# CONTRACT DOCUMENTS FOR

# CITY OF FERNDALE, WASHINGTON Portal Way Overlay Project City Project Number ST2015-07

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

### PORTAL WAY OVERLAY PROJECT FERNDALE, WASHINGTON

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# BID PROCEDURES AND CONDITIONS (This Page Intentionally Left Blank)

#### INVITATION TO BID FOR PORTAL WAY OVERLAY PROJECT # ST2015-07

**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 **March 22, 2017 at 3:00 PM**, and will then and there be opened and publicly read for the **Portal Way Overlay Project.** 

**PROJECT DESCRIPTION:** Work will include traffic control; crack sealing; pavement repair; pavement geotextile fabric placement, HMA paving; 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. All work performed on this project will be subject to prevailing state wage rates.

#### **Project Documents**

Maps, plans, and specifications may be obtained from the Ferndale City Hall upon payment in the amount of \$50 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 <u>www.cityofferndale.org</u> if you download the bid documents you are required to contact the City to be added to the planholders' list.

#### **Pre-Bid Conference**

Bidders, prior to submittal of a bid, may attend a pre-bid conference with the Project Engineer. The meeting will start on **March 14, 2017 at 11:00 AM** at the Ferndale City Hall, 2095 Main Street, Ferndale, Washington 98248. A jobsite visit may follow upon request.

The City of Ferndale in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The City of Ferndale is an Equal Opportunity and Affirmative Action Employer. Minority and Women-Owned firms are encouraged to submit bids.

Susan Duncan City Clerk - City of Ferndale Ferndale Record Journal - Published March 1 and 8, 2017 BID PROPOSAL FORMS (This Page Intentionally Left Blank)

#### **BID PROPOSAL**

#### FOR

#### PORTAL WAY OVERLAY PROJECT FERNDALE, WASHINGTON

Date:

#### TO: City of Ferndale

Gentlepersons:

This certifies that the Undersigned: has examined the location of the project site and the conditions of work; and has carefully read and thoroughly understands the contract documents entitled: **"PORTAL WAY OVERLAY 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.

	TION REFERE	NCE				February 24, 2017
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	600 HOUR	FLAGGERS (1-10)				
			\$		\$	
4	40 HOUR	OTHER TRAFFIC CONTROL LABOR (1-10)		per HR		
			\$	per HR	\$	
5	1 LUMP SUM	PROJECT TEMPORARY TRAFFIC CONTROL (1-10)	\$	рыпк	\$	
				per LS		
6	1 LUMP SUM	CLEARING AND GRUBBING (2-01)				
			\$	norle	\$	
7	1 LUMP SUM	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (2-02)	S \$	per LS	\$	
			•	per LS		
8	1,020 LINEAR FOOT-INCH	SAWCUT PCC (2-02)	•		¢	
			\$	per LF-IN	\$	
9	400 LINEAR FOOT-INCH	SAWCUT ACP (2-02)	\$		\$	
			Ψ	per LF-IN	Ψ	
10	150 CUBIC YARD	ROADWAY EXCAVATION INCL. HAUL (2-03)	¢		¢	
			\$	per CY	\$	

() SEC	TION REFERI	ENCE				February 24, 2017
ITEM NO.	QUANTITY	DESCRIPTION		UNIT PRICE		TOTAL
11	7,200 SQUARE YARD	GRADE EXISTING ROADBED (2-06)	\$		\$	
12	20 M GAL.	WATER (2-07)	\$	per SY	¢	
			Φ	per M GAL.	\$	
13	13,500 SQUARE YARD	PAVING GEOTEXTILE FABRIC (2-12)	•		•	
			\$	per SY	\$	
14	500 TON	GRAVEL BASE (4-02)				
			\$		\$	
15	1,100 TON	CRUSHED SURFACING TOP COURSE (4-04)		per TON		
			\$	per TON	\$	
16	840 TON	HMA FOR PRELEVELING CL. 3/8" PG 64-22 (5-04)				
			\$		\$	
17	310 TON	HMA FOR PAVEMENT REPAIR CL. 1/2" PG 64-22 (5-04)		per TON		
			\$		\$	
18	3,800 TON	HMA CL. 1/2" PG 64-22 (5-04)		per TON		
			\$	TON	\$	
19	0 CALC	JOB MIX COMPLIANCE PRICE ADJUSTMENT (5-04)		per TON		
			\$	0	\$	0
20	0 CALC	COMPACTION PRICE ADJUSTMENT (5-04)		CALC		
			\$	0 CALC	\$	0

() SEC	TION REFERE	ENCE				February 24, 2017
ITEM NO.	QUANTITY	DESCRIPTION		UNIT PRICE		TOTAL
21	1 LUMP SUM	CRACK SEALING (5-04)	\$		\$	
22	600 SQUARE YARD	PAVEMENT REPAIR EXCAVATION INLUDING HAUI (5-04)	L \$	per LS	\$	
23	6,800 SQUARE YARD	PLANING BITUMINOUS PAVEMENT (5-04)	\$	per SY	\$	
24	1 LUMP SUM	ADJUSTMENTS TO FINISHED GRADE (7-05)		per SY		
25	1 LUMP SUM	ESC LEAD (8-01)	\$	per LS	\$\$	
26	1 FORCE ACCOUNT	EROSION/WATER POLLUTION CONTROL (8-01)	\$	per LS 5,000.00		5,000.00
27	4 EACH	INLET PROTECTION (8-01)	\$	FA	\$	
28	80 HOUR	STREET CLEANING (8-01)		per EA		
29	1,150 LINEAR FOOT	EXTRUDED CURB (8-04)	\$	per HR	\$\$	
30	100 TON	QUARRY SPALLS (8-15)		per LF		
			\$	per TON	\$	

() SEC	TION REFERE	ENCE				February 24, 2017
ITEM NO.	QUANTITY	DESCRIPTION		UNIT PRICE		TOTAL
31	20,000 LINEAR FOOT	PAINT LINE (8-22)	\$		\$	
			Ţ	per LF	T	
32	192 SQUARE FOOT	PLASTIC CROSSWALK LINE (8-22)				
			\$	per SF	\$	
33	45 LINEAR FOOT	PLASTIC STOP LINE (8-22)				
			\$	per LF	\$	
34	192 SQUARE FOOT	REMOVING PLASTIC CROSSWALK LINE (8-22)	\$		\$	
			φ	per SF	φ	<u> </u>
35	45 LINEAR FOOT	REMOVING PLASTIC LINE (8-22)				
			\$		\$	
				per LF		
36	2 EACH	POTHOLE EXISTING UNDERGROUND UTILITY (8-30)				
			\$		\$	
				per EA		
37	1 FORCE ACCOUNT	REPAIR EXISTING PUBLIC AND PRIVATE FACILIT (8-31)	IES			
			\$	10,000.00	\$	10,000.00
				FA		
				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.

Bid Proposal cont'

#### **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:

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

#### Bid Proposal cont'

#### BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

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

CASH	IN THE AMOUNT OF
CASHIER'S CHECK	DOLLARS
CERTIFIED CHECK	(\$) PAYABLE TO THE CITY OF FERNDALE
PROPOSAL BOND	IN THE AMOUNT OF 5% OF THE BID.

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

) ss.

#### SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED)

#### SIGNATURE

FIRM NAME

STATE OF WASHINGTON )

COUNTY OF WHATCOM

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared \_\_\_\_\_\_ to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

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

My Commission Expires:

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

#### **BID BOND**

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

The condition of this bond is such that, whereas, the principal herein is herewith submitting his or its bid proposal for, **PORTAL WAY OVERLAY 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 ten (10) 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	.2	017.

Principal

|--|

(Seal)

Surety

By

Attorney-In-Fact

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

# SPECIFICATIONS AND CONDITIONS

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#### INTRO.AP1

#### INTRODUCTION

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

#### 1-01.AP1

Section 1-01, Definitions and Terms August 1, 2016

#### 1-01.3 Definitions

The following new term and definition is inserted after the eighth paragraph:

**Cold Weather Protection Period** – A period of time 7 days from the day of concrete placement or the duration of the cure period, whichever is longer.

#### 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.

#### 1-04.AP1

# Section 1-04, Scope of the Work August 1, 2016

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

The following new paragraph is inserted before the second to last paragraph:

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Bid advertisement date, unless otherwise stated or as required by law.

#### 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 August 1, 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:

- 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:

- 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.

#### 1-07.15(1) Spill Prevention, Control, and Countermeasures Plan

The second sentence of the first paragraph is deleted.

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

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.

Item number four of the fourth paragraph (up until the colon) is revised to read:

4. **Potential Spill Sources** – Describe each of the following for all potentially hazardous materials brought or generated on-site, including but not limited to materials used for equipment operation, refueling, maintenance, or cleaning:

The first sentence of item 7e of the fourth paragraph is revised to read:

BMP methods and locations where they are used to prevent discharges to ground or water during mixing and transfer of hazardous materials and fuel.

The last paragraph is deleted.

### 1-08.AP1

Section 1-08, Prosecution and Progress August 1, 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".

#### **1-08.5** Time for Completion

In item 2c of the last paragraph, "Quarterly Reports" is revised to read "Monthly Reports".

#### 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.

#### 1-10.AP1

Section 1-10, Temporary Traffic Control August 1, 2016

#### 1-10.1(2) Description

The first paragraph is revised to read:

The Contractor shall provide flaggers and all other personnel required for labor for traffic control activities that are not otherwise specified as being furnished by the Contracting Agency.

In the third paragraph, "Project Engineer" is revised to read "Engineer".

The following new paragraph is inserted after the third paragraph:

The Contractor shall keep lanes, on-ramps, and off-ramps, open to traffic at all times except when Work requires closures. Ramps shall not be closed on consecutive interchanges at the same time, unless approved by the Engineer. Lanes and ramps shall be closed for the minimum time required to complete the Work. When paving hot mix asphalt the Contractor may apply water to the pavement to shorten the time required before reopening to traffic.

### 2-03.AP2

#### Section 2-03, Roadway Excavation and Embankment August 1, 2016

#### 2-03.3(7)C Contractor-Provided Disposal Site

The second paragraph is revised to read:

The Contractor shall acquire all permits and approvals required for the use of the disposal sites before any waste is hauled off the project. The Contractor shall submit a Type 1 Working Drawing consisting of copies of the permits and approvals for any disposal sites to be used. The cost of any such permits and approvals shall be included in the Bid prices for other Work.

The third paragraph is deleted.

#### 8-01.AP8

#### Section 8-01, Erosion Control and Water Pollution Control August 1, 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(7) Stabilized Construction Entrance

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

Material used for stabilized construction entrance shall be free of extraneous materials that may cause or contribute to track out.

#### 8-01.3(8) Street Cleaning

This section is revised to read:

Self-propelled 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 August 1, 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 <sup>1</sup> 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

<sup>1</sup>If 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".

#### 9-03.11(1) Streambed Sediment

The following three new sentences are inserted after the first sentence of the first paragraph:

Alternate gradations may be used if proposed by the Contractor and accepted by the Engineer. The Contractor shall submit a Type 2 Working Drawing consisting of 0.45 power maximum density curve of the proposed gradation. The alternate gradation shall closely follow the maximum density line and have Nominal Aggregate Size of no less than  $1\frac{1}{2}$  inches or no greater than 3 inches.

#### 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:

- Contain an aggregated weight of less than 1 percent of adherent fines, vegetable 1. 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 August 1, 2016

This section is supplemented with the following two new subsections:

#### 9-04.11 Butyl Rubber Sealant

Butyl rubber sealant shall conform to ASTM C 990.

#### 9-04.12 External Sealing Band

External sealing band shall by Type III B conforming to ASTM C 877.

#### 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.

#### 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 I or 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
- Seventy-eight percent fine aggregate meeting the requirements of 9-03.1(2)B Class
   Fine aggregate may be damp (no free water).

#### 9-04.2(2) Poured Rubber Joint Sealer

The last paragraph is deleted.

#### 9-04.4(1) Rubber Gaskets for Aluminum or Steel Drain Pipe

"AASHTO M198" is revised to read "ASTM C 990".

#### 9-04.4(3) Gaskets for Aluminum or Steel Culvert or Storm Sewer Pipe

In the last sentence, "AASHTO M198" is revised to read "ASTM C 990".

# SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS

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### INTRODUCTION TO THE SPECIAL PROVISIONS

#### (August 14, 2014 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 supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

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

(March 8, 2013 APWA GSP) (April 1, 2013 WSDOT GSP) (May 1, 2013 R&E GSP) (NWR February 5, 2013)

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

This contract provides for pavement repair, planing, crack sealing, HMA paving on Portal Way.
Work will include traffic control; crack sealing; pavement repair, planing; paving geotextile fabric
placement, HMA paving; and other work in accordance with the Contract Plans, Special
Provisions, the Standard Specifications, including the amendments thereto, and Standard Plans.

11

# 12 1-01 DEFINITIONS AND TERMS13

14 **1-01.3 Definitions** 

15 (January 4, 2016 APWA GSP)

- Delete the heading Completion Dates and the three paragraphs that follow it, and replace them
  with the following:
- 19

22

### 20 Dates

- 21 Bid Opening Date
  - The date on which the Contracting Agency publicly opens and reads the Bids.
- 23 Award Date
- The date of the formal decision of the Contracting Agency to accept the lowestresponsible and responsive Bidder for the Work.
- 26 *Contract Execution Date*
- 27 The date the Contracting Agency officially binds the Agency to the Contract.
- 28 Notice to Proceed Date
- 29 The date stated in the Notice to Proceed on which the Contract time begins.
- 30 Substantial Completion Date
- The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.
- 36 *Physical Completion Date*
- The day all of the Work is physically completed on the project. All documentation
  required by the Contract and required by law does not necessarily need to be furnished by
  the Contractor by this date.
- 40 *Completion Date*
- 41 The day all the Work specified in the Contract is completed and all the obligations of the
- 42 Contractor under the contract are fulfilled by the Contractor. All documentation required
- 43 by the Contract and required by law must be furnished by the Contractor before
- 44 establishment of this date.

1 2	<i>Final Acceptance Date</i> The date on which the Contracting Agency accepts the Work as complete.
3	The date of which the Contracting Agency accepts the work as complete.
4	
5	Supplement this Section with the following:
6	All as former as in the Standard Stand Gradients Amondation to an WSDOT Comments for
7 8	All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation
9	Commission", "Commission", "Secretary of Transportation", "Washington State Transportation", "Headquarters",
10	and "State Treasurer" shall be revised to read "Contracting Agency".
11	
12	All references to the terms "State" or "state" shall be revised to read "Contracting Agency"
13	unless the reference is to an administrative agency of the State of Washington, a State statute
14 15	or regulation, or the context reasonably indicates otherwise.
16	All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
17	designated location".
18	
19 20	All references to "final contract voucher certification" shall be interpreted to mean the
20 21	Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.
22	
23	Additive
24	A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
25 26	which may, at the discretion of the Contracting Agency, be awarded in addition to the base
20 27	bid.
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	Buginage Dev
33 34	<b>Business Day</b> 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
42 43	See definition for "Contract".
44	

1		tract 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		ice of Award			
6		written notice from the Contra	0 0 .		ying the
7	Contracting Agency's acceptance of the Bid Proposal.				
8					
9		ice to Proceed			
10		The written notice from the Contracting Agency or Engineer to the Contractor authorizing			
11		directing the Contractor to pro-	ceed with the W	ork and establishing the date	on which the
12	Con	tract time begins.			
13					
14	Tra				
15		vehicular and non-vehicular t	raffic, such as p	bedestrians, bicyclists, wheelc	hairs, and
16	eque	estrian traffic.			
17					
18	1-02 Bl	D PROCEDURES AND CO	NDITIONS		
19					
20	1-02.1	Prequalification of Bidders			
21					
22	Delete t	his Section and replace it with	the following:		
23					
24		<b>.1</b> Qualifications of Bidder			
25	(Jan	uary 24, 2011 APWA GSP)			
26					
27		bre award of a public works co	,		
28	-	ifications of RCW 39.04.350(1	) to be conside	red a responsible bidder and c	jualified to be
29	awarded a public works project.				
30					
31		Plans and Specifications			
32	(June 27	7, 2011 APWA GSP)			
33					
34	Delete t	his section and replace it with	the following:		
35					
36	Information as to where Bid Documents can be obtained or reviewed can be found in the Call			and in the Call	
37	for H	Bids (Advertisement for Bids)	for the work.		
38 39	-				
		r award of the contract, plans a	and specification	ns will be issued to the Contra	ctor at no cost
40 41	as detailed below:				
41					
4∠			1		1
		To Prime Contractor	No. of Sets	<b>Basis of Distribution</b>	

<b>To Prime Contractor</b>	No. of Sets	<b>Basis of Distribution</b>
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.

1 2

3

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

#### 4 5 **1-02.4(1) General**

6 (March 17, 2010 R&E GSP) 7

8 Section 1-02.4(1) is supplemented with the following: 9

10 If the Bidder finds any discrepancy in, or omission from the specifications or plans, or if there is any doubt as to their meaning, the Bidder shall promptly notify Reichhardt & Ebe 11 Engineering, Inc. (360) 354-3687. Any addenda issued during the time of bidding will be 12 numbered consecutively and will be incorporated into these contract documents. The Bidder 13 14 shall be responsible to ascertain, prior to submittal of a bid proposal that all addenda issued have been received, and are acknowledged on the "Bid Proposal Signature and Addendum 15 Acknowledgment" form. Addendums will only be issued to those contractors appearing on the 16 17 Plan Holders List at Reichhardt & Ebe Engineering, 423 Front Street, Lynden WA. It will be the responsibility of the contractor to ensure their name appears on the Plan Holders List. 18

19

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

# 26 **Pre-Bid Conference**

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

30

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 on March 14, 2017, at 11:00 AM. A jobsite visit may follow upon request. Attendance at this Pre-Bid Conference is not mandatory.

35

# 36 **1-02.4(2)** Subsurface Information

- 37 (March 8, 2013 APWA GSP)
- 38 The second sentence in the first paragraph is revised to read:
- 39

The Summary of Geotechnical Conditions and the boring logs, <u>if and when included</u> as an appendix to the Special Provisions, shall be considered as part of the Contract.

### 3 4 **1-02.5** Proposal Forms

5 (June 27, 2011 APWA GSP) 6

1 2

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31 32

35

Delete this section and replace it with the following:

89 The Proposal Form will identify the project and its location and describe the work. It will also 10 list estimated quantities, units of measurement, the items of work, and the materials to be 11 furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call 12 for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; 13 date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's 14 name, address, telephone number, and signature; the bidder's D/M/WBE commitment, if 15 applicable; a State of Washington Contractor's Registration Number; and a Business License 16 Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, 17 preferably in black ink. The required certifications are included as part of the Proposal Form. 18

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

# 2223 1-02.6 Preparation of Proposal

24 (June 27, 2011 APWA GSP)

# 2526 Supplement the second paragraph with the following:27

- 4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
- 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.
- 33 Delete the last paragraph, and replace it with the following:34
  - The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
- A bid by a corporation shall be executed in the corporate name, by the president or a vice
  president (or other corporate officer accompanied by evidence of authority to sign).
- A bid by a partnership shall be executed in the partnership name, and signed by a partner. A
  copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE
  requirements are to be satisfied through such an agreement.
- A bid by a joint venture shall be executed in the joint venture name and signed by a member
  of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid
  Form if any D/W/MBE requirements are to be satisfied through such an agreement.

