City of Clarkston

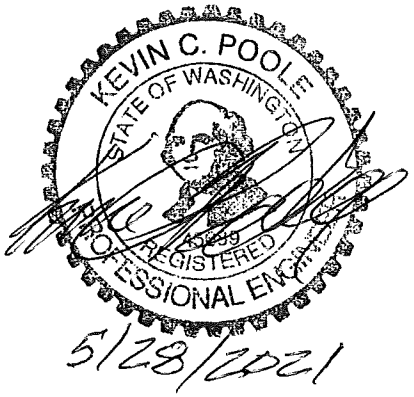
2021

STREET MAINTENANCE PROJECT

CITY OF CLARKSTON
PUBLIC WORKS DEPARTMENT
CONTRACT DOCUMENTS AND SPECIFICATIONS

OWNER:
City of Clarkston
829 5th Street
Clarkston, WA 99403

City Hall (509) 758-1662 Fax (509) 769-6019



INVITATION TO BID
CITY OF CLARKSTON
PUBLIC WORKS DEPARTMENT
2021 STREET MAINTENANCE PROJECT

The City of Clarkston Public Works is requesting Sealed Bids for:

BASE BID
105 tons of CRS-2P and 820 tons of 1/2" sealcoat aggregate or equivalent and 690 tons of 1-1/2" thick roadway asphalt overlay, 60 tons of 1-1/2" thick alley overlay, and 300 tons of 2" thick asphalt pavement and 100 tons crushed surfacing top course for Beachview Park parking lot, and traffic control.

Materials, labor, and equipment could be delivered to the site and to be used beginning around July 23, 2021. Materials shall meet or exceed 2020 WSDOT Standard Specifications. Acceptance of materials shall be as per 2020 WSDOT Standard Specifications. The City of Clarkston reserves the right to sample and test each load of asphalt liquid, seal coat aggregate, crushed surfacing base course, cement concrete, and HMA delivered to the site for quality. Materials not meeting minimum specification are subject to penalties as per WSDOT Standard Specifications, which may include no payment for rejected materials.

All work shall be completed on or before September 24, 2021.

Bid packets may be obtained by downloading from City of Clarkston website, https://www.clarkston-wa.com/.

The bids shall include all applicable taxes, including the Hazardous Substance Tax, and any other fees or costs associated with the supply and delivery of the products. Sealed bids are due at the Clarkston City Hall at 829 5th Street, Clarkston, WA, 99403, no later than 2:00 PM, June 25, 2021. Bids will be opened and read publicly at the Clarkston City Council Chambers at 2:00 PM that same day.

Project estimate is $200,000.00 - $300,000.00.

For information regarding the project site and delivery locations, or any other questions, please call Kevin Poole, Public Works Director, at 509-758-1662 or email at clarkstonpwd@clarkston-wa.com.

Published June 4, 2021
June 11, 2021

INFORMATION FOR BIDDERS

BIDS will be received by the City of Clarkston, STATE OF WASHINGTON, (hereinafter called "OWNER"), at the office of the Public Works Director, for 2021 STREET MAINTENANCE PROJECT. The bids at that time, **2:00 PM, June 25, 2021, Clarkston City Hall**, will be publicly opened and read by the Public Works Director.

Each BID must be submitted in a sealed envelope addressed to: City of Clarkston, Washington, at Clarkston, Washington. Each sealed envelope containing a BID must be plainly marked on the outside as a BID FOR 2021 STREET MAINTENANCE PROJECT. The envelope should bear on the outside the name of the BIDDER, his address, his license number (if applicable) and the name of the project for which the BID is submitted. If forwarding by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER as follows: CITY OF CLARKSTON, PUBLIC WORKS DEPARTMENT, 829 5TH STREET, CLARKSTON, WASHINGTON, 99403.

A Public Works Contractor License for the State of Washington is not required to bid on this work; however one will be required at the time of award.

ALL BIDS must be made on the required BID PROPOSAL form. All blank spaces for BID prices must be filled in (in ink or typewritten), and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not alter the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the lowest responsible bidder.

The OWNER shall provide BIDDERS prior to BIDDING, all information, which is pertinent to the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the City's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations, which the City discovers are lacking and may be important to all bidders will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

Each BID must be accompanied by a BID BOND, payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BID BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the BID BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of ONE HUNDRED PERCENT (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of the power of attorney.

The party or parties to whom a contract is awarded will be required to furnish a PERFORMANCE BOND and PAYMENT BOND to the OWNER within TEN (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary BOND forms. In case of failure of the BIDDER to furnish PERFORMANCE and PAYMENT BONDS, (within ten (10) days) the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The NOTICE TO PROCEED will be issued within TEN (10) days of the execution of the NOTICE OF AWARD by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information

and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER for all items of work.

Contract time will be as follows: **All work to be completed on or before September 24, 2021.**

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the sites and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligations in respect to their BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

Washington Standard Wage rates are in effect and are to be paid.

5% retainage will be held on all progress payments.

If the NOTICE TO PROCEED has not been issued within the TEN (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The following is informational only comprising of a list of streets that are to be seal coated, road overlay, alley overlay, and parking lot pavement. Note the street measurements are for project estimating purposes only and payment will be based upon unit measurement in the field per the BID DOCUMENTS:

BASE BID

	SEALCOAT PROJECTS				
Road	**Section**	**Length**	**Width**	**Area SF**	**Area SY**
9th St.	Elm St. to Maple St.	618.00	35.00	21,630.00	2,403.33
9th St.	Maple St. to Poplar St.	636.00	35.00	22,260.00	2,473.33
Park St.	6th St. to 7th St.	289.00	25.00	7,225.00	802.78
6th St.	Fair St. to Bridge St.	614.00	44.00	27,016.00	3,001.78
South 10th St.	Highland Ave. to 8th St.	1,710.00	34.00	58,140.00	6,460.00
9th St.	Highland Ave. to S 10th St.	1,045.00	34.00	35,530.00	3,947.78
13th St.	Bridge to Fair St.	603.00	41.00	24,723.00	2,747.00
Ash St. & Burns St.	13th St. to Maple St.	1,272.00	42.00	53,424.00	5,936.00
8th St.	Highland Ave. to S.10th St.	1,270.00	35.00	44,450.00	4,938.89
9th St.	Highland Ave. to Libby St.	1,006.00	34.00	34,204.00	3,800.44
9th St.	Libby St. to Chestnut St.	1,268.00	35.00	44,380.00	4,931.11
10th St.	Highland Ave. to Libby St.	1,270.00	35.00	44,450.00	4,938.89
10th St.	Libby St. to Chestnut St.	1,270.00	34.00	43,180.00	4,797.78
Total Sealcoat		**12,871.00**		**460,612.00**	**51,179.11**
	ASPHALT OVERLAY				
12th St.	Chestnut St. to Sycamore St.	600.00	40.00	24,000.00	2,666.67
12th St.	Sycamore St. to Elm St.	610.00	40.00	24,400.00	2,711.11
12th St.	Elm St. to Maple St.	600.00	40.00	24,000.00	2,666.67
Total Patching		**1,810.00**		**72,400.00**	**8,044.44**
	ALLEY OVERLAY PROJECTS				
5th St. & 6th St.	Bridge St. to Fair St.	610.00	10.00	6,100.00	677.78
Alley Overlay Totals		**610.00**		**6,100.00**	**677.78**
	PARKING LOT PAVEMENT - 2.5" DEPTH				
Beachview Parking Lot	Main	173.00	96.00	16,608.00	1,845.33
	Kid Pool	49.00	36.00	1,764.00	196.00
	N Side N Entrance	22.00	15.00	330.00	36.67
	S Side N Entrance	11.00	15.00	165.00	18.33
Total Paving		**255.00**	**162.00**	**18,867.00**	**2,096.33**

BASE BID

	SEALCOAT PROJECTS				
Road	**Section**	**Length**	**Width**	**Area SF**	**Area SY**
9th St.	Elm St. to Maple St.	618.00	35.00	21,630.00	2,403.33
9th St.	Maple St. to Poplar St.	636.00	35.00	22,260.00	2,473.33
Park St.	6th St. to 7th St.	289.00	25.00	7,225.00	802.78
6th St.	Fair St. to Bridge St.	614.00	44.00	27,016.00	3,001.78
South 10th St.	Highland Ave. to 8th St.	1,710.00	34.00	58,140.00	6,460.00
9th St.	Highland Ave. to S 10th St.	1,045.00	34.00	35,530.00	3,947.78
13th St.	Bridge to Fair St.	603.00	41.00	24,723.00	2,747.00
Ash St. & Burns St.	13th St. to Maple St.	1,272.00	42.00	53,424.00	5,936.00
8th St.	Highland Ave. to S.10th St.	1,270.00	35.00	44,450.00	4,938.89
9th St.	Highland Ave. to Libby St.	1,006.00	34.00	34,204.00	3,800.44
9th St.	Libby St. to Chestnut St.	1,268.00	35.00	44,380.00	4,931.11
10th St.	Highland Ave. to Libby St.	1,270.00	35.00	44,450.00	4,938.89
10th St.	Libby St. to Chestnut St.	1,270.00	34.00	43,180.00	4,797.78
Total Sealcoat		**12,871.00**		**460,612.00**	**51,179.11**
	ASPHALT OVERLAY				
12th St.	Chestnut St. to Sycamore St.	600.00	40.00	24,000.00	2,666.67
12th St.	Sycamore St. to Elm St.	610.00	40.00	24,400.00	2,711.11
12th St.	Elm St. to Maple St.	600.00	40.00	24,000.00	2,666.67
Total Patching		**1,810.00**		**72,400.00**	**8,044.44**
	ALLEY OVERLAY PROJECTS				
5th St. & 6th St.	Bridge St. to Fair St.	610.00	10.00	6,100.00	677.78
Alley Overlay Totals		**610.00**		**6,100.00**	**677.78**
	PARKING LOT PAVEMENT - 2.5" DEPTH				
Beachview Parking Lot	Main	173.00	96.00	16,608.00	1,845.33
	Kid Pool	49.00	36.00	1,764.00	196.00
	N Side N Entrance	22.00	15.00	330.00	36.67
	S Side N Entrance	11.00	15.00	165.00	18.33
Total Paving		**255.00**	**162.00**	**18,867.00**	**2,096.33**

