

ADVERTISEMENT FOR BIDS

**CITY OF PORT ORCHARD
LIPPERT ROAD REPAIR AND SIDEWALK RETROFIT PROJECT
CONTRACT NO. C024-22**

Notice is hereby given that sealed bids will be received at the office of the City Clerk for the City of Port Orchard, 216 Prospect Street, Port Orchard, WA 98366 until **1:00 PM on March 31, 2022**, for construction of the Lippert Road Repair and Sidewalk Retrofit Project, Contract No.CO24-22. No proposals will be accepted after the above-stated time. Immediately following the above-stated time, the proposals will be publicly opened and read.

The project consists of work to be performed within 65 working days from notice to proceed, and consists of furnishing all materials, equipment, tools, labor, and other work or items incidental theretofore and as generally described as follows:

Schedule A: Roadway Resurfacing and Repairs, Lippert Avenue, Pottery Avenue to Sidney Avenue

Schedule B: Sidewalk and Associated Stormwater Drainage Improvements, Lippert Avenue, Pottery Avenue to Sidney Avenue

The Engineer's construction estimate for this project is \$590,000

Access to bidding information (plans, specifications, addenda, and Bidders List) is available through City of Port Orchard's on-line plan room www.cityofportorchard.us/bids-and-proposals.

Free-of-charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects," "Public Works," and "City of Port Orchard." This on-line plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic email notification of future addenda and to place themselves on the "Self-Registered Bidders List." Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

If you do not have access to the Web, you may make arrangements to pick up a set at the Port Orchard City Hall, City Clerk's Office, 216 Prospect Street, Port Orchard, WA 98366, 360-876-4407, for a NON-REFUNDABLE fee of \$50.00. If you wish the bid documents mailed to you, add \$10.00 to cover postage. Informational copies of any available maps, plans, specifications, and subsurface information are on file for inspection in the office of the Port Orchard Project Engineer, 216 Prospect Street, Port Orchard, WA 98366.

All bid proposals shall be accompanied by a bid security (bid deposit) in the form of a cash deposit, certified or cashier's check, postal money order, or surety bond made payable to the City of Port Orchard, for a sum not less than five percent (5%) of the amount of such bid, including sales tax. Should the successful bidder fail to enter into such contract and furnish satisfactory payment and performance bonds within the time stated in the Specifications, the bid security (bid deposit/bond) shall be forfeited to the City of Port Orchard.

*Rev 1/29/18 by SEC
City of Port Orchard
Lippert Road Repair and Sidewalk Retrofit Project, Project #PW2022-01, Contract #C024-22*

*Contract Documents
1535557.1 - 366922 -0039*

HUD-1
Advertisement for Bids

The award of the Contract will go to the qualified bidder submitting the lowest responsible and responsive bid. The City reserves the right to reject any and all bids or waive any informality in the bidding and make the award as deemed to be in the best interest of the City and the public.

Pursuant to RCW 60.28.010, 5% retainage will be retained from payments until fulfillment of state and federal compliance is documented.

The City of Port Orchard in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

This project is financed in part through the Kitsap County Community Development Block Grant program with funds obtained from the U.S. Department of Housing and Urban Development. No contract shall be made to parties listed as debarred or suspended in the federal System for Award Management (SAM). By submitting a bid, Bidder represents and affirms that it is qualified to be awarded this contract and is not listed as debarred or suspended in the federal System for Award Management and that any subcontractor proposed as part of the bid is likewise qualified and is not listed as debarred or suspended in the federal SAM.

The City is an equal opportunity and affirmative action employer. Small and Minority-owned businesses, women-owned businesses, and labor surplus area firms are encouraged to submit bids.

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 U (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance shall to the greatest extent feasible, be directed to low-and very low-income persons. Section 3 businesses are encouraged to submit bid proposals.

This project is required to meet Federal Labor Standards Provisions Davis Bacon wage laws as explained in HUD form 4010. All work performed on the project will be subject to the approved wage determination rates in bid documents.