1	1 00 -				
2	1-02.7 Bid Deposit				
3 4	(March 8, 2013 APWA GSP)				
5 6	Supplement this section with the following:				
7		Bid bonds shall contain the following:			
8	1.	Contracting Agency-assigned number for the project;			
9	2.	Name of the project;			
10	3.	The Contracting Agency named as obligee;			
11	4.	The amount of the bid bond stated either as a dollar figure or as a percentage which			
12		represents five percent of the maximum bid amount that could be awarded;			
13	5.	Signature of the bidder's officer empowered to sign official statements. The signature of			
14		the person authorized to submit the bid should agree with the signature on the bond, and			
15		the title of the person must accompany the said signature;			
16	6.	The signature of the surety's officer empowered to sign the bond and the power of attorney.			
17					
18	If	so stated in the Contract Provisions, bidder must use the bond form included in the Contract			
19		ovisions.			
20					
21	If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.				
22	(Eabr	(1.2009) D $(ECSD)$			
23 24					
24 25	Sectio	on 1-02.7 is supplemented with the following:			
23 26	Δ 1	ll bid bonds shall be made payable to the City of Ferndale.			
20 27	A	n blu bonus snan be made payable to the City of Ferndale.			
28	1-02.9	Delivery of Proposal			
28 29		st 15, 2012 APWA GSP, Option A)			
29 30	(Augu	si 15, 2012 AI WA OSI , Option A)			
31	Delete	e this section and replace it with the following:			
32	Delett	e this section and replace it with the following.			
33	Fa	ich proposal shall be submitted in a sealed envelope, with the Project Name and Project			
34	Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as				
35		herwise required in the Bid Documents, to ensure proper handling and delivery.			
36	01	there is the required in the Dia Documents, to ensure proper hundring and derivery.			
37	If	the project has FHWA funding and requires DBE Written Confirmation Documents or Good			
38		ith Effort Documentation, then to be considered responsive, the Bidder shall submit with			
39		eir Bid Proposal, written Confirmation Documentation from each DBE firm listed on the			
40		dder's completed DBE Utilization Certification, form 272-056A EF, as required by Section			
41		02.6.			
42	•				
43	Tł	ne Contracting Agency will not open or consider any Bid Proposal that is received after the			
44		ne specified in the Call for Bids for receipt of Bid Proposals, or received in a location other			
45		an that specified in the Call for Bids.			
46					

## 1 1-02.10 Withdrawing, Revising, or Supplementing Proposal

2 (July 23, 2015 APWA GSP) 3

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

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

- 1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
  - 2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
- 12 13 14

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3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

16 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before 17 the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened 18 Proposal package to the Bidder. The Bidder must then submit the revised or supplemented 19 package in its entirety. If the Bidder does not submit a revised or supplemented package, then 20 its bid shall be considered withdrawn. 21

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

# 26 **1-02.12** Public Opening of Proposals

- 27 (*May 4, 2012 APWA GSP*) 28
- 29 Delete this section and replace it with the following: 30

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

# 37 **1-02.13** Irregular Proposals

- 38 (January 4, 2016 APWA GSP)
- 39

43

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36

- 40 Delete this section and replace it with the following:41
- 42 1. A proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
- b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed proposal form contains any unauthorized additions, deletions,

1	alternate Bids, or conditions;			
2	d. The Bidder adds provisions reserving the right to reject or accept the award, or enter			
3	into the Contract;			
4	e. A price per unit cannot be determined from the Bid Proposal;			
5	f. The Proposal form is not properly executed;			
6	g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as			
7	required in Section 1-02.6;			
8	h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise			
9	Certification, if applicable, as required in Section 1-02.6;			
10	i. The Bidder fails to submit written confirmation from each DBE firm listed on the			
11	Bidder's completed DBE Utilization Certification that they are in agreement with the			
12	bidders DBE participation commitment, if applicable, as required in Section 1-02.6,			
13	or if the written confirmation that is submitted fails to meet the requirements of the			
14	Special Provisions;			
15	j The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as			
16	required in Section 1-02.6, or if the documentation that is submitted fails to			
17	demonstrate that a Good Faith Effort to meet the Condition of Award was made;			
18	k. The Bid Proposal does not constitute a definite and unqualified offer to meet the			
19	material terms of the Bid invitation; or			
20	1. More than one proposal is submitted for the same project from a Bidder under the			
21	same or different names.			
22				
23	2. A Proposal may be considered irregular and may be rejected if:			
24	a. The Proposal does not include a unit price for every Bid item;			
25	b. Any of the unit prices are excessively unbalanced (either above or below the amount			
26	of a reasonable Bid) to the potential detriment of the Contracting Agency;			
27	c. Receipt of Addenda is not acknowledged;			
28	d. A member of a joint venture or partnership and the joint venture or partnership submit	t		
29	Proposals for the same project (in such an instance, both Bids may be rejected); or			
30	e. If Proposal form entries are not made in ink.			
31				
32	(December 29, 2008 R&E GSP)			
33	Item 1a is supplemented with the following:			
34				
35	"Bidders do not have to be pre-qualified."			
36				
37	1-02.15 Pre Award Information			
38	(August 14, 2013 APWA GSP)			
39				
40	Revise this section to read:			
41				
42	Before awarding any contract, the Contracting Agency may require one or more of these			
43	items or actions of the apparent lowest responsible bidder:			
44	1. A complete statement of the origin, composition, and manufacture of any or all materials			
45	to be used,			
46	2. Samples of these materials for quality and fitness tests,			

and time required for the various phases of the work, 2 3 4. A breakdown of costs assigned to any bid item, 4 5. Attendance at a conference with the Engineer or representatives of the Engineer, 5 6. Obtain, and furnish a copy of, a business license to do business in the city or county 6 where the work is located. 7 7. Any other information or action taken that is deemed necessary to ensure that the bidder 8 is the lowest responsible bidder. 9 10 (*December 29, 2008 R&E GSP*) 11 Section 1-02.15 is supplemented with the following: 12 9. Evidence of financial resources and experience, 13 10. Organization and equipment the Bidder has available for the performance of the contract 14 by the Bidder and each proposed subcontractor. 15 16 17 1-03 AWARD AND EXECUTION OF CONTRACT 18 19 1-03.1 **Consideration of Bids** 20 (January 23, 2006 APWA GSP) 21 22 Revise the first paragraph to read: 23 24 After opening and reading proposals, the Contracting Agency will check them for correctness 25 of extensions of the prices per unit and the total price. If a discrepancy exists between the price 26 per unit and the extended amount of any bid item, the price per unit will control. If a minimum

3. A progress schedule (in a form the Contracting Agency requires) showing the order of

bid amount has been established for any item and the bidder's unit or lump sum price is less
than the minimum specified amount, the Contracting Agency will unilaterally revise the unit
or lump sum price, to the minimum specified amount and recalculate the extension. The total
of extensions, corrected where necessary, including sales taxes where applicable and such
additives and/or alternates as selected by the Contracting Agency, will be used by the
Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the
amount of the contract bond.

# 35 **1-03.3 Execution of Contract**

- 36 (October 1, 2005 APWA GSP)
- 37

- 38 Revise this section to read:
- 39
- 40 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available
   41 for signature by the successful bidder on the first business day following award. The number
   42 of copies to be executed by the Contractor will be determined by the Contracting Agency.
- Within <u>5</u> calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the

contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

14 **1-03.4 Contract Bond** 

15 (July 23, 2015 APWA GSP)

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### Delete the first paragraph and replace it with the following:

19 The successful bidder shall provide executed payment and performance bond(s) for the full 20 contract amount. The bond may be a combined payment and performance bond; or be 21 separate payment and performance bonds. In the case of separate payment and performance 22 bonds, each shall be for the full contract amount. The bond(s) shall:

- 23 1. Be on Contracting Agency-furnished form(s);
  - 2. Be signed by an approved surety (or sureties) that:
    - a. Is registered with the Washington State Insurance Commissioner, and
    - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
- 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
- b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
  Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors,
  material person, or any other person who provides supplies or provisions for carrying
  out the work;
- 39
  4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
- 41 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the
  42 bond; and
- 43
  6. Be signed by an officer of the Contractor empowered to sign official statements (sole
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  45
  6. Be signed by an officer of the Contractor empowered to sign official statements (sole
  46. Be signed by an officer of the Contractor is a corporation, the bond(s) must be signed by
  47. The president of the Contractor is a corporation, the bond(s) must be signed by
  48. The president of the Contractor empowered to sign official statements (sole
  49. The president of the Contractor empowered to sign official statements (sole
  40. The president of the Contractor is a corporation, the bond(s) must be signed by
  41. The president of the Contractor is a corporation of the authority of

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the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

4 1-03.7 Judicial Review

5 (July 23, 2015 APWA GSP) 6

Delete this section and replace it with the following:

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

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# 1-04 SCOPE OF THE WORK

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# 17 1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

- 19 (March 13, 2012 APWA GSP)
- 20 Revise the second paragraph to read: 21

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

- 1. Addenda,
- 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
- 8. <u>WSDOT</u> Standard Plans <u>for Road</u>, Bridge, and Municipal Construction.
- 3233 1-04.6 Variation in Estimated Quantities
- 34 (May 25, 2006 APWA GSP)
- 35 Supplement this Section with the following:
- 36
- 37 The quantities for:
- 38
- 39 Crushed Surfacing Top Course
- 40 HMA for Preleveling Cl. 3/8" PG 64-22
- 41 HMA for Pavement Repair Cl. <sup>1</sup>/<sub>2</sub>"
- 42 HMA Class <sup>1</sup>/<sub>2</sub>" PG 64-22
- 43 Pavement Repair Excavation Incl. Haul
- 44 Quarry Spalls
- 45
- 46 have been entered into the Proposal only to provide a common proposal for bidders. Actual

- quantities will be determined in the field as the work progresses, and will be paid at the original
   bid price, regardless of final quantity. These bid items shall not be subject to the provisions of
   1-04.6 of the Standard Specifications.
  - 1-05 CONTROL OF WORK

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

8 (March 30, 2007 R&E GSP) 

- 10 Section 1-05.4 is supplemented with the following:
- Survey stakes will be provided by the Contracting Agency in accordance with this Section, as
  supplemented by the following:
  - 1. Clearing stakes (no vertical control) will be placed at the approximate limits of clearing prior to the Contractor's clearing and grubbing operations.
  - 2. Cut/fill stakes will be placed after completion of clearing and grubbing. The Contractor shall designate a qualified supervising grade checker for the project. This grade checker shall meet with the Engineer prior to the beginning of grading operations in order to develop a mutually agreeable staking and notation system for the project.
  - 3. Offset stakes and grade hubs will be provided for enclosed drain lines, sanitary sewer mains, water mains, manhole structures and fire hydrants, according to the system agreed on by the grade checker Engineer.
  - 4. The Engineer will not provide grade hubs within the traveled way on any section of road concurrent with the Contractor's hauling operations on that particular section of road.
  - 5. Grade hubs will be provided only for the top of the ballast course. In order to eliminate unnecessary destruction of grade hubs, these hubs will not be placed within the traveled way until grading has been completed to plus or minus 0.05 feet, based on cut stake information, and until the roadway where the hubs are to be placed has been compacted to the satisfaction of the Engineer.
  - 6. Staking for curb and gutter will be set on intervals of 25 feet. Curb and gutter grades must conform to within plus or minus 0.02 feet of elevations shown on the Project Plans. Deviation from this specification will be cause for rejection of non-conforming work. Asphalt finish graded must conform to within plus or minus 0.03 feet of elevations shown on the Project Plans.
- Any additional survey stakes not specified herein or any replacement of survey stakes
  provided, will be accomplished by the Engineer at the Contractor's expense. The City of
  Ferndale may require payment from the Contractor for such additional or redundant
  surveying in an amount not to exceed the labor and equipment costs directly assignable to
  the additional work. Such costs may be deducted from payments due the Contractor in
  accordance with the provisions of Section 1-05.4.

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

#### 5 1-05.7 **Removal of Defective and Unauthorized Work** 6

(October 1, 2005 APWA GSP)

- 8 Supplement this section with the following:
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10 If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the 11 12 Contract Documents, the Engineer may correct and remedy such work as may be identified in 13 the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

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If the Contractor fails to comply with a written order to remedy what the Engineer determines 17 to be an emergency situation, the Engineer may have the defective and unauthorized work 18 corrected immediately, have the rejected work removed and replaced, or have work the 19 Contractor refuses to perform completed by using Contracting Agency or other forces. An 20 emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy 21 could be potentially unsafe, or might cause serious risk of loss or damage to the public. 22

- 23 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and 24 remedying defective or unauthorized work, or work the Contractor failed or refused to perform, 25 shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, 26 or to become due, the Contractor. Such direct and indirect costs shall include in particular, but 27 without limitation, compensation for additional professional services required, and costs for 28 repair and replacement of work of others destroyed or damaged by correction, removal, or 29 replacement of the Contractor's unauthorized work.
- 30
- 31 No adjustment in contract time or compensation will be allowed because of the delay in the 32 performance of the work attributable to the exercise of the Contracting Agency's rights 33 provided by this Section. 34

35 The rights exercised under the provisions of this section shall not diminish the Contracting 36 Agency's right to pursue any other avenue for additional remedy or damages with respect to 37 the Contractor's failure to perform the work as required.

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#### 39 1-05.11 **Final Inspection** 40

41 Delete this section and replace it with the following:

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### 1 **1-05.11** Final Inspections and Operational Testing

2 (October 1, 2005 APWA GSP) 3

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### 1-05.11(1) Substantial Completion Date

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

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

- Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.
- The above process shall be repeated until the Engineer establishes the Substantial Completion
   Date and the Contractor considers the work physically complete and ready for final inspection.

#### 1-05.11(2) Final Inspection and Physical Completion Date

30 When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The 31 32 Engineer will set a date for final inspection. The Engineer and the Contractor will then make a 33 final inspection and the Engineer will notify the Contractor in writing of all particulars in which 34 the final inspection reveals the work incomplete or unacceptable. The Contractor shall 35 immediately take such corrective measures as are necessary to remedy the listed deficiencies. 36 Corrective work shall be pursued vigorously, diligently, and without interruption until physical 37 completion of the listed deficiencies. This process will continue until the Engineer is satisfied 38 the listed deficiencies have been corrected.

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- If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
   written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor,
   take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.
- The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.
- 45 Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting
- 46 Agency, in writing, of the date upon which the work was considered physically complete. That

date shall constitute the Physical Completion Date of the contract, but shall not imply
 acceptance of the work or that all the obligations of the Contractor under the contract have
 been fulfilled.

# 1-05.11(3) Operational Testing

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6 7 It is the intent of the Contracting Agency to have at the Physical Completion Date a complete 8 and operable system. Therefore when the work involves the installation of machinery or other 9 mechanical equipment; street lighting, electrical distribution or signal systems; irrigation 10 systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the 11 12 physical completion date. Whenever items of work are listed in the Contract Provisions for 13 operational testing they shall be fully tested under operating conditions for the time period 14 specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or 15 16 equipment which prove faulty, or that are not in first class operating condition. Equipment, 17 electrical controls, meters, or other devices and equipment to be tested during this period shall 18 be tested under the observation of the Engineer, so that the Engineer may determine their 19 suitability for the purpose for which they were installed. The Physical Completion Date cannot 20 be established until testing and corrections have been completed to the satisfaction of the 21 22 Engineer.

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

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

# 30 **1-05.13** Superintendents, Labor and Equipment of Contractor

- 31 (August 14, 2013 APWA GSP)
  32
- 33 Delete the sixth and seventh paragraphs of this section.34

### 35 1-05.15 Method of Serving Notices

36 (March 25, 2009 APWA GSP) 37

- 38 Revise the second paragraph to read:
- All correspondence from the Contractor shall be directed to the Project Engineer. <u>All</u>
   correspondence from the Contractor constituting any notification, notice of protest, notice
   of dispute, or other correspondence constituting notification required to be furnished under
   the Contract, must be in paper format, hand delivered or sent via mail delivery service to
   the Project Engineer's office. Electronic copies such as e-mails or electronically delivered
   copies of correspondence will not constitute such notice and will not comply with the
   requirements of the Contract.

1 Add the following new section:

#### 2 3 **1-05.16** Water and Power

- 4 (October 1, 2005 APWA GSP) 5
  - The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.
- 10 Add the following new section:
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# 1-05.17 Oral Agreements

- 13 (October 1, 2005 AWPA GSP) 14
  - No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.
- 21 1-06 CONTROL OF MATERIALS22
- 23 **1-06.4 Handling and Storing Materials**

(February 1, 2008 R&E GSP)

- 26 Section 1-06.4 is supplemented with the following:
  - The Contractor shall make arrangements for storage of equipment and materials.
  - No staging area is provided by the Contracting Agency.

### 32 **1-06.6 Recycled Materials**

33 (January 4, 2016 APWA GSP)

- 35 Delete this section, including its subsections, and replace it with the following: 36
- The Contractor shall make their best effort to utilize recycled materials in the construction of
   the project. Approval of such material use shall be as detailed elsewhere in the Standard
   Specifications.
- 41 Prior to Physical Completion the Contractor shall report the quantity of recycled materials
- 42 that were utilized in the construction of the project for each of the items listed in Section 9-
- 43 03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass,
- 44 steel furnace slag and other recycled materials (e.g. utilization of on-site material and
- 45 aggregates from concrete returned to the supplier). The Contractor's report shall be provided
- 46 on DOT form 350-075 Recycled Materials Reporting.

### 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

## 1-07.1 Laws to Be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

- 22 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the 23 Contractor's plant, appliances, and methods, and for any damage or injury resulting from their 24 failure, or improper maintenance, use, or operation. The Contractor shall be solely and 25 completely responsible for the conditions of the project site, including safety for all persons 26 and property in the performance of the work. This requirement shall apply continuously, and 27 not be limited to normal working hours. The required or implied duty of the Engineer to 28 conduct construction review of the Contractor's performance does not, and shall not, be 29 intended to include review and adequacy of the Contractor's safety measures in, on, or near 30 the project site. 31
- 32 1-07.2 State Taxes
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34 Delete this section, including its sub-sections, in its entirety and replace it with the following:

- 35
  36 **1-07.2 State Sales Tax**
- 37 (June 27, 2011 APWA GSP)
- 38

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

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

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

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# 1-07.2(1) State Sales Tax — Rule 171

15 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, 16 roads, etc., which are owned by a municipal corporation, or political subdivision of the state, 17 or by the United States, and which are used primarily for foot or vehicular traffic. This includes 18 storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work 19 20 performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in 21 the various unit bid item prices, or other contract amounts, including those that the Contractor 22 pays on the purchase of the materials, equipment, or supplies used or consumed in doing the 23 work. 24

# 1-07.2(2) State Sales Tax — Rule 170

27 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or 28 existing buildings, or other structures, upon real property. This includes, but is not limited to, 29 the construction of streets, roads, highways, etc., owned by the state of Washington; water 30 mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; 31 32 telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above 33 streets or roads, unless such power lines become a part of a street or road lighting system; and 34 installing or attaching of any article of tangible personal property in or to real property, whether 35 or not such personal property becomes a part of the realty by virtue of installation.

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

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

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### 1-07.2(3) Services

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

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

- 8 (*February 1, 2008 R&E GSP*)
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Section 1-07.15 is supplemented with the following:

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

#### 18 1-07.17 **Utilities and Similar Facilities**

19 (April 2, 2007 WSDOT GSP) 20

21 Section 1-07.17 is supplemented with the following:

Locations and dimensions shown in the Plans for existing facilities are in accordance with 24 available information obtained without uncovering, measuring, or other verification.

