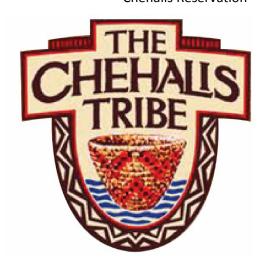
Anderson Road Sidewalk Improvements Request for Proposal

Prepared for Confederated Tribes of the Chehalis Reservation



January 2018

Prepared by **Parametrix**

Anderson Road Sidewalk Improvements Request for Proposal

Prepared for

Confederated Tribes of the Chehalis Reservation 420 Howanut RD P.O. Box 536 Oakville, WA 98568

Prepared by

Parametrix

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CITATION

Parametrix. 2018. Anderson Road Sidewalk Improvements Request for Proposal. Prepared by Parametrix, Puyallup, WA. January 2018.

CERTIFICATION

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.



Prepared by Gregory A. Stidham, P.E., except for Special Provisions Division 6

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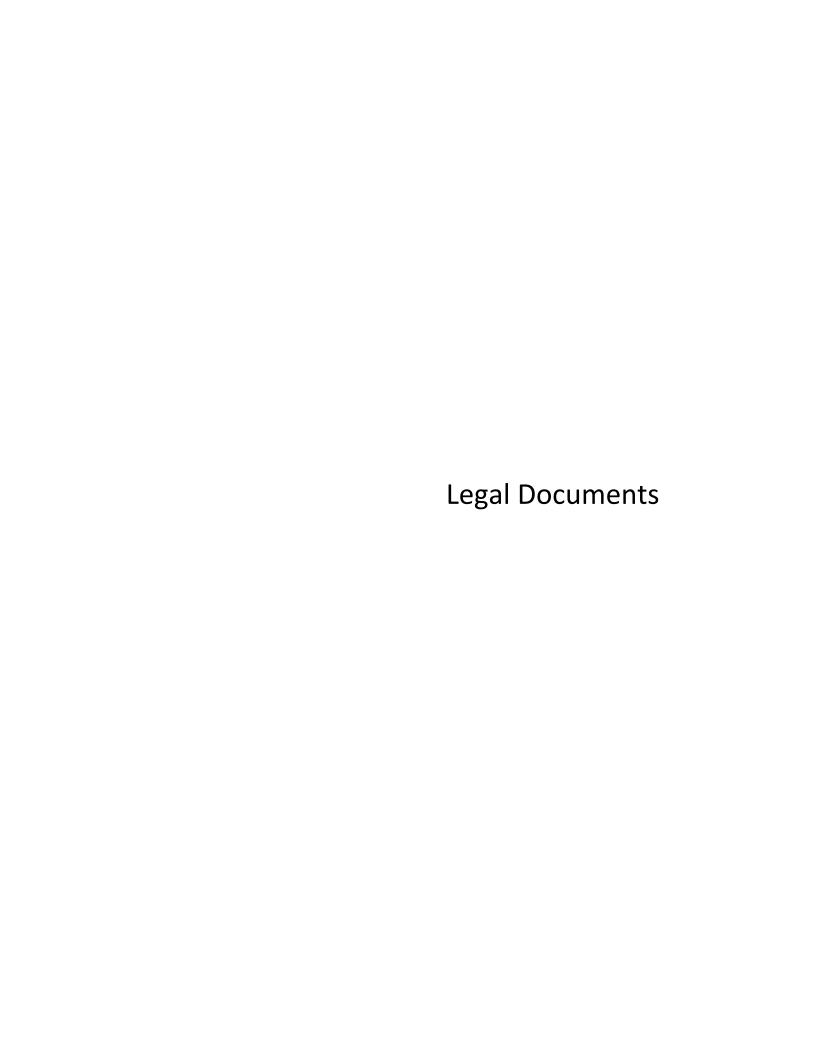
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SECTION 00 41 00 RFP/BID FORM

CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION

REQUEST FOR PROPOSAL Anderson Road Sidewalk Improvements

PROJECT NAME:
Anderson Road Sidewalk Improvements
PO Box 536
6 Niederman Road
Oakville, Washington 98568
Bryan.Sanders@chehalistribe.org

January 18, 2018

SECTION 00 11 13 INVITATION TO BID

CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION ANDERSON ROAD SIDEWALK IMPROVEMENTS

REQUEST FOR PROPOSAL

The Anderson Road Sidewalk Improvements project includes approximately 3,900 linear feet of concrete sidewalk construction and three structural walkways connected to existing box culvert structures along the west edge of Anderson Road between SR12 and Howanut Road.

Sealed proposals for the Anderson Road Sidewalk Improvements project must be received by February 13, 2018, at 3 p.m. Proposals may be mailed to: The Chehalis Tribe, PO Box 536, Oakville, WA 98568, Attn: Bryan Sanders, or delivered to the following street address: 6 Niederman Road, Oakville, WA 98568. Bid proposals received after the date and time stated above will not be accepted. Proposals received on time will be opened privately. The Chehalis Tribe will share the bid results within 10 business days from the final date of receipt of proposals. The Chehalis Tribe reserves the right to waive irregularities and to reject any and all bids.

A pre-bid conference will be held at the project site, parking area on west side of Anderson Road Station 11+00, Oakville, WA 98568, on Wednesday, January 31, 2018, at 10 a.m. This conference is **mandatory**, as this will be a critical time for bidders to view existing conditions. Bidders must familiarize themselves with existing conditions to submit a responsive bid proposal.

RFP documents will be available in PDF format starting January 23, 2018, at the following web site: https://www.chehalistribe.org. Click on "Public Notices" link at bottom of home page.

Please direct questions regarding this project to the Owner's Transportation Planner, Bryan Sanders at the following:

Email: Bryan.Sanders@chehalistribe.org

The work includes the furnishing of all labor, materials, and equipment necessary to construct the Anderson Road Sidewalk Improvements according to the drawings and specifications.

It is the Owner's intent to award a contract to the highest scored responsible Bidder according to the scoring matrix included with the RFP (Spec. Sec. 00 41 00), provided the bid has been submitted in accordance with the bidding documents and does not exceed the funds available. Scoring and assessment of Bid Proposals will be performed by a selection committee, expected to include approximately six Tribal officials and/or staff members. Bid pricing is to exclude sales taxes.

The Bidder may submit a proposal for one or both of two alternate approaches to the project completion time line:

- Alternate 1) Begin work March 19, 2018, and physically complete project no later than August 17, 2018, with some project elements completed by June 1, 2018, as proposed by the contractor approximately 122 calendar days (excluding a mandatory "No Work Window" from June 1-July 8).
- Alternate 2) Begin work <u>July 9, 2018</u>, and physically complete project no later than September 28, 2018 approximately 80 calendar days.

By Order of: Confederated Tribes of the Chehalis Reservation

Oakville, WA 98568

Published: Daily Journal of Commerce - Monday, January 22, 2018

Monday, January 29, 2018

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINITIONS

- 1.1 The Bidding Documents include the Invitation to Bid, Instructions to Bidders, Request for Proposal/Bid Form, Specifications, Drawings, and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consist of the Agreement Between Confederated Tribes of the Chehalis Reservation and Contractor, the Drawings, the Specifications and all Addenda issued prior to and all modifications issued after execution of the Contract.
- 1.2 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding documents by additions, deletions, clarifications, or corrections. The contents of Addenda are issued in no particular order and therefore should be carefully and completely reviewed.
- 1.3 A Bid is a complete and properly signed proposal to do the Work, or designated portion thereof, submitted in accordance with the Bidding Documents for the sums therein stipulated.
- 1.4 The Base Bids are the sums stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids if any.
- 1.5 A Bidder is a person or entity who submits a bid.
- 1.6 The Owner is the Confederated Tribes of the Chehalis Reservation, located at:

Planning Department 6 Niederman Road Oakville, Washington 98568

1.7 In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.

ARTICLE 2 – BIDDER'S REPRESENTATIONS

- 2.1 Each Bidder, by making its Bid, represents that:
 - 2.1.1 The Bidder has read and understands the Bidding Documents and its Bid is made in accordance therewith.
 - 2.1.2 The Bidder has familiarized itself with the requirements to be performed and has correlated its observations with the requirements of the proposed Contract Documents.

- 2.1.3 Its Bid is based upon the materials, systems, and equipment required by the Bidding Documents, without exception.
- 2.1.4 The Bidder has carefully examined the Bidding Documents and Contract Documents and has satisfied itself as to the nature, location, character, quality, and quantity of the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished, all other requirements of the Contract Documents, as well as the conditions and other matters that may affect performance of the work or the cost or difficulty thereof. The failure of the Bidder fully to acquaint themselves with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the work in accordance with and for the contract sum provided for in the contract documents.

ARTICLE 3 - BIDDING DOCUMENTS

- 3.1 PDF Format Files Available January 22, 2018:
 - 3.1.1 Complete sets of the Bidding Documents will be available on the Chehalis Tribe's website: https://www.chehalistribe.org.
 - 3.1.2 Bidder shall use complete sets of Bidding Documents in preparing Bids; the Tribe assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.2 Interpretation or Correction of Bidding Documents:
 - 3.2.1 Bidders shall promptly notify the Tribe of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bidding Documents. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.
 - 3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Tribe at least seven days prior to the date for receipt of Bids.
 - 3.2.3 Any interpretation, correction, or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections, and changes.

3.3 Addenda:

- 3.3.1 Addenda will be mailed or delivered to all who are known by the Tribe to have received a complete set of Bidding Documents.
- 3.3.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

- 3.3.3 No Addenda will be issued later than three days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or including postponement of the date for receipt of Bids.
- 3.3.4 Each Bidder shall ascertain, prior to submitting its bid that it has received all Addenda issued and it shall acknowledge their receipt in its Bid.

ARTICLE 4 - BIDDING PROCEDURE

- 4.1 Form and Style of Bids:
 - 4.1.1 Bids shall be submitted on a Bid Form identical to the form included with the Bidding Documents.
 - 4.1.2 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures; in case of discrepancy between the two, the amount written in words shall govern.
 - 4.1.3 Any interlineation, alteration, or erasure must be initialed by the signer of the Bid.
 - 4.1.4 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall also give the State of Incorporation. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
 - 4.1.5 The Bid shall include in the sum stated all taxes imposed by law EXCEPT STATE AND LOCAL SALES TAX.
- 4.2 Bid Security:
 - 4.2.1 As described on RFP/Bid Form.
- 4.3 Submission of Bids:
 - 4.3.1 The Bid, and any other documents required to be submitted with the Bid, shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to:

Confederated Tribes of the Chehalis Reservation Attn: Bryan Sanders, Transportation Planner Planning Department 6 Niederman Road Oakville, WA 98568

If bid is sent by mail, envelope shall be addressed to:

Bid Title: Anderson Road Sidewalk Improvements Submitted by: Submitter's address:

If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof and addressed to:

Confederated Tribes of the Chehalis Reservation Attn: Bryan Sanders, Transportation Planner PO Box 536 Oakville, WA 98568,

- 4.3.2 The Bidder shall include one original and 6 paper copies of the bid proposal documents in the sealed submittal envelope.
- 4.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
- 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 4.3.5 Oral, telephonic, or facsimile Bids are invalid and will not receive consideration.
- 4.4 Modification or Withdrawal of Bids:
 - 4.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder during a thirty day period following the time and date designated for the receipt of Bids and each Bidder so agrees in submitting its Bid.
 - 4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids and it shall be so worded as not to reveal the amount of the original Bid.
 - 4.4.3 Withdrawn Bids may be re-submitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

ARTICLE 5 - CONSIDERATION OF BIDS

- 5.1 Opening of Bids:
 - 5.1.1 Bids will be opened privately by the owner and reviewed by the selection committee.
- 5.2 Rejection of Bids:
 - 5.2.1 The Tribe shall have the right to reject any/or all Bids for any reason or for no reason, to reject a Bid not accompanied by data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

- 5.3 Acceptance of Bid (Award):
 - 5.3.1 The Tribe intends (but is not bound) to award a Contract to the highest scored responsible Bidder, as assessed by a selection committee described in the Invitation to Bid (Spec. Sec. 00 11 13), provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Tribe has the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in its judgment, is in its own best interests.
 - 5.3.2 Preference should be given to hiring Indian subcontractors and labor.
 - 5.3.3 The Tribe reserves the right to limit the award of the bid based on funds available to all or any combination of base bids.

ARTICLE 6 - POST BID INFORMATION

- 6.1 Submittals:
 - 6.1.1 The Bidders shall submit in a timely manner all information required by the Contract Documents.

ARTICLE 7 - FORM OF AGREEMENT BETWEEN THE OWNER AND CONTRACTOR

- 7.1 Form to be Used:
 - 7.1.1 The Agreement for the Work will be written on the form included with the Bidding Documents.

ARTICLE 8 – SUPPLEMENTARY INSTRUCTIONS

- 8.1 Contract Time: See Section 1-08.5, Time for Completion.
- 8.2 Non Discrimination: The Bidder shall fully comply with all applicable tribal, federal, state, and local laws, regulations, and ordinances pertaining to nondiscrimination, equal employment, and affirmative action.
- 8.3 Liquidated Damages: None.

BIDDER'S CHECKLIST

The Bidder's attention is called to the following forms which must be executed in full as required and submitted (as a sealed bid) at the time of bid opening:

PROPOSALS

Proposals must consist of the following information in the order indicated below:

- 1. Form A Bid Proposal.
- 2. Form B Project Approach and Schedule.
- 3. Form C Bidder's Construction Experience.
- 4. Form D Safety Plan.
- 5. Form E Indian Preference: Proof of enrollment in a federally recognized Indian Tribe, if applicable.
- 6. Form F Bonding (5%).
- 7. Form G Non-Collusion Declaration.
- 8. Form H Signature Page.

FAILURE TO COMPLETE AND SUBMIT THE ABOVE ITEMS MAY BE CAUSE FOR THE TRIBE TO CONSIDER THE BID IRREGULAR AND BE REJECTED.

The following forms are to be executed after the Award:

- 1. Contract: To be executed by the successful bidder and the Tribe.
- Contract Bond (Performance and Payment Bond).
- 3. Insurance Certificates.
- 4. Labor and Industry Forms.

PROPOSAL REQUIREMENTS

Proposals must consist of the following information in the order indicated below:

- 1. Form A Bid Proposal.
- 2. Form B Project Approach and Schedule.
- 3. Form C Bidder's Construction Experience.
- 4. Form D Safety Plan.
- 5. Form E Indian Preference: Proof of enrollment in a federally recognized Indian Tribe, if applicable.
- 6. Form F Bonding (5%).
- 7. Form G Non-Collusion Declaration.
- 8. Form H Signature Page.

EVALUATION CRITERIA

Upon receipt, the Chehalis Tribe will evaluate each proposal based on the criteria located on the following page.

Proposal Evaluation Criteria

Bid Proposal (Form A): Total Bid amount will be scored on a sliding scale based on rank of individual bidders and range of variation in bid amounts.	40 Points
The Bid Proposal must clearly designate which alternate (Alternate 1, Alternate 2, or submit two separately completed forms for both alternates) the Bidder is submitting on. If the Bidder submits on both alternates, the Tribe will review and score each alternate independently.	
Where an Indian-owned economic enterprise whose Indian ownership consists of the Chehalis Tribe or enrolled Chehalis tribal member(s) submits a bid for a contract, preference for that Indian-owned economic enterprise shall be exercised over other bidders in the following manner: 10% reduction in the bid prices for Chehalis Indian-owned economic enterprises that exceed the lowest price of another qualified bidder by no more than 10% of that other bidder's bid price applied for the purpose of scoring in this evaluation section.	
Project Approach and Schedule (Form B): Project approach must demonstrate that the Bidder understands the work involved, has coordinated with any subcontractors, coordinated with the illumination contractor, and has accounted for material availability.	30 Points
The Bidder must clearly designate which alternate (Alternate 1, Alternate 2, or submit two separately completed forms for both alternates) the Bidder is submitting on. If the Bidder submits on both alternates, the Tribe will review and score each alternate independently. Project Approach and Schedule will be evaluated to assess the Bidder's ability to complete the project in accordance with the designated alternate.	
Bidder's Construction Experience (Form C): Form must be completed in its entirety; do not leave anything blank. Proposal will be evaluated on how thoroughly questions are answered and the level of experience the Bidder has in projects of similar scope.	5 Points
Safety Plan (Form D): The Bidder shall submit a Safety Plan in accordance with Title 11.10 Construction Safety of the Chehalis Tribal Code. Additionally the Safety Plan shall address project specific work elements.	15 Points
Indian Preference (Form E): Preference will be given to qualified proposals where Contractor and/or any subcontractors are members of federally recognized Indian tribes. To be considered for Indian Preference, you must submit proof of enrollment in a federally recognized Indian tribe.	10 Points
Bonding (Form F): Proposals are required to provide a 5% bid bond in order to be considered a responsive bid proposal.	Pass/Fail
Non-Collusion Declaration (Form G): Proposals are required to include the Non-Collusion Declaration in order to be considered a responsive bid proposal.	Pass/Fail
Signature Page (Form H): Proposals are required to include the Signature Page in order to be considered a responsive bid proposal.	Pass/Fail
TOTAL POINTS:	100 Points

Bidder:		
Project A	Approach Alternate:	

FORM A: BID PROPOSAL

ANDERSON ROAD SIDEWALK IMPROVEMENTS

NOTE: Unit prices for all items, all extensions, and the total amount bid must be shown. All entries must be typed or entered in ink.

	SCHEDULE A – Shoulder/Trail Improvements					
Item No.	Spec. Section	Description	Quantity	Unit	Unit Price	Total Amount
A1	1-04	Minor Change	1	FA	\$5,000.00	\$5,000.00
A2	1-05	Record Drawings (Minimum Bid \$500)	1	LS	\$	\$
А3	1-05	Roadway Surveying	1	LS	\$	\$
A4	1-07	SPCC Plan	1	LS	\$	\$
A5	1-09	Mobilization	1	LS	\$	\$
A6	1-10	Project Temporary Traffic Control	1	LS	\$	\$
A7	2-01	Clearing and Grubbing	1.6	Acre	\$	\$
A8	2-02	Removal of Structures and Obstructions	1	LS	\$	\$
A9	2-03	Roadway Excavation Incl. Haul	1,560	CY	\$	\$
A10	2-03	Embankment Compaction	1,165	CY	\$	\$
A11	4-04	Crushed Surfacing Base Course	500	Ton	\$	\$
A12	7-02	Schedule A Storm Sewer Pipe 8 In. Diam.	305	LF	\$	\$
A13	8-01	Erosion/Water Pollution Control	1	FA	\$5,000.00	\$5,000.00
A14	8-01	Seeding, Fertilizing, and Mulching	0.90	Acre	\$	\$
A15	8-12	Wire Fence Type 2	718	LF	\$	\$
A16	8-14	Detectable Warning Surface	270	SF	\$	\$
A17	8-14	Cement Conc. Sidewalk	2,450	SY	\$	\$
A18	8-15	Quarry Spalls	5	Ton	\$	\$
A19	8-22	Plastic Crosswalk Line	124	SF	\$	\$
A20	8-30	Removable Bollard	15	EA	\$	\$
	TOTAL SCHEDULE A: \$					

Bidder:		
Project .	Approach Alternate:	

		SCHEDULE B -	Structi	ural		
Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount
B1	6-04	Boardwalks	LS	1	\$	\$
B2	6-06	Pedestrian Railing on Boardwalks	LF	510	\$	\$
		TOTAL	SCHE	DULE B:	\$	

BID SUMMARY

Total Schedule A – Shoulder/Trail Improvements:	\$
Total Schedule B – Structural:	\$
Total Bid Amount:	\$

Bidder:	
Project Approach Alternate:	

FORM B: PROJECT APPROACH AND SCHEDULE CONFEDERATED TRIBES OF THE CHEHALIS INDIAN RESERVATION REQUEST FOR PROPOSAL

ANDERSON ROAD SIDEWALK IMPROVEMENTS

PROJECT APPROACH

This project includes approximately 3,900 linear feet of concrete sidewalk construction, three structural walkways connected to existing box culvert structures, and will require careful traffic control.

CONSTRUCTION APPROACH

The Bidder shall provide detail on how they will address the following items:

- 1. Address subcontractor scope and coordination, including coordination with illumination contractor contracted separately.
- 2. Outline the traffic control plan, including diagram in accordance with Section 1-10, identifying how flaggers will be used and specifying signage and illumination (night traffic safety).
- Describe material and equipment staging. Attach a diagram identifying locations where
 material and equipment that is delivered or staged on-site will be located. The Tribe will
 identify some possible areas for staging at the mandatory pre-bid conference.
- 4. Present in the proposal, the coordination of items with long lead deliveries to complete project in the most time- and cost-effective manner. The project schedule will be evaluated to assess the Bidder's approach to complete the project. Project schedules must also demonstrate that the Bidder understands the work involved, has coordinated with any subcontractors and has accounted for material availability.
- 5. The Tribe anticipates the notice to proceed for this project to be March 19, 2018. There is also a "No Work window" between June 1 and July 6, 2018, to accommodate fireworks vendors that traditionally occupy areas adjacent to Anderson Road: one at Station 11+00 and one at Station 38+50.

The Tribe has also contracted separately with an illumination contractor, Travers Electric, for the installation of pedestrian/street lights in conjunction with the sidewalk work. The Contractor will be expected to coordinate with and accommodate Travers Electric; this includes accommodating the time required for Travers Electric to perform the illumination work during the execution of this sidewalk improvement project. The Contractor shall also include in the bid the costs for the construction staking and traffic control required during the illumination work by Travers Electric. Contact Ron Travers at 360-748-0059 for information.

Bidder:		
Project Ap	proach Alternate:	

The Tribe anticipates the project can be completed in accordance with one of the following options as it relates to time for completion.

Project Approach Alternate 1

Some project elements shall be completed by June 1, 2018, as proposed by the Contractor. The project will be suspended during a "No Work Window" from June 1 through July 8, 2018. The balance of project will be completed from July 9 to no later than August 31, 2018. Approximate duration to complete the project work elements is 122 calendar days, excluding the "No Work Window."

During the suspension, the contactor will be responsible to provide safe and full access to all existing driveways, including the designated fireworks vendor areas: one adjacent to Station 11+00 and one at Station 38+50. The Bidder shall propose what project elements will be completed prior to June 1, 2018. The Bidder shall explain in writing its approach for this time for completion option and clearly show on the preliminary project schedule its approach to safely accomplishing the work within the required timelines.

Project Approach Alternate 2

All physical work will be accomplished beginning July 9, 2018, and physically completed no later than September 28, 2018, approximately 80 calendar days. The contractor may complete and submit shop drawings and material submittals for review and approval by the Tribe prior to the "No Work Window." The Bidder shall explain in writing and clearly show on the preliminary project schedule its approach to safely accomplishing the work within the required timelines.

Bidders may submit a proposal for either Project Approach Alternate 1 or 2, or both alternates. The Bidder shall clearly mark where designated on Form A: Bid Proposal and Form B: Project Approach and Schedule which alternate they are submitting on. If the Bidder is submitting on both alternates, they shall submit two separately completed and corresponding Form A and Form B. The Tribe will review and score each alternate independently.

PROJECT SCHEDULE

Include a preliminary Type A progress schedule for the project, by activity, in accordance with Section 1-08.3 (2)A, of the WSDOT Standard Specifications indicating when each activity will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables. The schedule must include all construction activities and provide adequate detail to establish an acceptable and realistic construction duration and sequence to complete the project.

FORM C: BIDDER'S CONSTRUCTION EXPERIENCE

NOTE: All questions must be answered and the data given must be clear and comprehensive. If necessary, include separate sheets.

- 6.1. How many years has your organization been in business as a Contractor?
- 6.2. How many years has your organization been in business under this present business name?
- 6.3. Under what other or former names has your organization operated?
- 6.4. If your organization is a corporation, answer the following:
 - Date of incorporation:
 - State of incorporation:
 - Presidents name:
- 6.5. If your organization is a partnership, answer the following:
 - Date of organization:
 - Type of partnership (if applicable):
 - Names of general partner:
- 6.6. If your organization is individually owned, answer the following:
 - Date of organization:
 - Name of owner:
- 6.7. Describe the general character of work performed by your company.
- 6.8. On a separate sheet, list major construction contracts your organization has in progress, giving the name of the project, owner, contract amount, percent complete, and scheduled completion date.
- 6.9. Have you ever failed to complete any work awarded to you? If so, why and where?

6.10.	Have you ever defaulted on a Contract? If yes, provide details on separate sheet.
6.11.	List projects of similar scope completed by your company. Include the approximate cost for each, the client, and the month and year completed.
6.12.	List the major equipment available for this contract.
6.13.	On a separate sheet, list jobs completed that are of similar type and magnitude to this project, include: project name, description of work performed, completion date, client name, reference phone number, and dollar value.
6.14.	State the average annual amount of construction work performed during the past five years.
6.15.	Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Tribe?
6.16.	List all claims and litigations for similar projects performed during the past 5 years
6.17.	Name of Organization:
	Signature:
	Printed Name:
	Title:
	Date:

FORM D: SAFETY PLAN

CONFEDERATED TRIBES OF THE CHEHALIS INDIAN RESERVATION REQUEST FOR PROPOSAL

ANDERSON ROAD SIDEWALK IMPROVEMENTS

The Bidder shall submit a project-specific Safety Plan in accordance with Title 11.10 Construction Safety of the Chehalis Tribal Code, available at:

http://www.codepublishing.com/WA/ChehalisTribe/#!/ChehalisTribe11/ChehalisTribe1110. html#11.10

The Safety Plan must describe how site-specific construction safety will be ensured in the following areas:

- Personal protective equipment.
- Worksite housekeeping.
- Employee training.
- Fall protection.
- Emergency response/accidents/injury response including investigations and reporting.
- Fire protection.
- Hand and power tools.
- Heavy equipment/vehicles.
- Material handling and storage.
- Confined space.

Describe your policy for employee safety, including all subcontractors, and how you handle non-compliance with on-site safety. List all employees, including subcontractors, that have completed safety training such as:

- First aid/CPR/blood borne pathogens.
- Heavy equipment operator.
- Hazardous waste operations and emergency response (HAZWOPER).

Additionally the Safety Plan shall address the following project specific work elements:

- 1. Approach to constructing the structural boardwalks over the box culverts.
- 2. Approach to constructing sidewalk adjacent to the public right-of-way.
- 3. Spill Prevention, Control, and Countermeasures Plan (SPCC Plan).

The Bidder's SPCC shall be in accordance with Section 1-07.15(1) of the WSDOT Standard Specifications.

FORM E: INDIAN PREFERENCE

CONFEDERATED TRIBES OF THE CHEHALIS INDIAN RESERVATION

REQUEST FOR PROPOSAL

ANDERSON ROAD SIDEWALK IMPROVEMENTS

Preference will be given to qualified applicants who are members of federally recognized Indian tribes. To be considered for Indian Preference, you must submit proof of enrollment in a federally recognized Indian tribe.

Additionally, preference will be given if a subcontractor(s) is identified and proof of enrollment in a federally recognized Indian tribe is submitted.

RFP-23

January 2018 Form E: Indian Preference

FORM F: BONDING

CONFEDERATED TRIBES OF THE CHEHALIS INDIAN RESERVATION REQUEST FOR PROPOSAL

ANDERSON ROAD SIDEWALK IMPROVEMENTS

BID BOND

A Bid Bond in the amount of 5% of the bid Price must accompany each bid. Bid bonds must be written by a qualified company licensed to do business in the State of Washington. The Chehalis Tribe will return all checks and bonds submitted by unsuccessful bidders, and will return the successful bidder's check or bond when they enter into a contract with the Chehalis Tribe

CONTRACT BOND

(This is provided as information on what will be required of the successful bidder upon entering into a contract with the Chehalis Tribe.)

Bidders are not required to submit a Contract Bond as part of the RFP review process.

The successful bidder will be required to furnish a Performance Bond and Payment Bond written by a company licensed to do business in Washington in an amount equal to one hundred percent (100%) of the contract amount.

A performance and payment bond is a surety bond furnished by the Contractor and the Contractor's surety that guarantees performance of the Work and payment to laborers, mechanics, subcontractors, and material suppliers. The Contract Bond is intended to provide protection to the Tribe for the Contractor's obligations with respect to construction and post construction phases of the Project.

FORM G: NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report bid rigging activities, call 1-800-424-9071.

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

The hotline is part of the 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 as confidential and caller anonymity will be respected.

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FORM H: SIGNATURE PAGE

The undersigned hereby certifies that he/she has examined the location of: ***Anderson Road Sidewalk Improvements Project*** and has read and thoroughly understands the plans, specifications, and contract governing the work in this improvement. The undersigned is deemed to have acknowledged all requirements and signed all certificates contained herein. The undersigned proposes to undertake and complete the work in this improvement

ADDENDA ACKNOWLEDGEMENT

Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

Addendum <u>No.</u>	Addendum Receipt Date	Signed Acknowledgement
1.		
2.		
3.		
4.		
NOTE: Failur Propo		da may be considered as an irregularity in the
Bidder		Date
Contractor's Unifie	d Business Identifier (UBI) No.	
Contractor's Licens	se No.	
Contractor's DUNS	S No.	
Contractor's DOR	State Excise Tax Reg. No.	
Ву:		
Authorized (Official	
Address:		

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Amendments to the Standard Specifications

1 INTRO.AP1

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2018 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

1-02.AP1

Section 1-02, Bid Procedures and Conditions

January 2, 2018

1-02.4(1) General

This section is supplemented with the following:

Prospective Bidders are advised that the Contracting Agency may include a partially completed Washington State Department of Ecology (Ecology) Transfer of Coverage (Ecology Form ECY 020-87a) for the Construction Stormwater General Permit (CSWGP) as part of the Bid Documents. When the Contracting Agency requires the transfer of coverage of the CSWGP to the Contractor, an informational copy of the Transfer of Coverage and the associated CSWGP will be included in the appendices. As a condition of Section 1-03.3, the Contractor is required to complete sections I, III, and VIII of the Transfer of Coverage and return the form to the Contracting Agency.

