

# **Project Manual**

# **Contract Documents & Special Provisions**

FOR

6<sup>th</sup> Street Preservation Phase II Project City Project No. 315-021

# Federal Aid No. STPUS-6566(013)

#### Bid Opening:

1:00 pm, June 1, 2021 City Clerk's Office, City Hall 345 Sixth Street, Suite 100 Bremerton, WA 98337-1873

#### Contact Person:

Chris Dimmitt, P.E. Public Works and Utilities Engineering Division 345 Sixth Street, Suite 500 Bremerton, WA 98337 Tel: (360) 473-2307 Christopher.Dimmitt@ci.bremerton.wa.us

REVISION: 22 April 2021

# **Certificate of Engineer**

The technical material and data contained in these Specifications for the <u>6<sup>th</sup> Street Preservation</u> <u>Phase II</u> were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.



05/05/2021

Prepared by: Ron Leimkuhler, P.E. Principal

Recommended by: Shane Weber, P.E. Managing Engineer – City of Bremerton Public Works and Facilities Engineering Division

# **Table of Contents**

PART I	9
BIDDING REQUIREMENTS AND CONTRACT FORMS	9
CONTRACT DOCUMENTS	11
Invitation to Bid	13
Information and Instruction for Bidders	17
Bidder's Checklist	19
Local Agency Proposal Signature Page (WSDOT Form 272-036k)	23
Bid Proposal	25
Local Agency Proposal Bond (WSDOT Form 272-001a)	33
Statement of Bidder's Qualifications	35
Non-Collusion Declaration (WSDOT Form 272-036i)	37
Disadvantaged Business Enterprise Utilization Certification (WSDOT Form 272-056)	39
Disadvantaged Business Enterprise (DBE) Written Confirmation Document (WSDOT 422-031)	
Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form (WSDOT Form 054)	
Disadvantaged Business Enterprise (DBE) Trucking Credit Form (WSDOT Form 058)	272- 47
Local Agency Subcontractor List (WSDOT Form 271-015a)	49
Local Agency Certification for Federal Aid Contracts (WSDOT Form 272-040a)	51
Proposal for Incorporating Recycled Materials into the Project	53
Local Agency Contract (WSDOT Form 272-006a)	57
Statement of Intent to Pay Prevailing Wages	59
Insurance Questionnaire	61
Local Agency Performance Bond (WSDOT Form 272-002a)	63
Local Agency Payment Bond (WSDOT Form 272-003a)	65
FHWA Special Provisions	67
Prevailing Wage Rates for Washington State	69
Prevailing Wage Rates For Washington State (WSDOT Form 272-009)	70
Required Contract Provisions Federal-Aid Construction Contracts	71
Attachment A - Employment And Materials Preference For Appalachian Develop Highway System Or Appalachian Local Access Road Contracts	ment 91
DIVISION 1 GENERAL REQUIREMENTS	92
INTRODUCTION TO THE SPECIAL PROVISIONS	92
DESCRIPTION OF WORK	92
1-01 Definitions and Terms	92
1-01.3 Definitions	92

1-02 Bid P	Procedures and Conditions	
1-02.1	Prequalification of Bidders	
1-02.2	Plans and Specifications	
1-02.4	Examination of Plans, Specifications, and Site Work	
1-02.4	4(1) General	
1-02.5	Proposal Forms	
1-02.6	Preparation of Proposal	
1-02.	6(1) Recycled Materials Proposal	
1-02.7	Bid Deposit	
1-02.9	Delivery of Proposal	
1-02.10	Withdrawing, Revising, or Supplementing Proposal	
1-02.12	Public Opening of Proposals	
1-02.13	Irregular Proposals	
1-02.14	Disqualification of Bidders	100
1-02.15	Pre Award Information	100
1-03 Awar	d and Execution of Contract	101
1-03.1	Consideration of Bids	101
1-03.	1(1) Identical Bid Totals	101
1-03.3	Execution of Contract	101
1-03.4	Contract Bond	102
1-03.7	Judicial Review	103
1-04 Scop	e of Work	103
1-04.2 and Adde	Coordination of Contract Documents, Plans, Special Provisions, Senda	
1-04.4	Changes	103
1-05 Cont	rol of Work	104
1-05.4	Conformity With and Deviations From Plans and Stakes	104
1-05.7	Removal of Defective and Unauthorized Work	107
1-05.11	Final Inspection	108
1-05.13	Superintendents, Labor and Equipment of Contractor	110
1-05.14	Other Contracts or Other Work	110
1-05.15	Method of Serving Notices	
1-05.16	Water and Power	110
1-05.18	Record Drawings	110
1-06 Cont	rol of Material	112
1-06.1	Approval of Materials Prior to Use	114
1-06.	1(4) Fabrication Inspection Expense	114
1-06.6	Recycled Materials	114
1-07 Lega	I Relations and Responsibilities to the Public	114

1-(	07.1	Laws to be Observed	.114
1-(	07.2	State Taxes	.115
1-(	07.4	Sanitation	.116
	1-07.4	(2) Health Hazards	116
1-(	07.9	Wages	.117
	1-07.9	9(1) General	117
	1-07.9	9(5) Required Documents	118
1-(	07.11	Requirements for Nondiscrimination	.119
1-(	07.12	Federal Agency Inspection	139
1-(	07.17	Utilities and Similar Facilities	139
1-(	07.18	Public Liability and Property Damage Insurance	140
1-(	07.18	Insurance	140
	1-07.1	8(1) General Requirements	140
	1-07.1	8(2) Additional Insured	141
	1-07.1	8(3) Subcontractors	142
	1-07.1	8(4) Verification of Coverage	142
	1-07.1	8(5) Coverages and Limits	142
	1-07.1	8(5)A Commercial General Liability	143
	1-07.1	8(5)B Automobile Liability	143
	1-07.1	8(5)C Workers' Compensation	143
1-(	07.23	Public Convenience and Safety	143
	1-07.2	23(1) Construction Under Traffic	143
1-(	07.24	Rights of Way	147
1-08	Prose	cution and Progress	148
1-(	0.80	Preliminary Matters	148
	1-08.0	0(1) Preconstruction Conference	148
	1-08.0	)(2) Hours of Work	148
1-(	08.1	Subcontracting	149
1-(	08.3	Progress Schedule	150
	1-08.3	3(2) Progress Schedule Types	150
	1-08.3	3(2)A Type A Progress Schedule	150
1-(	08.4	Notice to Proceed and Prosecution of Work	150
1-(	08.5	Time for Completion	151
1-(	08.6	Suspension of Work	152
1-09	Meas	surement and Payment	152
1-(	09.6	Force Account	152
1-(	09.7	Mobilization	153
1-(	09.9	Payments	153

1-09.9(1)	Retainage	154
1-09.11 Dis	sputes and Claims	154
1-09.11(3	) Time Limitation and Jurisdiction	154
1-09.13 Cla	aims Resolution	154
1-09.13(3	) Claims \$250,000 or Less	154
1-09.13(3	)A Administration of Arbitration	154
1-10 Tempora	ry Traffic Control	154
1-10.1 Ge	eneral	154
1-10.1(2)	Description	155
1-10.2 Tra	affic Control Management	156
1-10.2(1)	General	156
1-10.2(2)	Traffic Control Plans	156
1-10.3 Traffic	c Control Labor, Procedures, and Devices	156
1-10.3(3)	Traffic Control Devices	156
1-10.4 Me	easurement	157
1-10.4(1)	Lump Sum Bid for Project (No Unit Items)	157
DIVISION 2 EAR	THWORK	157
2-02 Removal	of Structures and Obstructions	157
2-02.3 Co	nstruction Requirements	157
2-02.3(3)	Removal of Pavement, Sidewalks, Curbs, and Gutters	158
2-02.3(4)	Sawcut Existing Pavement & Sidewalk	158
2-02.4 Me	easurement	159
2-02.5 Pa	yment	160
2-03 Roadway	v Excavation and Embankment	160
2-03.1 Co	nstruction Requirements	160
2-03.4 Me	easurement	161
2-03.5 Pa	yment	161
DIVISION 5 SUR	FACE TREATMENTS AND PAVEMENTS	161
5-04 Hot Mix A	Asphalt	161
5-04.1 Descr	iption	161
5-04.2 Ma	aterials	161
5-04.2(2)	Mix Design – Obtaining Project Approval	161
5-04.3 Co	nstruction Requirements	162
5-04.3(8)	Aggregate Acceptance Prior to Incorporation in HMA	162
5-04.3(4)	D Pavement Reinforcement Mesh Placement	162
5-04.3(13	) Surface Smoothness	164
5-04.3(14	) Planing Bituminous Pavement	164
5-04.4 Me	easurement	165

5-	04.5	Payment	165
5-	04.5	Payment	166
DIVISION MAINS, A		RAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATE NDUITS	
7-04	Storm	Sewers	166
7-	04.5	Payment	166
7-05	Manh	oles, Inlets, Catch Basins, and Drywells	167
7-	05.3	Construction Requirements	167
7-	05.4	Measurement	167
7-	05.5	Payment	168
7-09	Water	Mains	168
7-	09.3	Construction Requirements	168
7-	09.5	Payment	168
7-12	Valves	s for Water System	169
7-	12.2	Materials	169
7-	12.3	Construction Requirements	169
7-	12.4	Measurement	169
7-	12.5	Payment	170
7-14	Hydra	nts	170
7-	14.4	Measurement	170
7-	14.5	Payment	170
7-15	Servio	ce Connections	170
7-	15.3	Construction Requirements	170
DIVISION	18 N	IISCELLANEOUS CONSTRUCTION	171
8-02	Roads	side Restoration	171
8-	02.3	Construction Requirements	171
8-	02.4	Measurement	171
8-	02.5	Payment	171
8-13	Monu	ment Cases	171
8-	13.1	Description	171
8-	13.3	Construction Requirements	171
8-	13.5	Payment	172
8-14	Ceme	nt Concrete Sidewalks	172
8-	14.1	Description	172
8-	14.3	Construction Requirements	173
	8-14.3	(5) Detectable Warning Surface	174
8-	14.4	Measurement	174
8-	14.5	Payment	174

8-20 Electri	Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and ical	174
8-2	20.2 Materials	174
8-2	20.3 Construction Requirements	175
	8-20.3(1) General	175
	8-20.3(11) Testing	175
	8-20.3(5) Conduit	176
	8-20.3(6) Junction Boxes, Cable Vaults, and Pull Boxes	177
	8-20.3(14)A Signal Controllers	178
	8-20.3(17) As-Built Plans	178
	8-20.4 Measurement	178
	8-20.5 Payment	178
DIVISION	9 MATERIALS	179
9-02	Bituminous Material	179
9-03	Aggregates	181
9-0	D3.8 Aggregates for Hot Mix Asphalt	181
	9-03.8(7) Error! Bookmark not defined.HMA Tolerances, Specification Limits and Adjustments	181
9-29	Illumination, Signals, Electrical	181
9-2	29.3 Fiber Optic Cable, Electrical Conductors, and Cable	181
	9-29.3(2) Electrical Conductors and Cable	181
	9-29.3(2)I Twisted Pair Communication Cable	182
9-2	29.6 Light and Signal Standards	182
	9-29.13(3) Traffic Signal Controller	183
	9-29.13(10) Traffic Signal Controller Cabinet	183
9-2	29.18 Vehicle Detector	189
	9-29.18(3) Radar Detectors	190
9-2	29.19 Pedestrian Push Buttons	201
9-2	29.20 Pedestrian Signal	202
9-2	29.23 Vacant	202
9-2	29.24 Service Cabinets	204
9-30	Water Distribution Materials	204
9-3	30.3 Valves	204
	9-30.3(1) Gate Valves (3 to 16 Inches)	204
STANDAF	RD PLANS	205
	X A – INADVERTENT DISCOVERY PLAN	246
	X B – PREVAILING WAGE RATES FOR WASHINGTON STATE	262
Ве	nefit Code Key To State Wages	267
Wa	ashington State Department of Labor and Industries Policy Statement	285

Federal Wage Information for W	Vashington State	
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# PART I

# **BIDDING REQUIREMENTS AND CONTRACT FORMS**

# **CONTRACT DOCUMENTS**

#### INVITATION TO BID FOR 6<sup>th</sup> STREET PRESERVATION PHASE II

**RECEIPT OF BIDS:** Sealed Bids for the **6th STREET PRESERVATION PHASE II PROJECT** will be accepted by mail or in person by the City Clerk or designated staff on June 1, 2021 between 10:30 A.M. and 11:00 A.M. in front of the Norm Dicks Government Center located at 345 6th Street, Suite 100, Bremerton, WA 98337. The Government Center is closed to the public due to the COVID-19 pandemic and bidders will not be allowed in the building.

Prospective bidders are hereby notified that they are solely responsible for ensuring timely delivery of their bid to the City of Bremerton.

The City of Bremerton offices are closed to the public. There will NOT be a public bid opening per recommendations by the State of Washington and the Center for Disease Control. However, should Proclamation by the Governor 20-45.10 for Protection Orders and Personal Service be rescinded, then the City will immediately issue an addendum with instructions and schedule for a public bid opening.

**OPENING OF BIDS:** The bids will be publicly opened and read via Zoom on June 1, 2021 at 1:00 P.M. PST. The link for the bid opening is located on the City's website at: <u>http://www.bremertonwa.gov/Bids.aspx</u>.

**COMPLETION OF WORK:** The work must be physically completed within seventy (70) working days after the commencement date stated in the Notice to Proceed.

**DESCRIPTION OF WORK**: The WORK to be completed under this Contract consists of asphalt pavement repair, asphalt planing, pre-leveling, pavement reinforcement mesh, HMA pavement overlay, pavement markings, ADA ramps demolition and reconstruction, installation of new water main line with service connection, abandonment of existing water main, demolition of existing and installation of a new traffic signal with vehicle detection systems, pavement marking, and traffic control.

Engineer's Estimate range for this project is \$1,300,000 and \$1,600,000. All work shall be performed in accordance with the Contract Plans, these Contract Provisions, and the WSDOT/APWA 2021 Standard Specifications.

**PREVIEWING CONTRACT DOCUMENTS:** Contract Documents may be previewed on the ARC (formerly known as Reprographics Northwest) website (<u>www.e-arc.com</u>). Go to <u>http://www.e-arc.com/locations/219</u>, click on the 'Enter Public Planroom' link and scroll down to find the project.

**PURCHASING CONTRACT DOCUMENTS:** The Contract Documents may be ordered from ARC. Payment is typically cost of reproduction (non-refundable). Contact Bid Services at ARC in Tacoma, WA: 1(800) 337-8103; FAX (253) 272-4064; E-mail: <u>tacoma.cs@e-arc.com</u>.

**PROPOSALS**: All bid proposals must be made on the blank forms furnished in the Contract Documents. Sealed envelopes containing bids shall be entitled: **BID PROPOSAL – 6<sup>th</sup> STREET PRESERVATION PHASE II.** 

**BID SECURITY:** Each bid proposal 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. The failure to furnish a bid deposit of a minimum of 5 percent shall make the bid nonresponsive and shall cause the bid to be rejected by the Contracting Agency.

**PERFORMANCE BOND:** The successful bidder will also be required to provide a Performance Bond for 100 percent of the Contract Price. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Bremerton.

**PROJECT COMMUNICATION:** All communications related to the project shall be directed to the City prior to opening of Bids:

Communication by Phone/Email:

Chris Dimmitt, P.E. Telephone: (360) 473-2307 Email: Christopher.Dimmitt@ci.bremerton.wa.us

Shane Weber, P.E. Telephone: (360) 473-2354 Email: Shane.Weber@ci.bremerton.wa.us

Communication by Mail:

Public Works and Utilities Engineering Division 345 Sixth Street, Suite 500 Bremerton, WA 98337 ATTN: Chris Dimmitt, P.E.

**CITY'S RIGHTS RESERVED:** The City of Bremerton reserves the right to reject any and all bids on any or all schedules or additives or to waive any informalities in the bidding and shall determine which bid or bidders is the most satisfactory and responsible bidder and shall be the sole judge thereof.

No plea of mistake in the bid shall be available to the bidder for the recovery of his/her deposit or as a defense to any action based upon the neglect or refusal to execute a contract.

The City of Bremerton 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 project is funded by the Federal Highway Administration (FHWA) through the Surface Transportation Program (STP) and is subject to requirements for federally funded projects. A Disadvantaged Business Enterprise (DBE) mandatory goal of 16% has been established for this project with 0% for training. The 16% mandatory goal applies to all work on the project.

#### Published:

Daily Journal of Commerce: 5/10/2021 and 5/24/2021

Kitsap Sun: 5/10/2021 and 5/24/2021

OWMBE: 5/10/2021 and 5/24/2021

#### END OF NOTICE INVITING BIDS

#### INFORMATION AND INSTRUCTION FOR BIDDERS

#### **PROJECT DESCRIPTION**

The WORK to be completed under this Contract consists of asphalt pavement repair, asphalt planing, pre-leveling, pavement reinforcement mesh, HMA pavement overlay, pavement markings, ADA ramps demolition and reconstruction, installation of new water main line with service connections, abandonment of existing water main, demolition of existing and installation of a new traffic signal with vehicle detection systems, pavement marking, traffic control, and other work all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

#### **GOVERNING DOCUMENTS**

The execution and prosecution of the work under this contract is governed by this Project Manual, including the plans and specifications contained herein, the 2021 WSDOT Standard Specifications for Road, Bridge and Municipal Construction (herein referred to as "the Standard Specifications") published by the Washington State Department of Transportation, and any General Special Provisions provided herein.

#### SUPPLEMENTAL INFORMATION FOR BIDDERS

The bidder shall promptly notify the City's Project Manager of any discovered omissions, conflict, ambiguities, or discrepancies in the Bid Documents. Bidders shall direct any Requests for Information (RFI's) to the City's Project Manager. Under no circumstances shall the bidder contact the design consultant unless specifically directed by the City's Project Manager.

The Owner has made the following supporting documents available for review by bidders:

#### NONE

#### PREPARATION OF BIDS

The bidder shall prepare and submit its bid on the Bid Proposal Documents provided in the Project Manual and in accordance with the Standard Specifications (as may be modified herein).

Each bidder must submit a bid deposit payable to the City of Bremerton for five percent of the total amount of the bid. The bidder may submit a certified check or cashier's check in lieu of a bid bond.

Attorneys-in-fact who sign bid bonds must file a certified and effective dated copy of their power of attorney.

#### **RECEIPT OF BIDS**

Bids will be received at the time and location set forth in the Call for Bids and then at said office will be publicly opened and read aloud. The City will not consider any bid received after the time and date specified.

If delivered by mail, the bidder shall enclose the sealed envelope containing the bid within another envelope addressed to the City at the above address.

Bids may be withdrawn or modified as provided in the Standard Specification (as may be modified herein).

#### **OPENING OF BIDS**

The City will publicly open and read aloud all bids immediately after the time set for receiving bids. The City invites all interested persons to attend the bid opening.

Following the bid opening, the City will provide a listing of the firms submitting bids and their bid amounts, upon request.

After City staff has reviewed the bids and corrected any errors in the calculations of the bid amounts, the City will publish a Certified Bid Tabulation listing all unit prices, extensions and totals for all bidders. This will be available at the City of Bremerton Public Works Department offices.

#### AWARDING AND EXECUTION OF THE CONTRACT

The Contract shall be awarded and executed as provided in the Standard Specifications (as may be modified herein).

#### **CONTRACT TIME & LIQUIDATED DAMAGES**

The contract time for this project shall be set at **70 working days**, as defined in Section 1-08.5 of the Specifications.

#### **BIDDER'S CHECKLIST**

Bidder must execute and return with submittal:

- 1. LOCAL AGENCY PROPOSAL SIGNATURE PAGE (WSDOT FORM 272-036K)
- 2. SCHEDULE OF PRICES
- 3. LOCAL AGENCY PROPOSAL BOND
- 4. STATEMENT OF BIDDER'S QUALIFICATIONS
- 5. NON-COLLUSION DECLARATION (WSDOT FORM 272-036I)
- 6. CONTRACTOR CERTIFICATION WAGE LAW COMPLANCE FORM (WSDOT FORM 272-009)
- 7. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION AND INSTRUCTIONS (WSDOT FORM 272-056)
- 8. DISADVANTAGED BUSINESS ENTERPRISE (UDB) BID ITEM BREAKDOWN FORM (WSDOT FORM 272-054)
- 9. DISADVANTAGED BUSINESS ENTERPRISE TRUCKING CREDIT FORM (WSDOT FORM 272-058)
- 10. DISADVANTAGED BUSINESS ENTERPRISE WRITTEN CONFIRMATION DOCUMENT (WSDOT FORM 422-031)
- 11. LOCAL AGENCY SUBCONTRACTOR LIST (WSDOT FORM 271-015A)
- 12. LOCAL AGENCY CERTIFICATION FOR FEDERAL AID CONTRACTS (WSDOT FORM 272-040)
- 13. PROPOSAL FOR INCORPORATION RECYCLED MATERIALS INTO THE PROJECT

After the Contract is awarded, execute:

- 14. LOCAL AGENCY CONTRACT (WSDOT FORM 272-006A)
- 15. STATEMENT OF INTENT TO PAY PREVAILING WAGES
- 16. INSURANCE QUESTIONNAIRE
- 17. LOCAL AGENCY PERFORMANCE BOND (WSDOT FORM 272-002A)
- 18. LOCAL AGENCY PAYMENT BOND (WSDOT FORM 272-003A)

SUBMIT THE ENCLOSED PROPOSAL BOND WITH YOUR PROPOSAL

USE OF OTHER FORMS MAY SUBJECT YOUR BID TO REJECTION

#### Local Agency Proposal -Signature Page

all req A prop	uirements and signe	d all certificates c amount of five pe	re of this proposal he/she is deemed to have acknowledged ontained herein. rcent (5%) of the total bid, based upon the approximate d in the form as indicated below is attached hereto:
Cas	h l	In the Amour	nt of
Cas	hier's Check		Dollars
Cer	tified Check	□ (\$	) Payable to the State Treasurer
Pro	posal Bond	In the Amour	t of 5% of the Bid
Receip	t is hereby acknowl	edged of addendu	m(s) No.(s) &
			Signature of Authorized Official(s)
		Firm Name	
		Address	
State o	f Washington Contr	actor's License N	0
			0
Note: (1)		n is not transferab	le and any alteration of the firm's name entered hereon will be cause for considering the

(2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.

DOT Form 272-036K EF 07/2011

SR

#### **BID PROPOSAL**

#### **6<sup>TH</sup> STREET PRESERVATION PHASE II**

#### BID TO: City of Bremerton (Washington) Public Works and Utilities Engineering Division

- The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled 6<sup>th</sup> Street Preservation Phase II.
- 2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid security.
- 3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
- 4. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

 Number
 Date

Failure to acknowledge all addenda shall render the bid non-responsive and shall be cause for its rejection.

5. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

To all the foregoing, and including all Proposal Forms contained in this Bid, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the aforementioned Proposal Forms.

NOTE: Prices for all items, all extensions and total amount of bid must be shown in the Proposal Forms. Show prices in figures.

Dated:	Bidder:	
	Ву:	
		(Signature)
	Title:	

# **SCHEDULE 1 - HMA OVERLAY**

ltem No.	Qty Unit	Item Description	Unit Price	Amount
	1	MOBILIZATION	Unit Frice	Amount
1	LS	1-09.07		
	138	REMOVING BITUMINOUS PAVEMENT		
2	SY	2-02.4 SP		
_	138	REMOVING CEMENT CONC. PAVEMENT		
3	SY	2-02.4 SP		
4	170	REMOVING CEMENT CONC. SIDEWALK		
4	SY	2-02.4 SP		
5	292	REMOVING CEMENT CONC. CURB AND GUTTER		
	LF	2-02.4 SP		
6	1	REMOVAL OF STRUCTURES AND OBSTRUCTIONS		
	LS	2-02 SP		
7	566	SAWCUT		
1	LF	2-02.3(4) SP		
8	8	PAVEMENT REPAIR EXCAVATION INCL. HAUL		
0	SY	5-04		
9	1	CATCH BASIN INLET		
Ŭ	EA	7-05 SP		
10	16	SOLID WALL PVC STORM SEWER PIPE 8 IN. DIAM.		
	LF	7-04 SP		
11	5	SOLID WALL PVC STORM SEWER PIPE 12 IN. DIAM.		
	LF	7-04 SP		
12	9	STORM FRAME AND VANED GRATE		
	EA	7-05 SP		
13	50	CRUSHED SURFACING BASE COURSE		
	TN	4-04.5		
14	40	CRUSHED SURFACING TOP COURSE		
	TN	4-04.5		

## **SCHEDULE 1 - HMA OVERLAY**

Item	Qty			
No.	Unit	Item Description HMA FOR PAVEMENT REPAIR CL. 3/8 IN PG	Unit Price	Amount
15	30	58H-22		
	TN	5-04 SP		
16	6970	PLANING BITUMINOUS PAVEMENT		
10	SY	5-04.3		
17	1310	HMA CL. 3/8 IN. PG 58H-22		
	TN	5-04 SP		
18	1	JOB MIX COMPLIANCE PRICE ADJUSTMENT	-1.00	-1.00
10	CALC	5-04		
19	6966	PAVEMENT REINFORCEMENT MESH		
19	SY	5-04.3(4)D SP		
20	1	SPCC PLAN		
20	LS	1-07.15(1)		
21	1	EROSION CONTROL AND WATER POLLUTION PREVENTION		
	LS	8-01		
00	16	INLET PROTECTION		
22	EA	8-01		
23	300	CEMENT CONC. TRAFFIC CURB AND GUTTER		
23	LF	8-04		
24	135	CEMENT CONC. TRAFFIC CURB		
24	LF	8-04		
25	105	MOUNTABLE CEMENT CONC. TRAFFIC CURB		
23	LF	8-04		
26	3070	PAINT LINE		
20	LF	8-22		
27	810	PLASTIC CROSSWALK LINE		
21	SF	8-22		
	110	PLASTIC STOP LINE		
28	LF	8-22		

# **SCHEDULE 1 - HMA OVERLAY**

ltem No.	Qty Unit	Item Description	Jnit Price	Amount
	6	PLASTIC TRAFFIC ARROW		Amount
29	EA	8-22		
	1	PERMANENT SIGNING		
30	LS	8-21		
31	3540	TEMPORARY PAVEMENT MARKINGS-SHORT DURATION		
	LF	8-23		
	1	PROJECT TEMPORARY TRAFFIC CONTROL		
32	LS	1-10 SP		
	1	TRAFFIC SIGNAL SYSTEM - PARK AVE		
33	LS	8-20 SP		
0.4	13	ADJUST MANHOLE		
34	EA	7-05 SP		
25	15	ADJUST CATCH BASIN		
35	EA	7-05 SP		
20	6	ADJUST WATER VALVE		
36	EA	7-12 SP		
07	1	ROADWAY SURVEYING		
37	LS	1-05.4 SP		
38	1	ADA FEATURES SURVEYING		
30	LS	1-05.4 SP		
39	1	ADJUST MONUMENT CASE AND COVER		
39	EA	8-13 SP		
40	73	CEMENT CONC. SIDEWALK		
	SY			
41	6	CEMENT CONCRETE CURB RAMP TYPE PARALLEL A		
	EA	8-14.4 SP		
42	1	MINOR CHANGE	\$ 100,000.00	\$ 100,000.00
	FA	1-04.4(1)		

# **SCHEDULE 1 - HMA OVERLAY**

Note: Unit prices for all Bid Items must be shown. All entries must be typed or in ink.

ltem No.	Qty Unit	Item Description	Unit Price	Amount
43	4	POTHOLING		
43	EA	1-07.17(3) SP		
44	1	ROADSIDE RESTORATION		
	FA	8-02 SP		
45	1	RECORD DRAWINGS (MINIMUM BID \$4,000)		
	LS	1-05.18 SP		

# TOTAL SCHEDULE 1

# **SCHEDULE 2 - WATER MAIN**

ltem No.	Qty Unit	Item Description	Unit Price	Amount
4	1	MOBILIZATION		
1	LS	1-09.07		
2	526	REMOVING BITUMINOUS PAVEMENT		
2	SY	2-02.4 SP		
3	77	REMOVING CEMENT CONC. SIDEWALK		
3	SY	2-02.4 SP		
4	115	REMOVING CEMENT CONC. CURB AND GUTTER		
	LF	2-02.4 SP		
5	3360	SAWCUT		
5	LF	2-02.3(4) SP		
6	526	REMOVING CEMENT CONC. PAVEMENT		
0	SY	2-02.4 SP		
7	5.0	GATE VALVE 8 IN.		
'	EA	9-30.3(1) SP		
8	9	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.		
	LF	7.09.5		
9	1405	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.		
	LF	7.09.5		
10	1	TAPPING SLEEVE AND VALVE ASSEMBLY 8 IN.		
	EA	7-09		
11	3	HYDRANT ASSEMBLY		
	EA	7-14.3		
12	9	SERVICE CONNECTION 3/4 IN. DIAM		
	EA	7-15.5		
13	2	SERVICE CONNECTION 2 IN. DIAM		
	EA	7-15.5		
14	2	RECONNECTING EXISTING FIRE LINE SERVICE		
	EA	7-14.4 SP		

# **SCHEDULE 2 - WATER MAIN**

Note: Unit prices for all Bid Items must be shown. All entries must be typed or in ink.

ltem No.	Qty Unit	Item Description		nit Price		Amount
110.	4	POTHOLING	0			Amount
15	EA	1-07.17(3) SP				
	1	ABANDON WATER MAIN SYSTEM				
16	LS	7-09.3(25) SP				
	6	ADJUST WATER VALVE				
17	EA	7-12.3 SP				
	6580	SHORING OR EXTRA EXCAVATION CLASS B				
18	SF	2-09.4				
19	190	HMA FOR PAVEMENT REPAIR CL. 3/8 IN PG 58H-22				
	TN	5-04 SP				
20	20	CRUSHED SURFACING TOP COURSE				
20	TN	4-04.5				
21	220	CRUSHED SURFACING BASE COURSE				
21	TN	4-04.5				
22	121	CEMENT CONC. TRAFFIC CURB AND GUTTER				
22	LF	8-04				
23	1	PROJECT TEMPORARY TRAFFIC CONTROL				
20	LS	1-10 SP				
24	85	CEMENT CONC. SIDEWALK				
	SY	8-14				
25	4	POTHOLING				
	EA	1-07.17(3) SP			ļ	
26	1	MINOR CHANGE	\$	45,000.00	\$	45,000.00
20	FA	1-04.4(1)				

# **SUBTOTAL SCHEDULE 2**

WA STATE SALES TAX

**TOTAL SCHEDULE 2** 

 9.00%		

TOTAL BID SUMMARY					
TOTAL BID SCHEDULE 1					
TOTAL BID SCHEDULE 2					
BASE BID (BID SCHEDULE 1 + 2)					
Contractor's Name:					
Authorized Signature:					
Print Name & Title:					
Date:					

**END OF PROPOSAL FORM** 

#### Local Agency Proposal Bond (WSDOT Form 272-001a)

## Local Agency Proposal Bond

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

as principal, and the

a corporation duly organized under the laws of the state of

, and

authorized to do business in the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by 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 bond as required by the within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed

and sealed this day of ,

(Principal)

(Surety)

(Attorney-in-fact)

SR

of

DOT Form 272-001A EF 07/2011

## STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Contractor:

## Address:

Telephone and Contact Person for this Bid:

Number of years the contractor has been engaged in the construction business under the present firm name indicated:

Gross dollar amount of work under contract: \$\_\_\_\_\_

Gross dollar amount of contracts not completed: \$\_\_\_\_\_

Type of work generally performed by Contractor:

List of five projects of a similar size and nature that have been completed by the contractor within the last ten years including the project name, year of construction, contracting agency, contract phone number and the gross dollar amount of each project:

Project Name	Construction Year	Agency Name	Contract Name and Number	Dollar Amount

List of five major pieces of equipment which are anticipated to be used on this project by the contractor and note which items are owned by the contractor and which are to be leased or rented from others:

Bank References:

How many general superintendents or other responsible employees in a supervisory position do you have at this time and how long have they been with this contractor?

Have you changed bonding companies within the last three years?

BIDDER

By (signed)

TITLE

## Non-Collusion Declaration (WSDOT Form 272-036i)

## Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

## 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:

- 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 to have agreed to the provisions of this declaration.

## NOTICE TO ALL BIDDERS

To report 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.

DOT Form 272-036I EF 07/2011

## Disadvantaged Business Enterprise Utilization Certification (WSDOT Form 272-056)



### Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, a Disadvantaged Business Enterprise (DBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a DBE Utilization Certification which properly demonstrates that the Bidder will meet the DBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's DBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: \_\_\_\_\_\_ certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

Box 2:				
Column 1	Column 2	Column 3	Column 4	Column 5
Name of DBE (See instructions)	Project Role (See instructions)	Description of Work (See instructions)	Dollar Amount Subcontracted to DBE (See instructions)	Dollar Amount to be Applied Towards Goal (See instructions)

Disadvantaged Business Enterprise \_\_\_\_\_ Condition of Award Contract Goal Box 3 Total DBE Commitment Dollar Amount

Box 4

5 By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

DOT Form 272-056 Revised 03/2018

#### Instructions for Disadvantaged Business Enterprise Utilization Certification Form

- Box 1: Name of Bidder (Proposal holder) submitting Bid.
- Box 2: Name of the Project.
- Column 1: Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page: <u>https://wsdot.diversitycompliance.com</u>, Repeat the name of the DBE for each Project Role that will be performed.

Column 2: The Project Role that the DBE will be performing as follows;

- Prime Contractor
- Subcontractor
- Subcontractor (Force Account)
  - · Work sublet as Force Account must be listed separately.
- Manufacturer
- Regular Dealer
  - · Work sublet to a Regular Dealer must be listed separately.
  - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
- Broker
  - · Work sublet to a Broker must be listed separately.

List each project role to be performed by a single DBE individually on a separate row. The role is used to determine what portion of the amount to be subcontracted (Column 4) may be applied toward meeting the goal (column 5).

- Column 3: Provide a description of work to be performed by the DBE. The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page https://wsdot.diversitycompliance.com
  - A Bidder subletting a portion of a bid item shall state "Partial" and describe the Work that is included.
    For example; "Electrical (Partial) Trenching".
    - "Mobilization" will not be accepted as a description of Work.
- Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing.
- Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal See Note 1, Note 2, Note 3. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, See Note 1, Note 2, Note 3, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.
  - Note 1: For Work sublet as Force Account the bidder may only claim 50% of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to (\$100,000 X 50%) = \$50,000 (Column 5) to be applied towards the goal.
  - Note 2: For Work sublet to a Regular Dealer the bidder may only claim 60% of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to (\$100,000 X 60%) = \$60,000 (Column 5) to be applied towards the goal
- Note 3: For Work sublet to a Broker the bidder may only claim the fees paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to (\$100,000 X reasonable fee %) = \$ (Column 5) to be applied towards the goal.
- Box 3: Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.
- Box 4: Box 4 is the sum of the values in column 5. This value must equal or exceed the COA Contract goal amount written in Box 3 or;
- Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, Selection of Successful Bidder/Good Faith Efforts (GFE) in the Contract.

See the Disadvantaged Business Enterprise Participation specification in the Contract for more information.

DOT Form 272-056 Revised 10/2019



## Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, a Disadvantaged Business Enterprise (DBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a DBE Utilization Certification which properly demonstrates that the Bidder will meet the DBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's DBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: <u>A Plus Construction Company</u> certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

Column 1	Column 2	Column 3	Column 4	Column 5
Name of DBE (See instructions)	Project Role (See instructions)	Description of Work (See instructions)	Dollar Amount Subcontracted to DBE (See instructions)	Dollar Amount to be Applied Towards Goal (See instructions)
A Plus Construction Company	Prime	Asphalt and concrete paving, asphalt milling, preleveling and pavement repair	N/A	900,000
In the Line Services, Inc.	Subcontractor (Force Account)	Crack sealing	20,000	10,000
In the Line Services, Inc.	Subcontractor	Guideposts, joint seal, pavement markers, temporary signage, construction sign installation	200,000	200,000
The Everything Guys, LLC	Regular Dealer	Rental and sales of highway construction and related equipment and materials	100,000	60,000
Optimus Prime Trucking, Inc.	Subcontractor	Dump Trucking	50,000	50,000
Metalheads, Inc.	Manufacturer	Dowel Bars	75,000	75,000
Erosion Under Control Co.	Broker	Erosion control blankets, straw bales and wattles, sand bags	15,000	250
			$\mathbf{H}_{-}$	
		TAN		
	<b>I</b>	XIII		
Disadvanta	ged Business Enter	prise 356,968.16 Total DBE Commitr	ment Dollar Amour	nt 1.295.250

Box 2: US 395, Spokane City Limits to Stevens County Line - Paving and Safety

Disadvantaged Business Enterprise <u>356,968.16</u> Condition of Award Contract Goal Box 3 Total DBE Commitment Dollar Amount 1,295,250 Box 4

5 By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

DOT Form 272-056 Revised 02/2018

## Disadvantaged Business Enterprise (DBE) Written Confirmation Document (WSDOT Form 422-031)



#### Washington State Department of Transportation

## Disadvantaged Business Enterprise (DBE) Written Confirmation Document

See Contract Provisions: DBE Document Submittal Requirements Disadvantaged Business Enterprise Participation

THIS FORM SHALL ONLY BE SUBMITTED TO A DBE THAT IS LISTED ON THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE DBE.

#### PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title:		
Bidder's Business Name:		
DBE's Business Name:		
Dollar Amount to be App	lied Towards DBE Goal:	
Dollar Amount to be Subo	contracted to DBE*: *Optional Field	

#### PART B: To be completed by the Disadvantaged Business Enterprise

As an authorized representative of the Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in Part A of this form.

Name (printed):	
Signature:	
Title:	
Address:	Date:

DOT Form 422-031 Revised 07/2016

# Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form (WSDOT Form 272-054)

Washingt Departme	on State ent of Trans	sportatio	n		Disadvar (DBE)	ntaged Bu ) Bid Item	siness I Breakd	Enterprise own Form
1. Contract Number		2.	Contract Na	me		-		
3. Prime Contractor				4.	Prime Contracto	or Representative	Name	
5. Prime Contractor F	Representative	Phone Num	nber	6. Prime C	contractor Repre	esentative Email		
Column 1 Name of UDBE (See Instructions)	Column 2 Bid Item # (See Instructions)	Column 3 Full/Partia (See Instruction		у	Column 5 Description (See Instructions)	Column 6 Unit Price (See Instructions)	Column 7 Total Unit Cost (See Instructions)	Column 8 Dollar Amount to be Applied Towards Goal (See Instructions)
			-					
						Subtotal:	\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partia	I Quantity	у	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
		_				Subtotal:	\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partia	I Quantity	у	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
			_					
						Subtotal:	\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partia	I Quantity	У	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
						Subtotal:	\$ 0.00	\$ 0.00
				TOTA	AL UDBE Do	llar Amount:	\$ 0.00	\$ 0.00

DOT Form 272-054 Revised 09/2020

#### Instructions for Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.

Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Disadvantaged Business Enterprise (DBE) Firm. DBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage <a href="https://wsdot.diversitycompliance.com">https://wsdot.diversitycompliance.com</a>.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3: If the DBE is performing only part of the bid item, mark "Partial". If the DBE is performing the entire bid item, mark "Complete".

Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the DBE.

Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.

Column 7: Provide the estimated total unit cost amount per bid item.

Column 8: Provide the amount of the bid item being used to fulfil the DBE goal. The work to be performed must be consistent with the Certified Business Description of the DBE provided in the DMCS webpage https://wsdot. diversitycompliance.com. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

#### Use Additional Sheets if necessary.

DOT Form 272-054 Revised 09/2020

## Disadvantaged Business Enterprise (DBE) Trucking Credit Form (WSDOT Form 272-058)



## Disadvantaged Business Enterprise (DBE)Trucking Credit Form

#### PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the DBE Utilization Certification Form submitted with the proposal. Please note that DBE's must be certified prior to time of submittal.

Federal Aid #		Contract #	Project Name		
If listing items	by hours, or by lump sum amo	Dunts, please provide calculations to substant	iate the quantities listed.		
Bid Item	Item Description				

#### Use additional sheets as necessary.

Bidder		Name/Title (please print)	
Phone	Fax	Signature	
Address			
		I certify that the above information is complete and accurate.	
Email		Date	

#### PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Note: DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also recognized as a supplier of the materials used on the project and approved for this project as a regular dealer.

<ol> <li>Type of Material expected to be hauled?</li> </ol>					
2. Number of fully operational trucks expected to be used on this project?			Tractor/trailers:		Dump trucks:
<ol> <li>Number of trucks and trailers owned by the DBE that will be used on this project?</li> </ol>		Tractor/trailers:		Dump trucks:	
4. Number of trucks and trailers leased by the DBE that will be used on this project?			Tracto	or/trailers:	Dump trucks:
DBE Firm Name				Name/Title (please print)	
Certification Number					
Phone	Fax			Signature	
Address					
			I certify that the above information is complete and accurate.		
Email				Date	

DOT Form 272-058 Revised 09/2020

6<sup>th</sup> Street Preservation Phase II (Warren to Pacific Ave)

Submit this form to in accordance with section 1-02.9 of the Contract.

Instruction to Bidder: The Bidder shall complete and submit the Disadvantaged Business Enterprise (DBE) Trucking Credit Form in accordance with Section 1-02.9 of the Contract.

#### INSTRUCTIONS

#### Please note – All Fields are required

#### PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

County: Specify the County where the project will take place.

**Contract #**: Specify the Project Contract Number which can be found in the Engineer's estimate bid check report. **Bid Item:** Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) for which trucking services will be utilized.

Item Description: Provide description of the bid item (as it appears in the engineer's estimate bid check report) for which trucking will be utilized.

Bidder: In this section, provide the bidder's legal name, title, Business address, Phone and email.

#### The bidder's representative signature is required in addition to the date the form was signed.

#### PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project.

DBE Firm: In this section, provide the DBE Firm's legal name, DBE Firm's representative legal name and title, certification Number (Found in the firm's OMWBE Profile page in the OMWBE directory), Business address, Phone, fax and email.

#### The DBE Firm's representative signature is required in addition to the date the form was signed.

DOT Form 272-058 Revised 09/2020

## Local Agency Subcontractor List (WSDOT Form 271-015a)

Local Agency Name
Local Agency Address

## Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended To Be Submitted with the Bid Proposal

Project Name

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name	
Work to be performed	
Subcontractor Name	
Work to be performed	
Subcontractor Name	
Work to be performed	
Subcontractor Name	
Work to be performed	
Subcontractor Name	
Work to be performed	

\* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

DOT Form 271-015A Revised 06/2020

## Local Agency Certification for Federal Aid Contracts (WSDOT Form 272-040a)

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

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

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

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

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

DOT Form 272-040A EF 07/2011

SR

# PROPOSAL FOR INCORPORATING RECYCLED MATERIALS INTO THE PROJECT



APWA-WA Division 1 Committee

rev. 1/8/2016

#### Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: \_\_\_\_\_ percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder:

Signature of Authorized Official:

Date:

CONTRACT DOCUMENTS AND CONTRACT BOND FORMS

## WILL BE PROVIDED TO THE SUCCESSFUL BIDDER ONLY

6th Street Preservation Phase II (Warren to Pacific Ave) 55

May 5, 2021 Contract Documents and Contract Bid Forms

## Local Agency Contract (WSDOT Form 272-006a)

## Local Agency Contract

THIS AGREEMENT, made and entered into this day of , . between the , and the

under and by virtue of Title 47 RCW, as amended and

hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

in accordance with and as described in the attached plans and specifications, and the standard specifications of the which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by .

II. hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

DOT Form 272-006A EF 07/2011 III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all convenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the State by reason of entering into this contract, except as provided herein.

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

Executed by the Contractor _	
	,
	(Contractor)
Local Age	ency:
Title:	
By:	
Date:	

SR

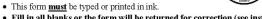
DOT Form 272-006A EF 07/2011

58

## Statement of Intent to Pay Prevailing Wages

Department of Labor and Industries Prevailing Wage (360) 902-5335 www.lni.wa.gov/TradesLicensing/PrevWage

revWage



• Fill in all blanks or the form will be returned for correction (see instructions).

