# **CONTRACT DOCUMENTS**

### MAIN STREET IMPROVEMENTS

TIB Project Number 3-W-193(003)-1

Prepared For:

City of Chehalis



Chehalis, Washington

Prepared By:



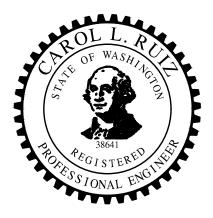
March 2021

Gibbs & Olson Project No. 0155.1081

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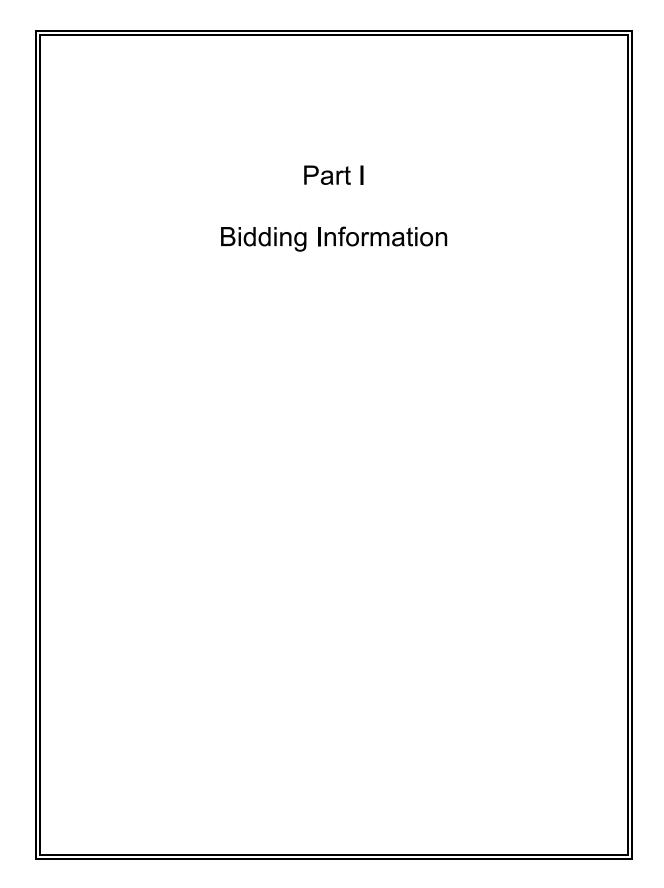
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### **INVITATION TO BID**

### CITY OF CHEHALIS MAIN STREET IMPROVEMENTS

Sealed proposals for furnishing all materials, labor and equipment for the following described work will be received the City Clerk of the City of Chehalis, 350 North Market Blvd. Rm 101, Chehalis, WA 98532, up <u>Thursday, March 18, 2021 at 10:00 A.M.</u> At this time, the sealed bids will be publicly opened and read aloud. A contract will be awarded or all bids rejected within 45 days after the bid opening. The City reserves the right to extend the period of bid consideration subject to the ability of a bidder to withdraw its bid if such an extension is implemented by the City. Bid proposals must be submitted in a sealed opaque envelope clearly marked with the project title and name and address of the bidder. Proposals received after <u>Thursday, March 18, 2021 at 10:00 A.M.</u> will not be considered.

### **PROJECT DESCRIPTION:**

The City of Chehalis proposes a grind and overlay of approximately 1,800 linear feet of 46-footwide paved roadway on Main Street from the Burlington Northern Santa Fe (BNSF) Railway crossing east to Market Boulevard. The project will include performing a 2-inch grind and overlay of the existing roadway, reinstallation of traffic signal detection, pedestrian actuated crossings and replacement of ADA ramps to current requirements. The existing storm drainage will be retained. Existing curb, gutter, sidewalk and street lights will remain. Where power poles are in conflict with the proposed improvements, coordination with Lewis County PUD will take place for relocation of the poles. ADA curb ramps returns will be designed to be ADA compliant.

Bidding documents may be obtained at no cost in PDF format only, from SolicitBid at https://solicitbid.com/Posts/Projects.aspx. Contact SolicitBid at (206) 219-6481 if unable to access the documents online. A Plan Holders List is also on the SolicitBid website. Technical inquiries regarding the project should be directed to the consulting engineer, Gibbs & Olson, Inc., 1157 3<sup>rd</sup> Avenue, Suite 219, Longview, WA 98632 (Phone 360.425.0991, Fax 360.423.3162).

It is the responsibility of the bidders to print and distribute bid documents to potential vendors and sub-contractors. Addenda will be distributed ONLY via Solicit Bid. The City of Chehalis accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addenda and/or who do not acknowledge receipt of all addenda in the bid forms.

All Proposals must be submitted on the Bid Form furnished with the Contract Documents, and each Bid Form must be accompanied by a cashier's check, postal money order or surety bond, by a bonding company licensed to do business in the State of Washington, made payable to City of Chehalis in an amount not less than five percent (5%) of the total bid. No bidder may withdraw their proposal after the time set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding 30 days. City of Chehalis reserves the right to award the bid to the lowest responsible bidder, waive informalities, or reject any or all bids.

The City of Chehalis is an Equal Opportunity and Affirmative Action Employer. Small, Minorityowned, and Women-owned businesses are encouraged to submit bids.

Advertised: March 4<sup>th</sup>, 2021 March 11<sup>th</sup>, 2021

### PRE-BID TECHNICAL QUESTIONS/RFI FORM

### CITY OF CHEHALIS MAIN STREET IMPROVEMENTS

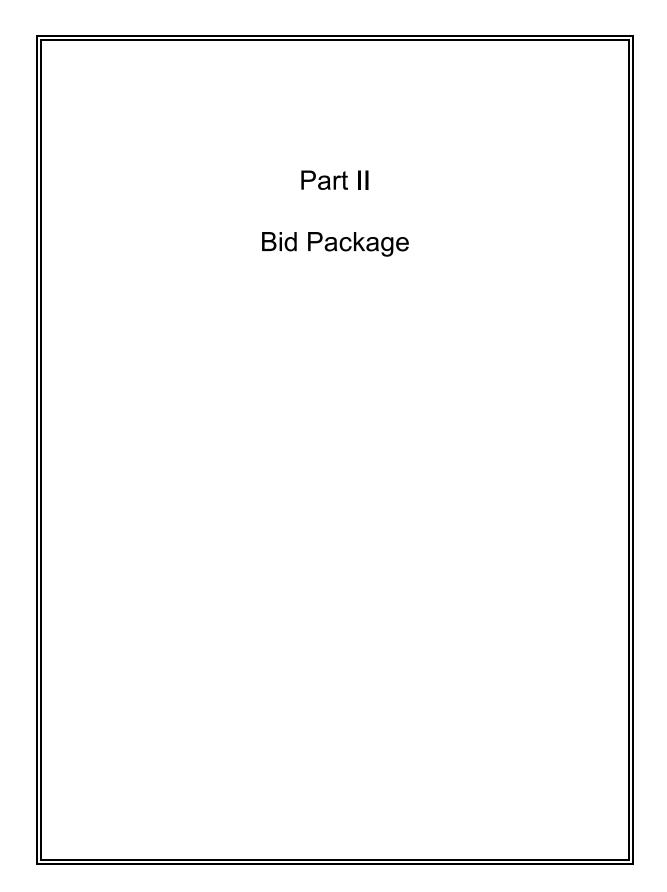
DATE:\_\_\_\_\_

ENGINEER: Carol Ruiz, PE Gibbs & Olson, Inc. 1157 3rd Avenue, Suite 219 P.O. Box 400 Longview, WA 98632 Phone: (360) 425-0991 Email: cruiz@gibbs-olson.com

### SUBMIT ALL PRE-BID TECHNICAL QUESTIONS/RFI TO THE ENGINEER UTILIZING THIS FORM. ALL RESPONSES TO QUESTIONS/RFI WILL BE MADE BY WRITTEN ADDENDUM.

The following question(s) concern Specifications,

Section (number)	Page	Item	Paragraph
The following question(	s) concern Drawings,		
Sheet/Drawing (numbe	r <u>)</u>		
Question(s) submitted b	ру:		
	Name		Organization
Telephone		Fax	
Email			
	END OF Permanent	Sianina DOCU	MENT



### **BIDDER'S CHECKLIST**

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their Bid. Bidders' submittals should include, but are not limited to, the following:

<u>ltem</u>		<u>Checked</u>
1.	Completed Bid Form	
2.	Bidder's Acknowledgement of Receipt of Addenda (If Any)	
3.	Identity of Bidders Representative	
4.	Signed Bidders Signature Page	
5.	Evidence of Authority to Sign Bid	
6.	Proposal Bond or Other Security Equal to 5% of Total Bid Amount	
7.	Power of Attorney for Surety's Agent to Execute Bid Bond	
8.	Certification of Compliance with Payment Statutes	

### The following are to be executed as part of the Contract Award Process:

- 1. Notice of Award
- 2. Public Works Performance Bond
- 3. Public Works Payment Bond
- 4. Local Agency Contract
- 5. Notice to Proceed
- 6. Certificate of Insurance

### **BID FORM**

### **PROJECT IDENTIFICATION:**

City of Chehalis Main Street Improvements

### THIS BID IS SUBMITTED TO:

City Clerk City of Chehalis 350 North Market Blvd, Rm 101 Chehalis, Washington 98532

### 1.0 BIDDERS DECLARATION AND UNDERSTANDING

- 1.1 The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is in all respects fair and without fraud; that it is made without any connection or collusion with any official of the Owner; and that the Bid is made without any connection or collusion with any person making another Bid on this Contract.
- 1.2 The Bidder further declares that they have carefully examined the Bid Documents for the construction of the Project; that they have personally inspected the sites; that they have been satisfied as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Work and to identify the said quantities with the detailed requirements of the Contract Documents and that this Bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this Bid.
- 1.3 The Bidder further declares that they have exercised their own judgment regarding the interpretation of subsurface information and have utilized all data, which they believe pertinent from the Engineer, Owner and other sources in arriving at their conclusions.
- 1.4 In submitting this bid, the Bidder certifies they are qualified to do business in the State of Washington where this project is located as required by the laws, rules and regulations of that State and that the Bidder complies with all of the following Mandatory Responsibility Criteria per RCW 39.04.350, effective July 19, 2019.
  - A. Bidder is an active Registered Contractor with the State of Washington.
  - B. Bidder has a current UBI (Unified Business Identifier) Number.
  - C. Bidder has Industrial Insurance Coverage.
  - D. Bidder has an Employment Security Department Number.
  - E. Bidder has an open State Excise Tax Registration Number.

- F. Bidder is not disqualified from bidding
- 1.5 Appeal procedure If it is determined the Bidder does not meet the Bidder Responsibility Criteria listed above and is therefore not a responsible Bidder, then the Owner shall notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with this determination, the Bidder may appeal the determination within forty-eight (48) hours of receipt of the Owner's determination by presenting additional information to the Owner. The Owner will consider the additional information before issuing a final determination. If the final determination affirms the Bidder is not responsible, then the Owner will not execute a contract with any Bidder until two (2) business days after the Bidder, determination.
- 1.6 The Bidder agrees to hold their bid open for <u>30</u> days after receipt of bid and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Bond.

### 2.0 CONTRACT EXECUTION AND BONDS

- 2.1 The Bidder agrees that if this Bid is accepted, they will, within 15 calendar days after Notification of Award, execute the contract with the Owner in the form included in the Bid Documents, and will, at the time of execution of the Contract, deliver to the Owner the performance and payment bonds required therein and will, to the extent of their Bids, furnish all machinery, tools, apparatus, and other means of construction to do the work in the manner, in the time, and according to the methods as specified in the Contract Documents and required by the Engineer or other project manager designated thereunder.
- 2.2 The Bidder further agrees, if awarded the Contract, to begin work within 10 calendar days after the Notice to Proceed, unless otherwise stipulated in the Notice to Proceed, and to complete the Contract by the dates specified in the Agreement.
- 2.3 Bidder accepts the terms and conditions of the Bidding Document.

### 3.0 LIQUIDATED DAMAGES

- 3.1 Bidder accepts the provisions in the Agreement Form as to liquidated damages which shall be paid to the Owner per the specifications contained in the Agreement.
- 4.0 BID
  - 4.1 The Bidder proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based upon the lump sum or unit prices, it being expressly understood that the lump sum or unit price is independent of the exact quantities involved. Bidder agrees that the lump sum or unit price represents a true measure of the labor, materials, and equipment required to perform the Work, including all allowances for overhead, profit, taxes and fees for each type of Work called for in the Contract Documents. Bidder acknowledges that quantities are not guaranteed and final

payment will be based on actual quantities determined as provided in the Contract Documents.

- 4.2 The bidder shall bid on all of the unit prices for all of the bid items in all of the Bid Schedules. Failure to bid on any unit price for any bid item in any Bid Schedule will qualify the bid as non-responsive. Award shall be based on the lowest responsible bid. The decision to award the project is at the sole discretion of the OWNER. The OWNER will not make an award to more than one bidder.
- 4.3 Bidder agrees to perform all the work described in the Contract for the following unit prices and lump sum prices as quoted in the following Bid Schedules:

## MAIN STREET IMPROVEMENTS

Bid No.	Bid Item	Bid	Unit Bid	Bid
		Quantity	Price	Amount
1.	Mobilization	1 LS	\$	\$
2.	Project Temporary Traffic Control	1 LS	\$	\$
3.	Removal of Structures and Obstructions	1 LS	\$	\$
4.	Roadway Excavation Incl. Haul	210 CY	\$	\$
5.	Crushed Surfacing Top Course	80 TON	\$	\$
6.	Crushed Surfacing Base Course	120 TON	\$	\$
7.	Planing Bituminous Pavement	10,100 SY	\$	\$
8.	HMA CL. ½ IN. PG 58H-22	1,200 TON	\$	\$
9.	Erosion Control and Water Pollution Prevention	1 LS	\$	\$
10.	Inlet Protection	17 EA	\$	\$
11.	Cement Conc. Traffic Curb and Gutter	750 LF	\$	\$
12.	Cement Conc. Pedestrian Curb	370 LF	\$	\$
13.	Raised Pavement Marker Type 2	0.95 HUND	\$	\$
14.	Adjust Monument Case and Cover	1 EA	\$	\$
15.	Cement Conc. Sidewalk	350 SY	\$	\$
16.	Cement Conc. Curb Ramp Type Perpendicular	70 SY	\$	\$
17.	Cement Conc. Curb Ramp Type Parallel	170 SY	\$	\$
18.	Detectable Warning Surface	300 SF		
19.	Traffic Signal Detection Reinstallation	10 EA	\$	\$
20.	Accessible Pedestrian Push Button	1 EA		
21.	Adjust Pedestrian Push Button	6 EA	\$	\$
22.	Permanent Signing	1 LS	\$	\$
23.	Plastic Line	4,800 LF	\$	\$

Bid No.	Bid Item	Bid Quantity	Unit Bid Price	Bid Amount
24.	Plastic Wide Lane Line	500 LF	\$	\$
25.	Plastic Stop Line	330 LF	\$	\$
26.	Plastic Crosswalk Line	1,450 SF	\$	\$
27.	Plastic Bicycle Lane Symbol	17 EA	\$	\$
28.	Plastic Traffic Arrow	8 EA	\$	\$
29.	Plastic Railroad Crossing Symbol	1 EA	\$	\$

Total Cost

\$\_\_\_\_\_

### 5.0 ADDENDA

5.1 Bidder acknowledges receipt of the following Addenda:

Bidder agrees that the Addenda issued are hereby made a part of the Bidding Documents and that the Bid for each bid item includes all impacts that may have resulted from the Addenda.