The Contracting Agency is responsible for compliance with the CSWGP until the end of day that the Contract is executed. Beginning on the day after the Contract is executed, the Contractor shall assume complete legal responsibility for compliance with the CSWGP and full implementation of all conditions of the CSWGP as they apply to the Contract Work.

1-02.6 Preparation of Proposal

Item number 1 of the second paragraph is revised to read:

1. A unit price for each item (omitting digits more than two places to the right of the decimal point),

The following new paragraph is inserted before the last paragraph:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form (WSDOT Form 272-009). Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

1 1-03.AP1

Section 1-03, Award and Execution of Contract

January 2, 2018

1-03.3 Execution of Contract

The first paragraph is revised to read:

Within 20 calendar days after the Award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided, and shall be registered as a contractor in the state of Washington.

1-03.5 Failure to Execute Contract

The first sentence is revised to read:

Failure to return the insurance certification and bond with the signed Contract as required in Section 1-03.3, or failure to provide Disadvantaged, Minority or Women's Business Enterprise information if required in the Contract, or failure or refusal to sign the Contract, or failure to register as a contractor in the state of Washington, or failure to return the completed Transfer of Coverage for the Construction Stormwater General Permit to the Contracting Agency when provided shall result in forfeiture of the proposal bond or deposit of this Bidder.

1-06.AP1

Section 1-06, Control of Material

January 2, 2018

1-06.1(3) Aggregate Source Approval (ASA) Database

This section is supplemented with the following:

Regardless of status of the source, whether listed or not listed in the ASA database the source owner may be asked to provide testing results for toxicity in accordance with Section 9-03.21(1).

1-06.2(2)D Quality Level Analysis

'

This section is supplemented with the following new subsection:

1-06.2(2)D5 Quality Level Calculation - HMA Compaction

The procedures for determining the quality level and pay factor for HMA compaction are as follows:

1. Determine the arithmetic mean, X_m , for compaction of the lot:

$$X_m = \frac{\sum x}{n}$$

Where:

x = individual compaction test values for each sublot in the lot.

 $\sum x =$ summation of individual compaction test values

n = total number test values

$$S = \left\lceil \frac{n \sum x^2 - \left(\sum x\right)^2}{n(n-1)} \right\rceil^{\frac{1}{2}}$$

Where:

 $\sum x^2$ = summation of the squares of individual compaction test values $(\sum x)^2$ = summation of the individual compaction test values squared

3. Compute the lower quality index (Q_L):

$$Q_L = \frac{X_m - LSL}{S}$$

Where:

LSL = 91.5

- 4. Determine P_L (the percent within the lower Specification limit which corresponds to a given Q_L) from Table 1. For negative values of Q_L , P_L is equal to 100 minus the table P_L . If the value of Q_L does not correspond exactly to a figure in the table, use the next higher value.
- 5. Determine the quality level (the total percent within Specification limits):

Quality Level = PL

- 6. Using the quality level from step 5, determine the composite pay factor (CPF) from Table 2.
- 7. If the CPF determined from step 6 is 1.00 or greater: use that CPF for the compaction lot; however, the maximum HMA compaction CPF using an LSL = 91.5 shall be 1.05.
- 8. If the CPF from step 6 is not 1.00 or greater: repeat steps 3 through 6 using an LSL = 91.0. The value thus determined shall be the HMA compaction CPF for that lot; however, the maximum HMA compaction CPF using an LSL = 91.00 shall be 1.00.

1-06.2(2)D4 Quality Level Calculation 1 2 The first paragraph (excluding the numbered list) is revised to read: 3 4 The procedures for determining the quality level and pay factors for a material, other 5 than HMA compaction, are as follows: 6 7 1-07.AP1 Section 1-07, Legal Relations and Responsibilities to the Public 8 9 **January 2, 2018** 10 1-07.5(3) State Department of Ecology 11 This section is supplemented with the following: 12 13 When a violation of the CSWGP occurs, immediately notify the Engineer and fill out 14 WSDOT Form 422-011, Contractor ECAP Report, and submit the form to the 15 Engineer within 48 hours of the violation. 16 17 10. Once Physical Completion has been given, prepare a Notice of Termination 18 (Ecology Form ECY 020-87) and submit the Notice of Termination electronically to 19 the Engineer in a PDF format a minimum of 7 calendar days prior to submitting the 20 Notice of Termination to Ecology. 21 22 11. Transfer the CSWGP coverage to the Contracting Agency when Physical 23 Completion has been given and the Engineer has determined that the project site is 24 not stabilized from erosion. 25 26 12. Submit copies of all correspondence with Ecology electronically to the Engineer in 27 a PDF format within four calendar days. 28 29 1-07.7(1) General 30 The first sentence of the third paragraph is revised to read: 31 32 When the Contractor moves equipment or materials on or over Structures, culverts or 33 pipes, the Contractor may operate equipment with only the load-limit restrictions in 34 Section 1-07.7(2). 35 36 The first sentence of the last paragraph is revised to read: 37 38 Unit prices shall cover all costs for operating over Structures, culverts and pipes. 39 40 1-07.9(2) Posting Notices 41 The second sentence of the first paragraph (up until the colon) is revised to read: 42 43 The Contractor shall ensure the most current edition of the following are posted: 44 45 In items 1 through 10, the revision dates are deleted.

1-07.11(2) Contractual Requirements

In this section, "creed" is revised to read "religion".

Item numbers 1 through 9 are revised to read 2 through 10, respectively.

Revised: 1/11/18

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b. Conduct that is considered to be hazing.

c. Jokes about race, gender, or sexuality that are offensive.

d. Unwelcome, unwanted, rude or offensive conduct or advances of a sexual nature which interferes with a person's ability to perform their job or creates an intimidating, hostile, or offensive work environment.

e. Language or conduct that is offensive, threatening, intimidating or hostile based on race, gender, or sexual orientation.

f. Repeating rumors about individuals in the Work Site that are considered to be harassing or harmful to the individual's reputation.

1-07.11(5) Sanctions

This section is supplemented with the following:

Immediately upon the Engineer's request, the Contractor shall remove from the Work site any employee engaging in behaviors that promote harassment, humiliation, fear or intimidation including but not limited to those described in these specifications.

1-07.11(6) Incorporation of Provisions

The first sentence is revised to read:

The Contractor shall include the provisions of Section 1-07.11(2) Contractual Requirements (1) through (5) and the Section 1-07.11(5) Sanctions in every subcontract including procurement of materials and leases of equipment.

1-07.18 Public Liability and Property Damage Insurance

Item number 1 is supplemented with the following new sentence:

This policy shall be kept in force from the execution date of the Contract until the Physical Completion Date.

1-08.AP1

Section 1-08, Prosecution and Progress

January 2, 2018

1-08.5 Time for Completion

Item number 2 of the sixth paragraph is supplemented with the following:

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

AMENDMENTS TO THE 2018 STANDARD SPECIFICATIONS BOOK Revised: 1/11/18

Ecology. This requirement will not apply if the Construction Stormwater General 1 2 Permit is transferred back to the Contracting Agency in accordance with Section 8-3 01.3(16). 4 5 1-08.7 Maintenance During Suspension 6 The fifth paragraph is revised to read: 7 8 The Contractor shall protect and maintain all other Work in areas not used by traffic. All 9 costs associated with protecting and maintaining such Work shall be the responsibility 10 of the Contractor. 11 12 2-09.AP2 Section 2-09, Structure Excavation 13 **January 2, 2018** 14 2-09.3(3)D Shoring and Cofferdams 15 The first sentence of the sixth paragraph is revised to read: 16 17 18 Structural shoring and cofferdams shall be designed for conditions stated in this Section 19 using methods shown in Division I Section 5 of the AASHTO Standard Specifications for 20 Highway Bridges Seventeenth Edition – 2002 for allowable stress design, or the 21 AASHTO LRFD Bridge Design Specifications for load and resistance factor design. 22 5-04.AP5

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24 Section 5-04, Hot Mix Asphalt

25 **January 2, 2018**

5-04.1 Description

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

The manufacture of HMA may include additives or processes that reduce the optimum mixing temperature (Warm Mix Asphalt) or serve as a compaction aid in accordance with these Specifications.

5-04.2 Materials

The reference to "Warm Mix Asphalt Additive" is revised to read "HMA Additive".

5-04.2(1) How to Get an HMA Mix Design on the QPL

The last bullet in the first paragraph is revised to read:

Do not include HMA additives that reduce the optimum mixing temperature or serve as a compaction aid when developing a mix design or submitting a mix design for QPL evaluation. The use of HMA additives is not part of the process for obtaining approval for listing a mix design on the QPL. Refer to Section 5-04.2(2)B.

In the table, "WSDOT Standard Practice QC-8" is revised to read "WSDOT Standard Practice QC-8 located in the WSDOT Materials Manual M 46-01".

5-04.2(1)C Mix Design Resubmittal for QPL Approval

Item number 3 of the first paragraph is revised to read:

3. Changes in modifiers used in the asphalt binder.

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

This section, including title, is revised to read:

5-04.2(2)B Using HMA Additives

 The Contractor may, at the Contractor's discretion, 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 in accordance with Section 5-04.3(6) in the production of High RAP/Any RAS mixtures.

• Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3(3)A Mixing Plant

In item number 5 of the first paragraph, "WSDOT T 168" is revised to read "FOP for AASHTO T 168".

5-04.3(4) Preparation of Existing Paved Surfaces

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

Unless otherwise approved by the Engineer, use cationic emulsified asphalt CSS-1, CSS-1h, or Performance Graded (PG) asphalt for tack coat.

5-04.3(6) Mixing

 The first paragraph is revised to read:

 The asphalt supplier shall introduce recycling agent and anti-stripping additive, in the amount designated on the QPL for the mix design, into the asphalt binder prior to shipment to the asphalt mixing plant.

The seventh paragraph is revised to read:

Upon discharge from the mixer, ensure that the temperature of the HMA does not exceed the optimum mixing temperature shown on the approved Mix Design Report by more than 25°F, or as approved by the Engineer. When an additive is included in the manufacture of HMA, do not heat the additive (at any stage of production including in binder storage tanks) to a temperature higher than the maximum recommended by the manufacturer of the additive.

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

 The following new paragraph is inserted after the first paragraph:

 The Contracting Agency's combined aggregate bulk specific gravity (Gsb) blend as shown on the HMA Mix Design will be used for VMA calculations until the Contractor submits a written request for a Gsb test. The new Gsb will be used in the VMA

calculations for HMA from the date the Engineer receives the written request for a Gsb retest. The Contractor may request aggregate specific gravity (Gsb) testing be performed by the Contracting Agency twice per project. The Gsb blend of the combined stockpiles will be used to calculate voids in mineral aggregate (VMA) of any HMA produced after the new Gsb is determined.

5-04.3(9)A1 Test Section – When Required, When to Stop

The following new row is inserted after the second row in Table 9:

VMA	Minimum PF _i of 0.95	None ⁴
	based on the criteria in	
	Section 5-04.3(9)B4 ²	

5-04.3(9)A2 Test Section – Evaluating the HMA Mixture in a Test Section In Table 9a, the test property "Gradation, Asphalt Binder, and V_a " is revised to read "Gradation, Asphalt Binder, VMA, and V_a "

5-04.3(9)B3 Mixture Statistical Evaluation – Acceptance Testing In Table 11, "V_a" is revised to read "VMA and V_a"

5-04.3(9)B5 Mixture Statistical Evaluation – Composite Pay Factors (CPF) The following new row is inserted above the last row in Table 12:

Voids in Mineral Aggregate	2
(VMA)	

5-04.3(9)B7 Mixture Statistical Evaluation – Retests

The second to last sentence is revised to read:

The sample will be tested for a complete gradation analysis, asphalt binder content, VMA and Va, and the results of the retest will be used for the acceptance of the HMA mixture in place of the original mixture sublot sample test results.

5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots The bulleted item in the fourth paragraph is revised to read:

 For a compaction lot in progress with a compaction CPF less than 0.75 using an LSL = 91.0, a new compaction lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.

5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing In the table, "WSDOT FOP for AASHTO T 355" is revised to read "FOP for AASHTO T 355".

5-04.3(10)C3 HMA Statistical Compaction – Price Adjustments In the first paragraph, "WSDOT FOP for AASHTO T 355" is revised to read "FOP for AASHTO T 355".

5-04.3(10)C3 HMA Statistical Compaction - Price Adjustments

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

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For each HMA compaction lot (that is accepted by Statistical Evaluation) which does not meet the criteria in the preceding paragraph, the compaction lot shall be evaluated in accordance with Section 1-06.2(2)D5 to determine the appropriate Composite Pay Factor (CPF).

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The last two paragraphs are revised to read:

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Determine the Compaction Price Adjustment (CPA) from the table below, selecting the equation for CPA that corresponds to the value of CPF determined above.

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Calculating HMA Compaction Price Adjustment (CPA)		
Value of CPF	Equation for Calculating CPA	
When CPF > 1.00	CPA = [0.80 x (CPF – 1.00)] x Q x UP	
When CPF = 1.00	CPA = \$0	
When CPF < 1.0	CPA = [0.40 x (CPF – 1.00)] x Q x UP	

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Where

CPA = Compaction Price Adjustment for the compaction lot (\$)

CPF = Composite Pay Factor for the compaction lot (maximum is 1.05)

Q = Quantity in the compaction lot (tons)

UP = Unit price of the HMA in the compaction lot (\$/ton)

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6-01.AP6

22 Section 6-01, General Requirements for Structures

23 **January 2, 2018**

6-01.10 Utilities Supported by or Attached to Bridges

In the third paragraph, "Federal Standard 595" is revised to read "SAE AMS Standard 595".

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6-01.12 Final Cleanup

28 The second paragraph is deleted.

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30 6-02.AP6

31 Section 6-02, Concrete Structures

32 **January 2, 2018**

6-02.3(2)A Contractor Mix Design

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

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For all other concrete, air content shall be a minimum of 4.5 percent and a maximum of 7.5 percent for all concrete placed above the finished ground line unless noted otherwise.

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6-02.3(2)A1 Contractor Mix Design for Concrete Class 4000D

Item number 5 of the first paragraph is deleted.

Item number 6 of the first paragraph (after the preceding Amendment is applied) is renumbered to 5.

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6-02.3(4)D Temperature and Time For Placement

The following is inserted after the first sentence of the first paragraph:

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The upper temperature limit for placement for Class 4000D concrete may be increased to a maximum of 80°F if allowed by the Engineer.

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6-02.3(6)A1 Hot Weather Protection

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The first paragraph is revised to read:

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The Contractor shall provide concrete within the specified temperature limits. Cooling of the coarse aggregate piles by sprinkling with water is permitted provided the moisture content is monitored, the mixing water is adjusted for the free water in the aggregate and the coarse aggregate is removed from at least 1 foot above the bottom of the pile. Sprinkling of fine aggregate piles with water is not allowed. Refrigerating mixing water or replacing all or part of the mixing water with crushed ice is permitted, provided the ice is completely melted by placing time.

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

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These surfaces include forms, reinforcing steel, steel beam flanges, and any others that touch the concrete.

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6-02.3(10)D5 Bridge Deck Concrete Finishing and Texturing

In the third subparagraph of the first paragraph, the last sentence is revised to read:

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The Contractor shall texture the bridge deck surface to within 3-inches minimum and 24-inches maximum of the edge of concrete at expansion joints, within 1-foot minimum and 2-feet maximum of the curb line, and within 3-inches minimum and 9-inches maximum of the perimeter of bridge drain assemblies.

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6-02.3(13)A Strip Seal Expansion Joint System

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In item number 3 of the third paragraph, "Federal Standard 595" is revised to read "SAE AMS Standard 595".

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6-02.3(24)C Placing and Fastening

39 40 41 The fourth sentence of the second paragraph is revised to read:

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All epoxy-coated bars in the top mat of the bridge deck shall be tied at all intersections, however they may be tied at alternate intersections when spacing is less than 1 foot in each direction and they are supported by continuous supports meeting all other requirements of supports for epoxy-coated bars.

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The sixth paragraph (excluding the numbered list) is revised to read:

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Precast concrete supports (or other accepted devices) shall be used to maintain the concrete coverage required by the Plans. The precast concrete supports shall:

1 Item number 2 of the sixth paragraph is revised to read: 2 3

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2. Have a compressive strength equal to or greater than that of the concrete in which they are embedded.

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

In slabs, each precast concrete support shall have either: (1) a grooved top that will hold the reinforcing bar in place, or (2) an embedded wire that protrudes and is tied to the reinforcing steel.

The eighth paragraph is revised to read:

Precast concrete supports may be accepted based on a Manufacturer's Certificate of Compliance.

The ninth paragraph (excluding the numbered list) is revised to read:

In lieu of precast concrete supports, the Contractor may use metal or all-plastic supports to hold uncoated bars. Any surface of a metal support that will not be covered by at least ½ inch of concrete shall be one of the following:

The tenth paragraph is revised to read:

In lieu of precast concrete supports, epoxy-coated reinforcing bars may be supported by one of the following:

- 1. Metal supports coated entirely with a dielectric material such as epoxy or plastic,
- 2. Other epoxy-coated reinforcing bars, or
- 3. All-plastic supports.

The following new paragraph is inserted after the tenth paragraph:

Damaged coatings on metal bar supports shall be repaired prior to placing concrete.

The twelfth paragraph (after the preceding Amendment is applied) is revised to read:

All-plastic supports shall be lightweight, non-porous, and chemically inert in concrete. All-plastic supports shall have rounded seatings, shall not deform under load during normal temperatures, and shall not shatter or crack under impact loading in cold weather. All-plastic supports shall be placed at spacings greater than 1 foot along the bar and shall have at least 25 percent of their gross place area perforated to compensate for the difference in the coefficient of thermal expansion between plastic and concrete. The shape and configuration of all-plastic supports shall permit complete concrete consolidation in and around the support.

Revised: 1/11/18

The thirteenth paragraph (after the preceding Amendment is applied) is revised to read:

A "mat" is two adjacent and perpendicular layers of reinforcing steel. In bridge decks, top and bottom mats shall be supported adequately enough to hold both in their proper positions. If bar supports directly support, or are directly supported on No. 4 bars, they shall be spaced at not more than 3-foot intervals (or not more than 4-foot intervals for bars No. 5 and larger). Wire ties to girder stirrups shall not be considered as supports. To provide a rigid mat, the Contractor shall add other supports and tie wires to the top mat as needed.

6-02.3(28)D Contractors Control Strength

In the first paragraph, "WSDOT FOP for AASHTO T 23" is revised to read "FOP for AASHTO T 23".

- 16 6-05.AP6
- 17 Section 6-05, Piling
- **January 2, 2018**

6-05.3(9)A Pile Driving Equipment Approval

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

For prestressed concrete piles, the allowable driving stress in kips per square inch shall be $0.095 \cdot \sqrt{f'_c}$ plus prestress in tension, and $0.85f'_c$ minus prestress in compression, where f'_c is the concrete compressive strength in kips per square inch.

- 26 6-07.AP6
- 27 Section 6-07, Painting
- **January 2, 2018**

6-07.3(6)A Paint Containers

In item number 2 of the first paragraph, "Federal Standard 595" is revised to read "SAE AMS Standard 595".

- 33 6-08.AP6
- 34 Section 6-08, Bituminous Surfacing on Structure Decks
- **January 2, 2018**

36 6-08.3(7)A Concrete Deck Preparation

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

The Contractor, with the Engineer, shall inspect the exposed concrete deck to establish the extent of bridge deck repair in accordance with Section 6-09.3(6).

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6-09.3 Construction Requirements

This section is supplemented with the following new subsection:

6-09.3(15) Sealing and Texturing Concrete Overlay

After the requirements for checking for bond have been met, all joints and visible cracks shall be filled and sealed with a high molecular weight methacrylate resin (HMWM). The Contractor may use compressed air to accelerate drying of the deck surface for crack identification and sealing. Cracks 1/16 inch and greater in width shall receive two applications of HMWM. Immediately following the application of HMWM, the wetted surface shall be coated with sand for abrasive finish.

After all cracks have been filled and sealed and the HMWM resin has cured, the concrete overlay surface shall receive a longitudinally sawn texture in accordance with Section 6-02.3(10)D5.

Traffic shall not be permitted on the finished concrete until it has reached a minimum compressive strength of 3,000 psi as verified by rebound number determined in accordance with ASTM C805 and the longitudinally sawn texture is completed.

6-09.3(1)B Rotary Milling Machines

This section is revised to read:

Rotary milling machines used to remove an upper layer of existing concrete overlay, when present, shall have a maximum operating weight of 50,000 pounds and conform to Section 6-08.3(5)B.

6-09.3(1)C Hydro-Demolition Machines

The first sentence of this section is revised to read:

Hydro-demolition machines shall consist of filtering and pumping units operating in conjunction with a remote-controlled robotic device, using high-velocity water jets to remove sound concrete to the nominal scarification depth shown in the Plans with a single pass of the machine, and with the simultaneous removal of deteriorated concrete.

6-09.3(1)D Shot Blasting Machines

This section, including title, is revised to read:

6-09.3(1)D Vacant

6-09.3(2) Submittals

Item number 1 and 2 are revised to read:

- A Type 1 Working Drawing consisting of catalog cuts and operating parameters of the hydro-demolition machine selected by the Contractor for use in this project to scarify concrete surfaces.
- A Type 1 Working Drawing consisting of catalog cuts, operating parameters, axle loads, and axle spacing of the rotary milling machine (if used to remove an upper layer of existing concrete overlay when present).

Revised: 1/11/18

The first sentence of item number 3 is revised to read:

A Type 2 Working Drawing of the Runoff Water Disposal Plan.

6-09.3(5)A General

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

 All areas of the deck that are inaccessible to the selected scarifying machine shall be scarified to remove the concrete surface matrix to a maximum nominal scarification depth shown in the Plans by a method acceptable to the Engineer.

This section is supplemented with the following:

Concrete process water generated by scarifying concrete surface and removing existing concrete overlay operations shall be contained, collected, and disposed of in accordance with Section 5-01.3(11) and Section 6-09.3(5)C, and the Section 6-09.3(2) Runoff Water Disposal Plan.

6-09.3(5)B Testing of Hydro-Demolition and Shot Blasting Machines

This section's title is revised to read:

Testing of Hydro-Demolition Machines

The second paragraph is revised to read:

In the "sound" area of concrete, the equipment shall be programmed to remove concrete to the nominal scarification depth shown in the Plans with a single pass of the machine.

6-09.3(5)D Shot Blasting

This section, including title, is revised to read:

6-09.3(5)D Vacant

6-09.3(5)E Rotomilling

 This section, including title, is revised to read:

6-09.3(5)E Removing Existing Concrete Overlay Layer by Rotomilling

 When the Contractor elects to remove the upper layer of existing concrete overlay, when present, by rotomilling prior to final scarifying, the entire concrete surface of the bridge deck shall be milled to remove the surface matrix to the depth specified in the Plans with a tolerance as specified in Section 6-08.3(5)B. The operating parameters of the rotary milling machine shall be monitored in order to prevent the unnecessary removal of concrete below the specified removal depth.

6-09.3(6) Further Deck Preparation

 The first paragraph is revised to read::

Once the lane or strip being overlaid has been cleaned of debris from scarifying, the Contractor, with the Engineer, shall perform a visual inspection of the scarified surface.

1 The Contractor shall mark those areas of the existing bridge deck that are authorized by 2 the Engineer for further deck preparation by the Contractor. 3 4 Item number 4 of the second paragraph is deleted. 5 6 The first sentence of the third paragraph is deleted. 7 8 6-09.3(6)A Equipment for Further Deck Preparation 9 This section is revised to read: 10 11 Further deck preparation shall be performed using either power driven hand tools 12 conforming to Section 6-09.3(1)A, or hydro-demolition machines conforming to Section 13 6-09.3(1)C. 14 15 6-09.3(6)B Deck Repair Preparation 16 The second paragraph is deleted. 17 18 19 revised to read:

The last sentence of the second paragraph (after the preceding Amendment is applied) is

In no case shall the depth of a sawn vertical cut exceed 3/4 inch or to the top of the top steel reinforcing bars, whichever is less.

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

Where existing steel reinforcing bars inside deck repair areas show deterioration greater than 20-percent section loss, the Contractor shall furnish and place steel reinforcing bars alongside the deteriorated bars in accordance with the details shown in the Standard Plans.

The last paragraph is deleted.

6-09.3(7) Surface Preparation for Concrete Overlay

The first seven paragraphs are deleted and replaced with the following:

Following the completion of any required further deck preparation the entire lane or strip being overlaid shall be cleaned to be free from oil and grease, rust and other foreign material that may still be present. These materials shall be removed by detergentcleaning or other method accepted by the Engineer followed by sandblasting.

After detergent cleaning and sandblasting is completed, the entire lane or strip being overlaid shall be swept clean in final preparation for placing concrete using either compressed air or vacuum machines.

Hand tool chipping, sandblasting and cleaning in areas adjacent to a lane or strip being cleaned in final preparation for placing concrete shall be discontinued when final preparation is begun. Scarifying and hand tool chipping shall remain suspended until the concrete has been placed and the requirement for curing time has been satisfied. Sandblasting and cleaning shall remain suspended for the first 24 hours of curing time after the completion of concrete placing.

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Scarification, and removal of the upper layer of concrete overlay when present, may proceed during the final cleaning and overlay placement phases of the Work on adjacent portions of the Structure so long as the scarification and concrete overlay removal operations are confined to areas which are a minimum of 100 feet away from the defined limits of the final cleaning or overlay placement in progress. If the scarification and concrete overlay removal impedes or interferes in any way with the final cleaning or overlay placement as determined by the Engineer, the scarification and concrete overlay removal Work shall be terminated immediately and the scarification and concrete overlay removal equipment removed sufficiently away from the area being prepared or overlaid to eliminate the conflict. If the grade is such that water and contaminants from the scarification and concrete overlay removal operation will flow into the area being prepared or overlaid, the scarification and concrete overlay removal operation shall be terminated and shall remain suspended for the first 24 hours of curing time after the completion of concrete placement.

6-09.3(12) Finishing Concrete Overlay

The third paragraph is deleted.

The last paragraph is deleted.

6-09.3(13) Curing Concrete Overlay

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

As the finishing operation progresses, the concrete shall be immediately covered with a single layer of clean, new or used, wet burlap.

The last sentence of the second paragraph is deleted.

The following two new paragraphs are inserted after the second paragraph:

As an alternative to the application of burlap and fog spraying described above, the Contractor may propose a curing system using proprietary curing blankets specifically manufactured for bridge deck curing. The Contractor shall submit a Type 2 Working Drawing consisting of details of the proprietary curing blanket system, including product literature and details of how the system is to be installed and maintained.

The wet curing regimen as described shall remain in place for a minimum of 42-hours.

The last paragraph is deleted.

6-09.3(14) Checking for Bond

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

After the requirements for curing have been met, the entire overlaid surface shall be sounded by the Contractor, in a manner accepted by and in the presence of the Engineer, to ensure total bond of the concrete to the bridge deck.

The last sentence of the first paragraph is deleted.

The second paragraph is deleted.

1 2 3	6-18.AP6 Section 6-18, Shotcrete Facing January 2, 2018
4 5 6	6-18.3(3) Testing In the last sentence of the first paragraph, "AASHTO T 24" is revised to read "ASTM C1604".
7 8 9	6-18.3(3)B Production Testing In the last sentence, "AASHTO T 24" is revised to read "ASTM C1604".
10 11 12 13	6-18.3(4) Qualifications of Contractor's Personnel In the last sentence of the second paragraph, "AASHTO T 24" is revised to read "ASTM C1604".
14 15 16	6-19.AP6 Section 6-19, Shafts January 2, 2018
17 18 19 20	6-19.3(3)C Conduct of Shaft Casing Installation and Removal and Shaft Excavation Operations The first paragraph is supplemented with the following:
21 22 23	In no case shall shaft excavation and casing placement extend below the bottom of shaft excavation as shown in the Plans.
24 25 26	6-19.3(6)E Thermal Wire and Thermal Access Point (TAPS) The third sentence of the third paragraph is revised to read:
27 28 29	The thermal wire shall extend from the bottom of the reinforcement cage to the top of the shaft, with a minimum of 5-feet of slack wire provided above the top of shaft.
30 31	The following new sentence is inserted after the third sentence of the third paragraph:
32 33	All thermal wires in a shaft shall be equal lengths.
34 35 36	7-02.AP7 Section 7-02, Culverts January 2, 2018
37 38 39	7-02.3(6)A4 Excavation and Bedding Preparation The first sentence of the third paragraph is revised to read:
40 41 42	The bedding course shall be a 6-inch minimum thickness layer of culvert bedding material, defined as granular material either conforming to Section 9-03.12(3) or to AASHTO Grading No. 57 as specified in Section 9-03.1(4)C.

1 8-01.AP8

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Section 8-01, Erosion Control and Water Pollution Control

3 **January 11, 2018**

8-01.1 Description

This section is revised to read:

This Work consists of furnishing, installing, maintaining, removing and disposing of best management practices (BMPs), as defined in the Washington Administrative Code (WAC) 173-201A, to manage erosion and water quality in accordance with these Specifications and as shown in the Plans or as designated by the Engineer.

The Contracting Agency may have a National Pollution Discharge Elimination System Construction Stormwater General Permit (CSWGP) as identified in the Contract Special Provisions. The Contracting Agency may or may not transfer coverage of the CSWGP to the Contractor when a CSWGP has been obtained. The Contracting Agency may not have a CSWGP for the project but may have another water quality related permit as identified in the Contract Special Provisions or the Contracting Agency may not have water quality related permits but the project is subject to applicable laws for the Work. Section 8-01 covers all of these conditions.

8-01.2 Materials

The first paragraph is revised to read:

Materials shall meet the requirements of the following sections:

Corrugated Polyethylene Drain Pipe 9.05.1(6) **Quarry Spalls** 9-13 9-14 **Erosion Control and Roadside Planting** Construction Geotextile 9-33

8-01.3(1) General

This section is revised to read:

Adaptive management shall be employed throughout the duration of the project for the implementation of erosion and water pollution control permit requirements for the current condition of the project site. The adaptive management includes the selection and utilization of BMPs, scheduling of activities, prohibiting unacceptable practices, implementing maintenance procedures, and other managerial practices that when used singularly or in combination, prevent or reduce the release of pollutants to waters of the State. The adaptive management shall use the means and methods identified in this section and means and methods identified in the Washington State Department of Transportation's Temporary Erosion and Sediment Control Manual or the Washington State Department of Ecology's Stormwater Management Manuals for construction stormwater.