Please allow a minimum of 10 working days for processing.Once approved, your form will be posted online at

 Once approved, your form will be posted online at https://fortress.wa.gov/lni/pwiapub/SearchFor.asp

#### STATEMENT OF INTENT TO PAY PREVAILING WAGES Public Works Contract

\$40.00 Filing Fee Required

Intent ID # (Assigned by L&I)

Your Company Information				Awarding Agency	Information			
Your Company Name ABC Company, Inc.				Project Name Road Repair			Contract 2011-01	Number B
Your Address 1234 Main Street				Awarding Agency WA State Departmen	t of Transportation	1		
City Olympia	State WA	Zip+4 98501-1234		Awarding Agency A PO Box 47354	ddress		1	
Your Contractor Registration Number ABCCI*0123AA	Your UBI Numb 123456789	ber		City Olympia		Sta W.		Zip+4 98501
Your Industrial Insurance Account Number 111,111-11	1			Awarding Agency Co John Doe	ontact Name		one Number 5) 555-5555	
Your Email Address (required for notification of approva prevailingwage@lni.wa.gov	<ol> <li>Your Phone (555) 555-5</li> </ol>			County Where Work Thurston	Will Be Performed		y Where Wor mpia	k Will Be Performed
Additional Details				Contract Details				
Your Expected Job Start Date (mm/dd/yyyy) 01/01/2011				Bid Due Date (Prime 08/01/2010	e Contractor's)	Awarc 08/10/		Contractor's)
Job Site Address/Directions State Street @ Plum Street					Amount of <u>Your</u> Con materials, if applicabl		-	000.00
ARRA Funds			11	Weatherization or <b>F</b>	Energy Efficient Fund	ls		
Does this project utilize American Recovery and Rei	nvestment Act (A	RRA) funds?		Does this project util (ARRA or otherwise)	ize any weatherization		y efficiency u	pgrade funds
Prime Contractor's Company Information				0	s Company Informati	on		
Prime Contractor's Company Name Prir XYZ Company, Inc. 123	ne Contractor's Ir 456	ntent Number		Hiring Contractor's C Super Pavers, Inc.	Company Name			
5	ne Contractor's U 654321	JBI Number		Hiring Contractor's C SUPERPA123AA	Contractor Registration	Numbe	Hiring Cont 321456987	tractor's UBI Number
Employment Information	1	_						
Do you intend to use <u>ANY</u> subcontractors?	🗌 Yes	No No	_		orm work on this proje	_	Xes Yes	□ No
Will <u>ALL</u> work be subcontracted?	□ Yes	No No			apprentice employees	?	🛛 Yes	□ No
Number of Owner/Operators who own at least 30% of				. ,	□ None (0)	One (1)	🗌 Two (2	2)
Crafts/Trades/Occupations - (Do not list apprentic If an employee works in more than one trade, ensure For additional crafts/trades/occupations please use A	that all hours wor				Number of Workers	Rate	of Hourly Pay	Rate of Hourly Usual ("Fringe") Benefits
Laborer - Asphalt Raker					2	:	39.28	5.00
Power Equipment Operator - Asphalt Plant Oper	ator				1		48.04	2.35
Truck Driver - Asphalt Mix (over 16 Yds)					1		46.47	0.00
Signature Block I hereby certify that I have read and understand the instru- Public Works Project will be paid no less than the Preva	uctions to complete iling Wage Rate(s)	e this form and t as determined l	hat th by the	ne information, includir Industrial Statistician	ng any addenda, are con of the Department of La	ect and t	hat all workers Industries.	I employ on this
Print Name:	Print Tit			Signature:	•			Date:
For L&I Use Only	•							
Approved by signature of the Department of Labor	and Industries Ind	dustrial Statisti	cian					

NOTICE: If the prime contract is at a cost of over one million dollars (\$1,000,000.00), RCW 39.04.370 requires you to complete the EHB 2805 (RCW 39.04.370) Addendum and attach it to your Affidavit of Wages of Paid when your work on the project concludes. This is only a notice. The EHB 2805 Addendum is not submitted with this Intent. SAMPLE - F700-029-000 Statement of Intent to Pay Prevailing Wages 03-2011

#### Insurance Questionnaire

## NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO THE CERTIFICATE OF INSURANCE

For\_\_\_\_\_

(Name of Insured)

Project Name\_\_\_\_\_\_
Project Owner\_\_\_\_\_\_

ARE THE FOLLOWING COVERAGES AND/OR COND	ITIONS IN EF	FECT?
	YES	NO
The Policy form is ISO Commercial General Liability from CG 00 01 or CG 00 02 (circle one). If NO, attach a copy of the policy with required coverage clearly identified.		
Products and Completed Operation coverage.		
Cross Liability Clause (or equivalent wording).		
Personal Injury Liability (with employee exclusion deleted).		
Broad Form Property Damage with X, C, U Hazards included		
Blanket Contractual Liability coverage applying to this Contract		
Employers Liability – Stop Gap		

Deductibles or SIR's	GL	AL	Excess

Insurer's Best Rating	GL	AL	Excess
-----------------------	----	----	--------

This Questionnaire is issued as a matter of information. This Questionnaire is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

Agency/Broker

Completed by (print or type)

Address

Completed by (signature)

Name of Person to Contact

Telephone Number

## Local Agency Performance Bond (WSDOT Form 272-002a)

	PERFO	RMANCE BOND	
to [C	City of	or	County], WA
	Bond N	lo	_
	on], Washington (Contract), ar	truction of the project designate	on ([City or County]) has awarded to ed as,Project urnish a bond for performance of all
The Principal and	(Suraty)	comparation organized under t	he lowe of the State of
Federal Bonds" as published	in the State of Washington as in the Federal Register by the nd to the [City or County], in th	Audit Staff Bureau of Accounts	t list of "Surety Companies Acceptable in s, U.S. Treasury Dept., are jointly and US
conditions of all duly authoriz the manner therein specified The Surety for value received specifications accompanying this bond, and waives notice performed. The Surety agree amount to be paid the Princip required for such increased of This bond may be executed if	ed modifications, additions, ar ; and if such performance oblig d agrees that no change, exter the Contract, or to the work to of any change, extension of til is that modifications and chang bal shall automatically increase obligation. n two (2) original counterparts	nd changes to said Contract tha gations have not been fulfilled, t histon of time, alteration or addit be performed under the Contra me, alteration or addition to the ges to the terms and conditions be the obligation of the Surety on , and shall be signed by the par	ler the Contract and fulfill all terms and it may hereafter be made, at the time and ir his bond shall remain in force and effect. ion to the terms of the Contract, the act shall in any way affect its obligation on terms of the Contract or the work of the Contract that increase the total this bond and notice to Surety is not rties' duly authorized officers. This bond will the office executing on behalf of the surety
PRINCIPAL		SURETY	
Principal Signature	Date	Surety Signature	Date
Printed Name	Date	Printed Name	Date
Title		Title	
Name, address, and telephor	e of local office/agent of Surel	ty Company is:	
Approved as to form:			
[City or County] Attorney, [Cit	y of o	r Cou	unty] Date
DOT Form 272-002A EF 08/2012	0	0.00	

## Local Agency Payment Bond (WSDOT Form 272-003a)

# Local Agency Payment Bond -Highway Construction

No.       , in [location], Washington ( payment bond in accord with Title 39.08 Revis         The Principal, and and licensed to do business in the State of Wa Federal Bonds" as published in the Federal Reseverally held and firmly bound to the [City or 0 Dollars (\$) Total Cor         This statutory payment bond shall become null assigns shall pay all persons in accordance wis subcontractors, and materialmen, and all person the carrying on of such work, and all taxes incu Principal under Title 82 RCW; and if such payr         The Surety for value received agrees that no c specifications accompanying the Contract, or to this bond, and waives notice of any changes, e performed. The Surety agrees that modification amount to be paid the Principal shall automation required for such increased obligation.         This bond may be executed in two (2) original only be accepted if it is accompanied by a fully PRINCIPAL         Principal Signature	Bond No	County], Washington ([City or 0 of the project designated as Principal is required under the term ton (RCW) and (where applicable) tion organized under the laws of the nd named in the current list of "Sur taff Bureau of Accounts, U.S. Treat f	,Project as of that Contract to furnish a 60.28 RCW. The State of rety Companies Acceptable in asury Dept., are jointly and US s, administrators, successors, or laborers, mechanics, ith provisions and supplies for d all taxes imposed on the remain in full force and effect. The contract, the any way affect its obligation on the Contract or the work tract that increase the total and notice to Surety is not
(Principal), a contract No, in [location], Washington ( payment bond in accord with Title 39.08 Revis The Principal, and and licensed to do business in the State of Wa Federal Bonds" as published in the Federal Re- severally held and firmly bound to the [City or 0 Dollars (\$) Total Cor This statutory payment bond shall become null assigns shall pay all persons in accordance wi subcontractors, and materialmen, and all perso the carrying on of such work, and all taxes incu Principal under Title 82 RCW; and if such payr The Surety for value received agrees that no c specifications accompanying the Contract, or t this bond, and waives notice of any changes, e performed. The Surety agrees that modification amount to be paid the Principal shall automation required for such increased obligation. This bond may be executed in two (2) original only be accepted if it is accompanied by a fully PRINCIPAL Principal Signature	tor the construction of (Contract), and said F ed Code of Washingt (Surety), a corporal ishington as surety are agister by the Audit Si County], in the sum of ntract Amount, subject I and void, if and whe th RCW 39.08, 39.12 on who shall supply s urred on said Contract ment obligations have thange, extension of to the work to be perfor extension of time, alter ns and changes to the cally increase the oblic counterparts, and sha	of the project designated as Principal is required under the term ton (RCW) and (where applicable) tion organized under the laws of the nd named in the current list of "Sur taff Bureau of Accounts, U.S. Treat f ct to the provisions herein. And 60.28 including all workers, 1 such contractor or subcontractor wi ct under Titles 50 and 51 RCW and a not been fulfilled, this bond shall time, alteration or addition to the terms of the function of the Contract shall in a eration or addition to the terms of the eterms and conditions of the Cont igation of the Surety on this bond a all be signed by the parties' duly and all power of attorney for the office of the terms and conditions of the Contract and power of attorney for the office of the terms and conditions of the contract and the surety on the surety of the office of the terms and conditions of the Contract and the surety of the office of the surety of attorney for the office of the contract and the surety of the office of the surety of the office of the contract and the surety of the office of the contract and the surety of the office of the contract and the surety of the office of the surety of the office of the contract and the surety of the office of the contract and the contract and the contract and the office of the contract and the	Project is of that Contract to furnish a 60.28 RCW. The State of
and licensed to do business in the State of Wa Federal Bonds" as published in the Federal Re severally held and firmly bound to the [City or 0 Dollars (\$) Total Cor This statutory payment bond shall become null assigns shall pay all persons in accordance wi subcontractors, and materialmen, and all perso the carrying on of such work, and all taxes incu Principal under Title 82 RCW; and if such payr The Surety for value received agrees that no c specifications accompanying the Contract, or th this bond, and waives notice of any changes, e performed. The Surety agrees that modification amount to be paid the Principal shall automatio required for such increased obligation. This bond may be executed in two (2) original only be accepted if it is accompanied by a fully PRINCIPAL Principal Signature	ishington as surety ar agister by the Audit Si County], in the sum o ntract Amount, subject and void, if and whe th RCW 39.08, 39.12 on who shall supply s urred on said Contract ment obligations have thange, extension of to o the work to be perfor extension of time, alte ns and changes to the cally increase the oblic counterparts, and sha	nd named in the current list of "Sur taff Bureau of Accounts, U.S. Trea of to the provisions herein. In the Principal, its heirs, executors and 60.28 including all workers, I such contractor or subcontractor wi to under Titles 50 and 51 RCW and a not been fulfilled, this bond shall time, alteration or addition to the ter ormed under the Contract shall in a ration or addition to the terms of the te terms and conditions of the Cont igation of the Surety on this bond a all be signed by the parties' duly and all power of attorney for the office of	rety Companies Acceptable in usury Dept., are jointly and US s, administrators, successors, or laborers, mechanics, ith provisions and supplies for d all taxes imposed on the remain in full force and effect. erms of the Contract, the any way affect its obligation on the Contract or the work tract that increase the total and notice to Surety is not uthorized officers. This bond will
assigns shall pay all persons in accordance wi subcontractors, and materialmen, and all perso the carrying on of such work, and all taxes incu Principal under Title 82 RCW; and if such payr The Surety for value received agrees that no c specifications accompanying the Contract, or the this bond, and waives notice of any changes, e performed. The Surety agrees that modification amount to be paid the Principal shall automation required for such increased obligation. This bond may be executed in two (2) original only be accepted if it is accompanied by a fully PRINCIPAL Principal Signature	th RCW 39.08, 39.12 on who shall supply s urred on said Contract ment obligations have thange, extension of to o the work to be perfore extension of time, alte ns and changes to the cally increase the oblic counterparts, and sha	e, and 60.28 including all workers, I such contractor or subcontractor wi to under Titles 50 and 51 RCW and a not been fulfilled, this bond shall time, alteration or addition to the ter ormed under the Contract shall in a eration or addition to the terms of the e terms and conditions of the Cont igation of the Surety on this bond a all be signed by the parties' duly and all power of attorney for the office of	laborers, mechanics, ith provisions and supplies for d all taxes imposed on the remain in full force and effect. erms of the Contract, the any way affect its obligation on he Contract or the work tract that increase the total and notice to Surety is not uthorized officers. This bond will
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only be accepted if it is accompanied by a fully PRINCIPAL Principal Signature		al power of attorney for the office e	
Principal Signature			
	Date	Surety Signature	Date
Printed Name D	Date	Printed Name	Date
Title		Title	
Name, address, and telephone of local office/a	gent of Surety Compa	any is:	
Approved as to form:			
[City or County] Attorney, [City of	or	County]	Date
DOT Form 272-003A EF 08/2012			
E	ND OF CONT	RACT FORMS	

## FHWA SPECIAL PROVISIONS

#### Prevailing Wage Rates for Washington State

# WASHINGTON STATE

Washington State Prevailing Wage Rates are available for Look up at <u>https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</u>.

The prevailing wage rates, in a particular county, are determined by the **bid due date** for a public works project and these rates apply to that project until it is completed, unless the **contract award date** is six months or more after the bid due date. In this case the award date would determine the rates to be paid. The bid due date is the date that General Contractor bids for the project are due to the Awarding Agency. All sub-contractors use this same bid due date and award date.



#### Contractor Certification Wage Law Compliance - Responsibility Criteria Washington State Public Works Contracts

#### FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has <u>NOT</u> been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48,082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the Call for Bids.

Signature of authorized person Print Name of person mak	
	ing certifications for firm
itle: Place: Title of person signing certificate Print city and st	ate where signed

Form 272-009 08/2017

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

## I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by subcontract.

**3.** A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where

implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b.Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b.The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9.** Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and nonminority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

## IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a.All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

c. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the

course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under (3, 3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under (3, 3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and

fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe

benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage rate on the wage determination for the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the wage dete

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal- aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the

requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards**. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

## 10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2.** Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3.** Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

# VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations

qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

# X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or

any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

## 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

#### 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<u>https://www.epls.gov/</u>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \*

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

## XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

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

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

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

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

89

# AMENDMENT REQUIRED CONTRACT PROVISIONS

(Exclusive of Appalachian Contracts)

## FEDERAL-AID CONSTRUCTION CONTRACTS

## The Federal–Aid provisions are supplemented with the following:

XII. Cargo Preference Act

1. U.S. Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b).

Amendment to Form FHWA 1273 Revised January 25, 2016

#### Attachment A - Employment And Materials Preference For Appalachian Development Highway System Or Appalachian Local Access Road Contracts

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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# 1 DIVISION 1 GENERAL REQUIREMENTS

2

# 3 INTRODUCTION TO THE SPECIAL PROVISIONS

4 (December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 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 these Special Provisions, all of which are made a part of the Contract
Documents, shall govern all of the Work.

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These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

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

(March 8, 2013 APWA GSP)	APWA GSP
(April 1, 2013 WSDOT GSP)	WSDOT GSP
(*****)	Project Specific Special Provision

27 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
  - Sign Fabrication Manual, WSDOT, current edition
  - Engineering Design and Construction Standards, City of Bremerton (COB), current edition

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

- 37 **DESCRIPTION OF WORK**
- 38 (March 13, 1995 WSDOT GSP)
- 39

40 This Contract provides for the improvement of 6th Street between Warren Ave and Pacific Avenue

to provide a new roadway surface, channelization, ADA improvements, curbs, gutter, water mains,
 water service improvements, storm drainage improvements, signal improvements and other work,

all in accordance with the attached Contract Plans, these Contract Provisions, and the StandardSpecifications.

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## 46 **1-01 Definitions and Terms**

- 47 **1-01.3 Definitions**
- 48 (January 4, 2016 APWA GSP)
- 49

1 2 3	Delete the heading <b>Completion Dates</b> and the three paragraphs that follow it, and replace them with the following:
4	Dates
5 6	<i>Bid Opening Date</i> The date on which the Contracting Agency publicly opens and reads the Bids.
7 8 9	<b>Award Date</b> The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.
10 11	<i>Contract Execution Date</i> The date the Contracting Agency officially binds the Agency to the Contract.
12 13	<i>Notice to Proceed Date</i> The date stated in the Notice to Proceed on which the Contract time begins.
14 15 16 17 18 19	<b>Substantial Completion Date</b> 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.
20 21 22 23	<b>Physical Completion Date</b> 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.
24 25 26 27 28	<b>Completion Date</b> The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.
29 30 31	<i>Final Acceptance Date</i> The date on which the Contracting Agency accepts the Work as complete.
32 33	Supplement this Section with the following:
34 35 36 37 38	All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".
39 40 41 42	All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.
43 44 45	All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".
46 47 48	All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.
49 50	Additive

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

#### Alternate

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

#### Business Day

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

#### Contract Bond

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

#### 19 Contract Documents

See definition for "Contract".

#### Contract Time

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

#### Notice of Award

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

#### Notice to Proceed

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

#### Traffic

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

#### **1-02 Bid Procedures and Conditions**

#### 1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

#### 1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

#### **1-02.2 Plans and Specifications**

52 (June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	5	Furnished automatically upon award.
Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished automatically upon award.

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.

## 1-02.4 Examination of Plans, Specifications, and Site Work

1-02.4(1) General

(August 15, 2016 APWA GSP Option B)

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 five (5) business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

# 1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

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

## 1-02.6 Preparation of Proposal

(December 10, 2020 APWA GSP)

Supplement this Section with the following:

The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise (DBE) Utilization Certification, when required by the Special Provisions. For each and every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidder's completed Disadvantaged Business Enterprise Utilization.

- WSDOT Form 422 031 (Disadvantaged Business Enterprise Written Confirmation Document) is to be used for this purpose. Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE participation have been unsuccessful.
- The Bidder shall submit a DBE Bid Item Breakdown form defining the scope of work to be performed by each DBE listed on the DBE Utilization Certification.
  - If the Bidder lists a DBE Trucking firm on the DBE Utilization Certification, then the Bidder must also submit a DBE Trucking Credit Form (WSDOT Form 272-058) documenting how the DBE Trucking firm will be able to perform the scope of work subcontracted to them.
    - Directions for delivery of the Disadvantaged Business Enterprise Written Confirmation Documents, Disadvantaged Business Enterprise Good Faith Effort documentation, DBE Bid Item Breakdown Form and the DBE Trucking Credit Form are included in Section 1-02.9.
  - (April 2, 2018 WSDOT GSP)
  - Section 1-02.6 is supplemented with the following:

#### **Alternative Bids**

The bidding proposal on this project permits the bidder to submit a bid on one or more alternatives for the construction Pavement Reinforcement Mesh.

#### **Bid Proposal**

The bid proposal is composed of the following parts: Base Bid and Alternative A1.

- The <u>base bid</u> includes all items that do not change as to quantity, dimension, or type of construction, regardless of which alternative is bid.
- The <u>Alternative</u> portions of the bid proposal contain all items which change as to quantity, dimension, or construction method, depending on which alternative is bid.
- Alternative A1
- Alternative A1 is based on constructing the Pavement Reinforcement Mesh.

1	The bid items for Alternative A1 are as listed in the bid proposal.
2 3 4 5 6 7 8 9 10 11 12	<b>Bidding Procedures</b> The bidder shall submit a price on each and every item of work included in the base bid. The bidder shall also submit prices on each and every item under the alternative on which the bidder chooses to bid, or, if the bidder chooses to bid on more than one alternative, the bidder shall submit prices for each and every item under each alternative chosen. If the bidder chooses to bid on more than one alternative, the bidder shall submit their sealed bid in the envelope provided by the Contracting Agency using the Proposal Form provided. If the bidder chooses to bid on more than one alternative, the bid cannot be accepted electronically via Trns·Port Expedite® software and BidExpress®.
13 14 15 16	The successful bidder will be determined by the lowest total of an alternative plus the base bid. Award will be based on the lowest total subject to the requirements of Section 1-03.
17 18	Add the following new section:
19 20 21	<b>1-02.6(1)</b> Recycled Materials Proposal (January 4, 2016 APWA GSP)
21 22 23 24	The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.
25 26	<b>1-02.7 Bid Deposit</b> (March 8, 2013 APWA GSP)
27 28 29	Supplement this section with the following:
30	Bid bonds shall contain the following:
31	1. Contracting Agency-assigned number for the project;
32	2. Name of the project;
33	3. The Contracting Agency named as obligee;
34 35	4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
36 37 38	<ol> <li>Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;</li> </ol>
39 40 41	<ol><li>The signature of the surety's officer empowered to sign the bond and the power of attorney.</li></ol>
42 43 44	If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.
45 46	If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
47 48	1-02.9 Delivery of Proposal (******)
49 50	Delete this section and replace it with the following:

1 2 Each Proposal shall be submitted to the City electronically via email to 3 city.clerk@ci.bremerton.wa.us, with the Project Name as stated in the Call for Bids noted 4 on the subject line of the email, or as otherwise required in the Bid Documents, to ensure proper handling and delivery. All electronic documents shall be in PDF format and shall 5 6 not exceed 10 MB in size. It is recommended under Message Properties the box for 7 "Request a delivery receipt for this message" be checked as this is the only method by 8 which verification of delivery will be given. 9 To be considered responsive on a FHWA-funded project, the Bidder may be required to 10 11 submit the following items, as required by Section 1-02.6: 12 DBE Written Confirmation Document from each DBE firm listed on the Bidder's 13 • 14 completed DBE Utilization Certification (WSDOT 272-056) 15 Good Faith Effort (GFE) Documentation • DBE Bid Item Breakdown (WSDOT 272-054) 16 • DBE Trucking Credit Form (WSDOT 272-058) 17 • 18 19 These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received no later than 48 hours (not 20 21 including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal. 22 23 If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed 24 envelope labeled the same as for the Proposal, with "Supplemental Information" added. 25 All other information required to be submitted with the Bid Proposal must be submitted with 26 the Bid Proposal itself, at the time stated in the Call for Bids. 27 28 Proposals that are received as required will be publicly opened and read as specified in 29 Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is 30 received after the time specified in the Call for Bids for receipt of Bid Proposals, or 31 received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (DBE confirmations, or 32 33 GFE documentation) that is received after the time specified above, or received in a 34 location other than that specified in the Call for Bids. 35 36 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 37 38 specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to 39 be extended to the same time of day specified in the solicitation on the first work day on 40 which the normal work processes of the Contracting Agency resume. 41 Withdrawing, Revising, or Supplementing Proposal 42 1-02.10 43 (\*\*\*\*\*) 44 45 Delete this section, and replace it with the following: 46 47 After submitting an electronic Bid Proposal to the Contracting Agency, the Bidder may 48 withdraw, revise, or supplement it if: 49 50 The Bidder submits a written request signed by an authorized person and physically 1. 51 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
- 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

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

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.

## 1-02.12 Public Opening of Proposals

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The first paragraph of this Section shall be deleted and replaced with the following:

Proposals will be opened and publicly read via webcast at the time indicated in the call for Bids unless the Bid opening has been delayed or canceled. The link for the webcast will be posted on the City of Bremerton website at <u>http://www.bremertonwa.gov/Bids.aspx</u> prior to the bid opening.

## 1-02.13 Irregular Proposals

(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

- 1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
- h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
- The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
- 50jThe Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as51required in Section 1-02.6, or if the documentation that is submitted fails to52demonstrate that a Good Faith Effort to meet the Condition of Award was made;

1 2 3 4	<ul> <li>k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;</li> <li>I. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in</li> </ul>
5 6 7 8 9 10 11	<ul> <li>Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;</li> <li>m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or</li> <li>n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.</li> </ul>
12 13 14 15 16 17 18 19 20	<ol> <li>A Proposal may be considered irregular and may be rejected if:         <ul> <li>The Proposal does not include a unit price for every Bid item;</li> <li>Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;</li> <li>Receipt of Addenda is not acknowledged;</li> <li>A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or</li> <li>If Proposal form entries are not made in ink.</li> </ul> </li> </ol>
21 22	1-02.14 Disqualification of Bidders
23	(May 17, 2018 APWA GSP, Option A)
24 25 26	Delete this section and replace it with the following:
27 28 29	A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.
30 31 32 33	The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.
34 35 36 37 38 39 40 41 42 43 44 45	If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determination.
46 47	1-02.15 Pre Award Information
47 48	(August 14, 2013 APWA GSP)
49	Revise this section to read:
50 51 52	Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

100

1 2	<ol> <li>A complete statement of the origin, composition, and manufacture of any or all materials to be used,</li> </ol>
3	2. Samples of these materials for quality and fitness tests,
4	3. A progress schedule (in a form the Contracting Agency requires) showing the order of
5	and time required for the various phases of the work,
6	4. A breakdown of costs assigned to any bid item,
7	5. Attendance at a conference with the Engineer or representatives of the Engineer,
8	6. Obtain, and furnish a copy of, a business license to do business in the city or county
9	where the work is located.
10	7. Any other information or action taken that is deemed necessary to ensure that the
11	bidder is the lowest responsible bidder.
12	
13	1-03 Award and Execution of Contract
14	1-03.1 Consideration of Bids
15	(January 23, 2006 APWA GSP)
16	
17	Revise the first paragraph to read:
18	
19	After opening and reading proposals, the Contracting Agency will check them for correctness
20	of extensions of the prices per unit and the total price. If a discrepancy exists between the
21 22	price per unit and the extended amount of any bid item, the price per unit will control. If a
22 23	minimum bid amount has been established for any item and the bidder's unit or lump sum
23 24	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
24 25	extension. The total of extensions, corrected where necessary, including sales taxes where
26	applicable and such additives and/or alternates as selected by the Contracting Agency, will
27	be used by the Contracting Agency for award purposes and to fix the Awarded Contract
28	Price amount and the amount of the contract bond.
29	
30	1-03.1(1) Identical Bid Totals
31	(January 4, 2016 APWA GSP)
32	
33	Revise this section to read:
34	
35	After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then
36	the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the
37	highest percentage of recycled materials in the Project, per the form submitted with the
38	Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be
39	determined by drawing as follows: Two or more slips of paper will be marked as
40	follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be
41	folded to make the marking unseen. The slips will be placed inside a box. One
42	authorized representative of each Bidder shall draw a slip from the box. Bidders shall
43	draw in alphabetic order by the name of the firm as registered with the Washington
44	State Department of Licensing. The slips shall be unfolded and the firm with the slip
45	marked "Winner" will be determined to be the successful Bidder and eligible for Award
46	of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to
47	the lowest responsive Bid, and with a proposed recycled m aterials percentage that is
48	exactly equal to the highest proposed recycled materials amount, are eligible to draw.
49	
50	1-03.3 Execution of Contract

51 (October 1, 2005 APWA GSP)

Revise this section to read:

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

Within <u>ten (10)</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.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within <u>the</u> calendar days after the award date <u>stated above</u>, the Contracting Agency may grant up to a maximum of <u>seven (7)</u> additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

# 1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

- 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;

1	4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
2	project under titles 50, 51, and 82 RCW; and
3 4	<ol><li>Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and</li></ol>
5	6. Be signed by an officer of the Contractor empowered to sign official statements (sole
6	proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by
7	the president or vice president, unless accompanied by written proof of the authority of
8	the individual signing the bond(s) to bind the corporation (i.e., corporate resolution,
9	power of attorney, or a letter to such effect signed by the president or vice president).
10	
11	1-03.7 Judicial Review
12	(November 30, 2018 APWA GSP)
13 14	Device this section to read
14	Revise this section to read:
16	Any decision made by the Contracting Agency regarding the Award and execution of the
17	Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted
18	under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the
19	county where the Contracting Agency headquarters is located, provided that where an action
20	is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.
21	
22	1-04 Scope of Work
23	1-04.2 Coordination of Contract Documents, Plans, Special Provisions,
24	Specifications, and Addenda
25	(December 10, 2020 APWA GSP)
26 27	Revise the second paragraph to read:
28	Revise the second paragraph to read.
29	Any inconsistency in the parts of the contract shall be resolved by following this order of
30	precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
31	1. Addenda,
32	2. Proposal Form,
33	3. Special Provisions,
34	4. Contract Plans,
35	5. Standard Specifications,
36	<ol> <li><u>Contracting Agency's Standard Plans or Details (if any)</u>, and</li> </ol>
37	7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
	1-04.4 Changes
38 30	<b>1-04.4 Changes</b> (April 30, 2020 WSDOT GSP)
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39 40	
39 40 41	
39 40	Section 1-04.4 is supplemented with the following:

Change Orders will be transmitted electronically to the Contractor for signature. The Contractor shall apply all signatures electronically using the software provided by the Contracting Agency. Within 21 days of execution of the Contract, the Contractor shall submit a Type 1 Working Drawing consisting of the names, email addresses, and text-message capable phone numbers for the authorized change order signers and shall bear the name, phone number and email of the officer providing this authorization. Delegation of authority to sign Change Orders shall be by the officer authorized to sign the Contract in accordance with Section 1-02.1.

# **1-05 Control of Work**

## **1-05.4 Conformity With and Deviations From Plans and Stakes**

- 12 (August 7, 2017 WSDOT GSP)
  - Section 1-05.4 is supplemented with the following:

## Contractor Surveying - Roadway

Copies of the Contracting Agency provided primary survey control data are available for the bidder's inspection at the office of the Engineer.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractors expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

- The survey work shall include but not be limited to the following:
- Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
- 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.

1 3. Establish clearing limits, placing stakes at all angle points and at intermediate points not 2 more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe 3 of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans. 4 5 4. Establish grading limits, placing slope stakes at centerline increments not more than 50 6 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite 7 (GPS) Machine Controls are used to provide grade control, then slope stakes may be 8 omitted at the discretion of the Contractor 9 10 5. Establish the horizontal and vertical location of all drainage features, placing offset 11 stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 12 feet. 13 14 6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at 15 16 horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections 17 with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius 18 less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway 19 slope changes and at additional points such that the transverse spacing of stakes is not 20 more than 12 feet. If GPS Machine Controls are used to provide grade control, then 21 roadbed and surfacing stakes may be omitted at the discretion of the Contractor. 22 23 7. Establish intermediate elevation benchmarks as needed to check work throughout the 24 project. 25 26 8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed. 27 28 29 9. For all other types of construction included in this provision, (including but not limited to 30 channelization and pavement marking, illumination and signals, guardrails and barriers, 31 and signing) provide staking and layout as necessary to adequately locate, construct, 32 and check the specific construction activity. 33 34 10. Contractor shall determine if changes are needed to the profiles or roadway sections 35 shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new payement to 36 37 existing pavement. The Contractor shall submit these changes to the Engineer for review 38 and approval 10 days prior to the beginning of work. 39 40 The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer. 41 42 43 To facilitate the establishment of these lines and elevations, the Contracting Agency will 44 provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control, and descriptions of 45 two additional primary control points for every additional three miles of project length. 46 47 Primary control points will be described by reference to the project alignment and the 48 coordinate system and elevation datum utilized by the project. In addition, the Contracting 49 Agency will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project. 50 51 52 The Contractor shall ensure a surveying accuracy within the following tolerances:

1					
2		<u>Vertical</u>	<u>Horizontal</u>		
3	Slope stakes	±0.10 feet	±0.10 feet		
4	Subgrade grade stakes set				
5	0.04 feet below grade	±0.01 feet	±0.5 feet		
6			(parallel to alignment)		
7			±0.1 feet		
8			(normal to alignment)		
9					
10	Stationing on roadway	N/A	±0.1 feet		
11	Alignment on roadway	N/A	±0.04 feet		
12	Surfacing grade stakes	±0.01 feet	±0.5 feet		
13	Carraenig grade clarice	_0.011000	(parallel to alignment)		
14			$\pm 0.1$ feet		
15			(normal to alignment)		
16			(normal to alignment)		
17	Roadway paving pins for				
18	surfacing or paving	±0.01 feet	±0.2 feet		
19	surfacing of paving		(parallel to alignment)		
20			$\pm 0.1$ feet		
20					
22			(normal to alignment)		
22	The Contracting Agonov mov anot	book the Contract	ar'a auryoving Those anot checks will		
23 24			or's surveying. These spot-checks will		
24 25	not change the requirements for normal checking by the Contractor.				
26	When staking readway alignment a	and stationing the	Contractor shall porform indopondent		
	When staking roadway alignment and stationing, the Contractor shall perform independent				
27	checks from different secondary control to ensure that the points staked are within the				
28 29	specified survey accuracy tolerances.				
30	The Contractor shall calculate coordinates for the alignment. The Contracting Agency will				
30 31			e Contractor for commencing with the		
32			a calendar days from the date the data		
33		require up to sever	i calendar days norn the date the data		
33 34	is received.				
34 35	Contract work to be performed up	ing contractor prov	vided stakes shall not begin until the		
36			vided stakes shall not begin until the		
37	stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.				
38		accuracy of the sta	KES.		
39	Stakes shall be marked in accordan	ce with Standard E	Non A10 10 When stakes are needed		
40	Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost				
40 41	to the Contracting Agency as order				
42	to the Contracting Agency as order	ed by the Engineer			
42 43	Payment				
43 44	Payment will be made for the follow	ing hid itom when	included in the proposal:		
44 45	Fayment will be made for the follow	ang bid item when	included in the proposal.		
	"Poodwoy Surveying" lump oum				
46 47	"Roadway Surveying", lump sum.				
	The lump sum contract price for	"Poodwoy Surve	ving" shall be full nov for all labor		
48 49	•	•	ying" shall be full pay for all labor,		
			orm the Work specified, including any		
50 51	coordination efforts.	i enois, replaceme	ent of missing or damaged stakes, and		
51 52					
JZ					

(April 2, 2018 WSDOT GSP)

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Section 1-05.4 is supplemented with the following:

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6	Contractor Surveying – ADA Features
7	ADA Feature Staking Requirements
8	The Contractor shall be responsible for setting, maintaining, and resetting all alignment
9	stakes, and grades necessary for the construction of the ADA features. Calculations,
10	surveying, and measuring required for setting and maintaining the necessary lines and
11	grades shall be the Contractor's responsibility. The Contractor shall build the ADA
12	features within the specifications in the Standard Plans and contract documents.
13	
14	ADA Feature As-Built Measurements
15	The Contractor shall be responsible for providing electronic As-Built records of all ADA
16	feature improvements completed in the Contract.
17	
18	The survey work shall include but not be limited to completing the measurements,
19	recording the required measurements and completing other data fill-ins found on the
20	ADA Measurement Forms, and transmitting the electronic Forms to the Engineer. The
21	ADA Measurement Forms are found at the following website location:
22	ũ
23	http://www.wsdot.wa.gov/Design/ADAGuidance.htm
24	
25	In the instance where an ADA Feature does not meet accessibility requirements, all work
26	to replace non-conforming work and then to measure, record the as-built measurements,
27	and transmit the electronic Forms to the Engineer shall be completed at no additional
28	cost to the Contracting Agency, as ordered by the Engineer.
29	
30	Payment
31	Payment will be made for the following bid item that is included in the Proposal:
32	
33	"ADA Features Surveying", lump sum.
34	
35	The unit Contract price per lump sum for "ADA Features Surveying" shall be full pay for all
36	the Work as specified.
37	
38	1-05.7 Removal of Defective and Unauthorized Work
39	(October 1, 2005 APWA GSP)
40	
41	Supplement this section with the following:
42	
43	If the Contractor fails to remedy defective or unauthorized work within the time specified in
44	a written notice from the Engineer, or fails to perform any part of the work required by the
45	Contract Documents, the Engineer may correct and remedy such work as may be
46	identified in the written notice, with Contracting Agency forces or by such other means as
47	the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and 3 unauthorized work corrected immediately, have the rejected work removed and replaced. 4 or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, 5 a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

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

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

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

#### 1-05.11 **Final Inspection**

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Delete this section and replace it with the following:

Final Inspections and Operational Testing 1-05.11 (October 1, 2005 APWA GSP)

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

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

41 If, after this inspection, the Engineer concurs with the Contractor that the work is 42 substantially complete and ready for its intended use, the Engineer, by written notice to the 43 Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer 44 does not consider the work substantially complete and ready for its intended use, the 45 Engineer will, by written notice, so notify the Contractor giving the reasons therefor. 46

47 Upon receipt of written notice concurring in or denying substantial completion, whichever is 48 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized 49 interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the 50 51 Contractor expects to reach substantial and physical completion of the work. 52

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

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

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

- If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
   written notice listing the deficiencies, the Engineer may, upon written notice to the
   Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
   Section 1-05.7.
- The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

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

## 1-05.11(3) Operational Testing

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32 It is the intent of the Contracting Agency to have at the Physical Completion Date a 33 complete and operable system. Therefore when the work involves the installation of 34 machinery or other mechanical equipment; street lighting, electrical distribution or signal 35 systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final 36 37 inspection but prior to the physical completion date. Whenever items of work are listed in 38 the Contract Provisions for operational testing they shall be fully tested under operating 39 conditions for the time period specified to ensure their acceptability prior to the Physical 40 Completion Date. During and following the test period, the Contractor shall correct any 41 items of workmanship, materials, or equipment which prove faulty, or that are not in first 42 class operating condition. Equipment, electrical controls, meters, or other devices and 43 equipment to be tested during this period shall be tested under the observation of the 44 Engineer, so that the Engineer may determine their suitability for the purpose for which 45 they were installed. The Physical Completion Date cannot be established until testing and 46 corrections have been completed to the satisfaction of the Engineer. 47

48 The costs for power, gas, labor, material, supplies, and everything else needed to 49 successfully complete operational testing, shall be included in the unit contract prices 50 related to the system being tested, unless specifically set forth otherwise in the proposal. 51

6<sup>th</sup> Street Preservation Phase II (Warren to Pacific Ave)

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

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

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

#### 1-05.14 Other Contracts or Other Work

(March 13, 1995 GSP)

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

It is anticipated that the following work adjacent to or within the limits of this project will be performed by others during the course of this project and will require coordination of the work:

- 6th Street Sewer Replacement Project
- Kitsap Way and Warren Avenue Traffic Signal and Multimodal Safety

## 1-05.15 Method of Serving Notices

23 (March 25, 2009 APWA GSP)

24 Revise the second paragraph to read:

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

34 Add the following new section:

#### 1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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

43 Add the following new section:

#### 45 1-05.18 Record Drawings

46 (March 8, 2013 APWA GSP)

The Contractor shall maintain one set of full size plans for Record Drawings, updated with
 clear and accurate red-lined field revisions on a daily basis, and within 2 business days
 after receipt of information that a change in Work has occurred. The Contractor shall not
 conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.

31 When the Contract calls for the Contractor to do the surveying/staking, the applicable 32 tolerance limits include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:

- Additions Red Deletions - Green

1 2 3 4 5 6 7 8	<ul> <li>Comments- Blue</li> <li>Dimensions - Graphite</li> <li>Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.</li> <li>Date all entries.</li> <li>Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).</li> </ul>					
9 10	The Contractor shall certify on the Record Drawings that said drawings are an accurate					
10	depiction of built conditions, and in conformance with the requirements detailed above.					
12	The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting					
13	Agency acceptance of the Record Drawings is one of the requirements for achieving					
14	Physical Completion.					
15	Development will be used a far the fallowing hid items.					
16 17	Payment will be made for the following bid item:					
17	Record Drowingo					
	Record Drawings Lump Sum (Minimum Bid \$4,000)					
18						
19	Payment for this item will be made on a prorated monthly basis for work completed in					
20	accordance with this section up to 75% of the lump sum bid. The final 25% of the lump					
21	sum item will be paid upon submittal and approval of the completed Record Drawings set					
22	prepared in conformance with these Special Provisions.					
23						
24	A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor					
25	must bid at least that amount.					
26	1.06 Control of Matarial					
27 28	1-06 Control of Material (August 6, 2012 WSDOT GSP)					
28 29	(August 0, 2012 WSDOT GSF)					
30	Section 1-06 is supplemented with the following:					
31						
32	Buy America					
33	-					
34	In accordance with Buy America requirements contained in 23 CFR 635.410, the major					
35	quantities of steel and iron construction material that is permanently incorporated into the					
36	project shall consist of American-made materials only. Buy America does not apply to					
37	temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and					
38 39	falsework.					
39 40	Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the					
40	foreign material used does not exceed one-tenth of one percent of the total contract cost or					
42	\$2,500.00, whichever is greater.					
43						
44	American-made material is defined as material having all manufacturing processes occurring					
45	domestically. To further define the coverage, a domestic product is a manufactured steel					
46	material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or					
47	in the territories and possessions of the United States.					
48						

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

8 Manufacturing begins with the initial melting and mixing, and continues through the coating 9 stage. Any process which modifies the chemical content, the physical size or shape, or the 10 final finish is considered a manufacturing process. The processes include rolling, extruding, 11 machining, bending, grinding, drilling, welding, and coating. The action of applying a coating 12 to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value 13 14 of steel or iron. Any process from the original reduction from ore to the finished product 15 constitutes a manufacturing process for iron. 16

Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

- 1. Production of steel by any of the following processes:
  - a. Open hearth furnace.
  - b. Basic oxygen.
  - c. Electric furnace.
  - d. Direct reduction.
- 2. Rolling, heat treating, and any other similar processing.

#### 3. Fabrication of the products.

- a. Spinning wire into cable or strand.
- b. Corrugating and rolling into culverts.
- c. Shop fabrication.

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

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50 Section 1-06 is supplemented with the following: 51

1	The Contracting Agency has specified patented/proprietary items, some of which contain
2	foreign steel and/or iron. The contractor shall be made aware that the total value of the foreign
3	steel associated with the patended/proprietary items is \$98.80 and will apply toward the minor
4	amounts of foreign steel and iron allowed herein.
5	
6	1-06.1 Approval of Materials Prior to Use
7	1-06.1(4) Fabrication Inspection Expense
8	(June 27, 2011 AWPA GSP)
9	
10	Delete this section in its entirety.
11	4.00.0 Desveled Meterials
12	1-06.6 Recycled Materials
13	(January 4, 2016 APWA GSP)
14 15	Delete this section, including its subsections, and replace it with the following:
15 16	Delete this section, including its subsections, and replace it with the following:
17	The Contractor shall make their best effort to utilize recycled materials in the construction
18	of the project. Approval of such material use shall be as detailed elsewhere in the
19	Standard Specifications.
20	Standard Specifications.
20	Prior to Physical Completion the Contractor shall report the quantity of recycled materials
22	that were utilized in the construction of the project for each of the items listed in Section 9-
23	03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled
24	glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material
25	and aggregates from concrete returned to the supplier). The Contractor's report shall be
26	provided on DOT form 350-075 Recycled Materials Reporting.
27	F
28	1-07 Legal Relations and Responsibilities to the Public
29	1-07.1 Laws to be Observed
30	(October 1, 2005 APWA GSP)
31	
32	Supplement this section with the following:
33	
34	In cases of conflict between different safety regulations, the more stringent regulation shall
35	apply.
36	
37	The Washington State Department of Labor and Industries shall be the sole and
38	paramount administrative agency responsible for the administration of the provisions of the
39	Washington Industrial Safety and Health Act of 1973 (WISHA).
40	
41	The Contractor shall maintain at the project site office, or other well known place at the
42	project site, all articles necessary for providing first aid to the injured. The Contractor shall
43	establish, publish, and make known to all employees, procedures for ensuring immediate
44	removal to a hospital, or doctor's care, persons, including employees, who may have been
45	injured on the project site. Employees should not be permitted to work on the project site
46	before the Contractor has established and made known procedures for removal of injured
47	persons to a hospital or a doctor's care.
48	

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

## 1-07.2 State Taxes

(June 27, 2011 APWA GSP)

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

#### 1-07.2 State Sales Tax

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.

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

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

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

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

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

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

#### 1-07.2(3) Services

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

1-07.4 Sanitation

#### 1-07.4(2) Health Hazards

(May 13, 2020 WSDOT GSP)

Section 1-07.4(2) is supplemented with the following:

## COVID-19 Health and Safety Plan (CHSP)

The Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing prior to beginning physical Work. The CHSP shall be based on the most current State and Federal requirements. If the State or Federal requirements are revised, the CHSP shall be updated as necessary to conform to the current requirements.

The Contractor shall update and resubmit the CHSP as the work progresses and new activities appear on the look ahead schedule required under Section 1-08.3(2)D. If the conditions change on the project, or a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

48 The CHSP shall address the health and safety of all people associated with the project 49 including State workers in the field, Contractor personnel, consultants, project staff, 50 subcontractors, suppliers and anyone on the project site, staging areas, or yards. 

## COVID-19 Health and Safety Plan (CHSP) Inspection

1 The Contractor shall grant full and unrestricted access to the Engineer for CHSP 2 Inspections. The Engineer (or designee) will conduct periodic compliance inspections on 3 the project site, staging areas, or vards to verify that any ongoing work activity is following 4 the CHSP plan. If the Engineer becomes aware of a noncompliance incident either through a site inspection or other means, the Contractor will be notified immediately 5 6 (within 1 hour). The Contractor shall immediately remedy the noncompliance incident or 7 suspend all or part of the associated work activity. The Contractor shall satisfy the 8 Engineer that the noncompliance incident has been corrected before the suspension will 9 end. 10 11 1-07.9 Wages 12 1-07.9(1) General (January 6, 2020 WSDOT GSP) 13 14 15 Section 1-07.9(1) is supplemented with the following: 16 17 The Federal wage rates incorporated in this contract have been established by the 18 Secretary of Labor under United States Department of Labor General Decision No. 19 WA20200001. 20 21 The State rates incorporated in this contract are applicable to all construction activities 22 associated with this contract. 23 24 (April 2, 2007 WSDOT GSP) 25 26 Section 1-07.9(1) is supplemented with the following: 27 28 Application of Wage Rates for the Occupation of Landscape Construction 29 State prevailing wage rates for public works contracts are included in this contract and 30 show a separate listing for the occupation: 31 32 Landscape Construction, which includes several different occupation descriptions 33 such as: Irrigation and Landscape Plumbers, Irrigation and Landscape Power 34 Equipment Operators, and Landscaping or Planting Laborers. 35 36 In addition, federal wage rates that are included in this contract may also include 37 occupation descriptions in Federal Occupational groups for work also specifically 38 identified with landscaping such as: 39 40 Laborers with the occupation description, Landscaping or Planting, or 41 42 Power Equipment Operators with the occupation description, Mulch Seeding 43 Operator. 44 45 If Federal wage rates include one or more rates specified as applicable to landscaping work, then Federal wage rates for all occupation descriptions, specific 46 47 or general, must be considered and compared with corresponding State wage rates. 48 The higher wage rate, either State or Federal, becomes the minimum wage rate for 49 the work performed in that occupation. 50

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

#### 1-07.9(5) Required Documents

(January 3, 2020 APWA GSP)

Delete this section and replace it with the following:

#### General

All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

#### Intents and Affidavits

On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for themselves and for each firm covered under RCW 39.12 that will or has provided Work and materials for the Contract:

- 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.
- 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I.

#### 44 Certified Payrolls

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects.