26 The following addresses and telephone numbers of utility companies known or suspected of 27 having facilities within the project limits are supplied for the Contractor's convenience: 28

- Puget Sound Energy, 1660 Park Lane, Burlington, WA 98233 Jane Major, (360)-766-5571
- 32 Frontier Communications, 595 Pease Road, Burlington, WA 98233 33 Barb Robinson, (360) 757-7624

35 Comcast Cable, 400 Sequoia Drive, Bellingham, WA 98226 36 Bill Inama (360) 527-8241

- Thomas Hall (253) 439-8955 37 38
- 39 Cascade Natural Gas, 1910 Racine Street, Bellingham, WA 98229 40 Brandon Haugnes, (360)-733-5986 41 Black Rock Cable, Inc., 3229 Northshore Rd., Bellingham, WA 98226
- 42 Randy Wilson, (360) 734-7930
- 43 44 City of Ferndale Public Works, 2095 Main Street, Ferndale, WA 98248 45 Bo Westford, (360)-384-4006
- 46

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

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

### 5 **1-07.18 Insurance**

6 (January 4, 2016 APWA GSP) 7

#### 8 1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of
  section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of
  not less than A-: VII and licensed to do business in the State of Washington. The
  Contracting Agency reserves the right to approve or reject the insurance provided, based on
  the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- 18 19 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all 20 subsequent renewals, shall be no later than the effective date of this Contract. The policy 21 shall state that coverage is claims made, and state the retroactive date. Claims-made form 22 coverage shall be maintained by the Contractor for a minimum of 36 months following the 23 Completion Date or earlier termination of this Contract, and the Contractor shall annually 24 provide the Contracting Agency with proof of renewal. If renewal of the claims made form 25 of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase 26 an extended reporting period ("tail") or execute another form of guarantee acceptable to the 27 Contracting Agency to assure financial responsibility for liability for services performed. 28
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
  Umbrella Liability insurance policies shall be primary and non-contributory insurance as
  respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage.
  Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting
  Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- 34
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written
   notice of any policy cancellation, within two business days of their receipt of such notice.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency

- 1 on demand, or at the sole discretion of the Contracting Agency, offset against funds due the 2 Contractor from the Contracting Agency. 3
- 4 I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of 5 the Contract and no additional payment will be made. 6

## 1-07.18(2) Additional Insured

7 8 All insurance policies, with the exception of Workers Compensation, and of Professional 9 Liability and Builder's Risk (if required by this Contract) shall name the following listed entities 10 as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- 13 The above-listed entities shall be additional insured(s) for the full available limits of liability

maintained by the Contractor, irrespective of whether such limits maintained by the Contractor 14

15 are greater than those required by this Contract, and irrespective of whether the Certificate of

Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those 16

- 17 maintained by the Contractor.
- 18

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19 For Commercial General Liability insurance coverage, the required additional insured

20 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and 21 CG 20 37 10 01 for completed operations.

22

#### 1-07.18(3) Subcontractors 23

24 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that

25 complies with all applicable requirements of the Contractor-provided insurance as set forth

26 herein, except the Contractor shall have sole responsibility for determining the limits of coverage

- 27 required to be obtained by Subcontractors.
- 28

29 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in

30 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that 31 section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01

- 32 for ongoing operations and CG 20 37 10 01 for completed operations.
- 33

34 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting

35 Agency evidence of insurance and copies of the additional insured endorsements of each

36 Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

37

#### 38 1-07.18(4) Verification of Coverage

39 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and

40 endorsements for each policy of insurance meeting the requirements set forth herein when the

41 Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand

42 such verification of coverage with these insurance requirements or failure of Contracting Agency

43 to identify a deficiency from the insurance documentation provided shall not be construed as a

- 44 waiver of Contractor's obligation to maintain such insurance.
- 45
- 46 Verification of coverage shall include:

- 1 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
- 6 3. Any other amendatory endorsements to show the coverage required herein.
- A notation of coverage enhancements on the Certificate of Insurance shall <u>not</u> satisfy these
   requirements actual endorsements must be submitted.
- 9

10 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting

- 11 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is
- required on this Project, a full and certified copy of that policy is required when the Contractordelivers the signed Contract for the work.
- 14

### 15 **1-07.18(5)** Coverages and Limits

- 16 The insurance shall provide the minimum coverages and limits set forth below. Contractor's
- 17 maintenance of insurance, its scope of coverage, and limits as required herein shall not be
- 18 construed to limit the liability of the Contractor to the coverage provided by such insurance, or
- 19 otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.
- 20

21 All deductibles and self-insured retentions must be disclosed and are subject to approval by the

- 22 Contracting Agency. The cost of any claim payments falling within the deductible or self-
- 23 insured retention shall be the responsibility of the Contractor. In the event an additional insured
- 24 incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or
- 25 self-insured retention shall be the responsibility of the Contractor.
- 26

### 27 1-07.18(5)A Commercial General Liability

- 28 Commercial General Liability insurance shall be written on coverage forms at least as broad as
- 29 ISO occurrence form CG 00 01, including but not limited to liability arising from premises,
- 30 operations, stop gap liability, independent contractors, products-completed operations, personal
- 31 and advertising injury, and liability assumed under an insured contract. There shall be no
- 32 exclusion for liability arising from explosion, collapse or underground property damage.
- 33
- The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
- 36
- Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's
   completed operations for at least three years following Substantial Completion of the Work.
- 39
- 40 Such policy must provide the following minimum limits:
- 41 \$1,000,000 Each Occurrence
- 42 \$2,000,000 General Aggregate
- 43 \$2,000,000 Products & Completed Operations Aggregate
- 44 \$1,000,000 Personal & Advertising Injury each offence

#### \$1,000,000 Stop Gap / Employers' Liability each accident

#### 3 1-07.18(5)B Automobile Liability

4 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be 5 written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the

- 6 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 7 endorsements.
- 8

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- 9 Such policy must provide the following minimum limit:
- \$1,000,000 10 Combined single limit each accident
- 11
- 12

#### 13 14 1-07.18(5)C Workers' Compensation

- 15 The Contractor shall comply with Workers' Compensation coverage as required by the Industrial 16 Insurance laws of the State of Washington.
- 17

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18 1-07.23 **Public Convenience and Safety** 19

#### 20 **1-07.23(1)** Construction under Traffic

21 (January 2, 2012 WSDOT GSP)

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

### Work Zone Clear Zone

25 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The 26 27 WZCZ applies only to temporary roadside objects introduced by the Contractor's 28 operations and does not apply to preexisting conditions or permanent Work. Those work 29 operations that are actively in progress shall be in accordance with adopted and approved 30 Traffic Control Plans, and other contract requirements.

31

32 During nonworking hours equipment or materials shall not be within the WZCZ unless 33 they are protected by permanent guardrail or temporary concrete barrier. The use of 34 temporary concrete barrier shall be permitted only if the Engineer approves the installation 35 and location.

36

37 During actual hours of work, unless protected as described above, only materials 38 absolutely necessary to construction shall be within the WZCZ and only construction 39 vehicles absolutely necessary to construction shall be allowed within the WZCZ or 40 allowed to stop or park on the shoulder of the roadway.

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42 The Contractor's nonessential vehicles and employees private vehicles shall not be 43 permitted to park within the WZCZ at any time unless protected as described above.

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

- 1 Minimum WZCZ distances are measured from the edge of traveled way and will be
- 2 determined as follows: 3

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

\* or 2-feet beyond the outside edge of sidewalk

#### Minimum Work Zone Clear Zone Distance

8 (August 7, 2006 WSDOT GSP)

9 Lane closures are subject to the following restrictions:

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

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

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

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22 (December 8, 2008 R&E GSP)

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

24

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

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

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#### 34 Controlled Access

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

#### 38 **Pedestrian Access**

39 The Contractor shall keep all pedestrian routes and access point (including sidewalks and

1 crosswalks when located within the project limits) open and clear at all times unless permitted 2 otherwise by the Engineer in an approved traffic control plan. 3

#### 4 **Signs and Traffic Control Devices**

5 All signs and traffic control devices for the permitted closures shall only be installed during 6 the hours specified on the plans. Construction signs, if placed earlier than the specified hours 7 of closure, shall be turned or covered so as not to be visible to motorists.

#### 9 **Hours of Darkness**

10 The Contractor shall, at no additional cost to the Contracting Agency, make all arrangements for operations during hours of darkness. A portable illumination system, which will 11 12 adequately illuminate the entire work area shall be provided. Flagger stations and advance 13 warning signs shall be illuminated with a minimum 150-watt floodlight and to the satisfaction 14 of the Engineer. Flares are for emergency use and are not considered a proper method of illumination. 15

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### **Hour Adjustment**

18 If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any 19 20 change in the closures hours.

### **Advance Notification**

22 23 The Contractor shall be responsible for notifying private property owners, or tenants, five (5) 24 working days in advance of scheduled interruptions of access to private roads or driveways. The Contractor shall notify the Engineer three (3) working days in advance of scheduled 25 26 interruptions of access to private road or driveways. The Contractor shall only interrupt access to one half of any private road or driveway. The Contractor shall notify private property 27 owners, or tenants, by having a representative of the Contractor personally contact the private 28 29 property owner or tenant. If the property owner or tenant is not available, the Contractor shall 30 leave a door hanger notice indicating the commencement date of work, duration of work, the type of work being done, and the Contractor's and Engineer's phone number and address for 31 32 questions and concerns. The Engineer shall be provided adequate time to review, comment, 33 and approve the door hanger notice prior to the Contractor placing any notices. Access shall 34 be restored as soon as possible, but not later than the end of each working day. Any exception 35 will only be allowed with the approval of the private property owner, or tenant, and the 36 Engineer. All costs involved with public notification shall be incidental to the various bid 37 items

38

39 The Contractor shall notify the Engineer in writing 5 working days in advance of any lane closure, sidewalk closure, or both. 40

#### 41 42 **Public Notification**

43 The Contractor shall notify the local fire, police, emergency service, and city engineering 44 departments; transit companies; and the affected school district(s) in writing a minimum of 5

working days prior to each closure. The Contractor shall furnish copies of these notifications to the Engineer.

4 **1-07.24 Rights of Way** 5 (July 23, 2015 APWA GSI

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5 (July 23, 2015 APWA GSP) 6

### Delete this section and replace it with the following:

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.

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

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

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

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

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*)

8 Section 1-07.26 is revised to read:

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

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# **PROSECUTION AND PROGRESS**

15 Add the following new section:

#### **1-08.0 Preliminary Matters**

- (May 25, 2006 APWA GSP)
- 20 Add the following new section:

#### **1-08.0(1)** Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

- 1. A breakdown of all lump sum items;
- 2. A preliminary schedule of working drawing submittals; and
- 3. A list of material sources for approval if applicable.
- 42 Add the following new section:
- 43 44 **1-08.0(2)** Hours of Work
- 45 (December 8, 2014 APWA GSP)
- 46

- Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.
- All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

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

- 18 If the Contracting Agency approves such a deviation, such approval may be subject to certain 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; personnel from the Contracting Agency's material testing lab; inspectors; and other 25 Contracting Agency employees or third party consultants when, in the opinion of the 26 27 Engineer, such work necessitates their presence.) 28
  - 2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
    - 3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
    - 4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
    - 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll
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# 38 1-08.1 Subcontracting

- 39 Section 1-08.1 is supplemented with the following:
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Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall
 submit to the Engineer a certification that a written agreement between the Contractor and the
 subcontractor or between the subcontractor and any lower tier subcontractor has been
 executed.

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:

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

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

#### 15 1-08.3(2)A Type A Progress Schedule

16 (March 13, 2012 APWA GSP)

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18 Revise this section to read:19

The Contractor shall submit **\$\$3\$\$** copies of a Type A Progress Schedule no later than <u>at the</u> <u>preconstruction conference</u>, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

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#### 1-08.4 Prosecution of Work

- Delete this section in its entirety, and replace it with the following:
- 31 **1-08.4 Prosecution of Work**

33 Delete this section and replace it with the following:

#### 35 **1-08.4 Notice to Proceed and Prosecution of Work**

(July 23, 2015 APWA GSP)

37 38 Notice to Proceed will be given after the contract has been executed and the contract bond 39 and evidence of insurance have been approved and filed by the Contracting Agency. The 40 Contractor shall not commence with the work until the Notice to Proceed has been given by 41 the Engineer. The Contractor shall commence construction activities on the project site 42 within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time 43 44 specified in the contract. Voluntary shutdown or slowing of operations by the Contractor 45 shall not relieve the Contractor of the responsibility to complete the work within the time(s)

46 specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract. (August 7, 2006) The Contractor shall begin work no earlier than \*\*\*May 15, 2017 \*\*\*. (*February 1, 2008 R&E GSP*) Section 1-08.4 is supplemented with the following: **Project Meetings** 

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

#### **Progress Meetings**

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

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

- 1. Review minutes of previous meeting, amend minutes if necessary, and accept minutes.
- 2. Review unresolved questions and issues from previous Progress Meetings and further consider those questions and issues.
- 3. Review new questions and issues regarding delays, coordination with other agencies, changed conditions or work scope, interferences, utilities, and requests for information (RFI's).
  - 4. Review corrective measures to regain projected schedule
  - 5. Review status of submittals, RFI's, change issues, as-built documentation, and other correspondence.
    - 6. Review effects of proposed changes on progress schedule and coordination
  - 7. Contractor to present updated look-ahead / as-built schedule describing activities to occur in the upcoming three weeks, and to document the as-built schedule for work accomplished since the prior meeting. Contractor to present the updated schedule at each regular weekly progress meeting.
- **Coordination Meetings**
- Coordination Meetings will commence after the NTP has been issued. The purpose of the
   Coordination Meetings is to coordinate the Contractor's Work with the work being done
   concurrently at the Site by others. Coordination meetings will be scheduled in conjunction
   with progress meetings when appropriate.

1	Additional Meetings		
2	Additional meetings will be scheduled as necessary for the completion of various portions		
3	of the Work. Meetings will include pre-installation, pre-testing or other purpose as		
4	required by the specifications, conditions on the jobsite, or as requested by the Engineer or		
5	the project team.		
6			
7	All costs involved with the various meetings shall be incidental to the various bid items.		
8			
9	1-08.5 Time for Completion		
10	(March 13, 1995 WSDOT GSP)		
11			
12	Section 1-08.5 is supplemented with the following:		
13			
14	This project shall be physically completed within <u>20</u> working days.		
15			
16	<b>1-08.5</b> Time for Completion		
17	(September 12, 2016 APWA GSP, Option A)		
18			
19	Revise the third and fourth paragraphs to read:		
20			
21	Contract time shall begin on the first working day following the Notice to Proceed Date.		
22 23			
23 24	Each working day shall be charged to the contract as it occurs, until the contract work is		
24 25	physically complete. If substantial completion has been granted and all the authorized		
	working days have been used, charging of working days will cease. Each week the Engineer		
26	will provide the Contractor a statement that shows the number of working days: (1) charged		
27	to the contract the week before; (2) specified for the physical completion of the contract; and		
28	(3) remaining for the physical completion of the contract. The statement will also show the		
29	nonworking days and any partial or whole day the Engineer declares as unworkable. Within		
30	10 calendar days after the date of each statement, the Contractor shall file a written protest of		
31	any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in		
32	sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed.		
33	By not filing such detailed protest in that period, the Contractor shall be deemed as having		
34	accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4		
35	days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked		
36	would ordinarily be charged as a working day then the fifth day of that week will be charged		
37	as a working day whether or not the Contractor works on that day.		
38			
39	Revise the sixth paragraph to read:		
40			
41	The Engineer will give the Contractor written notice of the completion date of the contract		
42	after all the Contractor's obligations under the contract have been performed by the		
43	Contractor. The following events must occur before the Completion Date can be established:		
44	1. The physical work on the project must be complete; and		
45	2. The Contractor must furnish all documentation required by the contract and required		
46	by law, to allow the Contracting Agency to process final acceptance of the contract.		
47	The following documents must be received by the Project Engineer prior to		

1	establishing a completion date:			
2	a. Certified Payrolls (per Section 1-07.9(5)).			
3	b. Material Acceptance Certification Documents			
4	c. Monthly Reports of Amounts Credited as DBE Participation, as required by			
5	the Contract Provisions.			
6	d. Final Contract Voucher Certification			
7	e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the			
8	Contractor and all Subcontractors			
9	f. Property owner releases per Section 1-07.24			
10				
11	1-08.7 Maintenance during Suspension			
12	(October 1, 2005 APWA GSP)			
13				
14	Revise the second paragraph to read:			
15				
16	At no expense to the Contracting Agency, the Contractor shall provide through the construction			
17	area a safe, smooth, and unobstructed roadway, sidewalk, and path for public use during			
18	suspension (as required in Section 1-07.23 or the Special Provisions). This may include a			
19	temporary road or detour.			
20				
21	1-08.9 Liquidated Damages			
22	(August 14, 2013 APWA GSP)			
23				
24	Revise the fourth paragraph to read:			
25				
26	When the Contract Work has progressed to Substantial Completion as defined in the			
27	<u>Contract</u> , the Engineer may determine that the work is Substantially Complete. The Engineer			
28	will notify the Contractor in writing of the Substantial Completion Date. For overruns in			
29	Contract time occurring after the date so established, the formula for liquidated damages			
30	shown above will not apply. For overruns in Contract time occurring after the Substantial			
31	Completion Date, liquidated damages shall be assessed on the basis of direct engineering and			
32	related costs assignable to the project until the actual Physical Completion Date of all the			
33	Contract Work. The Contractor shall complete the remaining Work as promptly as possible.			
34	Upon request by the Project Engineer, the Contractor shall furnish a written schedule for			
35	completing the physical Work on the Contract.			
36				
37	1-09 MEASUREMENT AND PAYMENT			
38				
39	1-09.2 Weighing Equipment			
40				
41	1-09.2(1) General Requirements for Weighing Equipment			
42	(February 1, 2008 R&E GSP)			
43				
44	Section 1-09.2(1) is supplemented with the following:			
45				
46	Truck certified weight tickets must be machine-printed with gross, tare and net weights.			
47	Additional information required on each weight ticket: Truck Number, Driver's Name, Date			

- 1 Load Time and Date, Load Site, Unload Time and Date, Unload Site. No handwritten weight 2 tickets will be accepted.
- 3 4

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

#### 7 1-09.6 **Force Account**

8 (October 10, 2008 APWA GSP)

- 9
- 10 Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all 11 12 items to be paid per force account, only to provide a common proposal for Bidders. All such 13 dollar amounts are to become a part of Contractor's total bid. However, the Contracting 14 Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work 15 16 actually authorized by Engineer.

- 17 18 (*February 1, 2008 R&E GSP*)
- 19 Section 1-09.6 is supplemented with the following:
- 20 21 No claim for force account shall be allowed except upon written order by the Engineer prior 22 to the performance of the work. The Contractor shall submit the required force account 23 documentation to the Engineer on a daily basis unless agreed otherwise. The Contractor and 24 the Engineer shall review all work or material to be paid for under force account on a daily 25 basis unless agreed otherwise. The Contractor may propose corrections to the force account 26 quantities and shall supply supporting documentation to the Engineer within 2 working days, 27 unless agreed otherwise, of having reviewed the force account quantities with the Engineer.
- 28

#### 29 1-09.9 Payments

- 30 (March 13, 2012 APWA GSP)
- 31

32 Supplement this section with the following:

- 33 34 Lump sum item breakdowns are not required when the bid price for the lump sum item is less 35 than \$20,000.
- 36

37 (March 13, 2012 APWA GSP)

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

- 39
- 40 The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment. 41
- 42

43 The Contractor shall submit a breakdown of the cost of lump sum bid items at the 44 Preconstruction Conference, to enable the Project Engineer to determine the Work performed 45 on a monthly basis. A breakdown is not required for lump sum items that include a basis for

46 incremental payments as part of the respective Specification. Absent a lump sum breakdown,

- the Project Engineer will make a determination based on information available. The Project
   Engineer's determination of the cost of work shall be final.
   3
- Progress payments for completed work and material on hand will be based upon progress
   estimates prepared by the Engineer. A progress estimate cutoff date will be established at the
   preconstruction conference.