The Contractor shall install a high visibility fence along the site preservation lines shown in the Plans or as instructed by the Engineer.

Throughout the life of the project, the Contractor shall preserve and protect the delineated preservation area, acting immediately to repair or restore any fencing damaged or removed.

Revised: 1/11/18

All discharges to surface waters shall comply with surface water quality standards as defined in Washington Administrative Code (WAC) Chapter 173-201A. All discharges to the ground shall comply with groundwater quality standards WAC Chapter 173-200.

The Contractor shall comply with the CSWGP when the project is covered by the CSWGP. Temporary Work, at a minimum, shall include the implementation of:

- Sediment control measures prior to ground disturbing activities to ensure all discharges from construction areas receive treatment prior to discharging from the site.
- 2. Flow control measures to prevent erosive flows from developing.
- Water management strategies and pollution prevention measures to prevent contamination of waters that will be discharged to surface waters or the ground.
- 4. Erosion control measures to stabilize erodible earth not being worked.
- 5. Maintenance of BMPs to ensure continued compliant performance.
- 6. Immediate corrective action if evidence suggests construction activity is not in compliance. Evidence includes sampling data, olfactory or visual evidence such as the presence of suspended sediment, turbidity, discoloration, or oil sheen in discharges.

To the degree possible, the Contractor shall coordinate this temporary Work with permanent drainage and erosion control Work the Contract requires.

Clearing, grubbing, excavation, borrow, or fill within the Right of Way shall never expose more erodible earth than as listed below:

Western Washington		
(West of the Cascade		
Mountain Crest)		
May 1 through	17 Acres	
September 30	17 Acres	
October 1		
through April	5 Acres	
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Eastern Washington (East of the Cascade Mountain Crest)		
April 1 through October 31	17 Acres	
November 1 through March 31	5 Acres	

The Engineer may increase or decrease the limits based on project conditions.

Erodible earth is defined as any surface where soils, grindings, or other materials may be capable of being displaced and transported by rain, wind, or surface water runoff.

Erodible earth not being worked, whether at final grade or not, shall be covered within the specified time period (see the table below), using BMPs for erosion control.

Western Washington (West of the Cascade Mountain Crest)		
October 1 through April 30	2 days maximum	
May 1 to September 30	7 days maximum	

Eastern Washington (East of the Cascade Mountain Crest)		
October 1 through June 30	5 days maximum	
November 1 through March 31	10 days maximum	

When applicable, the Contractor shall be responsible for all Work required for compliance with the CSWGP including annual permit fees.

If the Engineer, under Section 1-08.6, orders the Work suspended, the Contractor shall continue to comply with this division during the suspension.

Nothing in this Section shall relieve the Contractor from complying with other Contract requirements.

8-01.3(1)A Submittals

 This section's content is deleted.

 This section is supplemented with the following new subsection:

8-01.3(1)A1 Temporary Erosion and Sediment Control

A Temporary Erosion and Sediment Control (TESC) plan consists of a narrative section and plan sheets that meets the Washington State Department of Ecology's Stormwater Pollution Prevention Plan (SWPPP) requirement in the CSWGP. Abbreviated TESC plans are used on small projects that disturb soil and have the potential to discharge but are not covered by the CSWGP. The contract uses the term "TESC plan" to describe both TESC plans and abbreviated TESC plans. When the Contracting Agency has developed a TESC plan for a Contract, the narrative is included in the appendix to the Special Provisions and the TESC plan sheets are included in the Contract Plans. The Contracting Agency TESC plan will not include off-site areas used to directly support construction activity.

The Contractor shall either adopt the TESC Plan in the Contract or develop a new TESC Plan. If the Contractor adopts the Contracting Agency TESC Plan, the Contractor shall modify the TESC Plan to meet the Contractor's schedule, method of construction, and to include off-site areas that will be used to directly support construction activity such as equipment staging yards, material storage areas, or borrow areas. Contractor TESC Plans shall include all high visibility fence delineation shown on the Contracting Agency Contract Plans. All TESC Plans shall meet the requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109 and be adaptively managed as needed throughout construction based on site inspections and discharge samples to maintain compliance with the CSWGP. The Contractor shall develop a schedule for implementation of the TESC work and incorporate it into the Contractor's progress schedule.

The Contractor shall submit their TESC Plan (either the adopted plan or new plan) and implementation schedule as Type 2 Working Drawings. At the request of the Engineer, updated TESC Plans shall be submitted as Type 1 Working Drawings.

8-01.3(1)B Erosion and Sediment Control (ESC) Lead

This section is revised to read:

The Contractor shall identify the ESC Lead at the preconstruction discussions and in the TESC Plan. The ESC Lead shall have, for the life of the Contract, a current Certificate of Training in Construction Site Erosion and Sediment Control from a course approved by the Washington State Department of Ecology. The ESC Lead must be onsite or on call at all times throughout construction. The ESC Lead shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The ESC Lead shall implement the TESC Plan. Implementation shall include, but is not limited to:

1. Installing, adaptively managing, and maintaining temporary erosion and sediment control BMPs to assure continued performance of their intended function. Damaged or inadequate BMPs shall be corrected immediately.

2. Updating the TESC Plan to reflect current field conditions.

3. Discharge sampling and submitting Discharge Monitoring Reports (DMRs) to the Washington State Department of Ecology in accordance with the CSWGP.

4. Develop and maintain the Site Log Book as defined in the CSWGP. When the Site Log Book or portion thereof is electronically developed, the electronic documentation must be accessible onsite. As a part of the Site Log Book, the Contractor shall develop and maintain a tracking table to show that identified TESC compliance issues are fully resolved within 10 calendar days. The table shall include the date an issue was identified, a description of how it was resolved, and the date the issue was fully resolved.

The ESC Lead shall also inspect all areas disturbed by construction activities, all on-site erosion and sediment control BMPs, and all stormwater discharge points at least once every calendar week and within 24-hours of runoff events in which stormwater discharges from the site. Inspections of temporarily stabilized, inactive sites may be reduced to once every calendar month. The Washington State Department of Ecology's Erosion and Sediment Control Site Inspection Form, located at http://www.ecy.wa.gov/programs/wq/stormwater/construction/InspectionForm.docx, shall be completed for each inspection and a copy shall be submitted to the Engineer no later than the end of the next working day following the inspection.

8-01.3(1)C Water Management

 This section is supplemented with the following new subsections:

8-01.3(1)C5 Water Management for In-Water Work Below Ordinary High Water Mark (OHWM)

Work over surface waters of the state (defined in WAC 173-201A-010) or below the OHWM (defined in RCW 90.58.030) must comply with water quality standards for surface waters of the state of Washington.

8-01.3(1)C6 Environmentally Acceptable Hydraulic Fluid

All equipment containing hydraulic fluid that operates over surface waters of the state or below the OHWM, shall be equipped with an environmentally acceptable hydraulic fluid. The fluid shall meet specific requirements for biodegradability, aquatic toxicity, and bioaccumulation in accordance with the United States Environmental Protection Agency (EPA) publication EPA800-R-11-002. Acceptance shall be in accordance with Section 1-06.3, Manufacturer's Certification of Compliance.

The designation of environmentally acceptable hydraulic fluid does not mean fluid spills are acceptable. The Contractor shall respond to spills to land or water in accordance with the Contract.

8-01.3(1)C7 Turbidity Curtain

All Work for the turbidity curtain shall be in accordance with the manufacturer's recommendations for the site conditions. Removal procedures shall be developed and used to minimize silt release and disturbance of silt. The Contractor shall submit a Type 2 Working Drawing, detailing product information, installation and removal procedures, equipment and workforce needs, maintenance plans, and emergency repair/replacement plans.

Turbidity curtain materials, installation, and maintenance shall be sufficient to comply with water quality standards.

The Contractor shall notify the Engineer 10 days in advance of removing the turbidity curtain. All components of the turbidity curtain shall be removed from the project.

8-01.3(1)C1 Disposal of Dewatering Water

When uncontaminated groundwater is encountered in an excavation on a project it may be infiltrated within vegetated areas of the right of way not designated as Sensitive Areas or incorporated into an existing stormwater conveyance system at a rate that will

not cause erosion or flooding in any receiving surface water.

Alternatively, the Contractor may pursue independent disposal and treatment alternatives that do not use the stormwater conveyance system provided it is in compliance with the applicable WACs and permits.

8-01.3(1)C2 Process Wastewater

 This section is revised to read:

This section is revised to read:

Wastewater generated on-site as a byproduct of a construction process shall not be discharged to surface waters of the State. Some sources of process wastewater may be infiltrated in accordance with the CSWGP with concurrence from the Engineer. Some sources of process wastewater may be disposed via independent disposal and treatment alternatives in compliance with the applicable WACs and permits.

8-01.3(1)C3 Shaft Drilling Slurry Wastewater

This section is revised to read:

Wastewater generated on-site during shaft drilling activity shall be managed and disposed of in accordance with the requirements below. No shaft drilling slurry wastewater shall be discharged to surface waters of the State. Neither the sediment nor liquid portions of the shaft drilling slurry wastewater shall be contaminated, as detectable by visible or olfactory indication (e.g., chemical sheen or smell).

1. Water-only shaft drilling slurry or water slurry with approved flocculants may be infiltrated on-site. Flocculants used shall meet the requirements of Section 9-14.5(1) or shall be chitosan products listed as General Use Level Designation (GULD) on the Washington State Department of Ecology's stormwater treatment technologies webpage for construction treatment. Infiltration is permitted if the following requirements are met:

a. Wastewater shall have a pH of 6.5 – 8.5 prior to discharge.

b. The amount of flocculant added to the slurry shall be kept to the minimum needed to adequately settle out solids. The flocculant shall be thoroughly mixed into the slurry.

c. The slurry removed from the shaft shall be contained in a leak proof cell or tank for a minimum of 3 hours.

d. The infiltration rate shall be reduced if needed to prevent wastewater from leaving the infiltration location. The infiltration site shall be monitored regularly during infiltration activity. All wastewater discharged to the ground shall fully infiltrate and discharges shall stop before the end of each work day.

e. Drilling spoils and settled sediments remaining in the containment cell or tank shall be disposed of in accordance with Section 6-19.3(4)F.

f. Infiltration locations shall be in upland areas at least 150 feet away from surface waters, wells, on-site sewage systems, aquifer sensitive recharge areas, sole source aquifers, well head protection areas, and shall be marked on the plan sheets before the infiltration activity begins.

g. Prior to infiltration, the Contractor shall submit a Shaft Drilling Slurry Wastewater Management and Infiltration Plan as a Type 2 Working Drawing. This Plan shall be kept on-site, adapted if needed to meet the construction requirements, and updated to reflect what is being done in the field. The Working Drawing shall include, at a minimum, the following information:

Plan sheet showing the proposed infiltration location and all surface waters, wells, on-site sewage systems, aquifer-sensitive recharge areas, sole source aquifers, and well-head protection areas within 150 feet.

- The proposed elevation of soil surface receiving the wastewater for infiltration and the anticipated phreatic surface (i.e., saturated soil).
- iii. The source of the water used to produce the slurry.
- iv. The estimated total volume of wastewater to be infiltrated.
- v. The approved flocculant to be used (if any).
- vi. The controls or methods used to prevent surface wastewater runoff from leaving the infiltration location.
- vii. The strategy for removing slurry wastewater from the shaft and containing the slurry wastewater once it has been removed from the shaft.
- viii. The strategy for monitoring infiltration activity and adapting methods to ensure compliance.
- ix. A contingency plan that can be implemented immediately if it becomes evident that the controls in place or methods being used are not adequate.
- x. The strategy for cleaning up the infiltration location after the infiltration activity is done. Cleanup shall include stabilizing any loose sediment on the surface within the infiltration area generated as a byproduct of suspended solids in the infiltrated wastewater or soil disturbance associated with BMP placement and removal.
- Shaft drilling mineral slurry, synthetic slurry, or slurry with polymer additives not approved for infiltration shall be contained and disposed of by the Contractor at an approved disposal facility in accordance with Section 2-03.3(7)C. Spoils that have come into contact with mineral slurry shall be disposed of in accordance with Section 6-19.3(4)F.

8-01.3(1)C4 Management of Off-Site Water

This section is revised to read:

Prior to clearing and grubbing, the Contractor shall intercept all sources of off-site surface water and overland flow that will run-on to the project. Off-site surface water run-on shall be diverted through or around the project in a way that does not introduce construction related pollution. It shall be diverted to its preconstruction discharge location in a manner that does not increase preconstruction flow rate and velocity and protects contiguous properties and waterways from erosion. The Contractor shall submit a Type 2 Working Drawing consisting of the method for performing this Work.

8-01.3(1)E Detention/Retention Pond Construction

This section is revised to read:

Whether permanent or temporary, ponds shall be constructed before beginning other grading and excavation Work in the area that drains into that pond. Detention/retention ponds may be constructed concurrently with grading and excavation when allowed by

the Engineer. Temporary conveyances shall be installed concurrently with grading in accordance with the TESC Plan so that newly graded areas drain to the pond as they are exposed.

8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch

In the table, the second column heading is revised to read:

Eastern Washington¹ (East of the Cascade Mountain Crest)

Footnote 1 in the table is revised to read:

Seeding may be allowed outside these dates when allowed or directed by the Engineer.

8-01.3(5) Plastic Covering

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

Erosion Control – Plastic coverings used to temporarily cover stockpiled materials, slopes or bare soils shall be installed and maintained in a way that prevents water from intruding under the plastic and prevents the plastic cover from being damaged by wind.

8-01.3(7) Stabilized Construction Entrance

The first paragraph is revised to read:

Temporary stabilized construction entrance shall be constructed in accordance with the *Standard Plans*, prior to construction vehicles entering the roadway from locations that generate sediment track out on the roadway. Material used for stabilized construction entrance shall be free of extraneous materials that may cause or contribute to track out.

8-01.3(8) Street Cleaning

 This section is revised to read:

 Self-propelled pickup street sweepers shall be used to remove and collect dirt and other debris from the Roadway. The street sweeper shall effectively collect these materials and prevent them from being washed or blown off the Roadway or into waters of the State. Street sweepers shall not generate fugitive dust and shall be designed and operated in compliance with applicable air quality standards. Material collected by the street sweeper shall be disposed of in accordance with Section 2-03.3(7)C.

When allowed by the Engineer, power broom sweepers may be used in non-environmentally sensitive areas. The broom sweeper shall sweep dirt and other debris from the roadway into the work area. The swept material shall be prevented from entering or washing into waters of the State.

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

8-01.3(12) Compost Socks

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

Compost socks are used to disperse flow and sediment. Compost socks shall be installed as soon as construction will allow but before flow conditions create erosive flows or discharges from the site. Compost socks shall be installed prior to any mulching or compost placement.

8-01.3(13) Temporary Curb

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

Temporary curbs shall be a minimum of 4 inches in height.

8-01.3(14) Temporary Pipe Slope Drain

The third and fourth paragraphs are revised to read:

The pipe fittings shall be water tight and the pipe secured to the slope with metal posts, wood stakes, sand bags, or as allowed by the Engineer.

The water shall be discharged to a stabilized conveyance, sediment trap, stormwater pond, rock splash pad, or vegetated strip, in a manner to prevent erosion and maintain water quality compliance.

The last paragraph is deleted.

8-01.3(15) Maintenance

This section is revised to read:

Erosion and sediment control BMPs shall be maintained or adaptively managed as required by the CSWGP until the Engineer determines they are no longer needed. When deficiencies in functional performance are identified, the deficiencies shall be rectified immediately.

The BMPs shall be inspected on the schedule outlined in Section 8-01.3(1)B for damage and sediment deposits. Damage to or undercutting of BMPs shall be repaired immediately.

In areas where the Contractor's activities have compromised the erosion control functions of the existing grasses, the Contractor shall overseed at no additional cost to the Contracting Agency.

The quarry spalls of construction entrances shall be refreshed, replaced, or screened to maintain voids between the spalls for collecting mud and dirt.

Unless otherwise specified, when the depth of accumulated sediment and debris reaches approximately ½ the height of the BMP the deposits shall be removed. Debris or contaminated sediment shall be disposed of in accordance with Section 2-03.3(7)C. Clean sediments may be stabilized on-site using BMPs as allowed by the Engineer.

8-01.3(16) Removal

This section is revised to read:

The Contractor shall remove all temporary BMPs, all associated hardware and associated accumulated sediment deposition from the project limits prior to Physical Completion unless otherwise allowed by the Engineer. When the temporary BMP materials are made of natural plant fibers unaltered by synthetic materials the Engineer may allow leaving the BMP in place.

The Contractor shall remove BMPs and associated hardware in a way that minimizes soil disturbance. The Contractor shall permanently stabilize all bare and disturbed soil after removal of BMPs. If the installation and use of the erosion control BMPs have compacted or otherwise rendered the soil inhospitable to plant growth, such as construction entrances, the Contractor shall take measures to rehabilitate the soil to facilitate plant growth. This may include, but is not limited to, ripping the soil, incorporating soil amendments, or seeding with the specified seed.

At the request of the Contractor and at the sole discretion of the Engineer the CSWGP may be transferred back to the Contracting Agency. Approval of the Transfer of Coverage request will require the following:

1. All other Work required for Contract Completion has been completed.

2. All Work required for compliance with the CSWGP has been completed to the maximum extent possible. This includes removal of BMPs that are no longer needed and the site has undergone all Stabilization identified for meeting the requirements of Final Stabilization in the CSWGP.

3. An Equitable Adjustment change order for the cost of Work that has not been completed by the Contractor.

 Submittal of the Washington State Department of Ecology Transfer of Coverage form (Ecology form ECY 020-87a) to the Engineer.

If the Engineer approves the transfer of coverage back to the Contracting Agency, the requirement in Section 1-07.5(3) for the Contractor's submittal of the Notice of Termination form to the Washington State Department of Ecology will not apply.

8-01.4 Measurement

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

8-01.4(1) Lump Sum Bid for Project (No Unit Items)

 When the Bid Proposal contains the item "Erosion Control and Water Pollution Prevention" there will be no measurement of unit or force account items for Work defined in Section 8-01 except as described in Sections 8-01.4(3) and 8-01.4(4). Also, except as described in Section 8-01.4(3), all of Sections 8-01.4(2) and 8-01.5(2) are deleted.

8-01.4(2) Item Bids

 When the Proposal does not contain the items "Erosion Control and Water Pollution Prevention", Section 8-01.4(1) and 8-01.5(1) are deleted and the Bid Proposal will contain some or all of the following items measured as noted.

ESC lead will be measured per day for each day that an inspection is made and a report is filed.

Biodegradable erosion control blanket and plastic covering will be measured by the square yard along the ground slope line of surface area covered and accepted.

Turbidity curtains will be measured by the linear foot along the ground line of the installed curtain.

Check dams will be measured per linear foot one time only along the ground line of the completed check dam. No additional measurement will be made for check dams that are required to be rehabilitated or replaced due to wear.

Stabilized construction entrances will be measured by the square yard by ground slope measurement for each entrance constructed.

Tire wash facilities will be measured per each for each tire wash installed.

Street cleaning will be measured by the hour for the actual time spent cleaning pavement, refilling with water, dumping and transport to and from cleaning locations within the project limits, as authorized by the Engineer. Time to mobilize the equipment to or from the project limits on which street cleaning is required will not be measured.

Inlet protections will be measured per each for each initial installation at a drainage structure.

Silt fence, gravel filter, compost berms, and wood chip berms will be measured by the linear foot along the ground line of the completed barrier.

Wattles and compost socks will be measured by the linear foot.

Temporary curbs will be measured by the linear foot along the ground line of the completed installation.

Temporary pipe slope drains will be measured by the linear foot along the flow line of the pipe.

Coir logs will be measured by the linear foot along the ground line of the completed installation.

Outlet protections will be measured per each initial installation at an outlet location.

Tackifiers will be measure by the acre by ground slope measurement.

8-01.4(3) Reinstating Unit Items with Lump Sum Erosion Control and Water Pollution Prevention

The Contract Provisions may establish the project as lump sum, in accordance with Section 8-01.4(1) and also include one or more of the items included above in Section 8-01.4(2). When that occurs, the corresponding measurement provision in Section 8-01.4(2) is not deleted and the Work under that item will be measured as specified.

8-01.4(4) Items not included with Lump Sum Erosion Control and Water Pollution Prevention

Compost blanket will be measured by the square yard by ground slope surface area covered and accepted.

Mulching will be measured by the acre by ground slope surface area covered and accepted.

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1 Seeding, fertilizing, liming, mulching, and mowing, will be measured by the acre by 2 ground slope measurement. 3 4 Seeding and fertilizing by hand will be measured by the square yard by ground slope 5 measurement. No adjustment in area size will be made for the vegetation free zone 6 around each plant. 7 8 Fencing will be measured by the linear foot along the ground line of the completed 9 fence. 10 11 8-01.5 Payment 12 This section's content is deleted and replaced with the following new subsections: 13 14 8-01.5(1) Lump Sum Bid for Project (No Unit Items) Payment will be made for the following Bid item when it is included in the Proposal: 15 16 17 "Erosion Control and Water Pollution Prevention", lump sum. 18 19 The lump sum Contract price for "Erosion Control and Water Pollution Prevention" 20 shall be full pay to perform the Work as described in Section 8-01 except for costs 21 compensated by Bid Proposal items inserted through Contract Provisions as 22 described in Section 8-01.4(2). Progress payments for the lump sum item "Erosion 23 Control and Water Pollution Prevention" will be made as follows: 24 25 The Contracting Agency will pay 15 percent of the bid amount for the 1. 26 initial set up for the item. Initial set up includes the following: 27 28 Acceptance of the TESC Plan provided by the Contracting Agency or 29 submittal of a new TESC Plan, 30 31 b. Submittal of a schedule for the installation of the BMPs, and 32 33 Identifying water quality sampling locations. 34 35 70 percent of the bid amount will be paid in accordance with Section 1-2. 36 09.9. 37 38 Once the project is physically complete and copies of the all reports 39 submitted to the Washington State Department of Ecology have been 40 submitted to the Engineer, and, if applicable, transference of the CSWGP 41 back to the Contracting Agency is complete, the remaining 15 percent of 42 the bid amount shall be paid in accordance with Section 1-09.9. 43 44 8-01.5(2) Item Bids 45 "ESC Lead", per day. 46 47 "Turbidity Curtain", per linear foot. 48 "Biodegradable Erosion Control Blanket", per square yard. 49 50 51 "Plastic Covering", per square yard.

To provide a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the Contractor's total Bid.

8-01.5(3) Reinstating Unit Items with Lump Sum Erosion Control and Water Pollution Prevention

The Contract may establish the project as lump sum, in accordance with Section 8-01.4(1) and also reinstate the measurement of one or more of the items described in Section 8-01.4(2), except for Erosion/Water Pollution Control, by force account. When that occurs, the corresponding payment provision in Section 8-01.5(2) is not deleted and the Work under that item will be paid as specified.

operations as specified to the end of first year plant establishment.

8-20.3(8) Wiring The seventeenth paragraph is supplemented with the following: Pulling tape shall meet the requirements of Section 9-29.1(10). Pull string may not be used. 8-21.AP8 Section 8-21, Permanent Signing **January 2, 2018** 8-21.3(9)F Foundations Item number 3 of the twelfth paragraph is supplemented with the following new sentence: Class 4000P concrete for roadside sign structures does not require air entrainment.

9-02.AP9

16 Section 9-02, Bituminous Materials

January 2, 2018

9-02.1 Asphalt Material, General

The second paragraph is revised to read:

The Asphalt Supplier of Performance Graded (PG) asphalt binder and emulsified asphalt shall have a Quality Control Plan (QCP) in accordance with WSDOT QC 2 "Standard Practice for Asphalt Suppliers That Certify Performance Graded and Emulsified Asphalts". The Asphalt Supplier's QCP shall be submitted and receive the acceptance of the WSDOT State Materials Laboratory. Once accepted, any change to the QCP will require a new QCP to be submitted for acceptance. The Asphalt Supplier of PG asphalt binder and emulsified asphalt shall certify through the Bill of Lading that the PG asphalt binder or emulsified asphalt meets the Specification requirements of the Contract.

9-02.1(4) Performance Graded Asphalt Binder (PGAB)

This section's title is revised to read:

Performance Graded (PG) Asphalt Binder

The first paragraph is revised to read:

 PG asphalt binder meeting the requirements of AASHTO M 332 Table 1 of the grades specified in the Contract shall be used in the production of HMA. For HMA with greater than 20 percent RAP by total weight of HMA, or any amount of RAS, the new asphalt binder, recycling agent and recovered asphalt (RAP and/or RAS) when blended in the proportions of the mix design shall meet the PG asphalt binder requirements of AASHTO M 332 Table 1 for the grade of asphalt binder specified by the Contract.

In addition to AASHTO M 332 Table 1 specification requirements, PG asphalt binders shall meet the following requirements:

		Additional Requirements by Performance Grade (PG) Asphalt Binders			
Property	Test Method	PG58H-22	PG58V-22	PG64H-28	PG64V-28
RTFO Residue: Average Percent Recovery @ 3.2 kPa	AASHTO T 350 ¹		30% Min.	25% Min.	30% Min.
¹ Specimen conditioned in accordance with AASHTO T 240 – RTFO.					

The third paragraph is revised to read:

The RTFO J_{nrdiff} and the PAV direct tension specifications of AASHTO M 332 are not required.

9-02.1(6) Cationic Emulsified Asphalt

 This section is revised to read:

 Cationic Emulsified Asphalt meeting the requirements of AASHTO M 208 Table 1 of the grades specified in the Contract shall be used.

9-02.5 Warm Mix Asphalt (WMA) Additive

This section, including title, is revised to read:

9-02.5 HMA Additive

Additives for HMA shall be approved by the Engineer.

9-03.AP9

25 Section 9-03, Aggregates

January 2, 2018

9-03.1(1) General Requirements

The second paragraph (up until the colon) is revised to read:

Aggregates for Portland Cement Concrete shall meet the following test requirements:

9-03.1(5)B Grading

In the last paragraph, "WSDOT FOP for WAQTC/AASHTO T 27/T 11" is revised to read "FOP for WAQTC/AASHTO T 27/T 11".

1 9-03.4(1) General Requirements 2 The first paragraph (up until the colon) is revised to read: 3 4 Aggregate for bituminous surface treatment shall be manufactured from ledge rock, 5 talus, or gravel, in accordance with Section 3-01. Aggregates for Bituminous Surface 6 Treatment shall meet the following test requirements: 7 8 9-03.8(1) General Requirements 9 The first paragraph (up until the colon) is revised to read: 10 11 Aggregates for Hot Mix Asphalt shall meet the following test requirements: 12 13 9-03.8(7) HMA Tolerances and Adjustments 14 In the table in item number 1, the fifth row is revised to read: 15 Asphalt binder -0.4% to 0.5% ±0.7% 16 17 In the table in item number 1, the following new row is inserted before the last row: 18 Voids in Mineral -1.5% Aggregate, VMA 19 20 9-03.9(1) Ballast 21 The second paragraph (up until the colon) is revised to read: 22 23 Aggregates for ballast shall meet the following test requirements: 24 25 9-04.AP9 26 Section 9-04, Joint and Crack Sealing Materials 27 **January 2, 2018** 28 9-04.1(2) Premolded Joint Filler for Expansion Joints 29 In this section, each reference to "AASHTO T 42" is revised to read "ASTM D 545". 30 31 9-04.2(1)A1 Hot Poured Sealant for Cement Concrete Pavement 32 This section is supplemented with the following: 33 34 Hot poured sealant for cement concrete pavement is acceptable for installations in joints 35 where cement concrete pavement abuts a bituminous pavement. 36 37 9-04.2(1)A2 Hot Poured Sealant for Bituminous Pavement 38 This section is supplemented with the following: 39 40 Hot poured sealant for bituminous pavement is acceptable for installations in joints

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where cement concrete pavement abuts a bituminous pavement.

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1 9-06.AP9

Section 9-06, Structural Steel and Related Materials

3 **January 2, 2018**

9-06.5 Bolts

This section's title is revised to read:

Bolts and Rods

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9-06.5(4) Anchor Bolts

This section, including title, is revised to read:

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9-06.5(4) Anchor Bolts and Anchor Rods

Anchor bolts and anchor rods shall meet the requirements of ASTM F1554 and, unless otherwise specified, shall be Grade 105 and shall conform to Supplemental Requirements S2, S3, and S4.

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Nuts for ASTM F1554 Grade 105 black anchor bolts and anchor rods shall conform to ASTM A563, Grade D or DH. Nuts for ASTM F1554 Grade 105 galvanized anchor bolts and anchor rods shall conform to either ASTM A563, Grade DH, or AASHTO M292, Grade 2H, and shall conform to the overtapping, lubrication, and rotational testing requirements in Section 9-06.5(3). Nuts for ASTM F1554 Grade 36 or 55 black or galvanized anchor bolts and anchor rods shall conform to ASTM A563, Grade A or DH. Washers shall conform to ASTM F436.

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The bolts and rods shall be tested by the manufacturer in accordance with the requirements of the pertinent Specification and as specified in these Specifications. Anchor bolts, anchor rods, nuts, and washers shall be inspected prior to shipping to the project site. The Contractor shall submit to the Engineer for acceptance a Manufacturer's Certificate of Compliance for the anchor bolts, anchor rods, nuts, and washers, as defined in Section 1-06.3. If the Engineer deems it appropriate, the Contractor shall provide a sample of the anchor bolt, anchor rod, nut, and washer for testing.

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All bolts, rods, nuts, and washers shall be marked and identified as required in the pertinent Specification.

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9-06.18 Metal Bridge Railing

38 39 The second sentence of the first paragraph is revised to read:

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Steel used for metal railings, when galvanized after fabrication in accordance with AASHTO M111, shall have a controlled silicon content of either 0.00 to 0.06 percent or 0.15 to 0.25 percent.