Penalties for Noncompliance

1 2 3 4 5	The Contractor is advised, if these payrolls deadlines, any or all payments may be withheld failure to provide these payrolls may result in ot (RCW 39.12.050) and/or Federal regulations (2	until compliance is achieved. In addition, ther sanctions as provided by State laws		
6 7	<b>1-07.11</b> Requirements for Nondiscrimination (September 3, 2019 WSDOT GSP)			
8 9	Requirement for Affirmative Action to Ensure Equ	al Employment Opportunity (Executive		
10	Order 11246)			
11				
12 13 14	<ol> <li>The Contractor's attention is called to the Equ Federal Equal Employment Opportunity Const herein.</li> </ol>	•••••		
15				
16 17	<ol> <li>The goals and timetables for minority and ferred Federal Contract Compliance Programs, ex</li> </ol>			
18	Contractor's aggregate work force in each co			
19	construction work in the covered area, are as f			
20				
21	Women - Statewide			
22		<b>•</b> •		
23	Timetable	<u>Goal</u>		
24 25	Until further notice	6.9%		
25 26	Minorities - by Standard Metropolitan Statisti			
27	Minorities - by otandard Metropolitan Otatisti			
28	Spokane, WA:			
29	SMSA Counties:			
30	Spokane, WA	2.8		
31	WA Spokane.			
32	Non-SMSA Counties	3.0		
33		bia; WA Ferry; WA Garfield; WA Lincoln,		
34 35	WA Pend Oreille; WA Stevens; WA	vvnitman.		
35 36	Richland, WA			
37	SMSA Counties:			
38	Richland Kennewick, WA	5.4		
39	WA Benton; WA Franklin.			
40	Non-SMSA Counties	3.6		
41	WA Walla Walla.			
42				
43	Yakima, WA:			
44 45	SMSA Counties: Yakima, WA	9.7		
45 46	WA Yakima.	<b>छ.</b> ।		
40 47	Non-SMSA Counties	7.2		
48	WA Chelan; WA Douglas; WA Grant			
49				

1	Seattle, WA:	
2 3	SMSA Counties: Seattle Everett, WA	7.2
	WA King; WA Snohomish.	1.2
4 5 6	Tacoma, WA	6.2
6	WA Pierce.	0.2
7	Non-SMSA Counties	6.1
8		r; WA Island; WA Jefferson; WA Kitsap; WA
9		WA San Juan; WA Skagit; WA Thurston; WA
10	Whatcom.	
11		
12	Portland, OR:	
13	SMSA Counties:	
14	Portland, OR-WA	4.5
15	WA Clark.	
16	Non-SMSA Counties	3.8
17	WA Cowlitz; WA Klickitat;	WA Skamania; WA Wahkiakum.
18		
19	These goals are applicable to each nonexe	
20	workforce, regardless of whether or not part	
21	Federal, or federally assisted project, con	
22	Compliance with these goals and time tables i	s enforced by the Office of Federal Contract
23	compliance Programs.	
24		
25	The Contractor's compliance with the Executiv	
26	60-4 shall be based on its implementation	
27	affirmative action obligations required by the	
28	and its efforts to meet the goals. The hours of	
29 30	must be substantially uniform throughout the lea and in each trade, and the Contractor shall mal	
30 31	women evenly on each of its projects. The	
32	trainees from Contractor to Contractor or fro	
33	meeting the Contractor's goal shall be a violat	
34	the regulations in 41 CFR Part 60-4. Complia	
35	the total work hours performed.	
36		
37	3. The Contractor shall provide written no	tification to the Office of Federal Contract
38	· · · · · · · · · · · · · · · · · · ·	) working days of award of any construction
39		re that are Federally funded, at any tier for
40	construction work under the contract res	ulting from this solicitation. The notification
41	shall list the name, address and telepho	one number of the Subcontractor; employer
42	identification number of the Subcontractor	; estimated dollar amount of the subcontract;
43		f the subcontract; and the geographical area
44	in which the contract is to be performed.	The notification shall be sent to:
45		
46	U.S. Department of Labor	
47	Office of Federal Contract Compliance F	Programs Pacific Region
48	Attn: Regional Director	
49	San Francisco Federal Building	
50	90 – 7 <sup>th</sup> Street, Suite 18-300	0 Dhana
51 52	San Francisco, CA 94103(415) 625-780 (415) 625-7799 Fax	u Flione
52	(+10) 020-11991 ax	

4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is as designated herein.

# Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

- a. Covered Area means the geographical area described in the solicitation from which this contract resulted;
- b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- d. Minority includes:
  - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
  - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
  - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
  - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The

overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.

- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
  - 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the

union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
    - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- Direct its recruitment efforts, both oral and written to minority, female and i. community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- 51 j. Encourage present minority and female employees to recruit other minority 52 persons and women and where reasonable, provide after school, summer and

1 2 3		vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
4 5 6 7	k.	Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
8 9	I.	Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
10 11 12 13 14	m	. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
15 16 17 18 19	n.	Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
20 21 22 23 24	0.	Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
24 25 26 27 28	p.	Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
	fulfil of a simi fulfil prov assi in th Con mee whic oblig	tractors are encouraged to participate in voluntary associations which assist in ling one or more of their affirmative action obligations (7a through 7p). The efforts a contractor association, joint contractor-union, contractor-community, or other ilar group of which the Contractor is a member and participant, may be asserted as ling any one or more of the obligations under 7a through 7p of this Special Provision vided that the Contractor actively participates in the group, makes every effort to ure that the group has a positive impact on the employment of minorities and women he industry, ensure that the concrete benefits of the program are reflected in the attractor's minority and female work-force participation, makes a good faith effort to be its individual goals and timetables, and can provide access to documentation ch demonstrate the effectiveness of actions taken on behalf of the Contractor. The gation to comply, however, is the Contractor's noncompliance.
	esta opp and in v disp won	ingle goal for minorities and a separate single goal for women have been ablished. The Contractor, however, is required to provide equal employment ortunity and to take affirmative action for all minority groups, both male and female, all women, both minority and non-minority. Consequently, the Contractor may be iolation of the Executive Order if a particular group is employed in substantially parate manner (for example, even though the Contractor has achieved its goals for nen generally, the Contractor may be in violation of the Executive Order if a specific ority group of women is underutilized).

- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.
  - 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
  - 16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:
- Washington State Dept. of Transportation Office of Equal Opportunity PO Box 47314 310 Maple Park Ave. SE Olympia WA 98504-7314 Ph: 360-705-7090 Fax: 360-705-6801

 http://www.wsdot.wa.gov/equalopportunity/default.htm

(October 1, 2020 APWA GSP, Option B)

Supplement this section with the following:

#### Disadvantaged Business Enterprise Participation

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. Demonstrating compliance with these Specifications is a Condition of Award (COA) of this Contract. Failure to comply with the requirements of this Specification may result in your Bid being found to be nonresponsive resulting in rejection or other sanctions as provided by Contract.

#### DBE Abbreviations and Definitions

**Broker** – A business firm that provides a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the Contract; or, persons/companies who arrange or expedite transactions.

**Certified Business Description** – Specific descriptions of work the DBE is certified to perform, as identified in the Certified Firm Directory, under the Vendor Information page.

**Certified Firm Directory** – A database of all Minority, Women, and Disadvantaged Business Enterprises currently certified by Washington State. The on-line Directory is available to Bidders for their use in identifying and soliciting interest from DBE firms. The database is located under the Firm Certification section of the Diversity Management and Compliance System web page at: https://omwbe.diversitycompliance.com.

**Commercially Useful Function (CUF)** – 49 CFR 26.55(c)(1) defines commercially useful function as: "A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors."

- 43Disadvantaged Business Enterprise (DBE) A business firm certified by the44Washington State Office of Minority and Women's Business Enterprises, as meeting the45criteria outlined in 49 CFR 26 regarding DBE certification.
  - **Force Account Work** Work measured and paid in accordance with Section 1-09.6.

**Good Faith Efforts** – Efforts to achieve the DBE COA Goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

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

**Reasonable Fee (DBE)** – For purposes of Brokers or service providers a reasonable fee shall not exceed 5% of the total cost of the goods or services brokered.

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

**DBE Commitment** – The scope of work and dollar amount the Bidder indicates they will be subcontracting to be applied towards the DBE Condition of Award Goal as shown on the DBE Utilization Certification Form for each DBE Subcontractor. This DBE Commitment amount will be incorporated into the Contract and shall be considered a Contract requirement. The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which they are committed. Any changes to the DBE Commitment require the Engineer's prior written approval.

**DBE Condition of Award (COA) Goal** – An assigned numerical amount specified as a percentage of the Contract. Initially, this is the minimum amount that the Bidder must commit to by submission of the Utilization Certification Form and/or by Good Faith Effort (GFE).

#### DBE COA Goal

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: 16% with Zero training hours

#### 40 Crediting DBE Participation

Subcontractors proposed as COA must be certified prior to the due date for bids on the
 Contract. All non-COA DBE Subcontractors shall be certified before the subcontract on
 which they are participating is executed.

- 45 DBE participation is only credited upon payment to the DBE.
- 47 The following are some definitions of what may be counted as DBE participation.

#### **DBE Prime Contractor**

Only take credit for that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE Prime Contractor performs with its own forces and is certified to perform.

#### **DBE Subcontractor**

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

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

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

When the subcontractor is part of a DBE Commitment, the following apply:

- 1. If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the DBE COA Goal only if the Lower-Tier Subcontractor is also a DBE.
- 2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may be counted toward the DBE COA Goal.
- 3. Work subcontracted to a non-DBE does not count towards the DBE COA Goal.

#### DBE Subcontract and Lower Tier Subcontract Documents

There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes the distinct elements of Work committed to be performed by the DBE.

#### **DBE Service Provider**

The value of fees or commissions charged by a DBE firm behaving in a manner of a Broker, or another service provider for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance specifically required for the performance of the contract will only be credited as DBE participation, if the fee/commission is determined by the Contracting Agency to be reasonable and the firm has performed a CUF.

#### Force Account Work

When the Bidder elects to utilize force account Work to meet the DBE COA Goal, as demonstrated by listing this force account Work on the DBE Utilization Certification Form, for the purposes of meeting the DBE COA Goal, only 50% of the Proposal amount shall be credited toward the Bidder's Commitment to meet the DBE COA Goal.

50 One hundred percent of the actual amounts paid to the DBE for the force account Work 51 shall be credited towards the DBE COA Goal or DBE participation. 

#### **Temporary Traffic Control**

If the DBE firm only provides "Flagging", the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the DBE. The DBE firm shall also provide all flagging equipment for its employees (e.g. paddles, hard hats, and vests).

If the DBE firm provides "Traffic Control Services", the DBE firm must provide a TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in total control of all items in implementing the traffic control for the project.

#### Trucking

DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also certified as a supplier of those materials. In situations where the DBE's work is priced per ton, the value of the hauling service must be calculated separately from the value of the materials in order to determine DBE credit for hauling

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

The DBE may lease additional trucks from another DBE firm. The DBE who leases additional trucks from another DBE firm receives credit for the value of the transportation services the lessee DBE provides on the Contract.

The trucking Work subcontracted to any non-DBE trucking firm will not receive credit for Work done on the project.

The DBE may lease trucks from a truck leasing company (recognized truck rental center), but can only receive credit towards DBE participation if the DBE uses its own employees as drivers.

#### DBE Manufacturer and DBE Regular Dealer

One hundred percent (100%) of the cost of the manufactured product obtained from a DBE manufacturer may count towards the DBE COA Goal.

Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited towards the DBE Goal. If the role of the DBE Regular Dealer is determined to be that of a Broker, then DBE credit shall be limited to the fee or commission it receives for its services. Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis.

DBE firms proposed to be used as a Regular Dealer must be approved before being listed as a COA/used on a project. The WSDOT Approved Regular Dealer list published on WSDOT's Office of Equal Opportunity (OEO) web site must include the specific project for which approval is being requested. For purposes of the DBE COA Goal participation, the Regular Dealer must submit the Regular Dealer Status Request form a minimum of five calendar days prior to bid opening. Purchase of materials or supplies from a DBE which is neither a manufacturer nor a regular dealer, (i.e. Broker) only the fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, may count towards the DBE COA Goal provided the fees are not excessive as compared with fees customarily allowed for similar services. Documentation will be required to support the fee/commission charged by the DBE. The cost of the materials and supplies themselves cannot be counted toward the DBE COA Goal.

Note: Requests to be listed as a Regular Dealer will only be processed if the requesting firm is a material supplier certified by the Office of Minority and Women's Business Enterprises in a NAICS code that falls within the 42XXXX NAICS Wholesale code section.

#### **Disadvantaged Business Enterprise Utilization**

To be eligible for award of the Contract, the Bidder shall properly complete and submit a Disadvantaged Business Enterprise (DBE) Utilization Certification with the Bidder's sealed Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal. The Bidder's DBE Utilization Certification must clearly demonstrate how the Bidder intends to meet the DBE COA Goal. A DBE Utilization Certification (WSDOT Form 272-056) is included in the Proposal package for this purpose as well as instructions on how to properly fill out the form.

The Bidder is advised that the items listed below when listed in the Utilization Certification must have their amounts reduced to the percentages shown and those reduced amounts will be the amount applied towards meeting the DBE COA Goal.

• Force account at 50%

• Regular dealer at 60%

In the event of arithmetic errors in completing the DBE Utilization Certification, the amount listed to be applied towards the DBE COA Goal for each DBE shall govern and the DBE total amount shall be adjusted accordingly.

Note: The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal submitted that does not contain a DBE Utilization Certification Form that accurately demonstrates how the Bidder intends to meet the DBE COA Goal.

#### **Disadvantaged Business Enterprise Written Confirmation Document(s)**

The Bidder shall submit a Disadvantaged Business Enterprise (DBE) Written Confirmation Document (completed and signed by the DBE) for each DBE firm listed in the Bidder's completed DBE Utilization Certification submitted with the Bid. Failure to do so will result in the associated participation being disallowed, which may cause the Bid to be determined to be nonresponsive resulting in Bid rejection.

The Confirmation Documents provide confirmation from the DBEs that they are participating
in the Contract as provided in the Bidder's Commitment. The Confirmation Documents must
be consistent with the Utilization Certification.

A DBE Written Confirmation Document (WSDOT Form 422-031) is included in the Proposal
 package for this purpose.

The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

It is prohibited for the Bidder to require a DBE to submit a Written Confirmation Document with any part of the form left blank. Should the Contracting Agency determine that an incomplete Written Confirmation Document was signed by a DBE, the validity of the document comes into question. The associated DBE participation may not receive credit.

#### Selection of Successful Bidder/Good Faith Efforts (GFE)

The successful Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which demonstrates a good faith effort to achieve the DBE COA Goal. The Contracting Agency, at any time during the selection process, may request a breakdown of the bid items and amounts that are counted towards the overall contract goal for any of the DBEs listed on the DBE Utilization Certification.

Achieving the DBE COA Goal may be accomplished in one of two ways:

1. By meeting the DBE COA Goal

 Submission of the DBE Utilization Certification, supporting DBE Written Confirmation Document(s) showing the Bidder has obtained enough DBE participation to meet or exceed the DBE COA Goal, the DBE Bid Item Breakdown and the DBE Trucking Credit Form, if applicable.

- 2. By documentation that the Bidder made adequate GFE to meet the DBE COA Goal The Bidder may demonstrate a GFE in whole or part through GFE documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient DBE participation have been unsuccessful. The Bidder must supply GFE documentation in addition to the DBE Utilization Certification, supporting DBE Written Confirmation Document(s), the DBE Bid Item Breakdown form and the DBE Trucking Credit Form, if applicable.
- Note: In the case where a Bidder is awarded the contract based on demonstrating adequate GFE, the advertised DBE COA Goal will not be reduced. The Bidder shall demonstrate a GFE during the life of the Contract to attain the advertised DBE COA Goal.

GFE documentation, the DBE Bid Item Breakdown form, and the DBE Trucking Credit Form, if applicable, shall be submitted as specified in Section 1-02.9.

The Contracting Agency will review the GFE documentation and will determine if the Bidder made an adequate good faith effort.

#### Good Faith Effort (GFE) Documentation

43 GFE is evaluated when:

- 1. Determining award of a Contract that has COA goal,
- 2. When a COA DBE is terminated and substitution is required, and
- 3. Prior to Physical Completion when determining whether the Contractor has satisfied its DBE commitments.

49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself, demonstrate adequate good faith efforts. The following is a list of types of actions, which would be considered as part of the Bidder's GFE to achieve DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- 1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- 2. Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE COA Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate DBE participation, even when the Bidder might otherwise prefer to perform these Work items with its own forces.
- 3. Providing interested DBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
  - a. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the Work available to DBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the Work.
  - b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the DBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the DBE COA Goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- 4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the DBE COA Goal.
  - 5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.

- 6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- 8. Documentation of GFE must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations 26.53(b)(2)(vi) & App. A)

#### Administrative Reconsideration of GFE Documentation

A Bidder has the right to request reconsideration if the GFE documentation submitted with their Bid was determined to be inadequate.

- The Bidder must request within 48 hours of notification of being nonresponsive or forfeit the right to reconsideration.
- The reconsideration decision on the adequacy of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination.
- Only original GFE documentation submitted as a supplement to the Bid shall be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.
- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.
- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

#### DBE Bid Item Breakdown

The Bidder shall submit a DBE Bid Item Breakdown Form (WSDOT Form 272-054) as specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.

#### DBE Trucking Credit Form

The Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-058), as specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.

43Note:The DBE Trucking Credit Form is only required for a DBE Firm listed on the<br/>DBE Utilization Certification as a subcontractor for "Trucking" or "Hauling" and<br/>are performing a part of a bid item. For example, if the item of Work is Structure<br/>Excavation including Haul, and another firm is doing the excavation and the<br/>DBE Trucking firm is doing the haul, the form is required. For a DBE<br/>subcontractor that is responsible for an entire item of work that may require<br/>some use of trucks, the form is not required.

#### **Procedures Between Award and Execution**

After Award and prior to Execution, the Contractor shall provide the additional information described below. Failure to comply shall result in the forfeiture of the Bidder's Proposal bond or deposit.

- 1. A list of all firms who submitted a bid or quote in attempt to participate in this project whether they were successful or not. Include the business name and mailing address.
- Note: The firms identified by the Contractor may be contacted by the Contracting Agency to solicit general information as follows: age of the firm and average of its gross annual receipts over the past three years.

#### Procedures after Execution

#### Commercially Useful Function (CUF)

The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. Payment must be commensurate with the work actually performed by the DBE. This applies to all DBEs performing Work on a project, whether or not the DBEs are COA, if the Contractor wants to receive credit for their participation. The Engineer will conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE performs a CUF when it is carrying out its responsibilities of its contract by actually performing, managing, and supervising the Work involved. The DBE must be responsible for negotiating price; determining quality and quantity; ordering the material, installing (where applicable); and paying for the material itself. If a DBE does not perform "all" of these functions on a furnish-and-install contract, it has not performed a CUF and the cost of materials cannot be counted toward DBE COA Goal. Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be provided prior to the Subcontractor beginning Work. Any use of the Contractor's equipment by a DBE may not be credited as countable participation.

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

In order for a DBE traffic control company to be considered to be performing a CUF, the DBE must be in control of its work inclusive of supervision. The DBE shall employ a Traffic Control Supervisor who is directly involved in the management and supervision of the traffic control employees and services.

The following are some of the factors that the Engineer will use in determining whether a DBE trucking company is performing a CUF:

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.
- The DBE itself shall own and operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE's payroll.

Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck(s). This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE absolute priority for use of the leased truck.

٠ Leased trucks shall display the name and identification number of the DBE.

#### UDBE/DBE/FSBE Truck Unit Listing Log

In addition to the subcontracting requirements of Section 1-08.1, each DBE trucking firm shall submit supplemental information consisting of a completed Primary UDBE/DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-077), copy of vehicle registrations, and all Rental/Lease agreements (if applicable). The supplemental information shall be submitted to the Engineer prior to any trucking services being performed for DBE credit. Incomplete or incorrect supplemental information will be returned for correction. The corrected Primary UDBE/DBE/FSBE Truck Unit Listing Log and any Updated Primary UDBE/DBE/FSBE Truck Unit Listing Logs shall be submitted and accepted by the Engineer no later than ten calendar days of utilizing applicable trucks. Failure to submit or update the DBE Truck Unit Listing Log may result in trucks not being credited as DBE participation.

Each DBE trucking firm shall complete a Daily UDBE/DBE/FSBE Trucking Unit Listing Log for each day that the DBE performs trucking services for DBE credit. The Daily UDBE/DBE/FSBE Trucking Unit Listing Log forms shall be submitted to the Engineer by Friday of the week after the work was performed.

#### Joint Checking

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

A joint check agreement must be approved by the Engineer and requested by the DBE involved using the DBE Joint Check Request Form (form # 272-053) prior to its use. The form must accompany the DBE Joint Check Agreement between the parties involved, including the conditions of the arrangement and expected use of the joint checks.

The approval to use joint checks and the use will be closely monitored by the Engineer. To receive DBE credit for performing a CUF with respect to obtaining materials and supplies, a DBE must "be responsible for negotiating price, determining quality and quantity, ordering the material, installing and paying for the material itself." The Contractor shall submit DBE Joint Check Request Form to the Engineer and be in receipt of written approval prior to using a joint check.

45 Material costs paid by the Contractor directly to the material supplier are not allowed. If 46 proper procedures are not followed or the Engineer determines that the arrangement 47 results in lack of independence for the DBE involved, no DBE credit will be given for the 48 DBE's participation as it relates to the material cost.

#### 50 **Prompt Payment**

51 Prompt payment to all subcontractors shall be in accordance with Section 1-08.1. Prompt 52 payment requirements apply to progress payments as well as return of retainage.

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#### Subcontracts

Prior to a DBE performing Work on the Contract, an executed subcontract between the DBE and the Contractor shall be submitted to the Engineer. The executed subcontracts shall be submitted by email to the following email address

#### ORegionOEO@wsdot.gov

The prime contractor shall notify the Engineer in writing within five calendar days of subcontract submittal.

#### Reporting

The Contractor and all subcontractors/suppliers/service providers that utilize DBEs to perform work on the project, shall maintain appropriate records that will enable the Engineer to verify DBE participation throughout the life of the project.

Refer to Section 1-08.1 for additional reporting requirements associated with this contract.

#### Changes in COA Work Committed to DBE

The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which each is committed unless prior written approval by the Engineer is received by the Contractor. The Contractor shall not be entitled to any payment for work or material completed by the Contractor or subcontractors that was committed to be completed by the COA DBEs in the DBE Utilization Certification form.

#### **Owner Initiated Changes**

In instances where the Engineer makes changes that result in changes to Work that was committed to a COA DBE the Contractor may be directed to substitute for the Work.

#### **Contractor Initiated Changes**

The Contractor cannot change the scope or reduce the amount of work committed to a COA DBE without good cause. Reducing DBE Commitment is viewed as partial DBE termination, and therefore subject to the termination procedures below.

#### Original Quantity Underruns

In the event that Work committed to a DBE firm as part of the COA underruns the original planned quantities the Contractor may be required to substitute other remaining Work to another DBE.

#### 42 Contractor Proposed DBE Substitutions

Requests to substitute a COA DBE must be for good cause (see DBE termination process below), and requires prior written approval of the Engineer. After receiving a termination with good cause approval, the Contractor may only replace a DBE with another certified DBE. When any changes between Contract Award and Execution result in a substitution of COA DBE, the substitute DBE shall have been certified prior to the bid opening on the Contract.

#### 1 **DBE Termination** 2 Termination of a COA DBE (or an approved substitute DBE) is only allowed in whole or 3 in part for good cause and with prior written approval of the Engineer. If the Contractor 4 terminates a COA DBE without the prior written approval of the Engineer, the Contractor shall not be entitled to payment for work or material committed to, but not 5 6 performed/supplied by the COA DBE. In addition, sanctions may apply as described 7 elsewhere in this specification. 8 9 Prior to requesting approval to terminate a COA DBE, the Contractor shall give notice in writing to the DBE with a copy to the Engineer of its intent to request to terminate DBE 10 11 Work and the reasons for doing so. The DBE shall have five (5) days to respond to the 12 Contractor's notice. The DBE's response shall either support the termination or advise the Engineer and the Contractor of the reasons it objects to the termination of its 13 14 subcontract. 15 16 If the request for termination is approved, the Contractor is required to substitute with 17 another DBE to perform at least the same amount of work as the DBE that was 18 terminated (or provide documentation of GFE). A plan to replace the COA DBE 19 Commitment amount shall be submitted to the Engineer within 2 days of the approval of 20 termination. The plan to replace the Commitment shall provide the same detail as that 21 required in the DBE Utilization Certification. 22 23 The Contractor must have good cause to terminate a COA DBE. 24 25 Good cause typically includes situations where the DBE Subcontractor is unable or 26 unwilling to perform the work of its subcontract. Good cause may exist if: 27 28 The DBE fails or refuses to execute a written contract. 29 30 The DBE fails or refuses to perform the Work of its subcontract in a way consistent 31 with normal industry standards. 32 The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond 33 34 requirements. 35 36 The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness. 37 38 The DBE is ineligible to work on public works projects because of suspension and 39 debarment proceedings pursuant to federal law or applicable State law. 40 41 The DBE is ineligible to receive DBE credit for the type of work involved. 42 43 The DBE voluntarily withdraws from the project and provides written notice of its 44 withdrawal. 45 46 The DBE's work is deemed unsatisfactory by the Engineer and not in compliance 47 with the Contract. 48 49 The DBE's owner dies or becomes disabled with the result that the DBE is unable to 50 complete its Work on the Contract. 51 52 Good cause does not exist if:

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2	• The Contractor seeks to terminate a COA DBE so that the Contractor can self-
3	perform the Work.
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5	• The Contractor seeks to terminate a COA DBE so the Contractor can substitute
6	another DBE contractor or non-DBE contractor after Contract Award.
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8	• The failure or refusal of the COA DBE to perform its Work on the subcontract results
9	from the bad faith or discriminatory action of the Contractor (e.g., the failure of the
10	Contractor to make timely payments or the unnecessary placing of obstacles in the
11	path of the DBE's Work).
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13	Decertification
14	When a DBE is "decertified" from the DBE program during the course of the Contract,
15	the participation of that DBE shall continue to count as DBE participation as long as the
16	subcontract with the DBE was executed prior to the decertification notice. The Contractor
17	is obligated to substitute when a DBE does not have an executed subcontract agreement
18	at the time of decertification.
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20	Consequences of Non-Compliance
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22	Breach of Contract
23	Each contract with a Contractor (and each subcontract the Contractor signs with a
24	Subcontractor) must include the following assurance clause:
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26	The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis of
27	race, color, national origin, or sex in the performance of this contract. The Contractor
28	shall carry out applicable requirements of 49 CFR Part 26 in the award and
29	administration of DOT-assisted contracts. Failure by the Contractor to carry out these
30	requirements is a material breach of this Contract, which may result in the termination of
31	this Contract or such other remedy as the recipient deems appropriate, which may
32	include, but is not limited to:
33 34	(1) Mithhalding monthly prograds now mental
34 35	(1) Withholding monthly progress payments;
36	(2) Assessing sanctions;
30 37	(2) Assessing sanctions,
38	(3) Liquidated damages; and/or
39	(b) Eighdated damages, and/or
40	(4) Disqualifying the Contractor from future bidding as non-responsible.
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42	Notice
43	If the Contractor or any Subcontractor, Consultant, Regular Dealer, or service provider
44	is deemed to be in non-compliance, the Contractor will be informed in writing, by certified
45	mail by the Engineer that sanctions will be imposed for failure to meet the DBE COA
46	Commitment and/or submit documentation of good faith efforts. The notice will state the
47	specific sanctions to be imposed which may include impacting a Contractor or other
48	entity's ability to participate in future contracts.
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#### Sanctions

If it is determined that the Contractor's failure to meet all or part of the DBE COA Commitment is due to the Contractor's inadequate good faith efforts throughout the life of the Contract, including failure to submit timely, required Good Faith Efforts information and documentation, the Contractor may be required to pay DBE penalty equal to the amount of the unmet Commitment, in addition to the sanctions outlined in Section 1-07.11(5).

#### Payment

Compensation for all costs involved with complying with the conditions of this Specification and any other associated DBE requirements is included in payment for the associated Contract items of Work, except otherwise provided in the Specifications.

#### 1-07.12 Federal Agency Inspection

(January 25, 2016 WSDOT GSP)

Section 1-07.12 is supplemented with the following:

#### **Required Federal Aid Provisions**

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised May 1, 2012 and the amendments thereto supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract; provided, however, that if any of the provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail.

The provisions of FHWA 1273, as amended, included in this Contract require that the Contractor insert the FHWA 1273 and amendments thereto in each Subcontract, together with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall be included in each Subcontract requiring the Subcontractors to insert the FHWA 1273 and amendments thereto in any lower tier Subcontracts, together with the wage rates. The Contractor shall also ensure that this section, REQUIRED FEDERAL AID PROVISIONS, is inserted in each Subcontract for Subcontractors and lower tier Subcontractors. For this purpose, upon request to the Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the amendments thereto, the applicable wage rates, and this Special Provision.

#### 1-07.17 Utilities and Similar Facilities

(April 2, 2007 WSDOT GSP)

Section 1-07.17 is supplemented with the following:

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

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

45	-	
46	Cascade Natural Gas	888-522-1130
47	Wave	360-204-2530
48	Comcast	253-896-5688
49	Puget Sound Energy – Electric	360-333-7056
50	Puget Sound Energy – Gas	360-227-2611
51	CenturyLink	720-635-2611
52	-	

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

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:

\*\*\* Adjustments to public utilities shall be performed by Contractor. Adjustments to private utilities to be performed by the owner.

Puget Sound Energy (PSE) will perform work for removal and replacement of existing power pole near Station 157+20 as part of the signal work. CenturyLink will adjust manholes near Stations 156+60 and 161+00. Contactor shall coordinate work activities with PSE and CenturyLink. \*\*\*

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected Subcontractors, and all utility owners and their Contractors prior to beginning onsite work.

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

Cascade Natural Gas	888-522-1130
Wave	360-204-2530
Comcast	253-896-5688
Puget Sound Energy – Electric	360-333-7056
Puget Sound Energy – Gas	360-227-2611
CenturyLink	720-635-2611

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

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

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

- 1-07.18 Insurance
  - 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.

1 C. If any insurance policy is written on a claims made form, its retroactive date, and 2 that of all subsequent renewals, shall be no later than the effective date of this 3 Contract. The policy shall state that coverage is claims made, and state the 4 retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier 5 6 termination of this Contract, and the Contractor shall annually provide the 7 Contracting Agency with proof of renewal. If renewal of the claims made form of 8 coverage becomes unavailable, or economically prohibitive, the Contractor shall 9 purchase an extended reporting period ("tail") or execute another form of guarantee 10 acceptable to the Contracting Agency to assure financial responsibility for liability 11 for services performed. 12 13 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or 14 Umbrella Liability insurance policies shall be primary and non-contributory insurance 15 as respects the Contracting Agency's insurance, self-insurance, or self-insured pool 16 coverage and contain a waiver of subrogation against the Contracting Agency for 17 losses arriving from Work performed by or on behalf of the Contractor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency 18 19 shall be excess of the Contractor's insurance and shall not contribute with it. 20 21 E. The Contractor shall provide the Contracting Agency and all additional insureds with 22 written notice of any policy cancellation, within two business days of their receipt of such notice. 23 24 25 F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency 26 27 28 G. Failure on the part of the Contractor to maintain the insurance as required shall 29 constitute a material breach of contract, upon which the Contracting Agency may, 30 after giving five business days' notice to the Contractor to correct the breach, 31 immediately terminate the Contract or, at its discretion, procure or renew such 32 insurance and pay any and all premiums in connection therewith, with any sums so 33 expended to be repaid to the Contracting Agency on demand, or at the sole 34 discretion of the Contracting Agency, offset against funds due the Contractor from 35 the Contracting Agency. 36 37 H. All costs for insurance shall be incidental to and included in the unit or lump sum 38 prices of the Contract and no additional payment will be made. 39 1-07.18(2) 40 Additional Insured All insurance policies, with the exception of Workers Compensation, and of Professional 41 Liability and Builder's Risk (if required by this Contract) shall name the following listed 42 43 entities as additional insured(s) using the forms or endorsements required herein: 44 the Contracting Agency and its officers, elected officials, employees, agents, and 45 volunteers 46 47 The above-listed entities shall be additional insured(s) for the full available limits of liability 48 maintained by the Contractor, irrespective of whether such limits maintained by the 49 Contractor are greater than those required by this Contract, and irrespective of whether the 50 Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits 51 lower than those maintained by the Contractor. 52

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

# 1-07.18(3) Subcontractors

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The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

## 1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

- 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 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.
- 3. Any other amendatory endorsements to show the coverage required herein.
- 4. A notation of coverage enhancements on the Certificate of Insurance shall <u>not</u> satisfy these requirements actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting 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 Contractor delivers the signed Contract for the work.

## 1-07.18(5) Coverages and Limits

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

6<sup>th</sup> Street Preservation Phase II (Warren to Pacific Ave)

1	All deductibles and self-insured retentions must be disclosed and are subject to approval
2	by the Contracting Agency. The cost of any claim payments falling within the deductible or
3	self-insured retention shall be the responsibility of the Contractor. In the event an
4	additional insured incurs a liability subject to any policy's deductibles or self-insured
5	retention, said deductibles or self-insured retention shall be the responsibility of the
6	Contractor.
7	
8	1-07.18(5)A Commercial General Liability
9	Commercial General Liability insurance shall be written on coverage forms at least as
10	broad as ISO occurrence form CG 00 01, including but not limited to liability arising from
11	premises, operations, stop gap liability, independent contractors, products-completed
12	operations, personal and advertising injury, and liability assumed under an insured
13	contract. There shall be no exclusion for liability arising from explosion, collapse or
14 15	underground property damage.
15	The Commercial General Liability insurance shall be endorsed to provide a per project
10	general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
18	general aggregate limit, using 130 form 00 20 00 00 00 of an equivalent endorsement.
19	Contractor shall maintain Commercial General Liability Insurance arising out of the
20	Contractor's completed operations for at least three years following Substantial Completion
21	of the Work.
22	
23	Such policy must provide the following minimum limits:
24	\$1,000,000 Each Occurrence
25	\$2,000,000 General Aggregate
26	\$2,000,000 Products & Completed Operations Aggregate
27	\$1,000,000 Personal & Advertising Injury each offence
28	\$1,000,000 Stop Gap / Employers' Liability each accident
29 30	1 07 19/5) B. Automobilo Lipbility
30 31	<b>1-07.18(5)B</b> Automobile Liability Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall
32	be written on a coverage form at least as broad as ISO form CA 00 01. If the work
33	involves the transport of pollutants, the automobile liability policy shall include MCS 90 and
34	CA 99 48 endorsements.
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36	Such policy must provide the following minimum limit:
37	\$1,000,000 Combined single limit each accident
38	
39	1-07.18(5)C Workers' Compensation
40	The Contractor shall comply with Workers' Compensation coverage as required by the
41	Industrial Insurance laws of the State of Washington and have Employers Liability with limits
42	not less than \$1,000,000.
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44	
45	1-07.23 Public Convenience and Safety
46	1-07.23(1) Construction Under Traffic
47	(February 3, 2020 WSDOT GSP)
48	
49	Section 1-07.23(1) is supplemented with the following:
50	Mark Zana Class Zana
51	Work Zone Clear Zone

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

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

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

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

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

23 Minimum WZCZ distances are measured from the edge of traveled way and will be 24 determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10
40 mph	15
45 to 50 mph	20
55 to 60 mph	30
65 mph or greater	35

Minimum Work Zone Clear Zone Distance

(December 6, 2004 WSDOT GSP)

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

The portion of Section 1-07.16(1) that prohibits the merging of construction vehicles with public traffic from an access gained through adjacent properties is rescinded, provided the Contractor's submittal is approved as required below.

#### Access for Construction

1 The Contractor may enter and leave the traveled way, auxiliary lanes or shoulders at 2 approved locations other than established legal movements. To obtain approval of 3 such an access location, the Contractor shall submit a request to the Engineer. The 4 Contractor's request shall be submitted to the Engineer at least 30 calendar days 5 prior to the time the use of the access will be required. This submittal shall include 6 a vicinity map indicating the interstate stationing at the centerline of the access, 7 distances from the end of ramp tapers of existing interchanges and a traffic control plan conforming with the requirements specified in Section 1-10.2(2). The access 8 9 shall meet the following requirements: 10 11 Access to and from the worksite adjacent to a multi-lane facility will only be 12 allowed to and from a closed lane. 13 14 The merging point of construction vehicles and public traffic shall provide a • 15 Decision Sight Distance for the traveling public of 1,640 ft in urban areas and 16 1,360 ft in rural areas. 17 18 In urban areas the access shall not be located within 3,280 ft of the end of a • 19 ramp taper, or the centerline of a road approach. In rural areas the access 20 shall not be located within 2,720 ft of the end of a ramp taper or the centerline 21 of a road approach. 22 23 Median crossings within 1.5 miles of the access point shall not be used in • 24 conjunction with the access. 25 26 No new median crossings shall be created for use in conjunction within 1.5 • 27 miles of the access point. 28 29 Short-duration shoulder stops in the construction zone, utilizing light vehicles • 30 properly equipped with warning flashers, will be allowed without a lane 31 closure. 32 33 When in use the access location shall have traffic control in place as per • 34 Section 1-10. Unauthorized use of the access from adjacent property is to 35 be prohibited by the use of signing and/or flaggers as conditions warrant. 36 37 The continuity of the existing drainage system shall be maintained through 38 the access site. 39 40 Air borne particulates created as a result of using the access shall be 41 effectively controlled. 42 43 The access location shall not adversely affect wetlands or other sensitive 44 areas. 45

1 2 3 4 5 6 7 8 9 10	At the completion of the project, the Contractor shall restore the area of the access site to its original, pre-contract, condition. Any damage to the traveled way, shoulders, auxiliary lanes, side slopes or other items caused by the access shall be repaired. All work to comply with this provision or to build, maintain, provide erosion control, control airborne particulates, ensure that drainage continues through the access site, provide traffic control when necessary, remove the temporary access and restore the surrounding area when no longer required for use are the responsibility of the Contractor. The Contractor shall include all related costs in the bid prices of the contract.
11 12	(January 5, 2015 WSDOT GSP)
13 14	Section 1-07.23(1) is supplemented with the following:
15 16	Lane closures are subject to the following restrictions:
17 18 19 20	Lane restrictions shall be held to a minimum time and length needed for each operation. If the Engineer determines that the lane restrictions are causing congestion, the Contractor will be required to open all lanes to traffic until congestion is eliminated.
20 21 22 23	Full roadway closures are not allowed. Lane closures will be permitted during the following hours:
24 25 26 27	Closure of two lanes of 6th Street is permissible during paving and planing operations. Work hours for this phase shall be Monday through Friday, 7pm through 5am.
28 29 30	Closure of two lanes of 6th Street is permissible during water main construction. Two-way traffic will be shifted to the south side of 6th Street during this work.
31 32 33	A two day closure of the outside northbound lane on Warren Avenue is permissible in order to perform the live tap of the water main.
34 35 36	There shall be no delay to medical, fire, police, or other emergency vehicles with flashing lights and sirens. The Contractor shall alert flaggers and personnel of the requirement.
37 38 39 40	If the Engineer determines that 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 closure hours.
41 42	Lane closures are not allowed on any of the following:
43	1. A holiday,
44 45 46	<ol> <li>A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.</li> </ol>
47	3. After 9pm on the day prior to a holiday or holiday weekend, and
48 40	4. Before 7am on the day after the holiday or holiday weekend.
49 50 51	(May 2, 2017 APWA GSP)

1 2	Revise the third sentence of the second paragraph to read:
3 4 5	Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved by the Contracting Agency activating pedestrian recall timing or other accommodation may be allowed during construction.
6 7 8 9	<b>1-07.24 Rights of Way</b> (July 23, 2015 APWA GSP)
10 11	Delete this section and replace it with the following:
12 13 14 15	Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.
16 17 18 19	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.
20 21 22 23 24 25 26 27	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.
27 28 29 30 31 32 33 34 35 36	Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.
30 37 38 39	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.

1 The Contractor shall be responsible for providing, without expense or liability to the 2 Contracting Agency, any additional land and access thereto that the Contractor may desire 3 for temporary construction facilities, storage of materials, or other Contractor needs. 4 However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, 5 6 and, upon vacating the premises, a written release from the property owner of each 7 property disturbed or otherwise interfered with by reasons of construction pursued under 8 this contract. The statement shall be signed by the private property owner, or proper 9 authority acting for the owner of the private property affected, stating that permission has 10 been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. 11 12 The statement shall include the parcel number, address, and date of signature. Written 13 releases must be filed with the Engineer before the Completion Date will be established. 14 **1-08 Prosecution and Progress** 15 16 (May 25, 2006 APWA GSP) 17 18 Add the following new section: 19 20 1-08.0 **Preliminary Matters** 21 22 Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

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

45 Add the following new section:

47 **1-08.0(2)** Hours of Work

- 48 (December 8, 2014 APWA GSP)
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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 five (5) working days prior to the day(s) the Contractor is requesting to change the hours.

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:

- On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
  - 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

## 1-08.1 Subcontracting

 (December 19, 2019 APWA GSP, Option A)

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

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

- 1. Request to Sublet Work (WSDOT Form 421-012), and
- 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every Subcontractor and lower tier Subcontractor's retainage has been released.

The ninth paragraph, beginning with "On all projects, ..." is revised to read:

The Contractor shall certify to the actual amount received from the Contracting Agency and amounts paid to all firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This includes all Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This Certification shall be submitted to the Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the Contract using the application available at: https://wsdot.diversitycompliance.com. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

- 1-08.3 Progress Schedule
  - 1-08.3(2) Progress Schedule Types
  - 1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GŠP)

Revise this section to read:

The Contractor shall submit <u>five (5)</u> copies of a Type A Progress Schedule no later than <u>at the 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.

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

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

1 When shown in the Plans, the first order of work shall be the installation of high visibility 2 fencing to delineate all areas for protection or restoration, as described in the Contract. 3 Installation of high visibility fencing adjacent to the roadway shall occur after the placement 4 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. 5 6 No other work shall be performed on the site until the Contracting Agency has accepted 7 the installation of high visibility fencing, as described in the Contract. 8 9 **Time for Completion** 1-08.5 10 (March 13, 2018 WSDOT GSP) 11 12 Section 1-08.5 is supplemented with the following: 13 14 This project shall be physically completed within 70 working days. 15 16 (November 30, 2018 APWA GSP, Option B) 17 18 Revise the third and fourth paragraphs to read: 19 20 Contract time shall begin on the first working day following the five (5) calendar day after 21 the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins. 22 23 24 Each working day shall be charged to the contract as it occurs, until the contract work is 25 physically complete. If substantial completion has been granted and all the authorized 26 working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: 27 (1) charged to the contract the week before; (2) specified for the physical completion of the 28 29 contract; and (3) remaining for the physical completion of the contract. The statement will 30 also show the nonworking days and any partial or whole day the Engineer declares as 31 unworkable. Within 10 calendar days after the date of each statement, the Contractor shall 32 file a written protest of any alleged discrepancies in it. To be considered by the Engineer, 33 the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and 34 amount of time disputed. By not filing such detailed protest in that period, the Contractor 35 shall be deemed as having accepted the statement as correct. If the Contractor is 36 approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day. 37 38 then the fifth day of that week will be charged as a working day whether or not the 39 Contractor works on that day. 40 41 Revise the sixth paragraph to read: 42 43 The Engineer will give the Contractor written notice of the completion date of the contract 44 after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be 45 established: 46 1. The physical work on the project must be complete; and 47 48 2. The Contractor must furnish all documentation required by the contract and required by 49 law, to allow the Contracting Agency to process final acceptance of the contract. The 50 following documents must be received by the Project Engineer prior to establishing a 51 completion date:

1	a.	Certified Payrolls (per Section 1-07.9(5)).	
2	b.	Material Acceptance Certification Documents	
3 4	C.	Monthly Reports on Amounts Credited as DBE Participation, as required by the Contract Provisions	
5	d.	Final Contract Voucher Certification	
6 7	e.	Copies of the approved "Affidavit of Prevailing Wages paid" for the Contractor and all Subcontractors	
8 9 10 11 12 13	f.	A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology): the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).	
14	g.	Property owner releases per Section 1-07.24	
15 16 17 18	<b>1-08.6</b> (January 2	Suspension of Work 2, 2018 WSDOT GSP)	
19	Section 1-	08.6 is supplemented with the following:	
20 21 22 23 24 25 26 27 28 29 20	Suspe calenc materi The C purcha such c The C	act time may be suspended for procurement of critical materials (Procurement nsion). In order to receive a Procurement Suspension, the Contractor shall within 21 lar days after execution by the Contracting Agency, place purchase orders for all als deemed critical by the Contracting Agency for physical completion of the contract. Contractor shall provide copies of purchase orders for the critical materials. Such ase orders shall disclose the purchase order date and estimated delivery dates for critical material.	
30 31 32 33 34 25	procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar days, then contract time will be suspended upon physical completion of all critical work except that work dependent upon the below listed critical materials:		
35 36	***	Traffic Signal System ***	
37 38 39 40		ing of contract time will resume upon delivery of the critical materials to the Contractor calendar days after execution by the Contracting Agency, whichever occurs first.	
41 42 43	1-09 1-09.6 (October 1	Measurement and Payment Force Account 10, 2008 APWA GSP)	
44 45		nt this section with the following:	
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47 48		ontracting Agency has estimated and included in the Proposal, dollar amounts for all to be paid per force account, only to provide a common proposal for Bidders. All such	
49		amounts are to become a part of Contractor's total bid. However, the Contracting	

Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

## 1-09.7 Mobilization

(December 10, 2020 APWA GSP)

Delete this Section and replace it with the following:

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor which occur before 10 percent of the total original amount of an individual Bid Schedule is earned from other Contract items on that Bid Schedule. Items which are not to be included in the item of Mobilization include but are not limited to:

- 1. Any portion of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items.
- 2. Profit, interest on borrowed money, overhead, or management costs.
- 3. Any costs of mobilizing equipment for force account Work.

Based on the lump sum Contract price for "Mobilization", partial payments will be made as follows:

- 1. When 5 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5 percent of the total of that original Bid Schedule, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
- 2. When 10 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of the total original Contract amount, whichever is the least, will be paid.
- 3. When the Substantial Completion Date has been established for the project, payment of any remaining amount Bid for mobilization will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

## 1-09.9 Payments

(April 30, 2020 WSDOT GSP)

Section 1-09.9 is supplemented with the following:

The Contractor shall sign electronically using the software provided by the Contracting Agency and return the Final Contract Voucher Certification (FCVC) as indicated in this section. Within 21 days of execution, the Contractor shall submit a Type 1 Working Drawing designating who will sign the FCVC, including their full name, email address, and textmessage capable phone number. The designee shall be an authorized signer in accordance with Section 1-02.1.

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#### 1-09.9(1) Retainage

(June 27, 2011 WSDOT GSP)

Section 1-09.9(1) content and title is deleted and replaced with the following:

Vacant

#### 1-09.11 **Disputes and Claims**

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

(November 30, 2018 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only 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 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

**Claims Resolution** 1-09.13

- 1-09.13(3) Claims \$250,000 or Less
- 1-09.13(3)A Administration of Arbitration

(November 30, 2018 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. 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.