### 6.0 BIDDERS REPRESENTATIVE

Communications concerning this Bid shall be addressed to the Bidder's representative at the following address:

Bidder's Representative	
Company Name	
Address	
Tolophono	
Telephone	
E-mail:	
IRS Federal Employer's Identification Number	

### 7.0 BIDDERS SIGNATURE PAGE

7.1 SUBMITTED on \_\_\_\_\_, 2021.

State Contractor License No.

Expiration Date:	
------------------	--

7.2 Bidder's Signature Block:

If Bidder is an Individu	Ial: Then this signature block shall be completed, otherwise enter "N/A in the blanks
Name (printed):	
By (signature):	
Doing business as:	
Business address:	
Telephone:	Fax:

If Bidder is a Partners	hip: Then this signature block shall be completed, otherwise enter "N/A in the blanks
Partnership Name:	(seal)
Name (printed):	
By (signature):	
by (signature).	
	(Name of General Partner authorized to sign.)
Business address:	
Telephone:	Fax:
1	

If Bidder is a Corporation enter "N/A in the blanks	on: Then this signature block shall be completed, otherwise
Corporate Name:	(seal)
State of Incorporation	
Type of Corporation	
	General Business, Professional, Service, Limited Liability
Name & Title	
(printed):	
By (signature):	
	(Attach evidence of authority to sign.)
Corporate Secretary:	
Attest:	
	(Signature of Corporate Secretary)
Business address:	
Telephone:	Fax:
Date of Qualification to	do business is:

	enture: Then this signature block, and others as appropriate, therwise enter "N/A in the blanks
Joint Venture Name:	(seal)
Name & Title	
(printed):	
	(Name of Joint Venture Partner authorized to sign.)
By (signature):	
	(Signature of Joint Venture Partner – attach evidence of authority to sign.)
Business address:	
Telephone:	Fax:
corporation that is a block as listed above	nust sign. The signature for each individual, partnership and party to the joint venture shall be in the appropriate signature a. Additional copies of the signature block shall be attached to eded for all signatures.

### LOCAL AGENCY PERFORMANCE BOND

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

of

as principal, and the

a corporation duly organized under the laws of the state of

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)	
	(Suretu)	
	(Surety)	
	(Attorney-in-fact)	

, and

### **CERTIFICATION OF COMPLIANCE WITH PAYMENT STATUTES**

### **CITY OF CHEHALIS**

### MAIN STREET IMPROVEMENTS

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Nan	Bidder's Business Name			
Signature of Authorize	d Official*			
Printed Name				
Title				
Date	City	State		
Check One:				
Sole Proprietorship	Partnership 🗆	Joint Venture □	Corporation	
State of Incorporation, or if not a corporation, State where business entity was formed:				

If a co-partnership, give firm name under which business is transacted:

<sup>\*</sup> If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

### DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE

A. I hereby elect to have the retained percentage of this contract held in a fund by the Owner.

Signed\_\_\_\_\_

Date \_\_\_\_\_

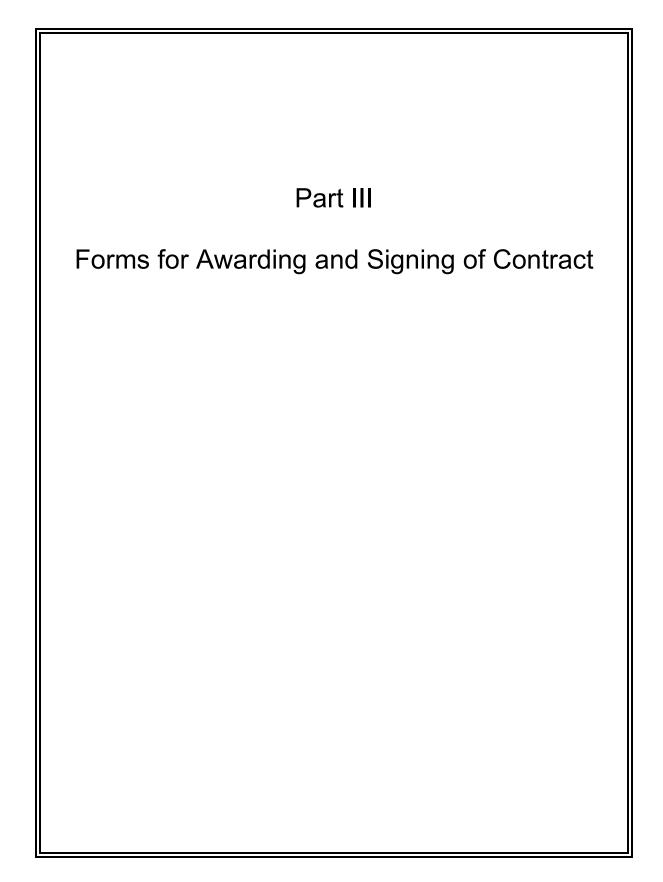
B. I hereby elect to have the Owner to invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.010, .020, and .050.

I hereby designate \_\_\_\_\_\_ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The Owner shall not be liable in any way for any costs or fees in connection therewith.

Signed\_\_\_\_\_

Date \_\_\_\_\_



### **NOTICE OF AWARD**

		Date:	_
Project: N	lain Street Improvements		
Owner: 0	City of Chehalis	Owner's Contract No.:	
Contract:		Engineer's Project No.: 0155	5.1081
Bidder:			
Bidder's A	ddress: [send Notice of Award Certified Mail, Return	Receipt Requested]	
		for the above Contract has been cons ie Contract for	
The C	Contract Price of your Contract is	Dollars (\$).	
	nust comply with the following condition is Notice of Award.	is precedent within fifteen [15] days of the da	ate you
1.	Deliver to the Owner three [3] Documents.	ully executed counterparts of the Contrac	t
2.	Other conditions precedent:		
Failur	e to comply with these conditions within	the time specified will entitle Owner to consid	der vou

in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten [10] days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By:
Authorized Signature
Title
Date

EJCDC C-510 Notice of Award Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Copy to Engineer

#### PUBLIC WORKS PERFORMANCE BOND to \_\_\_\_\_\_, WA

Bond No.

	, Washington, ( ) has awarded to		
	(Principal), a Contract for the construction of the project		
designated as	, Project No, in		
	_, Washington (Contract), and said Principal is required under the terms		
of that Contract to furnish a bond for	performance of all obligations under the Contract.		
The Principal, and	(Surety), a corporation organized under		
the laws of the State of	and licensed to do business in the State of Washington as		
surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in			
Federal Register by the Audit Staff B	ureau of Accounts, U.S. Treasury Dept., are jointly and severally held and		
firmly bound to the	, in the sum of		
	US Dollars		
(\$	) Total Contract Amount, subject to the provisions herein.		

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the \_\_\_\_\_\_ against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL		SURETY	
Principal Signature	Date	Surety Signature	Date
Printed Name		Printed Name	
Title		Title	
Local office/agent of Surety Company:			
Name		Telephone	·····
Address			

#### PUBLIC WORKS PAYMENT BOND to \_\_\_\_\_, WA

Bond No.

				, Washington, (		) has	awardeo	d to
			(Pri	ncipal), a Contract for			of the pr	oject
designate	d as			, Pro	oject No		-	_, in
			, Washington (C	ontract), and said Prin	cipal is r	required u	under the t	erms
	ntract to fu plicable) 6	•	ayment bond in accord w V.	ith Title 39.08 Revised	Code of	<sup>-</sup> Washing	ton (RCW	) and
The Princi	pal and			(Surety), a	a corpora	ation orga	nized unde	er the
laws of th	e State of		and	licensed to do busines	s in the	State of	Washingto	on as
surety and	d named in	the curre	ent list of "Surety Compa	anies Acceptable in Fe	deral Bo	onds" as p	ublished i	n the
Federal R	egister by t	he Audit S	Staff Bureau of Accounts	s, U.S. Treasury Dept.,	are joint	ly and sev	erally helo	d and
firmly	bound	to		,	in	the	sum	of
								allara
(\$							US Do	onars

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, lower tier subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the \_\_\_\_\_\_ against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors materialpersons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL		SURETY	
Principal Signature	Date	Surety Signature	Date
Printed Name		Printed Name	
Title		Title	
Local office/agent of Surety Company:			
Name	<u> </u>	Telephone	
Address			
Gibbs & Olson Project No. 0155 1081	1	11 - 3	March 2021

Main Street Improvements

Forms for Awarding and Signing Contract – 100% Documents

### LOCAL AGENCY CONTRACT

	THIS AGREEMENT, made and entered into this	day of	, between
the	, and the	-	under and
by vir	tue 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.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants 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 0	Contractor
	Local Agency:
	Title:
	Ву:
	Date:

DOT Form 272-006A EF 07/2011

### SCHEDULE OF UNIT PRICES

### CITY OF CHEHALIS MAIN STREET IMPROVEMENTS

NO.	ITEM	ESTIMA QUANT		UNIT PRICE	TOTAL
	ESTIMATED				
1.	Mobilization	1	LS	\$	\$
2.	Project Temporary Traffic Control	1	LS	\$	\$
3.	Removal of Structures and Obstruction	1	LS	\$	\$
4.	Roadway Excavation Incl. Haul	210	CY	\$	\$
5.	Crushed Surfacing Top Course	80	TON	\$	\$
6.	Crushed Surfacing Base Course	120	TON	\$	\$
7.	Planing Bituminous Pavement	10,100	SY	\$	\$
8.	HMA CL. ½ IN. PG 58H-22	1,200	TON	\$	\$
9.	Erosion Control and Water Pollution Cont	rol 1	LS	\$	\$
10.	Inlet Protection	17	EA	\$	\$
11.	Cement Conc. Traffic Curb and Gutter	750	LF	\$	\$
12.	Cement Conc. Pedestrian Curb	370	LF	\$	\$
13.	Raised Pavement Marker Type 2	0.95	HUND	\$	\$
14.	Adjust Monument Case and Cover	1	EA	\$	\$
15.	Cement Conc. Sidewalk	350	SY	\$	\$
16.	Cement Conc. Curb Ramp Type Perp.	70	SY	\$	\$
17.	Cement Conc. Curb Ramp Type Parallel	170	SY	\$	\$
18.	Detectable Warning Surface	300	SF	\$	\$
19.	Traffic Signal Detection Reinstallation	10	EA	\$	\$
20.	Accessible Pedestrian Push Button	1	EA	\$	\$
21.	Adjust Pedestrian Push Button	6	EA	\$	\$
22.	Permanent Signing	1	LS	\$	\$
23.	Plastic Line	4,800	LF	\$	\$
24.	Plastic Wide Lane Line	500	LF	\$	\$
25.	Plastic Stop Line	330	LF	\$	\$
26.	Plastic Crosswalk Line	1,450	SF	\$	\$
27.	Plastic Bicycle Lane Symbol	17	EA	\$	\$
28.	Plastic Traffic Arrow	8	EA	\$	\$
2 <u>9</u> .	Plastic Railroad Crossing Symbol	1	EA	\$	\$
То	tal	ę	5		

TOTAL (WRITTEN)\_\_\_\_\_

\_dollars(\$)\_\_\_\_\_

\_\_\_\_\_\_

### NOTICE TO PROCEED

	Date:
Project: Main Street Improvements	
Owner: City of Chehalis	Owner's Contract No.:
Contract:	Engineer's Project No.: 0155.1081
Contractor:	
Contractor's Address: [send Notice of Award Certified Mail, Return	n Receipt Requested]

You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. The dates for Substantial Completion are as follows:

### Dates to Achieve Substantial Completion and Final Payment

Before you may start any Work at the Site, the Contract Documents provides that you deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

### List other requirements if applicable.

	Owner
	By:
	Authorized Signature
	Title
	Date
Copy to Engineer	

### **CHANGE ORDER**

Contract Number	Contract Title		Change Order Number
Change Description	<u> </u>		Date
Prime Contractor		Request By	] Contractor 🔲 Other:

Change Description		

Verbal Approval Given By		Verbal Approval Date	Working Days +/-
Original Contract Amount	Current Contract Amount	Est. Net Change This C.O.	Est. Contract Amount

Г

Approval Recommended Approved	Approved
Project Engineer	Owner
Date	Date
Approval Recommended	Approved
Prime Contractor	Agency Contact
Date	Date

### CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Main Street Improvements

Owner: City of Chehalis	Owner's Contract No.:
Contract:	Engineer's Project No.: 0155.1081

### This [tentative] [definitive] Certificate of Substantial Completion applies to:

□ All Work under the Contract Documents:	□ The following specified portions of the Work:
--	---

#### Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

□ Amended Responsibilities □ Not Amended

Owner's Amended Responsibilities:

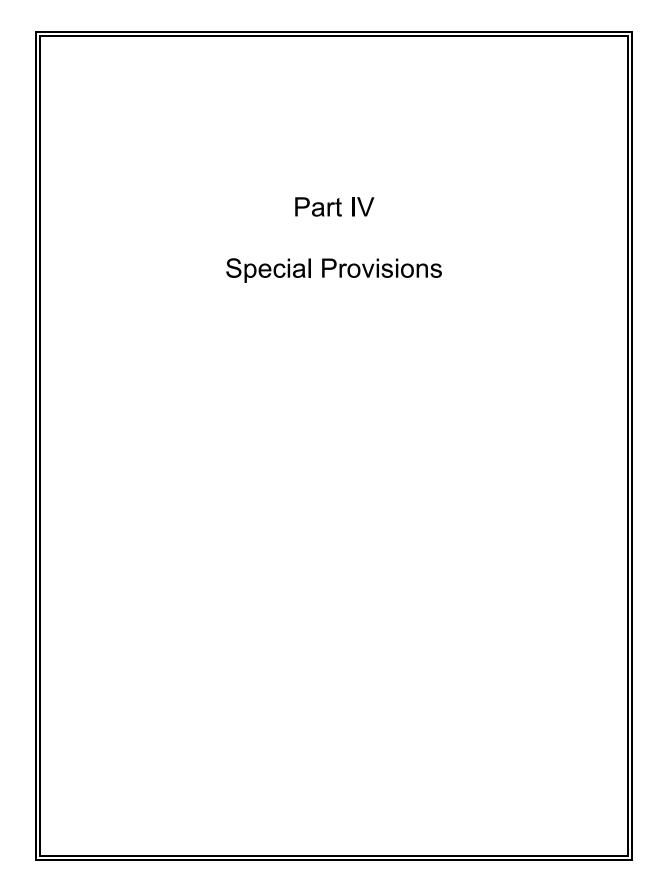
Contractor's Amended Responsibilities:

EJCDC C-625 Certificate of Substantial Completion Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute. The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed By Engineer	Date
Accepted By Contractor	Date
Accepted By Owner	Date

EJCDC C-625 Certificate of Substantial Completion Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.



