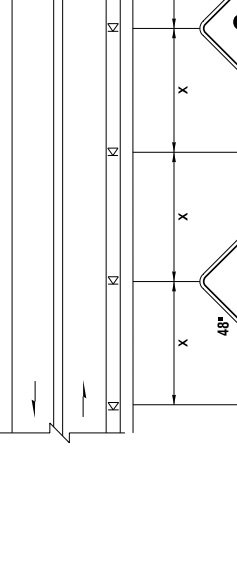
BUFFER VEHICLE ROLL AHEAD DISTANCE = R

TRANSPORTABLE ATTENUATOR	30 FEET MIN. TO 100 FEET MAX.
MINIMUM - HOST VEHICLE WEIGHT 15,000 LBS. THE MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS' RECOMMENDATION.	
PROTECTIVE VEHICLE	NO. SPECIFIED DISTANCE REQUIRED
MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.	



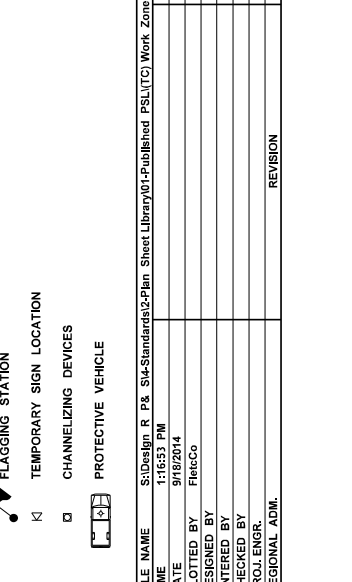
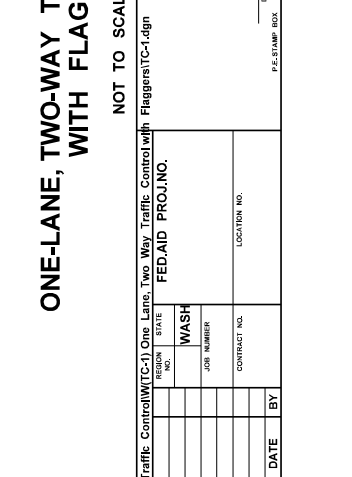
CHANNELIZATION DEVICE SPACING (FEET)

MPH	TAPER	TANGENT
50/65	10 TO 20	80
35/45	10 TO 20	60
25/30	10 TO 20	40



- LEGEND**
- FLAGGING STATION
 - TEMPORARY SIGN LOCATION
 - CHANNELIZING DEVICES
 - PROTECTIVE VEHICLE

- NOTES:**
1. ALL SIGNS ARE BLACK ON ORANGE.
 2. EXTENDING THE CHANNELIZING DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED.
 3. NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
 4. SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.



ONE-LANE, TWO-WAY TRAFFIC CONTROL WITH FLAGGERS

NOT TO SCALE

FILE NAME	S:\Desktop_R_P\Std-Standard\2-Plan Sheet Library\01-Published PSL\TC Work Zone Traffic Control\WTC-1 One Lane Two Way Traffic Control with Flaggers\TC-1.dgn
TIME	1:16:53 PM
DATE	9/18/2014
DESIGNED BY	FRM/CO
ENTERED BY	
CHECKED BY	
PROJ ENGR	
REGIONAL ADM.	

NO.	REGION	STATE	FED.AID	PROJ.NO.	DATE	DATE
	WASH					
JOB NUMBER						
CONTRACT NO.						
LOCATION NO.						

Washington State Department of Transportation

TRAFFIC CONTROL PLAN

SIGN SPACING = X (1)	
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH
TRUNKAL ROADS, URBAN ARTERIALS	25 / 30 MPH
RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH
URBAN STREETS	25 MPH OR LESS