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 5/28/2021

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Asotin	Carpenters	Acoustical Worker	$49.27	7E	4X	8N	View
Asotin	Carpenters	Bridge, Dock & Wharf Carpenter	$50.53	7E	4X	8N	View
Asotin	Carpenters	Floor Layer & Floor Finisher	$49.27	7E	4X	8N	View
Asotin	Carpenters	Form Builder	$49.27	7E	4X	8N	View
Asotin	Carpenters	General Carpenter	$49.27	7E	4X	8N	View
Asotin	Carpenters	Heavy Construction Carpenter	$54.48	7E	4X	9E	View
Asotin	Carpenters	Scaffold/Shoring Erecting & Dismantling	$54.48	7E	4X	8N	View
Asotin	Cement Masons	Journey Level	$46.83	7B	1N		View
Asotin	Flaggers	Journey Level	$40.44	7B	1M	8Z	View
Asotin	Ironworkers	Journeyman	$64.91	7N	1O		View
Asotin	Laborers	Air And Hydraulic Track Drill	$43.08	7B	1M	8Z	View
Asotin	Laborers	Asphalt Raker	$43.08	7B	1M	8Z	View
Asotin	Laborers	Asphalt Roller, Walking	$42.81	7B	1M	8Z	View
Asotin	Laborers	Brick Pavers	$42.54	7B	1M	8Z	View
Asotin	Laborers	Brush Hog Feeder	$42.54	7B	1M	8Z	View
Asotin	Laborers	Brush Machine	$43.08	7B	1M	8Z	View
Asotin	Laborers	Caisson Worker, Free Air	$43.08	7B	1M	8Z	View
Asotin	Laborers	Carpenter Tender	$42.54	7B	1M	8Z	View
Asotin	Laborers	Cement Finisher Tender	$42.81	7B	1M	8Z	View
Asotin	Laborers	Cement Handler	$42.54	7B	1M	8Z	View
Asotin	Laborers	Chain Saw Operator & Faller	$43.08	7B	1M	8Z	View
Asotin	Laborers	Clean-up Laborer	$42.54	7B	1M	8Z	View
Asotin	Laborers	Compaction Equipment	$42.81	7B	1M	8Z	View
Asotin	Laborers	Concrete Crewman	$42.54	7B	1M	8Z	View
Asotin	Laborers	Concrete Saw, Walking	$42.81	7B	1M	8Z	View
Asotin	Laborers	Concrete Signalman	$42.54	7B	1M	8Z	View

Asotin	Laborers	Concrete Stack	$43.08	7B	1M	8Z	View
Asotin	Laborers	Confined Space Attendant	$42.54	7B	1M	8Z	View
Asotin	Laborers	Crusher Feeder	$42.54	7B	1M	8Z	View
Asotin	Laborers	Demolition	$42.54	7B	1M	8Z	View
Asotin	Laborers	Demolition Torch	$42.81	7B	1M	8Z	View
Asotin	Laborers	Dope Pot Fireman, Non-mechanical	$42.81	7B	1M	8Z	View
Asotin	Laborers	Driller Helper (when Required To Move & Position Machine)	$42.81	7B	1M	8Z	View
Asotin	Laborers	Drills With Dual Masts	$43.36	7B	1M	8Z	View
Asotin	Laborers	Dry Stack Walls	$42.54	7B	1M	8Z	View
Asotin	Laborers	Dumpman	$42.54	7B	1M	8Z	View
Asotin	Laborers	Erosion Control Laborer	$42.54	7B	1M	8Z	View
Asotin	Laborers	Final Detail Cleanup (i.e, Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)	$40.44	7B	1M	8Z	View
Asotin	Laborers	Firewatch	$42.54	7B	1M	8Z	View
Asotin	Laborers	Form Cleaning Machine Feeder, Stacker	$42.54	7B	1M	8Z	View
Asotin	Laborers	Form Setter, Paving	$42.81	7B	1M	8Z	View
Asotin	Laborers	General Laborer	$42.54	7B	1M	8Z	View
Asotin	Laborers	Grade Checker	$45.07	7B	1M	8Z	View
Asotin	Laborers	Grout Machine Header Tender	$42.54	7B	1M	8Z	View
Asotin	Laborers	Guard Rail	$42.54	7B	1M	8Z	View
Asotin	Laborers	Gunite	$43.08	7B	1M	8Z	View
Asotin	Laborers	Hazardous Waste Worker (level A)	$43.36	7B	1M	8Z	View
Asotin	Laborers	Hazardous Waste Worker (level B)	$43.08	7B	1M	8Z	View
Asotin	Laborers	Hazardous Waste Worker (level C)	$42.81	7B	1M	8Z	View
Asotin	Laborers	Hazardous Waste Worker (level D)	$42.54	7B	1M	8Z	View
Asotin	Laborers	Hdpe Or Similar Liner Installer	$42.54	7B	1M	8Z	View
Asotin	Laborers	High Scaler	$43.08	7B	1M	8Z	View
Asotin	Laborers	Jackhammer Operator Miner, Class "b"	$42.81	7B	1M	8Z	View
Asotin	Laborers	Laser Beam Operator	$43.08	7B	1M	8Z	View
Asotin	Laborers	Miner, Class "a"	$42.54	7B	1M	8Z	View
Asotin	Laborers	Miner, Class "c"	$43.08	7B	1M	8Z	View
Asotin	Laborers	Miner, Class "d"	$43.36	7B	1M	8Z	View
Asotin	Laborers	Monitor Operator, Air Track Or Similar Mounting	$43.08	7B	1M	8Z	View
Asotin	Laborers	Mortar Mixer	$43.08	7B	1M	8Z	View
Asotin	Laborers	Nipper	$42.54	7B	1M	8Z	View
Asotin	Laborers	Nozzleman	$43.08	7B	1M	8Z	View
Asotin	Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	$42.81	7B	1M	8Z	View
Asotin	Laborers	Pavement Breaker, 90 Lbs. & Over	$43.08	7B	1M	8Z	View
Asotin	Laborers	Pavement Breaker, Under 90 Lbs.	$42.81	7B	1M	8Z	View

Asotin	Laborers	Pipelayer	$43.08	7B	1M	8Z	View
Asotin	Laborers	Pipelayer, Corrugated Metal Culvert And Multi-plate.	$42.81	7B	1M	8Z	View
Asotin	Laborers	Pipewrapper	$43.08	7B	1M	8Z	View
Asotin	Laborers	Plasterer Tenders	$43.08	7B	1M	8Z	View
Asotin	Laborers	Pot Tender	$42.81	7B	1M	8Z	View
Asotin	Laborers	Powderman	$44.73	7B	1M	8Z	View
Asotin	Laborers	Powederman Helper	$42.81	7B	1M	8Z	View
Asotin	Laborers	Power Buggy Operator	$42.81	7B	1M	8Z	View
Asotin	Laborers	Power Tool Operator, Gas, Electric, Pneumatic	$42.81	7B	1M	8Z	View
Asotin	Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	$42.81	7B	1M	8Z	View
Asotin	Laborers	Railroad Power Spiker Or Puller, Dual Mobile	$42.81	7B	1M	8Z	View
Asotin	Laborers	Remote Equipment Operator	$43.36	7B	1M	8Z	View
Asotin	Laborers	Remote Equipment Operator (i.e Compaction And Demolition)	$42.81	7B	1M	8Z	View
Asotin	Laborers	Rigger/signal Person	$42.81	7B	1M	8Z	View
Asotin	Laborers	Riprap Person	$42.54	7B	1M	8Z	View
Asotin	Laborers	Rodder & Spreader	$42.81	7B	1M	8Z	View
Asotin	Laborers	Sandblast Tailhoseman	$42.54	7B	1M	8Z	View
Asotin	Laborers	Scaffold Erector, Wood Or Steel	$42.54	7B	1M	8Z	View
Asotin	Laborers	Stake Jumper	$42.54	7B	1M	8Z	View
Asotin	Laborers	Structural Mover	$42.54	7B	1M	8Z	View
Asotin	Laborers	Tailhoseman (water Nozzle)	$42.54	7B	1M	8Z	View
Asotin	Laborers	Timber Bucker & Faller (by Hand)	$42.54	7B	1M	8Z	View
Asotin	Laborers	Track Laborer (rr)	$42.54	7B	1M	8Z	View
Asotin	Laborers	Traffic Control Laborer	$40.44	7B	1M	9D	View
Asotin	Laborers	Traffic Control Supervisor	$41.44	7B	1M	9E	View
Asotin	Laborers	Trencher, Shawnee	$42.81	7B	1M	8Z	View
Asotin	Laborers	Trenchless Technology Technician	$43.08	7B	1M	8Z	View
Asotin	Laborers	Truck Loader	$42.54	7B	1M	8Z	View
Asotin	Laborers	Tugger Operator	$42.81	7B	1M	8Z	View
Asotin	Laborers	Vibrators, All	$43.08	7B	1M	8Z	View
Asotin	Laborers	Wagon Drills	$42.81	7B	1M	8Z	View
Asotin	Laborers	Water Pipe Liner	$42.81	7B	1M	8Z	View
Asotin	Laborers	Welder, Electrical, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	$43.36	7B	1M	8Z	View
Asotin	Laborers	Well-point Person	$42.54	7B	1M	8Z	View
Asotin	Laborers	Wheelbarrow, Power Driven	$42.81	7B	1M	8Z	View
Asotin	Power Equipment Operators	A-frame Truck (2 Or More Drums)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	A-frame Truck (single Drum)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Asphalt Plant Operator	$49.39	7B	4W	9A	View