#### 44 1-10 Temporary Traffic Control

- 45 1-10.1 General
- (\*\*\*\*\*) 46
- 47

48 Supplement this section with the following: 49

- 50 1. **General Description**
- 51 It is the intent of these Specifications to minimize traffic disruptions caused by the 52 Contractor's operations while allowing construction work to proceed in an efficient and

safe manner. Vehicular and pedestrian access must be maintained at all times during construction.

2. General Requirements

The Contractor shall keep all traffic lanes clear of equipment and materials during nonworking hours. To distinguish construction vehicles from private vehicles, construction vehicles shall be equipped with flashing or rotating amber lights.

3. Unforeseen Conditions

When unforeseen conditions occur which require traffic control, the Contractor shall cooperate with the Engineer in immediately providing appropriate traffic control to ensure safety to the traveling public and the personnel and equipment working on this project. Immediate notification shall be given to the Police, fire, and bus services if emergency lane closure/detour routes are needed.

#### 1-10.1(2) Description

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Supplemented this section with the following:

The Contractor shall submit a detailed construction traffic control (for vehicular and pedestrian traffic), detour and signing plan for review and approval prior to commencement of work. Construction shall not begin until an approved construction traffic control, detour and signing plan is received by the Contractor.

The Contractor shall be fully responsible for all traffic control, both vehicular and pedestrian, on the project. All signing, cones and barricades shall conform to the requirements of the current edition of the manual on Uniform Traffic Control Devices.

"No Parking – Tow Away Zone" signs shall be provided by the Contractor and shall be placed as directed by the Engineer no less than 72 hours prior to beginning work on a given street. "No Parking – Tow Away" signs shall be placed no less than 25' apart on all affected streets, or as directed by the Engineer. Proper notification and signing is required to enable the agency to tow vehicles. The Contractor shall provide the necessary notification and signing and coordinate with the agency to determine specific procedures required to tow a vehicle.

- The Contractor shall provide signs and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.
- 46 The Contractor shall provide reasonable access through the construction zone at all 47 times to fire, police, emergency vehicles, mail carriers, public transit coaches and school 48 buses. 49

1 2	1-10.2 Traffic Control Management 1-10.2(1) General
3 4	(January 3, 2017 WSDOT GSP)
5 6	Section 1-10.2(1) is supplemented with the following:
7 8 9	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:
10 11 12	The Northwest Laborers-Employers Training Trust 27055 Ohio Ave.
13 14 15	Kingston, WA 98346 (360) 297-3035
16 17 18	Evergreen Safety Council 12545 135 <sup>th</sup> Ave. NE Kirkland, WA 98034-8709
19 20	1-800-521-0778
21 22 23	The American Traffic Safety Services Association 15 Riverside Parkway, Suite 100 Fredericksburg, Virginia 22406-1022
24 25 26	Training Dept. Toll Free (877) 642-4637 Phone: (540) 368-1701
27 28 29	1-10.2(2) Traffic Control Plans (******)
30 31	Supplemented this section with the following:
32 33 34	Traffic Control Plans have been included in the bid documents for reference only. The Contractor shall develop a traffic control plan (TCP) and submit to the Engineer for review and approval.
35 36 37 38	1-10.3 Traffic Control Labor, Procedures, and Devices 1-10.3(3) Traffic Control Devices (******)
39 40 41	Supplement this section with the following:
42 43 44	Signs, barricades, lights and other warning devices shall be installed on or adjacent to the roadway per the requirements of the "Manual on Uniform Traffic Control Devices for Streets and Highways" and shall be maintained 24 hours a day until the roadway work is completed
45 46 47 48	and ready for traffic. The Contractor shall not begin any work on, or adjacent to, the roadway at any time until all signs and other traffic control devices are in place and operating as outlined in the Standard Specifications, Special Provisions and approved Traffic Control Plan. The Contractor shall maintain the work area to ensure that all traffic signs and other traffic control
49 50 51 52	devices are properly placed and in effect. The Contractor shall replace without delay, signs and traffic control devices which are misplaced, stolen mutilated, or destroyed. All signs and traffic control devices which become soiled such that their effectiveness is diminished, as determined by the Engineer, or the Inspector shall be replaced or cleaned by the Contractor
52	determined by the Engineer, of the inspector shall be replaced of cleaned by the COIIII actor

without delay. Traffic control devices intended for use during the hours of darkness shall be equipped with flashing lights (i.e. barricades) or reflective tape (i.e. cones/barrels) or as determined by the Engineer. The Contractor shall provide all construction signs and safety equipment required.

The Contractor, at his expense, shall be required to maintain sufficient warning lights and adequate barricades on all trenches and open excavation to protect moving traffic and pedestrians. This shall include not only open trenches, but also recently closed trenches that have not been returned to full and safe operating surface for normal use.

All necessary state-certified flagmen, barricades and detour signs shall be furnished and supplied/installed by the Contractor, both during working hours and also when the work is suspended during the construction period. The Contractor shall provide such additional barricades and protective devices as will be required to reasonably protect the workmen, vehicles, bicyclists, pedestrians and animals, from excavated areas during the construction period.

18 Upon failure of the Contractor to immediately provide and maintain adequate suitable 19 barricades, lights and detour signs when ordered to do so, the Owner shall be at liberty without 20 further notice to the Contractor or the surety, to provide the same and deduct the cost thereof 21 from monies or payments due or to become due the Contractor and the Owner assumes no 22 liability connected therewith. 

As such, the work shall progress in an orderly manner, immediately following thereafter with the minor details, so that all streets may be fully restored to normal use as soon as possible. Restoration of roadway trenches and other work areas that could cause hazards to public safety shall be conducted before the Contractor leaves a project site to conduct work at another project site.

## 1-10.4 Measurement

## 1-10.4(1) Lump Sum Bid for Project (No Unit Items)

(August 2, 2004 WSDOT GSP)

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

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

# 39 DIVISION 2 EARTHWORK

# **2-02 Removal of Structures and Obstructions**

- **2-02.3 Construction Requirements**
- 42 (\*\*\*\*\*)

- 44 Section 2-02.3 is supplemented with the following:
  - Removal of Obstructions
    - Shall include the removal and disposal of the following items:
- Water valve
  - Vertical Traffic Markers
  - Water meters and boxes to be replaced

1	<ul> <li>Manhole and catch basin rims and covers to be replaced</li> </ul>
2	•
	Hydrant
3	Raised pavement markers
4	Traffic curbing
5	• Handhole boxes associated with the existing traffic signal, street lighting, and
6	communication
7	Traffic signs
8	<ul> <li>Traffic signal poles and hardware</li> </ul>
9	Traffic control cabinet
10	Traffic service cabinets
11	
	Traffic signal conduit and wires
12	Pedestrian poles
13	Traffic signals
14	<ul> <li>Other associated traffic control devices and signal hardware</li> </ul>
15	· ···· · ······
16	The City of its antion, may rate in the awarship of traffic control convice achieves. If the City
	The City, at its option, may retain the ownership of traffic control service cabinets. If the City
17	elects not to retain, the contractor shall remove and dispose of the unit(s). Existing hydrants
18	and water meters called for removal shall be salvaged and returned to the City.
19	
20	2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters
21	(September 8, 1997 WSDOT GSP)
22	
	Section 2.02.2(2) is supplemented with the following:
23	Section 2-02.3(3) is supplemented with the following:
24	
25	The approximate thickness of the asphalt pavement is 2.5 inches.
26	The approximate thickness of the concrete pavement is 7 inches.
27	
28	(*****)
29	
	Deveryments and three of Caption 2.02.2(2) are revised to read.
30	Paragraphs one and three of Section 2-02.3(3) are revised to read:
31	
32	<ol> <li>Haul broken-up pieces to some off-project site.</li> </ol>
33	3. Make a vertical full depth sawcut between any existing pavement, sidewalk, curb, or
34	gutter that is to remain and the portion to be removed. For concrete pavement
35	removal, a second vertical full depth relief saw cut offset 12 to 18 inches from and
36	parallel to the initial saw cut is also required, unless the Engineer allows otherwise.
37	Saw cut for curb and gutter is to be performed as shown on the Plans or as directed
38	by the Engineer. Sawcut for sidewalk is to be performed on the closes joint or as
39	directed by the Engineer.
40	
41	2-02.3(4) Sawcut Existing Pavement & Sidewalk
42	(******)
43	
	Section 2.02.2(4) is replaced with the following:
44	Section 2-02.3(4) is replaced with the following:
45	
46	The Contractor shall make a vertical saw cut to full depth of existing asphalt pavement
47	or concrete where shown on the plans or as directed by the Engineer.
48	
49	Care shall be taken during removal to protect adjacent sidewalk panels, concrete curbs,
49 50	existing utilities and landscaping from damage. Any damage caused to adjacent panels,
51	curbs, utilities, or landscaping shall be repaired by the Contractor at his sole expense.

State approved BMP construction method shall be used to control runoff waste liquid and materials from adversely impacting storm drainage system or surface waters.

## 2-02.4 Measurement

(December 4, 2006 WSDOT GSP)

Section 2-02.4 is supplemented with the following:

Hazardous material excavation including haul will be measured by the cubic yard. All excavated material will be measured in the position it occupied before the excavation was performed. An original ground measurement will be taken using cross-section or digital terrain modeling survey techniques. The original ground will be compared with a survey of the excavation area taken after the work is completed.

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

Section 2-02.4 is supplemented with the following:

"Sawcut" will be measured per linear foot and will be for full depth cut with a maximum cut of 12 inches. Measurement shall be along the finished cut line. Overcuts for curve/radius work or deeper penetration shall be considered included within the unit bid price and no separate measurement will be made for such cuts.

"Removing Bituminous Pavement" will be measured per square yard and will be for a full depth of the asphalt pavement section. Sawcutting required for the pavement removal is measured within the unit bid item. Cement concrete pavement encountered under the asphalt pavement that requires removal and sawcut will be measured separately within the other unit bid item.

"Removing Cement Conc. Pavement" will be measure per square yard and will be for a full depth of the concrete pavement section. Sawcut is measured within the other unit bid item.

"Removing Cement Conc. Sidewalk" will be measure per square yard and will be for a full depth of the concrete sidewalk section. Sawcut is measured within the other unit bid item.

"Removing Cement Conc. Curb and Gutter" will be measure per linear foot and will be for a full depth of the concrete curb and gutter section. Sawcut is measured within the other unit bid item.

"Removing Drainage Structure" will be measure per each and will be for the complete
removal of the drainage inlet or catch basin including excavation, removal of grate, frame,
raisers, grout, connecting pipe/s and fittings. Sawcut, pavement removal, and concrete curb
removal is measured within the other unit bid item.

46 "Removal of Miscellaneous Traffic Items" will be measure per lump sum and will be for the
47 complete removal and disposal of items identified in these Specification and shown on the
48 Plans.

50 "Removing Valve Box" will be measured per each and will be for the complete removal or
51 existing abandoned valve boxes as called out in the Plans.
52

- 1 Payment 2 (August 7, 2017 WSDOT GSP) 3 4 Section 2-02.5 is revised by the following: 5 6 Payment will be made for the following bid item when it is included in the proposal. 7 8 "Sawcut", per linear foot. Water, street cleaning, and waste removal are incidental to this 9 bid item. 10 11 "Removing Bituminous Pavement", per square yard. Disposal of waste material, street 12 sweeping, and temporary cold mix joint transitions and their removal are incidental to this 13 bid item. 14 15 "Removing Cement Conc. Pavement", per square yard. Disposal of waste material, street 16 cleaning, and temporary protection barricades are incidental to this bid item. 17 18 "Removing Cement Conc. Sidewalk", per square yard. Disposal of waste material, street 19 cleaning, and temporary protection barricades are incidental to this bid item. 20 21 "Removing Cement Conc. Curb and Gutter", per linear foot. Disposal of waste material, 22 street cleaning, and temporary protection barricades are incidental to this bid item. 23 24 "Removing Drainage Structure", per each. Disposal of waste material, street cleaning, and 25 temporary protection barricades are incidental to this bid item. 26 27 "Removing Valve Box" per each. Disposal of waste material, street cleaning, and temporary 28 protection barricades are incidental to this item. 29 30 All costs for the removal of structures and obstructions shall be included in "Removal of 31 Structures and Obstructions". 32 33 2-03 Roadway Excavation and Embankment 34 2-03.1 **Construction Requirements** (\*\*\*\*\*) 35 36 37 Section 2-03.1 is supplemented with the following: 38 This work shall also consist of potholing existing underground utilities as designated by the 39 40 Engineer and shown on the Plans, regardless of size. The Contractor shall perform 41 exploratory excavations as required to collect as-built utility information. Potholing includes 42 all work necessary to determine the position of the underground utility including pavement 43 removal, excavation, backfill, compaction, and restoration. This work is considered 44 incidental to the bid item for "Potholing". The backfill material for this work shall be Pea 45 Gravel. The Contractor shall verify the depth and location of existing underground utilities. The Contractor shall allow the Engineer one week to allow for minor design modifications 46 47 when needed. Upon completion of excavation, existing backfill material can be used for 48 temporary restoration.
- 49 50

51

2-02.5

Potholing shall be performed by a Vactor Truck or hand tool excavation.

1	2-03.4	Measurement
2	(******)	
3	, ,	
4	Section 2	2-03.4 is supplemented with the

Section 2-03.4 is supplemented with the following:

"Potholing" shall be measured per each.

2-03.5 Payment (\*\*\*\*\*\*)

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Section 2-03.5 is supplemented with the following:

- 12 13 "Potholing", per each.
- 14 The unit price per each for "Potholing" shall be full compensation for all costs incurred to perform 15 the work including excavation, measurement, and backfill.
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# 17 DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS

18 5-04 Hot Mix Asphalt

# 19 **5-04.1 Description**

- 20 *(\*\*\*\*\*\*)* 21
- Replace this section with the following:

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base or pavement reinforcement mesh (PRM) in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

## 5-04.2 Materials

(May 20, 2020 WSDOT GSP)

The sixth and seventh materials listed in Section 5-04.2 are revised to read:

38		
39	Reclaimed Asphalt Pavement (RAP)	9-03.8(3)B, 9-03.21
40	Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
41		
42	(*****)	
43		
44	Supplement this Section with the following:	
45		
46	Pavement Reinforcement Mesh	9-02.6
47		
48	5-04.2(2) Mix Design – Obtaining Pr	oject Approval
49	(January 3, 2011 WSDOT GSP)	
50		
51	Section 5-04.2(2) is supplemented with the	e following:

# ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be less than 0.3 million.

# 5-04.3 Construction Requirements

**5-04.3(8)** Aggregate Acceptance Prior to Incorporation in HMA (September 8, 2020 WSDOT GSP)

The third sentence of the second paragraph of Section 5-04.3(8) is revised to read:

The Contractor may request aggregate specific gravity (Gsb) testing be performed by the Contracting Agency twice per project for the first 10,000 HMA tons produced, and once thereafter.

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

Supplement this Section with the following:

Where shown in the Plans, butt joints shall be sealed with hot poured sealant; confine sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material. This work shall be considered incidental to the HMA paving.

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

Add the following new Section:

## 5-04.3(4)D Pavement Reinforcement Mesh Placement

#### 5-04.3(4)D.1 Preparation

- 1. Do not begin pavement reinforcement mesh ("grid") HMA reinforcing system until existing pavement condition has been evaluated and all repairs have been completed. Pavement reinforcement mesh shall be as described in Materials section 9-02.6.
- 2. All holes shall be filled with hot asphalt and compacted level with adjacent surfaces.
- 3. Surfaces shall be mechanically cleaned by sweeping and vacuuming and be free of oil, vegetation, sand, dirt, water, gravel, and other contaminants prior to placement of HMA reinforcing grid.
- 4. If subgrade preparation is the responsibility of others, notify Engineer of unsatisfactory preparation. Do not begin work until unsatisfactory conditions have been rectified.
- 5. Cracks shall be marked and recorded prior to and after the true and leveling course. Identifying and preserving the crack location will ensure that the grid is properly centered on each crack when full grid coverage of the site is not specified.

5-04.3(4)D.2 Installation

1. Storage of Material:

- a. Prior to use, store reinforcement grid rolls in unopened packaging vertically (on end) under dry, covered conditions free from dust, dirt, and moisture to prevent roll distortion and contamination.
  - *b.* Store the product at temperatures above minus 29°C (-20°F) with a relative humidity of less than 85%.

c. Install Reinforcement Pavement Mesh (grid) HMA reinforcing grid system in accordance with manufacturer's installation guidelines.

2. Leveling Course:

- a. Leveling course shall be a minimum thickness to achieve a smooth surface to achieve adhesion with the pressure sensitive self-adhesive on the Pavement reinforcement product. It shall have a surface temperature warmer than 10°C (50°F), cooler than 60° C (140° F) and will have cooled to 43°C (110°F) at least once previously.
- b. Crack areas showing excessive surface irregularities shall be leveled prior to placement.
- c. Slab joint showing upward tenting shall be saw-cut to relieve pressure prior to leveling.
- 3. HMA Pavement Reinforcement Mesh Placement:
  - *a.* Surface temperature shall be between10°C (50°F) and 60°C (140°F) prior to placing the pavement reinforcement mesh.
  - *b*. The placement surface must be dry. Since moisture affects the adhesion of the grid to the pavement surface, grid placement should not be undertaken if rain is likely to fall prior to covering the grid with an asphalt mat overlay. Grid that is placed and will not adhere due to moisture shall be removed and replaced at the Contractor's expense.
  - *c.* HMA reinforcement grid, reference Materials section 9-02.6, shall be laid out by mechanical means or by hand using sufficient pressure to eliminate ripples. Remove any ripples by pulling the grid tight. Cutting of the grid may be done on tight radii to prevent ripples.
  - *d.* Lap transverse joints in the direction of the paving 76 mm to 152 mm (3-6"); longitudinal joints shall be overlapped 25 mm to 50 mm (1-2") or as recommended by the manufacturer, whichever is greater.
  - e. After placement, activate self-adhesive glue by rolling with a rubber coated drum roller or a pneumatic tire roller until proper adherence occurs. In no instance shall steel-wheeled or vibratory rollers be used. Rolling shall continue until the adhesive is activated and the grid is bonded to the truing and leveling course. Generally, this can be accomplished in one or two roller passes. During rolling operations, roller tires shall be kept clean to the satisfaction of the Engineer. Reinforcement shall be laid and rolled over ironworks (i.e., manhole covers, drainage grates, etc.). Once the grid has been rolled, these portions of the mats covering the ironworks shall be removed by cutting the reinforcement grid with a utility knife or other similar tool.
- f. Construction and emergency vehicles will be allowed to run on the reinforcement grid after rolling. However, any damaged or de-bonded sections of the grid resulting from these vehicles, as determined by the Engineer, shall be immediately replaced with new grid sections, taking care to place the adhesive backing down and to overlap the grid already in place. As before, replacement sections shall be rolled in accordance with manufacturer's recommendations. Grid shall be rolled until the adhesive is activated and the replacement grid section is bonded to the truing and leveling course. Any dirt, dust or other contaminants deposited on the grid-covered truing and leveling course by the construction equipment, maintenance vehicles, or emergency vehicles shall be removed by mechanical sweeping or vacuuming the surface. No additional payment will be made to replace sections of grids damaged by construction equipment, maintenance vehicles, or emergency traffic. No payment will be made to sweep or vacuum the surface, or to remove contaminates deposited by such traffic.
  - *g.* Protect the asphalt reinforcing grid until placement of the finished asphalt topping. Repair damaged sections prior to placement of finished asphalt topping.

2 3 4 5 6 7 8 9	<ul> <li>Asphalt Placement <ul> <li>Place the asphalt overlay course in accordance with Section 5-04. Place the asphaltic overlay course the same day the HMA reinforcing grid is placed.</li> <li>Overlay course shall be a minimum compacted thickness of 40 mm (1-1/2")</li> <li>In order to activate the tack film,</li> <li>The surface temperature must be 21°C (70°F) and the asphalt mix being placed over the HMA reinforcing grid must be placed at a minimum temperature of 140°C (285°F).</li> <li>When a tack coat is specified, the approved tack coat should be used beneath the HMA reinforcing grid system.</li> </ul> </li> <li>Field Quality Control <ul> <li>A manufacturer's representative shall be present on site for the initial start of the installation of the pavement reinforcement mesh.</li> <li>Installation is to be performed by a manufactured trained and experienced applicator</li> </ul> </li> </ul>
14 15 16 <b>t</b>	using equipment and process as recommended by the manufacture. 5-04.3(4)D.2 Tack Coat Application
17         18       ()         19       2)         20       2)         21       22         23       22         24       25         26       27         28       29         30       31         32       32	<ul> <li>If required due to heavily oxidized or dirt material on leveling course)</li> <li>Application of tack may be carried out prior to the placement of the HMA reinforcing grid at the discretion of the Engineer. Logistics site conditions and / or environmental parameters may influence the decision. Discussions with the manufacturer may provide additional insight into this decision.</li> <li>The HMA reinforcing grid has a self-adhesive backing, so the tack coat is not required for the installation. However, if a tack is specified for other reasons, such as the surface is dirty or oxidized, the tack must (in the case of an emulsion tack) be allowed to break and cure before the HMA reinforcing grid is placed. Breaking is defined as the point at which the brown-colored tack turns black. Curing occurs when the residual asphalt cement contains no solvents (water or any volatiles). After the reinforcing grid has been installed on the broken and cured tack coat, the adhesion test should be done prior to placing any asphalt and prior to asphalt trucks running on the HMA reinforcing grid on tacked surface.</li> </ul>
	<b>5-04.3(13) Surface Smoothness</b> (January 5, 2004 WSDOT GSP)
	The second sentence of Section 5-04.3(13) is revised to read:
39 40 41	The completed surface of the wearing course shall not vary more than 1/4 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline.
42 5	5-04.3(14) Planing Bituminous Pavement (January 5, 2004 WSDOT GSP)
	Section 5-04.3(14) is supplemented with the following:
47 48 49 50	The Contractor shall perform the planing operations no more than ***seven (7)*** calendar days ahead of the time the planed area is to be paved with HMA, unless otherwise allowed by the Engineer in writing.
50 51 52	At the start of the planing operation the Contractor shall plane a 500 foot test section to be evaluated by the Engineer for compliance with the surface tolerance requirements.

The test section shall have a minimum width of 10 feet. If the planing is in accordance with the surface tolerance requirements, the Contractor may begin production planing. If the planing is not in conformance with the surface tolerance requirements, the Contractor shall make adjustments to the planing operation and then plane another test section.

If at any time during the planing operation the Engineer determines the required surface tolerance is not being achieved, the Contractor shall stop planing. Planing shall not resume until the Engineer is satisfied that specification planing can be produced or until successful completion of another test section. The forward speed during production planing shall not exceed the speed used for the test section.

The completed surface after planing and prior to paving shall not vary more than 1/4 inch from the lower edge of a 10-foot straightedge placed on the surface parallel or transverse to the centerline. The planed surface shall have a matted texture and the difference between the high and low of the matted surface shall not exceed 1/8 inch.

Pavement repair operations, when required, shall be accomplished prior to planing.

#### 5-04.4 Measurement

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 Supplement this Section with the following:

Pavement Reinforcement Mesh will be measured per square yard in place and will include surface preparation and tack coat application if required.

5-04.5 Payment

(January 2, 2018 WSDOT GSP)

Section 5-04.5 is supplemented with the following:

#### Asphalt Cost Price Adjustment

The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following bid items when they are included in the proposal:

38	
39	"HMA CI. PG "
40	"HMA for Approach Cl PG"
41	"HMA for Preleveling CI PG"
42	"HMA for Pavement Repair CIPG"
43	"Commercial HMA"
44	
45	The adjustment is not a guarantee of full compensation for changes in the cost of asphalt
46	binder. The Contracting Agency does not guarantee that asphalt binder will be available at
47	the reference cost.
48	
49	The Contracting Agency will establish the asphalt binder reference cost twice each month
50	and post the information on the Agency website at:
51	
50	

52 <u>http://www.wsdot.wa.gov/Business/Construction/EscalationClauses.htm</u>

1	The reference cost will be determined using posted prices furnished by Poten & Partners,
2	Inc. If the selected price source ceases to be available for any reason, then the Contracting
3	Agency will select a substitute price source to establish the reference cost.
4	
5	The base cost established for this contract is the reference cost posted on the Agency
	· • •
6	website with an effective date immediately preceding the bid opening date.
7	
8	Adjustments will be based on the most current reference cost for Western Washington or
9	Eastern Washington as posted on the Agency website, depending on where the work is
10	performed. For work completed after all authorized working days are used, the adjustment
11	will be based on the posted reference cost during which contract time was exhausted. The
12	adjustment will be calculated as follows:
13	,
14	No adjustment will be made if the reference cost is within 5% of the base cost.
15	
16	If the reference cost is greater than or equal to 105% of the base cost, then
17	Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).
18	
19	If the reference cost is less than or equal to 95% of the base cost, then
20	Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).
21	
22	Where Q = total tons of all classes of HMA paid in the current month's progress payment.
23	
24	"Asphalt Cost Price Adjustment", by calculation.
25	
26	"Asphalt Cost Price Adjustment" will be calculated and paid for as described in this section.
27	For the purpose of providing a common proposal for all bidders, the Contracting Agency has
28	entered an amount in the proposal to become a part of the total bid by the Contractor.
29	
30	5-04.5 Payment
31	(******)
32	
33	Replace the bid item "HMA CI PG" with the following:
34	"UNA OL DO " nonten UNA notenelien erliedent in the Direction is included and resid
35	"HMA CI PG", per ton. HMA preleveling called out in the Plans is included and paid
36	under this bid item. Tack coat application, marking of utilities, protection of utilities, street
37	sweeping, and other labor and material associated with the placement of the HMA
38	preleveling and surface overlay are incidental to this bid item.
39	
40	Supplement this section with the following:
41	
42	"Pavement Reinforcement Mesh", per square yard. Tack coat application, if required, shall
43	be incidental to this bid item.
44	
45	DIVISION 7 DRAINAGE STRUCTURES, STORM SEWERS,
46	SANITARY SEWERS, WATER MAINS, AND CONDUITS
47	7-04 Storm Sewers
48	7-04.5 Payment
49	(******)

- 49 (\*\*\*\*\*)
- 50

Supplement this Section with the following:

Storm sewer pipe will include the excavation, import bedding and backfill material, compaction, fittings, connections, and grouting.

#### 7-05 Manholes, Inlets, Catch Basins, and Drywells 7-05.3 Construction Requirements

**7-05.3** 8 (\*\*\*\*\*\*)

This Section is revised to read:

Where shown in the Plans, or directed by the Engineer, manholes, catch basins, and other sewer and stormwater structures shall be adjusted to finish grade by adjusting the existing utility to finish grade. Adjustment of manholes and catch basins by this method shall result in a finished product that is true to line and grade. Not all manholes and catch basins shown on the Plans will require adjustment.

As part of this project, the City may elect to replace manhole or catch basin frame and grates.
 Frame and grates requiring replacement will be marked in the field prior to construction. The
 Contractor shall remove and dispose of all existing frame and grates.

Manholes, catch basins, and other sewer and stormwater structures shall not be adjusted to grade until the overlay is completed, at which time the center of each structure shall be carefully relocated from references previously established by the Contractor. The pavement shall be cut in a restricted area and base material shall be removed to permit removal of the cover rim. The structure shall then be brought to proper grade utilizing the same methods of construction as for the structure itself. Finished grade shall be asphalted

The cast iron frame shall be placed on the concrete blocks and wedged up to the desired grade and sloped transversely and longitudinally. The asphalt concrete pavement shall be cut and removed to a neat circle, the diameter of which shall be equal to outside diameter of the cast iron frame plus no more than 12-inches beyond the radius of the cover. The base material shall be removed to a depth of at least 8-inches. The outer edge of the casting and the existing asphalt shall be painted with hot asphalt cement. The volume shall be backfilled with HMA and flush with the finished pavement surface. The joint between the patch and the existing pavement shall then be carefully painted with hot asphalt cement or asphalt emulsion and shall be immediately covered with dry paving sand before the asphalt cement solidifies. The inside throat of the structure shall be thoroughly mortared and plastered.

- 7-05.4 Measurement
- (\*\*\*\*\*)

Supplement this Section with the following:

"Catch Basin Inlet" will be measured per each and will include the excavation, bedding, backfill and connection/s with grouting, and disposal of waste material.

47
48 "Storm Frame and Vane Grate" will be measured per each and will include the removal and
49 disposal of the old frame, preparation of the existing catch basin or inlet drainage structure,
50 adjusting to finish grade, grouting, and disposal of waste material.
51

"Adjust Manhole" will be measured per each to adjust the frame to finish grade.

"Adjust Catch Basin" will be measured per each to adjust the existing frame to finish grade
All utility adjustments within the asphalt pavement shall include the cutting of the pavement, any backfill material, any adjustment material including grout, supplying and placement of HMA, and tack material with sand cover.
7-05.5 Payment (******)
Supplement this Section with the following:
"Catch Basin Inlet", per each. "Storm Frame and Vane Grate", per each
The unit contract price per each for "Adjust Manhole" and "Adjust Catch Basin" shall be full compensation for furnishing all labor, materials, tools, equipment, and all other costs and expenses necessary to accomplish this work.
7-09 Water Mains 7-09.3 Construction Requirements (******)
Supplement this Section with the following:
Water main taps shall be performed by the City.
Add the following new Section:
7-09.3(25) Abandon Water Main Line and Service Connections
Existing water main and associated connections that are no longer in service through the work performed under this contract shall be considered abandoned and the Contractor is to perform methods as shown on the Plans, or if not shown on the Plans, to the Contractor is to perform standard practices such as capping, plugging, and blocking as approved by the Engineering to ensure that the out of service pipe is sealed and that any removed connection from an active line is properly capped and blocked to allowed continued usage of the active line.
7-09.5 Payment (******)
Replace the two paragraphs following bid item " Pipe for Water Main In. Diam.", per linear foot with the following:
The unit Contract price per linear foot for each size and kind of " Pipe for Water Main In. Diam." Shall be full pay for all Work to complete the installation of the water main, including but not limited to, trench excavation, bedding, laying and jointing pipe and fittings, restrains, gravel, berrow, back fill, crush surface back course, concrete thrust blocking

ings, restrains, gravel borrow back fill, crush surface base course, concrete thrust blocking, restoration with temporary asphalt patching, removal of temporary patching, testing, disinfecting the pipeline, flushing, dechlorination of water used in flushing, hauling and disposal of waste material, and cleanup.

- Payment for final patching shall be performed under "HMA CL. 3/8 IN. PG 58H-22". (\*\*\*\*\*) Supplement this Section with the following: "Abandon Water Main System", per Lump Sum 7-12 Valves for Water System 7-12.2 **Materials** (\*\*\*\*\*) Supplement this Section with the following: Gate Valves, two- (2) inch to twelve- (12) inch: The design, materials and workmanship of all gate valves shall be Ductile Iron Body resilient wedge valves conforming to AWWA C509 or C515 latest revision. Gates valves shall be resilient wedge non-rising stem (NRS) with two internal O-ring stem seals with a 2 inch square operating nut. Gate valves shall be Mueller, M & H, Kennedy or Clow R/W. **Construction Requirements** 7-12.3 (\*\*\*\*\*) Add the following new Section: 7-12.3(2) **Adjust Water Valve** Where shown in the Plans, or directed by the Engineer, water valves shall be adjusted to finish grade by adjusting the existing valve box to finish grade. Adjustment of water valves by this method shall result in a finished product that is true to line and grade. Not all water valves shown on the Plans will require adjustment.
- Water valves shall not be adjusted to grade until the overlay is completed, at which time the center of each structure shall be carefully relocated from references previously established by the Contractor. The pavement shall be cut and removed to a neat circle, the diameter of which shall be equal to outside diameter of the cover plus no more than 12-inches beyond the radius of the cover. The valve box and lid shall then be brought to proper grade utilizing the same methods of construction as for the structure itself. The base material shall be removed to a depth of at least 8-inches. The outer edge of the valve box casting and the existing asphalt shall be painted with hot asphalt cement. The volume shall be backfilled with HMA and flush with the finished pavement surface. The joint between the patch and the existing pavement shall then be carefully painted with hot asphalt cement or asphalt emulsion and shall be immediately covered with dry paving sand before the asphalt cement solidifies.
- 47 7-12.4 Measurement (\*\*\*\*\*)
- 48
- 49 Supplement this Section with the following:
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"Adjust Water Valve" shall be measured per each.

1 2 3 4 5	All utility adjustments within the asphalt pavement shall include the cutting of the pavement, any backfill material, any adjustment material including grout, supplying and placement of HMA, and tack material with sand cover.		
6 7	7-12.5 (******)	Payment	
8 9 10	Supplem	ent this Section with the following:	
11 12	"Adju	st Water Valve", per each.	
13 14 15 16	furnis	unit contract price per each for "Adjust Water Valve" shall be full compensation for hing all labor, materials, tools, equipment, and all other costs and expenses necessary complish this work.	
17 18 19	7-14 Hydr 7-14.4 (******)	ants Measurement	
20 21 22	Replace	the first paragraph with the following:	
23 24 25 26	recor	surement of hydrant assembly, resetting existing hydrants, moving existing hydrants, necting existing hydrants, and reconnecting existing fire lines will be made per each. surement of hydrant extension will be made per linear foot.	
27 28	<b>7-14.5</b> (******)	Payment	
29 30 31	Supplem	ent this Section with the following:	
32 33 34 35 36	The ι Work	onnecting Existing Fire Line Service", per each. Init Contract price per each for "Reconnecting Existing Fire Line" shall be full pay for all to reconnect the existing fire line, excepting however, that new pipe and valve used e connection will be paid as specified in Section 7-09.5	
37	7-15 Serv	ice Connections	
38 39 40	7-15.3 (******)	Construction Requirements	
40 41 42	Replace	the fourth paragraph with the following:	
43 44 45 46 47	mains Contr	e shown on the Plans, existing service connections shall be reconnected to the new s. The location of existing service connections shall be verified in the field by the ractor. The Contractor shall notify affected customers of the service interruption at least ours prior to service.	
48	Supplem	ent this Section with the following:	
49 50 51 52		r service outages shall not exceed 6 hours. Contractor shall coordinate with City staff to the outage in accordance with Section 7-15.3.	

# 3 DIVISION 8 MISCELLANEOUS CONSTRUCTION

**8-02** Roadside Restoration

- 8-02.3 Construction Requirements

Add the following new Section:

# 8-02.3(17) Roadside Restoration

The Contractor shall restore the existing right-of-way behind sidewalk ramps to existing or better condition, to the expectations of the Engineer, and using similar materials. (e.g. topsoil and seed shall be used to match into lawn areas, similar bark shall be used to match into planting areas, topsoil shall be used to match into garden areas, etc.). Roadside Restoration will be performed under force account as directed by the Engineer.

Plants, trees and/or shrubs, not otherwise designated for removal and that are damaged or require relocation due to additional fill as required from the back of the sidewalk, shall be replanted or replaced with equal, as required by the Engineer.

# 8-02.4 Measurement

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Supplement this Section with the following:

Roadside Restoration will be performed under force account as directed by the Engineer.

## 8-02.5 Payment

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

Supplement this Section with the following:

All costs for "Roadside Restoration" per Force Account.

# 8-13 Monument Cases

- 8-13.1 Description
- *(\*\*\*\*\*)*

Supplement this Section with the following:

Where shown on the Plans or as designated by the Engineer, the Contractor shall adjust monument, case and cover to final grade. Monuments damaged by construction shall be replaced and installed per City Standard Plan.

8-13.3 Construction Requirements

47 (\*\*\*\*\*)

- 4849 Supplement this Section with the following:

Where shown on the Plans or as designated by the Engineer, the Contractor shall adjust monument case and cover to final grade. Adjustment of monument case and cover by this method shall result in a finished product that is true to line and grade. Not all monuments shown on the Plans will require adjustment.

Monument cases shall not be adjusted to grade until the overlay is completed, at which time the center of each structure shall be carefully relocated from references previously established by the Contractor. The pavement shall be cut and removed to a neat circle, the diameter of which shall be equal to outside diameter of the cover plus no more than 12inches beyond the radius of the cover. The monument case and cover shall then be brought to proper grade utilizing the same methods of construction as for the structure itself. The base material shall be removed to a depth of at least 8-inches. The outer edge of the monument casting and the existing asphalt shall be painted with hot asphalt cement. The volume shall be backfilled with HMA and flush with the finished pavement surface. The joint between the patch and the existing pavement shall then be carefully painted with hot asphalt cement or asphalt emulsion and shall be immediately covered with dry paving sand before the asphalt cement solidifies. 

Damaged or disturbed monuments shall be reset and/or replaced by the Contractor as directed by the Engineer and at no cost to the City. The Contractor shall notify the Engineer immediately of any monument that may be disturbed or required to be disturbed due to nearby excavations.

The Contractor shall restore the area adjacent to the monument in a manner acceptable to the Engineer or their designee.

## 8-13.5 Payment

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Supplement this Section with the following:

Monument case and cover adjustments within the asphalt pavement shall include the cutting of the pavement, any backfill material, any adjustment material including grout, supplying and placement of HMA, and tack material with sand cover.

## 8-14 Cement Concrete Sidewalks

- 8-14.1 Description
- (April 3, 2017 WSDOT GSP)
- Section 8-14.1 is replaced with the following:

This Work consists of constructing cement concrete sidewalks, curb ramps, bus stop shelter
foundations, masonry sidewalks, and ramp grinding in accordance with details shown in the
Plans, Standard Plans, these Specifications, and in conformity to the lines and grades shown
in the Plans, Standard Plans, and as established by the Engineer.

- 8-14.3 Construction Requirements
  - (April 3, 2017 WSDOT GSP)

Section 8-14.3 is supplemented with the following:

The Contractor shall request a pre-construction meeting with the Engineer to be held two to five working days before any work can start on cement concrete sidewalks, curb ramps or other pedestrian access routes to discuss construction requirements. Those attending shall include:

- 1. The Contractor and Subcontractor in charge of constructing forms, and placing, and finishing the cement concrete.
- 2. Engineer (or representative) and Project Inspectors for the cement concrete sidewalk, curb ramp or pedestrian access route Work.

Items to be discussed in this meeting shall include, at a minimum, the following:

- 1. Slopes shown on the Plans.
- 2. Inspection
  - 3. Traffic control
    - 4. Pedestrian control, access routes and delineation
      - 5. Accommodating utilities
      - 6. Form work
      - 7. Installation of detectable warning surfaces
    - 8. Contractor ADA survey and ADA Feature as-built requirements
      - 9. Cold Weather Protection
- (January 7, 2019 WSDOT GSP)
- Section 8-14.3 is supplemented with the following:

#### Timing Restrictions

Curb ramps shall be constructed on one leg of the intersection at a time. The curb ramps shall be completed and open to traffic within five calendar days before construction can begin on another leg of the intersection unless otherwise allowed by the Engineer.

46 Unless otherwise allowed by the Engineer, the five calendar day time restriction begins when 47 an existing curb ramp for the quadrant or traffic island/median is closed to pedestrian use 48 and ends when the quadrant or traffic island/median is fully functional and open for 49 pedestrian access.

1	(January 7, 2019 WSDOT GSP)
2 3 4	Section 8-14.3 is supplemented with the following:
5 6 7 8	<b>Layout and Conformance to Grades</b> Using the information provided in the Contract documents, the Contractor shall lay out, grade, and form each new curb ramp, sidewalk, and curb and gutter.
9 10	(*****)
10 11 12	Section 8-13.3 is supplemented with the following:
13 14 15	Temporary asphalt curb ramps are acceptable at the intersection of 6 <sup>th</sup> Street and Park Avenue in order to accommodate challenges in work sequencing.
16 17 18	8-14.3(5) Detectable Warning Surface
19 20	This Section is supplemented with the following:
20 21 22 23	Detectable warning surface color shall be Federal Yellow in accordance with Section 8- 14.2.
24	8-14.4 Measurement
25 26	(*****)
27 28	This Section is supplemented with the following:
29 30 31	Detectable warning surfaces will not be measured separately for material payment and shall be fully incidental to the bid item for 'Cement Concrete Curb Ramp Type Parallel A"
32 33	8-14.5 Payment (******)
34 35 36	This Section is supplemented with the following:
37 38 39	Temporary asphalt ramps shall be measured per square yard and be incidental to the pay item for "Cement Conc. Sidewalk".
40 41 42	8-20 Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical
42 43 44 45	8-20.2 Materials (*****)
46 47	This Section is supplemented with the following:
48 49 50 51	<b>General</b> All materials for the completion of the Work described herein and in the Plans shall be furnished by the Contractor.

1 2 3 4 5	The Engineer reserves the right to inspect the manufacturing process of all materials. Final inspection of the installed materials will not be given until final installation and testing has been completed on the systems. Approval to install materials and equipment must be obtained from the Engineer at the job site before installation.		
6 7 8 9	<b>Guarantees</b> The supplier shall furnish to the Contracting Agency any guarantee or warranty furnished as a normal trade practice in connection with any equipment supplied for this Contract.		
10 11 12	8-20.3 Construction Requirements 8-20.3(1) General (******)		
13 14 15	This Section is supplemented with the following:		
16	Traffic Signal Turn Off		
17 18	Prior to a Traffic Signal Turn-off before the signal work, the contractor shall conduct a Pre-construction coordination meeting Contracting Agency.		
19	Fie-construction coordination meeting Contracting Agency.		
20	The Contractor shall provide the Engineer minimum of 7 working days written notice of		
21	the proposed pre-turn-off coordination meeting date and time.		
22			
23	8-20.3(11) Testing		
24	(*****)		
25			
26 27	This Section is supplemented with the following:		
28	Traffic Signal Turn On		
29	A traffic signal turn-on shall be defined as any change in phasing or operation of a traffic		
30	signal, including but not limited to signal cutovers, signal controller change-outs, flashing		
31	yellow arrow installations, or any other modification that requires a signal to be put into		
32	flashing operation to complete.		
33			
34	1. Prior to a Traffic Signal Turn-on event, the contractor shall conduct a Pre Turn-on		
35	coordination meeting with the Contracting Agency		
36 37	2. The Contractor shall provide the Engineer a minimum of E dove written notice of the		
37 38	<ol><li>The Contractor shall provide the Engineer a minimum of 5 days written notice of the proposed Pre Turn-on coordination meeting date and time. As part of the minimum</li></ol>		
39	of five (5) days advance written notice of the proposed signal turn-on, a minimum of		
40	two (2) working days shall be provided with an essentially complete signal system to		
40 41	allow the Engineer to inspect the installation and equipment and cabinet wiring		
42	terminations.		
43			
44	3. Prior to the Pre Turn-on coordination meeting, the Contractor shall complete the		
45	items of work detailed in the Traffic Signal Turn-on Checklist and submit the		
46	completed checklist to the Engineer. The Traffic Signal Turn-on Checklist form will		
47	be furnished to the Contractor by the Engineer.		
48			
49	4. Prior to scheduling a turn-on date, the Contractor shall provide verification to the that:		
50			
51	a. Field tests 1, 2, 3 and 4 as specified in this section have been completed.		

b. All other field tests specified in Section 8-20.3(14) have been completed.

#### **Existing System Disruption and Restoration**

The Contractor shall use every precaution to ensure that no contract work causes disruptions to the existing systems, except those disruptions that are planned and approved in advance, as defined herein.

Existing systems include, but are not limited to, the following:

- 1. All Traffic Signal and ITS field devices, such as existing signal equipment, data collection, CCTV and detection camera systems, within the project construction limits.
- 2. Fiber optic and TWP data and video communication system.

#### **Planned Disruptions**

Contract work may require disruptions to existing systems, circuits, and equipment. The Contractor shall schedule the work and predetermine the affected system(s), extent, start time, and duration of planned disruptions.

#### Requirements

Twenty-one calendar days prior to planned disruptions of any existing system, circuit, or equipment, the Contractor shall submit to the Engineer for approval a written Disruption Request. Each Disruption Request shall include the system(s) to be affected, the disruption start date and time, and the estimated duration required. The Contractor shall submit a separate, numbered Disruption Request for each planned disruption. Disruption Request approval or rejection will be returned to the Contractor in writing by the Engineer at least seven calendar days prior to the proposed start of the disruption. The Engineer may reject a requested time or duration and verbally recommend an alternate time or duration agreeable to both the Contractor and the Contracting Agency.

The contractor shall maintain existing traffic signal in operation during construction and may convert to a four-way stop control for not more than fourteen calendar days prior to and during installation of the new mast arm signal.

#### **Restoration Procedure**

Any unplanned disruptions determined by the Engineer to be caused by the actions of the Contractor or the Contractor's representative(s) shall be corrected by the Contractor at no additional cost to the Contracting Agency.

Upon the occurrence of an unplanned disruption and subsequent notification by the Engineer, the Contractor shall immediately stop all other signal work in progress, in accordance with Section 1-08.6, and shall expend all efforts to restore the disrupted system(s) or correct the problem causing the disruption. The Contractor will not be granted an extension of time for delays caused by the repair of disrupted systems.

- 8-20.3(5) Conduit

This Section is supplemented with the following:

6<sup>th</sup> Street Preservation Phase II (Warren to Pacific Ave)

The conduit runs shown in the Plans are schematic, however, they shall be followed as closely as site conditions will allow and may be revised, as directed by the Engineer, to allow for unforeseen obstructions. Conduits installed under paved Roadway shall be located approximately parallel to the curb line, unless otherwise indicated in the Plans or directed by the Engineer. Each conduit run shall contain a 200-pound breaking strength polyolefin pull cord, which shall be tied off at both ends. All conduit installed underground shall have polyethylene underground hazard marking tape, six (6) inches wide, red, legend "Caution-Electric Line Buried Below," placed approximately twelve (12) inches above the conduit. Conduits installed for future use shall be prepared as follows: After final assembly in place, the conduit shall be blown clean with compressed air. Then, in the presence of the Engineer, a cleaning mandrel correctly sized for each size of conduit shall be pulled through to ensure that the conduit has not been deformed. As soon as the mandrel has been pulled through, both ends of the conduit shall be sealed with conduit caps. All conduits scheduled for future use shall originate in a foundation or junction box as detailed in the Plans and terminate in a junction box. All equipment grounding conductors, and the bonding conductor for metallic conduits shall be bonded in all junction boxes in accordance with Section 8-20.3(9). Existing conduit in place scheduled to receive new conductors shall have any existing conductors removed and a cleaning mandrel sized for the conduit shall be pulled through.