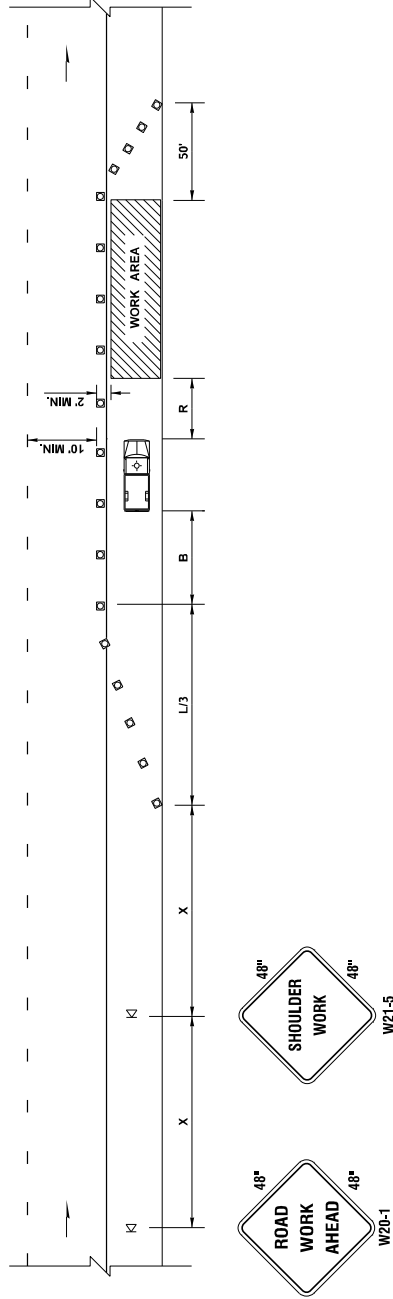
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.
 (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)	
SHOULDER WIDTH (feet)	Posted Speed (mph)
8'	25 30 35 40 45 50 55 60 65 70
10'	40 60 90 90 90 90 90 90 90 90

USE A 3 DEVICES TAPER FOR SHOULDERS LESS THEN 8'

CHANNELIZATION DEVICE SPACING (feet)	
MPH	TAPER
35/40	30
25/30	20
	40

BUFFER DATA	
LONGITUDINAL BUFFER SPACE = B	
SPEED (MPH)	25 30 35 40 45 50 55 60 65 70
LENGTH (feet)	155 200 250 305
BUFFER VEHICLE ROLL AHEAD DISTANCE = R	
TRANSPORTABLE ATTENUATOR 30 FEET MIN. TO 100 FEET MAX.	
MINIMUM HOST VEHICLE WEIGHT 15,000 LBS. THE MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATION.	
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.	
NO SPECIFIED DISTANCE REQUIRED	



- LEGEND**
- K1 TEMPORARY SIGN LOCATION
 - CHANNELIZING DEVICES
 - PROTECTIVE VEHICLE

SHOULDER CLOSURE - LOW SPEED (40 MPH OR LESS)

NOT TO SCALE

NOTES:

1. DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20'(FT).
2. ALL SIGNS ARE BLACK ON ORANGE.

FILE NAME	S:\Design_R_P&S\Standard\2-Plan Sheet Library\01-Published PSL\TC Work Zone Traffic Control\WTC-5 Shoulder Closure - Low Speed (40 MPH or Less)\TC-5.dgn		
DATE	1/20/14 10:14 PM		
DESIGNED BY	FRM/CO		
CHECKED BY			
PROJ ENGR			
REGIONAL ADM.			
NO.	REGION	STATE	FED.AID PROJ.NO.
		WASH	
		JOB NUMBER	LOCATION NO.
		CONTRACT NO.	
DATE	BY	DATE	BY