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9-08.AP9

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- Section 9-08, Paints and Related Materials
- **January 2, 2018** 46

47 9-08.1(2)K Orange Equipment Enamel

48 In the second sentence of the first paragraph, the reference to "Federal Standard 595" is 49 revised to read "SAE AMS Standard 595".

1 2 3 4 5 6 7 8	 9-08.1(8) Standard Colors In the first paragraph, the reference to "Federal Standard 595" is revised to read "SAE AMS Standard 595". 9-13.AP9 Section 9-13, Riprap, Quarry Spalls, Slope Protection, and Rock for Erosion and Scour Protection and Rock Walls January 2, 2018
9 10 11 12 13 14 15 16	 9-13.1(1) General The last paragraph is revised to read: Riprap and quarry spalls shall be free from segregation, seams, cracks, and other defects tending to destroy its resistance to weather and shall meet the following test requirements: 9-13.7(1) Rock for Rock Walls and Chinking Material
17	The first paragraph (up until the colon) is revised to read:
18 19 20 21 22	Rock for rock walls and chinking material shall be hard, sound and durable material, free from seams, cracks, and other defects tending to destroy its resistance to weather, and shall meet the following test requirements:
23 24 25	9-14.AP9 Section 9-14, Erosion Control and Roadside Planting January 2, 2018
26 27	9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs) In the second column of Table 1, "ASTM D 586" is revised to read "AASHTO T 267".
28 29	In Table 1, the second to last row is deleted.
30 31 32 33	9-20.AP9 Section 9-20, Concrete Patching Material, Grout, and Mortar January 2, 2018
34 35 36	9-20.5 Bridge Deck Repair Material Item number 3 of the first paragraph is revised to read:
37 38 39 40 41 42	 Permeability of less than 2,000 coulombs at 28-days or more in accordance with AASHTO T 277.
	9-21.AP9 Section 9-21, Raised Pavement Markers (RPM) January 2, 2018
43 44 45	9-21.2 Raised Pavement Markers Type 2 This section's content is deleted.

9-21.2(1) Physical Properties

This section, including title, is revised to read:

9-21.2(1) Standard Raised Pavement Markers Type 2

The marker housing shall contain reflective faces as shown in the Plans to reflect incident light from either a single or opposite directions and meet the requirements of ASTM D 4280 including Flexural strength requirements.

9-21.2(2) Optical Requirements

This section, including title, is revised to read:

9-21.2(2) Abrasion Resistant Raised Markers Type 2

Abrasion Resistant Raised Markers Type 2 shall comply with Section 9-21.2(1) and meet the requirements of ASTM D 4280 with the following additional requirement: The coefficient of luminous intensity of the markers shall be measured after subjecting the entire lens surface to the test described in ASTM D 4280 Section 9.5 using a sand drop apparatus. After the exposure described above, retroreflected values shall not be less than 0.5 times a nominal unblemished sample.

9-21.2(3) Strength Requirements

This section is deleted in its entirety.

9-28.AP9

Section 9-28, Signing Materials and Fabrication

January 2, 2018

9-28.11 Hardware

The last paragraph is revised to read:

All steel parts shall be galvanized in accordance with AASHTO M111. Steel bolts and related connecting hardware shall be galvanized in accordance with ASTM F 2329.

9-28.14(2) Steel Structures and Posts

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

Anchor rods for sign bridge and cantilever sign structure foundations shall conform to Section 9-06.5(4), including Supplemental Requirement S4 tested at -20°F.

In the second sentence of the fourth paragraph, "AASHTO M232" is revised to read "ASTM F 2329".

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

Except as otherwise noted, steel used for sign structures and posts shall have a controlled silicon content of either 0.00 to 0.06 percent or 0.15 to 0.25 percent.

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

If such modifications are contemplated, the Contractor shall submit a Type 2 Working Drawing of the proposed modifications.

- 1 9-29.AP9
- 2 Section 9-29, Illumination, Signal, Electrical
- 3 **January 2, 2018**

9-29.1 Conduit, Innerduct, and Outerduct

This section is supplemented with the following new subsection:

9-29.1(10) Pull Tape

Pull tape shall be pre-lubricated polyester pulling tape. The pull tape shall have a minimum width of ½-inch and a minimum tensile strength of 500 pounds. Pull tape may have measurement marks.

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9-29.2(2)A Standard Duty Cable Vaults and Pull Boxes

In the table in the last paragraph, the fourth, fifth and sixth rows are revised to read:

Slip Resistant Lid	ASTM A36 steel
Frame	ASTM A36 steel
Slip Resistant Frame	ASTM A36 steel

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9-29.6 Light and Signal Standards

In the first sentence of the third paragraph, "AASHTO M232" is revised to read "ASTM F 2329".

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Item number 2 of the last paragraph is revised to read:

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2. The steel light and signal standard fabricator's shop drawing submittal, including supporting design calculations, submitted as a Type 2E Working Drawing in accordance with Section 8-20.2(1) and the Special Provisions.

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9-29.6(1) Steel Light and Signal Standards

In the second paragraph, "AASHTO M232" is revised to read "ASTM F 2329".

27 28 29

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

30 31

Steel used for light and signal standards shall have a controlled silicon content of either 0.00 to 0.06 percent or 0.15 to 0.25 percent.

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9-29.6(5) Foundation Hardware

In the last paragraph, "AASHTO M232" is revised to read "ASTM F 2329".

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9-29.10(1) Conventional Roadway Luminaires

This section is revised to read:

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All conventional roadway luminaires shall meet 3G vibration requirements as described in ANSI C136.31.

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44 45 All luminaires shall have housings fabricated from aluminum. The housing shall be painted flat gray, SAE AMS Standard 595 color chip No. 26280, unless otherwise specified in the Contract. Painted housings shall withstand a 1,000 hour salt spray test as specified in ASTM B117.

Each housing shall include a four bolt slip-fitter mount capable of accepting a nominal 2" tenon and adjustable within +/- 5 degrees of the axis of the tenon. The clamping bracket(s) and the cap screws shall not bottom out on the housing bosses when adjusted within the +/- 5 degree range. No part of the slipfitter mounting brackets on the luminaires shall develop a permanent set in excess of 0.2 inch when the cap screws used for mounting are tightened to a torque of 32 foot-pounds. Each luminaire shall include leveling reference points for both transverse and longitudinal adjustment.

All luminaires shall include shorting caps when shipped. The caps shall be removed and provided to the Contracting Agency when an alternate control device is required to be installed in the photocell socket. House side shields shall be included when required by the Contract. Order codes shall be modified to the minimum extent necessary to include the option for house side shields.

This section is supplemented with the following new subsections:

9-29.10(1)A High Pressure Sodium (HPS) Conventional Roadway Luminaires HPS conventional roadway luminaires shall meet the following requirements:

- 1. General shape shall be "cobrahead" style, with flat glass lens and full cutoff optics.
- 2. Light pattern distribution shall be IES Type III.
- The reflector of all luminaires shall be of a snap-in design or secured with screws. The reflector shall be polished aluminum or prismatic borosilicate glass.
- 4. Flat lenses shall be formed from heat resistant, high-impact, molded borosilicate or tempered glass.
- 5. The lens shall be mounted in a doorframe assembly, which shall be hinged to the luminaire and secured in the closed position to the luminaire by means of an automatic latch. The lens and doorframe assembly, when closed, shall exert pressure against a gasket seat. The lens shall not allow any light output above 90 degrees nadir. Gaskets shall be composed of material capable of withstanding the temperatures involved and shall be securely held in place.
- 6. The ballast shall be mounted on a separate exterior door, which shall be hinged to the luminaire and secured in the closed position to the luminaire housing by means of an automatic type of latch (a combination hex/slot stainless steel screw fastener may supplement the automatic-type latch).
- 7. Each luminaire shall be capable of accepting a 150, 200, 250, 310, or 400 watt lamp complete and associated ballast. Lamps shall mount horizontally.

9-29.10(1)B Light Emitting Diode (LED) Conventional Roadway Luminaires LED Conventional Roadway Luminaires are divided into classes based on their equivalent High Pressure Sodium (HPS) luminaires. Current classes are 200W, 250W, 310W, and 400W. LED luminaires are required to be pre-approved in order to verify their photometric output. To be considered for pre-approval, LED luminaires must meet the requirements of this section.

LED luminaires shall include a removable access door, with tool-less entry, for access to electronic components and the terminal block. The access door shall be removable, but include positive retention such that it can hang freely without disconnecting from the luminaire housing. LED drivers may be mounted either to the interior of the luminaire housing or to the removable door itself.

LED drivers shall be removable for user replacement. All internal modular components shall be connected by means of mechanical plug and socket type quick disconnects. Wire nuts may not be used for any purpose. All external electrical connections to the luminaire shall be made through the terminal block.

LED luminaires shall include a 7-pin NEMA photocell receptacle. The LED driver(s) shall be dimmable from ten volts to zero volts. LED output shall have a Correlated Color Temperature (CCT) of 4000K nominal (4000-4300K) and a Color Rendering Index (CRI) of 70 or greater. LED output shall be a minimum of 85% at 75,000 hours at 25 degrees Celsius.

LED luminaires shall be available for 120V, 240V, and 480V supply voltages. Voltages refer to the supply voltages to the luminaires present in the field. LED power usage shall not exceed the following maximum values for the applicable wattage class:

Class	Max. Wattage	
200W	110W	
250W	165W	
310W	210W	
400W	275W	

Only one brand of LED conventional roadway luminaire may be used on a Contract. They do not necessarily have to be the same brand as any high-mast, underdeck, or wall-mount luminaires when those types of luminaires are specified in the Contract. LED luminaires shall include a standard 10 year manufacturer warranty.

The list of pre-approved LED Conventional Roadway Luminaires is available at http://www.wsdot.wa.gov/Design/Traffic/ledluminaires.htm.

9-29.10(2) Decorative Luminaires

This section, including title, is revised to read:

9-29.10(2) Vacant

9-29.12 Electrical Splice Materials

This section is supplemented with the following new subsections:

9-29.12(3) Splice Enclosures

9-29.12(3)A Heat Shrink Splice Enclosure

Heat shrink splice enclosures shall be medium or heavy wall cross-linked polyolefin, meeting the requirements of AMS-DTL-23053/15, with thermoplastic adhesive sealant. Heat shrink splices used for "wye" connections require rubber electrical mastic tape.

9-29.12(3)B Molded Splice Enclosure

Molded splice enclosures shall use epoxy resin in a clear rigid plastic mold. The material used shall be compatible with the insulation material of the insulated conductor or cable. The component materials of the resin insulation shall be packaged ready for convenient mixing without removing from the package.

9-29.12(4) Re-Enterable Splice Enclosure

Re-enterable splice enclosures shall use either dielectric grease or a flexible resin contained in a two-piece plastic mold. The mold shall either snap together or use stainless steel hose clamps.

9-29.12(5) Vinyl Electrical Tape for Splices

Vinyl electrical tape in splicing applications shall meet the requirements of MIL-I-24391C.

9-29.12(1) Illumination Circuit Splices

This section is revised to read:

Underground illumination circuit splices shall be solderless crimped connections capable of securely joining the wires, both mechanically and electrically, as defined in Section 8-20.3(8). Aerial illumination splices shall be solderless crimp connectors or split bolt vice-type connectors.

9-29.12(1)A Heat Shrink Splice Enclosure

This section is deleted in its entirety.

9-29.12(1)B Molded Splice Enclosure

This section is deleted in its entirety.

9-29.12(2) Traffic Signal Splice Material

This section is revised to read:

Induction loop splices and magnetometer splices shall use an uninsulated barrel-type crimped connector capable of being soldered.

9-29.16(2)E Painting Signal Heads

In the first sentence, "Federal Standard 595" is revised to read "SAE AMS Standard 595".

9-29.17 Signal Head Mounting Brackets and Fittings

In the first paragraph, item number 2 under **Stainless Steel** is revised to read:

2. Bands or cables for Type N mount.

9-29.20 Pedestrian Signals

In item 2C of the second paragraph, "Federal Standard 595" is revised to read "SAE AMS Standard 595".

2 Section 9-34, Pavement Marking Material

3 **January 2, 2018**

9-34.2(2) Color

Each reference to "Federal Standard 595" is revised to read "SAE AMS Standard 595".

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9-34.2(5) Low VOC Waterborne Paint

The heading "Standard Waterborne Paint" is supplemented with "Type 1 and 2".

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The heading "High-Build Waterborne Paint" is supplemented with "Type 4".

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The heading "Cold Weather Waterborne Paint" is supplemented with "Type 5".

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In the row beginning with "° @90°F", each minimum value is revised to read "60".

15 16

In the row beginning with "Fineness of Grind, (Hegman Scale)", each minimum value is revised to read "3".

17 18

The last four rows are replaced with the following:

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Vehicle	ASTM D	100% acrylic	100% cross-	100% acrylic
Composition	2621	emulsion	linking acrylic⁴	emulsion
Freeze-Thaw	ASTM D	@ 5 cycles show	@ 5 cycles show	@ 3 cycles show
Stability, KU	2243 and	no coagulation	no coagulation	no coagulation
	D 562	or change in	or change in	or change in
		viscosity greater	viscosity greater	viscosity greater
		than ± 10 KU	than ± 10 KU	than ± 10 KU
Heat Stability	ASTM D	± 10 KU from the	± 10 KU from the	± 10 KU from the
	562 ²	initial viscosity	initial viscosity	initial Viscosity
Low	ASTM D	No Cracks*		No Cracks
Temperature	2805 ³			
Film Formation				
Cold Flexibility ⁵	ASTM	Pass at 0.5 in		
	D522	mandrel*		
Test Deck	ASTM	≥70% paint		
Durability ⁶	D913	retention in		
		wheel track*		
Mud Cracking	(See note 7)	No Cracks	No Cracks	

Semi-Durable Waterborne Paint Type 3				
Wh	White		llow	
Min.	Max.	Min.	Max.	
Within	± 0.3 of qu	alification	sample	
80	95	80	95	
60		60		
77		77		
	65		65	
43		43		
	1.25		1.25	
3		3		
0.98		0.96		
88		50		
100°		100°		
9.5		9.5		
	10		10	
100% acrylic emulsion				
@ 5 cycles show no coagulation or				
change in viscosity greater than ± 10 KU				
± 10 KU from the initial viscosity				
No Cracks				
Pass at 0.25 in mandrel				
≥70% paint retention in wheel track				
No Cracks				

The footnotes are supplemented with the following:

⁴Cross-linking acrylic shall meet the requirements of federal specification TT-P-1952F Section 3.1.1.

⁵Cold Flexibility: The paint shall be applied to an aluminum panel at a wet film thickness of 15 mils and allowed to dry under ambient conditions (50±10% RH and 72±5 °F) for 24 hours. A cylindrical mandrel apparatus (in accordance with ASTM D522 method B) shall be put in a 40°F refrigerator when the paint is drawn down After 24 hours, the aluminum panel with dry paint shall be put in the 40°F refrigerator with the mandrel apparatus for 2 hours. After 2 hours, the panel and test apparatus shall be removed and immediately tested to according to ASTM D522 to evaluate cold flexibility. Paint must show no evidence of cracking, chipping or flaking when bent 180 degrees over a mandrel bar of specified diameter.

⁶NTPEP test deck, or a test deck conforming to ASTM D713, shall be conducted for a minimum of six months with the following additional requirements: it shall be applied at 15 wet mils to a test deck that is located at 40N latitude or higher with at least 10,000 ADT and which was applied during the months of September through November.

⁷Paint is applied to an approximately 4"x12" aluminum panel using a drawdown bar with a 50 mil gap. The coated panel is allowed to dry under ambient conditions (50±10% RH and 72±5 °F) for 24 hours. Visual evaluation of the dry film shall reveal no cracks.

In the first sentence of the last paragraph, "Federal Standard 595" is revised to read "SAE AMS Standard 595".

9-34.3(2) Type B – Pre-Formed Fused Thermoplastic

In the last two paragraphs, each reference to "Federal Standard 595" is revised to read "SAE AMS Standard 595".

9-34.7(1) Requirements

 The first paragraph is revised to read:

Field performance evaluation is required for low VOC solvent-based paint per Section 9-34.2(4), Type A – liquid hot applied thermoplastic per Section 9-34.3(1), Type B – preformed fused thermoplastic per Section 9-34.3(2), Type C – cold applied preformed tape per Section 9-34.3(3), and Type D – liquid applied methyl methacrylate per Section 9-34.3(4).

The last paragraph is deleted.

9-34.7(1)C Auto No-Track Time

The first paragraph is revised to read:

Auto No-Track Time will only be required for low VOC solvent-based paint in accordance with Section 9-34.2(4).

The second and third sentences of the second paragraph are deleted.



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, 20***18 *** 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:

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

(******)
Revised General Special Provisions and project-specific Special Provisions are designated by "(******)".

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DIVISION 1

GENERAL REQUIREMENTS

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 4, 2016 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

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

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

All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for "Contract".

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

Add the following new section:

(******) 1-02.1(1) Supplemental Qualifications Criteria

New Section

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(2), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in the Bid Documents for the Anderson Road Sidewalk Improvements, Section 00 11 13 – Invitation to Bid, Form C – Bidder's Construction Experience, Form B – Project Approach and Schedule, Form D – Safety Plan.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution	
Reduced plans (11"x 17")	3	Furnished automatically upon award.	
Contract Provisions	6	Furnished automatically upon award.	
Large plans (e.g., 22" x 34")	3	Furnished only upon request.	

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

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

1-02.4(1) General

(August 15, 2016 APWA GSP Option A)

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, must request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.6 Preparation of Proposal

(June 20, 2017 APWA GSP)

Supplement the second paragraph with the following:

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

Delete the fourth paragraph and replace it with the following:

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

has made in the Bidder's completed Underutilized Disadvantaged Business Enterprise Utilization Certification. WSDOT Form 422 031U (Underutilized Disadvantaged Business Enterprise Written Confirmation Document) is to be used for this purpose. Bidder must submit good faith effort documentation with the Underutilized Disadvantaged Business Enterprise Utilization Certification only in the event the bidder's efforts to solicit sufficient UDBE participation have been unsuccessful. Directions for delivery of the Underutilized Disadvantaged Business Enterprise Written Confirmation Documents and Underutilized Disadvantaged Business Enterprise Good Faith Effort documentation are included in Section 1-02.9

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

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

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

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

(*****)

Supplement Section 1-02.6 with the following:

Bidder shall submit Proposal in accordance with the Legal Documents of these Specifications (pages RFP-1 through RFP-29).

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)
Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

1-02.9 Delivery of Proposal

Delete this section and replace it with the following:

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

1-02.13 Irregular Proposals

(June 20, 2017 APWA GSP)

Delete this section and replace it with the following:

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

- k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- I. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
- 2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

This section is deleted in its entirety and replaced with the following:

(*****)

Rejection of Bids

The Tribe shall have the right to reject any/or all Bids for any reason or for no reason, to reject a Bid not accompanied by data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

1-02.15 Pre-Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

- 1. A complete statement of the origin, composition, and manufacture of any or all materials to be used.
- 2. Samples of these materials for quality and fitness tests,
- 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
- 4. A breakdown of costs assigned to any bid item,
- 5. Attendance at a conference with the Engineer or representatives of the Engineer,

- 6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
- 7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

Within ****10 **** calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the Contract Documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of *** 30 *** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(*****)

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

- 1. <u>Be on a form approved by the Contractor's Surety and approved by the Contracting Agency;</u>
- 2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
- 3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
- 4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
 - Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
- 5. <u>Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and</u>
- 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

1-04 SCOPE OF THE WORK

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

(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

- 1. Addenda,
- 2. Proposal Form,
- Special Provisions,
- Contract Plans,
- Amendments to the Standard Specifications,
- Standard Specifications,
- 7. Contracting Agency's Standard Plans or Details (if any), and
- 8. <u>WSDOT</u> Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

1-04.4(2) Value Engineering Change Proposal (VECP)

Section 1-04.4(2) is deleted in its entirety.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations From Plans and Stakes

Supplement this section with the following:

(August 7, 2017 WSDOT GSP, Option 2)

Contractor Surveying - Roadway

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

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

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

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

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

The survey work shall include but not be limited to the following:

- Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
- 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and Pls) and at points on the alignments spaced no further than 50 feet.
- 3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
- 4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor
- 5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
- 6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
- 7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
- 8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.

- 9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
- 10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control, and descriptions of two additional primary control points for every additional three miles of project length. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Contracting Agency will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes Subgrade grade stakes set	±0.10 feet	±0.10 feet
0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on roadway Alignment on roadway Surfacing grade stakes	N/A N/A ±0.01 feet	±0.1 feet ±0.04 feet ±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor.

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

Payment

Payment will be made for the following bid item when included in the proposal:

"Roadway Surveying", lump sum.

The lump sum contract price for "Roadway Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

Bridge and Structure Surveys

(July 23, 2015 APWA GSP, Option 2)

For all structural work such as bridges and retaining walls, the Contractor shall retain as a part of Contractor's organization an experienced team of surveyors.

The Contractor shall provide all surveys required to complete the structure, except the following primary survey control which will be provided by the Engineer:

- 1. Centerline or offsets to centerline of the structure.
- 2. Stations of abutments and pier centerlines.
- 3. A sufficient number of bench marks for levels to enable the Contractor to set grades at reasonably short distances.
- 4. Monuments and control points as shown in the Plans.

The Contractor shall establish all secondary survey controls, both horizontal and vertical, as necessary to assure proper placement of all project elements based on the primary control points provided by the Engineer. Survey work shall be within the following tolerances:

Stationing ± 0.01 foot

Alignment ± 0.01 foot (between successive points)

Superstructure Elevations ± 0.01 foot (from plan elevations) Substructure Elevations ± 0.05 foot (from plan elevations)

During the progress of the work, the Contractor shall make available to the Engineer all field books including survey information, footing elevations, cross sections and quantities.

The Contractor shall be fully responsible for the close coordination of field locations and measurements with appropriate dimensions of structural members being fabricated.

(*****)

All costs to comply with this section and for the surveying specified in this section are included in the bid item "Roadway Surveying", lump sum.

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

Supplement this section with the following:

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

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

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

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

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

1-05.8 Vacant

Section 1-05.8, including title, is replaced with the following:

1-05.8 Coordination with Other Work

(*****)

The Tribe has also contracted separately with an illumination contractor, Travers Electric, for the installation of pedestrian/street lights in conjunction with the sidewalk work. The Contractor will be expected to coordinate with and accommodate Travers Electric; this includes accommodating the time required for Travers Electric to perform the illumination work during the execution of this sidewalk improvement project. The Contractor shall also include in the bid the costs for the construction staking and traffic control required during the illumination work by Travers Electric. Contact Ron Travers at 360-748-0059 for information.

1-05.11 Final Inspection (******)

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

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

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

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

1-05.13 Superintendents, Labor, and Equipment of Contractor (August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)
Revise the second paragraph to read:

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

Add the following new section:

1-05.16 Water and Power (October 1. 2005 APWA GSP)

New Section

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

Add the following new section:

1-05.18 Record Drawings

(March 8, 2013 APWA GSP)

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

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

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

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

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

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

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

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

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
- Additions Red
- Deletions Green
- Comments Blue
- Dimensions Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

Record Drawings	Lump Sum
(Minimum Bid \$ *** 500 ***)	

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

1-06 CONTROL OF MATERIAL

Section 1-06 is supplemented with the following:

Buy America

(August 6, 2012 WSDOT GSP, Option 1A)

In accordance with Buy America requirements contained in 23 CFR 635.410, the major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or \$2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

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

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

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

The following are considered to be steel manufacturing processes:

- 1. Production of steel by any of the following processes:
 - a. Open hearth furnace.
 - b. Basic oxygen.
 - c. Electric furnace.
 - d. Direct reduction.

- 2. Rolling, heat treating, and any other similar processing.
- 3. Fabrication of the products.
 - a. Spinning wire into cable or strand.
 - b. Corrugating and rolling into culverts.
 - c. Shop fabrication.

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes

(*****)

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

The Chehalis Tribe is exempt from Washington State Sales and Business and Occupation Tax for services or items delivered on the Reservation (RCW 82.08.0254 and WAC 458-20-192). In the event that work is performed and services provided outside the Reservation boundaries, the Contractor remains liable for all applicable local, state, and federal taxes.

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

(*****)

The Contractor is responsible to obtain and pay for the following required permit/licenses from the Chehalis Tribe:

- 2. Chehalis Tribe Business License (if Contractor does not already have one) \$50

1-07.11 REQUIREMENTS FOR NONDISCRIMINATION

Section 1-07.11 is supplemented with the following:

(August 5, 2013 WSDOT GSP, Option 1)

Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

- 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
- 2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

Women - Statewide

<u>Timetable</u>	Goal
Until further notice	6.9%
Minorities - by Standard Metropolitan Statistical Area (SMSA)	
Spokane, WA:	
SMSA Counties:	
Spokane, WA	2.8
WA Spokane.	

Non-SMSA Counties WA Adams; WA Asotin; WA Columbia; WA Ferry WA Pend Oreille; WA Stevens; WA Whitman.	3.0 r; WA Garfield; WA Lincoln
Richland, WA SMSA Counties:	
Richland Kennewick, WA WA Benton; WA Franklin.	5.4
Non-SMSA Counties WA Walla Walla.	3.6
Yakima, WA:	
SMSA Counties: Yakima, WA WA Yakima.	9.7
Non-SMSA Counties WA Chelan; WA Douglas; WA Grant; WA Kittitas;	7.2 WA Okanogan.
Seattle, WA:	
SMSA Counties: Seattle Everett, WA	7.2
WA King; WA Snohomish. Tacoma, WA WA Pierce.	6.2
Non-SMSA Counties WA Clallam; WA Grays Harbor; WA Island; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Whatcom.	
Portland, OR:	
SMSA Counties: Portland, OR-WA WA Clark.	4.5
Non-SMSA Counties	3.8

These goals are applicable to each nonexempt Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, or federally assisted project, contract, or subcontract until further notice. Compliance with these goals and time tables is enforced by the Office of Federal Contract compliance Programs.

WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, in each construction craft and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 or more that are Federally funded, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. The notification shall be sent to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs Pacific Region
Attn: Regional Director
San Francisco Federal Building
90 – 7th Street, Suite 18-300
San Francisco, CA 94103(415) 625-7800 Phone
(415) 625-7799 Fax

Additional information may be found at the U.S. Department of Labor website: http://www.dol.gov/ofccp/TAguides/ctaguide.htm

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

<u>Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)</u>

- 1. As used in these specifications:
 - a. Covered Area means the geographical area described in the solicitation from which this contract resulted;
 - b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
 - d. Minority includes:
 - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
 - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
 - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
 - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to

- each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and

providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- . Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- I. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the

- effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

Washington State Dept. of Transportation Office of Equal Opportunity PO Box 47314 310 Maple Park Ave. SE Olympia WA 98504-7314

Ph: 360-705-7090 Fax: 360-705-6801

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

1-07.12 FEDERAL AGENCY INSPECTION

Section 1-07.12 is supplemented with the following:

(August 1, 2011 WSDOT GSP, Option 2) Indian Preference and Tribal Ordinances

This project is located on the *** Chehalis Reservation ***. It is the Contractor's responsibility to contact the person and/or office listed in this special provision to determine whether any tribal laws or taxes apply. If the tribal laws and taxes do apply, the Contractor shall comply with them in accordance with Section 1-07.1. For informational purposes only, the Work on this project that falls within Tribal Lands is shown on the Summary of Quantities in Group(s) *** ALL ***.

Tribal Employment Rights Ordinances (TEROs), may utilize a variety of tools to encourage Indian employment. These tools may include, but are not limited to, TERO fees, Indian hiring preference, Indian-owned business subcontracting preference and/or an Indian training requirement. Other requirements may be a Tribal business license, a required compliance plan and/or employee registration requirements. Every tribe is different and each may be willing to work cooperatively with the Contractor to develop a strategy that works for both parties. For specific details, the Contractor should contact *** Bryan Sanders, Project Representative, Bryan.Sanders@chehalistribe.org, Chehalis Tribe, 6 Niederman Road, PO Box 536, Oakville, WA, 98568 ***.

The state recognizes the sovereign authority of the tribe supports the tribe's efforts to enforce its rightful and legal ordinances and expects the Contractor to comply and cooperate with the tribe. The costs related to such compliance shall be borne solely by the Contractor, who is advised to contact the tribal representative listed above, prior to submitting a bid, to assess the impact of compliance on the project.

Although Indian preference cannot be compelled or mandated by the Contracting Agency, there is no limitation whereby voluntary Contractor or Subcontractor initiated preferences are given, if otherwise lawful. 41 CFR 60-1.5(a)7 provides as follows:

Work on or near Indian reservations --- It shall not be a violation of the equal opportunity clause for a construction or non-construction Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection

with employment opportunities on or near an Indian reservation. The use of the word *near* would include all that area where a person seeking employment could reasonably be expected to commute to and from in the course of a work day. Contractors or Subcontractors extending such a preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation, and the use of such a preference shall not excuse a Contractor from complying with the other requirements as contained in the August 25, 1981 Department of Labor, Office of Federal Contract Compliance Programs, Government Contractors Affirmative Actions Requirements.

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-insurance, or self-insurance, or self-insurance 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
- Parametrix, Inc.

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.
- 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 not 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 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

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

(January 2, 2012 WSDOT GSP Option 2)

Work Zone Clear Zone

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

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

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely

necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

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

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

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

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

^{*} or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

(January 5, 2015 WSDOT GSP Option 5)
Lane closures are subject to the following restrictions:

*** NONE, Anderson Road is permitted to have intermittent lane closures according to pending review and approval of Contractor's traffic control plan by the Contracting Agency and Grays Harbor County ***

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

Lane closures are not allowed on any of the following:

- 1. A holiday,
- 2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
- 3. After *** 3:00 p.m. *** on the day prior to a holiday or holiday weekend, and
- 4. Before *** 8:00 a.m. *** on the day after the holiday or holiday weekend.

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)

New Section

Add the following new section:

1-08.0(1) Preconstruction Conference (October 10, 2008 APWA GSP)

New Section

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.