### **Detectable Pull Tape**

For all conduits that do not contain electrical conductors, the Contractor shall add a detectable pull tape in one of the conduits in the same trench. All other spare conduit may utilize non-detectable pull tape.

# 8-20.3(6) Junction Boxes, Cable Vaults, and Pull Boxes

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45 46 This Section is supplemented with the following:

The locations of the junction boxes as shown in the Plans are approximate and the exact locations shall be determined in the field. Junction boxes shall be located outside the Traveled Way, wheelchair ramps and landings, and driveways. The new junction box shall not interfere with any other previous or relocated installation. The lid shall also be flush with its frame and with the surrounding area whether it is Shoulder, sidewalk, or other surface. When junction boxes are installed within cement concrete areas, the Contractor shall adjust junction boxes to grade prior to pouring the cement concrete.

When junction boxes are installed or adjusted prior to construction of finished grade, premolded joint filler for expansion joints may be placed around the junction boxes. The joint filler shall be removed prior to adjustment to finished grade. Adjustments involving raising or lowering the junction boxes shall require conduit modification if the resultant clearance between top of conduit and the junction box lid becomes less than 9-inches as shown in the junction box details in the Plans. Wiring shall be replaced if sufficient slack as specified in Section 8-20.3(8) of the Standard Specifications is not maintained.

- The Contractor shall not damage any existing conduits when replacing or excavating
  existing junction boxes. The Contractor is to maintain the integrity of all junction boxes
  during reconfiguration of the conduits, installation of new conduits or when excavating.
- 50 51 Prior to the use of any existing junction box, the Contractor shall verify that sufficient 52 bending radius, as defined by the Code, is available both approaching and within the

box for the cable being installed. If such is not the case, the Contractor shall notify the Engineer, who shall be the sole judge of whether new conduit bends or a new junction box shall be installed. Damage to the junction boxes, pull boxes, cable vaults and the associated conduit system, or wiring resulting from the Contractor's operations, shall be replaced at no additional cost to the Contracting Agency.

When using an existing junction box, the Contractor shall modify the junction box such that it will be bonded to the grounding system. Junction boxes requiring adjustment within walking areas shall include replacement of non-slip resistant lids with approved slip resistant lids as determined by the Engineer.

# 8-20.3(14)A Signal Controllers

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

The second paragraph is supplemented with the City of Bremerton Engineering Design & Construction Standards Section 8-80.1.

8-20.3(17) As-Built Plans

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

This Section is supplemented with the following:

The Contractor shall keep current "pencil redline" as-built Record Drawings for any Traffic Signal and Radar detection installation and/or modification. As-built Record Drawings shall be available to the Engineer upon request and must be submitted to the Engineer.

8-20.4 Measurement

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This Section is supplemented with the following:

Measurement of "Traffic Signal System - Park" will be per lump sum.

# 8-20.5 Payment

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

This Section is supplemented with the following:

"Traffic Signal System - Park", per lump sum.

The unit Contract price for "Traffic Signal System - Park" shall be full pay for the construction of the complete new signal and electrical system and the removal of the complete existing signal and electrical systems, including street lighting systems, radar detection systems, illuminated street name signs, other traffic signs, service connection and permits, as described above and as shown in the Plans, and herein specified, including furnishing and installing new traffic signal cabinet, service cabinet, traffic signal standards, excavation, backfilling, pavement restoration for conduit installation, concrete foundations, conduit, wiring, restoring facilities destroyed or damaged during construction, removing and salvaging existing materials, and for making all required tests at 6<sup>th</sup> St and Park Ave. It shall include all labor, equipment, methods, and materials necessary to install the Radar detection system in accordance with the manufacturer's

recommendations and all applicable details and Special Provisions of the Contract Documents and the Standard Specifications. Work includes but is not limited to any required excavation and backfill, wiring and conduit, electrical grounding, in accordance with the details and Special Provisions of the Contract Documents and all applicable Standard Specifications. All additional materials and labor, not shown in the Plans or called for herein and which are required to complete the electrical system, shall be included in the lump sum Contract price.

#### **DIVISION 9** MATERIALS 9

10 11 12	9-02 Bituminous Material (******)
13	Add the following new Section:
14 15	9-02.6(1) Manufacturers
16 17 18 19	A. Acceptable Manufacturer: US based manufacturers with over 10 years of history providing elastomeric coated high tensile self-adhesive fiberglass grids.
20 21 22	B. Product shall be Tensar International Corporation GlasGrid Pavement Reinforcement System or equal product.
23 24 25	C. Other product that are proposed as "or equal" must be submitted to the Engineer for review and approval. No product shall be used without the approval of the Engineer.
23 26 27 28 29 30 31	D. Submittal for an "or equal" must provide identification of any differences in the proposed "or equal" product in the Material section of these Specifications, provide a product specification sheet, and list of 10 public arterial classification (truck loading) street project sites performed at least 5 years ago or longer and provide the year the work was performed where this product has been used in Washington State
32	9-02.6(2) Materials
33 34 35 36 37 38	The HMA reinforcement grid shall consist of a high strength, fiberglass grid custom knitted and coated with a patent-pending elastomeric polymer and self-adhesive glue. The grid is combined with a multilayer tack film designed to enhance the bond between layers of hot mix asphalt and replace conventional tack coats.
39 40 41	In addition, the HMA reinforcement grid shall have and adhere to the following Minimum Average Roll Values (MARV) for material properties and should adhere to the strength properties in Table 1 and the performance requirements of Table 2.

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# Table 1: Material Strength and Properties

	PRODUCT PROPERTIES	METHOD	UNITS	Туре 2
, m ≤	Aperture Size (Center to Center)		mm (inch)	25 x 25 (1.0 x 1.0)
	Percent Open Area	CW-02215 MOD.1	%	Greater than or equal to 50

	Fiberglass Coating			Elastomeric Polymer	1 2
	Polymer Tack Film	Integrated on Grid	%	100	3
	Mass / Unit Area	ASTM D5261	g/m² (oz/yd²)	432 (12.7)	4 5 6
	Roll Width		m (ft.)	1.5 (4.9)	7 8
Strength Properties	Fiberglas Coating Softening Point	ASTM D36	°C (°F)	Greater than (450)	23 <b>2</b> 9 10
	Tensile Strength (MD x CD)	ASTM D6637	kN/m (lb./in)	100 x 100 (571 x 571)	11 12 13
	Tensile Strength @2%	ASTM D6637	kN/m (lb./in)	80 x 80 (456 x 456)	14 15
	Elongation at Break	ASTM D6637	(%)	Less than 3	16 17
	<sup>1</sup> - Army Corp of Engine fabric.	ers test method corre	lated to light e	mitted through	18 19

		. Flouuci Fellollialic	e Requirements	
	TEST DESCRIPTION	TEST METHOD	METHOD OF MEASURE	PERFORMANC E
	Coating Softening Temperature vs. HMA Asphalt Binder Compaction Temperature Field Millability and Recyclability Validation	Temperature Comparison Field Milling of Asphalt	Job Mix Formula Compaction Temperature Requirement References or Reports	Coating Softening Point > HMA Compaction Temperature Documented Experience
Performance Requirements	Asphalt : Grid composite stiffness for durability of composite layers over life of pavement during individual and long term deformation	3Pt Beam Test at 70°F, Grid with polymer tack at mid depth relative to a control with polymer tack film – cyclic stress controlled Haversquare loading	Minimum Improvement Factor vs. Control	> 5x
	Fatigue and Reflective Cracking	MMLS3 Scaled APT <sup>1</sup> Testing vs. Control	Fatigue and Reflective Cracking Testing	> 3x
	Full Scale Plate Load Testing	Plate Load Testing vs. Control	Pavement Composite Modulus	>2x

<sup>1</sup>APT: Accelerated Pavement Testing

# 9-03 Aggregates

#### 9-03.8 Aggregates for Hot Mix Asphalt

# 9-03.8(7) Error! Bookmark not defined.HMA Tolerances, Specification Limits and Adjustments

(September 8, 2020 WSDOT GSP)

The second paragraph of item number 1 of Section 9-03.8(7) is revised to read:

These tolerance and specification limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points, except the No. 8 tolerance is  $\pm 4\%$  from the JMF, the No. 200 tolerance is  $\pm 2.0\%$  from the JMF with a minimum of 2% and a maximum of 8.0% passing the No. 200 sieve, other tolerance limits for sieves designated as 100 percent passing will be 99-100

# 9-29 Illumination, Signals, Electrical

# 9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable

- 9-29.3(2) Electrical Conductors and Cable

This Section is supplemented with the City of Bremerton Engineering Design & Construction Standards Section 8-180.

1 2 3	9-29.3(2)I (******)	Twisted Pair Communication C	Cable
4 5 6	This Section is Standards Sec		emerton Engineering Design & Construction
7 8 9	9-29.6 Light a (******)	nd Signal Standards	
10 11	This Section is sup	oplemented with the following:	
12 13 14 15 16	Steel Light and	nd materials noted in the applica	e furnished and installed in accordance with ble Standard Plans, pre-approved plans, or
17 18 19 20	Supports for H		TO Standard Specifications for Structural Traffic Signals. Welding inspection shall ction.
20 21 22 23 24			arm connecting bolts instead of lockwashers. Its tightening shall comply with Section 6-
24 25 26	Steel Light and	l Traffic signal standard types and	d applicable characteristics are as follows:
27 28	Type P	PB Pedestrian push button pos to one of the following pre-a	ts shall conform to Standard Plan J-20.10 or approved plans:
29 30 31		Fabricator	Drawing No.
32 33 34	٨	/almont Ind. Inc.	DB01165 Rev. B Sheet's 1, 2, 3 & 4 of 4
35 36 37		Ameron Pole Prod. Div.	WA15TR10-1 Rev. C and WA150TR10-3 Rev. B
38 39 40	Type PS	Type PS signal standards s one of the following pre-app	hall conform to Standard Plan J-20.16 or to proved plans:
41 42		<u>Fabricator</u>	Drawing No.
43 44 45	٨	/almont Ind. Inc.	DB01165 Rev. B Sht. 1, 2, 3 & 4 of 4
46 47 48		Ameron Pole Prod. Div.	WA15TR10-1 Rev. C and WA150TR10-2 Rev. C
49 50 51 52	Signal S	tandards: Signal Standards shall co Design & Construction Star	onform to City of Bremerton Engineering ndards section 8-210.

Foundations for various types of standards shall be as follows:

Type PPB	As noted on Standard Plan J-20.10
Type PS	As noted on Standard Plan J-21.10
Signal Standards	As noted on the plans.

- 9-29.13(3) Traffic Signal Controller
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This Section is supplemented with the following:

The controller shall be an Econolite Cobalt controller with advanced display, FSK Module, Data Key and TSP Data key. The units shall be constructed and shall operate in accordance with NEMA Publication No. TS1-1976 and Section 9.29 of the Standard Specifications. The supplier shall submit documentation with his bid detailing the brand and model number of the signal controllers proposed to be furnished for this project. The documentation shall include catalog cuts and operation details. The City reserves the right to reject any and all equipment that does not meet these specifications. All controllers shall be compatible with the Econolite Aries software. Controllers and cabinets shall be equipped to operate to the full capacity of eight vehicle phases, four pedestrian phases and four overlaps with no additional equipment or major modifications and shall be capable of operating as a fully actuated, semi-actuated, or pre-timed unit. Each unit shall be delivered pre-set to operate in conformance with the phase diagram, sequence charts, and Table I for each location which are a part of these Specifications. Two sets of controller/board schematics shall be included with the operations and programming documentation. All cabinet and control equipment shall be designed to operate under the following conditions.

- 1. An ambient temperature range of -30F to +165F.
  - 2. A relative humidity range of 5%-95% (without condensation).
- 3. A voltage range of 95 to 135 VAC RMS with a corresponding frequency ranges of 57-67 Hz. The design life of all components shall not be less than five years of continuous 24-hour a day operation. All external connections to the signal controller unit shall be made to terminals provided on the back panel. High pressure terminals shall be provided for field signal and primary power connections. Screw terminals shall be provided for all other connections.

# 9-29.13(10) Traffic Signal Controller Cabinet (\*\*\*\*\*\*)

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This Section is supplemented with the City of Bremerton Engineering Design & Construction Standards Division 8 as well as the following:

Traffic signal cabinet shall be manufactured by Cascade Signal Corp. of WA without substitution.

- 48
   Cascade Signal Corp.

   49
   9111350<sup>th</sup> St S#1444

   50
   PO Box 1444
- 51 McKenna, WA 98558

1	Tel. (360) 400-0802
2 3 4 5 6 7	<b>General</b> A City of Bremerton standard traffic signal controller cabinet shall be a NEMA Type 'XP'. The traffic signal cabinet(s) built to NEMA TS1 standards shall be supplied in compliance with Section 9-29.13, Traffic Signal Cabinet of the Standard Specification 1998 and modified as stated herein.
8 9 10 11 12	The traffic signal cabinet installation and testing shall include all system components necessary for the operating system connection. Any new traffic signal installations shall be coordinated at the time of turn-on.
12 13 14	The following are requirements for all Bremerton cabinets:
14 15 16 17	1. The cabinet shall be natural aluminum minimum thickness of 0.125 inches, the interior cabinet shall be powder coated white.
18 19	2. All sheet metal products incorporated within this cabinet are to be aluminum, shall be a minimum thickness of 0.080 inches and are to be painted white.
20 21 22	3. The dimensions shall be 67" High x 44" Wide x 26" Deep.
23 24 25 26 27	4. No vertical seams shall be allowed except for the attachment of the panels above and below the door. The cabinet sidewalls and back shall be fabricated of one continuous piece of sheet aluminum. All interior seams shall be continuously welded.
28 29 30 31 32 33 34	5. The roof shall be fabricated of one (1) continuous piece of sheet aluminum and shall incorporate a plenum to which the fan will be mounted from the inside of the cabinet to provide forced air ventilation. The ventilation exhaust opening of the unit shall be underneath the front overhang and shall have a screen. The roof section shall be welded to the main cabinet body. Continuous top corner welds will be allowed.
35 36	<ol> <li>The cabinet interior shall have a factory applied corrosion resistant prime coat. Cabinet interior to be powder coated white and the shelves shall be white.</li> </ol>
37 38 39 40	<ol> <li>The Cabinet shall be base mounted. The Type 'XP' cabinets shall have four (4) mounting holes on the bottom of the unit. The mounting holes will be:</li> </ol>
41 42 43	Center to center width40- 5/8"Center to center in depth18-1/2"
43 44 45 46	8. The main door of the cabinet shall include a police door. Stainless steel hinges shall support both the main door and police door.
47 48	9. The main door shall be equipped with a three-(3) point latching mechanism, fabricated from heavy gauge steel with steel locking rods and twin nylon rollers.

1 2 3	This mechanism is to be cadmium plated. Main door shall be provided with a doorstop to securely hold the door open at 90 degrees, 120 degrees, and 180 degrees.
4	10. Included with the main door shall be a replaceable filter, 12" x 16" x 1", which shall
5	be located behind the louvered vents and secured with holding clips or spring. The
	filter shall be "GPF HP8 12 16 1"
6 7	
	11. Deer handle shall be made of staiplace steel and have a provision for nodleaking
8	11. Door handle shall be made of stainless steel and have a provision for padlocking.
9	
10	12. Two (3) shelves or more shall be included and shall be of sufficient depth to store
11	equipment, and painted white.
12	
13	13. A pullout shelf with an internal document storage compartment mounted under but
14	near the controller position. The document drawer shall have a nominal storage
15	area of approximately 17" W x 12" D x 1H" H as approved by the Engineer.
16	
17	14. All mounting hardware used in the cabinet, whether it is used to secure equipment
18	or some portion of the cabinet itself, shall be stainless steel or nickel plated brass.
19	
20	15. The cabinet shall be supplied with a Best Lock, Best CX-1, Blue Construction Core
21	for the main door and a standard police lock for the police door. The lock cores
22	shall be BEST 6-pin. The contractor shall coordinate the purchase of sufficient
23	quantity of cores including one spare. The contractor shall coordinate the purchase
24	of lock cores with the vendor and the City of Bremerton for delivery directly to the
25	City of Bremerton Electronics Shop. The core shall be 1C6E1-626 and a small
26	format interchangeable core (SFIC). Two (2) keys for each lock shall be included.
27	
28	16. A door switch shall be provided on the signal cabinet door interfacing with the
29	signal conflict monitor. In the event that the conflict monitor has been left
30	disconnected, the signal display shall immediately flash when the signal cabinet
31	door is closed. A second door switch shall be provided to operate the cabinet light.
32	A third door switch (NO) shall be installed for the MMU backup. This switch works
33	in conjunction with the MMU Disable switch located on the control panel.
34	,
35	17. A detector input panel shall be provided on the left side wall of the cabinet and shall
36	be labeled as directed by the city Bremerton.
37	
38	18. A detector matrix panel shall be provided between the detection processing output
39	and the controller input. This panel shall be mounted on the left side wall in front of
40	shelves and near the top. This panel shall use connectors in compliance with the
41	city standard to terminate the controller D cable. All detector outputs and controller
42	inputs on the "A" "B" "C" and "D" connectors shall be made on this panel. This
43	panel shall be universally functional with any NEMA TS1 controller. This is the "U"
44	panel.
45	h =

19. The detection racks shall be mounted on the middle shelf of the cabinet. The detector racks are required, the slots shall be labeled on the face of the shelf indicating the detector number for each channel. The detector numbers shall be per the plans, details and Detector Input Panel.

#### **Preemption Indicator Light**

The preemption indicator light shall be energized when the emergency vehicle preemption system is in operation. Said light shall turn on when a phase is preempted and the priority green is displayed. There shall be one indicator light for each of the four emergency vehicle preempt channels.

#### Power Requirements

The controller cabinet and all associated equipment shall be designed for use on 120 volts, 60 Hz. single phase alternating current.

#### Loadbay

 The controller cabinet shall contain a loadbay panel with the following minimum requirements:

- 1. The loadbay shall be wired for 8 vehicle phases, 4 pedestrian phases, 4 overlap phases and 16 loadswitch positions.
- 2. The loadbay shall incorporate a swing down design to facilitate ease maintenance and repair. It shall have service loops with sufficient slack to allow for the load bay to swing down without any of the harnesses being unsecured. Panels mounted on the sides, and shelves shall not interfere with the swing down operation. The loadbay width shall exceed 35". To obtain this size, loadswitch sockets may be on 1.875" centers.
- 3. The loadbay shall be located in the front of the rear wall of the cabinet.
- 4. Terminal blocks for terminating field wiring shall be extended out so they are not under the loadswitches. No wires are permitted on the field side of the blocks. This includes wires for flash control.
- 5. Flash programming shall be done with the use of 9 pin Molex connectors. The connectors shall also provide a means to select which flasher circuit is used. The pin assignments of these connectors shall be approved by the city of Bremerton.
- 6. The loadbay shall be designed with a logical and intuitive layout to facilitate maintenance. Immediately above each phase loadswitch shall be a vertical terminal block that will terminate all controller functions for that phase.
- 7. The loadbay shall be designed to incorporate the use of supplemental loads. These loads shall be chassis mounted. The use of "sky hooks" to mount components is unacceptable. Supplemental load resistors are to be provided for all odd phase Red, Yellow. Additionally 6 more supplemental load resistors' shall be installed and connected to AC-. The other side shall be wired, with the wires brought to the front side and capped and tied back in the vicinity of the field blocks. This is for city use.
- 6<sup>th</sup> Street Preservation Phase II (Warren to Pacific Ave)

1	8. All pedestrian monitor input wires shall be terminated on banana jacks to allow
2	easy reprogramming in the future.
3	
4	9. All load switches, flasher, and flash transfer relay sockets shall be mounted with
5	screws. Clip mounting is unacceptable.
6	
7	The loadbay shall be a Cascade Signal Corporation assembly #361 or a pre-approved
8	equal.
9	Technician Test Danel
10 11	Technician Test Panel
12	The maintenance panel shall be hinged for easy interior access. The maintenance panel shall have the GFI and have the following switches and indicators:
13	shall have the OFF and have the following switches and indicators.
14	Flash/Automatic - The requirement for a controller restart as defined in 9-29.13(2) 3. is
15	deleted.
16	
17	Stop Time - 3-position switch, On - OFF- On Flash (with Stop Time indicator light, LED).
18	
19	Controller Power - On / Off. This switch will only operate if the Flash/Automatic switch
20	on the control panel is in the flash position
21	
22	Red Rest - On / Off, with LED indicator light.
23	
24	Vehicle Call - Push buttons - Phase 1 through 8
25	Red Call & Desition Dress 1 through 0 ON OFF TECT
26 27	Ped Call - 3 Position - Phase 1 through 8. ON-OFF-TEST
28	Preemption - Test push buttons - A, B, C, & D
29	$\underline{Freenplion} = \operatorname{rest} push builders = A, B, C, A, D$
30	MMU Disable - Push button switch. When pushed the MMU will be disabled for 30
31	seconds.
32	
33	A heavy gauge vinyl plastic pouch shall be attached to the inside of the cabinet door.
34	The pouch shall be approximately 12" X 17" and large enough to accommodate a copy
35	of the cabinet wiring diagram, controller manual and documentation for other
36	accessories.
37	
38	Police Panel
39	The police panel shall be located behind the police door on the main door of the cabinet.
40	The police panel shall include switches for the following:
41	Auto Electry This switch will serve the controller to restart when aging to the Auto
42 43	<u>Auto – Flash</u> : This switch will cause the controller to re-start when going to the Auto mode.
43 44	mode.
45	Light, Fan and Thermostat Assembly
46	The fan and thermostat assemblies shall be located on the top inside of the cabinet and
47	shall be attached to the plenum. One (1) complete fan assembly shall be furnished in
48	each cabinet. The cabinet light is to be an LED and operated by a NC door operated
49	switch.
50	
51	An additional cabinet light shall be provided beneath the drawer above the loadbay. It
52	shall not move with the drawer.

The fan shall be rated at 100-CFM minimum and shall have ball bearings. Sleeve bearings are expressly forbidden. The fan shall have screened covers.

The thermostat shall be 120 VAC and have a temperature rating of 70 to 120 degrees Fahrenheit. An RC network shall be provided across the positive and negative inputs to the fan.

#### Flasher

The flasher shall be NEMA and shall be two circuit with indicator lights. The unit shall be rated for fifteen (15) amps per circuit through the entire NEMA temperature range. Flasher shall be Reno FL-200 or pre-approved equal.

#### Flash Transfer Relay

Flash transfer relays shall be provided with each cabinet. Six (6) each shall be supplied with the Type 'XP' cabinet and three (3) each shall be supplied with the Type 'M' cabinet. Flash transfer relay shall be Reno TR-200 or pre-approved equal.

#### Loadswitches

The loadswitches shall be Reno LS-200 or pre-approved equal. Loadswitch shall be a three-(3) function, NEMA and shall have LED indicator lights that show the input side of the relay. The unit shall be rated for a minimum of ten (10) amps per circuit through the entire NEMA temperature range. Sixteen loadswitches are to be provided with 'XP' cabinet. All others should be fully populated for the loadbay provided.

#### **Detector Input Panel**

An input terminal panel shall be provided. The Detector Input Panel shall be composed of 3 columns of 3 terminal strips in each column, with a minimum of twelve (12) terminals per strip. The terminals shall be numbered in compliance with the city of standard. Terminal strips for up to 32 channels of loop detectors. All detector loop connections shall be soldered.

Additionally terminations shall be provided for 4 channels of Opticom. Each channel shall have a landing terminal for up to 3 inputs.

Pedestrian landing terminals shall be provided for all 8 peds. A common and a return for each.

#### Detector Card Gages

3 Detector card cages are required. 2 of them shall be Reno M-12D-PS-8/2-SP or preapproved equal. These shall be setup to use 8 2 channel detectors and have slot to accommodate a Reno SP301 module. No rack mount PS is to be provided. The third card cage shall be CSC M2504-1 or pre-approved equal. This card cage shall be wired to accommodate Opticom. Detector power is provided by shelf mount power supply. CSC PS109 or pre-approved equal.

- 47 Detector assignment shall be compliant to the city of Bremerton standard.
  - "U" Panel

The controller cabinet shall be provided with a universal raised "U" Panel, with a connector attached in lieu of a cable. A cable shall be provided to work with the controller in use at a specific location. The attached connectors shall be 206039-1 and 206438-1.

Pin assignments shall be consistent with Bremerton standards. The panel shall contain four 20 position feed through terminal blocks, and one 6 position terminal block. The function and layout of these terminal blocks shall be consistent with Bremerton standards. The panel shall be a Cascade Signal Corporation assembly # 362 or a pre-approved equal.

The input to the traffic signal controller from the detection rack shall be via the U Panel which will permit the outputs to be assigned to a specific pin on the "D" connector. The detector identity number in the field shall be identified on the input side of the terminal and the output side shall be identified by the detector number going to the "D" connector. The panel shall permit any field detector to be input to the controller through this U Program Panel.

The U Panel shall be raised and have ten 20 position feed through terminal blocks. The first terminal block shall be the input to the controller's normal 8 phase inputs. The second, third blocks shall be the call outputs from the detector racks. The fourth block shall be the inputs to the D cable. The fifth and seventh blocks shall go to the detector delay inhibit inputs. The fifth block shall be the controller green and red outputs. The eighth block shall be used for EVP functions. The Detection Program Panel shall be a Cascade Signal Corporation assembly #364 or a pre-approved equal.

#### Documentation

All cabinet wiring shall be incorporated into one schematic drawing. Multiple drawings shall not be allowed. One drawing shall be provided with each cabinet.

Operation/Repair Manuals on each different piece of equipment shall be provided with each cabinet.

#### **Cabinet Quality**

The cabinet shall be tested prior to being shipped by the manufacturer. All discrepancies found during testing shall be corrected prior to shipping. The testing shall include but need not be limited to the following:

- 1. The COV specifications need to be read and compared to the built cabinet. They must agree.
  - 2. The cabinet needs to have power applied to it and all functions verified as working.
  - 3. The cabinet must be tested to include all capabilities provided. All loadbay positions must be tested, even if only two are used for present.
- 4. All loop detectors must be tested from the point of field hook up to controller input.

Any questions that come up should be addressed to the Engineer for clarification before the cabinet is delivered.

The City of Bremerton expects to receive a cabinet that is built to specification. Contracting agency will perform the final testing of the cabinet.

#### 50 9-29.18 Vehicle Detector

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

1 2	This Section is supplemented with the following:
3	Radar Detection shall be manufactured by Wavetronix without substitution.
4 5	Wavetronix 78 E 1700 S
5	
6	Provo, UT
7	Tel. (801) 738-7200
8	/++++
9	(*****)
10	A del the fallowin many Orations
11	Add the following new Section:
12	
13	9-29.18(3) Radar Detectors
14	
15	Equipment List:
16	
17	Cabinet Interface Device   Model No. WX-102-0416
18	This item shall govern the purchase and installation of a cabinet interface device (CID)
19	equivalent to the Wavetronix Click 650. Test results and other documentation
20	demonstrating performance and capabilities shall be provided.
21	
22	The CID shall be a module that provides power and surge protection and that
23	communicates with contact closure devices, ethernet and controllers through SDLC. The
24	CID shall be shipped with the AC power cord, jumper cables and terminal blocks
25	necessary for wiring it, as well as with an extra fuse.
26	
27	The CID shall not exceed 5 lbs. (2.25 kg) in weight and shall not exceed 7.8 in. x 10.3
28	in. x 3.9 in. (19.8 cm x 26.2 cm x 9.9 cm) in its physical dimensions. The CID shall
29	operate in the temperature range of -29°F to 165°F (-34°C to 74°C) and in humidity up
30	to 95% RH.
31	
32	The CID shall be shelf-mounted. It shall be capable of being mounted on the side of
33	the traffic cabinet with the aid of U-channel mounting brackets. The power supply
34	voltage of the CID shall be 90 to 260 VAC. Its AC frequency shall be 50–60 Hz and the
35	maximum power shall be 75 W at 80°C. The CID's sensor connectors shall output 24
36	VDC.
37	
38	The CID shall include the following connections for power and communication:
39	
40	An IEC AC input.
41	<ul> <li>Four terminal block connectors for connecting to sensors. These connectors</li> </ul>
42	shall be for terminating cables that carry power and RS-485 communications to
43	and from the sensors.
44	<ul> <li>Four RJ-11 jacks for sending detection data from sensors to contact closure</li> </ul>
45	devices such as rack cards via jumper cables. This data shall be sent via RS-
46	485. These jacks shall make up the physical interface of a dedicated data bus.
47	<ul> <li>Four other communication ports. These ports shall make up the physical</li> </ul>
48	interface of a dedicated control bus and shall allow users to connect to the
49	sensors and configure them.
50	<ul> <li>DB-9 port for communicating via RS-232</li> </ul>
51	<ul> <li>Two RJ-11 jacks for communicating via RS-485</li> </ul>

1 2 3 4	<ul> <li>USB mini-B connector</li> <li>T-bus port for connecting to a T-bus</li> <li>An RJ-45 10/100 Ethernet port to allow connection to a local network.</li> <li>An SDLC port for direct connection to a traffic controller.</li> </ul>
5 6	The CID shall have the following other features:
7 8 9 10 11 12 13 14 15 16 17 18 19 20	<ul> <li>Four multicolored LEDs with activity-indicating functions: <ul> <li>An LED that indicates when the device has power</li> <li>An LED that indicates if the device has been disabled by surges</li> <li>An LED that indicates when data is being transmitted on the control bus</li> <li>An LED that indicates when data is being received on the control bus.</li> </ul> </li> <li>Four jacks that make up the physical interface of the data bus (and that each correspond to one sensor) shall have a switch for turning their corresponding sensor of and an LED that indicates when that sensor has power.</li> <li>A switch for turning power of for the entire device.</li> <li>An OLED panel on the device with a keypad for device configuration.</li> <li>A web interface for device configuration, accessible through a web browser from a network-connected device.</li> <li>The CID configuration shall support up to 64 detector channels.</li> </ul>
21 22 23 24	The CID shall comply with the applicable standards stated in the NEMA TS2-2003 Standard. Test results shall be made available for each of the following tests: • Shock pulses of 10g, 11 ms half sine wave
25 26 27	<ul> <li>Vibration of 0.5 Grms up to 30 Hz</li> <li>300 V positive/negative pulses applied at one pulse per second at minimum and maximum AC supply voltage</li> </ul>
28 29 30 31 32 33	<ul> <li>Cold temperature storage at -49°F (-45°C) for 24 hours</li> <li>High temperature storage at 185°F (85°C) for 24 hours</li> <li>Low temp, low DC supply voltage at -29.2°F (-34°C) and 89 VAC</li> <li>Low temp, high DC supply voltage at -29.2°F (-34°C) and 135 VAC</li> <li>High temp, high DC supply voltage at 165.2°F (74°C) and 135 VAC</li> <li>High temp, low DC supply voltage at 165.2°F (74°C) and 89 VAC</li> </ul>
34 35 36 37 38 39 40	The CID shall be FCC-compliant. Before shipping, each CID shall have passed a manufacturer's test. The sensor ports of the CID shall conform to IEC/EN 61000-4-5 level 4 standards; the AC input of the CID shall conform to IEC/EN 61000-4-5 level 3 standards. Extended support options shall be available. Contact the manufacturer's representative for more information.
40 41 42 43	The CID shall be warranted to be free from material and workmanship defects for a period of two years from date of shipment.
43 44 45 46 47 48 49 50	Detection Rack Cards   Model No. WX-CLK-112 This item shall govern the purchase and installation of a detector rack card (DRC) equivalent to the Wavetronix Click 112. The DRC shall be used to output contact closure data from a radar vehicle sensing device (RVSD) equivalent to the Wavetronix SmartSensor™. Test results and other documentation demonstrating performance and capabilities shall be provided.

1	The DBC shall convert real time serial data from the DVSD to contact alcours data
1 2	The DRC shall convert real-time serial data from the RVSD to contact closure data, providing 2-channel contact closure outputs. The device shall plug into a detection card
3	slot and have two independent RS-485 buses.
4	
5	The two-channel DRC shall not exceed 0.25 lbs. (0.11 kg) in weight and shall not
6	exceed 8.3 in. x 4.5 in. x 1.2 in. (21.1 cm x 11.4 cm x 3 cm) in its physical dimensions.
7	The DRC shall operate over a temperature range of -29°F to 165°F (-34°C to 74°C)
8	and up to 95% humidity.
9	
10	The DRC shall mount in an input file rack slot. The DRC shall accept 9–30 VDC and
11	shall operate using 1 W of average power. It shall have a 44-way edge connector for
12 13	detection and power and shall also have four RJ-11 jacks, two each for its two RS-485
13	buses.
15	The DRC shall have two independent RS-485 buses, allowing it to be configured
16	without interfering with data communication. Connection to the detector rack shall allow
17	The DRC to pass vehicle information to a traffic controller via contact closures.
18	···· -···
19	The DRC shall support baud rates of 1200 bps, 2400 bps, 4800 bps, 9600 bps, 19200
20	bps, 38400 bps and 57600 bps. It shall feature separate DIP switches for baud rate
21	and channel mapping selection. When these switches are on, faceplate and software
22	configuration options shall be disabled.
23	The DDC shall have a made switch far controlling many energian. It shall have three
24 25	The DRC shall have a mode switch for controlling menu operation. It shall have three banks of LEDs.
26	Dariks of LEDS.
27	The first bank shall have red LEDs used for detection; these shall indicate the current
28	detection state.
29	
30	The second bank of LEDs shall aid in viewing and setting menu options and shall
31	consist of red LEDs.
32 33	The third bank shall display menu items for selecting; they shall also have the following
34	status-indicating functions:
35	
36	<ul> <li>One LED shall illuminate to indicate the DRC has power</li> </ul>
37	One LED shall illuminate to indicate when the device is transmitting data
38	One LED shall illuminate to indicate when the device is receiving data
39	
40	The DRC faceplate configuration features shall support the configuration of baud rate
41	and channel mapping settings.
42	The DDC shall be previded with configuration activers that
43 44	The DRC shall be provided with configuration software that:
44	Runs on both a Pocket PC and a Windows desktop or laptop PC (Windows XP
46	and newer)
47	<ul> <li>Configure serial communication settings including serial baud rates</li> </ul>
48	Configures channel mapping settings
49	Can remotely and directly upgrade the DRC firmware to add new features to
50	the DRC
51	Can save/open a configuration to/from a file. This allows a common
52	configuration to be easily programmed into many devices.

1 2 3 4	<ul> <li>Has a customizable driver that is stored in an XML file that describes the settings for a device as well the graphical user interface for that driver in the configuration software.</li> </ul>
5 6 7 8 9	The DRC shall output traffic data as contact closures specified by the RVSD. The DRC shall enter a fail-safe mode if it loses communications with the RVSD for more than ten seconds. In fail-safe mode, all channel outputs shall be asserted. The DRC shall exit fail-safe mode when communication with the RVSD is restored.
9 10 11 12 13 14 15 16	The DRC shall comply with the EN 61000-4-5 Class 4 lightning surge protection on the DC input. The DRC shall dissipate up to a 600 W power surge received on any contact closure output terminal. The contact closure output terminals on the DRC shall be able to withstand 50 V continuously. The contact closure outputs shall be less than 8 ohms in conduction state. Outputs in a non-conducting state shall leak less than 1uA. They shall also be able to switch up to 150 mA.
17 18 19 20	The DRC shall have flash memory that can be remotely upgraded to add functionality to the firmware when new features have been developed to improve the performance of the installation.
21 22 23	Before shipping, each DRC shall have passed a manufacturer's test. The DRC shall comply with the applicable standards stated in the NEMA TS2-2003 Standard. Extended support options shall be available.
24 25 26 27	The DRC shall be warranted to be free from material and workmanship defects for a period of one year from date of shipment.
28 29 30 31	SmartSensor Matrix   Model No. WX-SS-225 This item shall govern the purchase of aboveground radar presence detector (RPD) equivalent to the Wavetronix SmartSensor™ Matrix.
32 33 34	An RPD detects vehicles by transmitting electromagnetic radar signals through the air. The signals bounce off vehicles in their paths and part of the signal is returned to the RPD. The returned signals are then processed to determine traffic parameters.
35 36 37 38	RPDs are not affected by normal weather and environmental conditions such as rain, wind, dry snowfall, moist snowfall, dust, etc. They also do not require cleaning and can maintain performance over a wide range of ambient temperatures.
39 40 41 42	RPDs provide a non-intrusive means of detecting traffic. This property not only makes them safer to install but also more cost effective than sensors that require roadway modifications or placement.
43 44 45 46 47 48 49	The RPD shall present real-time presence data in 10 lanes and support a minimum of 16 zones and 16 channels. The RPD shall support user-selectable zone to channel mapping and use AND logic to trigger channels when all selected zones are active. The RPD shall use OR logic to combine multiple zones to a channel output and shall have channel output extend and delay functionality.
49 50 51 52	The RPD algorithms shall mitigate detections from wrong way or cross traffic and have fail-safe mode capabilities for contact closure outputs if communication is lost.

The RPD shall be able to detect and report presence in lanes with boundaries as close as 6 ft. (1.8 m) from the base of the pole on which the RPD is mounted. The RPD shall be able to detect and report presence in lanes located within the 140 ft. (42.7 m) arc from the base of the pole on which the RPD is mounted. It shall be able to detect and report presence for vehicles within a 90-degree field of view and up to 10 lanes. The RPD shall also be able to detect and report presence in curved lanes and areas with islands and medians. For each approach to be detected, one RPD corner radar shall be used. Each RPD shall be used with a preassembled backplate or a cabinet interface device. If a traffic cabinet preassembled backplate, it shall have the following: AC/DC power conversion Surge protection • Terminal blocks for cable landing • Communication connection points • The preassembled backplate for the RPD shall be a cabinet side mount or rack • mount If a cabinet interface device, it shall be a single device that performs the following functions: Provide DC power to up to four connected sensors • Provide surge protection for those sensors • Communicate between the device and a connected computer Communicate with contact closure devices and/or a traffic controller The RPD may use contact closure input file cards with 2 or 4 channel capabilities. The contact closure input file cards for the RPD shall be compatible with industry standard detector racks. The RPD shall not require cleaning or adjustment to maintain performance. The RPD shall not rely on battery backup to store configuration information, thus eliminating any need for battery replacement. Once the RPD is calibrated, it shall not require recalibration to maintain performance unless the roadway configuration changes. The mean time between failures shall be 10 years, which is estimated based on manufacturing techniques. The RPD shall not exceed 4.2 lbs. (1.9 kg) in weight and shall not exceed 13.2 in. by 10.6 in. by 3.3 in. (33.5 cm x 26.9 cm x 8.4 cm) in its physical dimensions. All external parts of the RPD shall be ultraviolet-resistant, corrosion-resistant, and protected from fungus growth and moisture deterioration. The RPD shall be enclosed in a Lexan EXL polycarbonate. The enclosure shall be classified "f1" outdoor weatherability in accordance with UL 746C. The RPD shall be classified as watertight according to the NEMA 250 standard. The RPD enclosure shall conform to test criteria set forth in the NEMA 250 standard for type 4X enclosures. Test results shall be provided for each of the following type 4X criteria: • External icing (NEMA 250 clause 5.6)

Hose-down (NEMA 250 clause 5.7)

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1	<ul> <li>4X corrosion protection (NEMA 250 clause 5.10)</li> </ul>
2	Gasket (NEMA 250 clause 5.14)
3	
4	The RPD shall be able to withstand a drop of up to 5 ft. (1.5 m) without compromising
	· · · · · ·
5	its functional and structural integrity. RPD enclosure shall include a connector that
6	meets the MIL-C-26482 specification. The MIL-C-26482 connector shall provide
7	contacts for all data and power connections.
8	
9	The RPD shall consume less than 10 W and operate with a DC input between 10 VDC
10	and 28 VDC. The RPD shall have onboard surge protection.
11	The RPD shall have two communication ports, and both ports shall communicate
12	independently and simultaneously.
13	
14	(Two independent communication ports allow one port to be used for configuration,
15	verification and traffic monitoring without interrupting communications on the dedicated
16	data port.)
17	
18	The RPD shall support the upload of new firmware into the RPD's non-volatile memory
19	over either communication port.
20	
21	The RPD shall support the user configuration of the following:
22	The full bolian support the door bolingeration of the following.
23	Response delay
23	<ul> <li>Push port</li> </ul>
24 25	• Push port
	The communication nexts shall support a 0600 kms have rate
26	The communication ports shall support a 9600-bps baud rate.
27	The DDD shall be desired with a restrict of 40 residence
28	The RPD shall be designed with a matrix of 16 radars.
29	
30	(The matrix of 16 radars enables the sensor to provide detection over a large area and
31	to discriminate lanes.)
32	
33	The circuitry shall be void of any manual tuning elements that could lead to human
34	error and degraded performance over time. All transmit modulated signals shall be
35	generated by means of digital circuitry, such as a direct digital synthesizer, that is
36	referenced to a frequency source that is at least 50 parts per million (ppm) stable over
37	the specified temperature range, and ages less than 6 ppm per year. Any
38	upconversion of a digitally generated modulated signal shall preserve the phase
39	stability and frequency stability inherent in the digitally generated signal.
40	
41	(This specification ensures that, during operation, the RPD strictly conforms to FCC
42	requirements and that the radar signal quality is maintained for precise algorithmic
43	quality. Analog and microwave components within an RPD have characteristics that
44	change with temperature variations and age. If the output transmit signal is not
45	referenced to a stable frequency source, then the RPD is likely to experience
46	unacceptable frequency variations which may cause it to transmit out of its FCC
47	allocated band and thus will be non-compliant with FCC regulations.)
48	, O
49	The RPD shall not rely on temperature compensation circuitry to maintain transmit
50	frequency stability.
51	

1 2 3 4	(Temperature-based compensation techniques have been shown to be insufficient to ensure transmit frequency stability. One reason this type of technique is not sufficient is that it does not compensate for frequency variations due to component aging.)
5 6 7	The bandwidth of the transmit signal of the RPD shall not vary by more than 1% under all specified operating conditions and over the expected life of the RPD.
8 9 10 11 12 13 14	(The bandwidth of an RPD directly affects the measured range of a vehicle. A change in bandwidth causes a direct error in the measured range, i.e., a 5% change in bandwidth would cause a range error of 10 ft. (3 m) for a vehicle at 200 ft. (61 m). If the bandwidth changes by more than 1% due to seasonal temperature variations and component aging, then the RPD will need to be frequently reconfigured to maintain the specified accuracy.)
15	The RPD antennas shall be designed on printed circuit boards.
16 17 18 19	(Printed circuit board antennas eliminate the need for RF connectors and cabling that result in decreased reliability. Printed circuit antennas are less prone to physical damage due to their extremely low mass.)
20 21 22 23 24 25	The vertical beam width of the RPD at the 6 dB points of the two-way pattern shall be 65 degrees or greater. The antennas shall cover a 90-degree horizontal field of view. The sidelobes in the RPD two-way antenna pattern shall be -40 dB or less. Low sidelobes ensure that the performance from the antenna beam widths is fully achieved.
25 26 27	The RPD shall transmit a signal with a bandwidth of at least 245 MHz.
27 28 29 30 31 32	(The bandwidth of the transmit signal translates directly into radar resolution, which contributes directly to detection performance. For example, an RPD that transmits at a low bandwidth will have low radar resolution, which could cause it to count a single vehicle as two vehicles in adjacent lanes. As another example of the adverse effects of low radar resolution, the response from a sign or other radar target in the roadway may
34 35 36 37 38	split over into the lanes of travel and desensitize the radar. In order to achieve the specified detection accuracy in a variety of conditions, the unwindowed radar resolution cannot be larger than 2 ft. (0.6 m) at the half-power level, which requires a bandwidth of 240 MHz. The high radar resolution reduces the problem of vehicle responses getting drowned out by brighter vehicles in adjacent lanes and improves performance for moving and stopped vehicles near roadway targets.)
40 41 42 43	The RPD shall provide at least 8 RF channels so that multiple units can be mounted in the same vicinity without causing interference between them. The RPD shall have a self-test that is used to verify correct hardware functionality and shall have a diagnostics mode to verify correct system functionality.
45 46 47 48 49 50 51	The RPD shall have a method for automatically defining traffic lanes, stop bars and zones without requiring user intervention. This auto-configuration process shall execute on a processor internal to the RPD and shall not require an external PC or other processor. The auto-configuration process shall work under normal intersection operation and may require several cycles to complete. The auto-configuration method shall not prohibit the ability of the user to manually adjust the RPD configuration. The RPD shall support the configuration of lanes, stop bars and detection zones in 1-ft.
35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50	resolution cannot be larger than 2 ft. (0.6 m) at the half-power level, which requires a bandwidth of 240 MHz. The high radar resolution reduces the problem of vehicle responses getting drowned out by brighter vehicles in adjacent lanes and improves performance for moving and stopped vehicles near roadway targets.) The RPD shall provide at least 8 RF channels so that multiple units can be mounted in the same vicinity without causing interference between them. The RPD shall have a self-test that is used to verify correct hardware functionality and shall have a diagnostics mode to verify correct system functionality. The RPD shall have a method for automatically defining traffic lanes, stop bars and zones without requiring user intervention. This auto-configuration process shall execute on a processor internal to the RPD and shall not require an external PC or other processor. The auto-configuration process shall work under normal intersection operation and may require several cycles to complete. The auto-configuration. The