Washington State
Department of Transportation

Plot 1	PLAN REF NO
TC5	
SHEET	
OF	
SHEETS	

TRAFFIC CONTROL PLAN

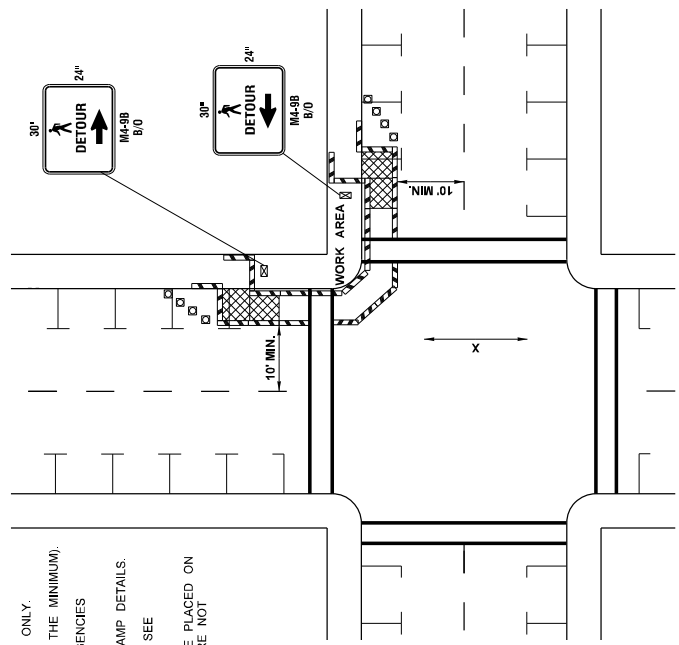
NO
PARKING

RS-3
24" x 30"
R/W

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. CONTROLS SHOWN ARE FOR PEDESTRIAN TRAFFIC ONLY.
2. A 60" PATH WIDTH SHOULD BE MAINTAINED (48" IS THE MINIMUM).
3. CONTACT AND COORDINATE IMPACTED TRANSIT AGENCIES PRIOR TO IMPLEMENTING ANY CLOSURES.
4. SEE SHEET TC-52 FOR TEMPORARY PEDESTRIAN RAMP DETAILS.
5. ADA PEDESTRIAN FACILITIES MUST BE MAINTAINED. SEE STANDARD SPECIFICATION 1-10.2(1)B.
6. TEMPORARY PEDESTRIAN PUSH BUTTONS SHALL BE PLACED ON THE SIDEWALK AT THE WORK AREA. EXISTING BUTTONS ARE NOT ACCESSIBLE TO PEDESTRIANS.



SIDEWALK DIVERSION

SIDEWALK DETOUR

LEGEND

- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- ▨ PEDESTRIAN CHANNELIZING DEVICES
- TEMPORARY PEDESTRIAN RAMP FOR SIDEWALKS

INTERSECTION PEDESTRIAN TRAFFIC CONTROL

NOT TO SCALE

FILE NAME	S:\Design_R_P&S\4-Standard\3-Plan_Sheet_Library\01-Published_PSL\ITC Work Zone Traffic Control\ITC-16 Intersection Pedestrian Traffic Control\ITC-16.dgn
DATE	1/28/2014 1:28:42 PM
PLOTTED BY	9/18/2014
DESIGNED BY	FIRECCO
ENTERED BY	
CHECKED BY	
PROJ ENGR	
REGIONAL ADM.	
REVISION	DATE BY