Add the following new section:

1-08.0(2) Hours of Work (December 8, 2014 APWA GSP)

New Section

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 ***2 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

Section 1-08.1 is supplemented with the following:

(October 12, 1998 WSDOT GSP, Option 1)

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

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

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

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

1-08.3 Progress Schedule

1-08.3(2) Progress Schedule Types

1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GSP)
Revise the first paragraph to read:

The Contractor shall submit *** 2 *** copies of a Type A Progress Schedule no later than <u>at the preconstruction conference</u>, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 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

(*****)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the Notice to Proceed but no later than the first working day following the Notice to Proceed date. Notice to Proceed is expected to be issued by March 12, 2018. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins. This project shall be substantially completed within the agreed Contract schedule.

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 (Federal-aid Projects)
 - b. Material Acceptance Certification Documents
 - c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Property owner releases per Section 1-07.24
 - f. Record Drawings per Section 1-05.18

1-08.9 Liquidated Damages

(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

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

1-09 MEASUREMENT AND PAYMENT

1-09.2(5) Measurement

(May 2, 2017 APWA GSP)

Revise the first paragraph to read:

Scale Verification Checks – <u>At the Engineer's discretion, the Engineer may perform verification checks on</u> the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

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 MEASUREMENT AND PAYMENT

1-09.9 Payments

(March 13, 2012 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.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2(1) General

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

(January 3, 2017 WSDOT GSP Option 1)

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

The Northwest Laborers-Employers Training Trust 27055 Ohio Ave. Kingston, WA 98346 (360) 297-3035 Evergreen Safety Council 12545 135th Ave. NE Kirkland, WA 98034-8709 1-800-521-0778

The American Traffic Safety Services Association 15 Riverside Parkway, Suite 100 Fredericksburg, Virginia 22406-1022 Training Dept. Toll Free (877) 642-4637 Phone: (540) 368-1701

1-10.4 Measurement

1.10.4(1) Lump Sum Bid for Project (No Unit Items)

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

(August 2, 2004 WSDOT GSP, Option 1) The proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

END OF DIVISION 1

DIVISION 2

EARTHWORK

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

Section 2-02.1 is supplemented with the following:

(*****)

This work shall consist of all work defined under clearing and grubbing, and removing all materials noted in this section of the Special Provisions as well as any other materials not noted and necessary for the construction of this project. The following items shall be included under "Removal of Structures and Obstructions":

- Tree stump/root removal.
- 2. Removing asphalt pavement.
- 3. Removing fences.
- 4. Removing walls.
- 5. Sawcutting
- 6. All removal work shown on the Plans.

2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

(*****)

Saw cuts shall be a minimum of 2 inches deep and shall be parallel and as straight as possible. Slurry from the cutting shall be vacuumed up and properly disposed of as saw cutting is proceeding. Slurry shall not be allowed to run into drains or off-site. After saw cutting, the pavement shall be removed in a manner that does not damage the adjacent pavement to remain.

2-02.5 Payment

Section 2-02.5 is supplemented with the following:

(*****)

"Removal of Structures and Obstructions", per lump sum.

The unit contract price for "Removal of Structures and Obstructions" shall be full compensation for all labor, tools, equipment, and materials necessary to remove, haul and dispose of the material off-site at a Contractor-obtained legal disposal site. In addition, all backfill and compaction of backfill, as defined in the Plans and these Specifications, needed to fill the void left after the removal shall be included in the lump sum cost for "Removal of Structures and Obstructions".

END OF DIVISION 2

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DIVISION 6

STRUCTURES

6-04 TIMBER STRUCTURES

6.04.4 Measurement

Section 6-04.4 is supplemented with the following:

(*****)

Measurement for the three Boardwalks shall be Lump Sum and include the following:

- Procure, fabricate and install transverse stringers and supports. This item also includes some asphalt removal and drilling the holes in top of culverts for the epoxy anchors, galvanized A307.
- Procure, fabricate and install floor beams and supports as detailed in the drawings.
 This item may also include procuring, drilling and installing the 3/4-inch diameter,
 galvanized A307, epoxy anchors into the new pilasters (at the Contractor's option).
 Procure, fabricate and install Cross Bracing as detailed in the Drawings.
- Procure, fabricate, pressure treat in accordance with Drawings, and install timber decking. This item also includes the galvanized lag bolts to connect the timbers to the stringers and the angle at each end of the boardwalks.
- Modify existing wingwalls and provide concrete pilasters to support the floor beams as
 detailed in the drawings. This item includes; drilling and epoxy anchoring rebar into
 existing wingwalls, roughening the existing surfaces of the wingwalls, apply a bonding
 agent prior to the pouring the concrete, procuring, fabricating and installing the 4-inch
 by 4-inch by 1/2-inch angle, excavation, if required, class 4000 concrete, and
 reinforcement.
- On existing Culverts 1 and 3, construct the spread footings and columns as detailed in the drawings. This item also includes excavation, gravel base, backfilling, rebuilding the rip rap blanket, forming, class 4000 concrete, and reinforcement.

Excluded from this section is the procurement, fabrication and installation of the handrails. This covered in Section 6-06 Bridge Railings.

6.04.5 Payment

Section 6-04.5 is supplemented with the following:

(*****)

Payment will be made for the following Bid Items included in the proposal:

"Boardwalks", lump Sum.

6-06 BRIDGE RAILINGS

6-06.1 Description

Section 6-06.1 is supplemented with the following:

(*****)

This work shall consist of fabrication and construction of the pedestrian railing on both sides of the three boardwalks and an off boardwalk section at each corner of all structures that meet the requirements of the plans, these Specifications and the Engineer.

6-06.2 Materials

Section 6-06.2 is supplemented with the following:

(*****)

The Pedestrian Railing shall be galvanized after fabrication and shall be built in accordance with the standard plans included in the Contract Plans.

Attachment materials shall be per details shown on the structural plan sheets and standard drawing.

6-06.3 Construction Requirements

Section 6-06.3 is supplemented with the following:

(*****)

No railing shall be erected until the surface to which it is to be attached is completed.

Slip joints shall be as shown on the standard plan included in the Drawings. Railing installed without slip joints will be rejected and the Contractor shall install new railing at the Contractor's own expense.

6-06.4 Measurement

Section 6-06.4 is supplemented with the following:

(*****)

Pedestrian Railing will be measured by the linear foot along the line and slope at the base of the completed railings.

6.06.5 Payment

Section 6-06.5 is supplemented with the following:

(*****)

Payment will be made for the following Bid Items included in the proposal:

"Pedestrian Railing on Boardwalks", per linear foot.

The unit contact price for Pedestrian Railing per linear foot shall be full pay for furnishing and installing all labor, tools, equipment, and materials required, including but not limited to, railing, welding, fittings, grout, steel sleeve, concrete, slip joints, attachment to the elevated structure, and cleanup.

END OF DIVISION 6

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DIVISION 7

DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

7-04 STORM SEWERS

7-04.5 Payment

Section 7-04.5 is supplemented with the following:

(*****)

No separate payment shall be made for testing storm pipe. Testing shall be considered incidental to the work of storm sewers, and all costs thereof shall be included in the unit contract price per linear foot for storm sewer pipe.

The unit contract price per linear foot for "Schedule A Storm Sewer Pipe ___ In. Diam." shall be full pay for all labor, materials and equipment to complete the installation of the storm sewer including, but not limited to, trench excavation, laying and jointing pipe and fittings, connection to existing storm sewer pipe, approved couplings and adaptors, flexible connectors, import pipe bedding and trench backfill, compaction, and cleanup as shown in the Plans.

END OF DIVISION 7

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DIVISION 8

MISCELLANEOUS CONSTRUCTION

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION SYSTEMS, AND ELECTRICAL

8-20.1 Description

Section 8-20.1 is supplemented with the following:

(*****)

Work includes the following:

1. Installation of a new illumination system, to be installed by Travers Electric.

The Tribe has contracted separately with Travers Electric for the installation of pedestrian/street lights in conjunction with the sidewalk work. The Contractor shall coordinate with and accommodate the Tribe's illumination contractor during the execution of this sidewalk improvement project including time, construction staking, and traffic control to accommodate the work performed by Travers Electric. Contact Ron Travers at 360-748-0059 for information.

Add the following new section:

(******) **8-30**

BOLLARDS

NEW SECTION

8-30.1 Description

This work shall also consist of furnishing and installing Schedule 80 pipe bollards in accordance with the Plans and these Specifications.

8-30.2 Materials

Materials shall meet the requirements as shown on the Plans.

Footings shall be constructed using concrete Class 3000.

Color of paint for the removable bollard shall be powder coated white.

All steel parts shall be hot-dip galvanized after fabrication in accordance with AASHTO M111.

Reflective tape shall be one of the following or an approved equal:

- Scotchlite High Intensity Grade Series 2870.
- Reflexite AP-1000.
- Scotchlite Diamond Grade LDP Series 3970.
- T-6500 High Intensity (Type IV).

Reflective button shall be minimum of 3-inch diameter with 3/16-inch mounting holes. Reflectivity shall be high intensity.

8-30.3 Construction Requirements

Bollards shall be constructed in accordance to the details shown on the Plans.

Bollards shall not vary more than 1/2 inch in 30 inches from a vertical plane.

The final locations of bollards shall be approved by the Engineer prior to placement.

Reflective buttons shall be attached to the bollards using screw and bolts.

8-30.4 Measurement

Measurement for bollards will be per each bollard furnished and installed.

8-30.5 Payment

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

"Removable Bollard", per each.

The unit contract price per each for "Removable Bollard" shall be full pay for all labor, equipment, and materials necessary, including but not limited to excavation, paint, concrete foundation, placement, hardware, and disposal of excess soils and materials.

END OF DIVISION 8

Appendix A

Environmental Assessment

Environmental Assessment of:

Proposed Sidewalk On Anderson Road on the Chehalis Reservation

March 24, 2017



A portion of the site of the proposed sidewalk.

Prepared for: The Confederated Tribes of the Chehalis Reservation

Prepared by: Glen Connelly

Environmental Programs Manager

Chehalis Department of Natural Resources (CDNR)

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Introduction and Project Description

The Chehalis Tribe is proposing to construct a sidewalk alongside a major arterial road on the Chehalis Reservation.

The proposed project includes:

- Construct a sidewalk along the western side of Anderson Road, starting at the intersection of Howanut Road and proceeding north to the Tribal Convenience Store, near the intersection of Highway 12.
- Cut and grade a portion of the slope on the southern end of the project, to accommodate the sidewalk footprint.
- Construct concrete cantilevered extensions off of the box culverts to accommodate the sidewalk.
- Utilize some structural fill to bring lower areas up to grade.
 (See Appendix 1 Anderson Road Mixed Use Pathway Conceptual Plans)

The Chehalis Tribe's Building Ordinances require that an environmental review must be conducted on any projects within the Chehalis Reservation. This Environmental Assessment (EA) document is intended to meet those requirements and the requirements of the National Environmental Policy Act (NEPA).

Project Purpose and Need

The goal of the proposed sidewalk project is to improve public safety, allow for better pedestrian access to the tribal convenience store and provide more recreational opportunities on the Chehalis Reservation. Anderson Road is the main access road to the Chehalis Reservation and is utilized by the public and also by large commercial trucks. There is no sidewalk on the road and many community members walk along the side of the road to get to the tribal convenience store located at the intersection of Hwy. 12. This puts the pedestrians at risk from the truck and automobile traffic. The area also lacks bicycling, or walking paths and adding this pathway will improve that situation.

Project Alternatives

Alternative 1: Proposed Action - Construct the sidewalk as designed.

Alternative 2: No Action

Evaluation of Alternatives

Alternative 1 provides for improved public safety, allows for better pedestrian access to the tribal convenience store and provides more recreational opportunities on the Chehalis Reservation.

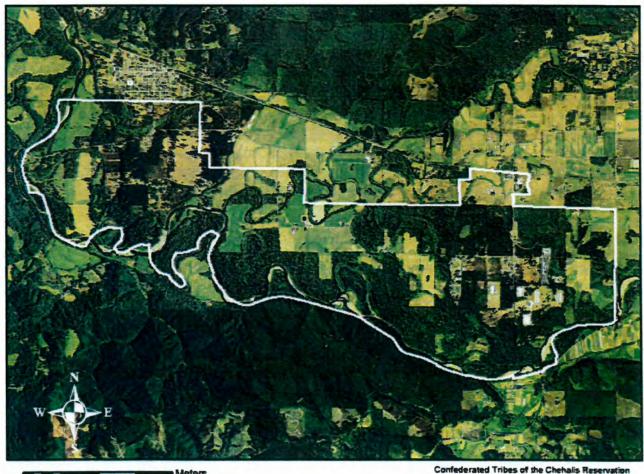
Alternative 2, the no action alternative, was the only other alternative considered, because there is only one direction to go to reach the tribal store. This alternative was unacceptable due to the safety concerns of the tribal community.

Upon evaluating the alternatives, the Chehalis Tribe determined that the preferred alternative was Alternative 1, because it meets the needs of the community.

Environmental Conditions and Consequences

Site Description

The proposed project would take place within the exterior boundaries of the Chehalis Reservation, along Anderson Road, between State Hwy. 12 and Howanut Road. The reservation is located in southwest Washington State in the valley of the Chehalis River. The reservation is approximately 5000 acres in size and much of it is located in historic lowlands and channels of the Chehalis River.



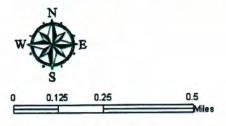
0 287.5575 1,150 1,725 2,300

Confederated Tribes of the Chehalis Reservation Natural Resources: M. White 2011 NAID Photos

Vicinity map of the Chehalis Reservation.

The most direct way to access the project site is via State Hwy. 12, a major two lane state highway and then follow Anderson Road, a two lane road that runs from Hwy 12, south onto the Chehalis Reservation.





This map displays the area near the proposed Anderson Road Sidewalk project.

2011 Aerial Photo Chehalis Tribe Dept. Natural Resources December 13, 2016 G. Connelly

Aerial View of Project Area

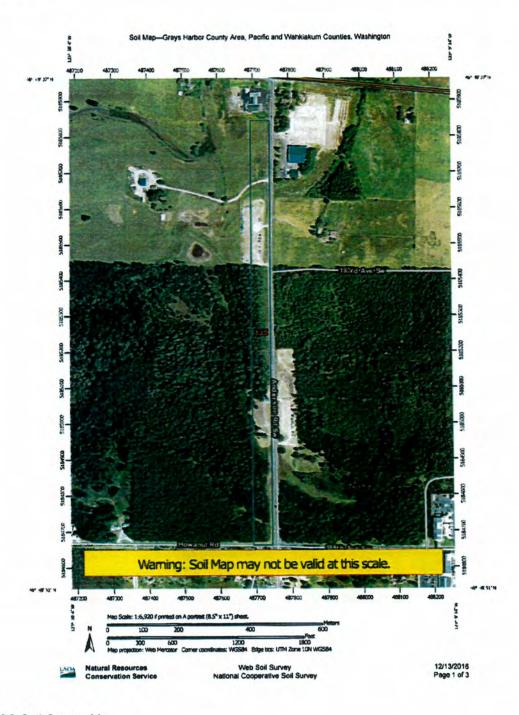
Land Resources

The proposed sidewalk would be constructed along the western side of Anderson Road, the main access road onto the Chehalis Reservation. The pathway would start at the intersection of Anderson Road and Howanut Road and proceed north, dropping down from a glacial terrace, into the flood plain of the Chehalis River.

Soils

The Chehalis Reservation is underlain by alluvial material and outwash deposits from the Black and Chehalis Rivers that are up to one hundred feet deep. There are several higher

areas created by depositions left from retreating glaciers. The proposed pathway will start on one of those glacial terraces, near some of the tribal housing complexes. The entire project area is dominated by Spanaway Soils that are gravelly and well drained (See Appendix 2 - USGS Soil Survey). They are not classified as prime agricultural land, or as prime forest production land.



USGS Soil Survey Map.



Slope along the southern end of the project.

The sidewalk will proceed north through the lower valley, toward the tribal convenience store/gas station. The sidewalk will cross three low areas where culverts have been installed under Anderson Road.



The southernmost set of Anderson Road culverts.



Section of the roadway where the proposed sidewalk would be constructed.

Wetlands

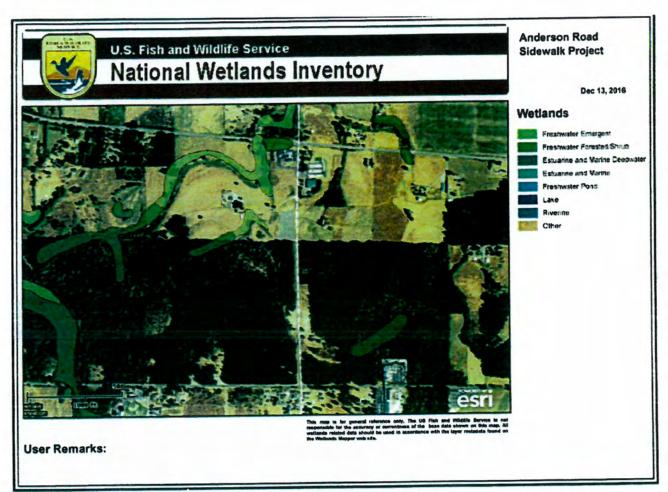
The proposed pathway is to be located along the side of Anderson Road and has no nearby wetlands (see National Wetlands Inventory map below).

Coastal Zones

The proposed project site is located within the exterior boundaries of the Chehalis Reservation (a federal reservation in Washington State), therefore, it is excluded from Coastal Zone Management Regulations.

Floodplain

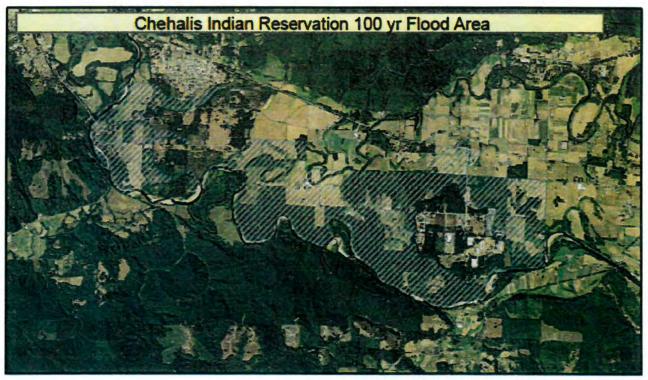
According to recently adopted FEMA flood maps, the main portion of the pathway will be located within the one hundred-year floodplain of the Chehalis River. The sidewalk will be constructed through a lower section of the reservation and will cross three low spots where flood waters pass through during moderate to large flood events. In those low spots, Anderson Road is elevated using box culverts.



National Wetland Survey Area Map.



Culverts where floodwaters flow under Anderson Road.



This map represents the 100 yr flood plain. Flood plain was digitized from aerial flood photos of the 2007 flood event.

2009 NAIP Aerial

Chehalis Tribe Dept. Natural Resources April 19th, 2013

Creator: M. White





100-Year Floodplain on the Chehalis Reservation

Transportation

Most of the roads within the Chehalis Reservation are modern, asphalt roads, built to serve common vehicular traffic. The roads that serve the reservation are maintained by the Chehalis Tribe, Grays Harbor County, Thurston County, or the State of Washington and are generally in good repair. The main roads used to access to the proposed project are State Highway 12, Anderson Road and Howanut Road. All of these roads are paved and are designed to handle all common auto and truck traffic requirements.

Anderson Road is a two lane arterial road, with shoulders for emergency use. Anderson Road runs north-south and connects Hwy. 12 with Chehalis Reservation. The section between Hwy. 12 and the four-way stop at Howanut Road is approximately a half mile long and does not have sidewalks.



Looking north along Anderson Road, from the Howanut Road intersection.

Environmental Consequences to Land Resources

The construction of the proposed sidewalk will not have any major, or long term negative impacts on the land resources of the Chehalis Reservation.

Soils – The project will take place in soils are not prime agricultural soils, or prime timber production soils, so there will be no net loss of prime farmland or prime timberland.

Wetlands - The proposed project will not impact wetlands.

Coastal Zone - The site is not in the Coastal Management Zone.

Floodplain – Although the proposed sidewalk will be located in the flood plain, it will have no measurable impact on floodplains. Some fill will be brought in as a construction base and to fill in some low areas, but that fill will be balanced out by removal of soils in the southern section

of the project, so no mitigation will be required. There will be no net change in the floodplain, the walkway will simply become inundated during large scale floods.

Transportation - The project will have a temporary negative impact during the construction phase, as it may create temporary traffic impairments and temporary delays. In the long term, the pathway will improve traffic safety on the Chehalis Reservation, as pedestrians will be moved off of the roadway.

Mitigation to Protect Land Resources

Appropriate traffic control and traffic signage during the construction phase will be required to reduce the impacts to the public using the road.

Air Resources

Air quality in the vicinity of the Chehalis Reservation is generally good due to the influence of air currents from the Pacific Ocean. Currently, the air quality within the air zone surrounding the reservation is in compliance with all Federal, State and local requirements (EPA Website). There are occasional episodes of stagnant air across the southwestern portion of the state; however, they are usually of short duration and usually do not exceed any regulatory standards.

Environmental Consequences to Air Resources

The project will not have any adverse impacts on air resources, provided the appropriate mitigation measures summarized below are implemented during construction.

Mitigation to Protect Air Resources

During construction, Best Management Practices, such as site watering and proper vehicle maintenance, should be utilized to control dust and noxious vehicle exhausts. Once the project is complete, there will be no impacts to air resources, so no other mitigation actions are necessary.

Water Resources

Surface Water

The Chehalis River forms the southern boundary of the Chehalis Reservation and the Black River crosses the central part of the Reservation, before entering the Chehalis River. There are several small tributaries that can be found on the reservation. There are no surface waters located near the proposed project. Surface water quality in the watershed is considered to be generally good, although certain sections of the Chehalis River and its tributaries do have Total Maximum Daily Limits placed on them by the Washington State Department of Ecology, for problems related to high temperatures and low dissolved oxygen content.

Ground Water

The Chehalis Reservation is underlain by alluvial material and outwash deposits from the Black and Chehalis Rivers that are up to one hundred feet deep. There are several higher areas created by depositions left from retreating glaciers. Groundwater is shallow and generally flows westward, parallel to the flow of the Chehalis River. Depth to groundwater ranges from ten to thirty feet. The porous nature of the surface soils allows for fairly high infiltration rates, making the groundwater susceptible to contamination from the application of pesticides, fertilizers and animal/human wastes. (2001 Groundwater Report, Pacific Groundwater Group)

Ground water is the principal source of potable water on the Chehalis Reservation and the nearby City of Oakville. The Tribal Community Water System and numerous private tribal residences obtain their water from wells that range from twenty to eighty feet in depth. According to the Tribal Utilities Department, the Tribal Community Water System serves approximately eighty eight residential units and ten commercial/government buildings.

Environmental Consequences to Water Resources

Surface Water

The proposed road project will have no measurable impacts upon the surface waters in the region. Although the path will be built as an impervious surface, the total surface area is relatively small and it will only be used by pedestrians, or bicyclists, so the runoff will not have an impact.

Ground Water

The proposed project will not have any impacts on groundwater, provided the appropriate mitigation measures summarized below are implemented during construction.

Mitigation to Protect Water Resources

The proposed project will not have any impacts on water resources in the area, as long as the following mitigation action(s) are completed. During construction, Best Management Practices for storm water runoff and spill prevention should be in effect to control runoff and sediments and potential spills related to the use of heavy equipment.

Fish and Wildlife

The Chehalis Reservation is approximately 5000 acres in size and much of it is located in historic lowlands and channels of the Chehalis River. According to the Chehalis Tribal Fisheries Department, Chinook (both spring and fall runs), Coho (both early and late runs), Chum salmon, Cutthroat salmon and Steelhead trout are present in significant numbers in the Chehalis Basin. Green Sturgeon and bull trout may be present in the lower watershed. Many

other smaller fish species, warm-water species and aquatic mammals such as otters are also present in the basin.

According to CDNR personnel, there are a variety of wildlife that have been documented on the Chehalis Reservation. The proposed site of the pathway is currently maintained as grass, with some small shrubs and trees in certain sections. Nearby the proposed sidewalk are areas are lightly forested and may provide habitat or forage for some smaller mammals such as coyote, raccoons, mountain beaver, snowshoe hare, brush rabbit, striped skunk, opossum, mink, weasel, porcupine, red squirrel, shrews and rodents.



Grassy areas alongside Anderson Road.

A portion of the site may provide habitat or forage for various birds such as Stellar's jay, American crows, swallows, nuthatches, wrens, sparrows, vireos, finches, blue grouse, ruffled grouse, band tailed pigeons, ringed-neck pheasant, mourning doves, goshawk, Cooper's hawk, sharp shinned hawk, red-tailed hawk, kestrel, northern harrier, great horned owl, western screech owl, northern sawhet and northern pygmy owl.



Areas of small shrubs and small trees.

Threatened and Endangered Fish and Wildlife Species

The US Fish and Wildlife Service lists approximately 14 Threatened or Endangered animal species in the Grays Harbor County area:

Group	Common Name	Scientific Name	Status	Habitat at site
Amphibians	Oregon spotted frog	Rana pretiosa	Threatened	no
Birds	Short-tailed albatross	Phoebastria (=Diomedea) albatrus	Endangered	no
Birds	Brown pelican	Pelecanus occidentalis	Recovery	no
Birds	Yellow-billed Cuckoo	Coccyzus americanus	Threatened	no
Birds	Western snowy plover	Charadrius alexandrinus nivosus	Threatened	no
Birds	Northern spotted owl	Strix occidentalis caurina	Threatened	no
Birds	Marbled murrelet	Brachyramphus marmoratus	Threatened	no
Birds	Streaked Horned lark	Eremophila alpestris strigata	Threatened	no
Insects	Oregon silverspot butterfly	Speyeria zerene hippolyta	Threatened	no
Mammals	Olympia pocket gopher	Thomomys mazama pugetensis	Threatened	no
Mammals	Tenino pocket gopher	Thomomys mazama tumuli	Threatened	no
Mammals	Yelm pocket gopher	Thomomys mazama yelmensis	Threatened	no
Reptiles	Leatherback sea turtle	Dermochelys coriacea	Endangered	no
Reptiles	Leatherback sea turtle	Dermochelys coriacea	Endangered	no
Fishes	Bull Trout	Salvelinus confluentus	Threatened	no

The Sensitive Species List does not list any suitable habitat on the site for any of these species. (Communication from Mark White – Director CDNR)

Environmental Consequences to Fish and Wildlife

<u>Fish</u>

The proposed project on the Chehalis Reservation will have no impact on fish because none of the work will take place in, or near a waterway.

Wildlife

The proposed project will have no long term impact on wildlife. Land use and human presence in the area will not change significantly as a result of this project; therefore, long-term impacts to wildlife will not occur. The surrounding area has many acres of grass fields, mixed conifer and hardwood forest lands and the loss of a small area of grass land will have no impact. Most birds and mammals will avoid the area during construction and re-establish themselves in nearby habitat once construction is complete.

Mitigation to Protect Fish and Wildlife

None needed.

Plants

Much of the Chehalis Reservation was originally forested, with some upland prairie occurring as well. Almost all of the old growth timber on the reservation was logged prior to 1950. Second growth conifer stands are generally found on the well-drained and drier sites, while hardwoods are generally found along river bottoms and sloughs. The proposed pathway site is mainly made up of grasses, areas with low shrubs and some areas with pioneer weed species mixed in. Some sections of the proposed site are lightly forested areas that include some Douglas fir, Garry oak and vine maple.



Trees on or near the proposed site.

Various species of undergrowth are found throughout the Reservation. Some of the dominant species found at the site of the proposed pathway site includes various field grasses, snowberries and trailing blackberry along with some invasive species such as scotch broom.



Undergrowth on the proposed site.

Threatened and Endangered Plant Species

The US Fish and Wildlife Service lists four Threatened or Endangered plant species in the Grays Harbor County area.

Group	Common Name	Scientific Name	Status	Habitat at site
	Nelson's checker-mallow	Sidalcea nelsoniana	Threatened	no
Flowering Plants		Howellia aquatilis	Threatened	No
	golden paintbrush	Castilleja levisecta	Threatened	Possible
Flowering Plants		Lupinus sulphureus ssp. kincaidii	Threatened	Possible

The Sensitive Species List does not list any suitable habitat on, or near, the site for these species (communication from Mark White – Director CDNR).



Grassy swale alongside Anderson Road.

Environmental Consequences to Plants

The loss of a small amount of trees and brush will have no measurable impact on the local plant resources.

Mitigation for Plants

None needed.

Cultural/Archeological Resources

The proposed project is located within the boundaries of the Chehalis Reservation, along Anderson Road. Much of the proposed sidewalk is to be constructed in areas that were

previously disturbed when Anderson Road was constructed and later improved. The Tribal Historic Preservation Officer issued a letter stating he had no concerns about the Anderson Road Improvements project that took place in 2002 and this new project falls into that same area of potential impact. A search of for past reports and surveys showed nothing within a mile of the project.

Environmental Consequences to Cultural Resources

The proposed project should have no adverse impacts on cultural/archaeological resources provided the appropriate mitigation measures summarized below are implemented during construction.

Mitigation to Protect Cultural Resources

Should culturally, or archaeologically significant materials be discovered during project operations, work shall be halted and the Tribal Historic Preservation Office shall be immediately consulted.

Cumulative Impacts

The project, as designed, will have no cumulative effects on the protected resources in the area.

Summary of Environmental Consequences

Land Resources

Temporary traffic impacts during construction.

Air Resources

Temporary impacts during construction, emissions to the air will be temporary and will likely include dust and fuel emissions associated with road construction activities.

Water Resources

No Impact, provided the listed mitigation actions are taken.

Fish, Wildlife and Plants

Fish - No Impact.

Wildlife - No long term impacts, limited disturbance during construction activities.

Plants - No Impact.

Cultural Resources

No Impact.

Cumulative Effect On Protected Resources

No impact.

Summary of Mitigation Requirements

Land Resources

Appropriate traffic control and traffic signage during the construction phase, to reduce the impacts to the public roads.