8 The initial progress estimate will be made not later than 30 days after the Contractor 9 commences the work, and successive progress estimates will be made every month thereafter 10 until the Completion Date. Progress estimates made during progress of the work are tentative, 11 and made only for the purpose of determining progress payments. The progress estimates are 12 subject to change at any time prior to the calculation of the final payment. 13

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

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

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

- 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 2. The amount of progress payments previously made; and
- 3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.
- Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

### 35 **1-09.11(3)** Time Limitation and Jurisdiction

36 (July 23, 2015 APWA GSP)

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38 Delete this section and replace it with the following:

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- 40 For the convenience of the parties to the Contract it is mutually agreed by the parties that any
- 41 claims or causes of action which the Contractor has against the <u>Contracting Agency</u> arising 42 from the Contract shall be brought within 180 calendar days from the data of final according
- 42 from the Contract shall be brought within 180 calendar days from the date of final acceptance 43 (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any
- 43 (Section 1-05.12) of the Contract by the <u>Contracting Agency</u>; and it is further agreed that any 44 such claims or causes of action shall be brought only in the Superior Court of the county
- 44 such claims of causes of action shall be brought only in the Superior Court of the count 45 where the Contracting Agency headquarters is located, provided that where an action is
- 46 asserted against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties

- 1 understand and agree that the Contractor's failure to bring suit within the time period
- 2 provided, shall be a complete bar to any such claims or causes of action. It is further
- 3 mutually agreed by the parties that when any claims or causes of action which the Contractor
- 4 asserts against the <u>Contracting Agency</u> arising from the Contract are filed with the
- 5 <u>Contracting Agency</u> or initiated in court, the Contractor shall permit the <u>Contracting Agency</u>
- 6 to have timely access to any records deemed necessary by the <u>Contracting Agency</u> to assist in 7 evaluating the claims or action.
- 8

# 1-09.13 Claims Resolution

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# 11 **1-09.13(3)A** Administration of Arbitration

12 (October 1, 2005 APWA GSP) 13

14 Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of <u>the county in which the Contracting Agency's headquarters are located</u>. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

# 22 1-10 TEMPORARY TRAFFIC CONTROL

23 24 **1-10.1 General** 

25 (March 17, 2010 R&E GSP)

26 Section 1-10.1 is supplemented with the following: 27

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

31

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

38 If a modification to traffic control is deemed necessary by the Engineer, the contractor shall 39 immediately implement any requested modification(s). The need for flashing warning lights 40 shall be as determined by the Engineer. The cost of modifications to the tragic control plans 41 as directed by the Engineer shall be considered incidental to the Contract.

42

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

#### 1 1-10.2 Traffic Control Management

- 2 (February 4, 2008 R&E GSP)
- 23

4 Section 1-10.2 is supplemented with the following:

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

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12 If the Contractor's employees are not available in a timely manner to take care of emergency 13 traffic control work, Contracting Agency forces will perform this work on behalf of the 14 Contractor. If Contracting Agency forces provide emergency traffic control, the costs to the 15 Contracting Agency will be deducted from progress payments due the Contractor in 16 accordance with Section 1-10.1 of the Standard Specifications.

### 18 **1-10.2(1)** General

- 19 (December 1, 2008 WSDOT GSP) 20
- 21 Section 1-10.2(1) is supplemented with the following:

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

- 26 The Northwest Laborers-Employers Training Trust
- 27 27055 Ohio Ave.
- 28 Kingston, WA 98346
- 29 (360) 297-3035
- 30
- 31 Evergreen Safety Council
- 32 401 Pontius Ave. N.
- 33 Seattle, WA 98109
- 34 1-800-521-0778 or
- 35 (206) 382-4090
- 36
- 37 The American Traffic Safety Services Association
- 38 15 Riverside Parkway, Suite 100
- 39 Fredericksburg, Virginia 22406-1022
- 40 Training Dept. Toll Free (877) 642-4637
- 41 Phone: (540) 368-1701
- 42
- 43 1-10.2(2) Traffic Control Plans
- 44 (December 1, 2016 R&E GSP)
- 45
- 46 Section 1-10.2(2) is supplemented with the following:
- 47

1	The Work Zone Traffic Control Plans (TC-1 – TC-18) WSDOT Standard Plans are included			
2	in the contract documents as an appendix. These standard plans and the Traffic Control Plans			
3	included in the Contract Documents shall be considered as the project TCP's. The contractor			
4	may choose to submit alternate TCP's for approval as outlined in this section.			
5				
6	Any modifications to existing plans or new traffic plans shall be submitted to the Engineer for			
7	review and approval a minimum of five (5) working days prior to institution of the plan.			
8				
9	1-10.3 Traffic Control Labor, Procedures and Devices			
10				
11	1-10.3(3) Traffic Control Devices			
12	(February 4, 2008 R&E GSP)			
13				
14	Section 1-10.3 is supplemented with the following:			
15				
16	As may be indicated in the Signing Plan or Traffic Control Plan, the Contractor may be			
17	required to install signs, warning lights, or both, on barricades.			
18				
19	1-10.4 Measurement			
20				
21	1-10.4(3) Reinstating Unit Items With Lump Sum Traffic Control			
22				
23	Section 1-10.4(3) is supplemented with the following:			
24	(August 2, 2004 WSDOT GSP)			
25				
26	The bid proposal contains the item "Project Temporary Traffic Control," lump sum and the			
27	additional temporary traffic control items listed below. The provisions of Section 1-10.4(1),			
28	Section 1-10.4(3), and Section 1-10.5(3) shall apply.			
29				
30	"Flaggers"			
31	"Other Traffic Control Labor"			
32				

# DIVISION 2 EARTHWORK

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### 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

5 6 **2-01.1 Description** 

7 (February 4, 2008 R&E GSP)

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

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

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

#### 20 2-01.2 Disposal of Useable Material and Debris

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

23 Section 2-01.2 is supplemented with the following:

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

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

29 (February 4, 2008 R&E GSP)

30 31

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26 27

- Section 2-01.2(1) is supplemented with the following:
- 33 Disposal method No. 1 shall not be permitted within the project limits.

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

- 36 (March 17, 2010 R&E GSP)
- 37 Section 2-01.2(3) is supplemented with the following:38
- 39 Revise the fourth sentence to read:
- 4041 "All chips shall become the property of the Contractor and shall be removed".
- 42

### 2-01.3 Construction Requirements

**2-01.3(1)** Clearing

(February 4, 2008 R&E GSP)

- Section 2-01.3(1) is supplemented with the following:
- 8. The Contractor shall clear all areas staked and flagged by the Engineer prior to the placement of cut/fill stakes, offset stakes or grade hubs.
  - 9. Tree trimming shall be sequenced so that overhanging limbs are removed prior to commencing construction activities. Construction activities include equipment staging, materials storage, and worker-vehicle parking.
- 10. When tree roots are encountered during construction activities, the Contractor shall carefully expose all roots greater than1 inch diameter, either by hand or gently with the machine bucket, and then cut cleanly with lopper or saw. Pulling and wrenching of the roots shall not be allowed.

### **2-01.3(2)** Grubbing

- 20 Section 2-01.3(2) is supplemented with the following:
  - f. Stumps shall be removed except where doing so would damage water, sewer lines or other utilities. Voids left by stump removal shall be backfilled with a granular material and compacted in accordance with Section 2-03.3(14)C. Unless otherwise noted, all materials removed shall become the property of the Contractor and shall be disposed of outside the project limits.
  - g. If equipment outriggers are placed between the proposed sidewalk and the trees, the Contractor shall place plywood or large wood chips to spread out the weight of the outriggers.
- **2-01.5** Payment
- 32 (February 4, 2008 R&E GSP)
- 34 Section 2-01.5 is supplemented with the following:35

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

- **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**
- **2-02.1 Description**
- 43 (September 15, 2008 R&E GSP)
  44
- 45 Section 2-02.1 is supplemented with the following:

1	Also included will be existing asphalt concrete pavement, chip seal, cement concrete curbs, gutter, sidewalk, driveways, retaining walls, culverts, ecology blocks, guardrail and posts.
2 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.
5	Equipment, labor, and materials necessary to perform the work as specified shall be considered
6	a portion of this work. All material shall be hauled offsite to a permitted, Contractor provided
7	disposal site in accordance with Section 2-03.3(7)C. No payment will be made for haul.
8	disposar site in accordance with Section 2 05.5(7)e. The payment will be made for hadi.
9	2-02.3 Construction Requirements
10	( <i>February 4, 2008 R&amp;E GSP</i> )
11	
12	Section 2-02.3 is supplemented with the following:
13	
14	Utility Removal
15	Cavities left by removal of features by other parties, i.e., utility poles or other obstructions.
16	shall be backfilled and compacted by the Contractor in accordance with Section 2-03.3(14)C.
17	
18	Use of Explosives
19	Explosives shall not be used in the demolition.
20	
21	2-02.3(3) Removal of Pavement, Sidewalks, Curbs and Gutters
22	(March 9, 2008 R&E GSP)
23	
24	Section 2-02.3(3) is supplemented with the following:
25	
26	Delete Item 1. No on-site burial of pavement, sidewalks, curbs and gutters, is allowed.
27	
28	Item 3 is supplemented with the following: "At locations where the existing concrete is
29	to remain, the horizontal sawcut line shall not vary more than 1/8 inch along the edge of a
30	10-foot straightedge placed on the surface parallel to the horizontal sawcut line."
31 32	Removal of Asphalt Concrete Pavement
33	The approximate thicknesses of the pavement are:
34	The upproximate unexitesses of the puvelient are.
35	Please refer to the "Geotechnical Engineering Reports" contained in the appendix.
36	Theuse feler to the Geoteeninear Engineering Reports contained in the appendix.
37	Removal of Cement Concrete Curb, Gutter and Sidewalk
38	The Contractor shall use a sawcut to delineate the curb, gutter and sidewalk to be removed
39	from curb, gutter and sidewalk to remain. The Contractor shall take care to avoid damaging
40	adjacent curb, gutter and sidewalk to remain. Any damage caused to the curb, gutter and
41	sidewalk to remain, as a result of the Contractor's operations, shall be repaired to the
42	satisfaction of the Engineer at no additional cost to the Contracting Agency.
43	
44	2-02.4 Measurement
45	(February 4, 2008 R&E GSP)

46

47 Section 2-02.4 is supplemented with the following:

- 1 Sawcut ACP will be measured by the linear foot-inch along the line and slope of the cut prior 2 to sawcutting and as staked by the Engineer. Saw-cut, if used for the pavement repair, shall not 3 be measured.
- 4 5

6

7

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

#### 8 2-02.5 Payment

- 9 (February 4, 2008 R&E GSP)
- 10 11

12

### Section 2-02.5 is supplemented with the following:

13 The lump sum contract price for "Removal of Structures and Obstructions" shall be full 14 compensation for all tools, equipment, materials, and labor to excavate and dispose of the 15 above materials, including Haul and disposal fees. Removal of any structures and obstructions 16 readily apparent by visual inspection from the ground surface and not identified elsewhere will 17 be considered incidental to this bid item.

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

24 2-04 HAUL

#### 26 2-04.4 Measurement

- 27 (February 5, 2008 R&E GSP) 28 29
  - Section 2-04.4 is revised to read:

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

#### 33 34 2-04.5 Payment

- 35 (*February 5, 2008 R&E GSP*) 36
- 37 Section 2-04.5 is deleted in its entirety.

#### 38 39 2-06 SUBGRADE PREPARATION

40

#### 41 2-06.1 Description

- 42 Section 2-06.1 is supplemented with the following:
- 43
- 44 This Work includes using the existing planing materials and preparing and grading the planing
- material for surfacing as well as grading the shoulders and areas specified on the Plans. The work 45
- also includes a berm as shown on the Plans in order to control run-off and erosion and is incidental 46
- to the subgrade preparation. 47

1	2-06.4 Measurement			
2	Section 2-06.4 is supplemented with the following:			
3				
4 5	Grade Existing Roadbed will be measured by the square yard of finished surface.			
6	2-06.5 Payment			
7	Section 2-06.5 is supplemented with the following:			
8				
9	"Grade Existing Roadbed", square yard			
10	The unit contract price per square yard for "Grade Existing Roadbed" shall be full pay for all			
11	Work described in this section including haul and disposal, required for constructing the roadbed			
12	to the lines and grades shown, and shall include all costs thereof in the unit Contract price per			
13	square yard.			
14				
15	2-07 WATERING			
16				
17	2-07.4 Measurement			
18	(September 15, 2008 R&E GSP)			
19				
20	Section 2-07.4 is supplemented with the following:			
21	The Contractor shall provide water distribution records including truck tickets and encreter			
22 23	The Contractor shall provide water distribution records including truck tickets and operator time records if requested by the Engineer. The contractor will not be allowed to use City			
23 24	time records if requested by the Engineer. The contractor will not be allowed to use City			
24 25	water from fire hydrant without first renting a backflow preventer and meter from the City. Use of City water must be pre-approved by the Public Works Department. If Contracting			
26	Agency water is used, water meter records will be recorded and used as the basis for payment.			
27	Agency water is used, water meter records will be recorded and used as the basis for payment.			
28	2-12 CONSTRUCTION GEOSYNTHETIC			
29				
30	2-12.1 Description			
31	(******)			
32	Section 2-12.1 is supplemented with the following:			
33				
34	The Contractor shall furnish and place paving geotextile fabric in accordance with the details			
35	shown on the plans.			
36				
37	2-12.2 Materials Description			
38				
39	Section 2-12.2 is supplemented with the following:			
40				
41	Paving Geotextile Fabric9-33			
42 43	The following new Section is created:			
43 44	The following new Section is created.			
44				
46				
••				

#### **2-12.3 (5) Paving Geotextile Fabric**

2 (\*\*\*\*\*\*) 

The geotextile shall either be overlapped a minimum of 2 feet at all longitudinal and transverse joints, or the geotextile shall be sewn together.

#### **2-12.4 Measurement**

8 (\*\*\*\*\*\*)

9 Section 2-12.4 is supplemented with the following:

"Paving Geotextile Fabric" will be measured by the square yard for the ground surface area actually covered.

#### **2-12.5 Payment**

15 (\*\*\*\*\*\*)

- 16 Section 2-12.5 is supplemented with the following:
- 18 "Paving Geotextile Fabric", per square yard.

1 2	DIVISIO BASES	DN 4		
3 4	4-02	GRAVEL BASE		
5				
6	4-02.2 Materials			
7	(February 5, 2008 R&E GSP)			
8 9	Section 4	4-02.2 is supplemented with the following:		
10	Mat	erial shall meet the requirements of Section 9-03.10 Gravel Base as modified. Refer to		
11 12		sed Section 9-03.10 Aggregate for Gravel Base.		
12	4-02.4 N	Ieasurement		
14		31, 2011 R&E GSP)		
15	· ·	paragraph of Section 4-02.4 is revised to read:		
16	ine mst	purugruph of beetion + 62. + is fevilled to feud.		
17	"Gr	avel Base" shall be measured by the ton and shall include haul.		
18	U.	aver Buse shall be measured by the ton and shall merade had.		
19	4-02.5 P	avment		
20		y 5, 2008 R&E GSP)		
21		4-02.5, delete the second paragraph and replace with the following:		
22				
23	"Gra	avel Base," per ton.		
24				
25	Proc	of rolling of material at the direction of the Engineer will be considered incidental to this		
26		item.		
27				
28	<b>4-04 BA</b>	LLAST AND CRUSHED SURFACING		
29				
30	4-04.4 N	Ieasurement		
31	(Februar	y 5, 2008 R&E GSP)		
32	Section 4	1-04.4, the second paragraph is revised to read:		
33				
34	"Crı	ushed Surfacing Top Course," shall be measured by the ton and shall include haul.		
35				
36	4-04.5 P	ayment		
37	(Februar	y 5, 2008 R&E GSP)		
38	Section 4	-04.5, the second paragraph is revised to read:		
39				
40	"Crı	ushed Surfacing Top Course," per ton.		
41				

#### **DIVISION 5**

#### 1 2 SURFACE TREATMENTS AND PAVEMENTS 3 4 5-04 HOT MIX ASPHALT 5 (February 21, 2017 APWA GSP) 6 7 Delete WSDOT Amended Section 5-04, Hot Mix Asphalt dated January 3, 2017 and replace 8 it with Section 5-04, Hot Mix Asphalt as printed in the Standard Specifications for Road, 9 Bridge and Municipal Construction, 2016 edition. 10 11 5-04.2 **Materials** 12 (January 3, 2011) 13 Section 5-04.2 is supplemented with the following: 14 15 ESAL's 16 The number of ESAL's for the design and acceptance of the HMA shall be \*\*\* \$\$1\$\$ \*\*\* 17 million. 18 19 The Contractor may choose to utilize RAP in excess of 20 percent of the total weight of the 20 HMA. If greater than 20 percent of the total weight of HMA is RAP, the Contractor shall 21 sample and test the RAP during stockpile construction in accordance with WSDOT FOP for 22 AASHTO T 308 for the determination of the asphalt binder content and WSDOT FOP for 23 WAQTC/AASHTO T 27/T 11 for gradation of the aggregates. The RAP shall be sampled and 24 tested at a frequency of one sample for every 1,000 tons produced. The asphalt content and 25 gradation test data shall be reported to the Contracting Agency prior to or when submitting the 26 mix design. The Contractor shall include the RAP as part of the mix design as defined in these 27 Specifications. 28 29 5-04.3 **Construction Requirements** 30 (*February 25, 2008 R&E GSP*) 31 Section 5-04.3 is supplemented with the following: 32 33 All castings within paved areas shall be adjusted to finished grade after the final lift of paving as 34 shown on the plans and paid per Section 7-05.5. 35 36 5-04.3(3) **Hot Mix Asphalt Pavers** 37

#### 38 **Material Transfer Device / Vehicle** 5-04.3(3)A

- 39 (January 16, 2014 APWA GSP)
- 40
- 41 The first paragraph of this section is revised to read:
- 42
- 43 Additionally, a material transfer device or vehicle (MTD/V) is not required at the following
- 44 locations **\$\$Project Limits\$\$.**
- 45

## 1 5-04.3(5)A Preparation Of Existing Paved Surfaces

- 2 (March 9, 2010 R&E GSP)
- 3 Section 5-04.3(5)A is supplemented with the following:
- 4
- Tack coat shall be uniformly applied to cover the face of the gutter abutting the HMA with a
  thin film of residual asphalt free of streaks and bare spots.
- 8 The Contractor shall limit the amount of tack coat placed to that amount that will be fully 9 covered by the asphalt overlay at the end of each work shift.
- 10 11 (NWR February 9, 2004)
- 12 The Contractor shall ensure that the asphalt for tack coat does not enter into State waters, 13 including wetlands.
- 14

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

# 20 **5-04.3(5)C Crack Sealing**

- 21 (August 4, 2015 R&E GSP)
- 22

# 23 **5-04.3(5)C1 General**

24 Section 5-04.3(5)C1 is supplemented with the following:

Sand slurry shall be used for all cracks. All cracks shall be cleaned with a stiff-bristled broom
and hot air lanced (HCA) before applying joint sand slurry. The hot air lance must follow
wandering cracks without tearing, chipping or spalling the edges in a single pass. Cracks must
be clean, free of debris, and dry prior to filling with sand slurry.

- 30
- 31 The hot air lance shall conform to the following requirements: 32
  - ItemRequirementHeated air temperatures600 deg. F to 2500 deg. FExit heated air1000 ft./sec.Compressed air capacity40 to 100 cfm pressure 75 to 150 psiPropane5 to 20 psiLance weight with strap11 lbs.
- 33

# 34 **Preparation of Cracks**

- No sand slurry be installed until all cracks have be cleaned free of all deleterious materials, including any dust, old sealant, incompressibles, and are sufficiently dry. Following the initial cleaning operation, all cracks shall be HCA lanced within 10 minutes of application of the
- 57 cleaning operation, all cracks shall be HCA lanced within 10 minutes of application of the
- 38 sealant. Equipment for the two operations should be kept in a compact configuration such that
- not more than 50 feet separates equipment required by the two operations. Extreme care shall be
- 40 used to ensure the crack sidewalls do not become overheated and burned.