1 (0.3-m) increments. (When lanes have variable widths or have variable spacing (e.g. 2 gore between lanes), precise resolution is necessary.) 3 4 The RPD shall include graphical user interface software that displays all configured lanes and the current traffic pattern using a graphical traffic representation. (A visual 5 6 representation of traffic patterns allows an installer to quickly associate specific 7 detections with corresponding vehicles, and it facilitates verification of RPD 8 performance.) 9 The RPD shall include the ability to do counting and pulsed channels. The graphical 10 interface shall operate on Windows Mobile, Windows XP, Windows Vista, Windows 7, 11 Windows 8, and Windows 10 in the .NET framework. The software shall support the 12 13 following functionality: 14 15 • Operate over a TCP/IP connection Give the operator the ability to save/back up the RPD configuration to a file or 16 17 load/restore the RPD configuration from a file 18 • Allow the backed-up sensor configurations to be viewed and edited 19 • Provide zone and channel actuation display Provide a virtual connection option so that the software can be used without 20 21 connecting to an actual sensor 22 Local or remote sensor firmware upgradability 23 24 The RPD shall maintain accurate performance in all weather conditions, including rain, 25 freezing rain, dry snowfall, moist snowfall, wind, dust, fog and changes in temperature and light, including direct light on sensor at dawn and dusk. The RPD shall maintain 26 27 accurate performance with ice and dry snow buildup on the sensor front. RPD 28 operation shall continue in rain up to 1 in. (2.5 cm) per hour. The RPD shall be capable 29 of continuous operation over an ambient temperature range of -40°F to 165.2°F (-40°C 30 to 74°C) and a relative humidity range of 5% to 95% (non-condensing). 31 32 (Dry snow and moist snow are terms defined by the International Hydrological Program 33 of the United Nations in the publication "The International Classification For Seasonal 34 Snow on the Ground." Dry snow has a water volume content of 0% and moist snow has water content of less than 3%. Wet snow has higher fractional volumes of water 35 and varying fractional volumes of air. Depending on the precipitation rate and the 36 37 fractional volumes of ice. air, and water, the RPD shall be capable of continuous 38 operation in wet snowfall. For example, with typical fractional volumes of ice, air, and water the RPD shall be capable of continuous operation in wet snowfall with a 39 40 precipitation rate less than 1 in. per hour (2.5 cm) per hour. Furthermore, as instructed 41 in the user documentation, the sensor should be installed with a down tilt for accurate 42 detection. A down tilt alignment will also help shield the sensor front and minimize the 43 possibility of dry, moist, and wet snow buildup in extreme weather conditions.) 44 45 Each RPD shall be certified by the Federal Communications Commission (FCC) under CFR 47, part 15, section 15.249 as an intentional radiator. The FCC certification shall 46 47 be displayed on an external label on each RPD according to the rules set forth by the 48 FCC. The RPD shall comply with FCC regulations under all specified operating 49 conditions and over the expected life of the RPD. The RPD shall be tested under IEC 50 61000-4-5 class 4. 51 52 The RPD shall comply with the applicable standards stated in the NEMA TS 2-2003

1	standard. Third party test results shall be made available for each of the following
2	tests:
3	
4	<ul> <li>Shock pulses of 10 g, 11 ms half sine wave</li> </ul>
5	Vibration of 0.5 g up to 30 Hz
6	<ul> <li>300 V positive/negative pulses applied at one pulse per second at minimum</li> </ul>
7	and maximum DC supply voltage
8	<ul> <li>Cold temperature storage at -49°F (-45°C) for 24 hours</li> </ul>
9	<ul> <li>High temperature storage at 185°F (85°C) for 24 hours</li> </ul>
10	<ul> <li>Low temp, low DC supply voltage at -29.2°F (-34°C) and 10.8 VDC</li> </ul>
11	<ul> <li>Low temp, high DC supply voltage at -29.2°F (-34°C) and 26.5 VDC</li> </ul>
12	<ul> <li>High temp, high DC supply voltage at 165.2°F (74°C) and 26.5 VDC</li> </ul>
13	<ul> <li>High temp, low DC supply voltage at 165.2°F (74°C) and 10.8 VDC</li> </ul>
14	
15	The RPD shall be manufactured and assembled in the USA. The internal electronics of
16	the RPD shall utilize automation for surface mount assembly, and shall comply with the
17	requirements set forth in IPC-A-610C Class 2, Acceptability of Electronic Assemblies.
18	The RPD shall undergo a rigorous sequence of operational testing to ensure product
19	functionality and reliability. Testing shall include the following:
20	······································
21	<ul> <li>Functionality testing of all internal sub-assemblies</li> </ul>
22	<ul> <li>Unit level burn-in testing of 48 hours' duration or greater</li> </ul>
	• •
23	<ul> <li>Final unit functionality testing prior to shipment</li> </ul>
24	
25	Test results and all associated data for the above testing shall be provided for each
26	purchased RPD by serial number, upon request.
27	
28	The RPD manufacturer shall provide both training and technical support services. The
29	manufacturer-provided training shall be sufficient to fully train installers and operators
30	in the installation, configuration, and use of the RPD to ensure accurate RPD
31	performance. The manufacturer-provided training shall consist of comprehensive
32	classroom labs and hands-on, in-the-field, installation and configuration training.
33	Classroom lab training shall involve presentations outlining and defining the RPD, its
34	functions, and the procedures for proper operation. These presentations shall be
35	followed by hands-on labs in which trainees shall practice using the equipment to
36	calibrate and configure a virtual RPD. To facilitate the classroom presentation and
37	
	hands-on labs, the manufacturer-provided training shall include the following items:
38	
39	<ul> <li>Knowledgeable trainer or trainers thoroughly familiar with the RPD and its</li> </ul>
40	processes
41	<ul> <li>Presentation materials, including visual aids, printed manuals and other</li> </ul>
42	handout materials for each student
43	<ul> <li>Computer files, including video and raw data, to facilitate the virtual</li> </ul>
44	configuration of the RPD
45	Laptop computers or Windows CE handheld devices with the necessary
46	software, and all necessary cables, connectors, etc.
47	<ul> <li>All other equipment necessary to facilitate the virtual configuration of the RPD</li> </ul>
48	
	Field training shall provide each trainee with the hands-on opportunity to install
49	and configure the RPD at roadside. Training shall be such that each trainee will
50	mount and align the RPD correctly.
51	

1 2 3 4 5 6 7 8 9 10 11	Manufacturer-provided technical support shall be available according to contractual agreements, and a technical representative shall be available to assist with the physical installation, alignment, and auto-configuration of each supplied RPD. Technical support shall be provided thereafter to assist with troubleshooting, maintenance, or replacement of RPDs should such services be required. RPD documentation shall include an instructional training guide and a comprehensive user guide as well as an installer quick-reference guide and a user quick-reference guide. The RPD manufacturer shall supply the following documentation and test results at the time of the bid submittal:
12	FCC CFR 47 certification (frequency compliance)
13	CE certification
14	IEC 61000-4-5 class 4 test report (surge)
15 16 17 18	The RPD shall be warranted free from material and workmanship defects for a period of two years from date of shipment.
19	SmartSensor 6-conductor Cable (40/60 foot)   Model No. WX-SS-704-(040/060)
20	This item shall govern the purchase of a traffic sensor-to-traffic cabinet cable
21	equivalent to the Wavetronix Smart-Sensor™ 6-conductor cable.
22 23	The cable shall be the Orion Wire Combo-2204-2002-PVCGY or an equivalent cable
24	that conforms to the following specifications:
25	
26	<ul> <li>The RS-485 conductors shall be 2 twisted pairs.</li> </ul>
27	• The RS-485 conductors shall have nominal capacitance conductor to conductor
28	of less than 40 pF/ft at 1 kHz.
29 30	<ul> <li>The RS-485 conductors shall have nominal conductor DC resistance of less than 16.7 ohms/1000 ft. at 20°C.</li> </ul>
31	<ul> <li>The power conductors shall be a twisted pair.</li> </ul>
32	<ul> <li>The power conductors shall be a twisted pair.</li> <li>The power conductors shall have nominal conductor DC resistance of less than</li> </ul>
33	11 ohms/1000 ft. at 20°C.
34	• The entire cable shall be shielded with an aluminum/polyester shield with a
35	drain wire.
36	<ul> <li>The cable jacket shall be made of gray PVC that is 0.053 in. (1.3 mm) thick.</li> </ul>
37	• The cable shall have a diameter of 0.41 in. (1.04 cm).
38	<ul> <li>The power wires in the cable shall be 20 AWG; the communications wires shall</li> </ul>
39 40	<ul><li>be 22 AWG.</li><li>The cable shall be RoHS compliant.</li></ul>
40	<ul> <li>The cable shall have a UL/cUL type CMG safety approval.</li> </ul>
42	<ul> <li>The cable shall have a OL/COL type Onice safety approval.</li> <li>The cable shall be cable of operating at temperatures up to 221°F (105°C)</li> </ul>
43	while dry and 167°F (75°C) while wet.
44	The cable shall have an FT4 flammability rating.
45	<ul> <li>The cable shall be UV resistant, as per the UL 720 Hour Sunlight Resistance</li> </ul>
46	Test.
47 48	The cable shall support 600 Volts per AWM style 2587.
48 49	The cable end connector shall meet the MIL-C-26482 specification and shall be
50	designed to interface with the appropriate MIL-C-26482 connector. The connector
51	backshell shall be an environmentally sealed shell that offers excellent immersion

capability. All conductors that interface with the connector shall be encased in a single jacket, and the outer diameter of this jacket shall be within the backshell's cable O.D. range to ensure proper sealing. The backshell shall have a strain relief with enough strength to support the cable slack under extreme weather conditions. Recommended connectors are Cannon's KPT series, and recommended backshells are Glenair Series 37 cable sealing backshells.

#### SmartSensor Mount | Model No. WX-SS-611

This item shall govern the purchase of a traffic sensor mounting assembly equivalent to the Wavetronix SmartSensor™ mount.

The mounting assembly shall provide at least two axes of rotation to ensure proper installation and be able to support at least a 20-lb. (9.1-kg) load. The mounting assembly shall feature a symmetric hole pattern that mates with fixed and rotational SmartSensor backplates.

The assembly shall have two contact points with the pole and shall be slotted for 3/4-in. (1.9-cm) banding.

The mounting assembly shall be constructed of 0.1875 in. (0.48 cm) thick or thicker aluminum with 316 stainless steel hardware. It shall be powder coated for oxidation resistance and shall weigh 3 lbs. (1.36 kg)

#### ATP-Matrix 2

 This item is a two-element composite cable, 1pair 18 AWG & 2 triads 22 AWG, overall cabled and shielded, with a polyvinylchloride jacket for data communications and security applications manufactured in the USA and listed (UL) CMG C(UL) 105° C.

This cable is designed to work with all Wavetronix SmartSensors.

The first element shall consist of an 18 AWG, 1 pair PVC insulation component. The conductor shall be a 7 strand, 18 AWG made of annealed tinned copper. The insulation shall be made of polyvinylchloride with a wall thickness of 0.0165". For assembly, the pair lay length shall be 1.90" LHL nominal.

The second element shall consist of an 22 AWG, 2 Triads PVC insulation component. The conductor shall be a 7 strand, 22 AWG made of annealed tinned copper. The insulation shall be made of polyvinylchloride with a wall thickness of 0.0165". For Assembly, the pair lay length shall be 2.00" LHL nominal.

For the overall cable which consists of the two elements, the assembly shall have a pair lay length of 4.50" LHL nominal. The cable shield shall be aluminum/mylar tape – 100% coverage. The cable drain wire shall be 22 AWG, 7 strand tinned copper. 3 groups of filler will be use to make the cable round.

The Jacket of the cable shall be made of polyvinylchloride with a wall thickness of 0.055" and a diameter of 0.412" +/- 0.012". The weight of the jacket shall be 84 lbs/Mft and the cable shall appear to be round and smooth.

- The electricals shall be defined as followed:
  - Capacitance:

1	<ul> <li>18 AWG: 22 pF/ft   22 AWG: 27 pF/ft +/- 10%</li> </ul>
2	
3	DC Resistance:
4	<ul> <li>18 AWG: 6.45 Ohms/Mft at 20°C.  22 AWG: 16.6 Ohms/Mft. At 20°C.</li> </ul>
5	Senser Cable Junction Day Mini   Madel No. 402 0452 (Mini 740)
6 7	Sensor Cable Junction Box Mini   Model No. 102-0453 (Mini-710)
8	This item shall govern the purchase of a junction box (JB) equivalent to the Wavetronix SmartSensor cable junction box mini, model number 102-0453.
9	Smansensor cable junction box mini, moder number 102-0405.
10	The JB shall not exceed 3.7 in. x 3.6 in. x 3 in. (9.4 cm x 9 cm x 8 cm) in its dimensions.
11	The JB's cable grip shall allow for a cable with a diameter of 0.25 in.–0.47 in. (6.4 mm–
12	11.9 mm).
13	
14	The JB shall be designed to meet IP 66 ratings and shall be made of fiberglass. The JB
15	shall have nine terminal blocks; these blocks' connections shall employ insulation
16	displacement technology.
17	The UD shall have a naminal summent of 17.5 A and a naminal values of 500 V/ Its
18 19	The JB shall have a nominal current of 17.5 A and a nominal voltage of 500 V. Its
20	maximum load current shall be 17.5 A. The JB shall accept wire ranging in size from 24– 16 AWG
20	10 AWS
22	Patch Cord (60"/White)   Model No. WX-310-0001
23	This item shall serve to connect the Click 112 card to the SmartSensor.
24	
25	The connector type shall be RJ-11 and the material shall be of polycarbonate housing
26	with a nickel plated brass shield.
27	
28	The Click 112 contains two independent serial communications ports. Each port is
29	made up of two RJ-11 connectors, which make it simple to daisy-chain multiple cards
30 31	together and create an RS-485 bus. The two RJ-11 RS-485 data buses can be connected to a SmartSensor through a surge protection module.
32	connected to a SmartSensor through a surge protection module.
33	The operating temperature for the cord shall be from -40°C to 125°C.
34	
35	9-29.19 Pedestrian Push Buttons
36	(*****)
37	
38	This Section is supplemented with the City of Bremerton Engineering Design & Construction
39	Standards Section 8-200 as well as the following:
40	
41	Where shown on the Plans, pedestrian push-button conforming to Section 9-29 of the
42	Standard Specifications, Current Edition, and State of Washington Standard Plans, and be
43	Campbell Guardian Part # 501-0811 shall be furnished and installed. Verify all mounting
44	heights prior to installation with the City of Bremerton Engineering Division.
45	Pedestrian push buttons shall be manufactured by Campbell Company without substitution.
46	Campbell Company
47	450 W. McGregor Dr.
48	Boise, ID 83705
49 50	Tel. (208) 345-7459
50	

3	( )	
4	Pedestrian	signals is supplemented with the City of Bremerton Engineering Design &
4 5		on Standards Section 8-200 as well as the following:
6	Constructio	IT Standards Section 6-200 as well as the following.
0		
7	Pedest	rian signals shall be LED countdown, modular type, with international symbols and
8	shall co	onform to the requirements of 9-29 of the Standard. Housings shall be aluminum and
9	mounte	d such that normal access to the interior is provided.
10		
10	Pedest	rian signals shall be provided with a 15 years warranty period.
11		
12	9-29.23	Vacant
13		Vacant
14 15	(*****)	
15 16	Delete this	Section and replace it with the following:
16 17	Delete this	Section and replace it with the following:
18	9-23.23	Internally Illuminated LED Street Name Signs
18	5-23.23	Internally Illuminated LED Street Name Signs
20	Into	rnally illuminated LED street Name Sign shall be Temple Edge-Lit Model R409 and
20		nufactured by Temple Edge-Lit or approved equal.
22	mai	Infactured by Temple Luge-Lit of approved equal.
23		Temple Edge-Lit
24		PO Box 2066
2 <del>4</del> 25		Decatur, AL 35602
26		Direct: (256) 353-3820
20		Fax: (256) 353-4578
28		T dx. (200) 500-4070
29	Med	chanical Specifications
30		e outer dimensions of the sign assembly shall be standard nominal heights of 18
31		nes, and standard nominal widths of 4, 5, 6, 7, or 8 feet.
32		
33	The	e maximum thickness of the sign shall be 1.60 inches.
34		
35	The	e maximum weight of each sign shall be determined by the total width and height of
36		sign's outside finished dimensions. Individual sign weights, including their outside
37		shed edges, shall be calculated as NOT TO EXCEED (NTE):
38		
39		4' x 18": NTE 38 lbs
40		6' x 18": NTE 50 lbs
41		8' x 18": NTE 65 lbs
42		
43	The	long edges of the sign shall be made from a single section of 6000 series aluminum
44		usion. The ends caps shall be made from a single section of aluminum and shall be
45		ked to the frame with stainless steel screws. The power supply shall be mounted
46		rnally in one of the end caps. The non-electrical end cap shall be removable to
47		ble replacing panels and components.
48		
49	The	sign shall have a front panel that is UV, weather, abrasion and impact resistant. The
50		t panel shall be replaceable so that maintaining agencies have the option to supply
51		rown shosting and 2M 1170 parios Electropyt film for the sign faces

6<sup>th</sup> Street Preservation Phase II (Warren to Pacific Ave)

1

2

51

9-29.20 Pedestrian Signal

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

their own sheeting and 3M 1170 series Electrocut film for the sign faces.

1	
2	Exterior Finish
3	All exterior surfaces of the sign assembly shall be powder-coat painted in accordance
4	with Military Standard MIL-C-24712. Finish will meet the requirements of ASTM D3359,
5	ASTM D3363, and ASTM D552.
6	
7	The sign enclosure shall have a weatherproof design that ensures water does not reach
8	internal components, and shall be able to do so in its design, without the use of silicone.
9	
10	No silicone will be used in the weather resistant seal of the sign.
11	C C
12	Mounting System (Rigid Back Brace Mounting)
13	
14	The Sign must be supplied with rigid back brace mounting brackets on two positions on
15	the back of the sign. The rigid back brace mounting brackets will be powder-coat painted
16	to an exact match of the sign extrusions, and shall be in accordance with Military
17	Standard MIL-C-24712. Finish will meet the requirements of ASTM D3359, ASTM
18	D3363, and ASTM D552. The rigid back brace mounting brackets used to affix the sign
19	to the mast arm pole shall not extend more than 3/16" inch above the top horizontal
20	surface, and the opposite end of that same bracket shall not extend more then 3/16" inch
21	below the bottom horizontal surface of the sign, as viewed from the front. Approved
22	brackets, such as Pelco AS-3004 or AS-3009 shall be used for this installation.
23	,
24	Underhang Mounting Configuration (includes span wire mounts)
25	The Sign must be supplied with two underhang mounting brackets on the top extrusion
26	of the sign. The underhang mounting brackets will be powder-coat painted to an exact
27	match of the sign extrusions, and shall be in accordance with Military Standard MIL-C-
28	24712. Finish will meet the requirements of ASTM D3359, ASTM D3363, and ASTM
29	D552. The underhang mounting brackets will be designed to connect to approved
30	underhang hardware, such as Pelco SE-5146 or Pelco SE-5015 shall be used for this
31	installation.
32	
33	Environmental Specifications
34	The sign shall be designed and constructed to withstand 241 Km/h (150 mph) wind loads
35	in conformance with the requirements of the AASHTO publication, "Standard
36	Specifications for Structural Supports of Highway Signs, Luminaries and Traffic Signals,"
37	4th Edition 2001.
38	
39	The sign and power supply should be able to withstand and operate at temperature
40	extremes of -22 deg F to +140 deg F.
41	
42	Signs shall be tested and certified for the following environmental conditions:
43	ů ů
44	Exclusion of Water Test
45	Strain Relief Test
46	Temperature Test
47	Dielectric Voltage-Withstand Test.
48	-
49	A representative sample of the product shall be tested in accordance with the Standards
50	for Electric Signs (UL 48).
51	
52	Luminance

The entire surface of the sign panel must be evenly illuminated with a minimum average brightness reading at the letters of 580 lux and a variation of no more than 15% for any reading from the average (minimum of 50 readings). Each background reading measured must not vary by more than 10% (minimum of 50 readings) from the average of the background brightness readings. The light transmission factor of the sign panel must provide a letter to background ratio of a minimum of 4:1.

#### Light Source

The light source for the sign shall be LEDs (light emitting diodes). LEDs shall be mounted along both the top and bottom edges of the sign. The LEDs shall evenly illuminate a light panel that is the same dimensions of the sign face. The LEDs shall have a minimum rated lumen maintenance of 70% at 60,000 hours. A maximum of four LEDs per square foot shall be used.

#### Energy Requirements

The average power consumption of the sign shall not exceed:

4ft = 30 Watts

6ft = 48 Watts 8ft = 55 Watts

#### Quality Assurance

Manufacturer must be ISO 9001:2000 compliant.

#### Electrical Standards

The Sign shall be listed and approved to UL 48 Standards by a Nationally Recognized Testing Laboratory. The outside of the sign shall be marked with a certification mark for Electric Signs UL 48.

#### **Product Guarantee**

Sign must be guaranteed for a minimum of five years.

#### 9-29.24 Service Cabinets

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

 This Section is supplemented with the City of Bremerton Engineering Design & Construction Standards Section 7-20.5 and Standard Drawing 7016.

#### 39 9-30 Water Distribution Materials

**9-30.3 Valves** 

41	9-30.3(1)	Gate Valves (3 to 16 Inches)
42	(*****)	
43	. ,	
44	Delete this S	ection and replace it with the following:
45		
46	9-30.3(1)	Gate Valves (2 to 16 Inches)
47		
48	Gate	Valves, two (2) inch to twelve (12) inch: The design, materials and workmanship
49	of all	gate valves shall be Ductile Iron Body resilient wedge valves conforming to
50	AWW	A C509 or C515 latest revision. Gates valves shall be resilient wedge non-rising
51	stem	(NRS) with two internal O-ring stem seals with a 2 inch square operating nut.
52	Gate	valves shall be Mueller, M & H, Kennedy or Clow R/W.

# 1 (FEBRUARY 5, 2020)

# 2 STANDARD PLANS

3 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 16-048, effective September 3, 2019 is made a 4 5 part of this contract. 6 7 The Standard Plans are revised as follows: 8 9 A-50.10 Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10 10 11 12 A-50.20 Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10 13 14 15 A-50.30 Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.1 16 17 18 B-10.60 DELETED 19 20 21 B-82.20 22 DELETED 23 24 B-90.40 Valve Detail - DELETED 25 26 27 C-1 Delete Note 1. 28 29 30 Revise Note 2 to read "Remove all rail washers, also called "Snow Load Rail Washers", when encountered during raising beam guardrail work and the guardrail raising work requires 31 removal of the rail. 32 33 34 Re-number all notes. 35 36 <u>C-4b</u> DELETED 37 38 39 C-4e DELETED 40 41 42 <u>C-8a</u> Delete "Section A-A, Type 4 Detail 43 44 45 C-20.11 46 Delete Notes 1 & 2. Re-Number all notes. Delete "Snow Load Post Washer" and "Snow Load Rail Washer" details. 47 48 49 <u>C-20.19</u> DELETED 50 51

1	<u>C-22.14</u>
2	DELETED
3	
4	<u>C-22.16</u>
5	Note 3, formula, was: "Elevation G = (Elevation $S - D \times (0.1) + 31$ " is revised to read: "Elevation
6	G = (Elevation S – D x (0.1) + $31/12$ "
7	
8	<u>C-22.45</u>
9	For the SOFTSTOP (TL-2) elevation view detail, the callout "SOFTSTOP (TL-2) SYSTEM
10	LENGTH = 38' – 4 1/2"" is revised to read "SOFTSTOP (TL-2) SYSTEM LENGTH = 38' – 3
11	1/2"".
12	
13	<u>C-40.14</u>
14	DELETED
15	
16	$\frac{C-60.10}{C}$
17	Sheet 1, Side Elevation: The bottom set of $(1)$ - #4 horizontal rebar (2x) located at the base of
18	the barrier is repositioned to be aligned with the bottom of $(2)$ - #4 stirrup bars to match the bar
19 20	positioning shown on Sheet 1, Section A.
20 21	Sheet 1. Deinfereing Steel Pending Diagram (2). Din Slet Per detail: Add the following collect
21	Sheet 1, Reinforcing Steel Bending Diagram, ③ - Pin Slot Bar detail: Add the following callout to the detail, "HOT DIP GALVANIZE AFTER FABRICATION (ASTM A123 OR AASHTO M 111)".
22	to the detail, TIOT DIP GALVANIZE AT TELCTADICICATION (ASTNIATZS OK ASTTO NITTY).
23	Sheet 2, ANCHORING PIN ASSEMBLY DETAIL: The first line of the description under the title
25	was "1 1/2" DIAMETER (ASTM A36), COLD ROLL" is now changed to "1 1/2" DIAMETER
26	(ASTM A36), HOT ROLL".
27	
28	C-70.10
29	Sheet 1, Note 1 was - "1. PERMANENT INSTALLATION requirements: Embed barrier 3" (in)
30	minimum;" is revised to read: "1. Installation requirements: Embed barrier 3" (in) minimum
31	in asphalt or concrete; embed barrier 10" (in) minimum in soil;"
32	
33	Sheet 1, existing Notes 2 and 4 are deleted. Existing Note 3 is renumbered to Note 2.
34	
35	Sheet 1, add new Note 3, "3. See Sheet 2 for barrier with a 2'-10" reveal installed in asphalt or
36	concrete. See Sheet 3 for barrier with a 3'-6" reveal installed in asphalt or concrete."
37	
38	Sheet 1, Elevation: The dimension from the barrier end to the barrier lifting slot was "3' – 4"
39	(TYP)" is now changed to " $4' - 8$ " (TYP)", and the barrier lifting slot dimension was " $5' - 0$ "
40	(TYP)" is now changed to "3' – 0" (TYP)".
41 42	Sheet 2 the detail titled "2' 6" DADDIED FOD LISE WITH A 0" (IN) TO F" (IN) MAX CDADE
42 43	Sheet 2, the detail titled "3' – 6" BARRIER FOR USE WITH A 0" (IN) TO 5" (IN) MAX. GRADE SEPARATION" has the following changes:
43 44	1. The detail title is changed to "3' – 6" BARRIER FOR USE WITH A 0" (IN) TO 4" (IN) MAX.
44 45	GRADE SEPARATION".
46	2. The callout "GRADE SEPARATION5" MAX." is changed to "GRADE SEPARATION4"
47	MAX."
48	
49	C-75.10
50	Note 2 is deleted. Renumber subsequent notes.
51	·
52	<u>C-75.20</u>

- Note 2 is deleted. Renumber subsequent notes.
- <u>C-75.30</u>

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- Note 2 is deleted. Renumber subsequent notes.
  - <u>C-85.11</u>

Add new Note 3 "3. The intended use of this plan is for placing concrete barrier in front of bridge piers on bridge retrofit projects only. Contact the HQ Bridge traffic barrier specialist before using this barrier placement plan for projects involving new or reconstructed bridges."

- 10 11 C-85.14
- 12 DELETED
- 13 14 C-90.10
  - DELETED
- 16 17 D-10.10

Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

23 <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-10.30
- Wall Type 5 may be used in all cases.
- D-10.35
- 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.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

47 <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.

51 52 D-15.20

1 2	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
2 3 4	of these STD Plans.
4 5 6 7 8 9	<u>D-15.30</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.
9 10 11 12 13	<u>F-10.12</u> Section Title, was – "Depressed Curb Section" is revised to read: "Depressed Curb and Gutter Section"
13 14 15 16	<u>F-10.40</u> "EXTRUDED CURB AT CUT SLOPE", Section detail - Deleted
17 18 19	<u>F-10.42</u> DELETE – "Extruded Curb at Cut Slope" View
20 21 22 23	<u>G-25.10</u> Key Note 3, second sentence, was – "For single-post installations, divide the (#2w/diamond shape symbol) post MAX. XYZ in half." Is revised to read: "For single-post installations, divide the two-post MAX. XYZ in half."
24 25 26	<u>G-60.10</u> DELETED
27 28 29	<u>G-60.20</u> DELETED
30 31 32	<u>G-60.30</u> DELETED
33 34 35	<u>G-70.10</u> DELETED
36 37 38	<u>G-70.20</u> DELETED
39 40 41 42 43	<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
44 45 46 47 48	<u>J-10.21</u> 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."
49 50 51	<u>J-10.22</u> Key Note 1, was – "Meter base per serving utility requirements~ as a minimum, the meter base

51 Key Note 1, was – "Meter base per serving utility requirements~ as a minimum, the meter base 52 shall be safety socket box with factory-installed test bypass facility that meets the requirements

- 1 of EUSERC drawing 305." Is revised to read; "Meter base per serving utility requirements~ as 2 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)."
- 9 Key Note 14, was "Hinged dead front with ¼ turn fasteners or slide latch." Is revised to read;
  10 "Hinged dead front with ¼ turn fasteners or slide latch. ~ Dead front panel bolts shall not extend
  11 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."
- 16 Note 1, was "...socket box mounting detail, see Standard Plan J-3b." is revised to read to 17 read: "...socket box mounting detail, see Standard Plan J-10.20."
- Note 6, was "...See door hinge detail, Standard Plan J-3b." is revised to read: "...See door
   hinge detail, Standard Plan J-10.20."
  - <u>J-20.26</u>

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- Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."
- J-20.16
- 25 View A, callout, was LOCK NIPPLE, is revised to read; CHASE NIPPLE
  - <u>J-21.10</u>
- 28 Sheet 1, Elevation View, Round Concrete Foundation Detail, callout "ANCHOR BOLTS ~ ¾"
   29 (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ:
   30 "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"
- 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.
- 39 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the 40 foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2  $\frac{1}{2}$ " 41 CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. 42 Bar.
- 43 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the 44 foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2  $\frac{1}{2}$ " 45 CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. 46 Bar.
- 47 Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts
  48 (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque
  49 Clamping Bolts (see Note 1)"
- 50 Detail F, callout, "3/4" (IN) x 2' 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised 51 to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"
- 52

J-21	1
J-7 I	. 1

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- 5 Partial View, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.
- - <u>J-21.1</u>6
    - Detail A, callout, was LOCKNIPPLE, is revised to read; CHASE NIPPLE
  - J-22.15
- Ramp Meter Signal Standard, elevation, dimension 4' 6" is revised to read; 6'-0"
- (2x) Detail A, callout, was LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE NIPPLE ~ 10 11 1 ½" (IN) DIAM.
- 12 13 J-28.24
- 14 Case E and Case F Section View dimension callout, "3' – 0" MIN. FOR BEAM GUARDRAIL, 4' 15 - 0" MIN. FOR CONC. BARRIER TYPE 2" is revised to read, "5' - 0" MIN. FOR BEAM GUARDRAIL, 8' - 0" MIN. FOR UNANCHORED TYPE F CONC. BARRIER, 4' - 0" MIN. FOR 16 17 ANCHORED TYPE F CONC. BARRIER".
- 18 19 J-40.10

20 Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 <sup>1</sup>/<sub>2</sub>" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT 21 WASHER" is revised to read; "12 – 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. 22 FLAT WASHER" 23

- J-75.20
- 25 Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel 26 27 ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated 28 hardware." 29
  - J-81.10

Power Distribution Block Diagram, lower left corner, Sheet 1 of 3; Switch Pack 2; circuit 623 (T4-5) [middle ckt] is revised to read; circuit 622 (T4-5).

33 34 K-80.10

35 SIGN INSTALLATION (BEHIND TRAFFIC BARRIER) detail dimension callout, "3' MIN." is revised to read, "5' MIN.". 36

- 37 38 K-80.30
- DELETED 39
- 40
- 41 K-80.35

42 Add New Note 1 - 1. The intended use of this plan is for the temporary installation of Type 2 43 concrete barrier (See Standard Plan C-8) on cement concrete pavement, bridge decks, or hot 44 mix asphalt pavement, and Type F concrete barrier on cement concrete pavement or bridge 45 decks. 46

47 Re-number all notes.

49 The TYPE 1 ANCHOR detail description "TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) AND TEMPORARY CONC. BARRIER (F-SHAPE) (STD. 50 51 PLAN K-80.30) ON CEMENT CONC. PAVEMENT OR BRIDGE DECK" is revised to read, 52 "TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE F (STD. PLAN C-

1 60.10) OR PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) ON CEMENT CONC. 2 PAVEMENT OR BRIDGE DECK." 3 4 The TYPE 3 ANCHOR detail description "TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) AND TEMPORARY CONC. BARRIER (F-SHAPE) (STD. 5 PLAN K-80.30) ON HOT MIX ASPHALT PAVEMENT" is revised to read, "TEMPORARY 6 7 INSTALLATION OF PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) ON HOT MIX 8 **ASPHALT PAVEMENT."** 9 10 K-80.37 Revise Note 1 to read:"1. The intended use of this plan is for the temporary installation of Type 11 F NARROW BASE concrete barrier (See Standard Plan C-60.10) or Type 4 (Type 2 Narrow 12 Base - See Std. Plan C-8a) Concrete Barrier on cement concrete pavement, bridge decks." 13 14 15 Replace all callouts stating "NARROW BASE, ALTERNATIVE TEMPORARY CONCRETE 16 BARRIER SEGMENT" with "Type F NARROW BASE or Type 4 (Type 2 Narrow Base) concrete 17 barrier segment." 18 19 M-3.50 20 Double-Left Turn Channelization (with Right Turn Pocket) view, dimension, upper left corner, 21 "taper" dimension; callout – was "40' if Posted Speed is 40 MPH or less 100' if Posted Speed 22 is more than 40 MPH" is revised to read; "See Contract" 23 24 M-5.10 Right-Turn Channelization view, dimension, upper right corner, "taper" dimension; callout – was 25 "50' MIN." is revised to read; "See Contract" 26 27 28 M-12.10 29 Add Note 5. "Check with Region Traffic Office for RPM and Guidepost placements." 30 31 M-24.50 32 DELETED 33 34 The following are the Standard Plan numbers applicable at the time this project was advertised. 35 The date shown with each plan number is the publication approval date shown in the lower 36 right-hand corner of that plan. Standard Plans showing different dates shall not be used in this 37 contract. 38 A-10.10-00......8/7/07 A-40.00-00......8/11/09 A-50.30-00.....11/17/08 A-10.20-00.....10/5/07 A-40.10-04.....7/31/19 A-50.40-00.....11/17/08 A-60.10-03.....12/23/14 A-10.30-00.....10/5/07 A-40.15-00......8/11/09 A-20.10-00.....8/31/07 A-40.20-04.....1/18/17 A-60.20-03.....12/23/14 A-30.10-00.....11/8/07 A-40.50-02.....12/23/14 A-60.30-01.....6/28/18

39

A-30.30-01.....6/16/11

A-30.35-00.....10/12/07

B-5.20-021/26/17	B-30.50-032/27/18	B-75.20-022/27/18
B-5.40-021/26/17	B-30.70-042/27/18	B-75.50-016/10/08
B-5.60-021/26/17	B-30.80-012/27/18	B-75.60-006/8/06
B-10.20-023/2/18	B-30.90-021/26/17	B-80.20-006/8/06
B-10.40-011/26/17	B-35.20-006/8/06	B-80.40-006/1/06
B-10.70-001/26/17	B-35.40-006/8/06	B-85.10-016/10/08

A-50.10-00.....11/17/08

A-50.20-01.....9/22/09

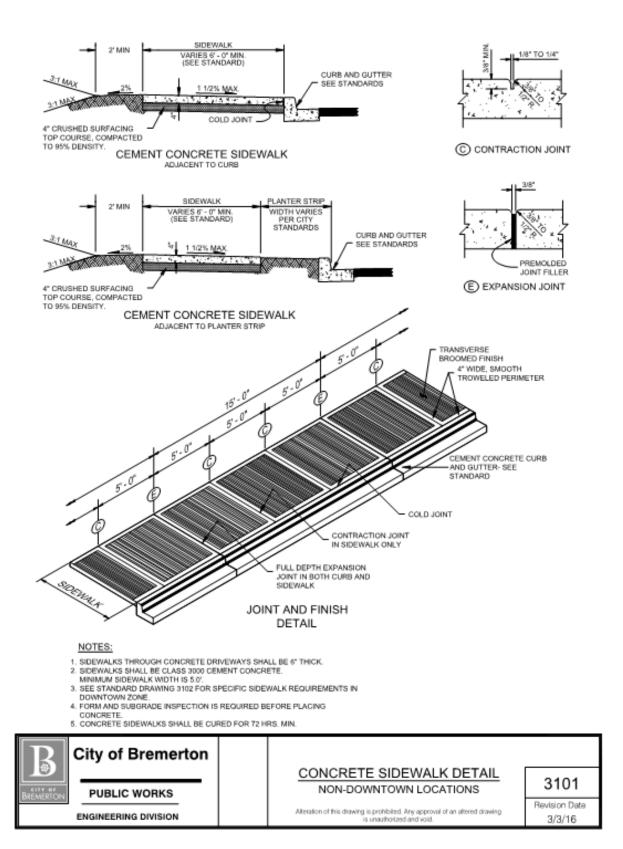
A-60.40-00......8/31/07

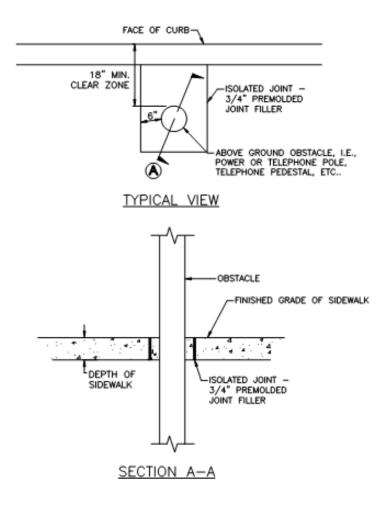
B-15.20-012/7/12 B-15.40-012/7/12 B-15.60-021/26/17 B-20.20-023/16/12 B-20.40-042/27/18 B-20.60-033/15/12 B-25.20-022/27/18 B-30.10-032/27/18 B-30.15-002/27/18 B-30.20-042/27/18 B-30.30-032/27/18 B-30.40-032/27/18	$\begin{array}{llllllllllllllllllllllllllllllllllll$
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D-2.04-001/1/10/05 D-2.08-001/6/09 D-2.08-001/1/10/05 D-2.14-0011/10/05 D-2.16-0011/10/05 D-2.18-0011/10/05 D-2.20-0011/10/05 D-2.32-0011/10/05 D-2.34-011/6/09 D-2.36-036/11/14 D-2.42-0011/10/05 D-2.44-0011/10/05 D-2.60-0011/10/05 D-2.62-0011/10/05 D-2.46-016/11/14 E-1	$\begin{array}{llllllllllllllllllllllllllllllllllll$

6<sup>th</sup> Street Preservation Phase II (Warren to Pacific Ave)

F-10.12-036/11/14 F-10.16-0012/20/06 F-10.18-017/11/17 F-10.40-036/29/16 F-10.42-001/23/07	F-10.62-024/22/14 F-10.64-034/22/14 F-30.10-036/11/14 F-40.12-036/29/16 F-40.14-036/29/16	F-40.15-036/29/16 F-40.16-036/29/16 F-45.10-027/15/16 F-80.10-047/15/16
$\begin{array}{l} G-10.10-009/20/07\\ G-20.10-026/23/15\\ G-22.10-046/28/18\\ G-24.10-0011/8/07\\ G-24.20-012/7/12\\ G-24.30-026/28/18\\ G-24.40-076/28/18\\ G-24.50-058/7/19\\ G-24.60-056/28/18\\ \end{array}$	G-25.10-046/10/13 G-26.10-007/31/19 G-30.10-046/23/15 G-50.10-036/28/18 G-90.10-037/11/17 G-90.11-004/28/16 G-90.20-057/11/17 G-90.30-047/11/17 G-90.40-024/28/16	G-95.10-026/28/18 G-95.20-036/28/18 G-95.30-036/28/18
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-70.10-012/7/12 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-30.16-017/11/19 I-30.17-016/12/19	I-30.20-009/20/07 I-30.30-026/12/19 I-30.40-026/12/19 I-30.60-026/12/19 I-40.10-009/20/07	I-40.20-009/20/07 I-50.20-016/10/13 I-60.10-016/10/13 I-60.20-016/10/13 I-80.10-027/15/16
$\begin{array}{c} J-10. \\ 7/18/97\\ J-10.10-03. \\ 6/3/15\\ J-10.15-01. \\ 6/3/15\\ J-10.16-00. \\ 6/3/15\\ J-10.17-00. \\ 6/3/15\\ J-10.20-02. \\ 7/31/19\\ J-10.21-00. \\ 6/3/15\\ J-10.22-00. \\ 7/31/19\\ J-10.22-00. \\ 7/31/19\\ J-10.25-00. \\ 7/11/17\\ J-12.15-00. \\ 6/28/18\\ J-12.16-00. \\ 6/28/18\\ J-12.16-00. \\ 6/28/18\\ J-12.16-00. \\ 6/28/18\\ J-12.16-00. \\ 6/28/18\\ J-15.10-01. \\ 6/11/14\\ J-15.15-02. \\ 7/10/15\\ J-20.10-04. \\ 7/31/19\\ J-20.15-03. \\ 6/30/14\\ J-20.20-02. \\ 5/20/13\\ J-20.26-01. \\ 7/12/12\\ J-21.10-04. \\ 6/30/14\\ J-21.15-01. \\ 6/10/13\\ J-21.17-01. \\ 6/10/13\\ J-21.20-01. \\ 0/10/13\\ J-20.20-01. \\ 0/10/13\\ J-2$	$\begin{array}{c} J-28.40-026/11/14\\ J-28.42-016/11/14\\ J-28.43-016/28/18\\ J-28.45-037/21/16\\ J-28.50-037/21/16\\ J-28.60-027/21/16\\ J-28.70-037/21/16\\ J-29.10-017/21/16\\ J-29.15-017/21/16\\ J-29.15-017/21/16\\ J-29.16-027/21/16\\ J-30.10-006/18/15\\ J-40.05-007/21/16\\ J-40.05-007/21/16\\ J-40.30-044/28/16\\ J-40.30-044/28/16\\ J-40.35-015/29/13\\ J-40.36-027/21/17\\ J-40.36-027/21/17\\ J-40.38-015/20/13\\ J-40.39-005/20/13\\ J-40.40-027/31/19\\ J-45.36-007/21/17\\ J-50.10-017/31/19\\ J-50.11-027/31/19\\ \end{array}$	J-60.14-017/31/19         J-75.10-027/10/15         J-75.20-017/10/15         J-75.30-027/10/15         J-75.40-026/1/16         J-75.41-016/29/16         J-75.45-026/1/16         J-80.10-006/28/18         J-80.15-006/28/18         J-86.10-006/28/18         J-90.20-036/28/18         J-90.20-036/28/18         J-90.21-026/28/18         J-90.50-006/28/18         J-90.50-006/28/18

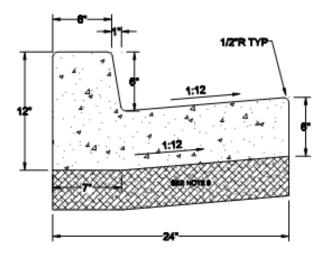
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K-70.20-016/1/16 K-80.10-016/1/16 K-80.20-0012/20/06 K-80.35-002/21/07 K-80.37-002/21/07		
L-10.10-026/21/12 L-20.10-037/14/15 L-30.10-026/11/14	L-40.10-026/21/12 L-40.15-016/16/11 L-40.20-026/21/12	L-70.10-015/21/08 L-70.20-015/21/08
M-1.20-036/24/14 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-11.10-038/7/19 M-12.10-016/28/18 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-24.60-046/24/14 M-24.65-007/11/17 M-24.66-007/11/17 M-24.66-007/11/17	M-40.20-0010/12/07 M-40.30-017/11/17 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-65.10-025/11/11 M-80.10-016/3/11 M-80.20-006/10/08 M-80.30-006/10/08





NOTES: 1.) JOINT FILLER ON PERVIOUS SIDEWALKS SHALL BE OVERLAYED WITH 1-INCH OF CONCRETE.

City of Bremerton		
	SIDEWALK ISOLATION JOINTS	3104
	Alteration of this drawing is prohibited. Any approval of an altered drawing is unsultrained and vold.	Revision Date 11/20/13

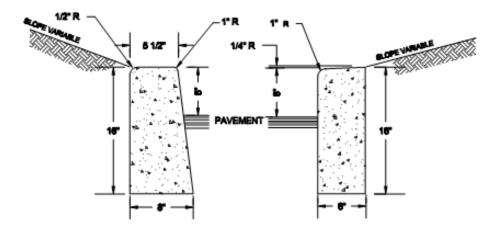


## TYPICAL SECTION

## NOTES

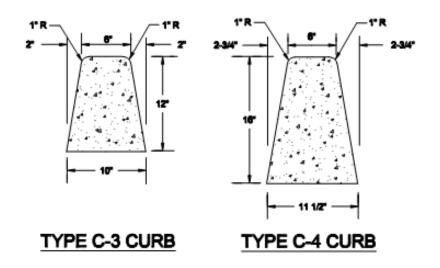
- 1 FORMS SHALL BE TRUE TO LINE AND GRADE AND SECURELY STAKED.
- 2 FULL DEPTH EXPANSION JOINTS SHALL BE PLACED ON 10 FOOT CENTERS.
- 3 THRU JOINTS SHALL BE PLACED ADJACENT TO CATCH BASINS, INLETS AND AT POINTS OF TANGENCY ON STREETS, ALLEY AND DRIVEWAY RETURNS. MAXIMUM SPACING SHALL BE 20 FT. PRE-MOLDED JOINT FILLER SHALL BE 1/2" WIDE AND CONFORM TO AASHTO DESIGN M213.
- 4 ALL JOINTS SHALL BE CLEAN AND EDGED.
- 5 CONCRETE SHALL BE CEMENT CONCRETE, CLASS 3000.
- 5 STEEL FORMS ONLY SHALL BE USED ON TANGENT SECTIONS. WOOD FORMS MAY BE USED ON CURVED SECTIONS.
- 7 FINISH SHALL BE LIGHT BROOM FINISH.
- 8 THE FINISHED CURB SHALL BE SPRAYED WITH A TRANSPARENT CURING COMPOUND AND COVERED BY WATERPROOF PAPER OR PLASTIC MEMBRANE IN THE EVENT OF RAIN OR OTHER UNSUITABLE WEATHER. CURING TIME SHALL BE A MINIMUM OF 72 HOURS.
- 9 ALL CURB AND GUTTER SHALL BE PLACED ON A MIN OF 4" COMPACTED CRUSHED SURFACING TOP COURSE.