### INTRODUCTION TO THE SPECIAL PROVISIONS

2 (December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the <u>Standard</u> <u>Specifications for Road, Bridge and Municipal Construction</u>, 20\$\$21\$\$ 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.

10 These Special Provisions are made up of both General Special Provisions (GSPs) from 11 various sources, which may have project-specific fill-ins; and project-specific Special 12 Provisions. Each Provision either supplements, modifies, or replaces the comparable 13 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or 14 addition to any subsection or portion of the Standard Specifications is meant to pertain 15 only to that particular portion of the section, and in no way should it be interpreted that 16 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:

- 20 (March 8, 2013 APWA GSP)
- 21 (April 1, 2013 WSDOT GSP)
- 22 (May 1, 2013 \$\$2\$\$ GSP)
- 23 Also incorporated into the Contract Documents by reference are:
- 24 *N*
- 25 26

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- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition
- City of Chehalis Standard Plans
- 29 Contractor shall obtain copies of these publications, at Contractor's own expense.

### 30 **DESCRIPTION OF WORK**

31 (March 13, 1995 WSDOT GSP)

The Client proposes to grind and overlay 1,800 linear feet of 46 foot wide paved roadway on Main Street from the Burlington Northern Santa Fe (BNSF) Railway crossing east to Market Boulevard. The project will include performing a 2-inch grind and overlay of the existing roadway, reinstallation of traffic signal detection, pedestrian actuated crossings, reconstruction of ADA ramps, signing and channelization. Existing curb, gutter and sidewalk outside the intersections, as well as street lights and the existing storm drain system, will remain.

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### **DIVISION 1**

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### **GENERAL REQUIREMENTS**

### 3 1-01 DEFINITIONS AND TERMS

#### 4 1-01.3 Definitions

- 5 (January 4, 2016 APWA GSP)
- 6 Delete the heading Completion Dates and the three paragraphs that follow it, and 7 replace them with the following:

#### 8 Dates

### 9 Bid Opening Date

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

### 11 Award Date

12 The date of the formal decision of the Contracting Agency to accept the lowest 13 responsible and responsive Bidder for the Work.

### 14 **Contract Execution Date**

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

### 16 Notice to Proceed Date

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

### 18 Substantial Completion Date

19 The day the Engineer determines the Contracting Agency has full and 20 unrestricted use and benefit of the facilities, both from the operational and safety 21 standpoint, any remaining traffic disruptions will be rare and brief, and only minor 22 incidental work, replacement of temporary substitute facilities, plant 23 establishment periods, or correction or repair remains for the Physical 24 Completion of the total Contract.

### 25 Physical Completion Date

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

### 29 **Completion Date**

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

#### 34 Final Acceptance Date

- 35 The date on which the Contracting Agency accepts the Work as complete.
- 36 Supplement this Section with the following:

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".

42 All references to the terms "State" or "state" shall be revised to read "Contracting 43 Agency" unless the reference is to an administrative agency of the State of 44 Washington, a State statute or regulation, or the context reasonably indicates 45 otherwise.

- 1 All references to "State Materials Laboratory" shall be revised to read "Contracting 2 Agency designated location".
- 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.

### 6 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.

### 10 Alternate

11 One of two or more units of work or groups of bid items, identified separately in the 12 Bid Proposal, from which the Contracting Agency may make a choice between 13 different methods or material of construction for performing the same work.

### 14 Business Day

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

### 17 **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.

### 21 Contract Documents

22 See definition for "Contract".

### 23 Contract Time

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

#### 26 Notice of Award

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

#### 29 Notice to Proceed

30 The written notice from the Contracting Agency or Engineer to the Contractor 31 authorizing and directing the Contractor to proceed with the Work and establishing 32 the date on which the Contract time begins.

#### 33 Traffic

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

### 36 1-02 BID PROCEDURE AND CONDITIONS

#### 37 1-02.1 Prequalification of Bidders

38 Delete this section and replace it with the following:

#### 39 1-02.1 Qualifications of Bidder

- 40 (January 24, 2011 APWA GSP)
- 41 Before award of a public works contract, a bidder must meet at least the minimum
- 42 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and 43 qualified to be awarded a public works project.

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

- 2 (June 27, 2011 APWA GSP)
- 3 Delete this section and replace it with the following:
- 4 Information as to where Bid Documents can be obtained or reviewed can be found in 5 the Call for Bids (Advertisement for Bids) for the work.
- 6 After award of the contract, plans and specifications will be issued to the Contractor 7 at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	\$\$1\$\$	Furnished automatically upon award.
Contract Provisions	\$\$1\$\$	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	\$\$1\$\$	Furnished only upon request.

8 Additional plans and Contract Provisions may be obtained by the Contractor from the 9 source stated in the Call for Bids, at the Contractor's own expense.

### 10 1-02.6 Preparation of Proposal

- 11 (December 10, 2020 APWA GSP, Option B)
- 12 Supplement the second paragraph with the following:
- 4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
- 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.
- 17 Delete the last two paragraphs, and replace them with the following:
- 18 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law 19 Compliance form, provided by the Contracting Agency. Failure to return this 20 certification as part of the Bid Proposal package will make this Bid Nonresponsive 21 and ineligible for Award. A Contractor Certification of Wage Law Compliance form is 22 included in the Proposal Forms.
- The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in anymanner.
- A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).
- A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.
- A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

### 1 1-02.7 Bid Deposit

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- 2 (March 8, 2013 APWA GSP)
- 3 Supplement this section with the following:
- 4 Bid bonds shall contain the following:
  - 1. Contracting Agency-assigned number for the project;
  - 2. Name of the project;
    - 3. The Contracting Agency named as obligee;
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  9
  4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
- 5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
- 156. The signature of the surety's officer empowered to sign the bond and the power16of attorney.
- 17 If so stated in the Contract Provisions, bidder must use the bond form included in the18 Contract Provisions.
- 19 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

### 20 1-02.10 Withdrawing, Revising, or Supplementing Proposal

- 21 (July 23, 2015 APWA GSP)
- 22 Delete this section, and replace it with the following:
- After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
   withdraw, revise, or supplement it if:
- The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
- 272. The Contracting Agency receives the request before the time set for receipt of28Bid 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.

### 39 **1-02.12 Public Opening of Proposals**

40 (\*\*\*\*\*)

- 41 This section is supplemented with the following:
- 42 Sealed bids are to be received at the following location prior to the time specified.
- 43 City Clerk of the City of Chehalis
- 44 305 North Market Blvd Room 101
- 45 Chehalis, Washington 98532
- The bid opening date for this project is \*\*\* March 18, 2021 \*\*\*. Bids received will be publicly opened and read after 10:00 A. M. Pacific Time on this date.

#### 1 1-02.13 Irregular Proposals

- 2 (October 1, 2020 APWA GSP)
- 3 Delete this section and replace it with the following: 4 1. A Proposal will be considered irregular and will be rejected if: 5 The Bidder is not pregualified when so required; а b. The authorized Proposal form furnished by the Contracting Agency is not 6 7 used or is altered; 8 c. The completed Proposal form contains any unauthorized additions, 9 deletions, alternate Bids, or conditions; 10 d. The Bidder adds provisions reserving the right to reject or accept the 11 award, or enter into the Contract; 12 e. A price per unit cannot be determined from the Bid Proposal; 13 The Proposal form is not properly executed; f. 14 g. The Bidder fails to submit or properly complete a Subcontractor list, if 15 applicable, as required in Section 1-02.6; 16 h. The Bidder fails to submit or properly complete a Disadvantaged Business 17 Enterprise Certification, if applicable, as required in Section 1-02.6; 18 The Bidder fails to submit written confirmation from each DBE firm listed on i. 19 the Bidder's completed DBE Utilization Certification that they are in 20 agreement with the bidder's DBE participation commitment, if applicable, 21 as required in Section 1-02.6, or if the written confirmation that is submitted 22 fails to meet the requirements of the Special Provisions; 23 The Bidder fails to submit DBE Good Faith Effort documentation, if j 24 applicable, as required in Section 1-02.6, or if the documentation that is 25 submitted fails to demonstrate that a Good Faith Effort to meet the 26 Condition of Award was made: k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as 27 28 required in Section 1-02.6, or if the documentation that is submitted fails to 29 meet the requirements of the Special Provisions: 30 The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as 1. 31 required in Section 1-02.6, or if the documentation that is submitted fails to 32 meet the requirements of the Special Provisions; 33 m. The Bid Proposal does not constitute a definite and unqualified offer to 34 meet the material terms of the Bid invitation; or 35 n. More than one Proposal is submitted for the same project from a Bidder 36 under the same or different names. 37 2. A Proposal may be considered irregular and may be rejected if: 38 a. The Proposal does not include a unit price for every Bid item; 39 b. Any of the unit prices are excessively unbalanced (either above or below 40 the amount of a reasonable Bid) to the potential detriment of the 41 Contracting Agency; 42 c. Receipt of Addenda is not acknowledged; 43 d. A member of a joint venture or partnership and the joint venture or 44 partnership submit Proposals for the same project (in such an instance, 45 both Bids may be rejected); or 46 e. If Proposal form entries are not made in ink. 47 1-02.14 **Disgualification of Bidders** (May 17, 2018 APWA GSP, Option A) 48
- 49 Delete this section and replace it with the following:
- 50 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory 51 bidder responsibility criteria in RCW 39.04.350(1), as amended.

1 The Contracting Agency will verify that the Bidder meets the mandatory bidder 2 responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the 3 Contracting Agency reserves the right to request documentation as needed from the 4 Bidder and third parties concerning the Bidder's compliance with the mandatory 5 bidder responsibility criteria.

6 If the Contracting Agency determines the Bidder does not meet the mandatory bidder 7 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, 8 the Contracting Agency shall notify the Bidder in writing, with the reasons for its 9 determination. If the Bidder disagrees with this determination, it may appeal the 10 determination within two (2) business days of the Contracting Agency's determination 11 by presenting its appeal and any additional information to the Contracting Agency. 12 The Contracting Agency will consider the appeal and any additional information 13 before issuing its final determination. If the final determination affirms that the Bidder 14 is not responsible, the Contracting Agency will not execute a contract with any other 15 Bidder until at least two business days after the Bidder determined to be not 16 responsible has received the Contracting Agency's final determination.

#### 17 **1-02.15 Pre Award Information**

- 18 (August 14, 2013 APWA GSP)
- 19 Revise this section to read:
- 20 Before awarding any contract, the Contracting Agency may require one or more of 21 these items or actions of the apparent lowest responsible bidder:
- A complete statement of the origin, composition, and manufacture of any or all materials to be used,
- 24 2. Samples of these materials for quality and fitness tests,
- A progress schedule (in a form the Contracting Agency requires) showing the
   order of and time required for the various phases of the work,
- 27 4. A breakdown of costs assigned to any bid item,
- 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 306. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
- 3232337. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

#### 34 1-03 AWARD AND EXECUTION OF CONTRACT

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# 36 **1-03.3 Execution of Contract**

- 37 (October 1, 2005 APWA GSP)
- 38 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 \$\$14\$\$ 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. 1 Until the Contracting Agency executes a contract, no proposal shall bind the 2 Contracting Agency nor shall any work begin within the project limits or within 3 Contracting Agency-furnished sites. The Contractor shall bear all risks for any work 4 begun outside such areas and for any materials ordered before the contract is 5 executed by the Contracting Agency.

6 If the bidder experiences circumstances beyond their control that prevents return of
7 the contract documents within the calendar days after the award date stated above,
8 the Contracting Agency may grant up to a maximum of \$\$14\$\$ additional calendar
9 days for return of the documents, provided the Contracting Agency deems the
10 circumstances warrant it.

#### 11 **1-03.4 Contract Bond**

12 (July 23, 2015 APWA GSP)

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- 13 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:
- 19 1. Be on Contracting Agency-furnished form(s);
- 20 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
  - 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;
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  36
  4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
- 37 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
- Be signed by an officer of the Contractor empowered to sign official statements
  (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must
  be signed by the president or vice president, unless accompanied by written
  proof of the authority of the individual signing the bond(s) to bind the
  corporation (i.e., corporate resolution, power of attorney, or a letter to such
  effect signed by the president or vice president).

#### 45 **1-04 SCOPE OF WORK**

# 46 1-04.2 Coordination of Contract Documents, Plans, Special Provisions, 47 Specifications, and Addenda

48 (December 10, 2020 APWA GSP)

- 1 Revise the second paragraph to read:
- 2 Any inconsistency in the parts of the contract shall be resolved by following this order 3 of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
- 4 1. Addenda,
- 5 2. Proposal Form,
- 6 3. Special Provisions,
- 7 4. Contract Plans,
- 8 5. Standard Specifications,
- 9 6. Contracting Agency's Standard Plans or Details (if any), and
- 10 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

# 11 **1-04.6** Increased or Decreased Quantities

- 12 (\*\*\*\*\*)
- 13 Delete this section and replace with the following:
- 14 The bid quantities listed for unit bid items are approximate and are for the purposes 15 of bidding only. Overruns or underruns in these bid items shall not be cause for
- adjustment in the unit prices. Standard Specification Section 1-04.6 "Increased or
- 17 Decreased Quantities" does not apply to the bid items listed in the proposal.
- 18 **1-05 CONTROL OF WORK**

# 191-05.4Conformity With and Deviations from Plans and Stakes

20 Supplement this section with the following:

# 21 Roadway and Utility Surveys

22 (July 23, 2015 APWA GSP, Option 1)

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and
 measurements the Engineer deems necessary for completion of the work. These shall
 generally consist of one initial set of:

- 26 1. Slope stakes for establishing grading;
- 27 2. Curb grade stakes;
- 28 3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
- 4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.
- 31 On alley construction projects with minor grade changes, the Engineer shall provide only
- 32 offset hubs on one side of the alley to establish the alignment and grade.
- 33 (\*\*\*\*\*)
- 34 Add the following to the end of this section:
- The Contractor shall provide 3 working days or 72 hours' notice, whichever is greater, for all survey requests to the Engineer. The Engineer shall provide no more than four days of surveying in which any appearance by the survey crew shall count
- 38 as a day of surveying.