Cultural Resources - Should culturally or archaeologically significant materials be discovered during construction, work shall be immediately halted and the Tribe and the Office of Historic Preservation shall be consulted.

Air Resources - During construction, Best Management Practices, such as site watering and proper vehicle maintenance, should be utilized to control dust and noxious vehicle exhausts.

Water Resources -

Best Management Practices for storm water runoff and spill prevention should be in effect to control runoff and sediments and potential spills related to the use of heavy equipment.

Conclusion

Overall the proposed project does not appear to have any major impacts on the protected resources in the area. The proposed sidewalk will improve pedestrian and traffic safety in the tribal community, because it will allow people to access the area without walking along the shoulder of Anderson Road.

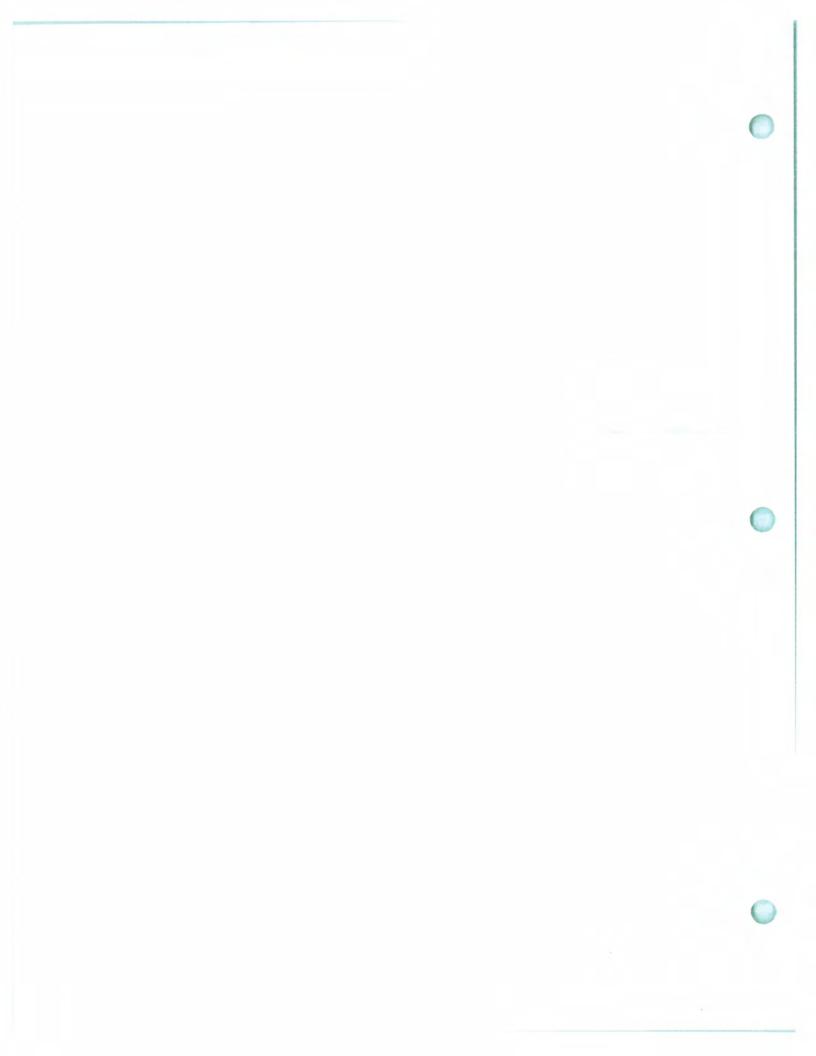
Sources Cited

USGS GIS Soils Data Layers
Chehalis Department of Natural Resources - Staff and GIS Data
EPA Website, Air Quality Non-Attainment Maps
2001 Groundwater Report, Pacific Groundwater Group
2016 Tribal Historic Preservation Office
USFWS Website, Threatened and Endangered Species
Natural Resources Conservation Service Wetlands Mapper
2016 General Sewer/Wastewater Facility Plan

Prepared by: Glen Connelly

Environmental Programs Manager

Chehalis Department of Natural Resources





CONFEDERATED TRIBES of the CHEHALIS RESERVATION

February 15, 2017

Jesse Gleason Transportation Planner Chehalis Tribe Planning Department 420 Hoanut Rd Oakville, WA 98568

Re: Sidewalk On Anderson Road

Dear Mr Gleason:

Thank you for contacting the Historic Preservation Office. A review of the submitted materials for the purposed Sidewalk On Anderson Road on the Chehalis Reservation project has been completed.

The Chehalis Tribes Historic Preservation Office is issuing a statement of *no historic* properties affected. This determination is based upon on the information available at the time of this review and on behalf the Chehalis Tribal Historic Preservation Officer in compliance with the Section 106 of the National Historic Preservation Act, as amended, and its implementing regulations 36 CFR 800.4.

Should additional information become available, our assessment may be revised, including information regarding historic properties that have not yet been identified. An inadvertent discovery plan must be in place and made available to all involved personnel working on this project.

Thank you for the opportunity to comment and we look forward to working together on future projects.

Sincerely,

Dan Penn

Tribal Historic Preservation Officer

(360)709-1747

email: dpenn@chehalistribe.org

P.O. BOX 536 • OAKUILLE, WA. 98568 AC 360-273-5911 • FAX 360-273-5914



CONFEDERATED TRIBES of the CHEHALIS RESERVATION

Department of Natural Resources

Finding of No Significant Impact

Project Name: Anderson Road Sidewalk

Applicant: Chehalis Tribe Transportation Department

Description of Proposal: The Chehalis Tribe is proposing to construct a sidewalk along a portion of Anderson Road, on the Chehalis Reservation. The proposed project includes: Construct a sidewalk along the western side of Anderson Road, starting at the intersection of Howanut Road and proceeding north to the Tribal Convenience Store, near the intersection of Highway 12. Cut and grade a portion of the slope on the southern end of the project, to accommodate the sidewalk footprint. Construct concrete cantilevered extensions, off of the box culverts, to accommodate the sidewalk. Utilize some structural fill to bring lower areas up to grade.

Location of project:

The proposed sidewalk is to be located along the western side of Anderson Road, starting at the intersection of Howanut Road and proceeding north to the Tribal Convenience Store, near the intersection of Highway 12.

Determination

The Department of Natural Resources (CDNR) has determined that this project does not have a probable significant adverse impact on the environment. The decision was made after a review of the conceptual plans and a completed environmental assessment for the project. The CDNR requires Best Management Practices (BMP's) to be followed during the construction phase to protect ground water from construction related fuels and materials. Appropriate BMP's must also be used to minimize any airborne dust from the project.

Signature:

Document Preparer: Mark White

Position/Title: Natural Resources Director

Date: 3-24-17

Appendix B

Washington State Prevailing Wage Rates

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: 02/13/2018

County	<u>Trade</u>	Job Classification	Wage	Holiday	Overtime	Note
Grays Harbor	<u>Asbestos Abatement Workers</u>	Journey Level	\$46.57	<u>5D</u>	<u>1H</u>	
Grays Harbor	<u>Boilermakers</u>	Journey Level	\$64.54	<u>5N</u>	<u>1C</u>	
Grays Harbor	Brick Mason	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Grays Harbor	Brick Mason	Pointer-Caulker-Cleaner	\$55.82	<u>5A</u>	<u>1M</u>	
Grays Harbor	Building Service Employees	Janitor	\$11.50		<u>1</u>	
Grays Harbor	Building Service Employees	Shampooer	\$11.50		<u>1</u>	
Grays Harbor	Building Service Employees	Waxer	\$11.50		<u>1</u>	
Grays Harbor	Building Service Employees	Window Cleaner	\$13.22		<u>1</u>	
Grays Harbor	<u>Cabinet Makers (In Shop)</u>	Journey Level	\$13.12		<u>1</u>	
Grays Harbor	Carpenters	Acoustical Worker	\$57.18	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Carpenters</u>	Bridge, Dock And Wharf Carpenters	\$57.18	<u>5D</u>	<u>4C</u>	
Grays Harbor	Carpenters	Carpenter	\$57.18	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Carpenters</u>	Carpenters on Stationary Tools	\$57.31	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Carpenters</u>	Creosoted Material	\$57.28	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Carpenters</u>	Floor Finisher	\$57.18	<u>5D</u>	<u>4C</u>	
Grays Harbor	Carpenters	Floor Layer	\$57.18	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Carpenters</u>	Scaffold Erector	\$57.18	<u>5D</u>	<u>4C</u>	

Grays Harbor	Cement Masons	Journey Level	\$57.21	<u>7A</u>	<u>1M</u>	
Grays Harbor	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$110.54	<u>5D</u>	<u>4C</u>	
Grays Harbor	Divers & Tenders	Dive Supervisor/Master	\$72.97	<u>5D</u>	<u>4C</u>	
Grays Harbor	Divers & Tenders	Diver	\$110.54	<u>5D</u>	<u>4C</u>	<u>8V</u>
Grays Harbor	Divers & Tenders	Diver On Standby	\$67.97	<u>5D</u>	<u>4C</u>	
Grays Harbor	Divers & Tenders	Diver Tender	\$61.65	<u>5D</u>	<u>4C</u>	
Grays Harbor	Divers & Tenders	Manifold Operator	\$61.65	<u>5D</u>	<u>4C</u>	
Grays Harbor	Divers & Tenders	Manifold Operator Mixed Gas	\$66.65	<u>5D</u>	<u>4C</u>	
Grays Harbor	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$61.65	<u>5D</u>	<u>4C</u>	
Grays Harbor	Divers & Tenders	Remote Operated Vehicle Tender	\$57.43	<u>5A</u>	<u>4C</u>	
Grays Harbor	<u>Dredge Workers</u>	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>	
Grays Harbor	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>	
Grays Harbor	Dredge Workers	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>	
Grays Harbor	Dredge Workers	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>	
Grays Harbor	Dredge Workers	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>	
Grays Harbor	Dredge Workers	Mates	\$56.44	<u>5D</u>	<u>3F</u>	
Grays Harbor	Dredge Workers	Oiler	\$56.00	<u>5D</u>	<u>3F</u>	
Grays Harbor	Drywall Applicator	Journey Level	\$56.78	<u>5D</u>	<u>1H</u>	
Grays Harbor	<u>Drywall Tapers</u>	Journey Level	\$57.43	<u>5P</u>	<u>1E</u>	
Grays Harbor	Electrical Fixture Maintenance Workers	Journey Level	\$62.74	<u>5C</u>	<u>1G</u>	
Grays Harbor	<u>Electricians - Inside</u>	Cable Splicer	\$66.64	<u>5C</u>	<u>1G</u>	
Grays Harbor	<u>Electricians - Inside</u>	Journey Level	\$62.74	<u>5C</u>	<u>1G</u>	
Grays Harbor	<u>Electricians - Inside</u>	Lead Covered Cable Splicer	\$70.53	<u>5C</u>	<u>1G</u>	
Grays Harbor	<u>Electricians - Inside</u>	Welder	\$66.64	<u>5C</u>	<u>1G</u>	
Grays Harbor	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>	
	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>	

Grays Harbor						
Grays Harbor	Electricians - Powerline Construction	Cable Splicer	\$73.93	<u>5A</u>	<u>4D</u>	
Grays Harbor	Electricians - Powerline Construction	Certified Line Welder	\$67.60	<u>5A</u>	<u>4D</u>	
Grays Harbor	Electricians - Powerline Construction	Groundperson	\$45.49	<u>5A</u>	<u>4D</u>	
Grays Harbor	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$67.60	<u>5A</u>	<u>4D</u>	
Grays Harbor	Electricians - Powerline Construction	Journey Level Lineperson	\$67.60	<u>5A</u>	<u>4D</u>	
Grays Harbor	Electricians - Powerline Construction	Line Equipment Operator	\$57.02	<u>5A</u>	<u>4D</u>	
Grays Harbor	Electricians - Powerline Construction	Pole Sprayer	\$67.60	<u>5A</u>	<u>4D</u>	
Grays Harbor	Electricians - Powerline Construction	Powderperson	\$50.76	<u>5A</u>	<u>4D</u>	
Grays Harbor	Electronic Technicians	Journey Level	\$27.49		<u>1</u>	
Grays Harbor	Elevator Constructors	Mechanic	\$88.36	<u>7D</u>	<u>4A</u>	
Grays Harbor	Elevator Constructors	Mechanic In Charge	\$95.41	<u>7D</u>	<u>4A</u>	
Grays Harbor	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>	
Grays Harbor	Fence Erectors	Fence Erector	\$13.80		<u>1</u>	
Grays Harbor	Fence Erectors	Fence Laborer	\$11.60		1	
Grays Harbor	Flaggers	Journey Level	\$39.48	<u>7A</u>	<u>31</u>	
Grays Harbor	Glaziers	Journey Level	\$28.06	<u>5R</u>	<u>1Z</u>	
Grays Harbor	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$67.93	<u>5J</u>	<u>4H</u>	
Grays Harbor	Heating Equipment Mechanics	Journey Level	\$78.17	<u>7F</u>	<u>1E</u>	
Grays Harbor	Hod Carriers & Mason Tenders	Journey Level	\$48.02	<u>7A</u>	<u>31</u>	
Grays Harbor	Industrial Power Vacuum Cleaner	Journey Level	\$11.50		<u>1</u>	
Grays Harbor	<u>Inland Boatmen</u>	Boat Operator	\$59.86	<u>5B</u>	<u>1K</u>	
Grays Harbor	<u>Inland Boatmen</u>	Cook	\$56.18	<u>5B</u>	<u>1K</u>	
Grays Harbor	Inland Boatmen	Deckhand	\$56.18	<u>5B</u>	<u>1K</u>	
Grays Harbor	<u>Inland Boatmen</u>	Deckhand Engineer	\$57.26	<u>5B</u>	<u>1K</u>	
	<u>Inland Boatmen</u>	Launch Operator	\$58.59	<u>5B</u>	<u>1K</u>	

Grays Harbor						
Grays Harbor	Inland Boatmen	Mate	\$58.59	<u>5B</u>	<u>1K</u>	
Grays Harbor	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$11.50		<u>1</u>	
Grays Harbor	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.50		1_	
Grays Harbor	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		<u>1</u>	
Grays Harbor	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$11.50		1	
Grays Harbor	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$11.50		<u>1</u>	
Grays Harbor	Insulation Applicators	Journey Level	\$57.18	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Ironworkers</u>	Journeyman	\$66.68	<u>7N</u>	<u>10</u>	
Grays Harbor	<u>Laborers</u>	Air, Gas Or Electric Vibrating Screed	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Airtrac Drill Operator	\$48.02	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Ballast Regular Machine	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Batch Weighman	\$39.48	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Brick Pavers	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Brush Cutter	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Brush Hog Feeder	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Burner	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Caisson Worker	\$48.02	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Carpenter Tender	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Caulker	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Cement Dumper-paving	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Cement Finisher Tender	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Change House Or Dry Shack	\$46.57	<u>7A</u>	<u>31</u>	
	<u>Laborers</u>	Chipping Gun (under 30 Lbs.)	\$46.57	<u>7A</u>	<u>31</u>	

Grays Harbor						
Grays Harbor	<u>Laborers</u>	Chipping Gun(30 Lbs. And Over)	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Choker Setter	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Chuck Tender	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Clary Power Spreader	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Clean-up Laborer	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Concrete Dumper/chute Operator	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Concrete Form Stripper	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Concrete Placement Crew	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Concrete Saw Operator/core Driller	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Crusher Feeder	\$39.48	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Curing Laborer	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Demolition: Wrecking & Moving (incl. Charred Material)	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Ditch Digger	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Diver	\$48.02	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Drill Operator (hydraulic,diamond)	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Dry Stack Walls	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Dump Person	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Epoxy Technician	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Erosion Control Worker	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Faller & Bucker Chain Saw	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Fine Graders	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Firewatch	\$39.48	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Form Setter	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Gabian Basket Builders	\$46.57	<u>7A</u>	<u>31</u>	

Grays Harbor	<u>Laborers</u>	General Laborer	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Grade Checker & Transit Person	\$48.02	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Grinders	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Grout Machine Tender	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Groutmen (pressure)including Post Tension Beams	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Guardrail Erector	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Hazardous Waste Worker (level A)	\$48.02	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Hazardous Waste Worker (level C)	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	High Scaler	\$48.02	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Jackhammer	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Laserbeam Operator	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Maintenance Person	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Manhole Builder-mudman	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Material Yard Person	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Motorman-dinky Locomotive	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Pavement Breaker	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Pilot Car	\$39.48	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Pipe Layer Lead	\$48.02	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Pipe Layer/tailor	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Pipe Pot Tender	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Pipe Reliner	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Pipe Wrapper	\$47.44	<u>7A</u>	<u>3I</u>	

Grays Harbor	<u>Laborers</u>	Pot Tender	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Powderman	\$48.02	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Powderman's Helper	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Power Jacks	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Railroad Spike Puller - Power	\$47.44	<u>7A</u>	<u>3I</u>	
Grays Harbor	<u>Laborers</u>	Raker - Asphalt	\$48.02	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Re-timberman	\$48.02	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Remote Equipment Operator	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Rigger/signal Person	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Rip Rap Person	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Rivet Buster	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Rodder	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Scaffold Erector	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Scale Person	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Sloper (over 20")	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Sloper Sprayer	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Spreader (concrete)	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Stake Hopper	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Stock Piler	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Tamper (multiple & Self- propelled)	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Timber Person - Sewer (lagger, Shorer & Cribber)	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Toolroom Person (at Jobsite)	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Topper	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Track Laborer	\$46.57	<u>7A</u>	<u>31</u>	
	Laborers	Track Liner (power)	\$47.44	<u>7A</u>	<u>31</u>	

Grays Harbor						
Grays Harbor	<u>Laborers</u>	Traffic Control Laborer	\$42.22	<u>7A</u>	<u>31</u>	<u>8R</u>
Grays Harbor	<u>Laborers</u>	Traffic Control Supervisor	\$42.22	<u>7A</u>	<u>31</u>	<u>8R</u>
Grays Harbor	<u>Laborers</u>	Truck Spotter	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Tugger Operator	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$92.60	<u>7A</u>	<u>31</u>	<u>8Q</u>
Grays Harbor	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$97.63	<u>7A</u>	<u>31</u>	<u>8Q</u>
Grays Harbor	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$101.31	<u>7A</u>	<u>31</u>	<u>8Q</u>
Grays Harbor	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$107.01	<u>7A</u>	<u>31</u>	<u>8Q</u>
Grays Harbor	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$109.13	<u>7A</u>	<u>31</u>	<u>8Q</u>
Grays Harbor	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$114.23	<u>7A</u>	<u>31</u>	<u>8Q</u>
Grays Harbor	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$116.13	<u>7A</u>	<u>31</u>	<u>8Q</u>
Grays Harbor	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$118.13	<u>7A</u>	<u>31</u>	<u>8Q</u>
Grays Harbor	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$120.13	<u>7A</u>	<u>31</u>	<u>8Q</u>
Grays Harbor	Laborers	Tunnel Work-Guage and Lock Tender	\$48.12	<u>7A</u>	<u>31</u>	<u>8Q</u>
Grays Harbor	Laborers	Tunnel Work-Miner	\$48.12	<u>7A</u>	<u>31</u>	<u>8Q</u>
Grays Harbor	Laborers	Vibrator	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	Laborers	Vinyl Seamer	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Watchman	\$35.88	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Welder	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Well Point Laborer	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers</u>	Window Washer/cleaner	\$35.88	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers - Underground Sewer</u> <u>& Water</u>	General Laborer & Topman	\$46.57	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Laborers - Underground Sewer</u> <u>& Water</u>	Pipe Layer	\$47.44	<u>7A</u>	<u>31</u>	
Grays Harbor	<u>Landscape Construction</u>	Irrigation Or Lawn Sprinkler Installers	\$11.50		<u>1</u>	
	Landscape Construction		\$11.50		<u>1</u>	

Grays Harbor		Landscape Equipment Operators Or Truck Drivers				
Grays Harbor	Landscape Construction	Landscaping Or Planting Laborers	\$11.50		1	
Grays Harbor	Lathers	Journey Level	\$56.78	<u>5D</u>	<u>1H</u>	
Grays Harbor	Marble Setters	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Grays Harbor	Metal Fabrication (In Shop)	Fitter	\$15.16		1	
Grays Harbor	Metal Fabrication (In Shop)	Laborer	\$11.50		1	
Grays Harbor	Metal Fabrication (In Shop)	Machine Operator	\$11.50		1	
Grays Harbor	Metal Fabrication (In Shop)	Painter	\$11.50		1	
Grays Harbor	Metal Fabrication (In Shop)	Welder	\$15.16		1	
Grays Harbor	Millwright	Journey Level	\$58.68	<u>5D</u>	<u>4C</u>	
Grays Harbor	Modular Buildings	Cabinet Assembly	\$11.50		1	
Grays Harbor	Modular Buildings	Electrician	\$11.50		1	
Grays Harbor	Modular Buildings	Equipment Maintenance	\$11.50		1	
Grays Harbor	Modular Buildings	Plumber	\$11.50		1	
Grays Harbor	Modular Buildings	Production Worker	\$11.50		1	
Grays Harbor	Modular Buildings	Tool Maintenance	\$11.50		1	
Grays Harbor	Modular Buildings	Utility Person	\$11.50		1	
Grays Harbor	Modular Buildings	Welder	\$11.50		1	
Grays Harbor	<u>Painters</u>	Journey Level	\$41.60	<u>6Z</u>	<u>2B</u>	
Grays Harbor	<u>Pile Driver</u>	Crew Tender	\$52.37	<u>5D</u>	<u>4C</u>	
Grays Harbor	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$71.35	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$76.35	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$80.35	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$85.35	<u>5D</u>	<u>4C</u>	

Grays Harbor	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$87.85	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$92.85	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$94.85	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$96.85	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$98.85	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Pile Driver</u>	Journey Level	\$57.43	<u>5D</u>	<u>4C</u>	
Grays Harbor	<u>Plasterers</u>	Journey Level	\$54.89	<u>7Q</u>	<u>1R</u>	
Grays Harbor	Playground & Park Equipment Installers	Journey Level	\$11.50		1	
Grays Harbor	Plumbers & Pipefitters	Journey Level	\$67.47	<u>5A</u>	<u>1G</u>	
Grays Harbor	Power Equipment Operators	Asphalt Plant Operators	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Assistant Engineer	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Barrier Machine (zipper)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Batch Plant Operator, Concrete	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Bobcat	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Brooms	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Bump Cutter	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Cableways	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Chipper	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Compressor	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators		\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.				
Grays Harbor	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Conveyors	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Cranes Friction: 200 tons and over	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Crusher	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Derricks, On Building Work	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Dozers D-9 & Under	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Drilling Machine	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

Grays Harbor	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Gradechecker/stakeman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Guardrail Punch	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Horizontal/directional Drill Locator	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Horizontal/directional Drill Operator	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Hydralifts/boom Trucks Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Loaders, Plant Feed	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Loaders: Elevating Type Belt	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Locomotives, All	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Material Transfer Device	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Motor Patrol Graders	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
	Power Equipment Operators		\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>

Grays Harbor		Overhead, Bridge Type: 100 Tons And Over				
Grays Harbor	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Pavement Breaker	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Posthole Digger, Mechanical	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Power Plant	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Pumps - Water	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Rigger And Bellman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Rollagon	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Roller, Other Than Plant Mix	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Roto-mill, Roto-grinder	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Saws - Concrete	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Scrapers - Concrete & Carry All	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Service Engineers - Equipment	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Shotcrete/gunite Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
		TONS.				

Grays Harbor	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Slipform Pavers	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Spreader, Topsider & Screedman	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Subgrader Trimmer	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Tower Bucket Elevators	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Transporters, All Track Or Truck Type	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Trenching Machines	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Truck Mount Portable Conveyor	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Welder	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Wheel Tractors, Farmall Type	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators	Yo Yo Pay Dozer	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>

Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Brooms	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Cableways	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Chipper	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Compressor	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Crusher	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>

Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>

Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Rigger And Bellman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
		Roto-mill, Roto-grinder	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>

Grays Harbor	Power Equipment Operators- Underground Sewer & Water					
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>

Grays	Power Equipment Operators-	Welder	\$60.49	7A	<u>3C</u>	8P
Harbor	Underground Sewer & Water	Wetder	J00.47	<u>//</u>	<u> </u>	<u> </u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$48.54	<u>5A</u>	<u>4A</u>	
Grays Harbor	Power Line Clearance Tree Trimmers	Spray Person	\$46.03	<u>5A</u>	<u>4A</u>	
Grays Harbor	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$48.54	<u>5A</u>	<u>4A</u>	
Grays Harbor	Power Line Clearance Tree Trimmers	Tree Trimmer	\$43.32	<u>5A</u>	<u>4A</u>	
Grays Harbor	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$32.68	<u>5A</u>	<u>4A</u>	
Grays Harbor	Refrigeration & Air Conditioning Mechanics	Journey Level	\$27.68		<u>1</u>	
Grays Harbor	Residential Brick Mason	Journey Level	\$11.50		<u>1</u>	
Grays Harbor	Residential Carpenters	Journey Level	\$24.72		<u>1</u>	
Grays Harbor	Residential Cement Masons	Journey Level	\$20.00		<u>1</u>	
Grays Harbor	Residential Drywall Applicators	Journey Level	\$42.86	<u>5D</u>	<u>4C</u>	
Grays Harbor	Residential Drywall Tapers	Journey Level	\$19.02		<u>1</u>	
Grays Harbor	Residential Electricians	Journey Level	\$31.28	<u>5A</u>	<u>1B</u>	
Grays Harbor	Residential Glaziers	Journey Level	\$28.06	<u>5R</u>	<u>1Z</u>	
Grays Harbor	Residential Insulation Applicators	Journey Level	\$11.50		<u>1</u>	
Grays Harbor	Residential Laborers	Journey Level	\$21.54		<u>1</u>	
Grays Harbor	Residential Marble Setters	Journey Level	\$11.50		<u>1</u>	
Grays Harbor	Residential Painters	Journey Level	\$11.50		<u>1</u>	
Grays Harbor	Residential Plumbers & Pipefitters	Journey Level	\$20.40		<u>1</u>	
Grays Harbor	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$11.50		<u>1</u>	
Grays Harbor	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$44.56	<u>7F</u>	<u>1R</u>	
Grays Harbor	Residential Soft Floor Layers	Journey Level	\$47.61	<u>5A</u>	<u>3D</u>	
Grays Harbor	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$15.03		<u>1</u>	
	Residential Stone Masons	Journey Level	\$11.50		<u>1</u>	

Grays Harbor						
Grays Harbor	Residential Terrazzo Workers	Journey Level	\$11.50		<u>1</u>	
Grays Harbor	Residential Terrazzo/Tile Finishers	Journey Level	\$11.50		<u>1</u>	
Grays Harbor	Residential Tile Setters	Journey Level	\$11.50		<u>1</u>	
Grays Harbor	Roofers	Journey Level	\$12.00		<u>1</u>	
Grays Harbor	Sheet Metal Workers	Journey Level (Field or Shop)	\$78.17	<u>7F</u>	<u>1E</u>	
Grays Harbor	Sign Makers & Installers (Electrical)	Journey Level	\$18.04		<u>1</u>	
Grays Harbor	Sign Makers & Installers (Non- Electrical)	Journey Level	\$18.04		<u>1</u>	
Grays Harbor	<u>Soft Floor Layers</u>	Journey Level	\$47.61	<u>5A</u>	<u>3D</u>	
Grays Harbor	Solar Controls For Windows	Journey Level	\$11.50		<u>1</u>	
Grays Harbor	Sprinkler Fitters (Fire Protection)	Journey Level	\$31.00		<u>1</u>	
Grays Harbor	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		<u>1</u>	
Grays Harbor	Stone Masons	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Grays Harbor	Street And Parking Lot Sweeper Workers	Journey Level	\$16.00		<u>1</u>	
Grays Harbor	<u>Surveyors</u>	Assistant Construction Site Surveyor	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	<u>Surveyors</u>	Chainman	\$58.93	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	<u>Surveyors</u>	Construction Site Surveyor	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Grays Harbor	Telecommunication Technicians	Journey Level	\$45.07	<u>7E</u>	<u>1E</u>	
Grays Harbor	<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$38.84	<u>5A</u>	<u>2B</u>	
Grays Harbor	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$21.45	<u>5A</u>	<u>2B</u>	
Grays Harbor	<u>Telephone Line Construction - Outside</u>	Installer (Repairer)	\$37.21	<u>5A</u>	<u>2B</u>	
Grays Harbor	Telephone Line Construction - Outside	Special Aparatus Installer I	\$38.84	<u>5A</u>	<u>2B</u>	
Grays Harbor	Telephone Line Construction - Outside	Special Apparatus Installer II	\$38.03	<u>5A</u>	<u>2B</u>	
Grays Harbor	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Heavy)	\$38.84	<u>5A</u>	<u>2B</u>	
Grays Harbor	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$36.09	<u>5A</u>	<u>2B</u>	
		Telephone Lineperson	\$36.09	<u>5A</u>	<u>2B</u>	

Grays Harbor	<u>Telephone Line Construction - Outside</u>					
Grays Harbor	Telephone Line Construction - Outside	Television Groundperson	\$20.33	<u>5A</u>	<u>2B</u>	
Grays Harbor	Telephone Line Construction - Outside	Television Lineperson/Installer	\$27.21	<u>5A</u>	<u>2B</u>	
Grays Harbor	Telephone Line Construction - Outside	Television System Technician	\$32.55	<u>5A</u>	<u>2B</u>	
Grays Harbor	Telephone Line Construction - Outside	Television Technician	\$29.18	<u>5A</u>	<u>2B</u>	
Grays Harbor	Telephone Line Construction - Outside	Tree Trimmer	\$36.09	<u>5A</u>	<u>2B</u>	
Grays Harbor	Terrazzo Workers	Journey Level	\$51.36	<u>5A</u>	<u>1M</u>	
Grays Harbor	<u>Tile Setters</u>	Journey Level	\$51.36	<u>5A</u>	<u>1M</u>	
Grays Harbor	Tile, Marble & Terrazzo Finishers	Finisher	\$42.19	<u>5A</u>	<u>1B</u>	
Grays Harbor	Traffic Control Stripers	Journey Level	\$44.93	<u>7A</u>	<u>1K</u>	
Grays Harbor	Truck Drivers	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$52.70	<u>5D</u>	<u>3A</u>	<u>8L</u>
Grays Harbor	Truck Drivers	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$51.86	<u>5D</u>	<u>3A</u>	<u>8L</u>
Grays Harbor	Truck Drivers	Dump Truck	\$17.98		<u>1</u>	
Grays Harbor	Truck Drivers	DUMP TRUCK AND TRAILER	\$17.98		1	
Grays Harbor	Truck Drivers	Other Trucks (W. WA-Joint Council 28)	\$52.70	<u>5D</u>	<u>3A</u>	<u>8L</u>
Grays Harbor	Truck Drivers	Transit Mixer	\$20.92		<u>1</u>	
Grays Harbor	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$11.60		<u>1</u>	
Grays Harbor	Well Drillers & Irrigation Pump Installers	Oiler	\$11.50		<u>1</u>	
Grays Harbor	Well Drillers & Irrigation Pump Installers	Well Driller	\$11.60		<u>1</u>	

Washington State Department of Labor and Industries Policy Statement (Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

- 1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
- 2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
- 3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
- 4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
- 5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
- 6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

WSDOT's Predetermined List for Suppliers - Manufactures - Fabricator

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

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

ITEM DESCRIPTION

YES

NO

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

	ITEM DESCRIPTION	YES	NO
27.	Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28.	 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A 	x	
29.	Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
30.	Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
31.	Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	x	
32.	Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
33.	Monument Case and Cover See Std. Plan.		X

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

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

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

See RCW 39.12.010

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

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

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries. The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

- (1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.
- (2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:
- (a) They deliver or discharge any of the above-listed materials to a public works project site:
- (i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or
 - (ii) At multiple points at the project; or
 - (iii) Adjacent to the location and coordinated with the incorporation of those materials.
- (b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.
- (c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).
- (d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.,) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.
- (e) They deliver concrete to a public works site regardless of the method of incorporation.
- (f) They assist or participate in the incorporation of any materials into the public works project.