P.S. STAMP BOX	DATE
P.S. STAMP BOX	DATE

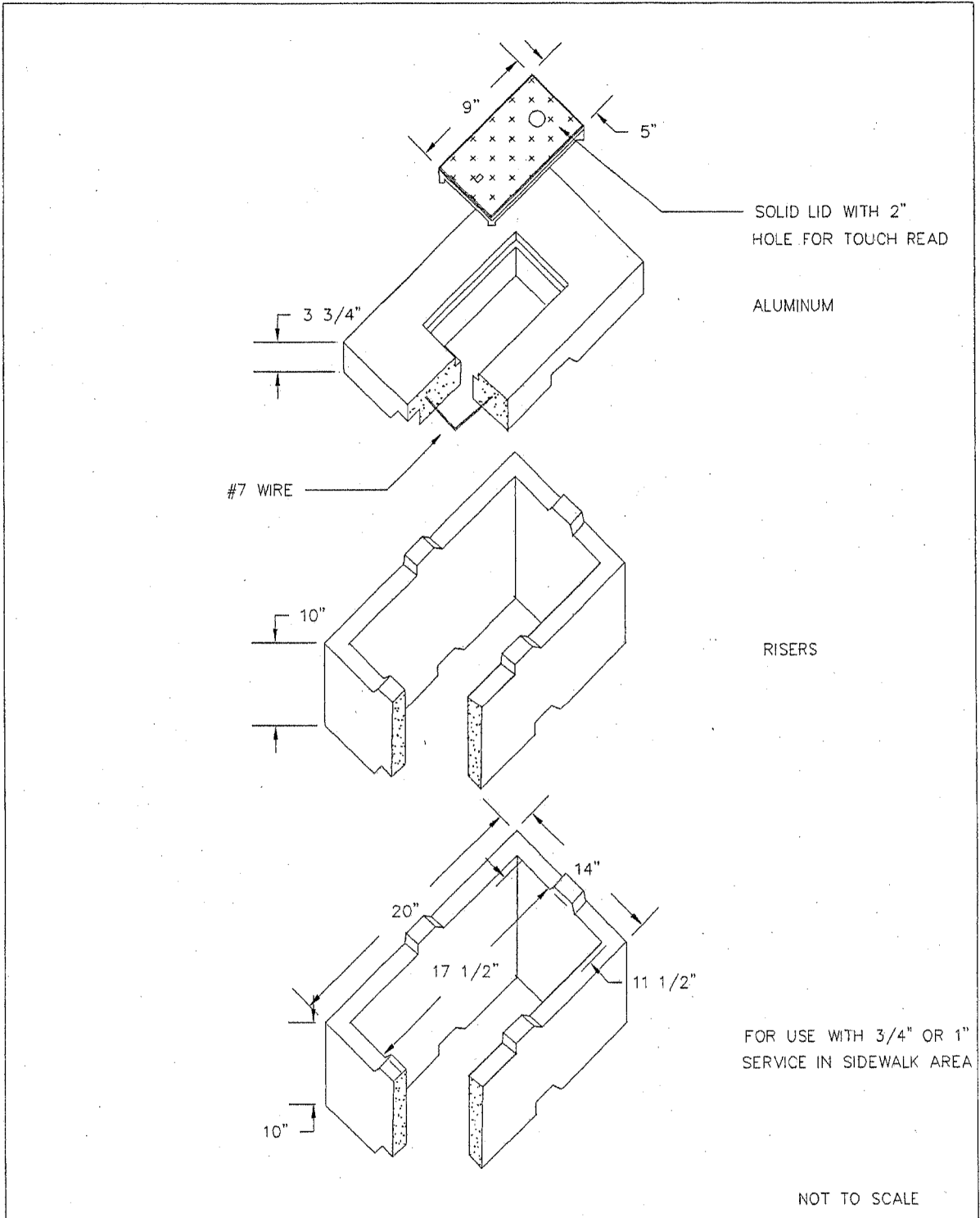
Washington State
Department of Transportation

PLAN REF. NO.	TC16
SHEET	OF
SHEETS	

PEDESTRIAN CONTROL AND PROTECTION

PLOT 1

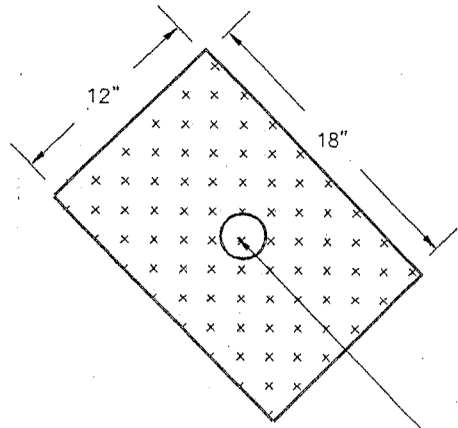
APPENDIX E – CITY OF FERNDALE STANDARD PLANS
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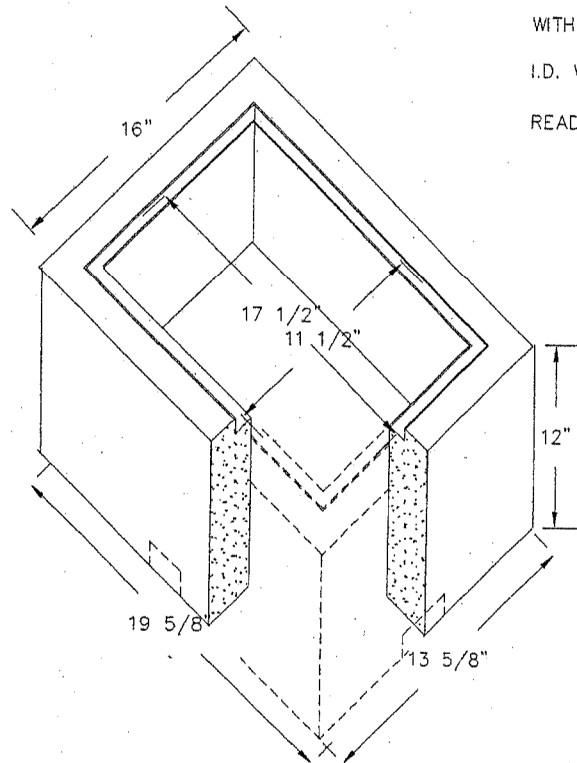
APPROVED
John F. Elery
 Public Works Director Date