### 1 Application of Sand Slurry

2 No sand slurry material shall be installed until all cracks to be sealed have been inspected and 3 approved by the Engineer. The sand slurry shall be applied in the crack uniformly from the 4 bottom to the top and shall be filled without formation of entrapped air or voids. Pouring pots or 5 gravity-fed sealant applicators shall not be used for sealing cracks and joints. Cracks shall be 6 filled flush with the surface and any overfill shall be squeegeed so that the overband cap does 7 not exceed 1/16" above the surface and the width does not exceed 1" beyond the crack edges. 8 All overbanding shall be kept to a minimum. After the sand slurry has set, settling shall not 9 exceed 3/8" below the surface.

10

# 11 **Pavement Cleaning and Protection**

12 The pavement surface and all work areas shall be left in a clean condition. Vehicular traffic shall 13 not be permitted on the pavement in the areas of the treated cracks and joints during the curing 14 period. Any damage to uncured sealant shall be repaired at the contractor's expense.

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# 16 5-04.3(7)A2 Statistical or Nonstatistical Evaluation 17

18 Delete this section and replace it with the following:

# 20 **5-04.3(7)A2** Nonstatistical Evaluation

21 (January 16, 2014 APWA GSP) 22

Mix designs for HMA accepted by Nonstatistical evaluation shall;

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

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

35 36

37

38

39

- The proposed mix design indicated on a WSDOT mix design/anti-strip report that is within one year of the approval date
- The proposed HMA mix design submittal (Form 350-042) with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The proposed mix design by a qualified City or County laboratory mix design report that
   is within one year of the approval date.
- 42
- 43 The mix design will be performed by a lab accredited by a national authority such as

44 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction

- 45 Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program
- 46 (AAP) and shall supply evidence of participation in the AASHTO Material Reference

1 Laboratory (AMRL) program.

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

- 6 7 **5-04.3(8)A1 General**
- 8 (January 16, 2014 APWA GSP)
- 9 Delete this section and replace it with the following:
- 10

12

- 11 Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.
- Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in thecontract documents.
- 15

16 The mix design will be the initial JMF for the class of HMA. The Contractor may request a 17 change in the JMF. Any adjustments to the JMF will require the approval of the Project 18 Engineer and must be made in accordance with Section 0.02 8(7)

- 18 Engineer and must be made in accordance with Section 9-03.8(7).
- 19
- 20 Commercial evaluation may be used for Commercial HMA and for other classes of HMA in
- 21 the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores,
- 22 prelevel, and pavement repair. Other nonstructural applications of HMA accepted by
- commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of
- 24 HMA accepted by commercial evaluation will be at the option of the Project Engineer.
- 25 Commercial HMA can be accepted by a contractor certificate of compliance letter stating the
- 26 material meets the HMA requirements defined in the contract.
- 27

# 28 **5-04.3(8)A4** Definition of Sampling Lot and Sublot

- 29 (January 16, 2014 APWA GSP)
- 30 Section 5-04.3(8)A4 is supplemented with the following:
- 31
- 32 For HMA in a structural application, sampling and testing for total project quantities less than
- 33 400 tons is at the discretion of the engineer. For HMA used in a structural application and with
- a total project quantity less than 800 tons but more than 400 tons, a minimum of one
- 35 acceptance test shall be performed:
- i. If test results are found to be within specification requirements, additional testing
  will be at the engineers discretion.
- 38 ii. If test results are found not to be within specification requirements, additional
  39 testing as needed to determine a CPF shall be performed.
- 40
- 41 **5-04.3(8)A5** Test Results
- 42 (January 16, 2014 APWA GSP)
- 43
- 44 The first paragraph of this section is deleted.
- 45
- 46

### 1 **5-04.3(8)A6 Test Methods**

- 2 (*May 30, 2013 R&E GSP*)
- 3 Delete this section and replace it with the following;
- 4
- 5 Testing of HMA for compliance of Va will be at the option of the Contracting Agency. If
- 6 tested, compliance of Va will be use WSDOT Standard Operating Procedure SOP 731. Testing
- 7 for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308. Testing
- for compliance of gradation will be by WAQTC FOP for AASHTO T 27/T 11.

# 10 **5-04.3(9)** Spreading And Finishing

- 11 (February 25, 2008 R&E GSP)
- 12 Section 5-04.3(9) is supplemented with the following:
- 13
- 14 During grading operations, the elevation difference between the portion of the traveled way open
- 14 During grading operations, the elevation difference between the portion of the traveled way open 15 to traffic and the adjoining portion of roadway shall be tapered at 10:1 or greater to allow cross 16 traffic.
- 17

## 18 **5-04.3(10)B4 Test Results**

- 19 (May 30, 2013 R&E GSP)
- 20 Delete this section and replace it with the following;
- 21

22 The results of all acceptance testing performed in the field and the Composite Pay Factor

- 23 (CPF) of the lot after three sublots have been tested will be provided to the Contractor within 2
- 24 working days. The Contractor may request a sublot be retested. To request a retest, the
- 25 Contractor shall submit a written request within 7 calendar days after the specific test results
- 26 provided. The sample will be tested for a complete gradation analysis, asphalt binder content,
- and the results of the retest will be used for the acceptance of the HMA in place of the original
- 28 sublot sample test results. The cost of testing will be deducted from any monies due or that
- 29 may come due the Contractor under the Contract at the rate of \$250 per sample.
- 30

# 31 **5-04.5(1)B** HMA Price Adjustments for Quality of HMA Compaction

- 32 (January 16, 2014 APWA GSP)
- 33 Delete this section and replace it with the following:
- 34

35 The maximum CPF of a compaction lot is 1.00.

36

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

- 42
- 43
- 44
- 45

#### 1 5-04.3(12) **Joints**

#### 3 5-04.3(12)A Transverse Joints

- 4 (*February 25, 2008 R&E GSP*)
- 5 Section 5-04.3(12)A1 is supplemented with the following: 6

All joints of new hot mix asphalt to an existing pavement shall be sealed with an appropriate asphalt joint sealer.

8 9

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7

2

#### 10 5-04.3(14) **Planing Bituminous Pavement**

- 11 (March 9, 2010 R&E GSP)
- 12 Section 5-04.3(14) is supplemented with the following:

#### 14 **Transverse Joints**

- 15 Unless specifically directed by the Engineer, all connections to existing asphalt shall be by a 16 vertical sawcut abutting the pavements together and heated prior to mat construction. All joints
- 17 of new hot mix asphalt to an existing pavement shall be sealed with an appropriate asphalt joint
- 18 sealer. The Contractor shall construct and maintain a temporary hot mix asphalt wedge in
- 19 accordance with Section 5-04.3(12) across the entire width of the transverse edge when traffic is
- 20 allowed prior to paving. The wedge shall be constructed before opening the lane to traffic. The
- 21 Contractor shall remove the wedge immediately prior to paving.

#### 22 **Beveled Edge Planing**

- 23 A beveled edge shall be constructed in areas with a planed depth of more than 0.20 foot that will 24 not be paved during the same work shift.
- 25
- 26 The Contractor shall use a beveled cutter on the mandrel of the planing equipment, or other 27 approved method(s), to eliminate the vertical edge(s). The beveled edge(s) shall be constructed 28 at a 4:1 slope.
- 29

#### 30 **5-04.4 Measurement**

- 31 (August 4, 2015 R&E GSP)
- 32 Section 5-04.4 is supplemented with the following:
- 33 34

Crack Sealing, there will be no measurement for the lump sum item Crack Sealing.

#### 35 36 5-04.5 Payment

- 37 (August 4, 2015 R&E GSP)
- 38 Section 5-04.5 is supplemented with the following:
- 39
- 40 "Crack Sealing", Lump Sum.
- 41 The unit Contract price Lump Sum "Crack Sealing" shall be full payment for furnishing all
- 42 materials, for all preparation, and placing of the material, and for all labor, equipment, tools, and 43 incidentals necessary to complete this item.
- 44 45

1 **DIVISION 7** 

#### 2 DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, 3 **AND CONDUITS**

4 5

6

#### 7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

#### 7 8 9 7-05.4 Measurement

(*April 10, 2008, 2008 R&E GSP*) Section 7-05.4 is supplemented with the following:

#### 10 11

12

18

No Specific unit of measurement shall apply for the item "Adjustment to Finished Grade"

#### 13 7-05.5 **Payment**

14

(April 10, 2008 R&E GSP) Section 7-05.5 is supplemented with the following: 15

16 17

"Adjustments to Finished Grade", lump sum.

19 The lump sum price for "Adjustments to Finished Grade" shall be full compensation for all

20 labor, tools, equipment, and materials necessary to adjust existing structures to finished grades

21 within the project limits. Commercial HMA required for Adjustments to Finished Grades shall

22 be considered incidental to this item.

# **DIVISION 8**

2	MISCELLANEOUS CONSTRUCTION
3 4	8-01 EROSION CONTROL AND WATER POLLUTION CONROL
5	
6 7	8-01.4 Measurement (March 18, 2010, 2008 R&E GSP)
8 9	Section 8-01.4 is supplemented with the following:
10 11	No specific unit of measure shall apply to the lump sum item "ESC Lead."
12	8-01.5 Payment
13 14 15	(March 18, 2010 R&E GSP) Section 8-01.5 is supplemented with the following:
16 17	The first item, "ESC Lead", of Section 8-01.5 is revised to read:
18 19	"ESC Lead", lump sum.
20 21	The sixth item, "Inlet Protection" of Section 8-01.5 is revised to read:
22 23 24	"Inlet Protection", per each. The unit contract price per each for inlet protection shall include all costs for removal and disposal of accumulated debris, inlet protection maintenance, and inlet protection removal and disposal.
25 26	8-22 PAVEMENT MARKING
27	
28	8-22.1 Description
29 30	Section 8-22.1 is supplemented with the following:
31 32 33	Also included in this item is the complete removal of temporary pavement markings that will conflict with the new channelization. This work shall be incidental to the various bid items of the Contract, and no additional compensation will be made.
34 35	The Contractor shall replace all pavement markings as currently delineated throughout the
36	project. It shall be the responsibility of the Contractor to off-set and/or keep track of the
37 38	existing pavement markings for replacement.
39	8-22.2 Materials
40 41	Section 8-22.2 is supplemented with the following:
42 43 44	In accordance with Section 8-22.2 of the Standard Specifications, the plastic material used to form pavement markings shall be Type A $-$ liquid hot applied thermoplastic.

# 1 8-22.3 Construction Requirements

- 2 (February 11, 2008 R&E GSP)
- $\frac{2}{3}$

5 6

7

4 Section 8-22.3 is supplemented with the following:

- Pavement markings shall be applied with appropriate templates to avoid non-uniform edges and unwanted drippings. Any such non-conforming pavement markings will be removed and replaced at the Contractors expense.
- 8 9

# 10 8-22.3(1) Preliminary Spotting

Section 8-22.3(1) is supplemented with the following:

13 The Contractor shall notify the Engineer three (3) working days in advance of scheduled 14 preliminary spotting.

- 1516 8-23 TEMPORARY PAVEMENT MARKINGS
- 17

### 18 **8-23.1 Description**

Section 8-23.1 is supplemented with the following:

The temporary centerline striping shall be 1-foot of stripe for every 25-feet of roadway. Temporary marking will be incidental to the bid proposal item for HMA in accordance with Section 5-04.

23 24 25

21

22

The following new Section is created:

## 27 8-30 POTHOLE EXISTING UNDERGROUND UTILITY

#### 28 29

26

## 8-30.1 Description

30

31 When directed by the Engineer or shown on the Plans, this work shall consist of potholing 32 existing underground utilities. The Contractor shall perform utility investigations or 33 coordinate with utility companies as required. At the direction of the Engineer, the Contractor 34 shall perform exploratory excavations or provide hand potholing as required to collect as-built 35 utility information. The Contractor shall verify the depth and location of existing underground 36 utilities. The Contractor shall immediately notify the Engineer if field conditions differ from 37 that shown on the Plans. The Contractor shall give the owner advance notice of four (4) 38 working days, prior to conducting such investigations.

39

# 40 **8-30.4 Measurement**

41

Measurement for potholing existing underground utilities will be by the unit for each pothole.

# 4243 8-30.5 Payment

44 Payment will be made in accordance with Section 1-04.1, for the following bid items:

- 45
- 46 "Pothole Existing Underground Utility", per each.

1 The unit contract price per each for "Pothole Existing Underground Utility" shall be full 2 compensation for all equipment, labor, and materials to locate the existing utility, verify the 3 utilities' vertical and horizontal location, and restoring the disturbed area.

4 5

## The following new Section is created:

# 8-31 REPAIR EXISTING PUBLIC AND PRIVATE FACILITIES 7

# 8 8-31.1 Description

9 10

11 12

13

14

This work shall consist of the repair of existing public and private facilities, and the correction, repair, removal, or construction of items as directed by the Engineer. This shall not exempt the contractor from protecting known existing facilities, or from the responsibility for repair of such known existing facilities.

# 15 8-31.3 Construction Requirements16

The contractor shall obtain written or verbal approval from the Engineer, prior to proceeding
with any repair of existing or private facilities. Work performed without approval from the
Engineer will not be compensated.

The Contractor and the Contracting Agencies' representative or Engineer shall reconcile the hours of work for labor and equipment on a daily basis for the purpose of tracking all work under this item. The Contractor shall supply the Engineer with material invoices for all materials incorporated into this work in a timely manner. Invoices shall be original or copies of original invoices from the material supplier.

# 27 **8-31.4 Measurement**

28 29

30

31

26

Work performed under the item "Repair Existing Public and Private Facilities" shall be measured in accordance with Section 1-09.6 Force Account.

# 32 **8-31.5 Payment**

33

Payment for the item "Repair Existing Public and Private Facilities" shall be full compensation
 for all labor, tools, equipment, materials and subcontractor work needed to complete individual
 items of work as directed by the engineer. This item shall be paid in accordance with Section
 1-09.6 Force Account.

38

#### 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 4.4 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 shall 22 be essentially free from various types of wood waste or other extraneous or objectionable 23 materials. It shall have such characteristics of size and shape that it will compact readily and 24 the maximum particle size shall not exceed $\frac{1}{2}$ of the depth of the layer being placed. 25 26 Gravel base shall meet the following requirements for grading and quality when placed in 27 hauling vehicles for delivery to the roadway or during manufacture and placement into a 28 temporary stockpile. The exact point of acceptance will be determined by the Engineer. 29 30 Sieve Size Percent Passing 31 4" square 100 32 1-1/2" square 70-100 33 1/2" square 35-80 U.S. No. 4 15-50 34 35 U.S. No. 40 20 max36 U.S. No. 200 5.0 max 37 38 Sand Equivalent shall be 40 min. 39

- 40 All percentages are by weight.
- 41 Gravel base material retained on a No. 4 sieve shall contain not more than 0.20 percent by
- 42 weight of wood waste.

### 1 9-33 CONSTRUCTION GEOSYNTHETIC

- 2
- 3 The following new section is created:

### 4 9-03.2(4) Geotextile Paving Fabric

#### 5 (\*\*\*\*\*\*)

6 Geotextile Paving Fabric shall be non-woven polypropylene geotextile and shall meet the

- following Minimum Average Roll Values (MARV) when tested in accordance with themethods listed below
- 9

Winning Toperties Required for Geotextile Taving Fabric			
Geotextile Property	ASTM Test Method	Units	<b>Required Values</b>
Tensile Strength (Grab)	ASTM D 4632	lbs	120
Elongation	ASTM D 4632	%	50
Asphalt Retention	ASTM D-6140	gal/yd²	0.24
Melting Point	ASTM D 276	°F	320
UV Resistance	ASTM D-4355	%	70
%Retained at 500 hours			

#### Minimum Properties Requireed for Geotextile Paving Fabric

10

11 All geotextile properties above MARV (i.e., the test results for any sampled roll in a lot shall 12 meet or exceed the values shown in the table).

13

The test procedures used are essentially in conformance with the most recently approved ASTM geotextile test procedures, except for geotextile sampling and specimen conditioning, which are in accordance with WSDOT T 914, Practice for Sampling of Geotextiles for Testing, and T 915, Practice for Conditioning of Geotextiles for Testing, respectively. Copies of these test methods are available at the State Materials Laboratory, PO Box 47365, Olympia, WA 98504-7365.

#### (January 3, 2017) Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 16-048, effective August 1, 2016 is made a part of this contract.

The Standard Plans are revised as follows:

### <u>A-30.15</u> DELETED

#### <u>A-40.10</u>

Section View, PCCP to HMA Longitudinal Joint, callout, was – "Sawed Groove ~ Width 3/16" (IN) MIN. to 5/16" (IN) MAX. ~ Depth 1" (IN) MIN. ~ see Std. Spec. 5-04.3(12)B" is revised to read; "Sawed Groove ~ Width 3/16" (IN) MIN. to 5/16" (IN) MAX. ~ Depth 1" (IN) MIN. ~ see Std. Spec. Section 5-04.3(12)A2"

#### <u>A-50.10</u>

Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

<u>A-50.20</u>

Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

<u>A-50.30</u>

Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

#### <u>A-60.30</u>

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

#### <u>B-15.60</u>

Table, Maximum Knockout Size column, 120" Diam., 42" is revised to read; 96"

#### <u>B-25.20</u>

Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

#### <u>B-40.40</u>

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."

#### <u>B-55.20</u>

Metal Pipe elevation, title is revised to read; "Metal Pipe and Steel Rib Reinforced Polyethylene Pipe"

<u>B-90.40</u>

Offset & Bend details, add the subtitle, "Plan View" above titles

<u>C-16a</u>

Note 1, reference C-28.40 is revised to C-20.10

<u>C-16b</u>

Note 3, reference C-28.40 is revised to C-20.10

<u>C-22.14</u>

Note 3, formula, was: "Elevation G = (Elevation S – D x (0.1) + 28" is revised to read: "Elevation G = (Elevation S – D x (0.1) + 28/12"

#### <u>C-22.16</u>

Note 3, formula, was: "Elevation G = (Elevation S – D x (0.1) + 31" is revised to read: "Elevation G = (Elevation S – D x (0.1) + 31/12"

<u>C-22.41</u> DELETED

#### <u>D-10.10</u>

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.

#### <u>D-10.15</u>

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.

## <u>D-10.30</u>

Wall Type 5 may be used in all cases.

#### <u>D-10.35</u>

Wall Type 6 may be used in all cases.

#### <u>D-10.40</u>

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.

#### <u>D-10.45</u>

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.

#### <u>D-15.10</u>

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.

#### <u>D-15.20</u>

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"

<u>F-10.40</u> "EXTRUDED CURB AT CUT SLOPE", Section detail - Deleted <u>F-10.42</u>

DELETE - "Extruded Curb at Cut Slope" View

<u>G-22.10</u>

Sheet 2, Elevation , Three-Post Installation, Dimension, upper right, was – ".035" is revised to read: "0.35X"

<u>H-70.20</u>

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

J-3 DELETED

<u>J-3b</u> DELETED

<u>J-3C</u> 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."

#### <u>J-10.22</u>

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  $\frac{1}{4}$  turn fasteners or slide latch." Is revised to read; "Hinged dead front with  $\frac{1}{4}$  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  $\frac{1}{2}$ " 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  $\frac{1}{2}$ " 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  $\frac{1}{2}$ " 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  $\frac{1}{2}$ " CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"

Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

## J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1  $\frac{1}{2}$ " DIAM., is revised to read; CHASE NIPPLE ~ 1  $\frac{1}{2}$ " (IN) DIAM.

## <u>J-21.16</u>

Detail A, callout, was - LOCKNIPPLE, is revised to read; CHASE NIPPLE

#### <u>J-22.15</u>

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0" (2x) Detail A, callout, was – LOCK NIPPLE ~  $1 \frac{1}{2}$ " DIAM. is revised to read; CHASE NIPPLE ~  $1 \frac{1}{2}$ " (IN) DIAM.