Notice is given to all potential bidders that any bid responses may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidders are advised to mark any records believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City may elect to give notice to the bidder of the request so as to allow the bidder to seek a protective order from a Court. Please be advised, however, that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

Published: Kitsap Sun – March 4, 2022, and March 11, 2022

Daily Journal of Commerce –March 4, 2022, and March 11, 2022

*Rev 1/29/18 by SEC
City of Port Orchard
Lippert Road Repair and Sidewalk Retrofit Project, Project #PW2022-01, Contract #CO24-22*

*Contract Documents
1535557.1 - 366922 -0039*

HUD-2
Advertisement for Bids

NOTICE TO PROSPECTIVE BIDDERS

Lippert Road Repair and Sidewalk Retrofit Project

In accordance with Section 1-02.4(1) of the Standard Specifications, it is the City of Port Orchard’s policy that questions concerning the project during the bidding process be submitted in written form. Please submit any questions that are pertinent to bidding the contract, and that are not answered by information contained in the Contract Documents, to the City of Port Orchard Engineering Department via email to publicworks@cityofportorchard.us , Attention: K. Chris Hammer, Assistant City Engineer.

All emails must be received at least 3 business days prior to the bid opening for a response. All prospective bidder questions and the City’s response will be sent via email, if possible, to all prospective bidders who have purchased plans approximately 2 days prior to the bid opening.

If you believe the Contract Documents contain an error or error(s), please provide us with that information via email. An addendum will be issued to all prospective bidders if a correction is needed.

I have the following question(s)/comment(s):

I believe the Contract Document(s) has (have) the following error(s):

Please respond to:

Name: _____

Representing: _____

Address: _____

Fax Number: _____

INFORMATION AND CHECKLIST FOR BIDDERS

The following supplements the information in the Advertisement for Bids:

1. Pre-Bid Conference

A non-mandatory pre-bid conference will be held at on site at Lippert Drive starting at the Becky Avenue Intersection on **March 22, 2022 at 10:00 AM**. All potential bidders are encouraged to attend. This will be your only opportunity to ask direct questions related to the project. Information from the pre-bid conference will not be made available to bidders who do not attend. The Engineer will transmit to all prospective Bidders of record such addenda as the Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

2. Examination of Plans, Specifications, and Site

Before submitting his/her bid, the Contractor shall carefully examine each component of the Bid Documents and any other available supporting data so as to be thoroughly familiar with all the requirements.

The Bidder shall make an alert, heads-up, eyes-open reasonable examination of the project site and conditions under which the Work is to be performed, including but not limited to: current site topography, soil and moisture conditions; underground obstructions; the obstacles and character of materials which may be encountered; traffic conditions; public and private utilities; the availability and cost of labor; and available facilities for transportation, handling and storage of materials and equipment.

3. Property Issues

All bidders shall base their bids upon full restoration of all property within the right-of-way and easements, and wherever Bidder will have right-of-entry. The easements and right of entry documents that have been acquired are available for inspection and review. The Bidder is advised to review the conditions of the permits, easements, and rights-of-entry, as s/he shall be required to comply with all conditions at no additional cost to the Owner. All other permits, licenses, etc., shall be the responsibility of the Bidder. The Bidder shall comply with the requirements of each.

4. Interpretation of Bid Documents

The Bidder shall promptly notify Owner of any discovered conflicts, ambiguities, or discrepancies in or between, or omissions from the Bid Documents. Questions or comments about these Bid Documents should be directed to the attention of: K. Chris Hammer, Assistant City Engineer, and sent via email to publicworks@cityofportorchard.us. Questions received less than 3 days prior to the date of bid opening may not be answered. Any interpretation or correction of the Bid Documents will be made only by addendum, and a copy of such addendum will be distributed through plan holders list at Builders Exchange, the City's Website www.cityofportorchard.us/bids-and-proposals/ and the City Clerk's Plan holders list. The Owner will not be responsible for any other explanations or interpretations of the Bid Documents. No oral interpretations of any provision in the Bid Documents will be made to any Bidder.

5. Bidding Checklist

All bids shall be submitted on the exact forms provided in these Bid Documents, and listed below. Failure to submit any of these forms may be grounds for rejection of the bid. Sealed bids for this proposal shall be submitted as specified in the Advertisement for Bids. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder, and the name and number of the project for which the bid is submitted. All bids will remain subject to acceptance for sixty (60) calendar days after the day of the bid opening.