CITY OF FERNDALE
 NO. 1 METER BOX
 FOG TITE

DRAWING
 W-6



3/8" STEEL TRAFFIC COVER
 WITH WELD "WATER" METER
 I.D. WITH 2" HOLE FOR TOUCH
 READ



NOTE: FOR USE WITH 3/4" OR 1"
 SERVICE IN TRAFFIC AREA

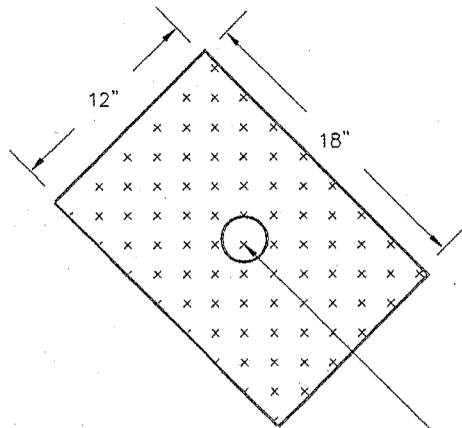
NOT TO SCALE

APPROVED

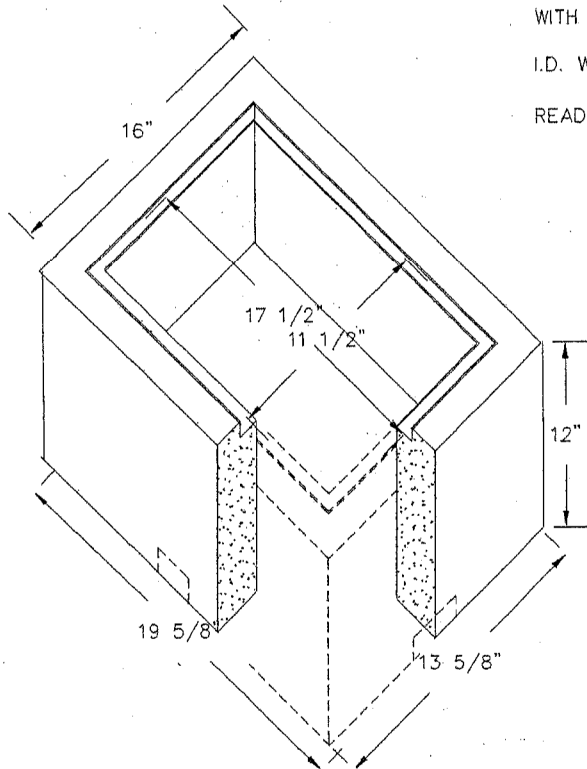
John T. Ealey
 Public Works Director Date