# 39 **1-05.7 Removal of Defective and Unauthorized Work**

- 40 (October 1, 2005 APWA GSP)
- 41 Supplement this section with the following:
- 42 If the Contractor fails to remedy defective or unauthorized work within the time 43 specified in a written notice from the Engineer, or fails to perform any part of the work

- required by the Contract Documents, the Engineer may correct and remedy such
   work as may be identified in the written notice, with Contracting Agency forces or by
   such other means as the Contracting Agency may deem necessary.
- If the Contractor fails to comply with a written order to remedy what the Engineer
  determines to be an emergency situation, the Engineer may have the defective and
  unauthorized work corrected immediately, have the rejected work removed and
  replaced, or have work the Contractor refuses to perform completed by using
  Contracting Agency or other forces. An emergency situation is any situation when, in
  the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or
  might cause serious risk of loss or damage to the public.
- 11 Direct or indirect costs incurred by the Contracting Agency attributable to correcting 12 and remedying defective or unauthorized work, or work the Contractor failed or 13 refused to perform, shall be paid by the Contractor. Payment will be deducted by the 14 Engineer from monies due, or to become due, the Contractor. Such direct and 15 indirect costs shall include in particular, but without limitation, compensation for 16 additional professional services required, and costs for repair and replacement of 17 work of others destroyed or damaged by correction, removal, or replacement of the 18 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.
- 25 1-05.11 Final Inspection
- 26 Delete this section and replace it with the following:

# 27 1-05.11 Final Inspections and Operational Testing

28 (October 1, 2005 APWA GSP)

# 29 **1-05.11(1) Substantial Completion Date**

- When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.
- If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.
- Upon receipt of written notice concurring in or denying substantial completion,
  whichever is applicable, the Contractor shall pursue vigorously, diligently and without
  unauthorized interruption, the work necessary to reach Substantial and Physical
  Completion. The Contractor shall provide the Engineer with a revised schedule
  indicating when the Contractor expects to reach substantial and physical completion
  of the work.

1 The above process shall be repeated until the Engineer establishes the Substantial 2 Completion Date and the Contractor considers the work physically complete and 3 ready for final inspection.

#### 4 **1-05.11(2)** Final Inspection and Physical Completion Date

5 When the Contractor considers the work physically complete and ready for final 6 inspection, the Contractor, by written notice, shall request the Engineer to schedule a 7 final inspection. The Engineer will set a date for final inspection. The Engineer and 8 the Contractor will then make a final inspection and the Engineer will notify the 9 Contractor in writing of all particulars in which the final inspection reveals the work 10 incomplete or unacceptable. The Contractor shall immediately take such corrective 11 measures as are necessary to remedy the listed deficiencies. Corrective work shall 12 be pursued vigorously, diligently, and without interruption until physical completion of 13 the listed deficiencies. This process will continue until the Engineer is satisfied the 14 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.

#### 27 **1-05.11(3)** Operational Testing

28 It is the intent of the Contracting Agency to have at the Physical Completion Date a 29 complete and operable system. Therefore when the work involves the installation of 30 machinery or other mechanical equipment; street lighting, electrical distribution or 31 signal systems; irrigation systems; buildings; or other similar work it may be desirable 32 for the Engineer to have the Contractor operate and test the work for a period of time 33 after final inspection but prior to the physical completion date. Whenever items of 34 work are listed in the Contract Provisions for operational testing they shall be fully 35 tested under operating conditions for the time period specified to ensure their 36 acceptability prior to the Physical Completion Date. During and following the test 37 period, the Contractor shall correct any items of workmanship, materials, or 38 equipment which prove faulty, or that are not in first class operating condition. 39 Equipment, electrical controls, meters, or other devices and equipment to be tested 40 during this period shall be tested under the observation of the Engineer, so that the 41 Engineer may determine their suitability for the purpose for which they were installed. 42 The Physical Completion Date cannot be established until testing and corrections 43 have been completed to the satisfaction of the Engineer.

- The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.
- 48 Operational and test periods, when required by the Engineer, shall not affect a 49 manufacturer's guaranties or warranties furnished under the terms of the contract.

- 1 (\*\*\*\*\*)
- 2 Add the following new section:

#### 3 1-05.16 Water and Power

- 4 (October 1, 2005 APWA GSP)
- 5 The Contractor shall make necessary arrangements, and shall bear the costs for 6 power and water necessary for the performance of the work, unless the contract 7 includes power and water as a pay item.
- 8 Add the following new section:

#### 9 1-05.18 Record Drawings

10 (\*\*\*\*\*)

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11 The Contractor shall maintain one set of full size plans for Record Drawings, updated 12 with clear and accurate red-lined field revisions on a daily basis, and within 2 13 business days after receipt of information that a change in Work has occurred. The 14 Contractor shall not conceal any work until the required information is recorded.

15 This Record Drawing set shall be used for this purpose alone, shall be kept separate 16 from other Plan sheets, and shall be clearly marked as Record Drawings. These 17 Record Drawings shall be kept on site at the Contractor's field office, and shall be 18 available for review by the Contracting Agency at all times. The Contractor shall 19 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.

41 When the Contract calls for the Contractor to do the surveying/staking, the applicable 42 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

- 1 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:
- 4 Additions Red 5

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- Deletions Green
- **Comments Blue** 
  - **Dimensions Graphite**
- 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.
- Date all entries. •
- 12 Clearly identify all items in the entry with notes similar to those in the • Contract Drawings (such as pipe symbols, centerline elevations, materials, 13 14 pipe joint abbreviations, etc.).
- 15 The Contractor shall certify on the Record Drawings that said drawings are an 16 accurate depiction of built conditions, and in conformance with the requirements 17 detailed above. The Contractor shall submit final Record Drawings to the 18 Contracting Agency. Contracting Agency acceptance of the Record Drawings is one 19 of the requirements for achieving Physical Completion.
- 20 All costs incurred for preparation of record drawings shall be considered incidental to 21 the bid items and shall be included in the unit contract prices in the proposal. No 22 specific payment will be made for preparation of Record Drawings.

#### 23 1-06 **CONTROL OF MATERIAL**

#### 24 1-06.1 Approval of Materials Prior to Use

- (April 3, 2017 WSDOT GSP) 25
- 26 Section 1-06.1 is supplemented with the following:

27 For each proposed material that is required to be submitted for approval using either the 28 QPL or RAM process the Contractor will be allowed to submit for approval two material 29 sources or manufacturers per material type at no cost. Additional material sources or 30 manufacturers may be submitted for approval and will be processed at a cost of \$125.00 31 per material source or manufacturer submitted by QPL submittal and \$400.00 per 32 material submitted by RAM. All costs for processing additional material sources or 33 manufacturers will be deducted from monies due or that may come due to the 34 Contractor. Subject to a request by the Contractor and a determination by the Engineer 35 the costs for processing may be waived.

#### 36 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

#### 37 1-07.1 Laws to be Observed

- 38 (October 1, 2005 APWA GSP)
- 39 Supplement this section with the following:
- 40 In cases of conflict between different safety regulations, the more stringent regulation 41 shall apply.

1 The Washington State Department of Labor and Industries shall be the sole and 2 paramount administrative agency responsible for the administration of the provisions 3 of the Washington Industrial Safety and Health Act of 1973 (WISHA).

4 The Contractor shall maintain at the project site office, or other well known place at 5 the project site, all articles necessary for providing first aid to the injured. The 6 Contractor shall establish, publish, and make known to all employees, procedures for 7 ensuring immediate removal to a hospital, or doctor's care, persons, including 8 employees, who may have been injured on the project site. Employees should not 9 be permitted to work on the project site before the Contractor has established and 10 made known procedures for removal of injured persons to a hospital or a doctor's 11 care.

12 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy 13 of the Contractor's plant, appliances, and methods, and for any damage or injury 14 resulting from their failure, or improper maintenance, use, or operation. The 15 Contractor shall be solely and completely responsible for the conditions of the project 16 site, including safety for all persons and property in the performance of the work. 17 This requirement shall apply continuously, and not be limited to normal working 18 hours. The required or implied duty of the Engineer to conduct construction review of 19 the Contractor's performance does not, and shall not, be intended to include review 20 and adequacy of the Contractor's safety measures in, on, or near the project site.

- 21 Section 1-07.1 is supplemented with the following:
- 22 (May 13, 2020 WSDOT GSP)

In response to COVID-19, the Contractor shall prepare a project specific COVID-19
 health and safety plan (CHSP) in conformance with Section 1-07.4(2) as
 supplemented in these specifications.

26 **1-07.4 Sanitation** 

# 27 **1-07.4(2)** Health Hazards

- 28 Section 1-07.4(2) is supplemented with the following:
- 29 (May 13, 2020 WSDOT GSP)

# 30 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.
- The CHSP shall address the health and safety of all people associated with the project including State workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards.

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

46 The Contractor shall grant full and unrestricted access to the Engineer for CHSP 47 Inspections. The Engineer (or designee) will conduct periodic compliance inspections on the project site, staging areas, or yards to verify that any ongoing work activity is following 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 (within 1 hour). The Contractor shall immediately remedy the noncompliance incident or suspend all or part of the associated work activity. The Contractor shall satisfy the Engineer that the noncompliance incident has been corrected before the suspension will end.

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

9 Add the following to the end of this section:

#### 10 COVID-19 Site Supervisor

A site-specific COVID-19 Supervisor shall be designated by the Contractor at the job
 site to monitor the health of employees and enforce the COVID-19 Health and Safety
 Plan. The designated COVID-19 Supervisor must be present at all times during
 construction activities.

#### 15 Payment

All costs incurred for adhering to COVID-19 Job Site Requirements shall be considered incidental to the bid items and shall be included in the unit contract prices in the proposal. No specific payment will be made for creating, updating, and implementing COVID-19 Health and Safety Plan; COVID-19 Site Supervisor, safety training, screening, and all cost associated with COVID-19 Job Site Requirements.

# 21 **1-07.6 Permits and Licenses**

- 22 (\*\*\*\*\*)
- 23 Add the following to the end of this section,

The Contractor is required to comply with all requirements of Permits whether included herein or as otherwise required to complete the work. Permit information, as available, is supplied in the attachments to the Special Provisions for the Contractor's convenience. The Contractor is responsible for obtaining copies of final permits. The Owner will provide technical assistance and shall pay direct costs for application fees and permits.

# 30 **1-07.17 Utilities and Similar Facilities**

31 (\*\*\*\*\*)

32 Add the following to the end of this section:

Utilities known by the Owner to be within the location of the planned excavation or project area are shown on the drawings. The Contractor shall bear full responsibility for utilities whether or not shown and shall take all steps required to comply with Chapter 144, Laws of 1984, (RCW 19.122).

# 37 1-08 PROSECUTION AND PROGRESS

- 38 (\*\*\*\*\*)
- 39 Add the following new section:

# 40 **1-08.0(1) Preconstruction Conference**

- 41 (October 10, 2008 APWA GSP)
- 42 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
- 44 invited. The purpose of the preconstruction conference will be:

- 1 1. To review the initial progress schedule;
- 2 2. To establish a working understanding among the various parties associated or 3 affected by the work;
- 4 3. To establish and review procedures for progress payment, notifications, 5 approvals, submittals, etc.; 6
  - 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.
- 9 The Contractor shall prepare and submit at the preconstruction conference the 10 following:
- 11 1. A breakdown of all lump sum items;
- 2. A preliminary schedule of working drawing submittals; and 12
- 13 3. A list of material sources for approval if applicable.

#### 14 1-08.3(2) A Type A Progress Schedule

- 15 (March 13, 2012 APWA GSP)
- 16 Revise this section to read:

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17 The Contractor shall submit \$\$5\$\$ copies of a Type A Progress Schedule no later 18 than at the preconstruction conference, or some other mutually agreed upon 19 submittal time. The schedule may be a critical path method (CPM) schedule, bar 20 chart, or other standard schedule format. Regardless of which format used, the 21 schedule shall identify the critical path. The Engineer will evaluate the Type A 22 Progress Schedule and approve or return the schedule for corrections within 15 23 calendar days of receiving the submittal.

#### 24 1-08.4 Prosecution of Work

25 (August 7, 2006 WSDOT GSP)

- 26 The first sentence of Section 1-08.4 is revised to read:
- 27 The Contractor shall begin work no earlier than the begin work date stated in the 28 written notice provided by the Engineer. The Engineer will provide a minimum of 10 29 calendar days written notice for the date identified as the first working day.

#### 30 1-08.5 Time for Completion

- 31 (March 13, 1995 WSDOT GSP)
- 32 Section 1-08.5 is supplemented with the following:
- 33 This project shall be physically completed within \$\$ 40 \$\$ working days

#### 34 1-08.9 Liquidated Damages

35 (August 14, 2013 APWA GSP)

36 Revise the fourth paragraph to read:

37 When the Contract Work has progressed to Substantial Completion as defined in the 38 Contract, the Engineer may determine that the work is Substantially Complete. The 39 Engineer will notify the Contractor in writing of the Substantial Completion Date. For 40 overruns in Contract time occurring after the date so established, the formula for 41 liquidated damages shown above will not apply. For overruns in Contract time 42 occurring after the Substantial Completion Date, liquidated damages shall be 43 assessed on the basis of direct engineering and related costs assignable to the 44 project until the actual Physical Completion Date of all the Contract Work. The 45 Contractor shall complete the remaining Work as promptly as possible. Upon request 1 by the Project Engineer, the Contractor shall furnish a written schedule for 2 completing the physical Work on the Contract.

#### 3 1-09 MEASUREMENT AND PAYMENT

- 4 **1-09.9** Payments
- 5 (March 13, 2012 APWA GSP)
- 6 Delete the first four paragraphs and replace them with the following:
- 7 The basis of payment will be the actual quantities of Work performed according to8 the Contract and as specified for payment.
- 9 The Contractor shall submit a breakdown of the cost of lump sum bid items at the 10 Preconstruction Conference, to enable the Project Engineer to determine the Work 11 performed on a monthly basis. A breakdown is not required for lump sum items that 12 include a basis for incremental payments as part of the respective Specification. 13 Absent a lump sum breakdown, the Project Engineer will make a determination 14 based on information available. The Project Engineer's determination of the cost of 15 work shall be final.
- Progress payments for completed work and material on hand will be based upon
  progress estimates prepared by the Engineer. A progress estimate cutoff date will
  be established at the preconstruction conference.
- The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.
- 25 The value of the progress estimate will be the sum of the following:
- Unit Price Items in the Bid Form the approximate quantity of acceptable
   units of work completed multiplied by the unit price.
- 28
  2. Lump Sum Items in the Bid Form based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
- 31 3. Materials on Hand 100 percent of invoiced cost of material delivered to Job
   32 site or other storage area approved by the Engineer.
- 33
  34
  4. Change Orders entitlement for approved extra cost or completed extra work as determined by the Engineer.
- 35 Progress payments will be made in accordance with the progress estimate less:
  - 1. Retainage per Section 1-09.9(1), on non-FHWA-funded projects;
    - 2. The amount of progress payments previously made; and
- 383. Funds withheld by the Contracting Agency for disbursement in accordance with39 the Contract Documents.
- 40 Progress payments for work performed shall not be evidence of acceptable 41 performance or an admission by the Contracting Agency that any work has been 42 satisfactorily completed. The determination of payments under the contract will be 43 final in accordance with Section 1-05.1.