#### J-40.10

Sheet 2 of 2, Detail F, callout, " $12 - 13 \times 1 \frac{1}{2}$ " S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; " $12 - 13 \times 1 \frac{1}{2}$ " 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

#### <u>K-80.30</u>

In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

#### <u>M-11.10</u>

Layout, dimension (from stop bar to "X"), was – 23' is revised to read; 24'

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-008/7/07 A-10.20-0010/5/07 A-10.30-0010/5/07 A-20.10-008/31/07 A-30.10-0011/8/07 A-30.30-016/16/11 A-30.35-0010/12/07	A-40.00-008/11/09 A-40.10-0312/23/14 A-40.15-008/11/09 A-40.20-0312/23/14 A-40.50-0212/23/14 A-50.10-0011/17/08 A-50.20-019/22/09	A-50.30-0011/17/08 A-50.40-0011/17/08 A-60.10-0312/23/14 A-60.20-0312/23/14 A-60.30-0011/8/07 A-60.40-008/31/07
$\begin{array}{c} \text{B-5.20-01} & \dots & 6/16/11 \\ \text{B-5.40-01} & \dots & 6/16/11 \\ \text{B-5.60-01} & \dots & 6/16/11 \\ \text{B-10.20-01} & \dots & 2/7/12 \\ \text{B-10.40-00} & \dots & 6/1/06 \\ \text{B-10.60-00} & \dots & 6/8/06 \\ \text{B-15.20-01} & \dots & 2/7/12 \\ \text{B-15.40-01} & \dots & 2/7/12 \\ \text{B-15.60-01} & \dots & 2/7/12 \\ \text{B-20.20-02} & \dots & 3/16/12 \\ \text{B-20.40-03} & \dots & 3/16/12 \\ \text{B-20.60-03} & \dots & 3/15/12 \\ \text{B-25.60-00} & \dots & 6/1/06 \\ \text{B-30.10-01} & \dots & 4/26/12 \\ \text{B-30.20-02} & \dots & 4/26/12 \\ \end{array}$	$\begin{array}{c} B-30.50-014/26/12\\ B-30.70-034/26/12\\ B-30.80-006/8/06\\ B-30.90-019/20/07\\ B-35.20-006/8/06\\ B-35.40-006/8/06\\ B-40.20-006/1/06\\ B-40.40-016/16/10\\ B-45.20-006/1/06\\ B-45.40-006/1/06\\ B-55.20-006/1/06\\ B-55.20-006/1/06\\ B-60.20-006/1/06\\ B-65.20-014/26/12\\ B-65.40-006/1/06\\ \end{array}$	$\begin{array}{c} \text{B-75.20-01} & 6/10/08 \\ \text{B-75.50-01} & 6/10/08 \\ \text{B-75.60-00} & 6/8/06 \\ \text{B-80.20-00} & 6/8/06 \\ \text{B-80.40-00} & 6/1/06 \\ \text{B-82.20-00} & 6/1/06 \\ \text{B-85.10-01} & 6/10/08 \\ \text{B-85.20-00} & 6/1/06 \\ \text{B-85.30-00} & 6/1/06 \\ \text{B-85.30-00} & 6/1/06 \\ \text{B-85.50-01} & 6/8/06 \\ \text{B-90.10-00} & 6/8/06 \\ \text{B-90.20-00} & 6/8/06 \\ \text{B-90.30-00} & 6/8/06 \\ \text{B-90.40-00} & 6/8/06 \\ \text{B-90.50-00} & 6/8/06 \\ \end{array}$

C-1	7/12/16	C-6	7/15/16	C-23.60-036/11/14
C-1a	7/14/15	C-6a1		C.24.10-016/11/14
C-1b	7/14/15	C-6c		C-25.18-057/14/15
C-1c	7/12/16	C-6d		C-25.20-067/14/15
C-1d	10/31/03	C-6f	7/15/16	C-25.22-057/14/15
C-2	1/6/00	C-7	6/16/11	C-25.26-037/14/15
C-2a		C-7a	6/16/11	C-25.80-047/15/16
C-2b	6/21/06	C-8		C-40.14-027/2/12
C-2c		C-8a		C-40.16-027/2/12
C-2d	6/21/06	C-8b	2/29/16	C-40.18-027/2/12
C-2e		C-8e	2/21/07	C-70.10-016/17/14
C-2f		C-8f		C-75.10-016/11/14
C-2g		C-10		C-75.20-016/11/14
C-2h	3/28/97	C-16a	6/3/10	C-75.30-016/11/14
C-2i		C-20.10-03		C-80.10-016/11/14
C-2j		C-20.14-03	6/11/14	C-80.20-016/11/14
C-2k		C-20.15-02		C-80.30-016/11/14
C-2n		C-20.18-02		C-80.40-016/11/14
C-20		C-20.19-02		C-80.50-004/8/12
				C-85.10-004/8/12
C-2p		C-20.40-05		C-85.11-004/8/12
C-3		C-20.41-01		
C-3a		C-20.42-05		C-85.14-016/11/14
C-3b		C-20.45.01		C-85.15-016/30/14
C-3c		C-22.14-04		C-85.16-016/17/14
C-4b	7/15/16	C-22.16-05	7/14/15	C-85-18-016/11/14
C-4e	7/15/16	C-22.40-05	7/15/16	C-85.20-016/11/14
C-4f	7/2/12	C-22.45-02	7/15/16	C-90.10-007/3/08
C-16b				
D-2.04-00	11/10/05	D-2.48-0011/	/10/05 D	-3.17-025/9/16
D-2.06-01		D-2.64-011/6	D	-412/11/98
D-2.08-00	11/10/05	D-2.66-0011/		-66/19/98
D-2.14-00		D-2.68-0011/	(10/05) D	-10.10-0112/2/08
D-2.14-00		D-2.80-0011/	$\frac{10}{05}$ D	-10.15-0112/2/08
D-2.18-00		D-2.82-0011/		-10.20-007/8/08
D-2.20-00		D-2.82-0011/ D-2.84-0011/		-10.25-007/8/08
D-2.32-00	11/10/05	D-2.86-0011/	10/05 D	-10.30-007/8/08
D-2.32-00		D-2.88-0011/		-10.35-007/8/08
		D-2.92-0011/		-10.40-0112/2/08
D-2.36-03 D-2.42-00		D-2.92-00		-10.45-0112/2/08
D-2.42-00 D-2.44-00		D-3.10-015/2		-15.10-0112/2/08
D-2.60-00		D-3.11-036/1		-15.20-035/9/16
D-2.62-00		D-3.15-026/1		-15.30-0112/02/08
D-2.46-01		D-3.16-025/2		15.50 0112/02/00
<i>L L</i> . 10 01		J.10 02J/2		
E-1	2/21/07	E-48/2	27/03	
E-2		E-48/2 E-4a8/2		
L'=2		D=+a0/2	21105	
F-10.12-03	6/11/14	F-10.62-024	/22/14 F	-40.15-036/29/16
F-10.12-05.1	12/20/06	F-10.64-034	$\frac{22}{14}$ F	-40.16-036/29/16
1 10.10 00.		I IV.UI UJT/		10.10 00

F-10.18-006/27/11 F-10.40-036/29/16 F-10.42-001/23/07	F-30.10-036/11/14F-45.10-027/15/16F-40.12-036/29/16F-80.10-047/15/16F-40.14-036/29/16F-80.10-047/15/16
$\begin{array}{c} G\text{-10.10-009/20/07}\\ G\text{-20.10-026/23/15}\\ G\text{-22.10-037/10/15}\\ G\text{-24.10-0011/8/07}\\ G\text{-24.20-012/7/12}\\ G\text{-24.30-012/7/12}\\ G\text{-24.40-062/29/16}\\ G\text{-24.50-036/17/14}\\ G\text{-24.60-046/23/15}\\ \end{array}$	$\begin{array}{llllllllllllllllllllllllllllllllllll$
H-10.10-007/3/08 H-10.15-007/3/08 H-30.10-0010/12/07	H-32.10-009/20/07 H-60.10-017/3/08 H-60.20-017/3/08 H-70.20-012/16/12 H-70.30-022/7/12
I-10.10-018/11/09 I-30.10-023/22/13 I-30.15-023/22/13 I-30.16-003/22/13 I-30.17-003/22/13	$ \begin{array}{llllllllllllllllllllllllllllllllllll$
$\begin{array}{c} J-10. \\ 7/18/97\\ J-10.10-03. \\ 6/3/15\\ J-10.15-01. \\ 6/3/15\\ J-10.15-01. \\ 6/3/15\\ J-10.17-00. \\ 6/3/15\\ J-10.20-01. \\ 6/3/15\\ J-10.20-01. \\ 6/3/15\\ J-10.20-01. \\ 6/3/15\\ J-10.20-00. \\ 6/3/15\\ J-10.20-00. \\ 6/3/15\\ J-10.20-00. \\ 6/3/15\\ J-10.20-00. \\ 6/3/14\\ J-15.15-02. \\ 7/10/15\\ J-20.10-03. \\ 6/30/14\\ J-20.11-02. \\ 6/30/14\\ J-20.15-03. \\ 6/30/14\\ J-20.15-03. \\ 6/30/14\\ J-20.15-03. \\ 6/30/14\\ J-20.20-02. \\ 5/20/13\\ J-20.26-01. \\ 7/12/12\\ J-21.10-04. \\ 6/30/14\\ J-21.15-01. \\ 6/10/13\\ J-21.16-01. \\ 6/10/13\\ J-21.20-01. \\ 6/10/13\\ J-22.15-02. \\ 7/10/15\\ J-22.16-03. \\ 7/21/16\\ J-26.15-01. \\ 5/17/12\\ \end{array}$	$\begin{array}{llllllllllllllllllllllllllllllllllll$

K-70.20-01	6/1/16
K-80.10-01	6/1/16
K-80.20-00	12/20/06
K-80.30-00	2/21/07
K-80.35-00	

K-80.37-00.....2/21/07

L-10.10-026/21/12 L-20.10-037/14/15 L-30.10-026/11/14	L-40.10-026/21/12 L-40.15-016/16/11 L-40.20-026/21/12	L-70.10-015/21/08 L-70.20-015/21/08
M-1.20-036/24/14 M-1.40-026/3/11 M-1.60-026/3/11 M-1.80-036/3/11 M-2.20-037/10/15 M-2.21-007/10/15 M-3.10-036/3/11 M-3.20-026/3/11 M-3.30-036/3/11 M-3.40-036/3/11 M-3.50-026/3/11 M-5.10-026/3/11 M-7.50-011/30/07 M-9.50-026/24/14	M-9.60-002/10/09 M-11.10-011/30/07 M-15.10-012/6/07 M-17.10-027/3/08 M-20.10-026/3/11 M-20.20-024/20/15 M-20.30-042/29/16 M-20.40-036/24/14 M-20.50-026/3/11 M-24.20-024/20/15 M-24.40-024/20/15 M-24.50-006/16/11 M-24.60-046/24/14	M-40.10-036/24/14 M-40.20-0010/12/07 M-40.30-009/20/07 M-40.40-009/20/07 M-40.50-009/20/07 M-40.60-009/20/07 M-60.10-016/3/11 M-60.20-026/27/11 M-65.10-025/11/11 M-80.10-016/3/11 M-80.20-006/10/08 M-80.30-006/10/08

**CONTRACT FORMS** (This Page Intentionally Left Blank)

#### CONTRACT FOR: PORTAL WAY OVERLAY PROJECT FERNDALE, WASHINGTON

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 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 "PORTAL WAY OVERLYA PROJECT, Ferndale, Washington".

The "Bid Proposal", "Specifications and Conditions", "Contract Forms", and the "Plans" sections contained in said contract documents are hereby referred to and by reference made a part hereof.

- 2. The Owner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to and cause to be done the above-described work, and to complete and finish the same in accordance with the said contract documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said contract documents, including the schedule of estimated quantities, and unit and lump sum prices in the Bid Proposal, the approximate sum of \_\_\_\_\_\_, the total amount of bid, subject to the actual quantity of work performed, at the time and in the manner and upon the conditions provided for in this contract.
- 3. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- 4. The Owner hereby appoints and the Contractor hereby accepts Reichhardt & Ebe Engineering, Inc., hereinafter referred to as the Engineer, as the City's representative for the purpose of administering the provisions of this Contract, including the Owner's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor, to assess the general performance of the Contractor under this Contract, to determine if the contracted services are being performed in accordance with Federal, State or local laws, and to administer any other right granted to the Owner under this Contract. The Owner expressly reserves the right to terminate this

Contract as provided in the contract documents, and also expressly the reserves the right to commence civil action for the enforcement of this contract.

- 5. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.
- 6. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
- 7. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the Engineer. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
- 8. The parties intend that an independent Contractor-Owner relationship will be created by this Contract. The Owner is interested only in the results to be achieved, the implementation of the work will lie solely with the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the Engineer and shall be subject to the Engineer's general rights of inspection and review to secure the satisfactory completion thereof.
- 9. The Contractor agrees and covenants to indemnify, defend, and save harmless, the Owner and the City of Ferndale and those persons who were, now are, or shall be duly elected or appointed officials or members of employees thereof, hereinafter referred to as the "Owner" or "City" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the City. In case any suit or cause of action shall be brought against the Owner or the City on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, subcontractors and/or employees the Contractor, his agents, successors, assignees, and other expenses, assignees, subcontractors and/or employees the contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the City.

In the event the Owner is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the Owner or City's legal fees, costs and disbursements incurred in establishing the right to indemnification. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent

negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence.

Contractor hereby specifically and expressly waives any immunity under Industrial Insurance, Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties herein. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney's fees shall be allowed to the prevailing party.

- 10. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract, or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in City of Ferndale, Washington.
- 11. The failure of the Owner to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.
- 12. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.
- 13. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.
- 14. In the event that funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the Owner may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the Owner deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the City, the Owner may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Owner has caused this instrument to be executed by and in the name of the said County, the day and year first above written.

Executed by the Contractor this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2017.

#### **CITY OF FERNDALE:**

By:

City Administrator / Mayor

STATE OF WASHINGTON ) ) ss. COUNTY OF WHATCOM )

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2017, before me personally appeared to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

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

My Commission Expires:\_\_\_\_\_

**CONTRACTOR:** 

By:

Title:

STATE OF WASHINGTON )

) ss. COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

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

My Commission Expires:\_\_\_\_\_

#### PERFORMANCE BOND to the City of Ferndale

#### KNOW ALL MEN BY THESE PRESENTS, That we\_\_\_\_

the Contractor named in the Contract hereinafter referred to as PRINCIPAL, and \_\_\_\_\_\_as SURETY, are jointly and severally held and firmly bound to the City of Ferndale, hereinafter referred to as OWNER named in said Contract PORTAL WAY OVERLAY 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 \_\_\_\_\_\_, 2017, 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 \_\_\_\_\_, 2017, 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:
-----------	-------

By:\_\_\_\_\_

Title:

#### 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	4
(Name of Surety)	
(Address of surety)	
hereinafter called SURETY, are held and firmly bound unto	
(Name of Owner)	
(Address of Owner)	
hereinafter called <b>OWNER</b> , in the penal sum of	_Dollars, \$() be made, we bind ourselves,
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal er	
with the <b>OWNER</b> , dated the day of day of day of	20, a copy of which

**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 ins	trume	nt 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 held and invested. Please complete and sign this form indicating your preference. If you	

 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

- 1. <u>Current Expense</u>: 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. <u>Interest Bearing Account</u>: The City will deposit retainage checks in an interestbearing 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. <u>Bond-in-Lieu</u>: 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 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: \_\_\_\_\_

- CRIII-

APPENDICES (This Page Intentionally Left Blank)

# 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: 2/16/2017

<u>County</u>	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note
Whatcom	Asbestos Abatement Workers	Journey Level	\$45.25	<u>5D</u>	<u>1H</u>	
Whatcom	<u>Boilermakers</u>	Journey Level	\$44.35		<u>1</u>	
Whatcom	Brick Mason	Journey Level	\$54.32	<u>5A</u>	<u>1M</u>	
Whatcom	Brick Mason	Pointer-Caulker-Cleaner	\$54.32	<u>5A</u>	<u>1M</u>	
Whatcom	Building Service Employees	Janitor	\$11.00		<u>1</u>	
Whatcom	Building Service Employees	Shampooer	\$11.00		<u>1</u>	
Whatcom	Building Service Employees	Waxer	\$11.00		<u>1</u>	
Whatcom	Building Service Employees	Window Cleaner	\$11.00		<u>1</u>	
Whatcom	Cabinet Makers (In Shop)	Journey Level	\$24.89		<u>1</u>	
Whatcom	<u>Carpenters</u>	Acoustical Worker	\$55.51	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Carpenters</u>	Bridge, Dock And Wharf Carpenters	\$55.51	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Carpenters</u>	Carpenter	\$55.51	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Carpenters</u>	Carpenters on Stationary Tools	\$55.64	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Carpenters</u>	Creosoted Material	\$55.61	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Carpenters</u>	Floor Finisher	\$55.51	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Carpenters</u>	Floor Layer	\$55.51	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Carpenters</u>	Scaffold Erector	\$55.51	<u>5D</u>	<u>4C</u>	
Whatcom	Cement Masons	Journey Level	\$55.56	<u>7A</u>	<u>1M</u>	
Whatcom	Divers & Tenders	Diver	\$108.77	<u>5D</u>	<u>4C</u>	<u>8A</u>
Whatcom	Divers & Tenders	Diver On Standby	\$66.05	<u>5D</u>	<u>4C</u>	
Whatcom	Divers & Tenders	Diver Tender	\$59.88	<u>5D</u>	<u>4C</u>	
Whatcom	Divers & Tenders	Surface Rcv & Rov Operator	\$59.88	<u>5D</u>	<u>4C</u>	
Whatcom	Divers & Tenders	Surface Rcv & Rov Operator Tender	\$55.76	<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>	

2/16/2017

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Whatcom	Dredge Workers	Oiler	\$56.00	<u>5D</u>	<u>3F</u>	
Whatcom	Drywall Applicator	Journey Level	\$55.51	<u>5D</u>	<u>1H</u>	
Whatcom	Drywall Tapers	Journey Level	\$29.63		<u>1</u>	
Whatcom	<u>Electrical Fixture Maintenance</u> <u>Workers</u>	Journey Level	\$13.82		1	
Whatcom	<u> Electricians - Inside</u>	Cable Splicer	\$65.92	<u>7H</u>	<u>1E</u>	
Whatcom	<u> Electricians - Inside</u>	Construction Stock Person	\$32.75	<u>7H</u>	<u>1D</u>	
Whatcom	<u> Electricians - Inside</u>	Journey Level	\$60.68	<u>7H</u>	<u>1E</u>	
Whatcom	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>	
Vhatcom	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>	
	<u>Electricians - Powerline</u> <u>Construction</u>	Cable Splicer	\$71.85	<u>5A</u>	<u>4D</u>	
	<u>Electricians - Powerline</u> <u>Construction</u>	Certified Line Welder	\$65.71	<u>5A</u>	<u>4D</u>	
Whatcom	<u>Electricians - Powerline</u> <u>Construction</u>	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	<u>Electricians - Powerline</u> <u>Construction</u>	Journey Level Lineperson	\$65.71	<u>5A</u>	<u>4D</u>	
	<u>Electricians - Powerline</u> <u>Construction</u>	Line Equipment Operator	\$55.34	<u>5A</u>	<u>4D</u>	
	<u>Electricians - Powerline</u> <u>Construction</u>	Pole Sprayer	\$65.71	<u>5A</u>	<u>4D</u>	
Whatcom	<u>Electricians - Powerline</u> <u>Construction</u>	Powderperson	\$49.16	<u>5A</u>	<u>4D</u>	
Whatcom	Electronic Technicians	Journey Level	\$25.09		<u>1</u>	
Vhatcom	Elevator Constructors	Mechanic	\$85.45	<u>7D</u>	<u>4A</u>	
Vhatcom	Elevator Constructors	Mechanic In Charge	\$92.35	<u>7D</u>	<u>4A</u>	
Vhatcom	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.67		<u>1</u>	
Vhatcom	Fence Erectors	Fence Erector	\$22.97		<u>1</u>	
Vhatcom	<u>Flaggers</u>	Journey Level	\$38.36	<u>7A</u>	<u>3I</u>	
Vhatcom	<u>Glaziers</u>	Journey Level	\$58.31	<u>7L</u>	<u>1Y</u>	
Whatcom	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$65.43	<u>5J</u>	<u>15</u>	
Whatcom	Heating Equipment Mechanics	Journey Level	\$19.85		<u>1</u>	
Vhatcom	Hod Carriers & Mason Tenders	Journey Level	\$46.66	<u>7A</u>	<u>3I</u>	
Vhatcom	Industrial Power Vacuum Cleaner	Journey Level	\$11.00		<u>1</u>	
Vhatcom	Inland Boatmen	Boat Operator	\$56.78	<u>5B</u>	<u>1K</u>	
Vhatcom	Inland Boatmen	Cook	\$53.30	<u>5B</u>	<u>1K</u>	
	Inland Boatmen	Deckhand	\$53.30	<u>5B</u>	<u>1K</u>	
	Inland Boatmen	Deckhand Engineer	\$54.32	<u>5B</u>	<u>1K</u>	
	Inland Boatmen	Launch Operator	\$55.57	<u>5B</u>	<u>1K</u>	
	Inland Boatmen	Mate	\$55.57	<u>5B</u>	<u>1K</u>	
	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote	Cleaner Operator, Foamer	\$11.00		1	
Whatcom	<u>Control</u> Inspection/Cleaning/Sealing Of	Grout Truck Operator	\$11.48		<u>1</u>	