CITY OF FERNDAL
 1 D METER BOX FOG TITE

DRAWING
 W-7



3/8" STEEL TRAFFIC COVER
 WITH WELD "WATER" METER
 I.D. WITH 2" HOLE FOR TOUCH
 READ



NOTE: FOR USE WITH 2" METER

NOT TO SCALE

APPROVED

John F. Ealey

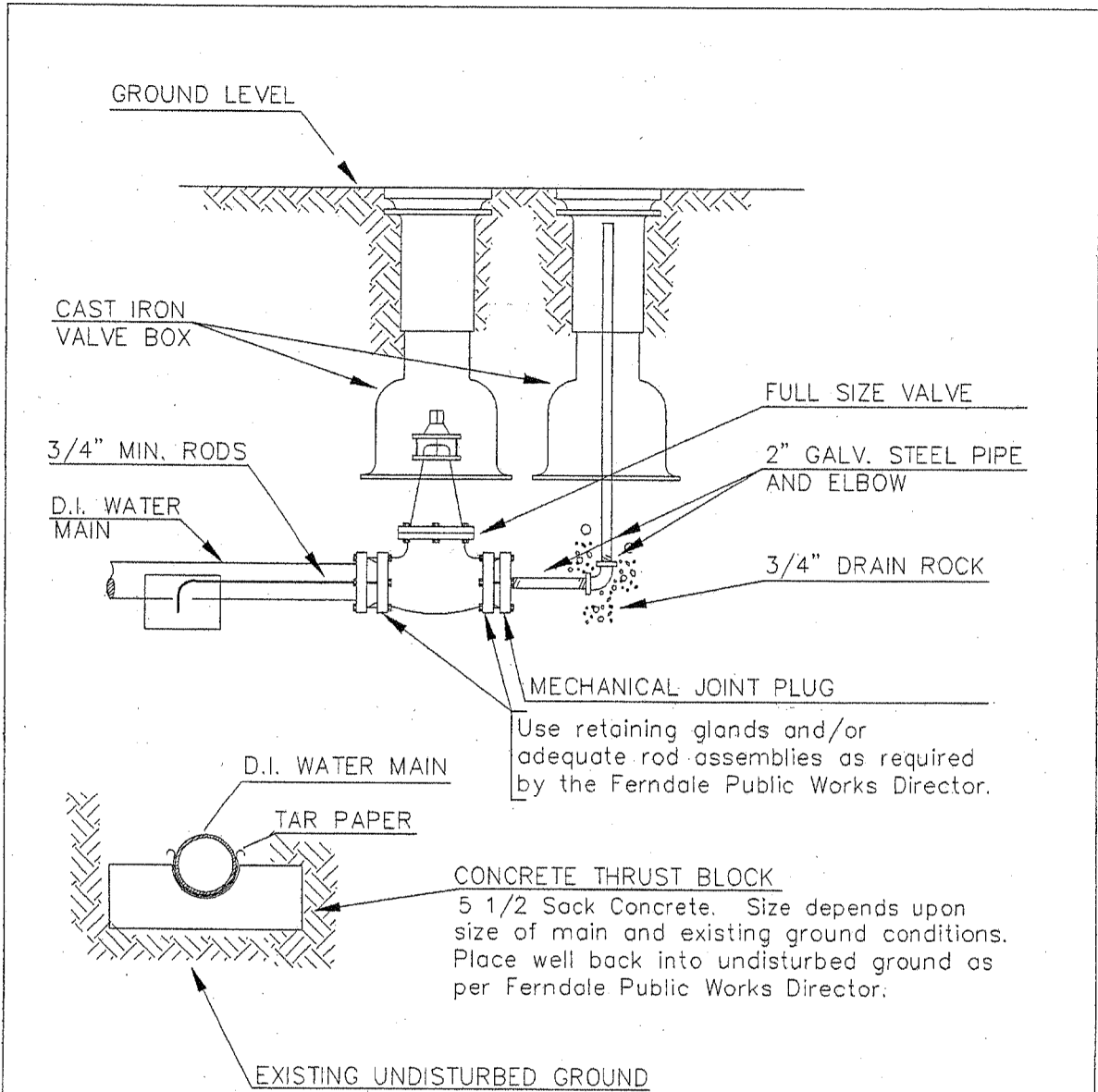
Public Works Director Date

CITY OF FERNDALE
 NO. 2 METER BOX
 FOG TITE

DRAWING

W-8

JUNE 1995

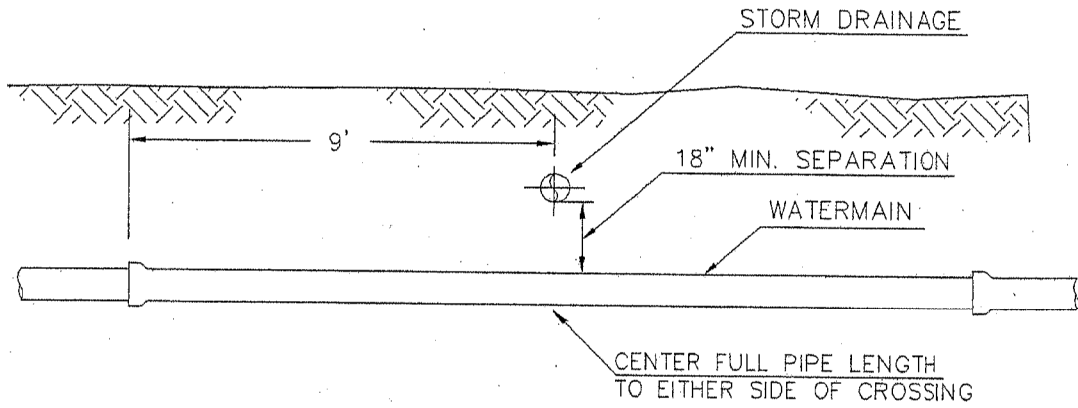


2" blow-off to be used where the main will extended in the future. For mains with no further extension, refer to 2" blowoff, non-extendable main.

NOT TO SCALE

<p>APPROVED</p> <p><i>John F. Elery</i></p> <p>Public Works Director Date</p>	<p>CITY OF FERDALE</p> <p>2" BLOW-OFF</p> <p>WATER MAIN EXTENSION</p>	<p>DRAWING</p> <p>W-9</p>
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JUNE 1995



NOT TO SCALE

APPROVED

John T. Eley
 Public Works Director Date

CITY OF FERNDALE
 WATER CROSSING DETAIL

DRAWING
 W-12

APPENDIX F – AGC AGREEMENT
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**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:

$$\text{Share of Invoice to be charged to Force Account} = \frac{\text{FC}}{\text{FC} + \text{NFC}}$$

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

**Washington State Department of
Transportation**



Van Collins
Southern District Manager



Linea Laird
State Construction Engineer

**APPENDIX G – MONITORING AND
INADVERTANT DISCOVERY PLAN**
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**INADVERTENT DISCOVERY PLAN // TREATMENT OF ARCHAEOLOGICAL
RESOURCES ON THE CITY OF FERNDALE CENTRAL CITY WATER MAIN
UPGRADE PROJECT**

Due to a concern for protection of heretofore unidentified cultural deposits and/or items during construction the actions herein will be adhered to during construction.

Note: any archaeological deposit located during the course of the project should not be disturbed or altered without the explicit direction of the City of Ferndale and/or the Department of Health project managers and a professional archaeologist.