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# 1 1-10 TEMPORARY TRAFFIC CONTROL

# 2 1-10.2 Traffic Control Management

# 3 1-10.2(1) General

- 4 Section 1-10.2(1) is supplemented with the following:
- 5 (January 3, 2017 WSDOT GSP)
- 6 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
- 7 the State of Washington. The Traffic Control Supervisor shall be certified by one of the 8 following:
- 9 The Northwest Laborers-Employers Training Trust
- 10 27055 Ohio Ave.
- 11 Kingston, WA 98346
- 12 (360) 297-3035
- 13 Evergreen Safety Council
- 14 12545 135th Ave. NE
- 15 Kirkland, WA 98034-8709
- 16 1-800-521-0778
- 17 The American Traffic Safety Services Association
- 18 Riverside Parkway, Suite 100
- 19 Fredericksburg, Virginia 22406-1022
- 20 Training Dept. Toll Free (877) 642-4637
- 21 Phone: (540) 368-1701
- 22 **1-10.2(2)** Traffic Control Plans

23 (\*\*\*\*\*)

24 Section 1-010.2(2) is supplemented with the following:

The Contractor shall submit a Traffic Control Plan to the City for approval prior to beginning work. The Traffic Control Plan shall conform to the requirements of the Manual of Uniform Traffic Control Devices (MUTCD). The cost associated with developing an approved Traffic Control Plan shall be included in the Project Temporary Traffic Control bid item of this contract. No specific payment will be made for the plan preparation. Contractor will note the requirements for maintaining access in Standard Specifications Section 1-10.

Temporary street closures may be allowed pending City approval. The Contractor will be required to provide local access to residence and businesses which cannot access their property from another location. Local access and emergency vehicle access must be maintained at all times.

36

	DIVISION 2
	EARTHWORK
2-01	CLEARING, GRUBBING, AND ROADSIDE CLEANUP
<b>2-01.1</b> (******)	Description
	ragraph one of Section 2-01.1 which begins "The Contractor shall clear" and ith the following:
Cleari	ng and grubbing on this project shall be performed within the following limits:
betwe	n the right-of-way as required to perform the work in and along West Main St en Burlington Northern Santa Fe (BNSF) Railway crossing east to Market Blvd ntersection approaches) as delineated on the drawings.
that in consid unit c replac	wing and replacing fences, mail boxes, landscaping, or similar improvements interface with the construction shall be done by the Contractor and shall be dered incidental to the construction, and the cost thereof shall be included in the contract prices in the proposal. Said improvements shall be removed and ced to the satisfaction of the Engineer and the Contractor shall, at his own use, completely repair any damage thereto caused by his operations.
"balle The C within accep	nental or decorative shrubs and/or trees removed by the Contractor shall be d" with adequate peat moss, watered and attended until it can be replaced. Contractor shall be responsible for sustaining the growth of shrubs and trees, the confines of the work area, for a period of one year following final tance of the improvements. All costs incurred shall be considered incidental to d items and shall be included in the unit contract prices in the proposal.
shrub prope own e	Contractor shall take adequate precautions to protect existing lawns, trees, s outside of rights-of-way, sidewalk, curbs, pavements, utilities, adjoining rty, and structures and to avoid damage thereto. The Contractor shall, at his expense, completely repair any damage thereto to a condition similar or equal to xisting before such damage or removal at Contractor's expense.
<b>2-01.2 Di</b> (******)	sposal of Usable Material and Debris
Section 2-	-01.2 is supplemented with the following:
	aste site has been provided by the City for this project. Disposal shall be per sal Method 2 of the Standard Specifications.
<b>2-01.2(1)</b> (*****)	Disposal Method No. 1 – Open Burning
Sectio	on 2-01.2(1) is deleted from the specifications in its entirety.
2-01.4 M	easurement

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#### 39 This section is supplemented with the following:

40 Clearing and grubbing shall be considered incidental to other bid items and no unit of 41 measurement will apply.

# 1 2-01.5 Payment

- 2 (\*\*\*\*\*)
- 3 This section is supplemented with the following:
- 4 No payment will be made for clearing and grubbing and this work shall be considered5 incidental to other bid items.

# 6 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

#### 7 2-02.1 Description

- 8 (\*\*\*\*\*)
- 9 Section 2-02.1 is supplemented with the following:
- 10 This work shall consist of the excavation, removal, haul and disposal of the items as 11 identified on the Plans and specified herein.
- 12 Structure excavation, backfill and compaction quantities for the removal of items are 13 not shown on the Plans. This excavation, backfill and compaction work shall be 14 included in the lump sum for "Remove of Structure and Obstruction" or the unit bid 15 price for items included in the Bid Proposal.
- 16 Items of work paid under "Removal of Structures and Obstructions" shall include, but
   17 are not limited to, the items listed below.
- Removal of miscellaneous traffic items;
- Removal of sign foundations;
- Removal of other items as identified on the Plans or in these specifications or as directed by the Engineer;
  - The haul and disposal of these items; and
- Backfill with CSBC and compaction of trenches, holes or pits that result from such removal.
- All costs associated with salvaging or abandoning items where indicated on the Plans shall be included in the lump sum "Removal of Structures and Obstructions".
- Sawcutting for concrete and asphalt removal, including double sawcutting as
   described in the Standard Specifications and herein, shall be included in the
   associated bid items.
- 30 **2-02.2 Vacant**
- 31 (\*\*\*\*\*)

22

32 Section 2-02.2 is supplemented with the following:

#### 33 Materials

34 All voids shall be backfilled with Crushed Surfacing Base Course, per Section 9-03.9(3).

# 35 **2-02.3 Construction Requirements**

36 (\*\*\*\*\*)

- 37 Section 2-02.3 is supplemented with the following:
- 38 Disposal of excavated and removed items shall be per 2-03.3(7) of the Standard 39 Specifications.
- 40 Compaction of subgrade and Crushed Surfacing Base Course shall meet the
- 41 requirements of section 2-03 Roadway Excavation and Embankment and 2-06
- 42 Subgrade Preparation.

- When sawcutting of concrete or combinations of material is required, the depth of cut
   shall be as required to accomplish the intended purpose, without damaging surfaces
   to be left in place.
- Unless otherwise indicated on the drawings or in the specifications, all castings, pipe
  and any of the discarded facilities shall be carefully salvaged and stockpiled as
  directed by the Owner. The Owner shall have salvage rights to all equipment and
  materials. If Owner elects to dispose of any equipment or material, it shall be
  disposed of by the Contractor and at no cost to the Owner.

# 9 **2-02.3(3)** Removal of Pavement, Sidewalks, Curbs and Gutters

- 10 (\*\*\*\*\*)
- 11 Section 2-02.3(3) is supplemented with the following:
- Existing cement concrete sidewalks, roadway slabs, curbs, and curbs and gutters shall be removed at the nearest construction joint where possible and removed and waste hauled as required for the construction of this Project. Where directed by the Engineer, cement concrete curbs or curb and gutter shall be saw-cut prior to removal. Existing pavement shall be precut before commencing excavation and shall be removed as required for the construction.
- 18 Where shown on the Plans or where directed in the field by the Engineer, the 19 Contractor shall make a neat vertical saw-cut at the boundaries of the area to be 20 removed. Care shall be taken during sawcutting so as to prevent damage to the 21 existing asphalt concrete, or concrete, to remain in place. Any pavement or concrete 22 damaged by the Contractor outside the area scheduled for removal due to the 23 Contactor's operations or negligence shall be repaired or replaced to the Contracting 24 Agency's satisfaction by the Contractor at no additional cost to the Contracting 25 Agency.
- All cuts shall be continuous, full depth, and shall be made with saws specifically equipped for this purpose. No skip cutting or jack hammering will be allowed unless specifically approved otherwise in writing by the Engineer.
- Wheel cutting or jack hammering shall not be considered an acceptable means of pavement "cutting", unless pre-approved in writing by the Engineer. However, even if pre-approved as a method of cutting, no payment will be made for this type of work, and it shall be included in the various unit contract and lump sum prices listed in the Proposal.
- The location of all pavement cuts shall be pre-approved by the Engineer in the field before cutting commences.
- All water and slurry material resulting from sawcutting operations shall not be allowed to enter the storm drainage or sanitary sewer system and shall be removed from the site and disposed of in accordance with the Washington State Department of Ecology regulations.

# 40 **2-02.5 Payment**

- 41 (\*\*\*\*\*)
- 42 Section 2-02.5 is replaced with the following:
- 43 Payment shall be made for the following Bid item when it is included in the Proposal:
- 44 "Removal of Structures and Obstructions", lump sum.

45 Payment shall include without limitation, sawcutting, excavation to required
46 subgrade, haul and disposal of items, backfilling and compaction of trenches, holes,
47 or pits that results from such removal of structures and obstructions as identified on

48 the drawings or in these specifications or as directed by the Engineer.

#### 1 2-03 ROADWAY EXCAVATION AND EMBANKMENT

#### 2 2-03.1 Description

- (\*\*\*\*\*) 3
- 4 Section 2-03.1 is supplemented with the following:
- 5 Items of work paid under "Roadway Excavation and Embankment" shall include, but 6 are not limited to, the items listed below.
- 7 Full depth saw cutting and removal of concrete and asphalt pavements. 8 driveways, sidewalks and curbs; 9
  - Excavation to subgrade; •
- 10 • Excavating, hauling and disposing of any unsuitable subgrade material for 11 the proposed roadway section.

#### 12 2-03.3 **Construction Requirements**

13 **Disposal of Surplus Material** 

#### 14 **Contractor-Provided Disposal Site**

- 15 (\*\*\*\*\*)
- 16 Section 2-03.3(7)C is supplemented with the following:
- 17 It shall be the responsibility of the Contractor to assure the disposal site being used 18 meets all Federal, State, and local regulations.
- 19 **Compacting Earth Embankments**
- (\*\*\*\*\*\*) 20
- 21 Section 2-03.3(14)C is supplemented with the following:
- 22 The Contractor shall use Method C to compact all embankments.

#### 23 2-03.5 Payment

- (\*\*\*\*\*) 24
- 25 Section 2-03.5 is supplement with the following:
- 26 Payment shall be made in accordance with Section 1-04.1, for the following Bid 27 items:
- 28 "Roadway Excavation Incl. Haul", per cubic yard.

#### 29 2-06 SUBGRADE PREPARATION

#### 30 2-06.5 Measurement and Payment

- (\*\*\*\*\*) 31
- 32 Section 2-06.5 is modified as follows:
- 33 Preparation and compaction of the subgrade shall be considered incidental to and 34 included in the unit contract prices of other items in the contract.

#### 35 2-07 WATERING

#### 36 2-07.4Measurement

- 37 (\*\*\*\*\*)
- 38 Section 2-07.4 is replaced with the following:

- 1 Water will be measured by meters installed by the City Water Department. If the 2 Contractor chooses to obtain water from a fire hydrant, the Contractor shall make 3 arrangements with the City Water Department for a hydrant meter to be installed, 4 and shall pay all applicable fees. City may limit flow rate – Contractor shall submit 5 flow requirements to be approved by City.
- 6 The Contractor may use only specific hydrants designated by the Water Department
  7 and in strict accordance with its requirements. Hydrant locations available for use
  8 will be provided by the City at the time of construction.
- 9 The Contractor shall secure written permission from and comply with all 10 requirements of the Water Department before obtaining water from fire hydrants. 11 The Contractor shall make application for hydrant use a minimum of 2 weeks prior to 12 obtaining water. The Contractor shall provide the Engineer with written permission 13 from the City Water Department prior to being allowed access to the hydrant.
- 14 The Contractor is not to operate the hydrant. Violation of these requirements will 15 result in fines. The Contractor shall be liable for damages due to malfunctioning or 16 damaged fire hydrants as a result of its actions or negligence.

# 17 2-09 STRUCTURE EXCAVATION

#### 18 **2-09.3(1) General Requirements**

- 19 (\*\*\*\*\*)
- 20 This Section is supplemented with the following:
- When and Work is being considered by the Contractor in the vicinity of an existing utility, the Contractor shall so inform an authority of the particular utility in ample time so that the utility involved and the Contractor may take any precautions necessary to facilitate construction in the vicinity of the utility, and thereby protect that particular utility from damage.

#### 26 Protecting and Maintaining Utility Service

27 The Contractor shall protect and maintain the operational service of existing utility 28 systems in a continuous matter as possible. The Contractor shall have the approval 29 from the Engineer and notification shall be given to the Contracting Agency before 30 any disruptions of service in existing utilities will be allowed. The Contractor shall 31 comply with all of the conditions established by the Engineer and the Contracting 32 Agency. The Contractor shall give the utility owner a minimum notice of 48 hours 33 before disrupting any planned service interruption. No planned interruption to an 34 existing system shall be allowed on Fridays, weekends, or holidays, unless 35 specifically agreed to in writing by the Contracting Agency. Where services are to be 36 shut down, affected parties shall be notified in writing by the Contractor (i.e., door 37 hangers) at least 48 hours and not more than 72 hours in advance of the time and 38 period of shut down. The Contractor shall make every effort to keep shut down 39 schedules to periods of anticipated minimum usage and for the least period of time.

40 Where the construction crosses or is adjacent to existing utilities, the Contractor shall 41 exercise extreme care to protect such utilities from damage. Additionally, the 42 Contractor shall review the Plans, the project site and familiarize himself with the 43 various utilities and plan his construction activities in recognition that the very close 44 proximity of existing utilities to the proposed work will adversely affect production 45 rates of installation of the various planned improvements. The Contractor is hereby 46 advised and cautioned that the location of existing utilities will be cause for 47 considerable care and due diligence on the part of the Contractor. As such, work 48 production rates are anticipated to be significantly impacted by their presence and 49 normal production rates should not be anticipated, during construction by the

1 Contractor for work in these areas. The Contractor shall anticipate minor alignment 2 adjustments will also be required to accommodate the installation of utilities.

# 3 2-11 TRIMMING AND CLEANUP

- 4 2-11.1 Description
- 5 (\*\*\*\*\*)
- 6 Section 2-11.1 is replaced with the following:

This work consists of dressing and trimming the entire public right of way or parcel
under the Contract including, but not limited to, streets and drainage. This work shall
include all necessary work to grade and compact that area behind curbs and
sidewalks to blend into the existing terrain. This work extends to roadbeds,
shoulders, ditches and areas behind curbs and sidewalks.

# 12 2-11.3 Construction Requirements

13 (\*\*\*\*\*)

14 Section 2-11.3 is supplemented with the following:

15 The Contractor shall hand rake and compact slopes to provide a uniform neat 16 appearance, remove or bury all clumps of sod, break up or bury all dirt clods, and 17 bury or remove all rocks larger than 1-inch in diameter.