- (3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.
- (4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.
- (a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.
- (b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.
- (5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

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

Overtime Codes

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

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

Overtime Codes Continued

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

Overtime Codes Continued

- 2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
 - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, tenhour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
- 3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
 - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Overtime Codes Continued

- 3. D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
 - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- 4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
 - C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

Overtime Codes Continued

4. D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- 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.

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).

Holiday Codes Continued

- 5. 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).
 - T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
 - E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
 - G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).

Holiday Codes Continued

- 6. H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
 - I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
 - 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.

Holiday Codes Continued

- 7. 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.
 - M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
 - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
 - Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
 - R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
 - S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Holiday Codes Continued

T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Note Codes

- 8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
 - L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
 - M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
 - N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
 - P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
 - Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
 - R. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
 - S. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
 - T. Effective August 31, 2012 A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

Note Codes Continued

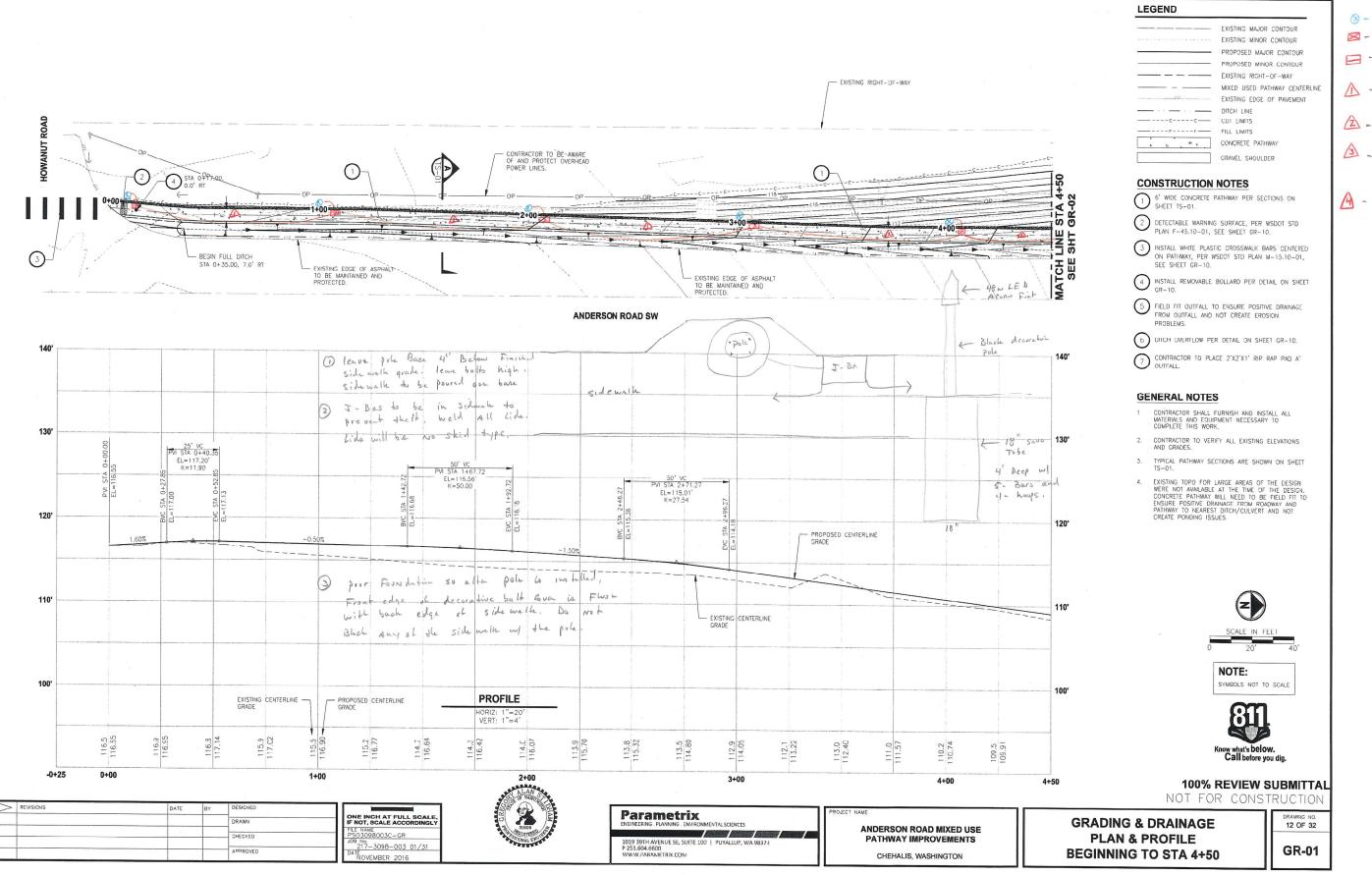
- 8. U. Workers on hazmat projects receive additional hourly premiums as follows Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and 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'.

Appendix C

Travers Electric Illumination Design



N - 15' decoration pole ul 46m

LED FRANCE

LIED FRANCE

Type I NON Skid JBA

- Tipe I NON Skill J. BON

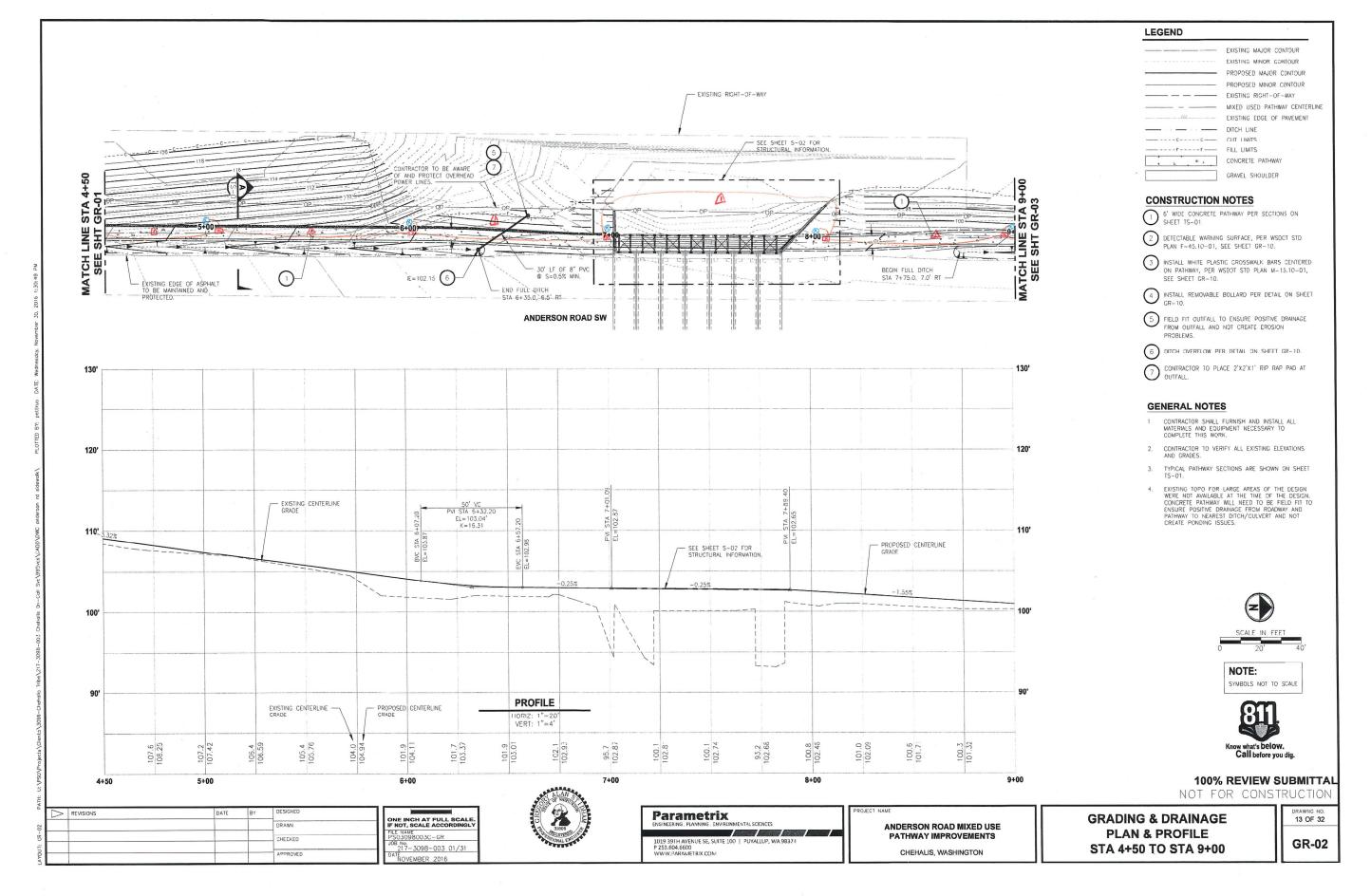
1 - 2" PVZ W/ 2. #6 USE 1- #6 base good

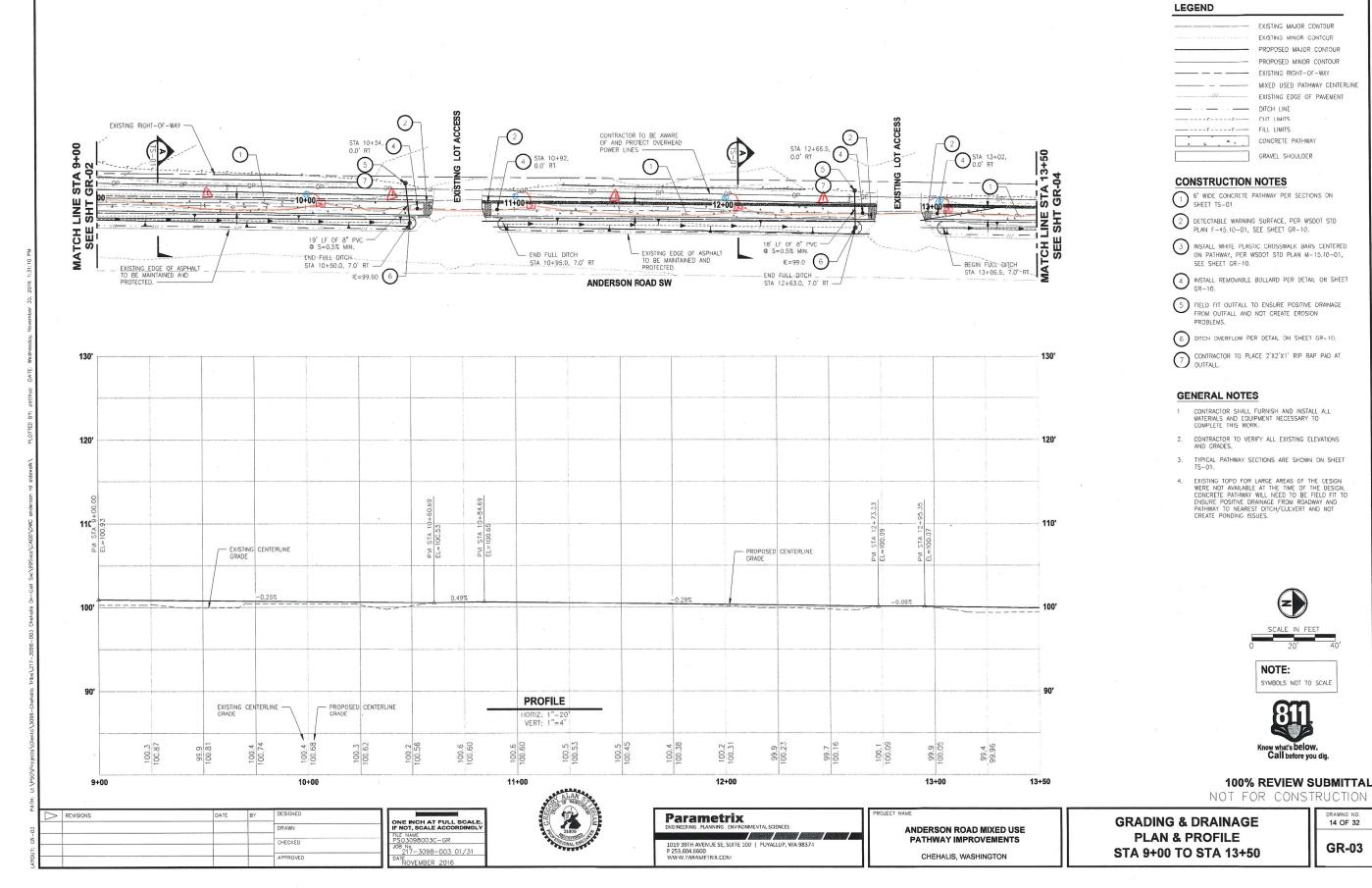
1 = 2" PUE W/ 2- #8 USE

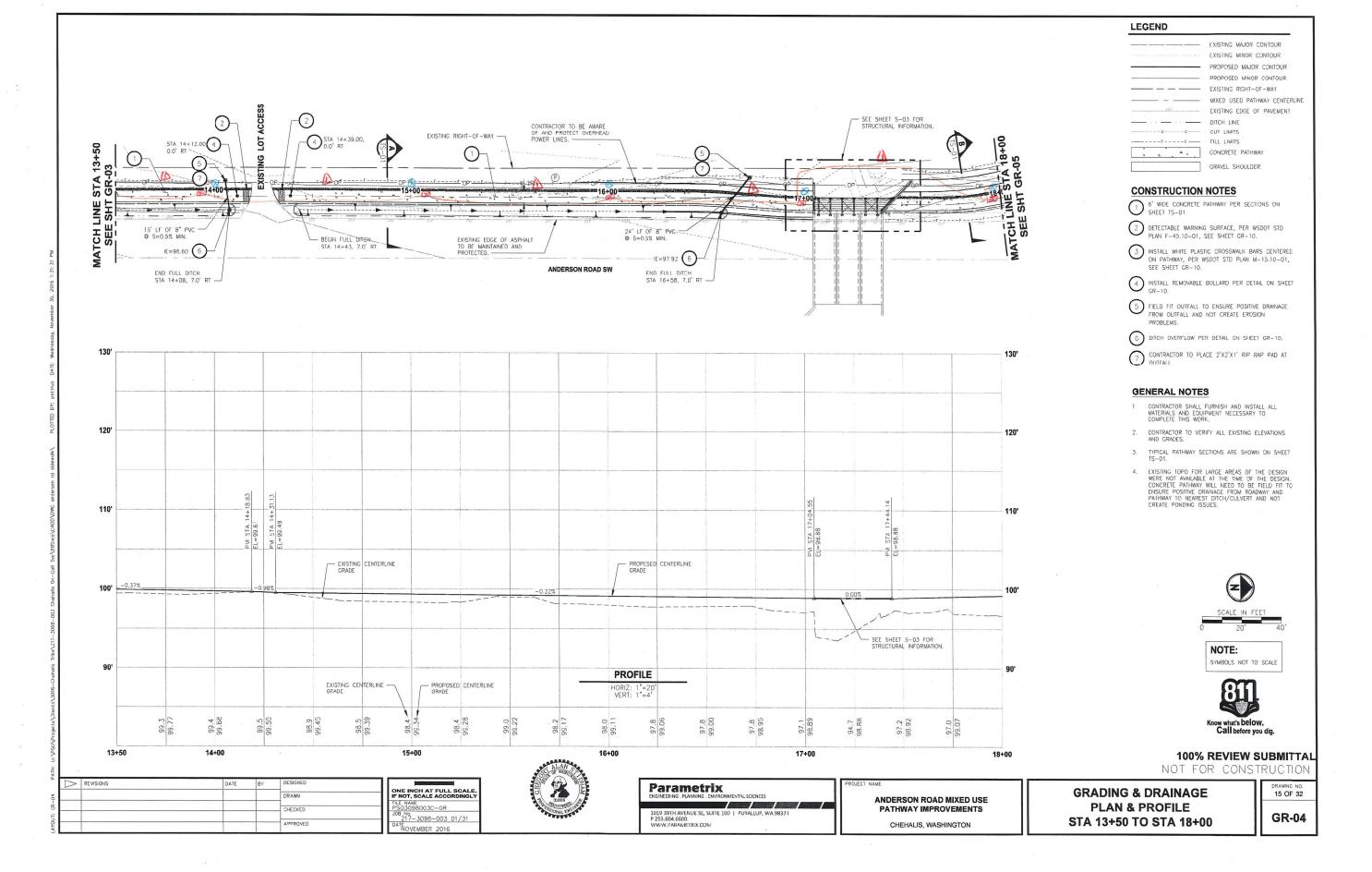
1- #8 bare and

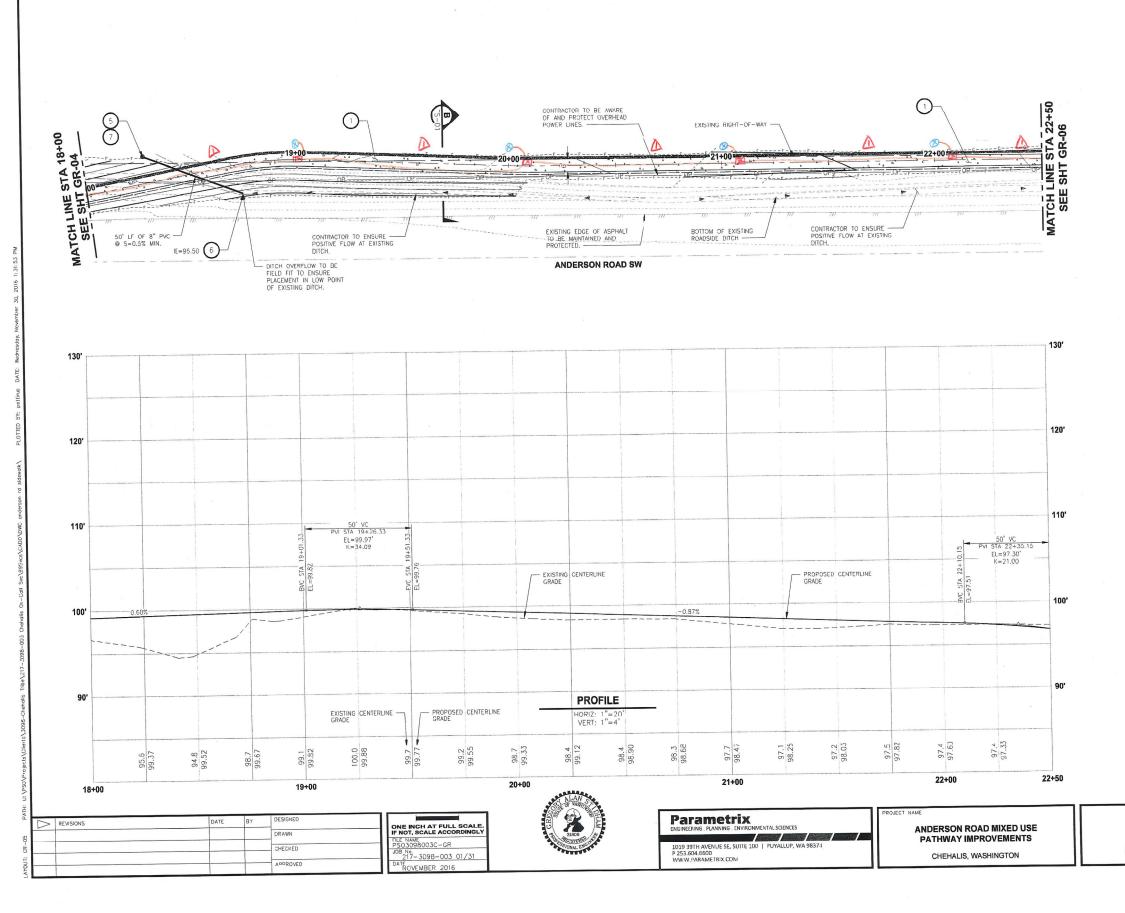
3 - 1-2" PVE W/ 3-#2 a THHN

A - 2" PEC W/ 2-#8, 2-#6, 1-#6









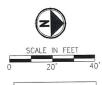
LEGEND -- FXISTING MAJOR CONTOUR - PROPOSED MAJOR CONTOUR - PROPOSED MINOR CONTOUR - EXISTING RIGHT-OF-WAY MIXED USED PATHWAY CENTERLINE ___ DITCH LINE ----F----FILL LIMITS CONCRETE PATHWAY

CONSTRUCTION NOTES

- 6' WIDE CONCRETE PATHWAY PER SECTIONS ON SHEET TS-01.
- 2 DETECTABLE WARNING SURFACE, PER WSDOT SID PLAN F-45.10-01, SEE SHEET GR-10.
- 3 INSTALL WHITE PLASTIC CROSSWALK BARS CENTERED ON PATHWAY, PER WSDOT STD PLAN M-15.10-01, SEE SHEET GR-10.
- 4 INSTALL REMOVABLE BOLLARD PER DETAIL ON SHEET GR-10.
- 5) FIELD FIT OUTFALL TO ENSURE POSITIVE DRAINAGE FROM OUTFALL AND NOT CREATE EROSION PROBLENS.
- 6 DITCH OVERFLOW PER DETAIL ON SHEET GR-10.
- OUTFALL.

GENERAL NOTES

- CONTRACTOR SHALL FURNISH AND INSTALL ALL MATERIALS AND EQUIPMENT NECESSARY TO COMPLETE THIS WORK.
- CONTRACTOR TO VERIFY ALL EXISTING ELEVATIONS AND GRADES.
- TYPICAL PATHWAY SECTIONS ARE SHOWN ON SHEET TS-01.
- 4. EXISTING TOPO FOR LARGE AREAS OF THE DESIGN WERE NOT AVAILABLE AT THE TIME OF THE DESIGN. CONCRETE PATHWAY WILL NEED TO BE FIELD FIT TO ENSURE POSITIVE DRAINAGE FROM ROADWAY AND PATHWAY TO NEAREST DITCH/CULVERT AND NOT CREATE PONDING ISSUES.



NOTE: SYMBOLS NOT TO SCALE

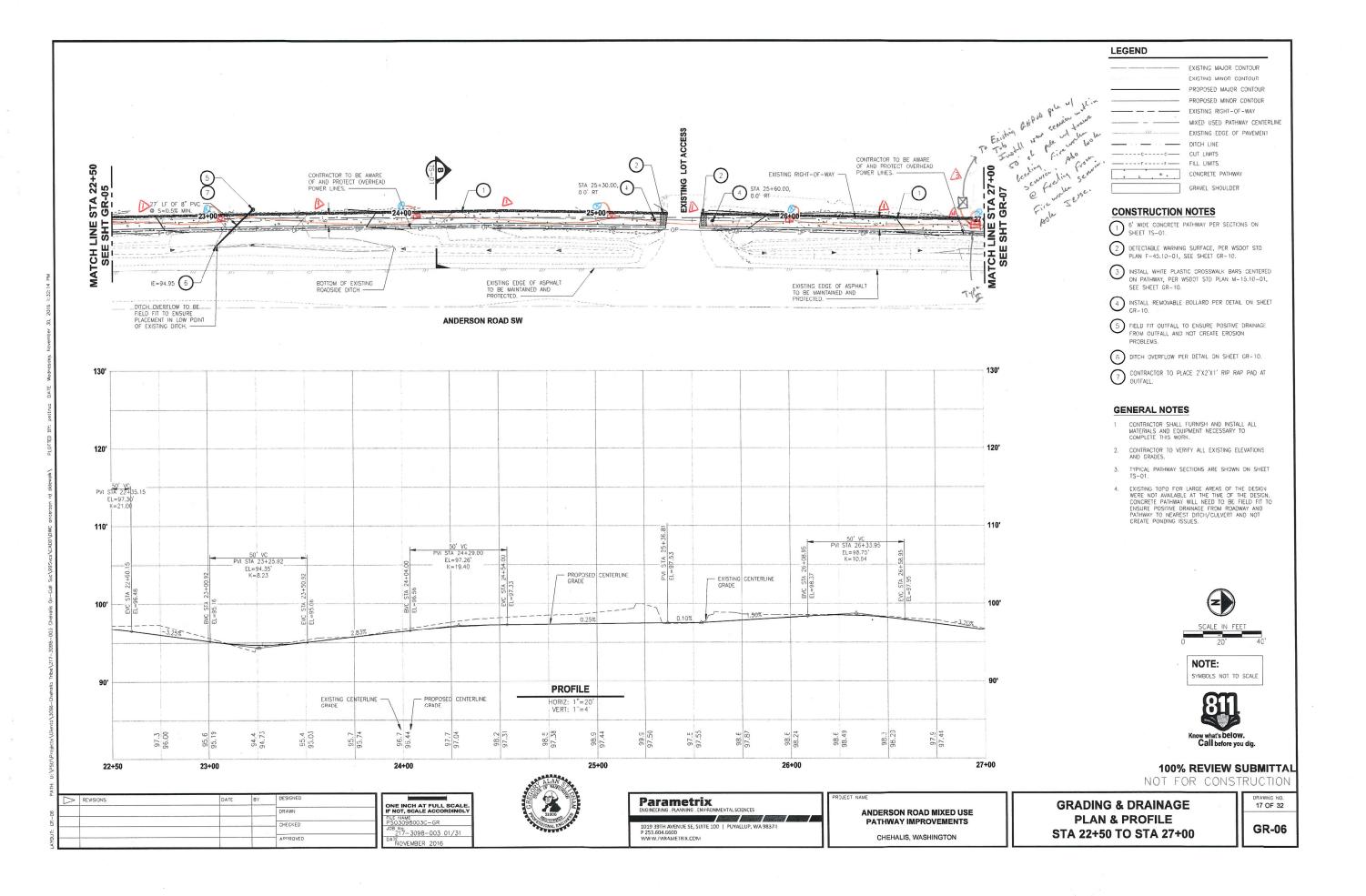


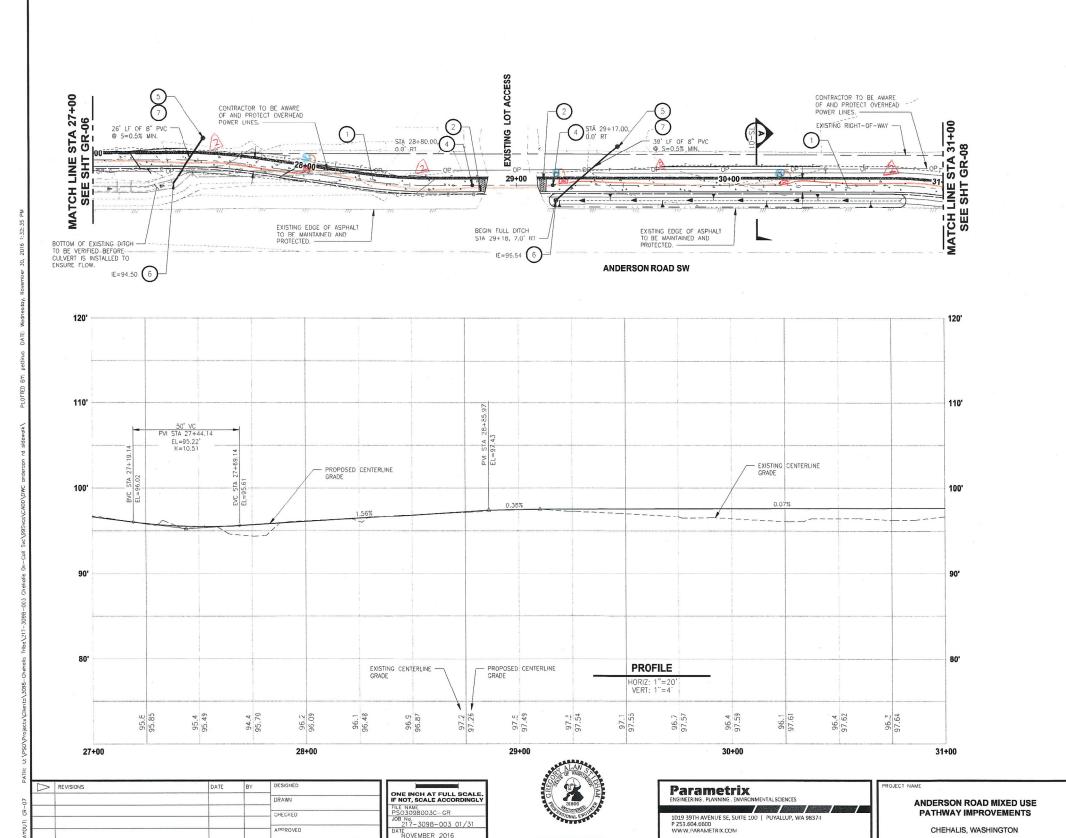
100% REVIEW SUBMITTAL NOT FOR CONSTRUCTION

16 OF 32

GR-05

GRADING & DRAINAGE PLAN & PROFILE STA 18+00 TO STA 22+50





EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR
PROPOSED MAJOR CONTOUR
PROPOSED MINOR CONTOUR
EXISTING RIGHT-OF-WAY
MIXED USED PATHWAY CENTERLINE
EXISTING EDGE OF PAVEMENT
DITCH LINE
CUT LIMITS
FILL LIMITS
GRAVEL SHOULDER

CONSTRUCTION NOTES

- 6' WIDE CONCRETE PATHWAY PER SECTIONS ON SHEET TS-01.
- 2 DETECTABLE WARNING SURFACE, PER WSDOT STD PLAN F-45.10-01, SEE SHEET GR-10.
- 3 INSTALL WHITE PLASTIC CROSSWALK BARS CENTERED ON PATHWAY, PER WSDOT STD PLAN M-15.10-01, SEE SHEET GR-10.
- 4 INSTALL REMOVABLE BOLLARD PER DETAIL ON SHEET GR-10.
- 5) FIELD FIT OUTFALL TO ENSURE POSITIVE DRAINAGE FROM OUTFALL AND NOT CREATE EROSION PROBLEMS.
- 6 DITCH OVERFLOW PER DETAIL ON SHEET GR-10.
- OUTFALL.