Asotin	Power Equipment Operators	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Assistant Refrigeration Plant (under 1000 Ton)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Automatic Subgrader (ditches & Trimmers)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Backfillers (cleveland & Similar)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Backhoe & Hoe Ram (under 3/4 Yd.)	$49.11	7B	4W	9A	View
Asotin	Power Equipment Operators	Backhoe (45,000 Gw & Under)	$49.11	7B	4W	9A	View
Asotin	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Backhoe (over 110,000 Gw)	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Backhoes & Hoe Ram (3 Yds & Over)	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Bagley Or Stationary Scraper	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Batch Plant & Wet Mix Operator, Single Unit (concrete)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Batch Plant (over 4 Units)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Belt Finishing Machine	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Belt Loader (kocal Or Similar)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Belt-crete Conveyors With Power Pack Or Similar	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Bending Machine	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Bit Grinders	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Blade Operator (motor Patrol & Attachments)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Blower Operator (cement)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Boat Operator	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Bob Cat (skid Steer)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Bolt Threading Machine	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Boom Cats (side)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Boring Machine (earth)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Bump Cutter (wayne, Saginau Or Similar)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Cableway Controller (dispatcher)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Cableway Operators	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Canal Lining Machine (concrete)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Carrydeck & Boom Truck (under 25 Tons)	$49.11	7B	4W	9A	View
Asotin	Power Equipment Operators	Cement Hog	$48.18	7B	4W	9A	View

Asotin	Power Equipment Operators	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Clamshell, Dragline	$50.76	7B	4W	9A	View
Asotin	Power Equipment Operators	Compactor (self-propelled With Blade)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Concrete Cleaning / Decontamination Machine Operator	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Concrete Pump Boon Truck	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	$48.95	7B	4W	9A	View
Asotin	Power Equipment Operators	Concrete Saw (multiple Cut)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Concrete Slip Form Paver	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Conveyor Aggregate Delivery Systems (c.a.d.)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Cranes (100 to 299 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	$51.26	7B	4W	9A	View
Asotin	Power Equipment Operators	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	$49.11	7B	4W	9A	View
Asotin	Power Equipment Operators	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Cranes (300 Tons and Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	$51.76	7B	4W	9A	View
Asotin	Power Equipment Operators	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Cranes (86 to 99 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	$50.76	7B	4W	9A	View
Asotin	Power Equipment Operators	Crusher Feeder	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Crusher, Grizzle & Screening Plant Operator	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Curb Extruder (asphalt Or Concrete)	$48.95	7B	4W	9A	View
Asotin	Power Equipment Operators	Deck Engineer	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Deck Hand	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Derricks & Stifflegs (65 Tons & Over)	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Derricks & Stifflegs (under 65 Tons)	$49.11	7B	4W	9A	View
Asotin	Power Equipment Operators	Distributor Leverman	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Ditch Witch Or Similar	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Dope Pots (power Agitated	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Dozer / Tractors (d-6 & Equivalent & Over)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Dozer, 834 R/t & Similar	$49.39	7B	4W	9A	View

Asotin	Power Equipment Operators	Drill Doctor	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Driller Licensed	$50.76	7B	4W	9A	View
Asotin	Power Equipment Operators	Drillers Helper	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	$49.11	7B	4W	9A	View
Asotin	Power Equipment Operators	Drills (churn, Core, Calyx Or Diamond)	$48.95	7B	4W	9A	View
Asotin	Power Equipment Operators	Elevating Belt (holland Type)	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Elevating Belt-type Loader (euclid, Barber Green & Similar)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Elevating Grader-type Loader (dumor, Adams Or Similar)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Elevator Hoisting Materials	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Equipment Serviceman, Greaser & Oiler	$48.95	7B	4W	9A	View
Asotin	Power Equipment Operators	Fireman & Heater Tender	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Fork Lift Or Lumber Stacker, Hydra-life & Similar	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Generator Plant Engineers (diesel Or Electric)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Gin Trucks (pipeline)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Grade Checker	$49.11	7B	4W	9A	View
Asotin	Power Equipment Operators	Gunite Combination Mixer & Compressor	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	H.d. Mechanic	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	H.d. Welder	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Heavy Equipment Robotics Operator	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Helicopter Pilot	$50.76	7B	4W	9A	View
Asotin	Power Equipment Operators	Helper, Mechanic Or Welder, H.D	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Hoe Ram	$49.11	7B	4W	9A	View
Asotin	Power Equipment Operators	Hoist (2 Or More Drums Or Tower Hoist)	$48.95	7B	4W	9A	View
Asotin	Power Equipment Operators	Hoist, Single Drum	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Hydro-seeder, Mulcher, Nozzleman	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Lime Batch Tank Operator (recycle Train)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Lime Brain Operator (recycle Train)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Loaders (bucket Elevators And Conveyors)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	$48.95	7B	4W	9A	View
Asotin	Power Equipment Operators	Loaders (overhead And Front-end, 10 Yds. & Over)	$50.76	7B	4W	9A	View
Asotin	Power Equipment Operators	Locomotive Engineer	$48.79	7B	4W	9A	View

Asotin	Power Equipment Operators	Longitudinal Float	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Master Environmental Maintenance Technician	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Mixer (portable - Concrete)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Mixermobile	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Mobile Crusher Operator (recycle Train)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Mucking Machine	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Multiple Dozer Units With Single Blade	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Pavement Breaker, Hydra-hammer & Similar	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Paving (dual Drum)	$49.11	7B	4W	9A	View
Asotin	Power Equipment Operators	Paving Machine (asphalt And Concrete)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Piledriving Engineers	$49.11	7B	4W	9A	View
Asotin	Power Equipment Operators	Plant Oiler	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Posthole Auger Or Punch	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Power Broom	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Pump (grout Or Jet)	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Pumpman	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Quad-track Or Similar Equipment	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Railroad Ballast Regulation Operator (self-propelled)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Railroad Power Tamper Operator (self-propelled)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Railroad Tamper Jack Operator (self-propelled)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Railroad Track Liner Operator (self-propelled)	$49.11	7B	4W	9A	View
Asotin	Power Equipment Operators	Refrigeration Plant Engineer (1000 Tons & Over)	$49.11	7B	4W	9A	View
Asotin	Power Equipment Operators	Refrigeration Plant Engineer (under 1000 Ton)	$48.95	7B	4W	9A	View
Asotin	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Roto Mill (pavement Grinder)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Rotomill Groundsman	$48.95	7B	4W	9A	View
Asotin	Power Equipment Operators	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Rubber-tired Skidders (r/t With Or Without Attachments)	$48.95	7B	4W	9A	View
Asotin	Power Equipment Operators	Scrapers, All, Rubber-tired	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Screed Operator	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Shovels (3 Yds. & Over)	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Shovels (under 3 Yds.)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Signalman (whirleys, Highline, Hammerheads Or Similar)	$49.11	7B	4W	9A	View
Asotin	Power Equipment Operators	Soil Stabilizer (p & H Or Similar)	$48.79	7B	4W	9A	View

Asotin	Power Equipment Operators	Spray Curing Machine (concrete)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Spreader Box (self-propelled)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Spreader Machine	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Steam Cleaner	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Straddle Buggy (ross & Similar On Construction Job Only)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Surface Heater & Planer Machine	$48.95	7B	4W	9A	View
Asotin	Power Equipment Operators	Tractor (farm Type R/t With Attachments, Except Backhoe)	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Traverse Finish Machine	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Trenching Machines (7 Ft. Depth & Over)	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Trenching Machines (under 7 Ft. Depth Capacity)	$48.95	7B	4W	9A	View
Asotin	Power Equipment Operators	Tug Boat Operator	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Tugger Operator	$48.18	7B	4W	9A	View
Asotin	Power Equipment Operators	Turnhead (with Re-screening)	$48.95	7B	4W	9A	View
Asotin	Power Equipment Operators	Turnhead Operator	$48.79	7B	4W	9A	View
Asotin	Power Equipment Operators	Ultra High Pressure Wateriet Cutting Tool System Operator, (30,000 Psi)	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Vactor Guzzler, Super Sucker	$49.39	7B	4W	9A	View
Asotin	Power Equipment Operators	Vacuum Blasting Machine Operator	$49.66	7B	4W	9A	View
Asotin	Power Equipment Operators	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	$48.95	7B	4W	9A	View
Asotin	Power Equipment Operators	Welding Machine	$47.86	7B	4W	9A	View
Asotin	Power Equipment Operators	Whirleys & Hammerheads, All	$49.66	7B	4W	9A	View
Asotin	Traffic Control Stripers	Journey Level	$49.13	7A	1K		View
Asotin	Truck Drivers	Asphalt Mix Over 20 Yards	$49.75	5D	1V	8M	View
Asotin	Truck Drivers	Asphalt Mix To 20 Yards	$49.38	5D	1V	8M	View
Asotin	Truck Drivers	Dump Truck	$49.38	5D	1V	8M	View
Asotin	Truck Drivers	Dump Truck & Trailer	$49.75	5D	1V	8M	View
Asotin	Truck Drivers	Other Trucks	$49.27	5D	1V	8M	View

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Overtime Codes

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

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. All hours worked on Sundays and holidays shall also be paid at 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 four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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 ½) 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).