# 18 2-11.5 Payment

- 19 (\*\*\*\*\*)
- 20 Section 2-11.5 is replaced with the following:
- 21 Trimming and cleanup work shall be considered incidental to other bid items.

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	DIVISION 4
	BASES
4-04	BALLAST AND CRUSHED SURFACING
<b>4-04.4</b>   (******)	MEASUREMENT

- 6 Section 4-04.5 is supplemented with the following:
- 7 Measurement of Crushed Surfacing Top Course shall be per ton.
- 8 Measurement of Crushed Surfacing Base Course shall be per ton.

#### 9 4-04.5 PAYMENT

10 (\*\*\*\*\*)

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- 11 Section 4-04.5 is supplemented with the following:
- The item "Crushed Surfacing Top Course" includes Crushed Surfacing Top Course
   for all sidewalk, ramp, pedestrian curb, driveway and HMA street replacement.
- 14 The item "Crushed Surfacing Base Course" includes Crushed Surfacing Base 15 Course for all curb and gutter, and HMA street replacement.

Payment for Crushed Surfacing Top Course and Crushed Surfacing Base Course
 shall be per ton at unit contract price included in the contract. The unit contract price
 shall include all costs for obtaining the materials, hauling the materials to the site,
 stockpiling, spreading, grading, shaping, compacting and all other incidentals,
 complete, in place

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# **DIVISION 5**

- 2 SURFACE TREATMENTS AND PAVEMENTS
- 3 5-04 HOT MIX ASPHALT

# 4 **5-04.2(2)** Mix Design – Obtaining Project Approval

- 5 (January 3, 2011 WSDOT GSP)
- 6 Section 5-04.2(2) is supplemented with the following:

# 7 ESAL'S

1

8 The number of ESAL's for the design and acceptance of the HMA shall be \$\$ 0.3-3
9 \$\$ million.

- 10 (\*\*\*\*\*)
- 11 Section 5-04.2(2) is supplemented with the following:

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA inthe contract documents.

14 Commercial evaluation will be used for Commercial HMA and for other classes of HMA 15 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, 16 gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted 17 by commercial evaluation shall be as approved by the Project Engineer. Sampling and 18 testing of HMA accepted by commercial evaluation will be at the option of the Project 19 Engineer or Contracting Agency. The Proposal quantity of HMA that is accepted by 20 commercial evaluation will be excluded from the guantities used in the determination of 21 nonstatistical evaluation.

No paving shall begin prior to the approval of the mix design by the Engineer. Fifteen
 days prior to the first day of paving the contractor shall provide one of the following mix
 design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or
   one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & sig-nature) of a valid licensed Washington State
   Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a
   qualified City or County laboratory that is within one year of the approval date.
- The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.
- 37 Mix designs for HMA accepted by Nonstatistical evaluation shall;
- Have the aggregate structure and asphalt binder content determined in
- 39 accordance with WSDOT Standard Operating Procedure 732 and meet the
- 40 requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and 41 stripping are at the discretion of the Engineer, and 9-03.8(6).
  - Gibbs & Olson Project No. 0155.1081 Main Street Improvements

Have anti-strip requirements, if any, for the proposed mix design determined in
 accordance with AASHTO T 283 or T 324, or based on historic anti-strip and
 aggregate source compatibility from previous WSDOT lab testing.

4 At the discretion of the Engineer, agencies may accept verified mix designs older than 12 5 months from the original verification date with a certification from the Contractor that the 6 materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be
based on a review of the Contractor's submittal of WSDOT Form 350-042 (For
commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the
current WSDOT QPL or from one of the processes allowed by this section. Testing of the
HMA by the Contracting Agency for mix design approval is not required.

12 For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and 13 design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

# 14 **5-04.3(8)** Aggregate Acceptance Prior to Incorporation in HMA

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

- 16 Section 5-04.3(8) is deleted and replaced with the following:
- For HMA accepted by nonstatistical evaluation the aggregate properties of sand
  equivalent, uncompacted void content and fracture will be evaluated in accordance
  with Section 3-04.

#### 20 **5-04.3(9) HMA Mixture Acceptance**

- 21 (\*\*\*\*\*)
- 22 Section 5-04.3(9) is deleted and replaced with the following:
- Acceptance of HMA shall be as provided under nonstatistical, or commercial
   evaluation.
- Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial
   Evaluation is specified.
- Commercial evaluation will be used for Commercial HMA and for other classes of
   HMA in the following applications: sidewalks, road approaches, ditches, slopes,
   paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other
   nonstructural applications of HMA accepted by commercial evaluation shall be as
   approved by the Engineer. Sampling and testing of HMA accepted by commercial
   evaluation will be at the option of the Engineer.
- The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

# 36 HMA Tolerances and Adjustments

- Job Mix Formula Tolerances The constituents of the mixture at the time of
   acceptance shall be within tolerance. The tolerance limits will be established as
   follows:
- 40 For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by 41 adding the tolerances below to the approved JMF values. These values will also be 42 the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in 43 Section 1-06.2(2)D2

Property	<u>Non-Statistical</u> Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

1 For Aggregates in the mixture:

2 First, determine preliminary upper and lower acceptance limits by applying the 3 following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", <sup>3</sup> / <sub>4</sub> ", <sup>1</sup> / <sub>2</sub> ", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

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a. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

- 9 2. Job Mix Formula Adjustments An adjustment to the aggregate gradation or
  10 asphalt binder content of the JMF requires approval of the Engineer.
  11 Adjustments to the JMF will only be considered if the change produces material
  12 of equal or better quality and may require the development of a new mix design
  13 if the adjustment exceeds the amounts listed below.
- 14 a. Aggregates -2 percent for the aggregate passing the 1½", 1", ¾", ½", ¾",
  15 and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and
  16 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF
  17 shall be within the range of the control points in Section 9-03.8(6).
- b. Asphalt Binder Content The Engineer may order or approve changes to
  asphalt binder content. The maximum adjustment from the approved mix
  design for the asphalt binder content shall be 0.3 percent
- 21 5-04.3(9)A Vacant
- 22 **5-04.3(9)B** Vacant

# 23 **5-04.3(9)CMixtureAcceptance** – **NonstatisticalEvaluation**

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the
 Contracting Agency by dividing the HMA tonnage into lots.

# 26 **5-04.3(9)C1** Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 800 tons, whichever is less except that the final sublot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin

- 1 at the Contractor's request after the Engineer is satisfied that material conforming to 2 the Specifications can be produced.
- 3 Sampling and testing for evaluation shall be performed on the frequency of one 4 sample per sublot.

#### 5 5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

- 6 Samples for acceptance testing shall be obtained by the Contractor when ordered by 7 the Engineer. The Contractor shall sample the HMA mixture in the presence of the 8 Engineer and in accordance with AASH-TO T 168. A minimum of three samples 9 should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested. 10
- 11 Sampling and testing HMA in a Structural application where quantities are less than 12 400 tons is at the discretion of the Engineer.
- 13 For HMA used in a structural application and with a total project quantity less than 14 800 tons but more than 400 tons, a minimum of one acceptance test shall be 15 performed. In all cases, a minimum of 3 samples will be obtained at the point of 16 acceptance, a minimum of one of the three samples will be tested for conformance to 17 the JMF:
  - If the test results are found to be within specification requirements, additional • testing will be at the Engineer's discretion.
  - If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

#### 23 5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

- 24 Testing of HMA for compliance of Va will at the option of the Contracting Agency. If 25 tested, compliance of Va will use WSDOT SOP 731.
- 26 Testing for compliance of asphalt binder content will be by WSDOT FOP for 27 AASHTO T 308.
- Testing for compliance of gradation will be by FOP for WAQTC T 30/T 11. 28

#### 29 5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

- 30 For each lot of material falling outside the tolerance limits in 5-04.3(9), the 31 Contracting Agency will determine a Composite Pay Factor (CPF) using the following 32
  - price adjustment factors: **Table of Price Adjustment Factors** Constituent Factor "f" 2 All aggregate passing:  $1\frac{1}{2}$ , 1,  $\frac{3}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{8}$  and No.4 sieves All aggregate passing No. 8 sieve 15 All aggregate passing No. 200 sieve 20 Asphalt binder 40 Voids in Material Aggregate (VMA) 2 20 Air Voids (Va) (where applicable)
- 33 Each lot of HMA produced under Nonstatistical Evaluation and having all 34 constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents

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fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

# 7 5-04.3(9)C5 Vacant

#### 8 **5-04.3(9)C6** Mixture Nonstatistical Evaluation – Price Adjustments

9 For each lot of HMA mix produced under Nonstatistical Evaluation when the 10 calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be 11 determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied 12 by 60 percent. The total job mix compliance price adjustment will be calculated as 13 the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract 14 price per ton of mix.

15 If a constituent is not measured in accordance with these Specifications, its individual 16 pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

#### 17 **5-04.3(9)C7** Mixture Nonstatistical Evaluation - Retests

18 The Contractor may request a sublot be retested. To request a retest, the Contractor 19 shall submit a written request within 7 calendar days after the specific test results 20 have been received. A split of the original acceptance sample will be retested. The 21 split of the sample will not be tested with the same tester that ran the original 22 acceptance test. The sample will be tested for a complete gradation analysis, asphalt 23 binder content, and, at the option of the agency, Va. The results of the retest will be 24 used for the acceptance of the HMA in place of the original sublot sample test 25 results. The cost of testing will be deducted from any monies due or that may come 26 due the Contractor under the Contract at the rate of \$500 per sample.

#### 27 **5-04.3 (9)D** Mixture Acceptance – Commercial Evaluation

28 If sampled and tested, HMA produced under Commercial Evaluation and having all 29 constituents falling within the tolerance limits of the job mix formula shall be accepted 30 at the unit Contract price with no further evaluation. When one or more constituents 31 fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-32 04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the 33 appropriate CPF. The commercial tolerance limits will be used in the calculation of 34 the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, 35 backup samples of the existing sublots or samples from the street shall be tested to 36 provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual
 pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

#### 45 **5-04.3(10) HMA Compaction Acceptance**

- 46 (\*\*\*\*\*)
- 47 Delete section 5-04.3(10) and replace with the following:

1 HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, 2 including lanes for intersections, ramps, truck climbing, weaving, and speed change, 3 and having a specified compacted course thickness greater than 0.10-foot, shall be 4 compacted to a specified level of relative density. The specified level of relative 5 density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated 6 in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of 7 the maximum density). The maximum density shall be determined by WSDOT FOP 8 for AASHTO T 729. The specified level of density attained will be determined by the 9 evaluation of the density of the pavement. The density of the pavement shall be 10 determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge 11 correlation will be at the discretion of the Engineer, when using the nuclear density 12 gauge and WSDOT SOP 736 when using cores to determine density.

- 13 Tests for the determination of the pavement density will be taken in accordance with 14 the required procedures for measurement by a nuclear density gauge or roadway 15 cores after completion of the finish rolling.
- 16 If the Contracting Agency uses a nuclear density gauge to determine density the test
   17 procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day
   18 the mix is placed and prior to opening to traffic.
- Roadway cores for density may be obtained by either the Contracting Agency or the
  Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4inches minimum, unless otherwise approved by the Engineer. Roadway cores will be
  tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T
  166.
- If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by
  the Contractor in the presence of the Engineer on the same day the mix is placed
  and at locations designated by the Engineer. If the Contract does not include the Bid
  item "Roadway Core" the Contracting Agency will obtain the cores.
- For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.
- HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.
- HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling
  wheel rutting shall be compacted with a pneumatic tire roller unless otherwise
  approved by the Engineer.

# 40 Test Results

- For a sublot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the sublot and will be used for calculation of the CPF and acceptance of HMA compaction lot.
- When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the sublot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor

to provide the requested traffic control will result in forfeiture of the request for cores.
When the CPF for the lot based on the results of the HMA cores is less than 1.00,
the cost for the coring will be deducted from any monies due or that may become
due the Contractor under the Contract at the rate of \$200 per core and the
Contractor shall pay for the cost of the traffic control.

# 6 5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no
undue displacement, cracking, or shoving occurs. Areas inaccessible to large
compaction equipment shall be compacted by other mechanical means. Any HMA
that becomes loose, broken, contaminated, shows an excess or deficiency of
asphalt, or is in any way defective, shall be removed and replaced with new hot mix
that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

# 20 **5-04.3(10)B** HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

# 27 5-04.3(10)C Vacant

# 28 **5-04.3(10)D** HMA Nonstatistical Compaction

# 29 **5-04.3(10)D1** HMA Nonstatistical Compaction – Lots and Sublots

- HMA compaction which is accepted by nonstatistical evaluation will be based on
   acceptance testing performed by the Contracting Agency dividing the project into
   compaction lots.
- A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 400 tons, whichever is less except that the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738.
- The sublot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.
- HMA mixture accepted by commercial evaluation and HMA constructed under
  conditions other than those listed above shall be compacted on the basis of a test
  point evaluation of the compaction train. The test point evaluation shall be performed
  in accordance with instructions from the Engineer. The number of passes with an
  approved compaction train, required to attain the maximum test point density, shall
  be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel
 wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved
 by the Engineer.

# 4 5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

5 The location of the HMA compaction acceptance tests will be randomly selected by 6 the Engineer from within each sublot, with one test per sublot.

# 7 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

8 For each compaction lot with one or two sublots, having all sublots attain a relative 9 density that is 92 percent of the reference maximum density the HMA shall be 10 accepted at the unit Contract price with no further evaluation. When a sublot does 11 not attain a relative density that is 92 percent of the reference maximum density, the 12 lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate 13 CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in 14 excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 15 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). 16 Additional testing by either a nuclear moisture-density gauge or cores will be 17 completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92% a Non-Conforming Compaction Factor
(NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus
1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated
as the product of CPF, the quantity of HMA in the compaction control lot in tons, and
the unit Contract price per ton of mix.

# 23 **5-04.3(11) A Reject Work – General**

- 24 (\*\*\*\*\*)
- 25 Section 5-04.3(11) A is supplemented with the following:
- HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and
   the Contractor shall submit a corrective action proposal to the Engineer for approval.

# 28 5-04.4 Measurement

- 29 (\*\*\*\*\*)
- 30 Section 5-04.4 is supplemented with the following:
- HMA CI. 1/2 IN. PG 58H-22 will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of liquid asphalt binder, blended sand, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

# 36 **5-04.5 Payment**

- 37 (\*\*\*\*\*)
- 38 Section 5-04.5 is supplemented with the following:
- 39 "HMA Cl. 1/2 IN. PG 58H-22," per ton.