GENERAL NOTES

- CONTRACTOR SHALL FURNISH AND INSTALL ALL MATERIALS AND EQUIPMENT NECESSARY TO COMPLETE THIS WORK.
- CONTRACTOR TO VERIFY ALL EXISTING ELEVATIONS AND GRADES.
- TYPICAL PATHWAY SECTIONS ARE SHOWN ON SHEET TS-01.
- 4. EXISTING TOPO FOR LARGE AREAS OF THE DESIGN WERE NOT AVAILABLE AT THE TIME OF THE DESIGN. CONCRETE PATHWAY WILL NEED TO BE FIELD FIT TO ENSURE POSITIVE DRAINAGE FROM ROADWAY AND PATHWAY TO NEAREST DITCH/CULVERT AND NOT CREATE PONDING ISSUES.

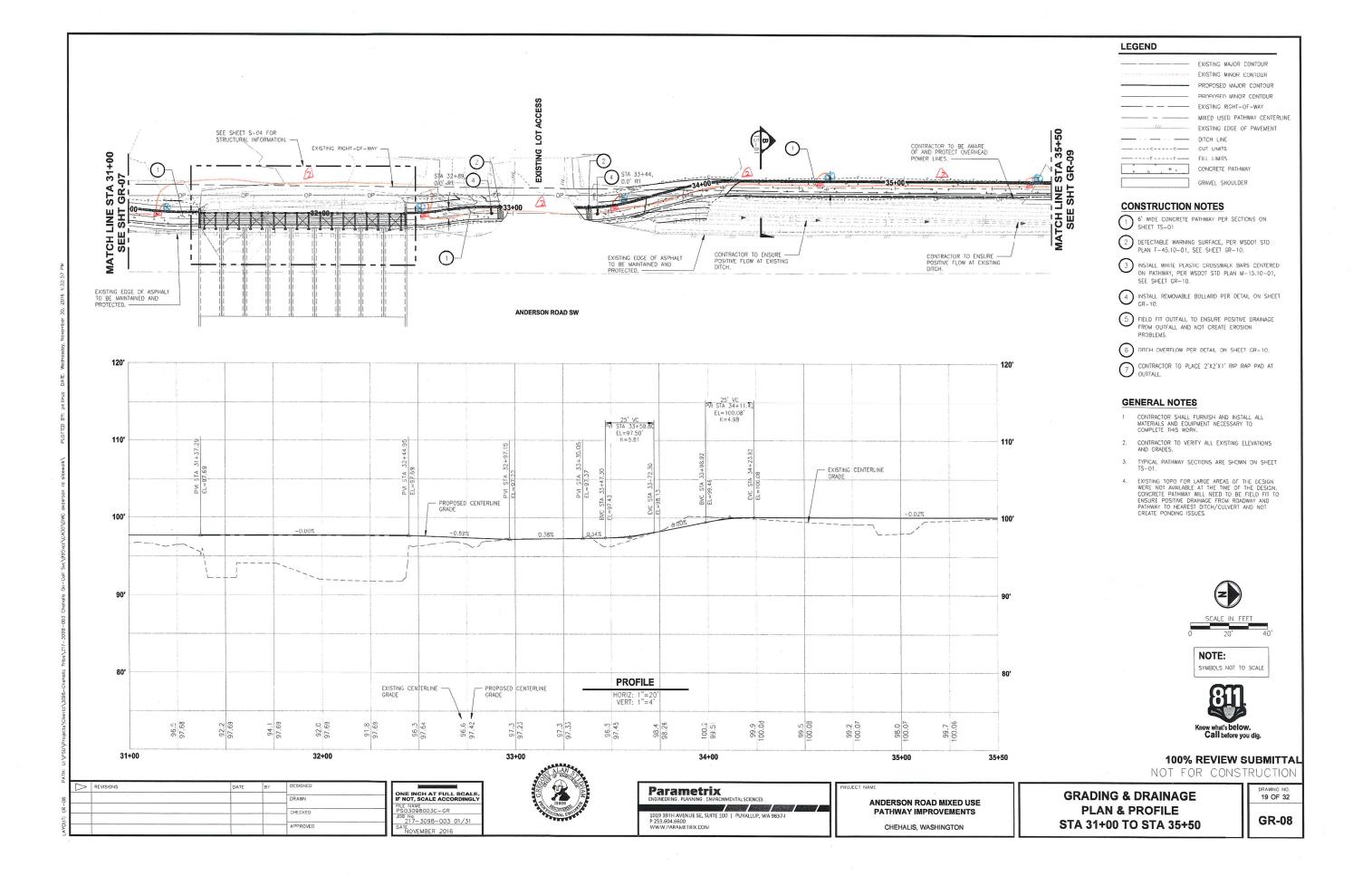


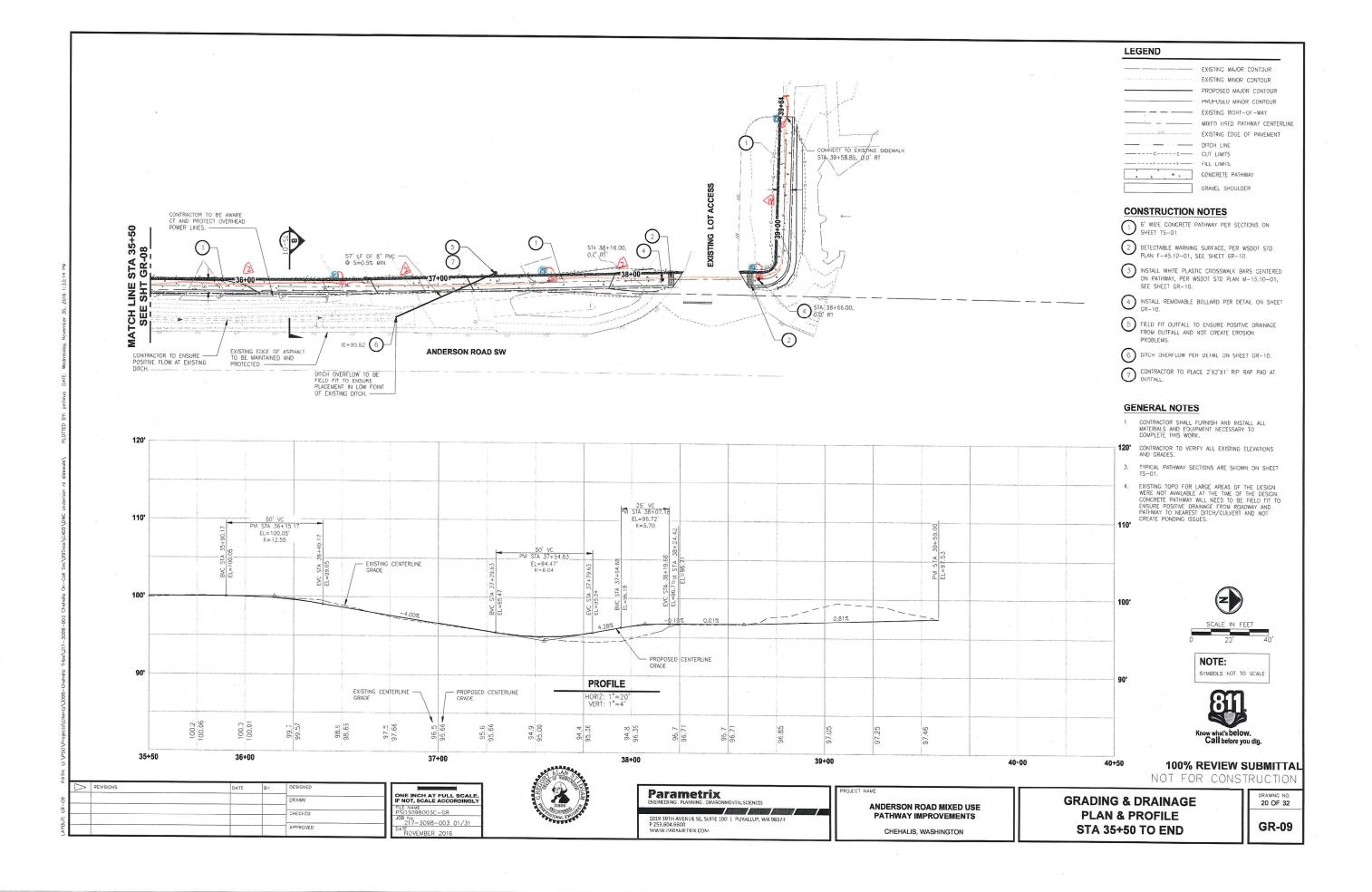
NOTE: SYMBOLS NOT TO SCALE



100% REVIEW SUBMITTAL NOT FOR CONSTRUCTION

GRADING & DRAINAGE PLAN & PROFILE STA 27+00 TO STA 31+00 DRAWING NO. 18 OF 32





Appendix D

Contract

(Informational Only)

Contract

Performance Bond

Payment Bond

Change Order



Confederated Tribes of the Chehalis Reservation CONSTRUCTION CONTRACT

for the

Anderson Road Sidewalk

This Contract is made by and between the Confederated Tribes of the Chehalis Reservation, (Tribe) and, XXXXX(Contractor). This Contract is for work to be performed (the work) for the Anderson Road Sidewalk (the Project), and to afford safe, healthy, and sound construction for the Tribe in compliance with applicable Tribal and federal laws, rules, and regulations.

Contractor, in consideration for the payment of the sum indicated on the attached Scope of Work, which by this reference is made a part hereof, and in consideration for the other covenants and agreements herein contained, agrees to perform and complete the work according to the terms and conditions herein described:

1. Contract Schedule.

- A. Upon receipt of a written Notice to Proceed from Tribe, Contractor shall diligently pursue completion of and accomplish all the work for the Project as indicated in the attached Scope of Work and Project Specifications, which are made a part hereof and are incorporated as part of this Contract.
- B. Notwithstanding any term to the contrary in the Scope of Work and Project Specifications, the Scope of Work required by this Contract shall be completed no later than XXXXXXXXX. Contractor understands that the Tribe intends to open the Sidewalk on XXXXXXX. Therefore, all Punch List items shall be completed no later than XXXXXXXX.

C. Excusable delays.

- (1) The Contractor shall not be considered to have failed to perform and complete work on schedule under this Contract if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (2) If Contractor's failure to perform and complete work on schedule is caused by the failure of a subcontractor to perform, such failure shall not result in an excusable

- delay unless the failure arises out of a cause beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either of them.
- (3) The Contractor shall within ten (10) days from the beginning of a delay in schedule notify the Tribe in writing of the delay and the cause of the delay. The Tribe shall ascertain the facts and extent of such delay and, if it determines that any failure to perform and complete work on schedule was occasioned by a cause beyond Contractor's control, the contract schedule shall be revised accordingly.
- D. Upon completion of all work, Contractor shall deliver a written Notice of Substantial Completion to Tribe. Tribe's Contract Representative or his or her designee shall then conduct an inspection of the work and produce a list of non-conforming items (Punch List). Contractor shall immediately correct all Punch List items and request reinspection. Upon satisfactory completion of all Punch List items, Tribe shall provide a Notice of Final Acceptance. Contractor shall then submit an invoice for final payment of Contractor's fee along with As-Built drawings for project. The date of completion for the purposes of the warranty granted herein shall be the date of Tribe's Notice of Final Acceptance.
- 2. Contract Documents. The Contract Documents attached hereto and hereby incorporated herein describe the entire scope and detail of the work to be performed by the Contractor, and the terms and conditions under which such work is to be performed. The Contract Documents consist of the following:
 - A. This Construction Contract;
 - B. Contractor Proposal/Bid Package dated XXXXXX;
 - C. Project Drawings/Specifications dated XXXXXX, as prepared by Parametrix INC.;
 - D. Change Order Form;

Contract Representatives. The Contract Officer for the Tribe is Planning Director, Amy Loudermilk. The Contract Representative/Primary Point-of-Contact for the Tribe on this project is Planning Department Transportation Planner, Bryan Sanders. The Contract Representative for the Contractor is XXXXX. All notices to the parties shall be directed through the Contract Representatives.

According to the bid proposal schedule of prices

The basis for payment will be the actual quantities of work performed according to the Contract Documents and as specified for payment.

being complete. Contractor shall provide all warranties, lien waivers, and project as-builts as specified prior to final payment. Invoices must have the following to constitute being a valid invoice: Business name, business address and contact phone number; invoice date; and description of services/goods provided such as unit price, quantity, freight charges, total price of the product or service, length of service including total hours per day, per worker, description of service/goods.

- 5. Contract Amendments. Amendments to this Contract shall only be made in writing and as agreed to and executed by the parties, except that certain changes may be made to the Scope of Work by valid Change Order as described below.
- 6. Change Orders. Changes to the work at the request of the Tribe after the commencement of construction shall be documented and approved using the attached "Change Order" form. Such changes are not valid and are not compensable unless they are documented on the required form, are duly authorized by the Contract Representatives of both parties, and are added to the contract file. The additional cost, if any, of Change Order work shall be clearly stated on the Change Order form and shall be paid on the same payment schedule as other work. If the Change Order work will result in a change to the project schedule, such change must also be noted and agreed on the Change Order form.
- 7. Contractor's Work. Contractor shall furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor for the completion of the work unless otherwise specified in the Contract documents.
- 8. Licenses, Permits, and Inspections. Contractor shall obtain and maintain all required licenses or permits and meet all requirements of applicable Tribal, State, and/or Federal laws and regulations for the successful completion of the Project. Contractor and all sub-contractors may not commence work until all required tribal licenses are obtained, including without limitation a Chehalis Tribal Business License (application fee \$50.00). Contractor's work must pass the inspection of the Tribe's Building Inspector. Contractor will provide to Tribe copies of its valid Contractor's License and Workers Compensation, Bonding, and Insurance Certificates issued by the State of Contractor's residence.
- 9. Assignment. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign any right, interest or obligation under this Contract, without obtaining the prior written approval of the Tribe.
- 10. Warranty. Contractor warrants that all materials used will be new and of good quality unless use of other materials is approved in writing by the Tribe, that all work will be free of defects in workmanship, and that the work will conform to the conditions of this Contract. This warranty is for a period of twelve (12) months following the date of the Notice of Final Acceptance. Warranty claims shall be submitted to Contractor in writing within the twelve (12) month warranty period. Contractor is obligated to respond to all such claims and perform corrective work on such claims brought during the warranty period, whether corrective work occurs during or after the warranty period.

- 11. Breach and Cure. Upon breach of any provision of this Contract by either party, the non-breaching party shall deliver written notice of breach and demand for cure to the breaching party. The breaching party shall immediately commence curative efforts and shall diligently continue such efforts until cure of the breach.
- 12. Termination. In event of contract termination by any of the following provisions, the parties agree to provide notification in writing of the reason(s) for termination and the effective date.
 - A. Termination for Cause. The Tribe, by written notice of default (including breach of contract) to the Contractor may immediately terminate the whole or any part of this Contract if Contractor fails to perform in the manner called for by this Contract; or fails to provide the services within the time specified herein, or otherwise breaches any of the other provisions of this Contract; or fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and does not correct such failures in a timely manner.
 - B. Termination for Bankruptcy or Insolvency. The Tribe may immediately terminate this Contract if Contractor files for bankruptcy or is involuntarily declared to be bankrupt or insolvent according to law, or if an assignment of Contractor's property shall be made for the benefit of creditors. The Tribe may thereupon remove Contractor and his effects, forcibly if necessary, without being deemed liable for trespass and without prejudice to any other remedy which Tribe may use at its discretion.
 - C. Termination for convenience. This Contract may be terminated in whole or in part if the Tribe and Contractor agree that continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties will agree upon termination conditions, including effective date, and in the case of partial termination, the portions of the Contract to be terminated.
 - D. Termination in Event of Damaged or Destroyed Property. Either party may terminate this Contract if the property is substantially damaged or destroyed by fire, natural disaster or causes other than by deliberate acts or negligence by the Contractor.
- 13. Rights not exclusive. The rights and remedies of the Tribe provided in Sections 11 and 12 related to defaults by the Contractor shall not be exclusive and are in addition to any other rights or remedies provided by law or under this Contract.
- 14. Compensation in Event of Termination. If the Contract is terminated for reasons identified in Section 12 above, the Tribe will compensate the Contractor proportionately for the work that has been satisfactorily completed up to the date of termination. The Tribe in accordance with generally accepted standards of the trade will determine whether work is satisfactory. Should the Tribe terminate the Contract for cause, the Tribe may in addition to other remedies withhold any funds due to Contractor that are required to correct Contractor's non-

conforming work or to otherwise pay for damages caused by Contractor's non-conforming work.

- 15. Copeland Act. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 USC § 847) as supplemented in U.S. Department of Labor Regulations, (29 CFR Part 3) and shall not induce by any means any person employed in the Project to give up any part of the compensation to which he or she is otherwise entitled.
- 16. Insurance. The Contractor shall obtain and keep in force policies of insurance from the execution date of this Contract to the date of final acceptance by the Tribe (unless otherwise indicated) and, except for Commercial Automobile Liability, during the period of any required warrantee, as follows:
 - Commercial General Liability (CGL) Insurance with minimum limits of \$1,000,000 per occurrence and in the aggregate for each 1-year policy period. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate.
 - Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in providing the goods and services or the performance of the Work, with a combined single limit of not less than \$1,000,000 per occurrence. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate.
 - Employer's Liability Insurance providing bodily injury and disease liability coverage with a combined single limit of \$1,000,000 by Accident Each Accident, Disease Policy Limit and Disease Each Employee in connection with providing the goods and services, or performance of the Work. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than\$1,000,000 per occurrence and in the aggregate.

The Contractor shall furnish the Tribe with a Certificate of Insurance evidencing the insurance coverages set forth above (i.e. ACORD Form 25 or other form deemed acceptable by the Tribe) prior to beginning any services or performing any work under this Contract. The Certificate must explicitly name the "Confederated Tribes of the Chehalis Reservation," including all commissioners, officers and employees of the Tribe, and their respective members, directors, officers, employees, agents, consultants, etc. as an Additional Insured for all policies and coverages. The certificate and its policy shall not contain any clauses, conditions and/or statements that limit coverages, or require arbitration or alternative dispute resolution applicable to disputes between the insurer and its insureds.

The insurer(s) shall give notice to the Tribe by certified mail, at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy.

By requiring the minimum insurance amounts above, the Tribe shall not be deemed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate, maintain greater limits and/or broader coverage. The Contractor shall also have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

- 17. Applicable Law. It is expressly understood that the laws of the Tribe, including without limitation Chehalis Tribal Code Chapter 11.10–Construction Safety, and where applicable Federal laws shall govern this Contract.
- 18. Disputes. All reasonable efforts will be made to negotiate and resolve disputes between the Tribe and the Contractor. If, however, resolution cannot be achieved, the Contractor consents to the exclusive jurisdiction of the Chehalis Tribal Court, and any litigation necessary to enforce the obligations of either party under this Contract must be brought into the Chehalis Tribal Court to the extent jurisdiction obtains. Both as to interpretation and performance, the laws of the Tribe shall govern this Contract; in the absence of tribal law, federal law applies. Nothing in this Contract shall be construed to constitute a waiver of the Tribe's sovereign immunity.
- 19. Liens. Contractor shall promptly, as due, make payments of all debts, dues, demands and obligations incurred in the performance of this Contract and shall not permit any lien or claim to be filed or prosecuted against the Tribe.
- 20. Indemnity. Contractor shall indemnify and hold Tribe harmless from any and all claims, causes of action, losses, damages, expenses, and fees, including without limitation attorney's fees, arising out of Contractor's performance of the work.
- 21. Severability. If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Contract.
- 22. Native Preference. For all tribally-owned projects, Contractor and all sub-contractors shall exercise Native Preference and Chehalis Tribal Preference according to the Chehalis Tribal Procurement Policies in hiring staff or engaging subcontractors for the completion of the Project. The Tribe's Planning Department shall assist Contractor in exercising this preference by providing copies of relevant policy sections and at Contractor's request by advising Contractor with regard to hiring or engagement of subcontractors.
- 23. Taxes. Contractor acknowledges that Washington State sales and excise taxes may not be charged on the delivery of the goods and/or services described under this Contract to the Chehalis Tribe in Indian Country, and shall not include any Washington or other state sales or excise tax in the fees charged under this Contract.
- 24. Records. Contractor shall retain for not less than three (3) years all financial and other records pertinent to this Contract and make such records available to agents of the Tribe and

to agents of any federal agency identified by the Tribe or by the Comptroller General of the United States, for the purpose of conducting an audit.

- 25. Relationship. Nothing in this Contract shall be construed to create any relationship of joint venture, partnership, employment, agency, or any other relationship between the parties. Contractor is solely responsible for compliance with any and all laws and regulations applicable to Contractor, and for payment of any self-employment or other taxes that may apply to Contractor's earnings resulting from performance of this Contract.
- 26. Drugs and Alcohol. Contractor shall maintain and enforce adequate policies to ensure that all of Contractor's employees, representatives, agents and subcontractors maintain a drug-and-alcohol-free working environment while performing the work. The use of drugs or alcohol by Contractor or any of Contractor's employees, agents, or subcontractors while providing services under this Contract, or the performance of services under this Contract by such persons while under the influence of drugs or alcohol, shall constitute a material breach of this Contract. In the event of such a breach, the Chehalis Tribe may terminate this Contract immediately by giving verbal or written notice to Contractor or to Contractor's senior on-site agent or employee.
- 27. Exclusion. The Chehalis Tribe maintains the inherent authority to remove and exclude from the territory of the Chehalis Tribe, which includes the Chehalis Reservation and tribal trust lands, any person who is not an enrolled Chehalis tribal member whose presence in the Tribe's territory may be injurious to the peace, health, or welfare of the Chehalis Tribe. Contractor shall maintain and enforce adequate internal policies and procedures to ensure that neither Contractor, nor any of Contractor's employees, agents, or subcontractors who enter the Tribe's territory pursuant to this Contract, shall have been convicted of a "sex offense" requiring registration as a "sex offender," as those terms are defined under the laws of the United States, Chehalis tribal law, or the law of any tribe or state. The presence of such a person in the Tribe's territory on Contractor's behalf under this Contract shall constitute a material breach of this Contract. In the event of such a breach, the Chehalis Tribe may terminate this Contract immediately by giving verbal or written notice to Contractor or to Contractor's senior on-site agent or employee. The Chehalis Tribe reserves the right to confirm Contractor's compliance with this provision by conducting a criminal background check of Contractor and any of Contractor's employees, agents, or subcontractors who perform work within the territory of the Chehalis Tribe under this Contract.

28. Notice. Notices required to be delivered in writing shall be delivered to the following addresses:

To Contractor:	To Tribe:
XXXXXXX ATTN: XXXXX XXXXXXXX XXXXXXXX	By mail Chehalis Planning ATTN: Bryan Sanders PO Box 536 Oakville, WA 98568
XXXXXXX	By email bryan.sanders@chehalistribe.org

- 29. Construction of Contract Terms. The language in this Contract shall be interpreted as to its fair meaning. The headings in this Contract are for convenience and are not intended to affect contract construction or interpretation. Any reference to paragraphs, sub-paragraphs, sections, or subsections are to those parts of this Contract, unless the context clearly indicates otherwise. Both parties have had the opportunity to consult legal counsel of their own choosing. Any rule of construction that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
- 30. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original hereof and which shall be effective upon both parties' receipt of a copy executed by the duly authorized representative of each party. The signatories hereto represent and warrant that they are authorized to execute this Contract on behalf of their respective parties.

Confederated Tribes of the Chehalis Reservation	XXXXXXXXXXXX (Contractor)			
General Manager,	XXXXXXXXXX			
Date:	Date:			



Performance Bond

CONTRACTOR: (Name, legal status and address)	SURETY: (Name, legal status and principal place of business)
OWNER: (Name, legal status and address)	
CONSTRUCTION CONTRACT Date:	
Amount:	
Description: (Name and location)	
BOND Date: (Not earlier than Construction Contract Date)	e)
Amount:	
Modifications to this Bond: ☐ None	☐ See Section 16
CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)	SURETY Company: (Corporate Seal)
Signature: Name and Title: (Any additional signatures appear on the last	Signature: Name and Title: I page of this Performance Bond.)
(FOR INFORMATION ONLY — Name, addr AGENT or BROKER:	ress and telephone) OWNER'S REPRESENTATIVE: (Architect. Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or

modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default:
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

1

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows: (Space is provided below for additional signatures of added parties, other than those appearing on the cover page.) CONTRACTOR AS PRINCIPAL SURETY Company: (Corporate Seal) Company: (Corporate Seal) Signature: Signature: Name and Title: Name and Title: Address Address



Payment Bond

CONTRACTOR: (Name, legal status and address)	SURETY: (Name, legal status and principal place of business)			
OWNER: (Name, legal status and address)				
CONSTRUCTION CONTRACT Date:				
Amount:				
Description: (Name and location)				
BOND Date: (Not earlier than Construction Contract Date)	2)			
Amount:				
Modifications to this Bond: ☐ None	☐ See Section 18			
CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)	SURETY Company: (Corporate Seal)			
Signature: Name and Title: (Any additional signatures appear on the las				
(FOR INFORMATION ONLY — Name, addr AGENT or BROKER:	ress and telephone) OWNER'S REPRESENTATIVE: (Architect, Engineer or other party.)			

This document has important legal

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - An have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim:
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

(Space is provide	d below for additio	onal signatures of added		appearing on the cover page.)
CONTRACTOR AS	SPRINCIPAL		SURETY	
Company:		(Corporate Seal)	Company:	(Corporate Seal)
Signature:			Signature:	
Name and Title:	2		Name and Title:	
Address			Address	

Confederated Tribes of the Chehalis Reservation



CHANGE	ORDER	NO.				Planning	5	
Project:						Departm	ent	
Contracto	r:							
							Date	1
After signatu	ure the Cor	tractor is directed to	make the foll	owing changes ir	the Contract An	nount for pay	Project #	
requests.							Contract #	
•	ne adjustm	olves all issues related ents, including all del ge Order #1.	ū				=	
Individual	CE Desci	ription:						
	CE							Amount
						C	ombined Total	: \$
Not valid until si	igned by the (Owner. Signature of the Con	tractor indicates a	greement herewith, i	ncluding any adjustm	ents in the Contract Sum a	nd the Contract time	
The Origina	al Contrac	Sum was						
Net Change	e by previo	ously authorized Cha	ange Orders.			through		
The Contra	ct Sum pr	ior to this Change O	rder was					\$
The Contra	ct Sum wi	ll be	increased	decreased	unchanged	by this Change	Order	
The new Co	ontract Su	m including this Cha	ange Order is	i				\$
The Contra	ct time w	ll be	increased	decreased	unchanged	by		days
Date of Sub	ostantial C	ompletion as of the	date of this	Change Order		•		
						•••••		
CONTRACT	OR's ACCI	PTANCE				BUILDING OFFICIA	AL'S RECOMME	ENDATION
CONTRACT BY:	OR's ACCI	PTANCE					AL'S RECOMME Don Terry	ENDATION
	OR's ACCI	EPTANCE				BUILDING OFFICIA		ENDATION
BY:	OR's ACCI	PTANCE				BUILDING OFFICIA BY: SIGNED:		
BY: SIGNED:	OR's ACCI	PTANCE				BUILDING OFFICIA BY: SIGNED:	Don Terry	
BY: _ SIGNED: _ TITLE: _ DATE:						BUILDING OFFICIA BY: SIGNED: TITLE: CO	Don Terry hief Building Offic	ial
BY: SIGNED: TITLE:	ACCEPTAN					BUILDING OFFICIA BY: SIGNED: TITLE:	Don Terry hief Building Offic	ial
BY: SIGNED: TITLE: DATE: OWNER'S A	ACCEPTAN	CE				BUILDING OFFICIA BY: SIGNED: TITLE: CDATE: PROJECT MANAG	Don Terry thief Building Offic ER'S RECOMM	ial
BY: SIGNED: TITLE: DATE: OWNER'S ABY:	ACCEPTAN Am	CE				BUILDING OFFICIA BY: SIGNED: TITLE: CO DATE: PROJECT MANAG BY:	Don Terry thief Building Offic ER'S RECOMM	ial

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