Provisions and methodology for the treatment of cultural resources during construction of the Cultural / Archaeological Resource Procedures are as follows:

If any staff(s), contractor or subcontractor believes that s/he has uncovered any cultural deposits at any point during property development, all work adjacent to that discovery shall cease and the Project Managers should be notified. Construction personnel will contact the City and they in turn will contact any state agency Project Manager so that an archaeologist can be retained to address any finds and for further discussions of how to proceed with all consulting parties. However, notice should also be made to the DAHP and Lummi Nation as soon as possible upon determining the nature and extent of the deposit(s) encountered. A cultural resource discovery could be precontact or historic and could consist of, but not be limited to:

- strata or facies of shell or other anthropogenic soil horizons,
- areas of charcoal or charcoal-stained soil and stones,
- stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- faunal bones, burned rocks, or other food-related materials in association with stone tools or flakes,
- Bricks, tar paper, or other construction debris,
- Concentrations of cans or bottles, logging or agricultural equipment older than 50 years of age.

In order to protect the integrity of a discovery, appropriate steps to protect the discovery site will be taken. All work will cease in an area adequate to provide for the total security, protection, and integrity of the resource. All work must cease until consultation between the City of Ferndale, the Department of Health and all interested parties can be conducted. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site, access deposits or collect any items associated with the suspected find. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological or cultural material as directed by a Project Managers.