- A. **Proposal** – Bidders must bid on all items contained in the Proposal. If any unit price is left blank, it will be considered no charge for that bid item, regardless of what has been placed in the extension column.
- B. **Bid Security** – Bid Bond is to be executed by the Bidder and the surety company unless bid is accompanied by a cash deposit, cashier's or certified check, or postal money order. The amount of this bond shall be not less than five percent (5%) of the total bid, including sales tax, if applicable, and may be shown in dollars. Surety must be authorized to do business in the State of Washington, and must be on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.
 - i. The bond form included in these Contract Provisions **MUST** be used; no substitute will be accepted. If an attorney-in-fact signs the bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.
 - ii. The bid bond/deposit of the successful Bidder will be returned provided s/he executes the Contract, furnishes satisfactory performance bond covering the full amount of work, provides evidence of insurance coverage, and other documents required by the contract documents within 14 calendar days after Notice of Award. Should s/he fail or refuse to do so, the Bid Deposit or Bond shall be forfeited to the City of Port Orchard as liquidated damages for such failure.
 - iii. The Owner reserves the right to retain the security of the three lowest bidders until the successful Bidder has executed the Contract and furnished the performance bond.
- C. **Non-Collusion Declaration** – DOT Form 272-036H EF included in these Contract Provisions must be returned with the bid proposal.
- D. **Anti-Lobbying Certification** – HUD Form 50071 included in these Contract Provisions must be returned with the bid proposal.
- E. **Certification regarding Debarment and Suspension** – HUD Form 2992 included in these Contract Provisions must be returned with the bid proposal.
- F. **Bidder's Qualification Form** – Regarding forms D and E, the Owner reserves the right to check all statements and to judge the adequacy of the Bidders qualifications.
- G. **Certification of Compliance with Wage Payment Statutes** – Must be filled in and signed.
- H. **Supplemental Criteria Information Form** - Must be filled in and signed.

6. Contract Checklist

The following forms are to be executed by the successful Bidder after the Contract is awarded. The Contract and Performance and Payment Bond are included in these Bid Documents and should be carefully examined by the Bidder.

- A. **Contract** – Three copies to be executed by the successful Bidder. Bid and Contract Documents must be executed by the Contractor’s President or Vice-President if a corporation, or by a partner if a partnership. In the event another person has been duly authorized to execute contracts, a copy of the resolution or other minutes establishing this authority must be attached to the Proposal and Contract documents
- B. **Performance/Payment Bond and Maintenance /Warranty Bond** – Three copies of each type of bond to be executed by the successful Bidder and his surety company. These bonds cover successful completion of all work and payment of all laborers, subcontractors, suppliers, etc. and provide a warranty for the contract work. The bond forms included in these Bid Documents **MUST** be used; no substitutes will be accepted. If an Attorney-in-fact signs the bond(s), a certified and effectively dated copy of their Power of Attorney must accompany the bond(s).
- C. **Certificates of Insurance** – To be executed by an insurance company acceptable to the Owner, on ACCORD Forms. Required coverages are listed in Section 1-07.18 of the Standard Specifications, as may be modified by the Special Provisions. The Owner shall be named as “Additional Insured” on the insurance policies.
- D. **Selection of Retainage Option** – Pursuant to RCW 60.28.010, 5% retainage will be retained until fulfillment of state and federal compliance is documented. The retainage form should be completed by the successful bidder
- E. **Prevailing Wage Requirements** –

This project is required to meet Federal Labor Standards Provisions Davis Bacon wage laws as explained in HUD form 4010 (attached to the contract). All work performed on the project will be subject to the approved federal wage determination rates in bid documents.

The Contractor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the Contract. The applicable wage rates are set forth in the State of Washington Department of Labor and Industries Prevailing Wage Rate Schedule, RCW 39.12.020.

If there is a conflict between Federal Labor Standards Provisions Davis Bacon wage laws as explained in HUD form 4010 and the Washington State Prevailing Wage Rate Schedule, the higher wage shall prevail.

The project site is located within Kitsap County, WA.

The prevailing wage schedule in effect for the work under the Contract will be the one in effect upon the prime contractor’s bid due date with these exceptions:

- If the project is not awarded within six (6) months of the bid due date, the award date (the date the contract is executed) is the effective date.
- If the project is not awarded pursuant to bids, the award date (the date the contract is executed) is the effective date.
- Janitorial contracts follow WAC 296-127-023.