Holiday Codes Continued

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.

Holiday Codes Continued

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.

Holiday Codes Continued

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.

Holiday Codes Continued

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.

X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: $2.00, Class B Suit: $1.50, Class C Suit: $1.00, and Class D Suit: $0.50. Special Shift Premium: Basic hourly rate plus $2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

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.

BID PROPOSAL

2021

STREET MAINTENANCE PROJECT

CITY OF CLARKSTON
PUBLIC WORKS DEPARTMENT
CONTRACT DOCUMENTS AND SPECIFICATIONS

OWNER:
City of Clarkston
829 5th Street
Clarkston, WA 99403

City Hall (509) 758-1662 Fax (509) 769-6019

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

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

City of Clarkston

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date July 11, 2017, 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 Name

_____
Signature of Authorized 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:

_____

** 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.*

CITY OF CLARKSTON
BIDDER QUALIFICATION FORM
PER GSP 1-02.14 DISQUALIFICATION OF BIDDERS

1.) Does the Bidder owe delinquent taxes to the Washington State Department of Revenue?
_____ Yes _____ No

2.) Is the Bidder currently debarred or suspended by the Federal government?
_____ Yes _____ No

3.) List the claims filed against the retainage or payment bonds for public works projects for the past three years. Provide name of project, owner and contact information, written explanation of circumstances surrounding each claim. Attach additional sheets as necessary.

_____
_____
_____ .

4.) List any public works contract terminated for cause or terminated by default by a government agency the past five years. Attach additional sheets as necessary.

_____
_____
_____ .

5.) List any lawsuits with judgements entered against the Bidder the past five years. Attach additional sheets as necessary.

_____
_____
_____ .

6.) List the construction claims the Bidder has filed against a governmental agency the past five years. Provide name of project, owner and contact information, written explanation of circumstances surrounding each claim, and if settled or still in litigation. Attach additional sheets as necessary.

_____
_____
_____ .

I declare under penalty of perjury under the laws of the State of Washington that the foregoing information is true and correct to the best of my knowledge and belief.

_____ _____ _____
Signature Company Date

City of Clarkston

Local Agency Disadvantaged Business Enterprise Utilization Certification

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

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

Box 2: _____

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

Disadvantaged Business Enterprise Condition of Award Contract Goal _____ Box 3

Total DBE Commitment _____ Box 4

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

Bidder,

The Washington State Department of Transportation has made significant changes to the process for submitting Disadvantaged Business Enterprise (DBE) Condition of Award (COA) Goal documentation. Review the (DBE) specifications in the contract you are bidding for changes in the requirements. A partial list of changes is included in this letter. Failure to submit DBE documentation as required by the specifications will result in your bid being considered nonresponsive and will be rejected.

YOU MUST INCLUDE IN YOUR BID:

1. A Disadvantaged Business Enterprise Utilization Certification (WSDOT Form #272-056A EF Revised 07/2011) which demonstrates how you will meet the DBE COA Goal. Be sure to review the instructions for filling out the form. To assist you in selecting DBE firms, WSDOT and OMWBE have created a Directory of Certified DBE Firms, available at: http://www.omwbe.wa.gov/certification/index.shtml. This directory provides a "WSDOT COA Work Description" for each DBE firm for purposes of filling out the form. The "Description of Work" on the Disadvantaged Business Enterprise Utilization Certification must be consistent with the "WSDOT COA Work Description" in the Directory of Certified DBE Firms or your bid will be rejected, however do not copy the work description verbatim if it includes items of work in its title that that are not work items of the contract. Only list those items of work in the Description of Work descriptor that the DBE Subcontractor is going to perform on the Contract. For example, if the Contract has work in installation and removal of pavement markings along with striping and you found a certified DBE Subcontractor that has a "WSDOT COA Work Description" of a descriptor such as, PAVEMENT MARKINGS INSTALLATION AND REMOVAL; INCLUDING STRIPING, GUIDEPOSTS, GLARE SHIELDS, BOLLARDS, RUMBLE STRIPS. If the Contract does not have work items for guideposts, glare shields, bollards and rumble strips then shorten the descriptor to only those work items in the descriptor that the DBE Subcontractor will be doing such as, PAVEMENT MARKINGS INSTALLATION AND REMOVAL; INCLUDING STRIPING.

2. You must submit a Disadvantaged Business Enterprise (DBE) Written Confirmation Document (dated 07/2011) for each DBE listed on your Disadvantaged Business Enterprise Utilization Certification. WSDOT has created Form # 422-031A EF for this purpose. Keep in mind that bidders and DBEs may have a supply of the old forms. Do not use them. Required information has been added to this form therefore use of an earlier version of the form may result in bid rejection. The "Description of Work" and "Amount to be Applied Towards Goal" listed the Disadvantaged Business Enterprise (DBE) Written Confirmation Document must match the "Description of Work" and "Amount to be Applied Towards Goal" listed on your Disadvantaged Business Enterprise Utilization Certification or your bid will be rejected. See Special Provision **Delivery Of Proposal** when this document needs to be submitted.

3. You must submit Good Faith Effort (GFE) Documentation in addition to the Disadvantaged Business Enterprise Utilization Certification ONLY IN THE EVENT your efforts to solicit sufficient DBE participation have been unsuccessful and you are relying upon your Good Faith Effort Documentation in whole or part to meet the goal. See Special Provision **Delivery of Proposal** when this document needs to be submitted.

WSDOT has posted a copy of our training materials on our website which is available at: http://www.wsdot.wa.gov/biz/construction/ see "Construction News."

The Directory of Certified DBE Firms is available at: http://www.omwbe.wa.gov/certification/index.shtml

WSDOT Forms are available at: http://www.wsdot.wa.gov/forms/
Note the form # to easily locate the form.

Office of Equal Opportunity:
http://www.wsdot.wa.gov/equalopportunity

Contract Ad & Award:
http://www.wsdot.wa.gov/biz/contaa/

Local Agency Name
Local Agency Address

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

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

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

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

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

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

PROPOSAL

BID SCHEDULE

(**SALES TAX TO BE INCLUDED IN THE BID ITEM PRICES**)

2019 STREET MAINTENANCE PROJECT						
ITEM NO.	**WSDOT Std. Item No.**	**ITEM**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL AMOUNT**
SEAL COAT ITEMS						
1	5296	CRS-2P	70	TON		
		Unit Price In Words:				
2	5436	FURNISHING & PLACING CRUSHED SCREENING 1/2 TO NO. 4	550	TON		
		Unit Price In Words:				
3	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.		
		Unit Price In Words:				
					TOTAL SEAL COAT (Including Tax):	
ASPHALT OVERLAY						
		Unit Price In Words:				
4	5739	HMA FOR PAVEMENT REPAIR, CL 1/2", 0.13' (1-1/2") DEPTH	1200	TON		
		Unit Price In Words:				
5	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.		
		Unit Price In Words:				
					TOTAL ASPHALT OVERLAY (Including Tax):	
ALLEY OVERLAY						
6	5739	HMA FOR PAVEMENT REPAIR, CL 1/2", 0.2' DEPTH	280	TON		
7	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.		
		Unit Price In Words:				
					TOTAL ALLEY OVERLAY (Including Tax):	
					TOTAL PROJECT COST (Including Tax):	

Local Agency Signature Page

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

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

Signature of Authorized Official(s)

Proposal Must be Signed →

_____

_____

Firm Name _____

Address _____

_____

_____

State of Washington Contractor's License No. _____

Federal ID No. _____

Note:

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

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

(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number on in your communication 2017-01 .

(4) RCW 47.28.030 (2) applies: No bid deposit or performance bond shall be required but it shall be specified in the bidding proposal that each month the contractor may be required to submit paid invoices showing that disbursements have been made to laborers, materialmen, mechanics, and subcontractors due such persons from the previous progress payment. If such disbursements have not been made, the monthly progress payment shall be withheld pending receipt of the paid invoices.

Local Agency Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we,

of as principal, and the

a corporation duly organized under the laws of the state of , and

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

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

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

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, _____.

_____

_____
(Principal)

_____
(Surety)

_____
(Attorney-in-fact)

Local Agency Contract

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

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

hereinafter called the Contractor.

WITNESSETH:

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

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

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

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

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

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all convenants required of the Contractor in the contract.

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

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

Executed by the Contractor _____ , _____.

_____

_____

_____
(Contractor)

Local Agency: _____

Title: _____

By: _____

Date: _____ , _____

Local Agency Payment Bond

PUBLIC WORKS PAYMENT BOND

to [City of _____ or _____ County], WA

Bond No. _____

The [City of _____ or _____ County], Washington ([City or County]) has awarded to _____ (Principal), a contract for the construction of the project designated as _____ ,Project No. _____ in [location], Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

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 the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the [City or County], in the sum of _____ US Dollars ($ _____) Total Contract Amount, subject to the provisions herein.

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 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person 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 Titles 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 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 changes, 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 office executing on behalf of the surety.

PRINCIPAL		SURETY	
Principal Signature	Date	Surety Signature	Date
Printed Name	Date	Printed Name	Date
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

[City or County] Attorney, [City of or County] Date

DOT Form 272-003A
08/2012

Local Agency Performance Bond

PERFORMANCE BOND

to [City of _____ or _____ County], WA

Bond No. _____

The [City of _____ or _____ County], Washington ([City or County]) has awarded to _____ (Principal), a contract for the construction of the project designated as _____ ,Project No. _____ in [location], Washington (Contract), and said Principal is required 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 the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the [City or County], 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 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 force and effect.