City of Bremerton	CEMENT CONCRETE	
	CURB AND GUTTER TYPE A	3131
ENGINEERING DIVISION	Alteration of this drawing its prohibited. Any approval of an elaned drawing its unsufficient and vold.	Revision Date 8/15/08



TYPE C-1 CURB

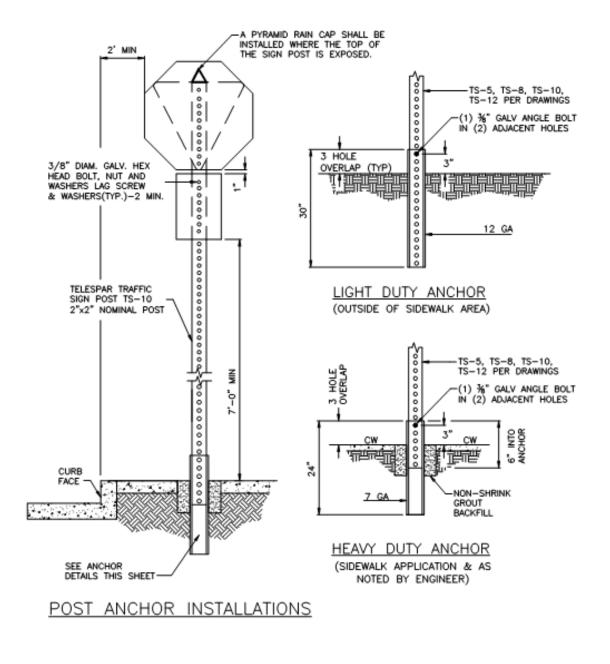
TYPE C-2 CURB

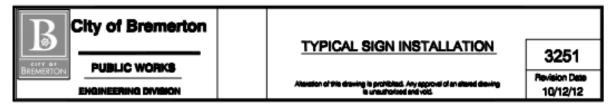


## NOTES

1. ALL MATERIALS SHALL BE WEDOT CLASS 3000 CONCRETE.

City of Bremerton		
	CEMENT CONCRETE CURB	3133
ENGINEERING DIVISION	Attantion of this denving its prohibited. Any approval of an alterad drawing, is unauthorized and vold.	Revision Date 8/28/13





MACHINED STEEL FINIAL INSERT PER STANDARD 3253B 36 St ] 13 Burwel 3, 6 STAINLESS STEEL  $\mathbf{x}$ POP RIVET MINIMUM ROUNDED CORNERS St D-9" S ALUMINUM CANTILEVER ARM SUPPORT BRACKET ZUMAR 1010 24 2 3/8" SIGN POST SCH 40 POST-MOUNTED POWDER COATED BLUE SIGN DETAILS PLANTER STRIP (TYP.) 5/16" GALV. BOLT CONCRETE SIDEWALK 金叉 化学学学校 化学学学校 -12 30" St 2 5/8" GALV. Burwell 19 SLEEVE CONC. (3000 PSI) SIGNAL MASTARM-MOUNTED 3" SIGN DETAIL BOLT THRU TO PREVENT ROTATION

#### POST INSTALLATION DETAIL

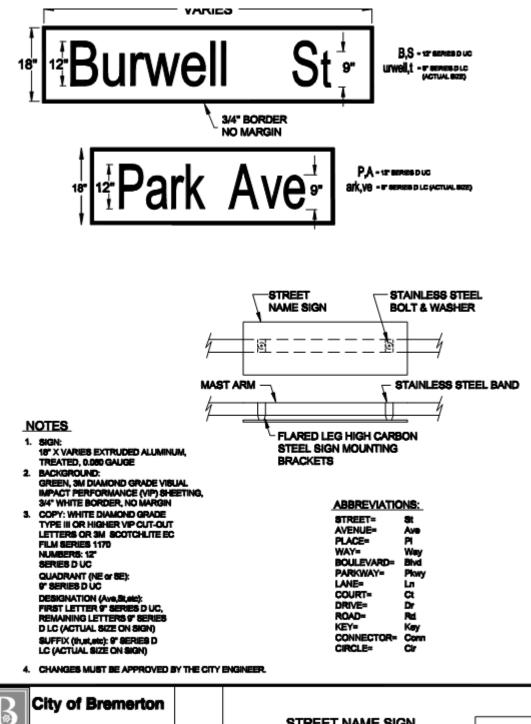
NOTES

- SIGN: SHEET ALUMINUM, TREATED, 0.080 GAUGE, SIZED AS NEEDED WITH ROUNDED CORNERS
- BACKGROUND: BLUE BACKGROUND SHALL BE RETROFLECTIVE & MEET THE REQUIREMENTS OF WSDOT STANDARD SPECIFICATIONS SECTION 9-28.12 AND NO BORDERS
- 3. LETTERS: FONT:FUTURA CONDENSED WHITE LETTERS SHALL BE 3M RETROFLECTIVE & MEET THE REQUIREMENTS OF WSDOT STANDARD SPECIFICATIONS SECTION 9-28.13
- POST: 2 38" OD SCHEDULE 40 STEEL POST, POWDER COATED BLUE -RAL 5011
- MOUNTING HARDWARE: SHALL BE EXTRUDED ALUMINUM CLAMP-ON BRACKETS SUCH AS ZUMAR SZ 238 OR EQUAL.
- 6. ANY CHANGES MUST BE APPROVED BY THE CITY ENGINEER.
- SEE THE DOWNTOWN REGIONAL CENTER SUB AREA PLAN FOR MAP OF C.B.D. AREA.

#### ABBREVIATIONS:

STREET=	St
AVENUE=	Ave
PLACE=	PI
WAY=	Way
BOULEVARD=	Blvd
PARKWAY=	Pkwy
LANE=	Ln
COURT=	Ct
DRIVE=	Dr
ROAD=	Rd
KEY=	Key
CONNECTOR=	Conn
CIRCLE=	Cir



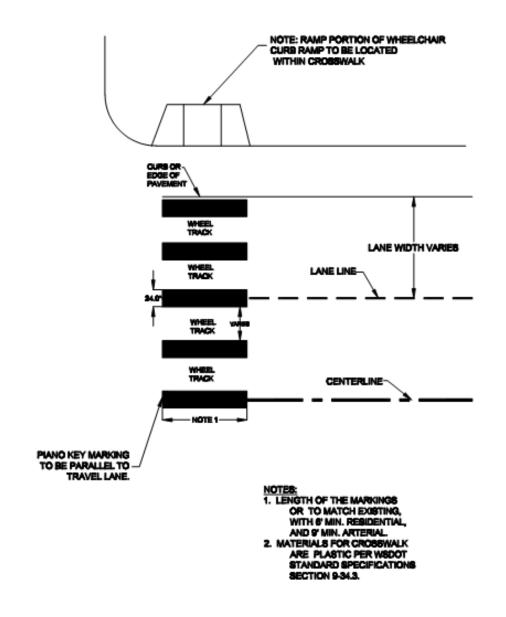


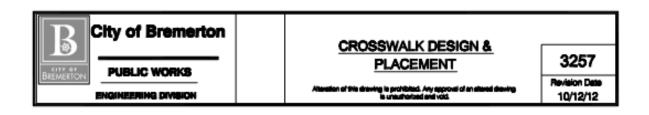


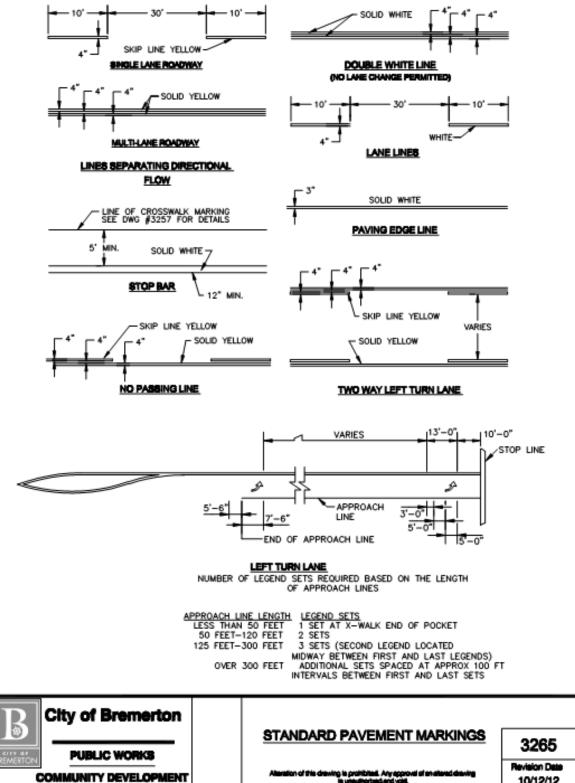
3254 **Revision Date** 

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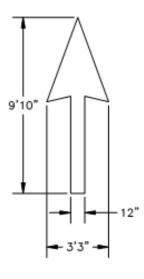


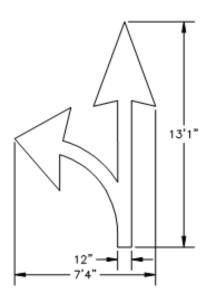


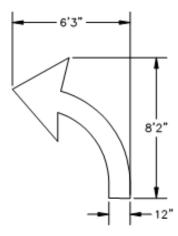


10/12/12

Alteration of this de ibited. Any approd al en l it profit Restruction



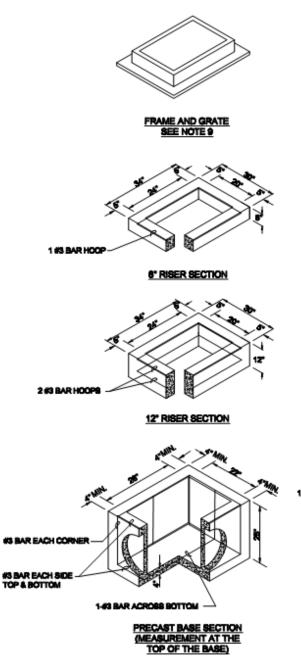




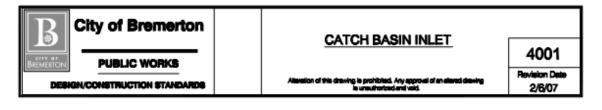
#### NOTES:

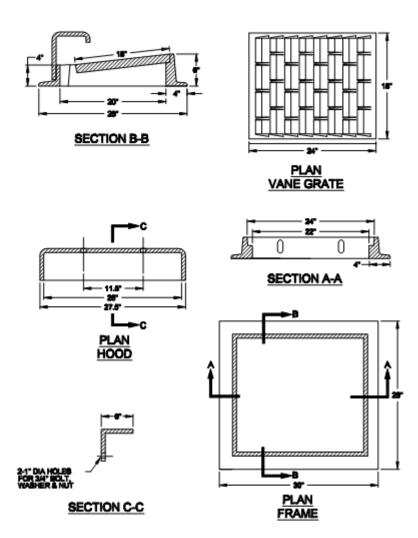
- 1. COLOR SHALL BE WHITE.
- MATERIALS FOR CROSSWALK ARE PLASTIC PER WSDOT STANDARD SPECIFICATIONS SECTION 9-34.3 TYPE A,B, & C ARE FOR LOCAL AND SUBCOLLECTOR ROADS. TYPE D EXTRUDED ARE FOR ARTERIAL ROADS.
- ARROWS SHALL BE PLACED A MINIMUM OF 24 FT. BACK OF STOP BAR.





- 1. CONCRETE INLET TO BE CONSTRUCTED IN ACCORDANCE WITH ASTM C478 & C800 UNLESS OTHERWISE SHOWN ON PLANS OR NOTED IN THE STANDARD SPECIFICATIONS.
- 2. AS AN ACCEPTABLE ALTERNATIVE TO REBAR, WELDED WIRE FABRIC HAVING A MIN. AREA OF 0.12 SQUARE INCHES PER FOOT MAY BE USED. WELDED WIRE FABRIC SHALL COMPLY TO ASTM A487. WIRE FABRIC SHALL NOT BE PLACED IN KNOCKOUTS.
- 3. ALL REINFORCED CAST-IN-PLACE CONCRETE SHALL BE CLASS 4000.
- 4. PRECAST BASES SHALL BE FURNISHED WITH CUTOUTS OR KNOCKOUTS. KNOCKOUTS SHALL HAVE A WALL THICKNESS OF 2° MIN. ALL PIPE SHALL BE INSTALLED IN FACTORY PROVIDED KNOCKOUTS. UNUSED KNOCKOUTS NEED NOT BE GROUTED IF WALL IS LEFT INTACT.
- 5. KNOCKOUT OR CUTOUT HOLE SIZE IS EQUAL TO PIPE OUTER DIAM. PLUS CURB INLET WALL THICKNESS.
- ROUND KNOCKOUTS MAY BE ON ALL 4 SIDES WITH MAX. DIAM. OF 16".
- 7. THE MAX. DEPTH FROM THE FINISHED GRADE TO THE PIPE INVERT IS 4-0".
- 8. THE TAPER ON THE SIDES OF THE PRECAST BASE SECTION AND RISER SECTION SHALL NOT EXCEED 1/2"/FT.
- 9. CONCRETE INLET FRAME AND GRATES SHALL BE IN ACCORDANCE WITH STANDARD DETAILS "THRU CURS FRAMEAND GRATE" 4010 OR "THRU CURS FRAME AND VANED GRATE" 4011, MATING SURFACES SHALL BE FINISHED TO ASSUME NON-ROCKING FIT WITH ANY COVER POSITION.
- 10. NON-CONCRETE PIPES ENTERING OR EXITING A CB OR MH SHALL BE INSTALLED WITH A SANDCOLLAR.



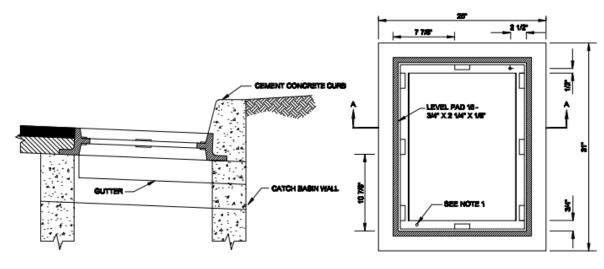


### STORM DRAINAGE THRU CURB FRAME AND GRATE N.T.S.

NOTES:

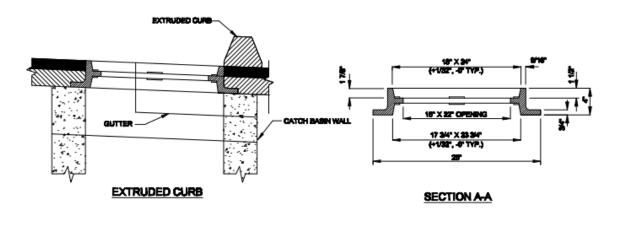
1. GRATES ARE TO BE BOLTED TO FRAMES. 2. VANE GRATES ARE CITY STANDARD AND TO BE USED UNLESS SPECIFIED OTHERWISE.

City of Bremerton	THRU CURB	
	FRAME AND GRATE	4010
DESIGN/CONSTRUCTION STANDARDS	DS Attention of the drawing is prohibited. Any approval of an attend drawing is unsufficient and vold.	



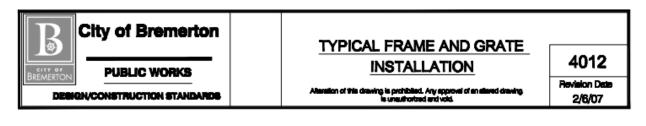
VERTICAL CURB

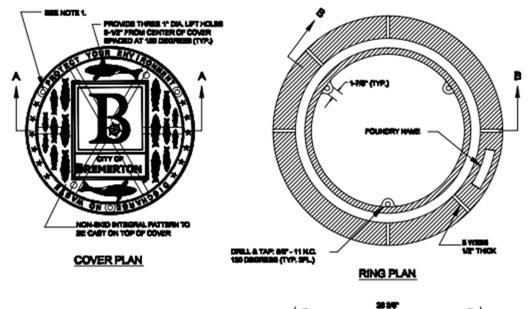
PLAN

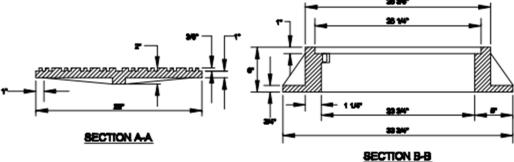


#### NOTES:

- 1. DRUL AND TAP FOR, AND PROVIDE, TWO LOCKING BOLTS ST-11 NC STAINLESS TYPE 304 STEEL SOCKET HEAD (ALLEN HEAD) SOLTS, 2" LONG.
- 2. FRAME MATERIAL IS CAST IRON PER ASTM ANS CLASS 30 OR BETTER.
- 3. SET FRAME TO GRADE AND CONSTRUCT ROAD AND GUTTER TO BE FLUGH WITH FRAME.







#### COVER NOTER:

- LINE WITH THREE LOCKING BOLTS ANT-11 NO STANLESS TYPE 264 STEEL COCKET NEAD WILLEN NEAD JOLTS, 2" LONG. DRILL NOLES SPACED 138", TO MATCH HOLES IN RING.
- 2. COVER MATERIAL IS DUCTILE IRON ABITM ASIS GRADE SO SHOL
- 5. GHALL CONFORM TO GEC. \$45,15 OF THE WEDDT STANDARD SPECIFICATIONS, AS MODIFIED HERSEL
- 4. APPROXIMATE WEREIT OF COVER IS 100 LBB.
- S. RATING-HOD

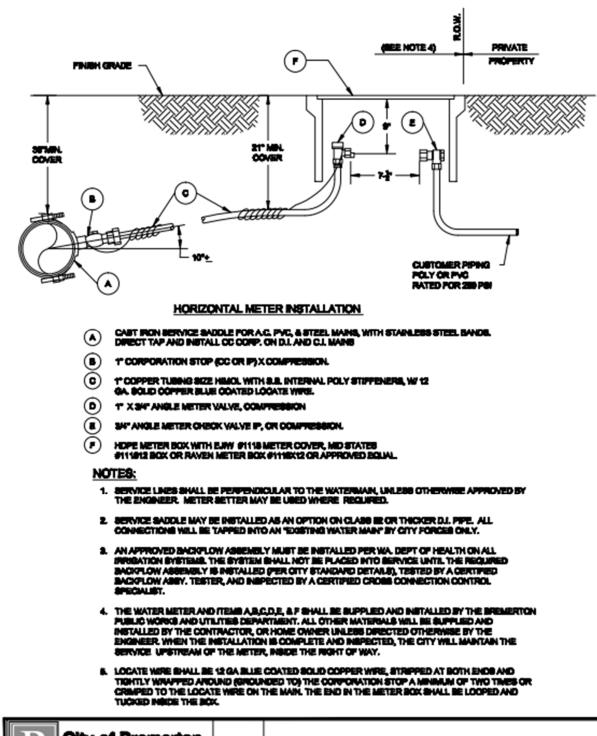
#### RING NOTES:

- 1. DRLL AND TAP THREE 645-11 NC HOLES THROUGH RING AT 1327.
- 2. RING MATERIAL IS GREY IRON, ABTH A-46 CLASS 30.
- 5. SHALL CONFORM TO SEC. HOL 15 OF THE WEDO'T STANDARD SPECIFICATIONS, AS MODIFIED
- 4. APPROXIMATE WEIGHT OF RING IS \$15 LBB.
- E. RATING H20.

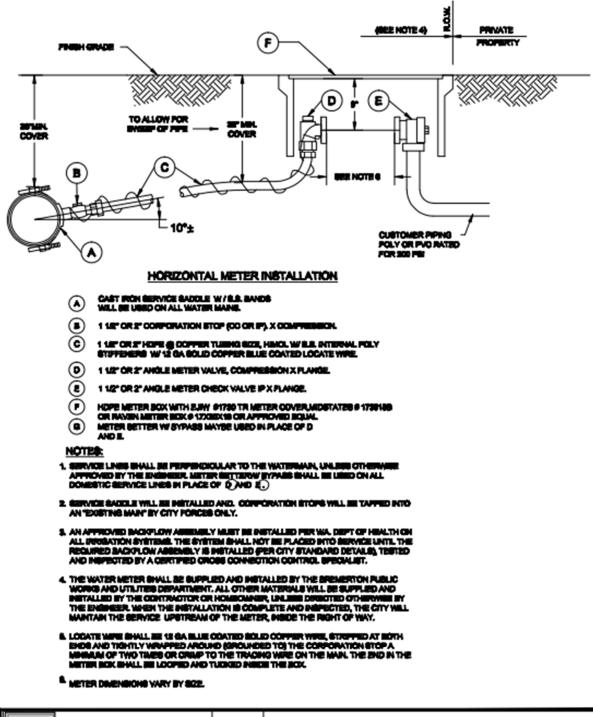
#### OLYMPIC FOUNDRY MHIBADYT, OR APPROVED EQUAL.

DECORATIVE RING AND COVER TO BE USED IN SIDEWALKS, PANKS, OTHER PEDESTRIAN AREAS AND AS DIRECTED BY THE CITY ENGINEER OR REQUIRED IN CONTRACT DRAWINGS.

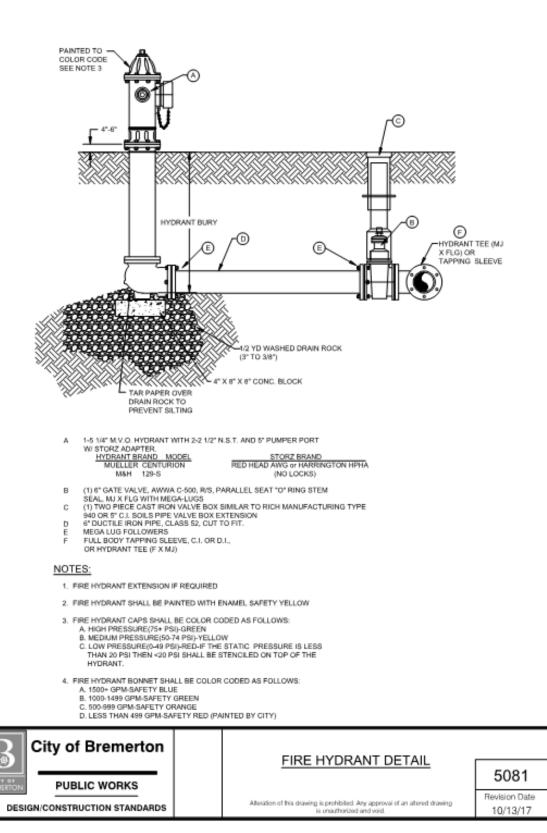
City of Bremerton	DECORATIVE STORM	
	RING AND COVER	4022
DESIGN/CONSTRUCTION STANDARDS	Absection of this desiring its prohibited. Any approval of an absect dearing. The unsufficience and while	Revision Date 1/5/11

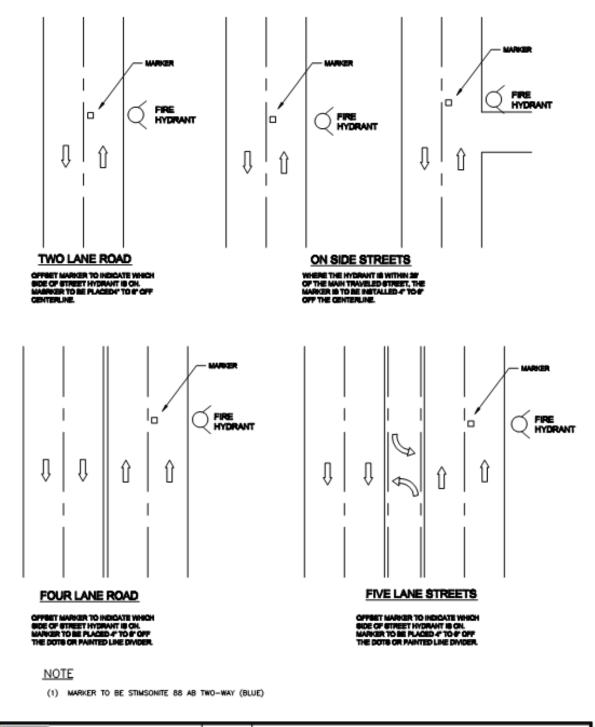


City of Bremerton	1" X 3/4" DOMESTIC/IRRIGATION	
BREMERTON PUBLIC WORKS	SERVICE CONNECTION	5001
	Alimation of this density is praticipal. Any approved an admissionality is unterfloated and with	Revision Date 04/16/13

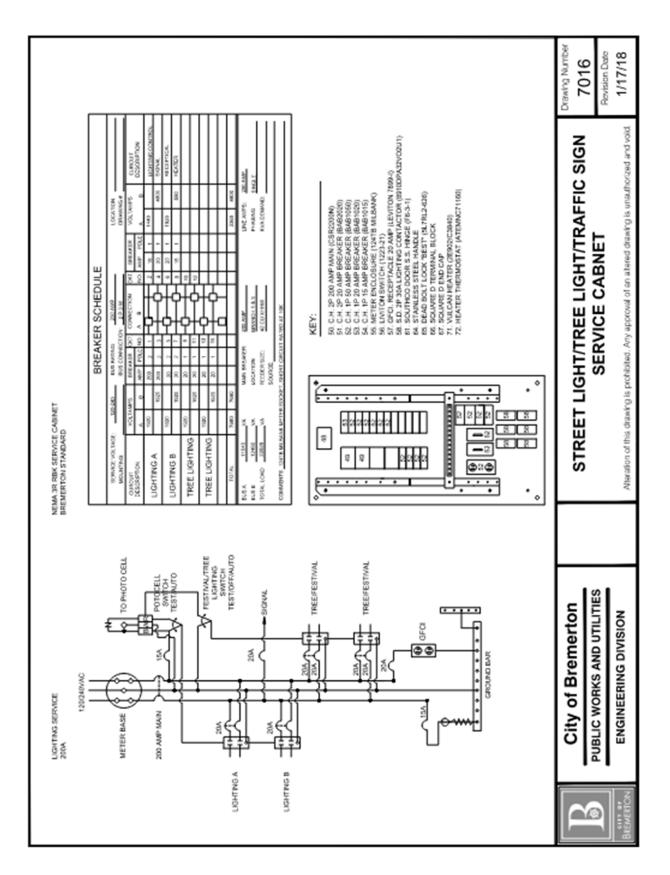


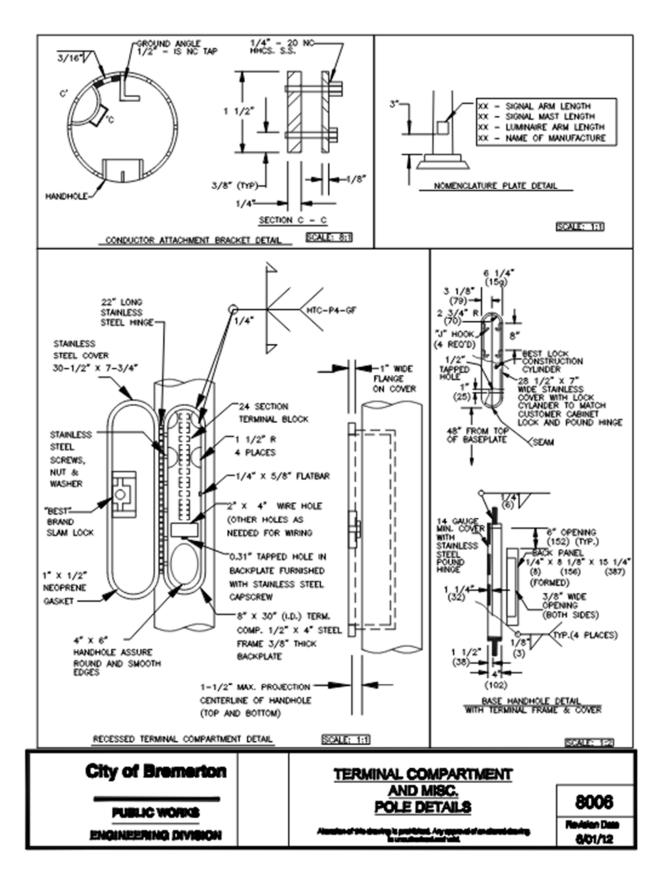


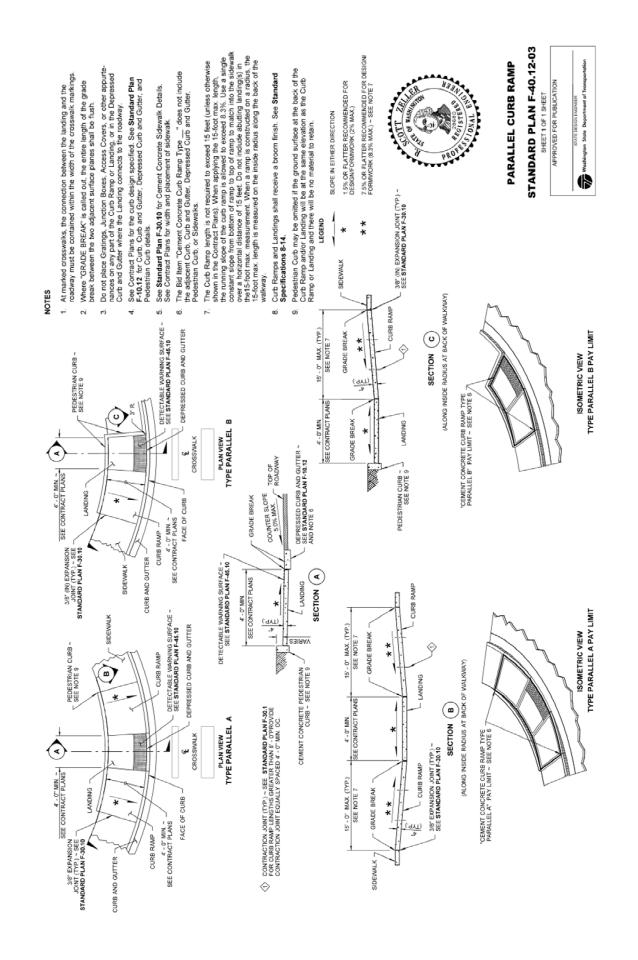


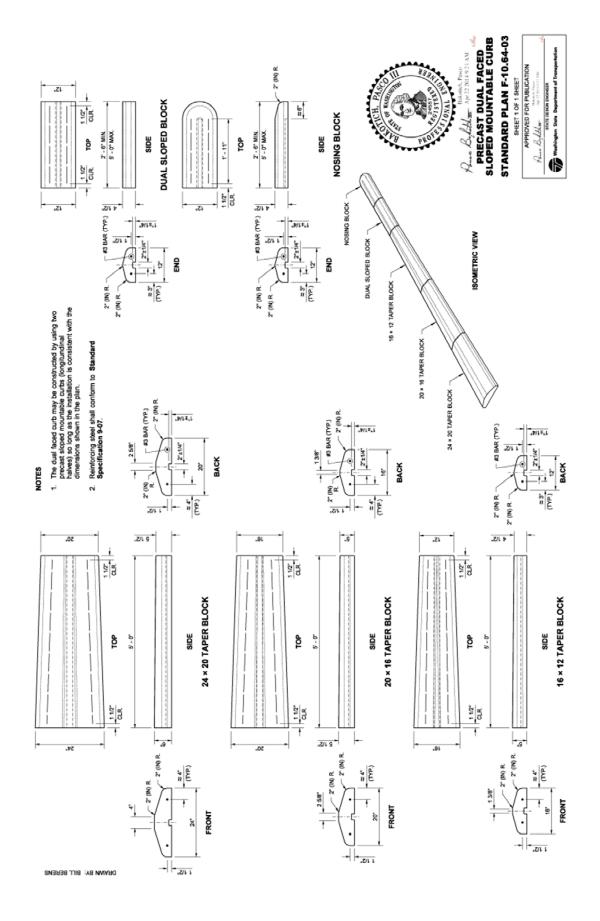


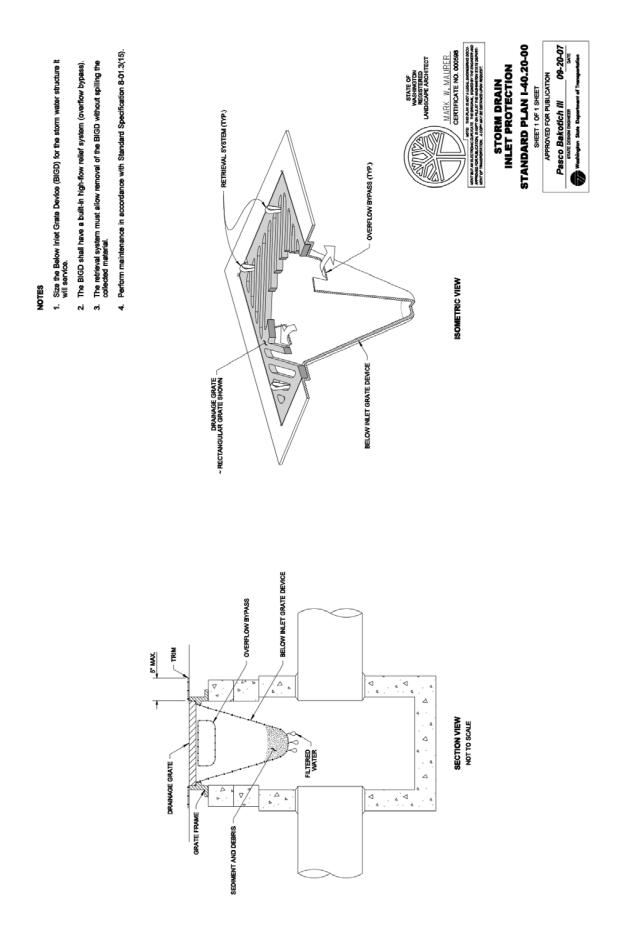


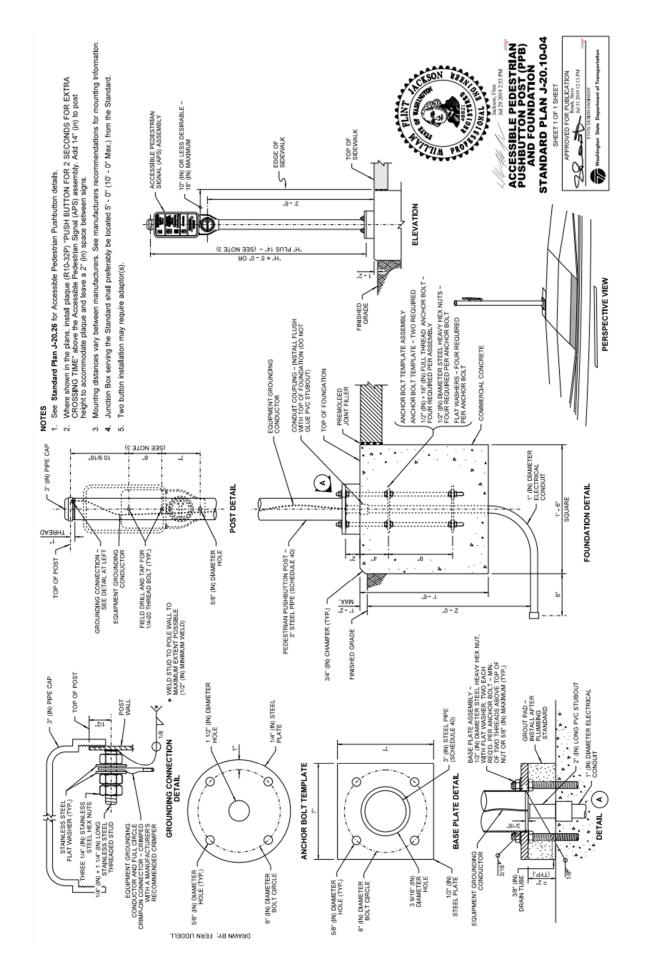


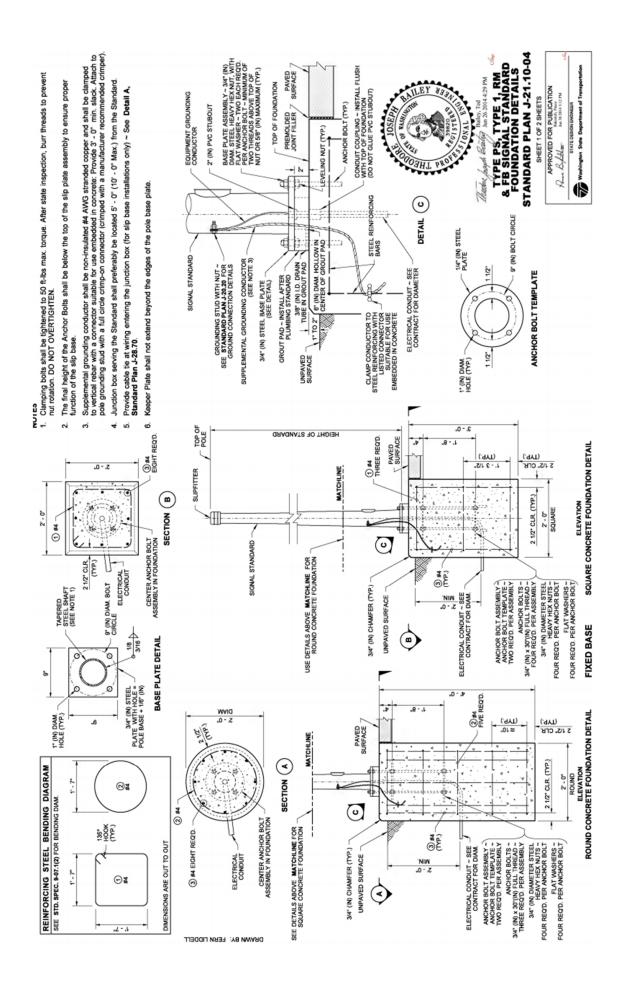


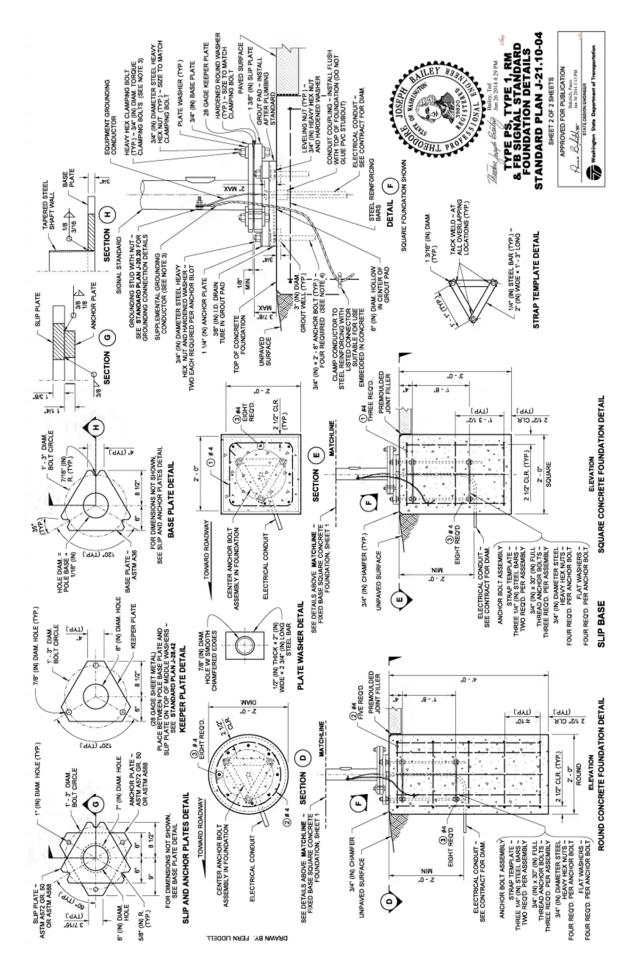


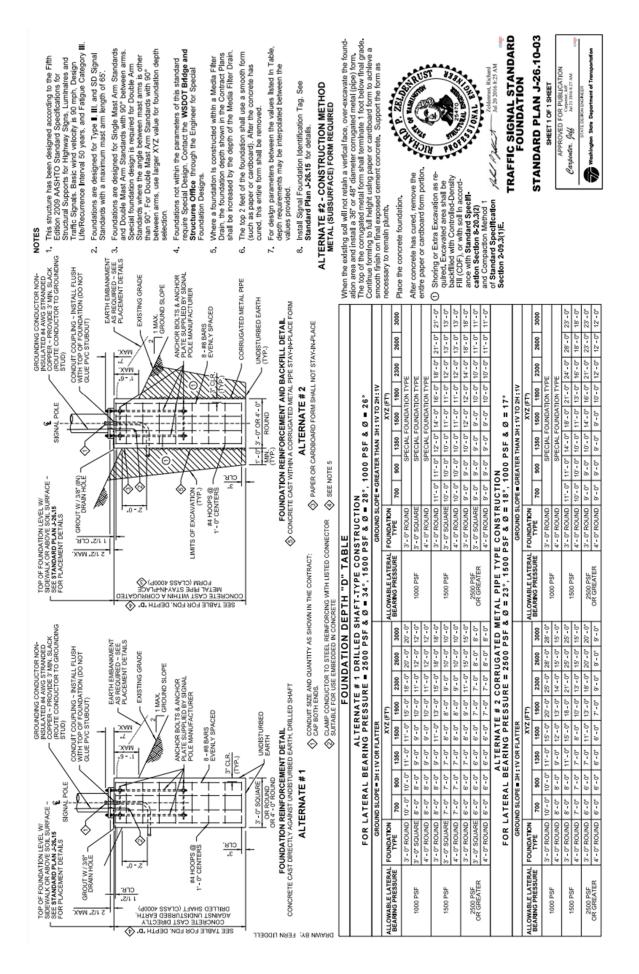


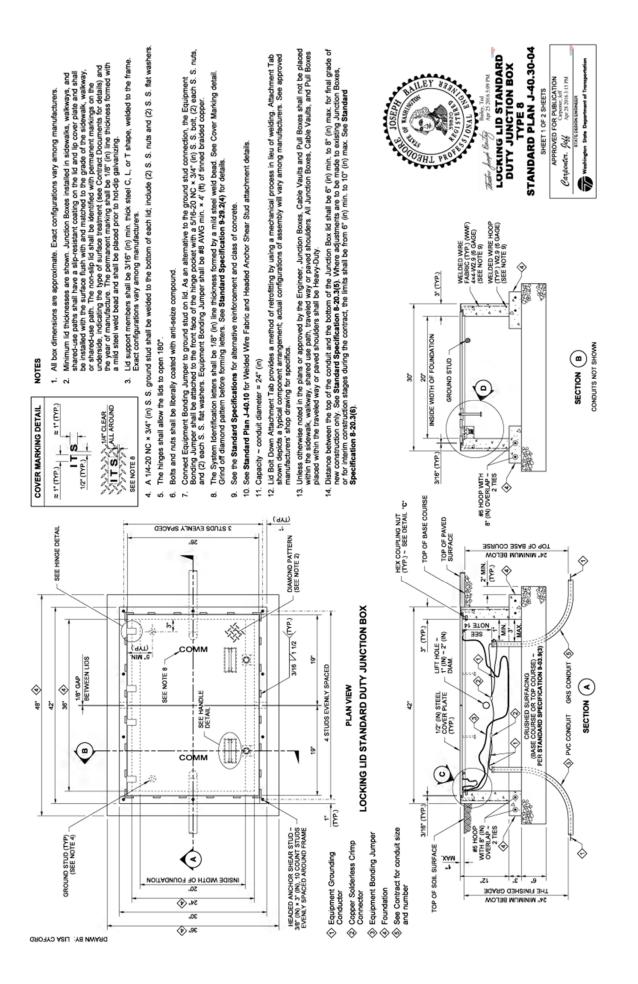


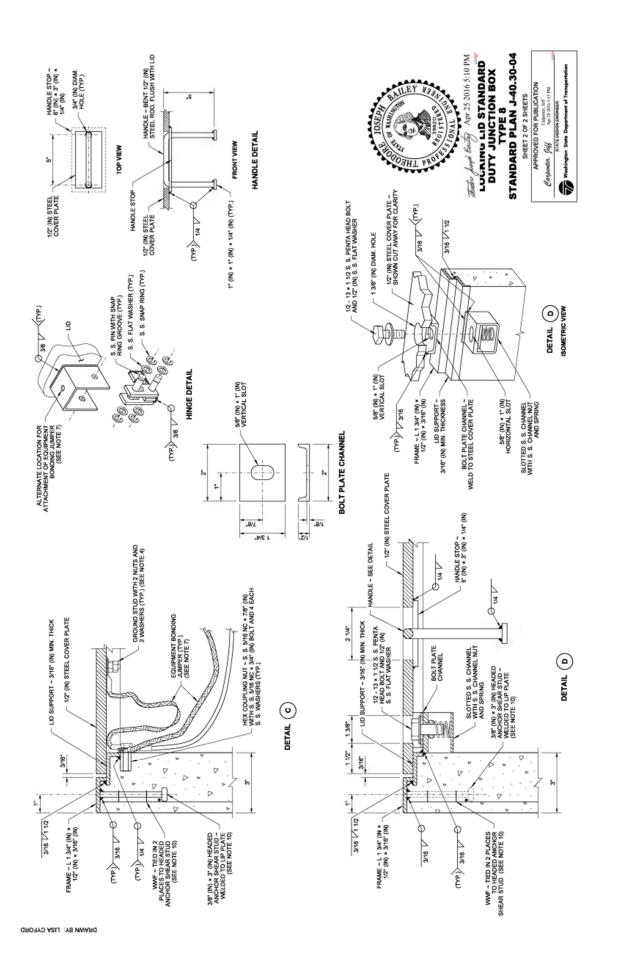












# **APPENDIX A – INADVERTENT DISCOVERY PLAN**

## INADVERTENT DISCOVERY PLAN PLAN AND PROCEDURES FOR THE UNANTICIPATED DISCOVERY OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS<sup>1</sup>

PROJECT TITLE: 6th Street Preservation – Phase II

COUNTY WASHINGTON: Kitsap

Section, Township, Range: Sect 14/15, Township 24, Range 1E

# 1. INTRODUCTION

The following Inadvertent Discovery Plan (IDP) outlines procedures to perform in the event of discovering archaeological materials or human remains, in accordance with state and federal laws.

# 2. RECOGNIZING CULTURAL RESOURCES

A cultural resource discovery could be prehistoric or historic. Examples include:

- a. An accumulation of shell, burned rocks, or other food related materials.
- b. Bones or small pieces of bone.
- c. An area of charcoal or very dark stained soil with artifacts.
- d. Stone tools or waste flakes (i.e. an arrowhead. or stone chips).
- e. Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years.
- f. Buried railroad tracks, decking, or other industrial materials.

When in doubt, assume the material is a cultural resource.

## 3. ON-SITE RESPONSIBILITIES

STEP 1: *Stop Work*. If any employee, contractor or subcontractor believes that he or she has uncovered a cultural resource at any point in the project, all work must stop immediately. Notify the appropriate party(s). Leave the surrounding area untouched, and provide a demarcation adequate to provide the total security, protection, and integrity of the discovery. The discovery location must be secured at all times by a temporary fence or other onsite security.

<sup>&</sup>lt;sup>1</sup> If you need this document in a format for the visually impaired, call Water Quality Reception at Ecology, (360) 407-6600. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

STEP 2: *Notify Archaeological Monitor or Licensed Archaeologist*. If there is an Archaeological Monitor for the project, notify that person. If there is a monitoring plan in place, the monitor will follow the outlined procedure.