40 The unit Contract price per ton for "HMA CI. 1/2 IN PG 58H-22" shall be full 41 compensation for all costs, including anti-stripping additive and incidental uses listed 42 below, incurred to carry out the requirements of Section 5-04 except for those costs 43 included in other items which are included in this Subsection and which are included

- 44 in the Proposal.
- 45 Incidental uses for Hot Mixed Asphalt shall consist of restoration and adjustment to 46 paved areas such as the back of sidewalks, sidewalk ramps, behind driveway

- 1 approaches, construction of HMA thickened edges, HMA placed as restoration after 2
- structure excavation (trench patching) and other such uses as directed by the Engineer. Incidental uses for Hot Mix Asphalt shall also consist of adjusting adjacent
- 3 4 utility structures, castings or boxes from existing grade to finished grade.
- 5

2 3	DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS
4 5 6	7-20 ADJUSTING VALVE BOXES, MONUMENT CASES, DRAINAGE STRUCTURES AND MANHOLES (******)
7	Section 7-20 is a new section.
8 9	7-20.1 Description (******)
10	Add the following to this section:
11	This work consists of adjusting tops of manholes, boxes and other similar structures.
12	Definitions:

**DIVISION 7** 

- Adjustments To raise, lower or reconstruct structures to a new top elevation flush
   with the surrounding surface.
- Boxes Valve boxes, meter boxes, monument boxes and other similar structures,
  with a cylindrical or rectangular body and removable cover for protection of and
  access to valves, meter, monuments, markers, etc.
- Manholes Manholes, sumps and similar structures designed to permit entry and
   working space usually at intersections of sewer pipes and storm drains.
- 20 Manhole Necks That upper portion of a manhole having vertical walls and a 21 uniform diameter or dimension just sufficient to receive and support the metal frame.

# 22 7-20.2 Materials

23 (\*\*\*\*\*)

1

- Add the following to this section:
- 25 Materials used to adjust structures shall be either existing materials in a condition 26 suitable for reuse, as determined by the Engineer, or new materials that meet the 27 requirements of Section 7-05.2, 8-13.2, 9-29 or other applicable sections.

# 28 **7-20.3 Construction**

- 29 (\*\*\*\*\*)
- 30 Add the following to this section:
- Excavate and backfill according to Section 2-09. Remove and dispose of old
   concrete and other materials according to Section 2-03.3(7)C.
- Obtain approval before reusing salvaged metal frames, covers, grates and fittings on
   structures to be adjusted.

# 35 7-20.3(6) Adjusting Boxes and Similar Structures

- 36 (\*\*\*\*\*)
- 37 This section is supplemented with the following:
- 38 Raise or lower boxes and other similar structures to grade by:
- 39 a. Installation of adjustment rings.

- 1 b. Adding extension of like material below the original structure if raising the 2 structure to a point where it would not enclose or protect its contents.
  - c. Placing precast concrete box extensions or cast-in-place concrete.

# 4 7-20.3(7) Finished Grade

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

3

6 This section is supplemented with the following:

Center a 10-foot straightedge, as far as practical, over the center of the cover of
manholes and boxes. The final grade of the pavement surface and adjusted
manholes and boxes shall not vary more than 1/8 inch from the finished grade and
cross section at any point along the straightedge.

# 11 7-20.4 Measurement

12 (\*\*\*\*\*)

- 13 This section is supplemented with the following:
- Adjustment of boxes and other similar structures shall be considered incidental to other bid items and no unit of measurement will apply.

# 16 7-20.5 Payment

17 (\*\*\*\*\*)

- 18 This section is supplemented with the following:
- 19 No payment will be made for adjustment of boxes or similar structures and this work
- 20 shall be considered incidental to other bid items.
- 21

1		DIVISION 8
2		MISCELLANEOUS CONSTRUCTION
3	8-01	EROSION CONTROL AND WATER POLLUTION CONTROL
4 5	<b>8-01.1</b> (******)	Description
6	Section 8-07	1.1 is supplemented with the following:
7 8 9 10 11 12 13 14 15 16 17 18	and disp Special all erosi as well maintair facilities contract Ecology from co waterwa	<u>Control:</u> This Work consists of furnishing, installing, maintaining, removing posing of water pollution and erosion control items in accordance with these Provisions and the contract drawings. This item also includes maintenance of on control and water pollution control measures as shown on the drawings, as those measures not indicated but required to assure sediment is ned on site and not transmitted to new or existing storm water systems and , including but not limited to street cleaning and inlet protection. The or shall take all necessary precautions and utilize the Department of 's (DOE) best management practices to prevent sediment and fugitive dust postruction activities from entering into stormwater systems, natural bys, or environmentally sensitive areas and from otherwise being carried or the construction area by stormwater or air.
19 20 21 22	erosion Ecology	ater Pollution Prevention Plan (SWPPP): Contractor(s) shall comply with the control requirements of the Owner and Washington State Department of (Ecology). Contractor is responsible for preparing, maintaining and updating water Pollution Prevention Plan per Ecology requirements.
23	8-01.3	Construction Requirements
24	8-01.3(1)	General
25	8-01.3(1)A	Submittals

26 (\*\*\*\*\*)

27 Section 8-01.3(1)A is supplemented with the following:

28 The Contractor shall be required to prepare, maintain and update the erosion control 29 plan, as may be required during the course of the Project. The erosion control 30 details included are provided solely for the establishment of basic erosion control 31 measures and are not intended to be a complete plan.

32 Prior to beginning any concrete work, the Contractor shall submit a plan, for the 33 Engineer's review and approval, outlining the procedures to be used to prevent high 34 pH stormwater or dewatering water from entering surface waters. The plan shall 35 include how the pH of the water will be maintained between pH 6.5 and pH 8.5 prior 36 to being discharged from the project or entering surface waters.

#### 8-01.3(9)D 37 **Inlet Protection**

38 (\*\*\*\*\*)

39 Section 8-01.3(9)D is supplemented with the following:

40 All catch basin grates within the project limits and adjacent areas shall have inlet 41 protection installed to prevent sedimentation from entering the storm system. The inlet protection shall be routinely cleaned of sediment to prevent plugging. This 42 43 sediment shall be regularly removed, loaded and hauled to waste whenever it 44 presents a potential surface accumulation problem or concern to the Contracting

1 Agency. Any damage caused by the Contractor's failure to keep the erosion 2 materials maintained shall be borne by the Contractor alone.

# 3 8-01.4 Measurement

- 4 (\*\*\*\*\*)
- 5 Section 8-01.4 is modified with the following:
- 6 No specific unit of measure will apply to the Bid Item "Erosion/Water Pollution 7 Control."

8 Measurement for the Bid Item "Inlet Protection" shall be per each for each initial 9 installation at a drainage structure and shall include furnishing, installing, 10 maintaining, replacing, removing and disposing of inlet protection as needed for the 11 duration of the project.

#### 12 8-01.5 Payment

13 (\*\*\*\*\*)

- 14 Section 8-01.5 is modified with the following:
- All costs associated with the treatment of pH in high pH stormwater or dewatering
   water shall be included in the applicable concrete, grinding or sawcutting items of
   work.
- 18 "Erosion/Water Pollution Control", per lump sum.
- 19 The lump sum contract price for "Erosion/Water Pollution Control" shall include all 20 costs for preparing and implementing an erosion control plan and SWPPP; 21 inspecting, documenting, testing and notification as required and all temporary 22 erosion control as stated herein and as further indicated on the drawings that is not 23 otherwise paid under separate contract times in the proposal.

# 24 8-04 CURBS, GUTTERS, AND SPILLWAYS

#### 25 8-04.2 Materials

- 26 (\*\*\*\*\*)
- 27 Section 8-04.2 is supplemented with the following:
- 28 Surfacing Material placed beneath curbs shall be Crushed Surfacing Base Course.
- 29 **8-04.3 Construction Requirements**

# 30 Cement Concrete Curbs, Gutters, and Spillways

- 31 (\*\*\*\*\*)
- 32 Add the following to the first paragraph of section 8-04.3(1):
- Commercial concrete shall be allowed for "Cement Concrete Traffic Curb and Gutter"
   and "Cement Concrete Pedestrian Curb" where not adjacent to driveways.
- 35 (\*\*\*\*\*)
- 36 The second paragraph of section 8-04.3(1) is supplemented with the following:
- Foundation for curbs shall be Crushed Surfacing Base Course and shall meet the requirements of 9-03.9(3) of the Standard Specifications.
- 39 (\*\*\*\*\*)
- 40 The third paragraph of section 8-04.3(1) is supplemented with the following:
- The curb finish shall be protected from weather until it has cured and shall be protected from damage until the project has been certified complete by the Engineer.

- 1 Machine placed curb shall have a light brush finish overall.
- 2 (\*\*\*\*\*)
- 3 Add the following to the last paragraph of section 8-04.3(1):
- 4 Contractor shall coordinate with business owners and residents for access during 5 construction of curb.

# 6 8-04.5 Payment

- 7 (\*\*\*\*\*)
- 8 Section 8-04.5 is supplemented with the following:
- 9 Saw cutting, removal, disposal, excavation to subgrade and preparation shall be 10 included in the appropriate unit bid item found in the proposal.

# 11 8-14 CEMENT CONCRETE SIDEWALKS

#### 12 8-14.1 Description

13 (\*\*\*\*\*)

- 14 Revise Section 8-14.1 to read as follows:
- 15 This work consists of constructing cement concrete sidewalk and cement concrete
- 16 curb ramps, 4-inch thick, in accordance with details shown in the Drawings and these 17 specifications and conformity to lines and grades shown in the Drawings or 18 established by the Engineer.

# 19 **8-14.2 Materials**

- 20 (\*\*\*\*\*)
- 21 Section 8-14.2 is supplemented with the following:
- 22 Surface applied detectable warning patterns will not be allowed for use on this 23 project. All detectable warning surfaces shall be precast.

# 24 **8-14.3 Construction Requirements**

25 (\*\*\*\*\*)

- 26 Section 8-14.3 is supplemented with the following:
- 27 "Cement Concrete Sidewalk" and "Cement Concrete Curb Ramp Type \_\_\_\_" may be
  28 Commercial Concrete.
- Any sidewalk damaged, defaced, cracked, chipped, or determined to be of poor workmanship, in the opinion of the contracting agency, shall be removed, waste hauled, and replaced by the contractor at the contractor's expense. Damaged sidewalk shall be removed at a construction or expansion joint; sawcutting will not be allowed. Sacking, grinding or spot repairs shall not be considered an acceptable means for repairing unacceptable sections.
- Any junction boxes, cable vaults, or pull boxes located in proposed curb ramp landing limits shall have slip-resistant surfacing installed on the surface of the structure.

# 38 8-14.3(2) Forms

39 (\*\*\*\*\*)

- 40 Section 8-14.3(2) is supplemented with the following:
- 41 The edge of previously placed concrete may be used as a form. Do not apply form
- 42 release agent to previously placed concrete unless prevention of bond between the
- 43 new and the old concrete is required.

# 1 8-14.3(3) Placing and Finishing Concrete

- 2 (\*\*\*\*\*)
- 3 Section 8-14.3(3) is supplemented with the following:
- 4 The Contractor shall finish the new sidewalk with score lines at 5 feet on center and 5 expansion joints at 15 feet on center.

# 6 8-14.3(5) Detectable Warning Surface

- 7 (\*\*\*\*\*)
- 8 Section 8-14.3(5) is supplemented with the following:
- 9 The detectable warning surface shall be placed curb tight and cut to fit. The gap 10 between the detectable warning surface and the back of curb shall be 2 inches max.

# 11 8-14.3(6) Documentation and Acceptance

- 12 (\*\*\*\*\*)
- 13 Add the following as a new section:

Final acceptance of completed ramps will be based on field inspection measurements of the as-constructed ramps and based on the City Inspector's measurements. Slope measurements will be performed using a digital level, and length measurements will be performed using a tape measure, or a measuring wheel for segments on a radius. Surface lengths will be recorded for finished concrete surface and will not include joints. The City Inspector will record slope and length measurements.

Acceptance will be based on the as-constructed curb ramps being in compliance with the Contract Documents and compliance with the Americans with Disabilities Act (ADA) guidelines. Curb ramps that are determined as non-compliant with the Plans and these Specifications shall be considered defective and shall be replaced by the Contractor, and all costs associated with removing and replacing the defective Work shall be the Contractor's responsibility in accordance with Section 1-05.7.

# 27 8-14.4 Measurement

28 (\*\*\*\*\*)

- 29 Section 8-14.4 is supplemented with the following:
- 30 Cement Concrete Curb Ramp Type Parallel and Perpendicular will be measured per 31 SY for the complete curb ramp installed, including the curb ramp landing area, and 32 all connecting ramps.
- Detectable warning surfaces will be measured by the square foot of detectable
   warning surface material installed as shown in the Plans.
- 35 No unit of measurement will be used for installation of slip-resistant surfacing.

# 36 8-14.5 Payment

- 37 (\*\*\*\*\*)
- 38 Section 8-14.5 is supplemented with the following:
- 39 "Detectable Warning Surface", per square foot.
- 40 "Cement Conc. Curb Ramp Type \_\_\_", per square yard.

The unit Contract price for "Cement Conc. Sidewalk" and "Cement Conc. Curb Ramp Type \_\_\_" shall include the cost of adjusting adjacent utility structures, castings or boxes from existing grade to finished grade. The unit contract price for "Cement Conc. Curb Ramp Type \_\_\_" shall include the cost of installing slip-resistant surfacing to junction boxes, cable vaults, or pull boxes located in the proposed curb ramp landing limits.

- Payment for Crushed Surfacing Top Course associated with this item will be included
   in payment for the Bid item "Crushed Surfacing Top Course", per Ton.
- Payment for saw cutting, removal, disposal, excavation to subgrade and preparation
  will be included in payment for the Bid item "Roadway Excavation", lump sum.

# 5 8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEM, AND ELECTRICAL

#### 6 8-20.1 Description

- 7 (\*\*\*\*\*)
- 8 This Section shall be supplemented with the following:
- 9 This work shall consist of furnishing and/or installing all materials, labor, tools and 10 equipment necessary to remove, relocate, and/or construct the traffic signal detection 11 loops, install accessible pedestrian push button post, and adjust existing pedestrian 12 push buttons including, but not limited to, excavation, cement concrete foundations, 13 backfill, trenching, junction boxes, traffic signal (pedestrian crossing) system, conduit 14 and wire as further detailed in the following tables (see also Section 9 of Special 15 Provisions) and preparation of electrical as-builts.
- 16 1. Traffic Signal Detection Reinstallation:

Item	Furnished By:	Installed By:
Type 1 Induction Loops	Contractor	Contractor
Junction Boxes	Contractor	Contractor
Conduit with Joints and Sweeps	Contractor	Contractor
Wiring	Contractor	Contractor

- 17
- 2. Accessible Pedestrian Push Button:

Item	Furnished By:	Installed By:
Pedestrian Push Button Post	Contractor	Contractor
Pedestrian Post Foundation	Contractor	Contractor
Junction Boxes	Contractor	Contractor
Conduit with Joints and Sweeps	Contractor	Contractor
Wiring	Contractor	Contractor
Hardware and Accessories	Contractor	Contractor

#### 18 3. Adjust Pedestrian Push Button:

Item	Furnished By:	Installed By:
Wiring	Contractor	Contractor
Hardware and Accessories	Contractor	Contractor

Unless otherwise noted, the locations of existing traffic loops, pedestrian traffic signals, pedestrian push buttons, poles and appurtenances as shown on the plans are approximate, and exact locations are to be determined in the field to minimize interference with other structures. This work also includes coordinating with Lewis County PUD for the extension of existing electrical utilities to the proposed structures.