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 office executing on behalf of the surety.

PRINCIPAL		SURETY	
Principal Signature	Date	Surety Signature	Date
Printed Name	Date	Printed Name	Date
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

[City or County] Attorney, [City of County] _____ Date _____

INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax
(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.9(5) Required Documents
(January 3, 2020 APWA GSP)

Delete this section and replace it with the following:

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

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

1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.

2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

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

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

Penalties for Noncompliance
The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

1-07.11 Requirements for Nondiscrimination
(December 19, 2019 APWA GSP, Option B)

Supplement this section with the following:

Disadvantaged Business Enterprise Participation
The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. Demonstrating compliance with these Specifications is a Condition of Award (COA) of this Contract. Failure to comply with the requirements of this Specification may result in your Bid

being found to be nonresponsive resulting in rejection or other sanctions as provided by Contract.

DBE Abbreviations and Definitions

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

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

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

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

Disadvantaged Business Enterprise (DBE) – A business firm certified by the Washington State Office of Minority and Women's Business Enterprises, as meeting the criteria outlined in 49 CFR 26 regarding DBE certification. A Underutilized Disadvantaged Business Enterprise (UDBE) firm is a subset of DBE.

Force Account Work – Work measured and paid in accordance with Section 1-09.6.

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

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

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

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

Underutilized Disadvantaged Business Enterprise (UDBE) – A DBE Firm that is underutilized based on WSDOT's Disparity Study.

UDBE Commitment – The dollar amount the Bidder indicates they will be subcontracting to be applied towards the UDBE Condition of Award Goal as shown on the UDBE Utilization Certification Form for each UDBE Subcontractor. This UDBE Commitment amount will be incorporated into the Contract and shall be considered a Contract requirement. Any changes to the UDBE Commitment require the Engineer's approval.

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

UDBE COA Goal
The Contracting Agency has established a UDBE COA Goal for this Contract in the amount of: **0.0%**

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

DBE participation is only credited upon payment to the DBE.

The following are some definitions of what may be counted as DBE participation.

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

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

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

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

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

1. If a UDBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the UDBE COA Goal only if the Lower-Tier Subcontractor is also a UDBE.

2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, but not a UDBE, may be counted as DBE participation but not counted toward the UDBE COA Goal.

3. Work subcontracted to a non-DBE does not count towards the UDBE COA Goal nor DBE participation.

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

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

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

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

Temporary Traffic Control
If the DBE firm is being utilized in the capacity of only “Flagging”, the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the DBE. The DBE firm shall also provide all flagging equipment (e.g. paddles, hard hats, and vests).

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

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

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

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

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

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

DBE Manufacturer and DBE Regular Dealer
One hundred percent (100%) of the cost of the manufactured product obtained from a DBE manufacturer can count as DBE participation. If the DBE manufacturer is a UDBE, participation may count towards the UDBE COA Goal.

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

DBE firms proposed to be used as a Regular Dealer must be approved before being listed as a COA/used on a project. The WSDOT Approved Regular Dealer list published on WSDOT's Office of Equal Opportunity (OEO) web site must include the specific project for which approval is being requested. For purposes of the UDBE COA Goal participation, the Regular Dealer must submit the Regular Dealer Status Request form a minimum of five calendar days prior to bid opening.

Purchase of materials or supplies from a DBE which is neither a manufacturer nor a regular dealer, (i.e. Broker) only the fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, can count as DBE participation provided the fees are not excessive as compared with fees customarily allowed for similar services. Documentation will be required to support the fee/commission charged by the DBE. The cost of the materials and supplies themselves cannot be counted toward as DBE participation.

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

Underutilized Disadvantaged Business Enterprise Utilization

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

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

- Force account at 50%
- Regular dealer at 60%

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

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

Underutilized Disadvantaged Business Enterprise Written Confirmation Document(s)

The requirements of this section apply to projects with a UDBE COA Goal. The Bidder shall submit an Underutilized Disadvantaged Business Enterprise (UDBE) Written Confirmation Document (completed and signed by the UDBE) for each UDBE firm listed

in the Bidder's completed UDBE Utilization Certification submitted with the Bid. Failure to do so will result in the associated participation being disallowed, which may cause the Bid to be determined to be nonresponsive resulting in Bid rejection.

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

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

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

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

Selection of Successful Bidder/Good Faith Efforts (GFE)
The requirements of this section apply to projects with a UDBE COA Goal. The successful Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which demonstrates a good faith effort to achieve the UDBE COA Goal. The Contracting Agency, at any time during the selection process, may request a breakdown of the bid items and amounts that are counted towards the overall contract goal for any of the UDBEs listed on the UDBE Utilization Certification.

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

1. <u>By meeting the UDBE COA Goal</u>
   Submission of the UDBE Utilization Certification, supporting UDBE Written Confirmation Document(s) showing the Bidder has obtained enough UDBE participation to meet or exceed the UDBE COA Goal, the UDBE Bid Item Breakdown and the UDBE Trucking Credit Form, if applicable.

2. <u>By documentation that the Bidder made adequate GFE to meet the UDBE COA Goal</u>
   The Bidder may demonstrate a GFE in whole or part through GFE documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient UDBE participation have been unsuccessful. The Bidder must supply GFE documentation in addition to the UDBE Utilization Certification, supporting UDBE Written Confirmation Document(s), the UDBE Bid Item Breakdown form and the UDBE Trucking Credit Form, if applicable.

Note: In the case where a Bidder is awarded the contract based on demonstrating adequate GFE, the advertised UDBE COA Goal will not be reduced. The Bidder shall demonstrate a GFE during the life of the Contract to attain the advertised UDBE COA Goal.

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

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

Good Faith Effort (GFE) Documentation
GFE is evaluated when:

1. Determining award of a Contract that has COA goal,

2. When a COA UDBE is terminated and substitution is required, and

3. Prior to Physical Completion when determining whether the Contractor has satisfied its UDBE commitments.

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

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified UDBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this interest within sufficient time to allow the UDBEs to respond to the solicitation. The Bidder must determine with certainty if the UDBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the Work to be performed by UDBEs in order to increase the likelihood that the UDBE COA Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate UDBE participation, even when the Bidder might otherwise prefer to perform these Work items with its own forces.

3. Providing interested UDBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

    a. Negotiating in good faith with interested UDBEs. It is the Bidder's responsibility to make a portion of the Work available to UDBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available UDBE subcontractors and suppliers, so as to facilitate UDBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of UDBEs that were considered; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for UDBEs to perform the Work.

    b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the UDBE COA

Goal into consideration. However, the fact that there may be some additional costs involved in finding and using UDBEs is not in itself sufficient reason for a Bidder's failure to meet the UDBE COA Goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not, however, required to accept higher quotes from UDBEs if the price difference is excessive or unreasonable.

4. Not rejecting UDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the UDBE COA Goal.

5. Making efforts to assist interested UDBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.

6. Making efforts to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of UDBEs.

8. Documentation of GFE must include copies of each UDBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a UDBE for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

Administrative Reconsideration of GFE Documentation

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

- The Bidder must request within 48 hours of notification of being nonresponsive or forfeit the right to reconsideration.

- The reconsideration decision on the adequacy of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination.

- Only original GFE documentation submitted as a supplement to the Bid shall be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.

- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.

- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

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

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

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

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

1. A list of all firms who submitted a bid or quote in attempt to participate in this project whether they were successful or not. Include the business name and mailing address.

Note: The firms identified by the Contractor may be contacted by the Contracting Agency to solicit general information as follows: age of the firm and average of its gross annual receipts over the past three years.

Procedures after Execution

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

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

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

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

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.

- The DBE itself shall own and operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE's payroll.

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

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

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

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

Joint Checking
A joint check is a check between a Subcontractor and the Contractor to the supplier of materials/supplies. The check is issued by the Contractor as payer to the Subcontractor and the material supplier jointly for items to be incorporated into the

project. The DBE must release the check to the supplier, while the Contractor acts solely as the guarantor.

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

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

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

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

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

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

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

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

Changes in COA Work Committed to UDBE
The Contractor shall utilize the COA UDBEs to perform the work and supply the materials for which each is committed unless approved by the Engineer. The Contractor shall not be entitled to any payment for work or material completed by the Contractor or subcontractors that was committed to be completed by the COA UDBEs.

Owner Initiated Changes
Where the Engineer makes changes that result in changes to Work that was committed to a COA UDBE. The Contractor may be directed to substitute for the Work in such instances.

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

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

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

UDBE Termination
Termination of a COA UDBE (or an approved substitute UDBE) is only allowed in whole or in part with prior written approval of the Engineer. If the Contractor terminates a COA UDBE without the written approval of the Engineer, the Contractor shall not be entitled to credit towards the UDBE COA Goal for any payment for work or material performed/supplied by the COA UDBE. In addition, sanctions may apply as described elsewhere in this specification.

The Contractor must have good cause to terminate a COA UDBE.

Good cause typically includes situations where the UDBE Subcontractor is unable or unwilling to perform the work of its subcontract. Good cause may exist if:

- The UDBE fails or refuses to execute a written contract.
- The UDBE fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards.
- The UDBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements.
- The UDBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The UDBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
- The UDBE voluntarily withdraws from the project, and provides written notice of its withdrawal.

- The UDBE's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.

- The UDBE's owner dies or becomes disabled with the result that the UDBE is unable to complete its Work on the Contract.

Good cause does not exist if:

- The Contractor seeks to terminate a COA UDBE so that the Contractor can self-perform the Work.