STEP 3: *Notify the Project Manager*\_of this project and contact the Ecology Staff Project Manager, or other applicable contacts:

Project Manager:	Ecology Staff Project Manager
Name:	Name:
Phone:	Phone:
Email:	Email:

### Assigned Alternates:

Assigned Project Manager Alternate:	Ecology Cultural Resource Specialist
Name:	(Alternate):
Phone:	Name:
Email:	Phone:
	email:

The Project Manager or applicable staff will make all calls and necessary notifications. **If human remains are encountered**, treat them with dignity and respect at all times. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection and to shield them from being photographed. **Do not call 911 or speak with the media. Do not take pictures unless directed to do so by DAHP. See Section 5.** 

# 4. FURTHER CONTACTS AND CONSULTATION

## A. Project Manager's Responsibilities:

- *Protect Find*: The Project Manager is responsible for taking appropriate steps to protect the discovery site. All work will stop immediately in a surrounding area adequate to provide for the complete security of location, protection, and integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological/cultural material as set forth in this document.
- *Direct Construction Elsewhere on-Site*: The Project Manager may direct construction away from cultural resources to work in other areas prior to contacting the concerned parties.
- *Contact Senior Staff*: If the Senior Staff person has not yet been contacted, the Project Manager must do so.

## B. Senior Staff Responsibilities:

- *Identify Find*: The Senior Staff (or a delegated Cultural Resource Specialist), will ensure that a qualified professional archaeologist examines the area to determine if there is an archaeological find.
  - If it is determined not to be of archaeological, historical, or human remains, work may proceed with no further delay.
  - If it is determined to be an archaeological find, the Senior Staff or Cultural Resource Specialist will continue with all notifications.
  - If the find may be human remains or funerary objects, the Senior Staff or Cultural Resource Specialist will ensure that a qualified physical anthropologist examines the find. If it is determined to be human remains, the procedure described in Section 5 will be followed.
- *Notify DAHP*: The Senior Staff (or a delegated Cultural Resource Specialist) will contact the involved federal agencies (if any) and the Washington Department of Archaeology and Historic Preservation (DAHP).
- *Notify Tribes*: If the discovery may be of interest to Native American Tribes, the DAHP and Ecology Supervisor or Coordinator will coordinate with the interested and/or affected tribes.

## **General Contacts**

Federal Agencies:	State Agencies:
Agency:	Agency:
Name	Name
Title	Title
Number	Number
Email	Email

### Department of Archaeology and Historic Preservation:

D	r. Allyson Brooks	Rob Whitlam, Ph.D.
S	tate Historic Preservation Officer	Staff Archaeologist
30	60-586-3066	360-586-3050
A	ssigned Alternate:	Assigned Alternate:

The DAHP or appropriate Ecology Staff will contact the interested and affected Tribes for a specific project.

### Tribes consulted on this project are:

Tribe	Tribe
Name	Name
Title	Title
Phone	Phone

Email	Email
Tribe	Tribe
Name	Name
Title	Title
Phone	Phone
Email	Email

#### **Further Activities**

- Archaeological discoveries will be documented as described in Section 6.
- Construction in the discovery area may resume as described in Section 7.

# 5. SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL MATERIAL

Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect. Do not take photographs by any means, unless you are pre-approved to do so.

If the project occurs on federal lands or receives federal funding (e.g., national forest or park, military reservation) the provisions of the Native American Graves Protection and Repatriation Act of 1990 apply, and the responsible federal agency will follow its provisions. Note that state highways that cross federal lands are on an easement and are not owned by the state.

If the project occurs on non-federal lands, the Project Manager will comply with applicable state and federal laws, and the following procedure:

# 1. In all cases you must notify a law enforcement agency or Medical Examiner/Coroner's Office:

In addition to the actions described in Sections 3 and 4, the Project Manager will immediately notify the local law enforcement agency or medical examiner/coroner's office.

The Medical Examiner/Coroner (with assistance of law enforcement personnel) will determine if the remains are human, whether the discovery site constitutes a crime scene, and will then notify DAHP.

Enter contact information below:

[Law Enforcement] [Non-Emergency phone number]

#### 2. Participate in Consultation:

Per RCW 27.44.055, RCW 68.50, and RCW 68.60, DAHP will have jurisdiction over non-forensic human remains. Ecology staff will participate in consultation.

#### 3. Further Activities:

- Documentation of human skeletal remains and funerary objects will be agreed upon through the consultation process described in RCW 27.44.055, RCW 68.50, and RCW 68.60.
- When consultation and documentation activities are complete, construction in the discovery area may resume as described in Section 7.

### 6. DOCUMENTATION OF ARCHAEOLOGICAL MATERIALS

Archaeological deposits discovered during construction will be assumed eligible for inclusion in the National Register of Historic Places under Criterion D until a formal Determination of Eligibility is made.

Project staff will ensure the proper documentation and field assessment will be made of any discovered cultural resources in cooperation with all parties: the federal agencies (if any), DAHP, Ecology, affected tribes, and a contracted consultant (if any).

All prehistoric and historic cultural material discovered during project construction will be recorded by a professional archaeologist on a cultural resource site or isolate form using standard and approved techniques. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared for minimal subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps.

Cultural features, horizons and artifacts detected in buried sediments may require further evaluation using hand-dug test units. Units may be dug in controlled fashion to expose features, collect samples from undisturbed contexts, or to interpret complex stratigraphy. A test excavation unit or small trench might also be used to determine if an intact occupation surface is present. Test units will be used only when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to evaluate the site's significance. Excavations will be conducted using state-of-the-art techniques for controlling provenience, and the chronology of ownership, custody and location recorded with precision.

Spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock will be recorded for each probe on a standard form. Test excavation units will be recorded on unit-level forms, which include plan maps for each excavated level, and material type, number, and vertical provenience (depth below surface and stratum association where applicable) for all artifacts recovered from the level. A stratigraphic profile will be drawn for at least one wall of each test excavation unit.

Sediments excavated for purposes of cultural resources investigation will be screened through 1/8-inch mesh, unless soil conditions warrant <sup>1</sup>/<sub>4</sub>-inch mesh.

All prehistoric and historic artifacts collected from the surface and from probes and excavation units will be analyzed, catalogued, and temporarily curated. Ultimate disposition of cultural materials will be determined in consultation with the federal agencies (if any), DAHP, Ecology and the affected tribes.

Within 90 days of concluding fieldwork, a technical report describing any and all monitoring and resultant archaeological excavations will be provided to the Project Manager, who will forward the report for review and delivery to Ecology, the federal agencies (if any), DAHP, and the affected tribe(s).

If assessment activity exposes human remains (burials, isolated teeth, or bones), the process described in Section 5 will be followed.

### 7. PROCEEDING WITH WORK

Work outside the discovery location may continue while documentation and assessment of the cultural resources proceed. A professional archaeologist must determine the boundaries of the discovery location. In consultation with Ecology, DAHP and any affected tribes, the Project Manager will determine the appropriate level of documentation and treatment of the resource. If there is a federal nexus, Section 106 consultation and associated federal laws will make the final determinations about treatment and documentation.

Work may continue at the discovery location only after the process outlined in this plan is followed and the Project Manager, DAHP, any affected tribes, Ecology (and the federal agencies, if any) determine that compliance with state and federal law is complete.

### 8. RECIPIENT/PROJECT PARTNER RESPONSIBILITY

The Project Recipient/Project Partner is responsible for developing an IDP. The IDP must be immediately available onsite, be implemented to address any discovery, and be available by request by any party. The Project Manager and staff will review the IDP during a project kickoff or pre-construction meeting.

We recommend that you print images in color for accuracy.



Glass-like material

- Angular
- "Unusual" material for area
- "Unusual" shape
- Regularity of flaking
- Variability of size



- Striations or scratching •
- Unusual or unnatural shapes •
- Unusual stone ٠
- Etching ٠
- Perforations ٠
- Pecking ٠
- Regularity in modifications •
- Variability of size, function, • and complexity

6<sup>th</sup> Street Preservation Phase II (Warren to Pacific Ave)

May 5, 2021 Appendix A



- Often smooth
- Unusual shape
- Carved
- Often pointed if used as a tool
- Often wedge shaped like a "shoehorn"





6<sup>th</sup> Street Preservation Phase II (Warren to Pacific Ave) 255 Often smooth

- Unusual shape
- Perforated
- Variability of size

May 5, 2021 Appendix A

## You see fiber or wood artifacts.



- Wet environments needed for preservation
- Variability of size, function, and complexity
- Rare



256

# You see historic period artifacts.



6<sup>th</sup> Street Preservation Phase II (Warren to Pacific Ave) 257

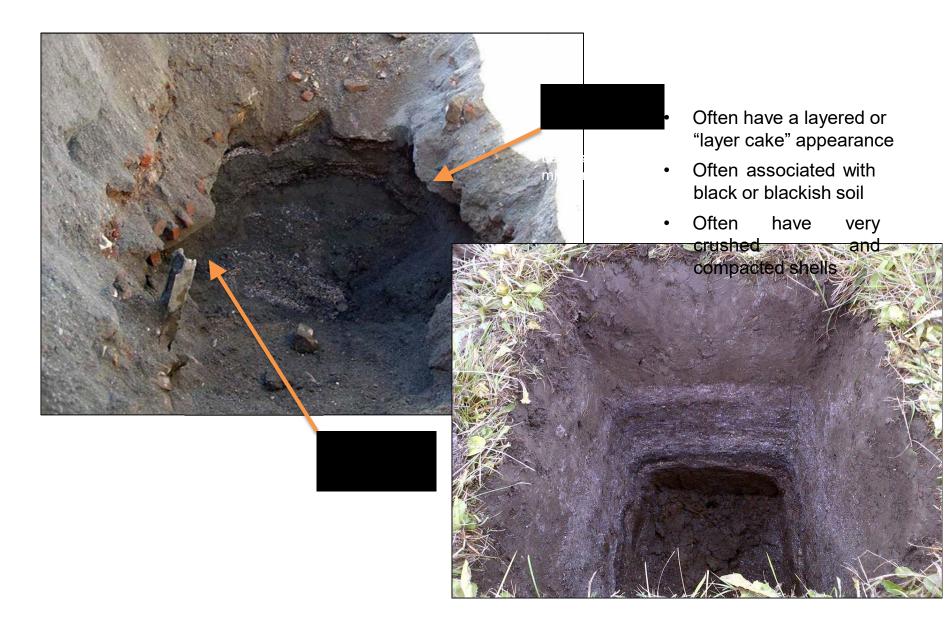
May 5, 2021 Appendix A



- Human activities leave traces in the ground that may or may not have artifacts associated with them
- "Unusual" accumulations of rock (especially fire-cracked rock)
- "Unusual" shaped accumulations of rock (e.g., similar to a fire ring)
- Charcoal or charcoal-stained soils
- Oxidized or burnt-looking soils
- Accumulations of shell
- Accumulations of bones or artifacts
- Look for the "unusual" or out of place (e.g., rock piles or accumulations in areas with few rock)



- "Unusual" accumulations of rock (especially fire-cracked rock)
- "Unusual" shaped accumulations of rock (e.g., similar to a fire ring)
- Look for the "unusual" or out of place (e.g., rock piles or accumulations in areas with few rock)



260

May 5, 2021 Appendix A

# Implement the IDP / UDP if ...

You see historic foundations or buried structures.



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### **APPENDIX B – PREVAILING WAGE RATES FOR WASHINGTON STATE**

#### WASHINGTON STATE DEPARTMENT OF

#### LABOR & INDUSTRIES

#### Prevailing Wage Rates for Public Works Contracts

#### Journey Level Prevailing Rates Effective Date

22-Apr-21

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
Kitsap	Flaggers	Journey Level	\$44.40	7A	4V	8Y
Kitsap	Laborers	Air, Gas Or Electric Vibrating Screed	\$52.39	7A	4V	8Y
Kitsap	Laborers	Airtrac Drill Operator	\$54.01	7A	4V	8Y
Kitsap	Laborers	Ballast Regular Machine	\$52.39	7A	4V	8Y
Kitsap	Laborers	Batch Weighman	\$44.40	7A	4V	8Y
Kitsap	Laborers	Brick Pavers	\$52.39	7A	4V	8Y
Kitsap	Laborers	Brush Cutter	\$52.39	7A	4V	8Y
Kitsap	Laborers	Brush Hog Feeder	\$52.39	7A	4V	8Y
Kitsap	Laborers	Burner	\$52.39	7A	4V	8Y
Kitsap	Laborers	Caisson Worker	\$54.01	7A	4V	8Y
Kitsap	Laborers	Carpenter Tender	\$52.39	7A	4V	8Y
Kitsap	Laborers	Cement Dumper-paving	\$53.35	7A	4V	8Y
Kitsap	Laborers	Cement Finisher Tender	\$52.39	7A	4V	8Y
Kitsap	Laborers	Change House Or Dry Shack	\$52.39	7A	4V	8Y
Kitsap	Laborers	Chipping Gun (30 Lbs. And Over)	\$53.35	7A	4V	8Y
Kitsap	Laborers	Chipping Gun (Under 30 Lbs.)	\$52.39	7A	4V	8Y
Kitsap	Laborers	Choker Setter	\$52.39	7A	4V	8Y
Kitsap	Laborers	Chuck Tender	\$52.39	7A	4V	8Y
Kitsap	Laborers	Clary Power Spreader	\$53.35	7A	4V	8Y
Kitsap	Laborers	Clean-up Laborer	\$52.39	7A	4V	8Y
Kitsap	Laborers	Concrete Dumper/Chute Operator	\$53.35	7A	4V	8Y
Kitsap	Laborers	Concrete Form Stripper	\$52.39	7A	4V	8Y
Kitsap	Laborers	Concrete Placement Crew	\$53.35	7A	4V	8Y
Kitsap	Laborers	Concrete Saw Operator/Core Driller	\$53.35	7A	4V	8Y
Kitsap	Laborers	Crusher Feeder	\$44.40	7A	4V	8Y
Kitsap	Laborers	Curing Laborer	\$52.39	7A	4V	8Y
		Demolition: Wrecking & Moving (Incl.				
Kitsap	Laborers	Charred Material)	\$52.39	7A	4V	8Y
Kitsap	Laborers	Ditch Digger	\$52.39	7A	4V	8Y
Kitsap	Laborers	Diver	\$54.01	7A	4V	8Y
Kitsap	Laborers	Drill Operator (Hydraulic, Diamond)	\$53.35	7A	4V	8Y
Kitsap	Laborers	Dry Stack Walls	\$52.39	7A	4V	8Y
Kitsap	Laborers	Dump Person	\$52.39	7A	4V	8Y
Kitsap	Laborers	Epoxy Technician	\$52.39	7A	4V	8Y
Kitsap	Laborers	Erosion Control Worker	\$52.39	7A	4V	8Y
Kitsap	Laborers	Faller & Bucker Chain Saw	\$53.35	7A	4V	8Y
Kitsap	Laborers	Fine Graders	\$52.39	7A	4V	8Y

К	itsap	Laborers	Firewatch	\$44.40	7A	4V	8Y
К	itsap	Laborers	Form Setter	\$52.39	7A	4V	8Y
К	itsap	Laborers	Gabian Basket Builders	\$52.39	7A	4V	8Y
К	itsap	Laborers	General Laborer	\$52.39	7A	4V	8Y
К	itsap	Laborers	Grade Checker & Transit Person	\$54.01	7A	4V	8Y
К	itsap	Laborers	Grinders	\$52.39	7A	4V	8Y
К	itsap	Laborers	Grout Machine Tender	\$52.39	7A	4V	8Y
			Groutmen (Pressure) Including Post				
К	itsap	Laborers	Tension Beams	\$53.35	7A	4V	8Y
К	itsap	Laborers	Guardrail Erector	\$52.39	7A	4V	8Y
К	itsap	Laborers	Hazardous Waste Worker (Level A)	\$54.01	7A	4V	8Y
К	itsap	Laborers	Hazardous Waste Worker (Level B)	\$53.35	7A	4V	8Y
К	itsap	Laborers	Hazardous Waste Worker (Level C)	\$52.39	7A	4V	8Y
К	itsap	Laborers	High Scaler	\$54.01	7A	4V	8Y
К	itsap	Laborers	Jackhammer	\$53.35	7A	4V	8Y
К	itsap	Laborers	Laserbeam Operator	\$53.35	7A	4V	8Y
К	itsap	Laborers	Maintenance Person	\$52.39	7A	4V	8Y
К	itsap	Laborers	Manhole Builder-Mudman	\$53.35	7A	4V	8Y
К	itsap	Laborers	Material Yard Person	\$52.39	7A	4V	8Y
К	itsap	Laborers	Motorman-Dinky Locomotive	\$53.35	7A	4V	8Y
			Nozzleman (Concrete Pump, Green				
			Cutter When Using Combination Of				
			High Pressure Air & Water On				
			Concrete & Rock, Sandblast, Gunite,				
V	itcon	Laborara	Shotcrete, Water Blaster, Vacuum	ć52.25	7.4	A) /	0.7
	itsap	Laborers	Blaster) Pavement Breaker	\$53.35 \$52.25	7A 7A	4V	8Y 8V
	itsap	Laborers	Pilot Car	\$53.35	7A 7A	4V 4V	8Y 8V
	itsap	Laborers Laborers		\$44.40 \$54.01	7A 7A	4V 4V	8Y 8Y
	itsap		Pipe Layer Lead	•		4V 4V	
	itsap	Laborers	Pipe Layer/Tailor	\$53.35 ¢52.25	7A 7A	4V 4V	8Y 8V
	itsap	Laborers	Pipe Pot Tender	\$53.35 ¢52.25	7A 7A		8Y 8V
	itsap	Laborers	Pipe Reliner	\$53.35 ¢52.25	7A 7A	4V	8Y 8V
	itsap	Laborers	Pipe Wrapper	\$53.35 ¢52.20	7A 7A	4V	8Y
	itsap	Laborers	Pot Tender	\$52.39	7A 7 •	4V	8Y
	itsap	Laborers	Powderman Dowderman la Halaar	\$54.01	7A 7A	4V	8Y
	itsap	Laborers	Powderman's Helper	\$52.39 ¢52.35	7A 7 A	4V	8Y
	itsap	Laborers	Power Jacks	\$53.35 ¢52.25	7A 7A	4V	8Y
	itsap	Laborers	Railroad Spike Puller - Power	\$53.35	7A 7 A	4V	8Y
	itsap	Laborers	Raker - Asphalt	\$54.01	7A	4V	8Y
	itsap	Laborers	Re-timberman	\$54.01	7A	4V	8Y
	itsap	Laborers	Remote Equipment Operator	\$53.35 ¢52.25	7A 7A	4V	8Y
	itsap	Laborers	Rigger/Signal Person	\$53.35 ¢52.20	7A 7 A	4V	8Y
	itsap	Laborers	Rip Rap Person	\$52.39	7A 7 A	4V	8Y
К	itsap	Laborers	Rivet Buster	\$53.35	7A	4V	8Y

#### Benefit Code Key – Effective 3/3/2021 thru 8/31/2021

Kitsap	Laborers	Rodder	\$53.35	7A	4V	8Y
Kitsap	Laborers	Scaffold Erector	\$52.39	7A	4V	8Y
Kitsap	Laborers	Scale Person	\$52.39	7A	4V	8Y
Kitsap	Laborers	Sloper (Over 20)"	\$53.35	7A	4V	8Y
Kitsap	Laborers	Sloper Sprayer	\$52.39	7A	4V	8Y
Kitsap	Laborers	Spreader (Concrete)	\$53.35	7A	4V	8Y
Kitsap	Laborers	Stake Hopper	\$52.39	7A	4V	8Y
Kitsap	Laborers	Stock Piler	\$52.39	7A	4V	8Y
Kitsap	Laborers	Swinging Stage/Boatswain Chair	\$44.40	7A	4V	8Y
		Tamper & Similar Electric, Air & Gas				
Kitsap	Laborers	Operated Tools	\$53.35	7A	4V	8Y
Kitsap	Laborers	Tamper (Multiple & Self-propelled)	\$53.35	7A	4V	8Y
		Timber Person - Sewer (Lagger,				
Kitsap	Laborers	Shorer & Cribber)	\$53.35	7A	4V	8Y
Kitsap	Laborers	Toolroom Person (at Jobsite)	\$52.39	7A	4V	8Y
Kitsap	Laborers	Topper	\$52.39	7A	4V	8Y
Kitsap	Laborers	Track Laborer	\$52.39	7A	4V	8Y
Kitsap	Laborers	Track Liner (Power)	\$53.35	7A	4V	8Y
Kitsap	Laborers	Traffic Control Laborer	\$47.48	7A	4V	9C
Kitsap	Laborers	Traffic Control Supervisor	\$50.31	7A	4V	9C
Kitsap	Laborers	Truck Spotter	\$52.39	7A	4V	8Y
Kitsap	Laborers	Tugger Operator	\$53.35	7A	4V	8Y
		Tunnel Work-Compressed Air Worker				
Kitsap	Laborers	0-30 psi	\$129.67	7A	4V	9B
		Tunnel Work-Compressed Air Worker				
Kitsap	Laborers	30.01-44.00 psi	\$134.70	7A	4V	9B
		Tunnel Work-Compressed Air Worker				
Kitsap	Laborers	44.01-54.00 psi	\$138.38	7A	4V	9B
		Tunnel Work-Compressed Air Worker				
Kitsap	Laborers	54.01-60.00 psi	\$144.08	7A	4V	9B
		Tunnel Work-Compressed Air Worker				
Kitsap	Laborers	60.01-64.00 psi	\$146.20	7A	4V	9B
		Tunnel Work-Compressed Air Worker				
Kitsap	Laborers	64.01-68.00 psi	\$151.30	7A	4V	9B
		Tunnel Work-Compressed Air Worker				
Kitsap	Laborers	68.01-70.00 psi	\$153.20	7A	4V	9B
		Tunnel Work-Compressed Air Worker				
Kitsap	Laborers	70.01-72.00 psi	\$155.20	7A	4V	9B
		Tunnel Work-Compressed Air Worker				
Kitsap	Laborers	72.01-74.00 psi	\$157.20	7A	4V	9B
Kitsap	Laborers	Tunnel Work-Guage and Lock Tender	\$54.11	7A	4V	8Y
Kitsap	Laborers	Tunnel Work-Miner	\$54.11	7A	4V	8Y
Kitsap	Laborers	Vibrator	\$53.35	7A	4V	8Y

#### Benefit Code Key – Effective 3/3/2021 thru 8/31/2021

Kitsap	Laborers	Vinyl Seamer	\$52.39	7A	4V	8Y
Kitsap	Laborers	Watchman	\$40.36	7A	4V	8Y
Kitsap	Laborers	Welder	\$53.35	7A	4V	8Y
Kitsap	Laborers	Well Point Laborer	\$53.35	7A	4V	8Y
Kitsap	Laborers	Window Washer/Cleaner	\$40.36	7A	4V	8Y
Kitsap	Laborers - Underground Sewer & Water	General Laborer & Topman	\$52.39	7A	4V	8Y
Ritsup			JJ2.JJ	74	ΨV	01
	Laborers - Underground					
Kitsap	Sewer & Water	Pipe Layer	\$53.35	7A	4V	8Y
Kitsap	Surveyors	Assistant Construction Site Surveyor	\$69.33	7A	3K	8X
Kitsap	Surveyors	Chainman	\$66.30	7A	3K	8X
Kitsap	Surveyors	Construction Site Surveyor	\$70.49	7A	3K	8X
	Traffic Control					
Kitsap	Stripers	Journey Level	\$49.13	7A	1K	
Kitsap	Truck Drivers	Asphalt Mix Over 16 Yards	\$63.80	5D	4Y	8L
Kitsap	Truck Drivers	Asphalt Mix To 16 Yards	\$62.96	5D	4Y	8L
Kitsap	Truck Drivers	Dump Truck	\$62.96	5D	4Y	8L
Kitsap	Truck Drivers	Dump Truck & Trailer	\$63.80	5D	4Y	8L
Kitsap	Truck Drivers	Other Trucks	\$63.80	5D	4Y	8L
Vitcon	Truck Drivers -	Transit Mix	¢62.80	5D	4Y	O1
Kitsap	Ready Mix		\$63.80	50	4 î	8L

#### Benefit Code Key To State Wages

#### **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 fourten (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 fourteen hour schedule, shall be paid at one and onehalf 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 onehalf times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Benefit Code Key – Effective 3/3/2021 thru 8/31/2021 2 of 14 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.
- 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.
- 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.
  - 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.
  - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double 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.
- 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.
  - 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.
  - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a 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.
  - K. 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 5 am to 6pm 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, and all hours worked in excess of twelve (12) hours in a single shift 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. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

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. Benefit Code Key Effective 3/3/2021 thru 8/31/2021 4 of 14 Overtime Codes Continued 4.
- 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. 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.
- 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 fourday, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- 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.
- H. 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 overtime hours worked, except Labor Day, and all hours on Sunday 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.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Benefit Code Key – Effective 3/3/2021 thru 8/31/2021 5 of 14 Overtime Codes Continued 4.
- J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.

- U. 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. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1  $\frac{1}{2}$ ) the straight time rate.

In the event the job is down due to weather conditions, 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 work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

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.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

 W. 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.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours. Benefit Code Key – Effective 3/3/2021 thru 8/31/2021 6 of 14 Overtime Codes Continued 4.

X. 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. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and onehalf the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Y. 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. 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.

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.

- Z. 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. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- 11. 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. The first ten (10) hours worked on Saturday and all hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

#### Holiday Codes

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
  - C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
  - D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
  - H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
  - I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
  - K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
  - L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
  - N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
  - 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).
- 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. 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).
  - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- 7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

- 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.
- 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.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. 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 the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.

- 7. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (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.
  - H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - 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.
- 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.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. 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 the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.
  (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- 15. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (8). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (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.

#### Note Codes

- 8. 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.
  - 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.
  - V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

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 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.

#### Note Codes Continued

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.

- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. 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. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specific ations require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or doubletime status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift,

then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or doubletime status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) - 130' to 199' - \$0.50 per hour over their classification rate.

(B) - 200' to 299' - \$0.80 per hour over their classification rate.

(C) - 300' and over - \$1.00 per hour over their classification rate.

- B. 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. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.
- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate. 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.
- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

#### Note Codes Continued

- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. 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.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

# Washington State Department of Labor and Industries Policy Statement (Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

- 1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
- 2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
- 3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
- 4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
- 5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
- 6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, ect.? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330

"General Decision Number: WA20210001 02/26/2021

Superseded General Decision Number: WA20200001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication Date
0		01/01/2021
1		01/22/2021
2		02/12/2021
3		02/26/2021

#### CARP0003-006 06/01/2018

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHKIAKUM Counties.

Rate	es	Fringes
Carpenters:		
CARPENTERS\$ 37	.64	16.83
DIVERS TENDERS\$ 43	.73	16.83
DIVERS\$ 87		16.83
DRYWALL\$ 37		16.83
MILLWRIGHTS\$ 38	.17	16.83
PILEDRIVERS\$ 38		16.83
DEPTH PAY: 50 TO 100 FEET \$1.00 PER FOOT OVER 50 101 TO 150 FEET \$1.50 PER FOOT OVER 151 TO 200 FEET \$2.00 PER FOOT OVER	101 FEET	
Zone Differential (Add up Zone 1 rate: Zone 2 - \$0.85	es):	

Zone 3 - 1.25 Zone 4 - 1.70 Zone 5 - 2.00 Zone 6 - 3.00

> BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities. ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

## CARP0030-004 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

Ι	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS\$	46.92	18.02
CARPENTERS ON CREOSOTE		
MATERIAL\$	47.02	18.02
CARPENTERS\$	46.92	18.02
DIVERS TENDER\$	51.89	18.02
DIVERS\$	100.78	18.02
MILLWRIGHT AND MACHINE		
ERECTORS\$	48.42	18.02
PILEDRIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING\$	47.17	18.02

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:				
0 -25 radius miles	Free			
26-35 radius miles	\$1.00/hour			
36-45 radius miles	\$1.15/hour			
46-55 radius miles	\$1.35/hour			
Over 55 radius miles	\$1.55/hour			

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:	
0 -25 radius miles	Free
26-45 radius miles	\$ .70/hour
Over 45 radius miles	\$1.50/hour

## CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian), COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of 120th meridian), KITTITAS (East of 120th meridian), LINCOLN, OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th meridian) Counties

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	Ι	Rates	Fringes
CARPENTER			
GROUP	1\$	35.47	16.88
GROUP	2\$	47.42	18.96
GROUP	3\$	36.66	16.88
GROUP	4\$	36.66	16.88
GROUP	5\$	83.96	16.88
GROUP	6\$	40.23	16.88
GROUP	7\$	41.23	16.88
GROUP	8\$	37.66	16.88
GROUP	9\$	44.23	16.88
CARPENTER &	DIVER CLASSIFICATIONS:		

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE	1	0-45 MILES	FREE
ZONE	2	45-100	\$4.00/PER HOUR
ZONE	3	OVER 100 MILES	\$6.00/PER HOUR

## DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE: 50-100 feet \$2.00 per foot 101-150 feet \$3.00 per foot 151-220 feet \$4.00 per foot 221 feet and deeper \$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT: 0-25 feet Free 26-300 feet \$1.00 per Foot

## SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

## WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit"".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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CARP0770-003 06/01/2020

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES: CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

Fringes Rates CARPENTER CARPENTERS ON CREOSOTE MATERIAL.....\$ 47.02 18.02 CARPENTERS.....\$ 46.92 18.02 DIVERS TENDER.....\$ 51.89 18.02 DIVERS.....\$ 100.78 18.02 MILLWRIGHT AND MACHINE ERECTORS.....\$ 48.42 18.02 PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING......\$ 47.17 18.02 (HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities: Seattle Olympia Bellingham Auburn Bremerton Anacortes Shelton Yakima Renton Aberdeen-Hoquiam Tacoma Wenatchee Ellensburg Everett Port Angeles Centralia Mount Vernon Sunnyside Chelan Pt. Townsend

Zone Pay: 0 -25 radius miles Free 26-35 radius miles \$1.00/hour 36-45 radius miles \$1.15/hour 46-55 radius miles \$1.35/hour Over 55 radius miles \$1.55/hour (HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay: 0 -25 radius miles Free 26-45 radius miles \$ .70/hour Over 45 radius miles \$1.50/hour

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## \* ELEC0046-001 02/21/2021

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER	-	3%+23.66 3%+23.66
* ELEC0048-003 01/01/2021		
CLARK, KLICKITAT AND SKAMANIA COUN	NTIES	
	Rates	Fringes
CABLE SPLICER		21.50 25.48
HOURLY ZONE PAY:		
Hourly Zone Pay shall be paid on free zone computed from the city listed cities:		
Portland, The Dalles, Hood River Astoria	r, Tillamook, S	easide and
Zone Pay: Zone 1: 31-50 miles \$1.50/hour Zone 2: 51-70 miles \$3.50/hour Zone 3: 71-90 miles \$5.50/hour Zone 4: Beyond 90 miles \$9.00/hou	ır	
*These are not miles driven. Zon Street Atlas USA 2006 plus.	nes are based o	n Delorrne
ELEC0048-029 01/01/2021		
COWLITZ AND WAHKIAKUM COUNTY	Rates	Fringes
CABLE SPLICER		21.50 25.48

## ELEC0073-001 07/01/2020

CABLE SPLICER.....\$ 34.10

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

Rates Fringes

16.68

ELECTRICIAN	\$ 37.65	19.68
ELEC0076-002 08/31/2020		
GRAYS HARBOR, LEWIS, MASON, PACI COUNTIES	FIC, PIERCE, ANI	) THURSTON
	Rates	Fringes
CABLE SPLICER		23.81 23.67
ELEC0112-005 06/01/2020		
ASOTIN, BENTON, COLUMBIA, FRANKL WALLA, YAKIMA COUNTIES	IN, GARFIELD, KI	TTITAS, WALLA

	Rates	Fringes
CABLE SPLICER	\$ 50.45	22.27
ELECTRICIAN	\$ 48.05	22.12

ELEC0191-003 06/01/2020

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER	•	17.73 26.16
ELEC0191-004 06/01/2018		

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER		17.63
ELECTRICIAN	\$ 42.45	21.34

## ENGI0302-003 06/01/2020

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR Group 1A Group 1AA Group 1AAA Group 1 Group 2 Group 3 Group 4	\$ 49.13 \$ 49.83 \$ 47.70 \$ 47.08 \$ 46.55	22.47 22.47 22.47 22.47 22.47 22.47 22.47 22.47
Zone Differential (Add to Zone 1 Zone 2 (26-45 radius miles) - \$1 Zone 3 (Over 45 radius miles) -	L.00	

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

#### HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class ""C"" Suit - Base wage rate plus \$ .25 per hour.

H-3 Class ""B"" Suit - Base wage rate plus \$ .50 per hour.

H-4 Class ""A"" Suit - Base wage rate plus \$ .75 per hour.

ENGI0370-002 07/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

Rates

Fringes

ZONE 1:

	-	acco	I I IIIGCO
POWER FOUL	PMENT OPERATOR		
round root			
GROUP	1\$	28.46	17.25
GROUP	2\$	28.78	17.25
GROUP	3\$	29.39	17.25
GROUP	4\$	29.55	17.25
GROUP	5\$	29.71	17.25
GROUP	6\$	29.99	17.25
GROUP	7\$	30.26	17.25
GROUP	8\$	31.36	17.25

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginau or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pumpcrete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operaotr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 qw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragine; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Wateriet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower) 180 ft to 250 ft \$ .50 over scale Over 250 ft \$ .80 over scale

#### NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

#### HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

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ENGI0612-001 06/01/2020

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	I	Rates	Fringes
POWER EQUIE	PMENT OPERATOR		
GROUP	1A\$	49.50	22.47
GROUP	1AA\$	50.22	22.47
GROUP	1AAA\$	50.94	22.47
GROUP	1\$	48.77	22.47
GROUP	2\$	48.15	22.47
GROUP	3\$	47.60	22.47
GROUP	4\$	44.55	22.47

Zone Differential (Add to Zone 1 rates): Zone 2 (26-45 radius miles) = \$1.00 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapersself-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operatorconcrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, rotogrinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following: 1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.

2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class ""D"" Suit - Base wage rate plus \$ .50 per hour.
H-2 Class ""C"" Suit - Base wage rate plus \$1.00 per hour.
H-3 Class ""B"" Suit - Base wage rate plus \$1.50 per hour.
H-4 Class ""A"" Suit - Base wage rate plus \$2.00 per hour.

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ENGI0612-012 06/01/2020

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

Fringes

POWER EQUIPMENT OPERATOR

GROUP	1A\$	48.41	22.47
GROUP	1AA\$	49.13	22.47
GROUP	1AAA\$	49.83	22.47
GROUP	1\$	47.70	22.47
GROUP	2\$	47.08	22.47
GROUP	3\$	46.55	22.47
GROUP	4\$	43.54	22.47

Rates

Zone Differential (Add to Zone 1 rates): Zone 2 (26-45 radius miles) = \$1.00 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapersself-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operatorconcrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, rotogrinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

'OOTNOTE A- Reduced rates may be paid on the following: 1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.

2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class ""D"" Suit - Base wage rate plus \$ .50 per hour.H-2 Class ""C"" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class ""B"" Suit - Base wage rate plus \$1.50 per hour. H-4 Class ""A"" Suit - Base wage rate plus \$2.00 per hour.

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ENGI0701-002 01/01/2018

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER RQUIPMENT OPERATORS: ZONE 1

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP	1\$	41.65	14.35
GROUP	1A\$	43.73	14.35
GROUP	1B\$	45.82	14.35
GROUP	2\$	39.74	14.35
GROUP	3\$	38.59	14.35
GROUP	4\$	37.51	14.35
GROUP	5\$	36.27	14.35
GROUP	6\$	33.05	14.35

Zone Differential (add to Zone 1 rates): Zone 2 - \$3.00 Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or porjects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications. All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

## Group 1

Concrete Batch Plan and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

## Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

#### Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

## Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or ""Trimmer""; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

#### Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

## Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

#### Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

## Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

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## IRON0014-005 07/01/2020

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE, STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes	
IRONWORKER	.\$ 34.59	30.10	
IRON0029-002 07/01/2020			
CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM COUNTIES			
	Rates	Fringes	
IRONWORKER	.\$ 39.10	29.75	
IRON0086-002 07/01/2020			
YAKIMA, KITTITAS AND CHELAN COUN	TIES		
	Rates	Fringes	
IRONWORKER	.\$ 34.59	30.10	
IRON0086-004 07/01/2020			
CLALLAM, GRAYS HARBOR, ISLAND, J MASON, PIERCE, SKAGIT, SNOHOMISH			
	Rates	Fringes	

IRONWORKER.....\$ 43.95 31.00

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#### LAB00238-004 06/01/2020

PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS & WHITMAN COUNTIES

I	Rates	Fringes
LABORER (PASCO) GROUP 1\$ GROUP 2\$ GROUP 3\$ GROUP 4\$ GROUP 5\$	28.79 29.06 29.33	13.65 13.65 13.65 13.65 13.65
LABORER (SPOKANE)		
GROUP 1\$		13.65
GROUP 2\$	28.79	13.65
GROUP 3\$	29.06	13.65
GROUP 4\$		13.65
GROUP 5\$	29.61	13.65

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office. Zone 2: 45 radius miles and over from the main post office.

#### LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezcrete or similar machine,6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class ""A"" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical ""splash suit"" and air purifying respirator); Jackhammer Operator; Miner, Class ""B"" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi- plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Aspahlt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class ""D"", (to include raise and shaft miner, laser beam operator on riases and shafts)

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LABO0238-006 06/01/2019

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes	
Hod Carrier		12.90	
LABO0242-003 06/01/2020			
KING COUNTY			
	Rates	Fringes	
LABORER GROUP 1 GROUP 2A GROUP 3 GROUP 4 GROUP 5	\$ 31.82 \$ 39.81 \$ 40.77 \$ 41.43	12.35 12.35 12.35 12.35 12.35 12.35	
Group 6 BASE POINTS: BELLINGHAM, MT. VE TACOMA, OLYMPIA, CENTRALIA, ABE TOWNSEND, PT. ANGELES, AND BREM	RNON, EVERETT, RDEEN, SHELTON,		
ZONE 1 - Projects within 25 radius miles of the respective city hall ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall ZONE 3 - More than 45 radius miles from the respective city hall			
ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$1.00 ZONE 3 - \$1.30			
BASE POINTS: CHELAN, SUNNYSIDE, W	ENATCHEE, AND Y	AKIMA	
ZONE 1 - Projects within 25 rad city hall ZONE 2 - More than 25 radius mi hall		-	
ZONE DIFFERENTIAL (ADD TO ZONE 1 ZONE 2 - \$2.25	RATES):		

#### LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

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## LABO0252-010 06/01/2020

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC (EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

Rates Fringes LABORER GROUP 1.....\$ 27.78 12.44 GROUP 2.....\$ 31.82 12.44 GROUP 3.....\$ 39.81 12.44 GROUP 4....\$ 40.77 12.44 GROUP 5....\$ 41.43 12.44 BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON ZONE 1 - Projects within 25 radius miles of the respective city hall ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall ZONE 3 - More than 45 radius miles from the respective city hall ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$1.00 ZONE 3 - \$1.30 BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA ZONE 1 - Projects within 25 radius miles of the respective city hall ZONE 2 - More than 25 radius miles from the respective city hall ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$2.25 LABORERS CLASSIFICATIONS GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner) GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

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## LABO0292-008 06/01/2020

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES Rates Fringes LABORER GROUP 1.....\$ 27.78 12.44 GROUP 2.....\$ 31.82 12.44 GROUP 3.....\$ 39.81 12.44 GROUP 4.....\$ 40.77 12.44 GROUP 5.....\$ 41.43 12.44 BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON ZONE 1 - Projects within 25 radius miles of the respective city hall ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall ZONE 3 - More than 45 radius miles from the respective city hall ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$1.00 ZONE 3 - \$1.30 BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA ZONE 1 - Projects within 25 radius miles of the respective city hall ZONE 2 - More than 25 radius miles from the respective city hall ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$2.25 LABORERS CLASSIFICATIONS GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner) GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

#### LABO0335-001 06/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1	\$ 34.93	12.44
GROUP 2	\$ 35.65	12.44
GROUP 3	\$ 36.20	12.44
GROUP 4	\$ 36.66	12.44
GROUP 5	\$ 31.93	12.44
GROUP 6	\$ 29.01	12.44
GROUP 7	\$ 25.14	12.44
Zone Differential (Add to Zone	1 rates):	

Zone 2 \$ 0.65 Zone 3 - 1.15 Zone 4 - 1.70 Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all. ZONE 2: More than 30 miles but less than 40 miles from the respective city hall. ZONE 3: More than 40 miles but less than 50 miles from the respective city hall. ZONE 4: More than 50 miles but less than 80 miles from the respective city hall. ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2020

	Rates	Fringes	
Hod Carrier	\$ 34.93	12.44	

LABO0348-003 06/01/2020

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

Rates Fringes LABORER GROUP 1.....\$ 23.68 12.44 GROUP 2.....\$ 27.17 12.44 GROUP 3.....\$ 29.74 12.44 GROUP 4.....\$ 30.46 12.44 GROUP 5....\$ 30.99 12.44 BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON ZONE 1 - Projects within 25 radius miles of the respective city hall ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall ZONE 3 - More than 45 radius miles from the respective city hall ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$1.00 ZONE 3 - \$1.30 BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA ZONE 1 - Projects within 25 radius miles of the respective city hall ZONE 2 - More than 25 radius miles from the respective city hall ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$2.25 LABORERS CLASSIFICATIONS GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner) GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

PAIN0005-002 07/01/2020

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

Rates Fringes

Painters: STRIPERS.....\$ 31.90 17.23 PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

 Rates
 Fringes

 PAINTER......\$ 20.82
 7.44

 \* PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

Rates Fringes

PAINTER	
Application of Cold Tar	
Products, Epoxies, Polyure	
thanes, Acids, Radiation	
Resistant Material, Water	
and Sandblasting\$ 30.19	11.71
Over 30'/Swing Stage Work\$ 22.20	7.98
Brush, Roller, Striping,	
Steam-cleaning and Spray\$ 22.94	11.61
Lead Abatement, Asbestos	
Abatement\$ 21.50	7.98

\*\$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work of over 30 feet.

PAIN0055-003 07/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes	
PAINTER Brush & Roller Spray and Sandblasting		13.40 13.40	
All high work over 60 ft. = base	rate + \$0.75		
PAIN0055-006 03/01/2020			
CLARK, COWLITZ, KLICKITAT, SKAMAN	IIA and WAHKIAKU	M COUNTIES	
	Rates	Fringes	
Painters: HIGHWAY & PARKING LOT STRIPER	•	13.40	
PLAS0072-004 06/01/2020			
ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES			
	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER ZONE 1	\$ 31.30	15.53	
Zone Differential (Add to Zone 1	rate): Zone 2 -	\$2.00	
BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee Zone 1: 0 - 45 radius miles from the main post office Zone 2: Over 45 radius miles from the main post office			

# PLAS0528-001 06/01/2020

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

Rates	Fringes	
\$ 45.80	18.54	
\$ 46.30	18.54	
\$ 46.30 	18.54	
NTIES		
Rates	Fringes	
\$ 37.32	18.77	
\$ 36.58 \$ 35.85	18.77 18.77	
\$ 36.58	18.77	
Rates):		
BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER		
of the respect less than 40 m less than 50 m less than 80 m the respective	iles from the iles from the iles from the	
	<pre>\$ 45.80 \$ 46.30 \$ 46.30 </pre>	

### TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1 GROUP 1	\$ 29.46 \$ 29.60 \$ 29.89 \$ 30.03 \$ 30.31	16.40 16.40 16.40 16.40 16.40 16.40 16.40
Zone Differential (Add to Zone 1 H Zone 2 - \$0.65 Zone 3 - 1.15 Zone 4 - 1.70 Zone 5 - 2.75		
BASE POINTS: ASTORIA, THE DALLES,	LONGVIEW AND V	ANCOUVER
ZONE 1: Projects within 30 mile hall.	es of the respe	ctive city
ZONE 2: More than 30 miles but respective city hall.	less than 40 m	iles from the
ZONE 3: More than 40 miles but respective city hall.	less than 50 m	iles from the
ZONE 4: More than 50 miles but respective city hall.	less than 80 m	iles from the
ZONE 5: More than 80 miles from t	the respective ,	city hall.
TRUCK DRIVERS CLASSIFICATIONS		
GROUP 1: A Frame or Hydra lift surface; Articulated Dump Truck Manhaul Driver; Concrete Buggies Pump Truck; Dump Trucks, side, e including Semi Trucks and Trains up to and including 10 cu yds	; Battery Rebui s (power operate end and bottom o s or combination	lders; Bus or ed); Concrete dumps, ns there of:

including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trcuks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

# \* TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers: ZONE A:		
GROUP 1: GROUP 2:	\$ 42.04	20.92 20.92
GROUP 3: GROUP 4: GROUP 5:	\$ 34.26	20.92 20.92 20.92

ZONE B (25-45 miles from center of listed cities\*): Add \$.70 per hour to Zone A rates. ZONE C (over 45 miles from centr of listed cities\*): Add \$1.00 per hour to Zone A rates.

\*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - ""A-frame or Hydralift"" trucks and Boom trucks or similar equipment when ""A"" frame or ""Hydralift"" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows: LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing. LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit."" LEVEL A: +\$.75 per hour - This level utilizes a fullyencapsulated suit with a self-contained breathing apparatus or a supplied air line.

### TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

Rates

Fringes

Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties) AREA 1: 17.40 GROUP 1.....\$ 23.91 GROUP 2....\$ 26.18 17.40 GROUP 3.....\$ 26.68 17.40 GROUP 4.....\$ 27.01 17.40 GROUP 5.....\$ 27.12 17.40 GROUP 6.....\$ 27.29 17.40 GROUP 7.....\$ 27.82 17.40 GROUP 8.....\$ 28.18 17.40 AREA 2: GROUP 1.....\$ 26.05 17.40 GROUP 2....\$ 28.69 17.40 GROUP 3.....\$ 28.80 17.40 GROUP 4.....\$ 29.13 17.40 GROUP 5.....\$ 29.24 17.40 GROUP 6.....\$ 29.24 17.40 GROUP 7.....\$ 29.78 17.40 GROUP 8.....\$ 30.10 17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston
Zone 1: 0-45 radius miles from the main post office.
Zone 2: Outside 45 radius miles from the main post office

# TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraullic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self- loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi- end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable oeprated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons); GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in additon to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air is conjunction with a chemical spash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

#### NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)). The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"