- a) All material encountered will be treated with respect. Notifications of unanticipated discovery will be conducted by the archaeologist beginning with the Project Managers. At their direction archaeologists with the State Historic Preservation Office (SHPO) and Department of Archaeology and Historic Preservation (DAHP) will be notified. The Project Managers will also lead all formal consultation with all interested tribal agencies or local groups that are a party to the consultation process.
- b) Construction will be halted within the immediate area of the discovery and the scene will be protected until consultation to determine an appropriate course of action. The monitor may direct construction away from cultural resources to work in other areas prior to contacting the concerned parties. Where cultural resources are encountered during construction, but additional project effects to the resources are not anticipated, construction may continue under monitoring while documentation and assessment of the cultural resources proceed. Work will continue to the extent that no additional impacts to resources can take place. Construction may continue at the discovery location only after the process outlined by the Project Managers is followed and all parties are satisfied those adequate measures to secure or salvage the archaeological data have been made.
- c) Routine documentation of cultural material not threatened by project work should not impact construction schedules. Where complex or extensive cultural remains are encountered, the project manager and archaeological personnel will determine the appropriate level of documentation and treatment of the resource after consultation with the Project Managers. It is understood that impacts to or the removal of any archaeological materials, human burials or interment features is prohibited until authorized by the Project Managers.
- d) The assigned archaeologist will ensure the proper documentation and assessment of any encountered cultural resources with input from the Project Managers and all interested parties. All precontact and historic cultural material discovered during monitoring would be recorded by an archaeologist. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared from subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps.

PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL MATERIAL

Any human skeletal remains regardless of ethnic origin, which may be discovered during this project, will at all times be treated with dignity and respect. In the event any human remains are discovered, the Ferndale Police and the Whatcom County Medical Examiner should be notified to determine whether the remains are forensic (modern) or non-forensic (archaeological). Work must cease until all parties are afforded the opportunity to comment and consult with Dr. Tasa at DAHP. If human skeletal remains and/or funerary items are encountered all treatment will follow mandates of the Revised Codes of Washington (RCW) Chapter 27.44; 68.50; 68.60 and the procedures outlined below.

The removal of human remains will be avoided by all means necessary. Regardless, in the event that human remains are encountered the following procedures will take place in accordance with the Revised Codes of Washington (RCW) Chapter 27.44.055, 68.50.645, and 68.60.055:

DAHP, “Guidelines for the Discovery of Human Remains”:

1. All persons who know of the existence and location of human remains must, by law, **notify the county coroner and local law enforcement**. This must be done in the most expeditious manner possible (RCW 27.44; 68.50; 68.60).
2. Any person engaging in ground disturbing activity that encounters skeletal human remains must **cease all activity which may cause further disturbance to the remains, make a reasonable effort to protect the area from further disturbance, report the presence and location of those remains to the coroner and local law enforcement**. (RCW 27.44; 68.50; 68.60).
3. The county coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic (RCW 27.44; 68.50; 68.60).
4. If the county coroner determines the remains are non-forensic (not a crime scene), then the Department of Archaeology and Historic Preservation will take jurisdiction over the remains (RCW 27.44; 68.50; 68.60).
5. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to the affected parties. (RCW 27.44, 68.50; 68.60).
6. The SHPO/DAHP, in concert with the Project Manager will handle all consultation with the affected parties as to the future preservation, excavation, and/or disposition of the remains.
7. The Association and the Department of Health will handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains along with the affected Tribe(s).

CONTACT LIST

The primary contacts of each party under this agreement are as identified below:

- Ferndale Police Department (Do Not Use 911 or you will also notify the media) Phone Dispatch: PH (360) 384-3390
- Chad Bedlington, Public Works Director, City of Ferndale, Email: chadbedlington@cityofferndale.org, PH (360) 685-2376

- Greg Young, City-wide Project Manager, Email: gregyoung@cityofferndale.org, PH (360) 685-2351
- Dr. Guy Tasa, State Physical Anthropologist (He will contact the coroner and tribes in the event human remains are located). Email: guy.tasa@dahp.wa.gov, Office: (360) 586-3534, Cell: (360) 790-1633
- Lena Tso, Lummi Nation THPO, Email: LenaT@lummi-nsn.gov, PH (360) 312-2257
- Garth Baldwin, Drayton Archaeology, Email: garth@draytonarchaeology.com, PH(360) 739-3921