Whatcom	<u>Control</u> Inspection/Cleaning/Sealing Of	Head Operator	\$12.78		1	
macom	Sewer & Water Systems By Remote		י 12.70		<u> </u>	
	Control					
Whatcom	Inspection/Cleaning/Sealing Of	Technician	\$11.00		<u>1</u>	
	Sewer & Water Systems By Remote Control					
Whatcom	Inspection/Cleaning/Sealing Of	Tv Truck Operator	\$11.00		<u>1</u>	
	Sewer & Water Systems By Remote Control					
Whatcom	Insulation Applicators	Journey Level	\$55.51	<u>5D</u>	<u>4C</u>	
	Ironworkers	Journeyman	\$65.53	<u>50</u> 7N	<u>+c</u> <u>10</u>	
Whatcom		Air, Gas Or Electric Vibrating	\$45.25	<u>74</u>	<u>31</u>	
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Whatcom	Laborers	Airtrac Drill Operator	\$46.66	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Ballast Regular Machine	\$45.25	<u>7A</u>	31	
Whatcom	Laborers	Batch Weighman	\$38.36	<u>7A</u>	31	
Whatcom	Laborers	Brick Pavers	\$45.25	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Brush Cutter	\$45.25	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Brush Hog Feeder	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Burner	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Caisson Worker	\$46.66	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Carpenter Tender	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Caulker	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Cement Dumper-paving	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Cement Finisher Tender	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Change House Or Dry Shack	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Chipping Gun (under 30 Lbs.)	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Chipping Gun(30 Lbs. And Over)	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Choker Setter	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Chuck Tender	\$45.25	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Clary Power Spreader	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Clean-up Laborer	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Concrete Dumper/chute Operator	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Concrete Form Stripper	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Concrete Placement Crew	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Concrete Saw Operator/core Driller	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Crusher Feeder	\$38.36	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Curing Laborer	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Demolition: Wrecking & Moving (incl. Charred Material)	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Ditch Digger	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Diver	\$46.66	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Drill Operator (hydraulic,diamond)	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Dry Stack Walls	\$45.25	<u>7A</u>	<u>3I</u>	
Whatcom	Laborers	Dump Person	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Epoxy Technician	\$45.25	<u>7A</u>	<u>3I</u>	

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Whatcom		Erosion Control Worker	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom		Faller & Bucker Chain Saw	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Fine Graders	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Firewatch	\$38.36	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Form Setter	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Gabian Basket Builders	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	General Laborer	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Grade Checker & Transit Person	\$46.66	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Grinders	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Grout Machine Tender	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Groutmen (pressure)including Post Tension Beams	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Guardrail Erector	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Hazardous Waste Worker (level A)	\$46.66	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Hazardous Waste Worker (level C)	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	High Scaler	\$46.66	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Jackhammer	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Laserbeam Operator	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Maintenance Person	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Manhole Builder-mudman	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Material Yard Person	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Motorman-dinky Locomotive	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Pavement Breaker	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Pilot Car	\$38.36	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Pipe Layer Lead	\$46.66	<u>7A</u>	<u>31</u>	
Whatcom		Pipe Layer/tailor	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Pipe Pot Tender	\$46.09	<u>7A</u>	<u> </u>	
Whatcom		Pipe Reliner	\$46.09	<u>7A</u>	<u> </u>	
Whatcom		Pipe Wrapper	\$46.09	<u>7A</u>	31	
Whatcom		Pot Tender	\$45.25	<u>7A</u>	<u></u>	
Whatcom		Powderman	\$46.66	<u>7A</u>	<u> </u>	
Whatcom		Powderman's Helper	\$45.25	<u>7A</u>	<u></u>	
Whatcom		Power Jacks	\$46.09	<u>7A</u>	<u> </u>	
Whatcom		Railroad Spike Puller - Power	\$46.09	<u>7A</u>	<u> </u>	
Whatcom		Raker - Asphalt	\$46.66	<u>7A</u>	<u> </u>	
Whatcom		Re-timberman	\$46.66	<u>7A</u>	31	
Whatcom		Remote Equipment Operator	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom		Rigger/signal Person	\$46.09	<u>7A</u>	31	
Whatcom		Rip Rap Person	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom		Rivet Buster	\$46.09	<u>7A</u>	31	
	Laborers	Rodder	\$46.09	<u>7A</u>	31	

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Whatcom	Laborers	Scaffold Erector	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Scale Person	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Sloper (over 20")	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Sloper Sprayer	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Spreader (concrete)	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Stake Hopper	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Stock Piler	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Tamper & Similar Electric, Air & Gas Operated Tools	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Tamper (multiple & Self- propelled)	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	<u>Laborers</u>	Timber Person - Sewer (lagger, Shorer & Cribber)	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Toolroom Person (at Jobsite)	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Topper	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Track Laborer	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Track Liner (power)	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Traffic Control Laborer	\$41.02	<u>7A</u>	<u>31</u>	<u>8R</u>
Whatcom	Laborers	Traffic Control Supervisor	\$41.02	<u>7A</u>	<u>31</u>	<u>8R</u>
Whatcom	Laborers	Truck Spotter	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Tugger Operator	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$83.12	<u>7A</u>	<u>31</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$88.15	<u>7A</u>	<u>31</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$91.83	<u>7A</u>	<u>31</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$97.53	<u>7A</u>	<u>31</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$99.65	<u>7A</u>	<u>31</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$104.75	<u>7A</u>	<u>31</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$106.65	<u>7A</u>	<u>31</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$108.65	<u>7A</u>	<u>31</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$110.65	<u>7A</u>	<u>31</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Guage and Lock Tender	\$46.76	<u>7A</u>	<u>31</u>	<u>8Q</u>
Whatcom	Laborers	Tunnel Work-Miner	\$46.76	<u>7A</u>	<u>31</u>	<u>8Q</u>
Whatcom	Laborers	Vibrator	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Vinyl Seamer	\$45.25	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Watchman	\$34.86	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Welder	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Well Point Laborer	\$46.09	<u>7A</u>	<u>31</u>	
Whatcom	Laborers	Window Washer/cleaner	\$34.86	<u>7A</u>	<u>31</u>	
Whatcom	Laborers - Underground Sewer & Water	General Laborer & Topman	\$45.25	<u>7A</u>	<u>31</u>	

Whatcom	Laborers - Underground Sewer & Water	Pipe Layer	\$46.09	<u>7A</u>	<u>31</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>	
Vhatcom	Lathers	Journey Level	\$55.51	<u>5D</u>	<u>1H</u>	
Vhatcom	Marble Setters	Journey Level	\$54.32	<u>5A</u>	<u>1M</u>	
Vhatcom	Metal Fabrication (In Shop)	Fitter	\$13.81		1	
Vhatcom	Metal Fabrication (In Shop)	Laborer	\$11.00		<u>1</u>	
Vhatcom	Metal Fabrication (In Shop)	Machine Operator	\$13.81		<u>1</u>	
Vhatcom	Metal Fabrication (In Shop)	Welder	\$13.81		<u>1</u>	
Vhatcom	<u>Millwright</u>	Journey Level	\$30.79		<u>1</u>	
Vhatcom	Modular Buildings	Journey Level	\$11.00		<u>1</u>	
Vhatcom	Painters	Journey Level	\$40.60	<u>6Z</u>	<u>2B</u>	
Vhatcom	<u>Pile Driver</u>	Journey Level	\$55.76	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Plasterers</u>	Journey Level	\$53.20	<u>70</u>	<u>1R</u>	
Vhatcom	Playground & Park Equipment Installers	Journey Level	\$11.00		<u>1</u>	
Vhatcom	Plumbers & Pipefitters	Journey Level	\$65.52	<u>5A</u>	<u>1G</u>	
Vhatcom	Power Equipment Operators	Asphalt Plant Operators	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Assistant Engineer	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Barrier Machine (zipper)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Batch Plant Operator, Concrete	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Bobcat	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Nhatcom	Power Equipment Operators	Brooms	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Bump Cutter	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Cableways	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Chipper	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Compressor	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$55.21	<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.	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Conveyors	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cranes Friction: 200 tons and over	\$60.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$58.17	<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)	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>

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Whatcom	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$59.88	<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	\$60.47	<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)	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Crusher	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Derricks, On Building Work	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Dozers D-9 & Under	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Drilling Machine	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Gradechecker/stakeman	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Guardrail Punch	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Horizontal/directional Drill Locator	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Horizontal/directional Drill Operator	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Hydralifts/boom Trucks Over 10 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>

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Whatcom	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Loaders, Plant Feed	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Loaders: Elevating Type Belt	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Locomotives, All	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Material Transfer Device	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Motor Patrol Graders	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Pavement Breaker	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Posthole Digger, Mechanical	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Power Plant	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Pumps - Water	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Rigger And Bellman	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Rollagon	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Roller, Other Than Plant Mix	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Roto-mill, Roto-grinder	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Saws - Concrete	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Scrapers - Concrete & Carry All	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Vhatcom	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
		Service Engineers - Equipment	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	Power Equipment Operators	Shotcrete/gunite Equipment	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Slipform Pavers	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Spreader, Topsider & Screedman	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Subgrader Trimmer	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Tower Bucket Elevators	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$60.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Transporters, All Track Or Truck Type	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Trenching Machines	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Truck Mount Portable Conveyor	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Welder	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Wheel Tractors, Farmall Type	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Yo Yo Pay Dozer	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Brooms	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cableways	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	Power Equipment Operators- Underground Sewer & Water	Chipper	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Compressor	\$55.21	<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	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$55.21	<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.	\$57.72	<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	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$60.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$58.17	<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)	\$59.28	<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	\$59.88	<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	\$60.47	<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)	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$59.88	<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	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Crusher	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
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Whatcom Power Equipment Operators-

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	Underground Sewer & Water	about:blank Gamaco & Similar Equipment	1	1		1
	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$58.17	<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	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks Over 10 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$59.28	<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	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$58.69	<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	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	\$57.72	<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	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	Power Equipment Operators-	Overhead, Bridge Type: 100 Tons	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
mateom	Underground Sewer & Water	And Over	<i>\$37.20</i>	<u>///</u>	<u> </u>	<u></u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$57.72	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$55.21	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$55.21	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$55.21	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$55.21	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$58.69	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Rigger And Bellman	\$55.21	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$57.72	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$58.69	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$55.21	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$57.72	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$58.17	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$57.72	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$57.72	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	\$57.72	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$55.21	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$57.72	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$58.69	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$58.17	<u>7A</u>	<u>3C</u>	<u>8</u> F

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Whatcom	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$58.69	<u>7A</u>	<u>3C</u>	<u>8F</u>
	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$58.17	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$57.72	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$59.28	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$59.88	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$60.47	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$58.69	<u>7A</u>	<u>3C</u>	<u>8</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$57.72	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$58.17	<u>7A</u>	<u>3C</u>	<u>8</u> F
	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$58.17	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	Power Equipment Operators- Underground Sewer & Water	Welder	\$58.69	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$55.21	<u>7A</u>	<u>3C</u>	<u>8F</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$58.17	<u>7A</u>	<u>3C</u>	<u>8</u> F
Whatcom	<u>Power Line Clearance Tree</u> <u>Trimmers</u>	Journey Level In Charge	\$47.08	<u>5A</u>	<u>4A</u>	
Whatcom	Power Line Clearance Tree Trimmers	Spray Person	\$44.64	<u>5A</u>	<u>4A</u>	
Whatcom	<u>Power Line Clearance Tree</u> <u>Trimmers</u>	Tree Equipment Operator	\$47.08	<u>5A</u>	<u>4A</u>	
Whatcom	<u>Power Line Clearance Tree</u> <u>Trimmers</u>	Tree Trimmer	\$42.01	<u>5A</u>	<u>4A</u>	
Whatcom	<u>Power Line Clearance Tree</u> <u>Trimmers</u>	Tree Trimmer Groundperson	\$31.65	<u>5A</u>	<u>4A</u>	
Whatcom	Refrigeration & Air Conditioning Mechanics	Journey Level	\$23.95		<u>1</u>	
Whatcom	<u>Residential Brick Mason</u>	Journey Level	\$54.32	<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>	

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	Residential Electricians	Journey Level	\$37.65		<u>1</u>	
	Residential Glaziers	Journey Level	\$13.79		<u>1</u>	
	Residential Insulation Applicators	Journey Level	\$13.96		<u>1</u>	
	Residential Laborers	Journey Level	\$20.00		<u>1</u>	
	Residential Marble Setters	Journey Level	\$54.32	<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	\$38.75	<u>5A</u>	<u>1G</u>	
Whatcom	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$36.04	<u>7J</u>	<u>11</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	\$54.32	<u>5A</u>	<u>1M</u>	
Whatcom	Residential Terrazzo Workers	Journey Level	\$11.00		<u>1</u>	
Whatcom	Residential Terrazzo/Tile Finishers	Journey Level	\$14.00		<u>1</u>	
Whatcom	Residential Tile Setters	Journey Level	\$11.00		<u>1</u>	
Whatcom	Roofers	Journey Level	\$25.27		<u>1</u>	
	Sheet Metal Workers	Journey Level (Field or Shop)	\$61.20	<u>7F</u>	<u>1E</u>	
	<u>Shipbuilding &amp; Ship Repair</u>	Boilermaker	\$41.72	7M	<u></u> <u>1H</u>	
	Shipbuilding & Ship Repair	Carpenter	\$15.16		<u>1</u>	
	Shipbuilding & Ship Repair	Crane Operator	\$16.04		1	
	Shipbuilding & Ship Repair	Electrician	\$15.18		<u>1</u>	
	Shipbuilding & Ship Repair	Heat & Frost Insulator	\$65.43	<u>5J</u>	<u> </u>	
	Shipbuilding & Ship Repair	Inside Machinist	\$16.70	<u></u>	<u>1</u>	
	Shipbuilding & Ship Repair	Laborer	\$23.38		<u>1</u>	
	Shipbuilding & Ship Repair	Outside Machinist	\$14.69		<u> </u>	
	Shipbuilding & Ship Repair	Painter	\$15.16			
	Shipbuilding & Ship Repair	Pipefitter	\$15.18		1	
		•			1	
	Shipbuilding & Ship Repair	Sheet Metal	\$20.26		1	
	Shipbuilding & Ship Repair	Welder/burner	\$15.21		1	
	Sign Makers & Installers (Electrical)	Journey Level	\$16.03		<u>1</u>	
	Sign Makers & Installers (Non- Electrical)	Journey Level	\$14.23		<u>1</u>	
	Soft Floor Layers	Journey Level	\$45.86	<u>5A</u>	<u>3D</u>	
	Solar Controls For Windows	Journey Level	\$11.00		<u>1</u>	
	Sprinkler Fitters (Fire Protection)	Journey Level	\$56.81	<u>7J</u>	<u>1R</u>	
	<u>Stage Rigging Mechanics (Non</u> <u>Structural)</u>	Journey Level	\$13.23		<u>1</u>	
	<u>Stone Masons</u>	Journey Level	\$54.32	<u>5A</u>	<u>1M</u>	
Whatcom	<u>Street And Parking Lot Sweeper</u> <u>Workers</u>	Journey Level	\$15.00		<u>1</u>	
Whatcom	<u>Surveyors</u>	All Classifications	\$36.16	<u>Null</u>	1	
Whatcom	Telecommunication Technicians	Journey Level	\$43.32	<u>7E</u>	<u>1E</u>	
Whatcom	<u>Telephone Line Construction -</u> <u>Outside</u>	Cable Splicer	\$37.60	<u>5A</u>	<u>2B</u>	
Whatcom	Telephone Line Construction -	Hole Digger/Ground Person	\$20.79	<u>5A</u>	<u>2B</u>	

	<u>Outside</u>					
Whatcom	<u>Telephone Line Construction -</u> <u>Outside</u>	Installer (Repairer)	\$36.02	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction -</u> <u>Outside</u>	Special Aparatus Installer I	\$37.60	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction -</u> <u>Outside</u>	Special Apparatus Installer II	\$36.82	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction -</u> <u>Outside</u>	Telephone Equipment Operator (Heavy)	\$37.60	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction -</u> <u>Outside</u>	Telephone Equipment Operator (Light)	\$34.94	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction -</u> <u>Outside</u>	Telephone Lineperson	\$34.93	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction -</u> <u>Outside</u>	Television Groundperson	\$19.73	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction -</u> <u>Outside</u>	Television Lineperson/Installer	\$26.31	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction -</u> <u>Outside</u>	Television System Technician	\$31.50	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction -</u> <u>Outside</u>	Television Technician	\$28.23	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction -</u> <u>Outside</u>	Tree Trimmer	\$34.93	<u>5A</u>	<u>2B</u>	
Whatcom	Terrazzo Workers	Journey Level	\$48.86	<u>5A</u>	<u>1M</u>	
Whatcom	<u>Tile Setters</u>	Journey Level	\$48.86	<u>5A</u>	<u>1M</u>	
Whatcom	<u>Tile, Marble &amp; Terrazzo Finishers</u>	Finisher	\$39.69	<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>	
	Truck Drivers	Transit Mixer	\$16.81		<u>1</u>	
Whatcom	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$15.00		<u>1</u>	
	Well Drillers & Irrigation Pump Installers	Oiler	\$11.00		1	
Whatcom	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.02		<u>1</u>	

#### **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.

#### Benefit Code Key – Effective 8/31/2016 thru 3/2/2017

# **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.

#### Benefit Code Key – Effective 8/31/2016 thru 3/2/2017

#### **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.

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#### Benefit Code Key – Effective 8/31/2016 thru 3/2/2017

#### **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  $(1\frac{1}{2})$  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).

#### **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).

# **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.

7

# **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

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

8.

### **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**

# GEOTECHNICAL DATA REPORT

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741 Marine Drive Bellingham, WA 98225 20611-67<sup>th</sup> Avenue NE Arlington, WA 98223

 PHONE

 360 733\_7318

 TOLL FREE

 888 251\_5276

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July 25, 2016 Job No. 16-0347

Reichhardt & Ebe Engineering PO Box 978 Lynden, WA 98264

Attn: Aric Smathers

# Re: Road Core Summary Portal Way from N. Enterprise Road to Grandview Road Ferndale, Washington

Dear Mr. Smathers:

This memorandum presents the results of our road core investigation for the section of Portal Way located between N. Enterprise Road and Grandveiw Road in Ferndale, Washington, as shown on the Vicinity Map, Figure 1. Our services were completed in accordance with your request.