- The Contractor seeks to terminate a COA UDBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.

- The failure or refusal of the COA UDBE to perform its Work on the subcontract results from the bad faith or discriminatory action of the Contractor (e.g., the failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the UDBE's Work).

Prior to requesting termination, the Contractor shall give notice in writing to the UDBE with a copy to the Engineer of its intent to request to terminate UDBE Work and the reasons for doing so. The UDBE shall have five (5) days to respond to the Contractor's notice. The UDBE's response shall either support the termination or advise the Engineer and the Contractor of the reasons it objects to the termination of its subcontract.

When a COA UDBE is terminated, or fails to complete its work on the Contract for any reason, the Contractor shall substitute with another UDBE or provide documentation of GFE. A plan to achieve the COA UDBE Commitment shall be submitted to the Engineer within 2 days of the approval of termination or the Contract shall be suspended until such time the substitution plan is submitted.

Decertification

When a DBE is "decertified" from the DBE program during the course of the Contract, the participation of that DBE shall continue to count as DBE participation as long as the subcontract with the DBE was executed prior to the decertification notice. The Contractor is obligated to substitute when a DBE does not have an executed subcontract agreement at the time of decertification.

Consequences of Non-Compliance

Breach of Contract

Each contract with a Contractor (and each subcontract the Contractor signs with a Subcontractor) must include the following assurance clause:

The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the

termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the Contractor from future bidding as non-responsible.

Notice
If the Contractor or any Subcontractor, Consultant, Regular Dealer, or service provider is deemed to be in non-compliance, the Contractor will be informed in writing, by certified mail by the Engineer that sanctions will be imposed for failure to meet the UDBE COA Commitment and/or submit documentation of good faith efforts. The notice will state the specific sanctions to be imposed which may include impacting a Contractor or other entity's ability to participate in future contracts.

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

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements
A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

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

1-07.18(2) Additional Insured

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

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

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

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

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$2,000,000	Products & Completed Operations Aggregate
$1,000,000	Personal & Advertising Injury each offence
$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

1-07.23(1) Construction Under Traffic

(May 2, 2017 APWA GSP)

Revise the third sentence of the second paragraph to read:

> Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved by the Contracting Agency activating pedestrian recall timing or other accommodation may be allowed during construction.

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

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

1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

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

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 10 WORKING DAYS prior to the day(s) the Contractor is requesting to change the hours.

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.

5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting
(May 30, 2019 APWA GSP, Option B)

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify…".

1-08.3(2)A Type A Progress Schedule
(March 13, 2012 APWA GSP)

Revise this section to read:

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

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work
(July 23, 2015 APWA GSP)

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

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

1-08.5 Time for Completion
(November 30, 2018 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

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

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
   d. Final Contract Voucher Certification
   e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
   f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
   g. Property owner releases per Section 1-07.24

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

1-09.9 Payments
(June 27, 2011 APWA GSP, Option A)

Supplement this section with the following:

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

1-09.9 Payments
(June 27, 2011 APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

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

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

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

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

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

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of Progress Payments previously made; and

3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

1-09.11(3) Time Limitation and Jurisdiction
(November 30, 2018 APWA GSP)

Revise this section to read*:*

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

1-09.13(3) Claims $250,000 or Less

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total $250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration
(November 30, 2018 APWA GSP)

Revise the third paragraph to read:

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

4-04.3(5) Shaping and Compaction
(March 9, 2016 APWA GSP)

Supplement this section with the following:

Immediately following spreading and final shaping each layer of surfacing shall be lightly compacted in one lift until no visible movement of aggregate is observed resulting in a firm and unyielding condition, as determined by the Engineer.

5-04 Hot Mix Asphalt
(July 18, 2018 APWA GSP)

Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

5-04.1 Description

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

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

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01.
Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL
If the contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design – Obtaining Project Approval
No paving shall begin prior to the approval of the mix design by the Engineer.

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

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

Nonstatistical Mix Design. 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.

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- 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.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the 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.

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

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55◦F	45◦F
0.10 to .20	45◦F	35◦F
More than 0.20	35◦F	35◦F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
    a. A mechanical sampling device attached to the HMA plant.
    b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless other-wise required by the contract.

Where an MTD/V is required by the contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform

temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater.

Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
B. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility

when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1”	0.35 feet
HMA Class ¾” and HMA Class ½”	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class ⅜”	0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

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

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. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

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.

HMA Tolerances and Adjustments

1. **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:

   For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

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

   For Aggregates in the mixture:

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

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

   b. 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.

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

   a. **Aggregates** –2 percent for the aggregate passing the 1½″, 1″, ¾″, ½″, ⅜″, and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

   b. **Asphalt Binder Con**tent – 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

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

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

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 at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per sublot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples 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.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to 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.

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

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

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

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	**Factor "f"**
All aggregate passing: 1½″, 1″, ¾″, ½″, ⅜″ and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical 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.

5-04.3(9)C5 Vacant

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

For each lot of HMA mix produced under Nonstatistical 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 total 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).

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

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

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

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

For each lot of HMA 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).

5-04.3(10) HMA Compaction Acceptance

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

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day 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 4-inches 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.

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.

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.

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.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

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.

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

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

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

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

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement

and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PFi for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application procedure.

Construct the bridge paving joint seal as specified ion the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

5-04.3(12)B2 Paved Panel Joint Seal

Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course

shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of $500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing (Milling) Bituminous Pavement

The planning plan must be approved by the Engineer and a pre planning meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:

   a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

   b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

   c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

   d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

   e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA Supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:

a. The actual times of starting and ending daily operations.
b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other con-tractors who may operate in the Project Site.
d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:
   a. When to start applying tack and coordinating with paving.
   b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
   c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
   d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
   e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

5-04.4 Measurement

HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, 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.

Roadway cores will be measured per each for the number of cores taken.

Preparation of untreated roadway will be measured by the mile once along the centerline of the main line Roadway. No additional measurement will be made for ramps, Auxiliary Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest 0.01 mile.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.

Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton, whichever is designated in the Proposal.

Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Water will be measured by the M gallon as provided in Section 2-07.4.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

“HMA Cl. ___ PG ___”, per ton.

“HMA for Approach Cl. ___ PG ___”, per ton.

“HMA for Preleveling Cl. ___ PG ___”, per ton.

“HMA for Pavement Repair Cl. ___ PG ___”, per ton.

“Commercial HMA”, per ton.

The unit Contract price per ton for “HMA Cl. ___ PG ___”, “HMA for Approach Cl. ___ PG ___”, “HMA for Preleveling Cl. ___ PG ___”, “HMA for Pavement Repair Cl. ___ PG ___”, and “Commercial HMA” shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

“Preparation of Untreated Roadway”, per mile.

The unit Contract price per mile for “Preparation of Untreated Roadway” shall be full pay for all Work described under 5-04.3(4) , with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for “HMA Cl. ___ PG ___” which was used for patching. If the Proposal does not include a Bid item for “Preparation of Untreated Roadway”, the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

“Preparation of Existing Paved Surfaces”, per mile.

The unit Contract Price for “Preparation of Existing Paved Surfaces” shall be full pay for all Work described under Section 5-04.3(4) with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for “HMA Cl. ___ PG ___” which was used for patching. If the Proposal does not include a Bid item for “Preparation of Untreated Roadway”, the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

“Crack Sealing”, by force account.

“Crack Sealing” will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

“Pavement Repair Excavation Incl. Haul”, per square yard.

The unit Contract price per square yard for “Pavement Repair Excavation Incl. Haul” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for “HMA for Pavement Repair Cl. ___ PG ___”, per ton.

“Asphalt for Prime Coat”, per ton.

The unit Contract price per ton for “Asphalt for Prime Coat” shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).

“Prime Coat Agg.”, per cubic yard, or per ton.

The unit Contract price per cubic yard or per ton for “Prime Coat Agg.” shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.

“Asphalt for Fog Seal”, per ton.

Payment for “Asphalt for Fog Seal” is described in Section 5-02.5.

“Longitudinal Joint Seal”, per linear foot.

The unit Contract price per linear foot for “Longitudinal Joint Seal” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12).

“Planing Bituminous Pavement”, per square yard.

The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

“Temporary Pavement Marking”, per linear foot.

Payment for “Temporary Pavement Marking” is described in Section 8-23.5.

“Water”, per M gallon.

Payment for “Water” is described in Section 2-07.5.

“Job Mix Compliance Price Adjustment”, by calculation.

“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)C6.

“Compaction Price Adjustment”, by calculation.

“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04..3(10)D3.

“Roadway Core”, per each.

The Contractor’s costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each and no additional payments will be made.

"Cyclic Density Price Adjustment", by calculation.

"Cyclic Density Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)B.

(February 5, 2020)

Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 16-048, effective September 3, 2019 is made a part of this contract.

The Standard Plans are revised as follows:

A-50.10
Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

A-50.20
Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

A-50.30
Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.1

B-10.60
DELETED

B-82.20
DELETED

B-90.40
Valve Detail – DELETED

C-1
Delete Note 1.

Revise Note 2 to read "Remove all rail washers, also called "Snow Load Rail Washers", when encountered during raising beam guardrail work and the guardrail raising work requires removal of the rail.

Re-number all notes.

C-4b
DELETED

C-4e 1 DELETED

C-8a
Delete "Section A-A, Type 4 Detail

C-20.11
Delete Notes 1 & 2. Re-Number all notes.
Delete " Snow Load Post Washer" and "Snow Load Rail Washer" details.