#### 25 8-20.2 Materials

- 26 (\*\*\*\*\*)
- 27 This Section is supplemented with the following:

#### 28 8-20.2(1) Equipment List and Drawings

- 29 This Section is supplemented with the following:
- 30 Catalog cuts are required for the following items: receptacles, junction boxes, conduit 31 and fittings, wire and cable conductors, splice kits, fused disconnects and fuses,

1 ground rods and clamps, and all other hardware for which a catalog cut has been 2 required by an approved "Request for Approval of Material Sources."

## 3 8-20.2(2) Junction Boxes, Cable Vaults, and Pull Boxes

- 4 (\*\*\*\*\*)
- 5 Section 9-29.2 is supplemented with the following:
- 6 (September 3, 2019)

## 7 Slip-Resistant Surfacing for Junction Boxes, Cable Vaults, and Pull Boxes

8 Where slip-resistant junction boxes, cable vaults, or pull boxes are required, each 9 box or vault shall have slip-resistant surfacing material applied to the steel lid and 10 frame of the box or vault. Where the exposed portion of the frame is ½ inch wide or 11 less, slip-resistant surfacing material may be omitted from that portion of the frame.

- Slip-resistant surfacing material shall be identified with a permanent marking on the
  underside of each box or vault lid where it is applied. The permanent marking shall
  be formed with a mild steel weld bead, with a line thickness of at least 1/8 inch.
- 15 The marking shall include a two character identification code for the type of material 16 used and the year of manufacture or application. The following materials are 17 approved for application as slip-resistant material, and shall use the associated 18 identification codes:
- 19 1. Harsco Industrial IKG, Mebac #1 Steel: M1
- 20 2. W. S. Molnar Co., SlipNOT Grade 3 Coarse: S3
- 21 3. Thermion, SafTrax TH604 Grade #1 Coarse: T1

## 22 8-20.3(2) Excavating and Backfilling

- 23 This Section is supplemented with the following:
- Trenches shall be backfilled with native material, unless it is deemed unsuitable by the Engineer. Trenches located within the roadway shall be backfilled with CSBC unless otherwise directed by the engineer. Unsuitable material shall be wasted and the trench shall be backfilled with import material indicated on the Plans to the base of the subgrade. The remaining depth shall be restored as noted on the Plans.

## 29 Compaction

The backfill shall be compacted by a method approved by the Engineer and meeting the provisions of Section 7-17.3(3) of the Standard Specifications. Compaction of backfill shall meet the following density requirements.

#### 33 Paved Areas

Trenches through existing paved areas and shoulders shall be compacted to at least
 95 percent of maximum density at optimum moisture content as determined by the
 Modified Proctor Compaction Test, ASTM D1557. This includes the foundation,
 bedding, backfill and base course materials.

#### 38 Unimproved Areas

Backfill for unimproved areas shall be native material and compacted to 90 percent
 as determined by Modified Proctor Compaction Test.

#### 41 8-20.4 MEASUREMENT

- 42 This Section is supplemented with the following:
- The unit of measure for the contract item of "Traffic Signal Detection Reinstallation"
   shall be per each for the complete Traffic Signal Detection reinstalled including Type

- 1 1 induction loops, conduit, wiring, sawcutting, and all materials and workmanship 2 required for reinstallation of the "Traffic Signal Detection".
- The unit of measure for the contract item of "Accessible Pedestrian Push Button"
  shall be per each for the complete Accessible Pedestrian Push Button post, conduit,
  wiring, sawcutting, and all materials and workmanship required for the installation of
  the "Accessible Pedestrian Push Button".

The unit of measure for the contract item of "Adjust Pedestrian Push Button" shall be
per each for the complete adjustment and/or rotation of existing pedestrian push
buttons, conduit, wiring, sawcutting, and all materials and workmanship required for
the installation of the "Adjust Pedestrian Push Button".

Installation of slip-resistant surfacing shall be considered incidental to bid item
 "Cement Conc. Curb Ramp Type \_\_\_", per square yard and no unit of measurement
 will apply.

## 14 8-20.5 PAYMENT

- 15 This Section is supplemented with the following:
- 16 The unit price for the items listed below shall be full compensation for all costs 17 involved in furnishing all labor, materials, tools, and equipment necessary or 18 incidental to complete the installation of the described item in accordance with the 19 Plans and these Specifications.
- 20 "Traffic Signal Detection Reinstallation", per each
- 21 "Accessible Pedestrian Push Button", per each
- 22 "Adjust Pedestrian Push Button", per each
- 23 Payment for these items shall include all costs associated with the installation of 24 pedestrian push button pole, removal and/or relocation of existing pedestrian 25 pushbuttons as well as all costs associated with furnishing, testing, and installing the 26 complete .and operable pedestrian traffic signal system, spare conduit system, and 27 all associated peripheral equipment. Preparation and furnishing of electrical as-builts 28 shall be considered incidental to these bid items. The unit contract price for the Bid 29 item "Traffic Signal Detection Reinstallation", "Accessible Pedestrian Push Button", 30 and "Adjust Pedestrian Push Button will be full compensation for all materials, labor, 31 tools and equipment necessary or incidental to complete all work as shown on the 32 Plans and according to the Specifications. Incidental construction shall include, but 33 not be limited to, removal of existing pavement markings, signs, and raised 34 pavement markers, etc. 8-21 Permanent Signing

## 35 **8-21.2 Materials**

- 36 (\*\*\*\*\*)
- 37 Section 9-06.16 is supplemented with the following
- 38 (January 3, 2011 WSDOT GSP)

## 39 Perforated Steel Square Sign Post System

40 Where noted in the Plans, steel sign post systems shall be square, pre-punched 41 galvanized steel tubing, that are NCHRP 350 Test Level 3 Certified and FHWA 42 approved. The steel sign post system shall include all anchor sleeves, and other 43 hardware required for a complete sign installation.

## 44 **System Acceptance**

Systems listed in the current QPL will be accepted per the QPL approval code.
 Systems not listed in the QPL will be accepted based on a Supplier's Certificate of

1 Compliance. The Supplier's Certificate of Compliance will be a contract specific letter 2 from the supplier stating the system is NCHRP 350 Test Level 3 compliant.

## 3 Sign Support Structures

- 4 Section 9-28.14 is supplemented with the following
- 5 (January 3, 2011 WSDOT GSO)

## 6 Manufacturers for Steel Roadside Sign Supports

The Standard Plans lists several steel sign support types. These supports are
patented devices and many are sole-source. All of the sign support types listed
below are acceptable when shown in the plans.

Steel Sign Support Type	Manufacturer
Type TP-A & TP-B	Transpo Industries, Inc.
Type PL, PL-T & PL-U	Northwest Pipe Co.
Type AS	Transpo Industries, Inc.
Type AP	Transpo Industries, Inc.
Type ST 1, ST 2, ST 3, & ST 4	Ultimate Highway Products,
	Allied Tube & Conduit, Inc.,
	Northwest Pipe, Inc.
Type SB-1, SB-2, & SB-3	Ultimate Highway Products,
	Xcessories Squared Development and
	Manufacturing Incorporated,
	Northwest Pipe, Inc.

## 10 8-22 PAVEMENT MARKING

- 11 8-22.5 Payment
- 12 (\*\*\*\*\*)

13 Section 8-22.5 is replaced with the following:

The unit contract price for the Bid items "Plastic Line", "Plastic Wide Lane Line", Plastic Stop Line", "Plastic Crosswalk Line", "Plastic Bicycle Lane Symbol", "Plastic Traffic Arrow", and "Plastic Railroad Crossing Symbol" will be full compensation for all materials, labor, tools and equipment necessary to or incidental to complete all work as shown on the Plans and according to the Specifications. Incidental construction shall include, but not be limited to, removal of existing pavement markings, signs, and raised pavement markers, etc.

21

1		DIVISION 9
2		MATERIALS
3	9-02	BITUMINOUS MATERIALS
4	0.00.4(4)	Deafeanaire Oraclad Asachalt Diadea (DOAD)

- 4 9-02.1(4) Performance Graded Asphalt Binder (PGAB)
- 5 (\*\*\*\*\*)

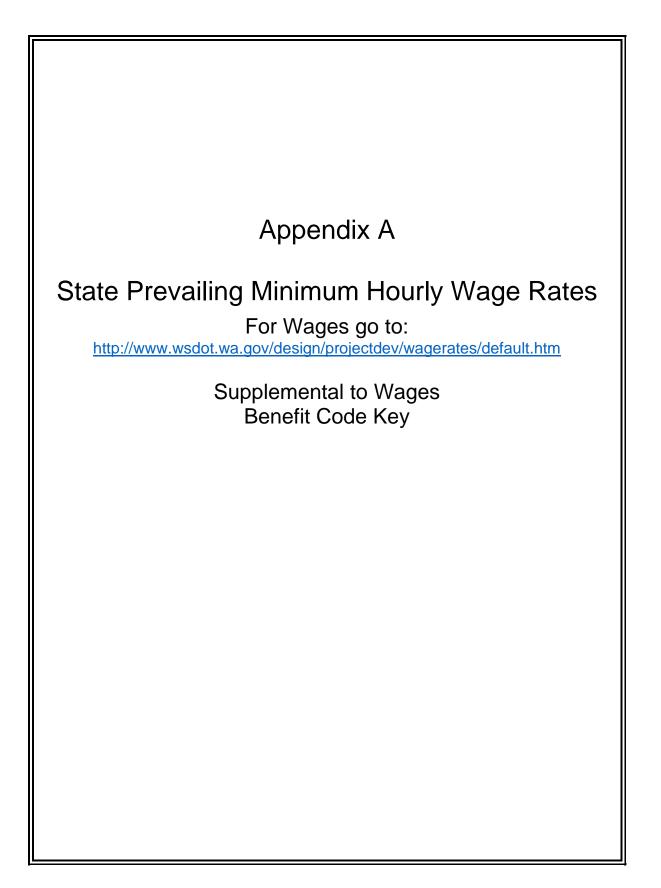
6 Section 9-02.1(4) is supplemented with the following:

For HMA with either a RAP percentage greater than 20 percent of the total weight or
any amount of RAS, the following shall apply: the new asphalt binder, recycling agent
and recovered asphalt (RAP and/or RAS) when blended in the proportions of the mix
design shall meet the PGAB requirements of AASHTO M 320 Table 1 for the grade
of asphalt binder specified by the Contract.

## 12 9-28 SIGNING MATERIALS AND FABRICATION

## 13 9-28.12 Reflective Sheeting

- 14 (\*\*\*\*\*)
- 15 Section 9-28.12 is replaced with the following:
- All reflecting sheeting performance shall comply with ASTM D 4956 Type IXspecifications.



\*\*\*\*\*

#### **Overtime Codes**

**Overtime calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

- 1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a fourten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
    - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

## **Overtime Codes Continued**

- 1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
  - P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
  - W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
  - Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
  - Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

#### **Overtime Codes Continued**

- 2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - 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.

#### **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, 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  $(1\frac{1}{2})$  times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- 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.

#### **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 <sup>1</sup>/<sub>2</sub>) 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.

#### **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 one-half 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.

- 7. 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.

- 7. 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.

#### Note Codes Continued

- 8. 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.

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.
- 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.

#### Note Codes Continued

8. 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 specifications 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 double-time 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 double-time 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.

#### **Note Codes Continued**

- 9. 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.
  - 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, etc? 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.

## WSDOT's Predetermined List for Suppliers - Manufactures - Fabricator

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered nonstandard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

	ITEM DESCRIPTION	YES	NO
1.	Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		x
2.	Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		X
3.	Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4.	Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		Х
5.	Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		х
6.	Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		x
7.	Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		x

ITEM DESCRIPTION	YES	NO

8.	Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		x
9.	Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	x	
10.	Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	x	
11.	Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	x	
12.	Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		x
13.	Concrete PilingPrecast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec	x	
14.	Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15.	Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		x
16.	Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

	ITEM DESCRIPTION	YES	NO
17.	Precast Concrete Inlet - with adjustment sections, See Std. Plans		x
18.	Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19.	Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20.	Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		x
21.	Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		x
22.	Vault Risers - For use with Valve Vaults and Utilities X Vaults.		x
23.	Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24.	-		x
25.	Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	x	
26.	Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	x	

## **ITEM DESCRIPTION**

YES NO

27.	Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28.	<ul> <li>12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures.</li> <li>Fabricator plant has annual approval of methods and materials to</li> <li>be used. Shop Drawing to be provided for approval prior to casting girders.</li> <li>See Std. Spec. Section 6-02.3(25)A</li> </ul>	x	
29.	Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
30.	Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
31.	Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	x	
32.	Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
33.	Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO

34.	Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	x	
35.	Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	х	
36.	<ul> <li>Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys.</li> <li>See Std. Plans, and Contract Plans for details. The steel structure</li> <li>shall be galvanized after fabrication in accordance with AASHTO-M-111.</li> </ul>	x	
37.	Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		x
38.	Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	Х	
39.	Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Specia Provisions for pre-approved drawings.	x	
40.	Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	x	
41.	Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		x

	ITEM DESCRIPTION	YES	NO
42.	<ul> <li>Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum</li> <li>sheeting.</li> <li><b>NOTE:</b> *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed</li> </ul>	X	x
		Custom Message	Std Signing Message
43.	Cutting & bending reinforcing steel		X
44.	Guardrail components	X	X
		Custom End Sec	Standard Sec
45.	Aggregates/Concrete mixes		red by 6-127-018
46.	Asphalt	Covered by WAC 296-127-018	
47.	Fiber fabrics		X
48.	Electrical wiring/components		X
49.	treated or untreated timber pile		X
50.	Girder pads (elastomeric bearing)	X	
51.	Standard Dimension lumber		Х
52.	Irrigation components		X

	ITEM DESCRIPTION	YES	NO
53.	Fencing materials		Х
54.	Guide Posts		Х
55.	Traffic Buttons		Х
56.	Ероху		Х
57.	Cribbing		Х
58.	Water distribution materials		Х
59.	Steel "H" piles		Х
60.	Steel pipe for concrete pile casings		Х
61.	Steel pile tips, standard		Х
62.	Steel pile tips, custom	Х	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW <u>39.12.010</u>

<sup>(</sup>The definition of "locality" in RCW <u>39.12.010</u>(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

## WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators Underground Sewer & Water
- Residential \*\*\* ALL ASSOCIATED RATES \*\*\*
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

## Washington State Department of Labor and Industries Policy Statements (Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

## WAC 296-127-018 Agency filings affecting this section

# Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.,) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the prevailing wage rates for the county in which the prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]