# PROJECT DESCRIPTION

We understand that improvements are planned for the section of Portal Way beginning at the intersection with N. Enterprise Road and ending at the intersection with Grandview Road in Ferndale, Washington. As requested by our client, Reichhardt & Ebe Engineering, we extracted six road cores at locations chosen by the client to evaluate the existing asphalt and concrete thickness and subgrade conditions. Traffic safety control was provided by Safety Signs, Inc. For results of our field measurements of the obtained cores, see Table 1.

# ROAD CORE SUMMARY

On July 13, 2016, GeoTest Services performed a total of six road cores using a concrete/asphalt core rig with a 6 inch diameter bit. Shallow hand dug test pits were performed at each core location, with the exception of RC-1, following the extraction of the asphalt or concrete core. The hand dug test pits were advanced to a depths ranging from 3 to 17 inches below surface grade.

The road cores were located along Portal way beginning at the intersection with N. Enterprise Road and ending with the intersection with Grandview Road. Road cores RC-1, RC-2, RC-5 and RC-6 were located in the south bound lane and road cores RC-3 and RC-4 were located within the north bound lane, as shown on the Site and Exploration Map, Figure 2. Upon completion, each of the road cores were then patched with EZ-Street asphalt cold patch matching the existing pavement thicknesses at core locations RC-1 through RC-5, rapid setting concrete was used to patch core location RC-6. A summary of our findings is shown in Table 1 below.

TABLE 1 ROAD CORE RESULTS							
Road Core Number	Total Asphalt Thickness (inches)	Location	Additional Comments				
RC-1	1.25	SB Lane ~17+25	Concrete panel observed directly under asphalt.				
RC-2	2.5	SB Lane ~24+25	Asphalt overlies ~ 3.5" of CSBC over imported pit run. Excavation terminated at ~12" BGS. No concrete panel observed.				
RC-3	3.0	NB Lane ~27+00	Asphalt overlies ~2" of CSBC over imported pit run. Excavation terminated at ~11" BGS No concrete panel observed.				
RC-4	3.0	NB Lane ~34+40	Asphalt overlies ~3.5" of CSBC over imported pit run. Excavation terminated at ~12" BGS No concrete panel observed.				
RC-5	2.5	SB Lane ~37+75	Asphalt overlies ~2.5" of CSBC over concrete panel.				
RC-6	7.0 (Concrete Thickness)	SB Lane ~76+00	Concrete panel overlies loose to medium dense weathered glacial outwash mixed with topsoil. Excavation Terminated at ~17" BGS				

# CONCLUSION

In general, the existing asphalt section thickness was observed to be approximately 1.25 to 3.0 inches in thickness. The concrete road panel thickness was observed to be approximately 7.0 inches at the location cored, RC-6.

The subgrade at the base of the asphalt pavement at core locations RC-2, RC-3 and RC-4, consisted of approximately 2 to 3.5 inches of dense crushed surfacing base course (CSBC) overlying a dense very sandy, gravel interpreted as imported structural fill which extended to the depth of the explorations. No concrete road panels were observed within core locations RC-2, RC-3 and RC-4. Underlying the asphalt pavement at core location RC-5 consisted of approximately 2.5 inches of dense CSBC overlying a concrete road panel. The asphalt pavement at core location RC-1 was placed directly on the concrete road panel. Concrete panels may underlie the asphalt and fill, at a depth not reached during this investigation, at core locations RC-2, RC-3, and RC-4.

The subgrade at the base of the concrete road panel consisted of a loose to medium dense, brown, silty, gravelly, sand interpreted to be a mix of weathered glacial outwash and topsoil. No further exploration or laboratory analysis was performed on subgrade

base materials and underlying soil deposits. Subgrade soil classifications were based on visual observation.

# LIMITATIONS

The conclusions provided in this report are based on conditions encountered at the time of the subsurface exploration performed by GeoTest Services, Inc., information from previous studies, our experience and judgment. Our work has been performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in this area for the exclusive use of Reichhardt & Ebe Engineering and their representatives. No warranty, expressed or implied, is made.

We presume the subsurface conditions encountered are representative of the subject site for the purposes of formulating our recommendations. However, you should be aware that subsurface conditions may vary with time and between exploratory locations, and unanticipated conditions may be encountered. If construction reveals differing conditions or the design is modified, we should be retained to reevaluate our recommendations and provide written confirmation or modification, as needed.

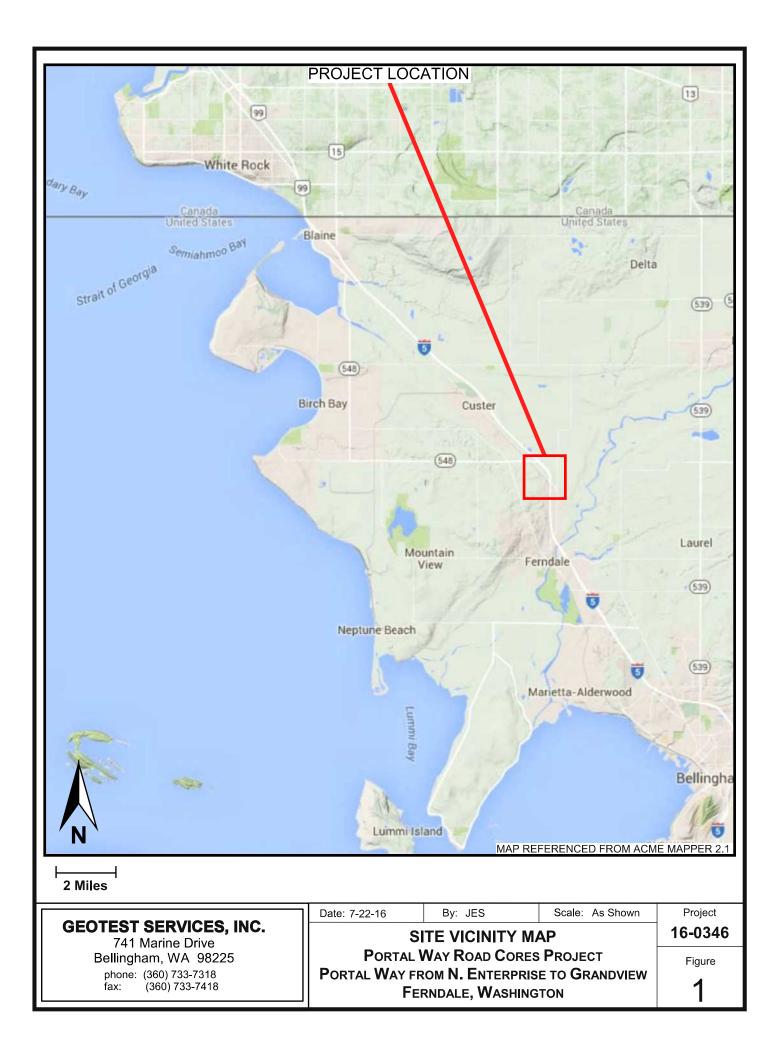
We appreciate the opportunity to be of service to you on this project. If any questions should arise regarding this report, please contact the undersigned.

Respectfully Submitted, **GeoTest Services, Inc.** 

Joseph Schmidt, E.I.T. Staff Engineer

Attachments:

Figure 1Vicinity MapFigure 2Site and Exploration MapRoad Core Photos (3 Pages)ASFE Report Limitations and Guidelines For Its Use (3 Pages)



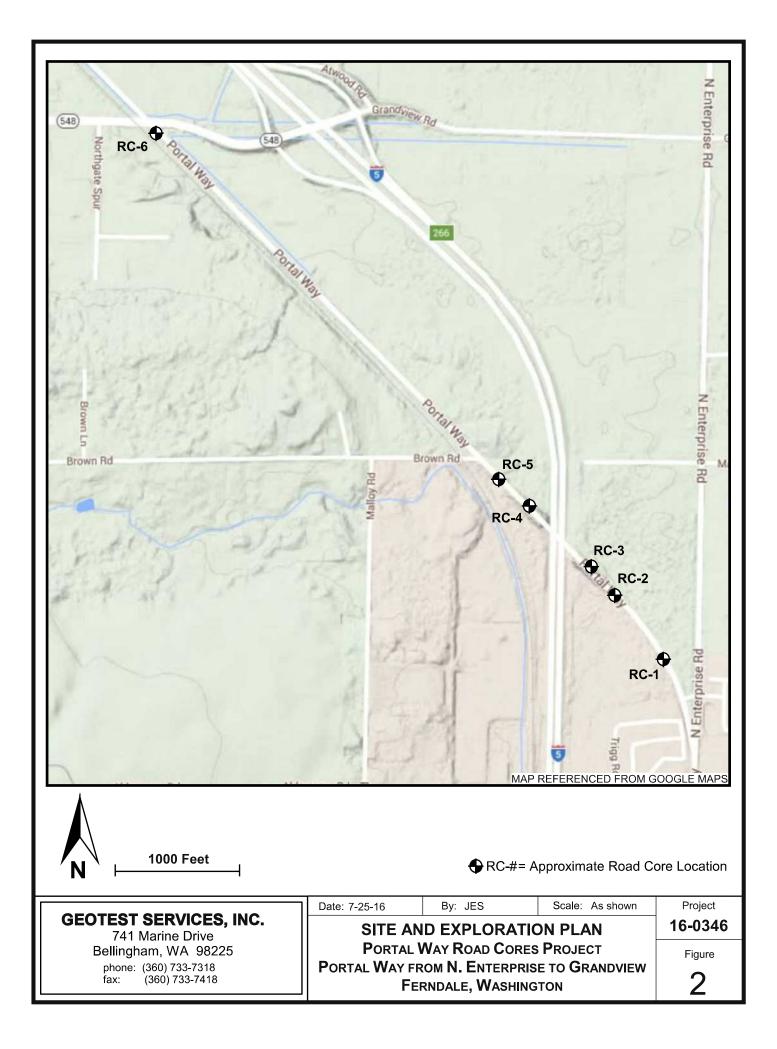




Photo 1: RC-1 located in SB lane at station ~17+25



Photo 2: RC-2 located in SB lane at station ~24+25



Photo 3: RC-3 located in NB lane at station ~27+00



Photo 4: RC-4 located in NB lane at station ~34+40



Photo 5: RC-5 located in SB lane at station ~37+75



Photo 6: RC-6 located in SB lane at station 76+00

# **REPORT LIMITATIONS AND GUIDELINES FOR ITS USE<sup>1</sup>**

Subsurface issues may cause construction delays, cost overruns, claims, and disputes. While you cannot eliminate all such risks, you can manage them. The following information is provided to help:

# Geotechnical Services are Performed for Specific Purposes, Persons, and Projects

At GeoTest our geotechnical engineers and geologists structure their services to meet specific needs of our clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of an owner, a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client. No one except you should rely on your geotechnical engineer who prepared it. And no one – not even you – should apply the report for any purpose or project except the one originally contemplated.

# Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

# A Geotechnical Engineering Report is Based on a Unique Set of Project-Specific Factors

GeoTest's geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the clients goals, objectives, and risk management preferences; the general nature of the structure involved its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless GeoTest, who conducted the study specifically states otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed, for example, from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed construction,
- alterations in drainage designs; or
- composition of the design team; the passage of time; man-made alterations and construction whether on or adjacent to the site; or by natural alterations and events, such as floods, earthquakes or groundwater fluctuations; or project ownership.

Always inform GeoTest's geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.

<sup>1</sup>Information in this document is based upon material developed by ASFE, Professional Firms Practicing in the Geosciences(asfe.org)



# Subsurface Conditions Can Change

This geotechnical or geologic report is based on conditions that existed at the time the study was performed. Do not rely on the findings and conclusions of this report, whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. Always contact GeoTest before applying the report to determine if it is still relevant. A minor amount of additional testing or analysis will help determine if the report remains applicable.

### Most Geotechnical and Geologic Findings are Professional Opinions

Our site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. GeoTest's engineers and geologists review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ – sometimes significantly – from those indicated in your report. Retaining GeoTest who developed this report to provide construction observation is the most effective method of managing the risks associated with anticipated or unanticipated conditions.

#### A Report's Recommendations are *Not* Final

Do not over-rely on the construction recommendations included in this report. Those recommendations are not final, because geotechnical engineers or geologists develop them principally from judgment and opinion. GeoTest's geotechnical engineers or geologists can finalize their recommendations only by observing actual subsurface conditions revealed during construction. GeoTest cannot assume responsibility or liability for the report's recommendations if our firm does not perform the construction observation.

# A Geotechnical Engineering or Geologic Report may be Subject to Misinterpretation

Misinterpretation of this report by other design team members can result in costly problems. Lower that risk by having GeoTest confer with appropriate members of the design team after submitting the report. Also, we suggest retaining GeoTest to review pertinent elements of the design teams plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having GeoTest participate in pre-bid and preconstruction conferences, and by providing construction observation.

# Do not Redraw the Exploration Logs

Our geotechnical engineers and geologists prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors of omissions, the logs included in this report should never be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable; but recognizes that separating logs from the report can elevate risk.

#### **Give Contractors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, but preface it with a clearly written letter of transmittal. In that letter, consider advising the contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the GeoTest and/or to conduct



additional study to obtain the specific types of information they need or prefer. A pre-bid conference can also be valuable. Be sure contractors have sufficient time to perform additional study. Only then might you be in a position to give contractors the best information available, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. In addition, it is recommended that a contingency for unanticipated conditions be included in your project budget and schedule.

# Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering or geology is far less exact than other engineering disciplines. This lack of understanding can create unrealistic expectations that can lead to disappointments, claims, and disputes. To help reduce risk, GeoTest includes an explanatory limitations section in our reports. Read these provisions closely. Ask questions and we encourage our clients or their representative to contact our office if you are unclear as to how these provisions apply to your project.

# Environmental Concerns Are Not Covered in this Geotechnical or Geologic Report

The equipment, techniques, and personnel used to perform an environmental study differ significantly from those used to perform a geotechnical or geologic study. For that reason, a geotechnical engineering or geologic report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated containments, etc. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk management guidance. Do not rely on environmental report prepared for some one else.

# **Obtain Professional Assistance to Deal with Biological Pollutants**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts biological pollutants from growing on indoor surfaces. Biological pollutants includes but is not limited to molds, fungi, spores, bacteria and viruses. To be effective, all such strategies should be devised for the express purpose of prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional biological pollutant prevention consultant. Because just a small amount of water or moisture can lead to the development of severe biological infestations, a number of prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of this study, the geotechnical engineer or geologist in charge of this project is not a biological pollutant prevention consultant; none of the services preformed in connection with this geotechnical engineering or geological study were designed or conducted for the purpose of preventing biological infestations.

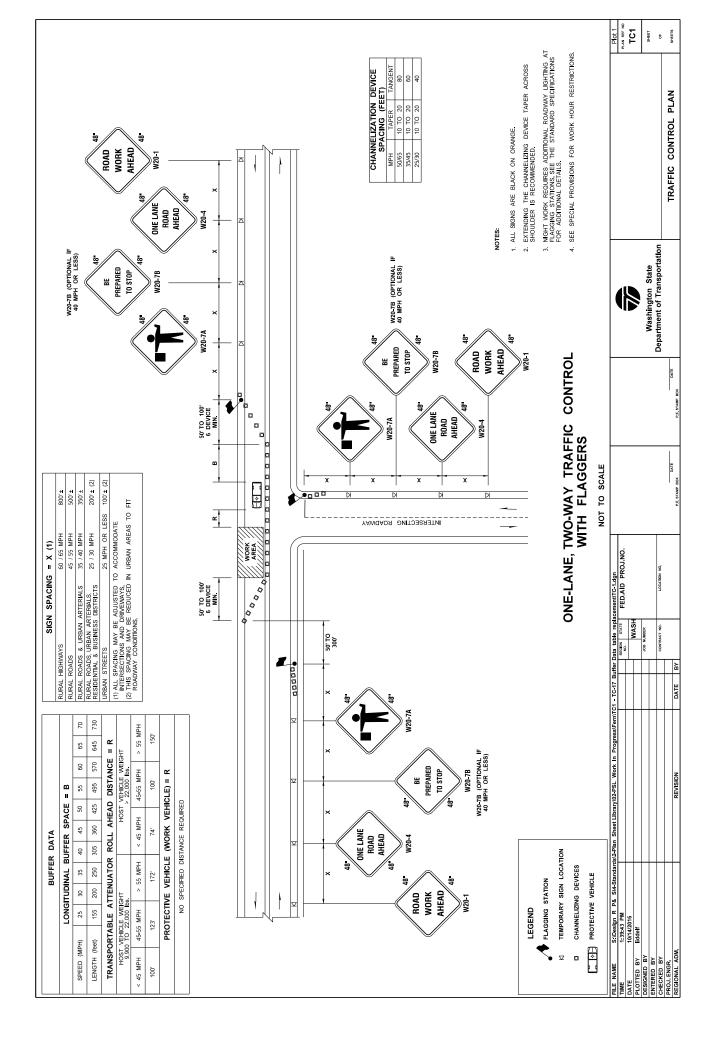
<sup>1</sup>Information in this document is based upon material developed by ASFE, Professional Firms Practicing in the Geosciences(asfe.org)

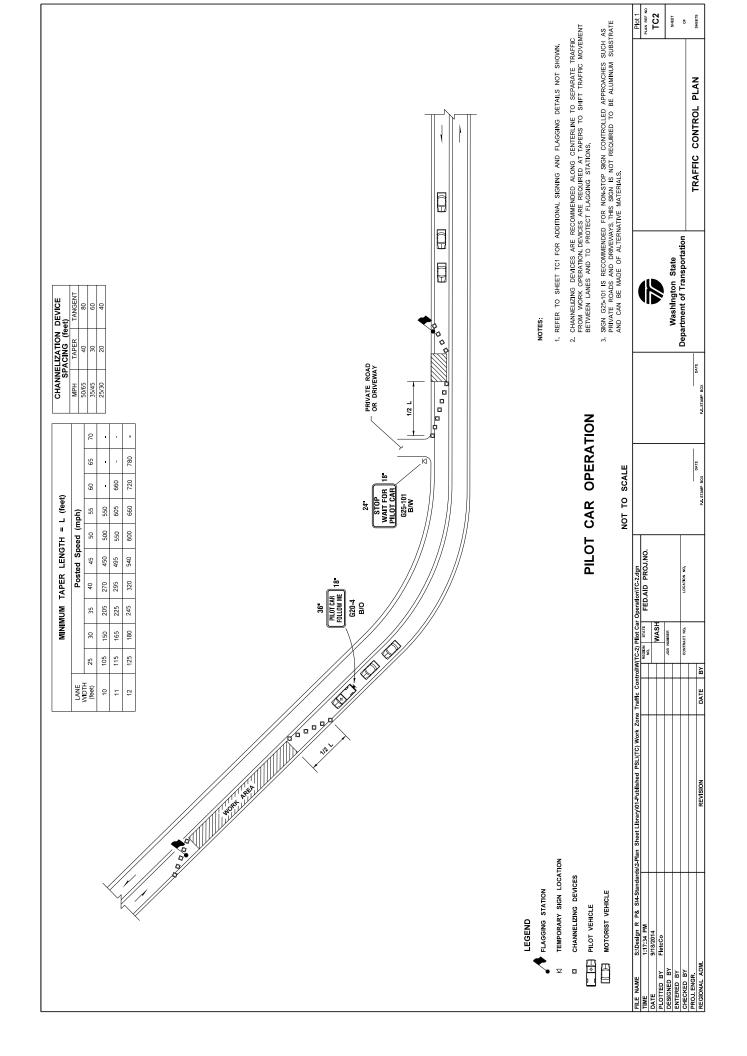


# **APPENDIX C**

# WSDOT TC PLANS

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# **APPENDIX D**

# 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. <u>Rental Rate</u>

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:

	FC
Share of Invoice to be charged to Force Account =	
	FC + NFC

EO

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

day (dl)

Van Collins Southern District Manager

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Linea Laird State Construction Engineer