C-20.19
DELETED

C-22.14
DELETED

C-22.16
Note 3, formula, was: "Elevation G = (Elevation S – D x (0.1) + 31" is revised to read: "Elevation G = (Elevation S – D x (0.1) + 31/12"

C-22.45
For the SOFTSTOP (TL-2) elevation view detail, the callout "SOFTSTOP (TL-2) SYSTEM LENGTH = 38' – 4 1/2"" is revised to read "SOFTSTOP (TL-2) SYSTEM LENGTH = 38' – 3 1/2"".

C-40.14
DELETED

C-60.10

Sheet 1, Side Elevation: The bottom set of ① - #4 horizontal rebar (2x) located at the base of the barrier is repositioned to be aligned with the bottom of ② - #4 stirrup bars to match the bar positioning shown on Sheet 1, Section A.

Sheet 1, Reinforcing Steel Bending Diagram, ③ - Pin Slot Bar detail: Add the following callout to the detail, "HOT DIP GALVANIZE AFTER FABRICATION (ASTM A123 OR AASHTO M 111)".

Sheet 2, ANCHORING PIN ASSEMBLY DETAIL: The first line of the description under the title was "1 1/2" DIAMETER (ASTM A36), COLD ROLL" is now changed to "1 1/2" DIAMETER (ASTM A36), HOT ROLL".

C-70.10
Sheet 1, Note 1 was - "1. PERMANENT INSTALLATION requirements: Embed barrier 3" (in) minimum; ..." is revised to read: "1. Installation requirements: Embed barrier 3" (in) minimum in asphalt or concrete; embed barrier 10" (in) minimum in soil; ..."

Sheet 1, existing Notes 2 and 4 are deleted. Existing Note 3 is renumbered to Note 2.

Sheet 1, add new Note 3, "3. See Sheet 2 for barrier with a 2'-10" reveal installed in asphalt or concrete. See Sheet 3 for barrier with a 3'-6" reveal installed in asphalt or concrete."

Sheet 1, Elevation: The dimension from the barrier end to the barrier lifting slot was “3’ – 4” (TYP)” is now changed to “4’ – 8” (TYP)”, and the barrier lifting slot dimension was “5’ – 0” (TYP)” is now changed to “3’ – 0” (TYP)”.

Sheet 2, the detail titled “3’ – 6” BARRIER FOR USE WITH A 0” (IN) TO 5” (IN) MAX. GRADE SEPARATION” has the following changes:
1. The detail title is changed to “3’ – 6” BARRIER FOR USE WITH A 0” (IN) TO 4” (IN) MAX. GRADE SEPARATION”.
2. The callout “GRADE SEPARATION--5” MAX.” is changed to “GRADE SEPARATION--4” MAX.”

C-75.10
Note 2 is deleted. Renumber subsequent notes.

C-75.20
Note 2 is deleted. Renumber subsequent notes.

C-75.30
Note 2 is deleted. Renumber subsequent notes.

C-85.11
Add new Note 3 “3. The intended use of this plan is for placing concrete barrier in front of bridge piers on bridge retrofit projects only. Contact the HQ Bridge traffic barrier specialist before using this barrier placement plan for projects involving new or reconstructed bridges.”

C-85.14
DELETED

C-90.10
DELETED

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

F-10.12

Section Title, was – “Depressed Curb Section” is revised to read: “Depressed Curb and Gutter Section”

F-10.40

“EXTRUDED CURB AT CUT SLOPE”, Section detail - Deleted

F-10.42

DELETE – “Extruded Curb at Cut Slope” View

G-25.10

Key Note 3, second sentence, was – “For single-post installations, divide the (#2w/diamond shape symbol) post MAX. XYZ in half.” Is revised to read: “For single-post installations, divide the two-post MAX. XYZ in half.”

G-60.10

DELETED

G-60.20

DELETED

G-60.30

DELETED

G-70.10

DELETED

G-70.20

DELETED

H-70.20

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

J-10.21

Note 18, was – “When service cabinet is installed within right of way fence, see Standard Plan J-10.22 for details.” Is revised to read; “When service cabinet is installed within right of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details.”

J-10.22

Key Note 1, was – “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305.” Is revised to read; “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel.”

Key Note 4, “Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt “T” rated). Is revised to read: “Test Switch (SPDT snap action, positive close 15 amp – 120/277 volt “T” rated).”

Key Note 14, was – “Hinged dead front with 1/4 turn fasteners or slide latch.” Is revised to read; “Hinged dead front with 1/4 turn fasteners or slide latch. ~ Dead front panel bolts shall not extend into the vertical limits of the breaker array(s).”

Key Note 15, was – “Cabinet Main Bonding Jumper. Buss shall be 4 lug tinned copper. See Cabinet Main bonding Jumper detail, Standard Plan J-3b.“ is revised to read; “Cabinet Main Bonding Jumper Assembly ~ Buss shall be 4 lug tinned copper ~ See Standard Plan J-10.20 for Cabinet Main Bonding Jumper Assembly details.”

Note 1, was – “...socket box mounting detail, see Standard Plan J-3b.” is revised to read to read: “...socket box mounting detail, see Standard Plan J-10.20.”

Note 6, was – “...See door hinge detail, Standard Plan J-3b.” is revised to read: “...See door hinge detail, Standard Plan J-10.20.”

J-20.26

Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton post.”

J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR BOLTS ~ %” (IN) x 30” (IN) FULL THREAD ~ THREE REQ’D. PER ASSEMBLY” IS REVISED TO READ: “ANCHOR BOLTS ~ %” (IN) x 30” (IN) FULL THREAD ~ FOUR REQ’D. PER ASSEMBLY”

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 $^{1}/_{2}$" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 $^{1}/_{2}$" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 $^{1}/_{2}$" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 $^{1}/_{2}$" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"
Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15
Partial View, callout, was – LOCK NIPPLE ~ 1 $^{1}/_{2}$" DIAM., is revised to read; CHASE NIPPLE ~ 1 $^{1}/_{2}$" (IN) DIAM.

J-21.16
Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15
Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 $^{1}/_{2}$" DIAM. is revised to read; CHASE NIPPLE ~ 1 $^{1}/_{2}$" (IN) DIAM.

J-28.24
Case E and Case F Section View dimension callout, "3' – 0" MIN. FOR BEAM GUARDRAIL, 4' – 0" MIN. FOR CONC. BARRIER TYPE 2" is revised to read, "5' – 0" MIN. FOR BEAM GUARDRAIL, 8' – 0" MIN. FOR UNANCHORED TYPE F CONC. BARRIER, 4' – 0" MIN. FOR ANCHORED TYPE F CONC. BARRIER".

J-40.10
Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 $^{1}/_{2}$" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 $^{1}/_{2}$" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-75.20
Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

J-81.10
Power Distribution Block Diagram, lower left corner, Sheet 1 of 3; Switch Pack 2; circuit 623 (T4-5) [middle ckt] is revised to read; circuit **622 (T4-5)**.

K-80.10
SIGN INSTALLATION (BEHIND TRAFFIC BARRIER) detail dimension callout, “3’ MIN.” is revised to read, “5’ MIN.”.

K-80.30
DELETED

K-80.35
Add New Note 1 – “1. The intended use of this plan is for the temporary installation of Type 2 concrete barrier (See Standard Plan C-8) on cement concrete pavement, bridge decks, or hot mix asphalt pavement, and Type F concrete barrier on cement concrete pavement or bridge decks.

Re-number all notes.

The TYPE 1 ANCHOR detail description “TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) AND TEMPORARY CONC. BARRIER (F-SHAPE) (STD. PLAN K-80.30) ON CEMENT CONC. PAVEMENT OR BRIDGE DECK” is revised to read, “TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE F (STD. PLAN C-60.10) OR PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) ON CEMENT CONC. PAVEMENT OR BRIDGE DECK.”

The TYPE 3 ANCHOR detail description “TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) AND TEMPORARY CONC. BARRIER (F-SHAPE) (STD. PLAN K-80.30) ON HOT MIX ASPHALT PAVEMENT” is revised to read, “TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) ON HOT MIX ASPHALT PAVEMENT.”

K-80.37
Revise Note 1 to read:“1. The intended use of this plan is for the temporary installation of Type F NARROW BASE concrete barrier (See Standard Plan C-60.10) or Type 4 (Type 2 Narrow Base – See Std. Plan C-8a) Concrete Barrier on cement concrete pavement, bridge decks.”

Replace all callouts stating “NARROW BASE, ALTERNATIVE TEMPORARY CONCRETE BARRIER SEGMENT” with “Type F NARROW BASE or Type 4 (Type 2 Narrow Base) concrete barrier segment.”

M-3.50
Double-Left Turn Channelization (with Right Turn Pocket) view, dimension, upper left corner, “taper” dimension; callout – was “40’ if Posted Speed is 40 MPH or less 100’ if Posted Speed is more than 40 MPH” is revised to read; “See Contract”

M-5.10
Right-Turn Channelization view, dimension, upper right corner, “taper” dimension; callout – was “50’ MIN.” is revised to read; “See Contract”

M-12.10
Add Note 5. “Check with Region Traffic Office for RPM and Guidepost placements.”

M-24.50
DELETED

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

A-10.10-00.....8/7/07 A-40.00-00 .....8/11/09 A-50.30-0011/17/08
A-10.20-00.....10/5/07 A-40.10-04 .....7/31/19 A-50.40-0011/17/08
A-10.30-00.....10/5/07 A-40.15-00 .....8/11/09 A-60.10-0312/23/14
A-20.10-00.....8/31/07 A-40.20-04 .....1/18/17 A-60.20-03 12/23/14
A-30.10-00.....11/8/07 A-40.50-02 .....12/23/14 A-60.30-016/28/18
A-30.30-01.....6/16/11 A-50.10-00..11/17/08 A-60.40-00 8/31/07
A-30.35-00.....10/12/07 A-50.20-01 9/22/09

B-5.20-02..... 1/26/17 B-30.50-03 .....2/27/18 B-75.20-02 2/27/18
B-5.40-02.....1/26/17 B-30.70-04 .....2/27/18 B-75.50-01 6/10/08
B-5.60-02..... 1/26/17 B-30.80-01 .....2/27/18 B-75.60-00 6/8/06
B-10.20-02..... 3/2/18 B-30.90-02.....1/26/17 B-80.20-00 6/8/06
B-10.40-01..... 1/26/17 B-35.20-00.....6/8/06 B-80.40-00 6/1/06
B-10.70-00..... 1/26/17 B-35.40-00.....6/8/06 B-85.10-01 6/10/08
B-15.20-01..... 2/7/12 B-40.20-00.....6/1/06 B-85.20-00 6/1/06
B-15.40-01..... 2/7/12 B-40.40-02.....1/26/17 B-85.30-00 6/1/06
B-15.60-02..... 1/26/17 B-45.20-01 .....7/11/17 B-85.40-00 6/8/06
B-20.20-02..... 3/16/12 B-45.40-01 .....7/21/17 B-85.50-01 6/10/08
B-20.40-04.....2/27/18 B-50.20-00 .....6/1/06 B-90.10-00 6/8/06
B-20.60-03..... 3/15/12 B-55.20-02 .....2/27/18 B-90.20-00 6/8/06
B-25.20-02..... 2/27/18 B-60.20-01 .....6/28/18 B-90.30-00 6/8/06
B-25.60-02..... 2/27/18 B-60.40-01.....2/27/18 B-90.40-01 1/26/17
B-30.10-03..... 2/27/18 B-65.20-01.....4/26/12 B-90.50-00 6/8/06
B-30.15-00.....2/27/18 B-65.40-00 .....6/1/06 B-95.20-01 2/3/09
B-30.20-04..... 2/27/18 B-70.20-00.....6/1/06 B-95.40-01 6/28/18
B-30.30-03..... 2/27/18 B-70.60-01 ..... 1/26/17
B-30.40-03..... 2/27/18

C-1 ..... 6/28/18 C-20.15-02 .....6/11/14 C-40.18-03 7/21/17
C-1a ..... 7/14/15 C-20.18-03 .....8/12/19 C-60.10-00 8/22/19
C-1b ..... 8/12/19 C-20.19-03 .....8/12/19 C-70.10-01 6/17/14
C-1d ..... 10/31/03 C-20.40-07 .....8/12/19 C-75.10-01 6/11/14
C-2c..... 8/12/19 C-20.41-02 .....8/12/19 C-75.20-01 6/11/14
C-4f ..... 8/12/19 C-20.42-05 .....7/14/15 C-75.30-01 6/11/14
C-6a ..... 10/14/09 C-20.45.02 .....8/12/19 C-80.10-01 6/11/14
C-7 ..... 6/16/11 C-22.16-06.....7/21/17 C-80.20-01 6/11/14
C-7a ..... 6/16/11 C-22.40-07.....8/12/19 C-80.30-01 6/11/14
C-8 ..... 2/10/09 C-22.45-04 .....8/12/19 C-80.40-01 6/11/14
C-8a ..... 7/25/97 C-23.60-04 .....7/21/17 C-80.50-00 4/8/12

C-8b ..... 2/29/16 C.24.10-028/12/19 C-85.10-00 ..... 4/8/12
C-8e ..... 2/21/07 C-25.20-067/14/15 C-85.11-00 ..... 4/8/12
C-8f ..... 6/30/04 C-25.22-057/14/15 C-85.14-01 ..... 6/11/14
C-16a ..... 7/21/17 C-25.26-048/12/19 C-85.15-01 ..... 6/30/14
C-20.10-05 ..... 8/12/19 C-25.30-006/28/18 C-85.16-01 ..... 6/17/14
C-20.11-00..... 7/21/17 C-25.80-058/12/19 C-85-18-01 ..... 6/11/14
C-20.14-04 .....8/12/19 C-40.16-02.....7/2/12 C-85.20-01 ..... 6/11/14

D-2.04-00 .....11/10/05 D-2.48-00 ..... 11/10/05 D-3.17-02 ..... 5/9/16
D-2.06-01 ..... 1/6/09 D-2.64-01.....1/6/09 D-4 .....12/11/98
D-2.08-00 .....11/10/05 D-2.66-0011/10/05 D-6 ..... 6/19/98
D-2.14-00 .....11/10/05 D-2.68-0011/10/05 D-10.10-01 ..... 12/2/08
D-2.16-00 .....11/10/05 D-2.80-0011/10/05 D-10.15-01 ..... 12/2/08
D-2.18-00 .....11/10/05 D-2.82-0011/10/05 D-10.20-01 ..... 8/7/19
D-2.20-00 .....11/10/05 D-2.84-0011/10/05 D-10.25-01 ..... 8/7/19
D-2.32-00 .....11/10/05 D-2.86-0011/10/05 D-10.30-00 ..... 7/8/08
D-2.34-01 ..... 1/6/09 D-2.88-0011/10/05 D-10.35-00 ..... 7/8/08
D-2.36-03 ..... 6/11/14 D-2.92-0011/10/05 D-10.40-01 ..... 12/2/08
D-2.42-00 .....11/10/05 D-3.09-005/17/12 D-10.45-01 ..... 12/2/08
D-2.44-00 .....11/10/05 D-3.10-01 5/29/13
D-2.60-00 .....11/10/05 D-3.11-03 6/11/14
D-2.62-00 .....11/10/05 D-3.15-02 6/10/13
D-2.46-01..... 6/11/14 D-3.16-02.....5/29/13

E-1 ..... 2/21/07 E-4..... 8/27/03
E-2 ..... 5/29/98 E-4a..... 8/27/03

F-10.12-03.....6/11/14 F-10.62-024/22/14 F-40.15-03 .....6/29/16
F-10.16-00..... 12/20/06 F-10.64-03 ..... 4/22/14 F-40.16-03.....6/29/16
F-10.18-01..... 7/11/17 F-30.10-03 ..... 6/11/14 F-45.10-02.....7/15/16
F-10.40-03.....6/29/16 F-40.12-036/29/16 F-80.10-04 .....7/15/16
F-10.42-00..... 1/23/07 F-40.14-03 ..... 6/29/16

G-10.10-00 ..... 9/20/07 G-25.10-04 ..... 6/10/13 G-95.10-02 6/28/18
G-20.10-02 ..... 6/23/15 G-26.10-00 ..... 7/31/19 G-95.20-03 6/28/18
G-22.10-04 ..... 6/28/18 G-30.10-04 ..... 6/23/15 G-95.30-03 6/28/18
G-24.10-00 ..... 11/8/07 G-50.10-03 ..... 6/28/18
G-24.20-01 ..... 2/7/12 G-90.10-03 ..... 7/11/17
G-24.30-02 ..... 6/28/18 G-90.11-00 ..... 4/28/16
G-24.40-07 ..... 6/28/18 G-90.20-05 ..... 7/11/17
G-24.50-05 ..... 8/7/19 G-90.30-04 ..... 7/11/17
G-24.60-05 ..... 6/28/18 G-90.40-02 ..... 4/28/16

H-10.10-00 ..... 7/3/08 H-32.10-00 ..... 9/20/07 H-70.10-01... 2/7/12
H-10.15-00 ..... 7/3/08 H-60.10-01 ..... 7/3/08 H-70.20-01... 2/16/12
H-30.10-00 ..... 10/12/07 H-60.20-01 ..... 7/3/08 H-70.30-02 2/7/12
6
I-10.10-01 ..... 8/11/09 I-30.20-00 ..... 9/20/07 I-40.20-009/20/07
I-30.10-02 ..... 3/22/13 I-30.30-02 ..... 6/12/19 I-50.20-016/10/13
I-30.15-02 ..... 3/22/13 I-30.40-02 ..... 6/12/19 I-60.10-01 ..... 6/10/13

5

PROJECT SPECIAL PROVISIONS

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

1-08.5 Time for Completion

Add the following as the first sentence in the first paragraph:

"Time for completion shall be on or before September 24, 2021. Any reference to working days does not apply."

1-10 Temporary Traffic Control

1-10.1(2) Description

Add the following after the last sentence in the first paragraph:

"The Contractor shall provide 24 hour advance notification to the residents along the sites for sidewalk, curb ramp, and curb and gutter construction. This notification is to inform them no parking shall be allowed on the section of street being seal coated. The City may provide temporary "NO PARKING" signs for the contractor to place along street sections of the work areas."

4-04 Gravel Base

4-02.3 Construction Requirements

Replace paragraph 1 with the following:

"Existing gravel base at the Beachview Park parking lot shall be graded and compacted to drain from the center of the parking lot to the outside edges.

If additional gravel is needed for grading, the Engineer shall direct the Contractor to haul, place, and compact Crushed Surfacing Top Course as needed. Parking lot grading will be accepted and approved by the Engineer."

5-02.3(2) Preparation of Roadway Surface

5-02.3(2)B Seal Coats

Add paragraph 3 to the section as follows:

"The City of Clarkston Street Department shall broom, sweep, and/or clean the streets after the sidewalk repair work is completed."

5-04.3(4) Preparation of Existing Paved Surfaces

Add paragraph 2 to the section as follows:
" The contractor is responsible for raising the manholes, and water and gas valve boxes located in the areas to receive asphalt overlays. The City of Clarkston Street Department shall provide the utility adjusting rings to the contractor for placement before asphalt overlay begins."