For contract number CO24-22 the prime contractor bid due date is March 31, 2022.

Except for janitorial contracts, the rates in effect on the bid due date shall apply for the duration of the contract (unless otherwise noted in the solicitation).

It is the responsibility of the Contractor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their proposal according to these specifications.

The selected Contractor must submit to the Department of Labor and Industries, a “Statement of Intent to Pay Prevailing Wages”. A copy of the certified Intent Statement must be submitted to the City prior to payment of the first invoice. The Contractor will pay promptly, when due, all wages accruing to its employees. If there is a conflict between Federal Labor Standards Provisions Davis Bacon wage laws as explained in HUD form 4010 and the Washington State Prevailing Wage Rate Schedule, the higher wage shall prevail.

All invoice or payment applications are required to bear the following signed statement: “I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates (Federal, Davis Bacon Prevailing Wage) for Public Works Contracts issued by the State of Washington Department of Labor and Industries.”

The selected Contractor must submit to the Department of Labor and Industries an “Affidavit of Wages Paid” and a copy of an approved Affidavit must be submitted at the end of the contract to the City before the last payment or any retained funds will be released. Any such certifications required under Federal Labor Standards Provisions Davis Bacon wage laws will likewise be prepared and submitted.

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries and/or under the Federal Labor Standards Provisions Davis Bacon wage laws shall be at no additional cost to the City.

The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, RCW 39.12.060 and WAC 296-127-060. Provided, however, for contracts subject to the Federal Labor Standards Provision Davis Bacon wage laws, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract, rather such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

Look up the prevailing rates of pay, benefit, and overtime codes from this link: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> A copy of the

prevailing wage rates is available for viewing at the City of Port Orchard Department of Public Works. A hard copy will be mailed upon request.

For prevailing wage questions, contact the Department of Labor & Industries at PW1@Lni.wa.gov or 360-902-5335. **For Federal Wage rates please reference Appendix B.**

7. Section 3 Hiring.

- A. The work to be performed under this contract is subject to the requirements of section 3 of this Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 U (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, and be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers; representative of the contractor's commitments under this section 3 clause. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

8. Contractor Disqualification

- 1) A bidder will be deemed not responsible and the proposal rejected if the bidder does not meet the following responsibility criteria set forth in RCW 39.04.350, which provides, in part, as follows:

*Rev 1/29/18 by SEC
City of Port Orchard
Lippert Road Repair and Sidewalk Retrofit Project, Project #PW2022-01, Contract #CO24-22*

(1) Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

(a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;

(b) Have a current state unified business identifier number;

(c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;

(d) Not be disqualified from bidding on any public works contract under [RCW 39.06.010](#) or [39.12.065\(3\)](#);

(e) If bidding on a public works project subject to the apprenticeship utilization requirements in [RCW 39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;

(f) Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption

(g) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of chapter 49.46, 49.48, or 49.52 RCW.

The Bidder shall submit a signed statement to the City in accordance with Chapter 5.50 RCW verifying under penalty of perjury that (1) the bidder is in compliance with the responsible bidder criteria in subsection (1)(g) above; and (2) that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency in accordance with Executive Orders 12549 and 12689, 24 C.F.R. Pt. 24.

2) A bidder may be deemed not responsible and the proposal rejected if:

a. More than one proposal is submitted for the same project from a bidder under the same or different names;

- b. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;
- c. The bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the bidder;
- d. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; progress; affirmative action; equal employment opportunity practices; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization;
- e. There is uncompleted work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the work bid upon;
- f. The bidder failed to settle bills for labor or materials on past or current contracts;
- g. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;
- h. The bidder is unable, financially or otherwise, to perform the work; or
- i. There are any other reasons deemed proper by the Contracting Agency.



**STATEMENT OF INTENT TO
 PAY PREVAILING WAGES**
Public Works Contract
\$40.00 Filing Fee Required

Intent ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS
 Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person		Phone Number	
County where work will be performed		City where work will be performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____		Expected job start date (mm/dd/yy)	
Will employees perform work on this project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below. (If you choose "No" and this changes later, you certify that you will submit a new form listing workers.)		Do you intend to use subcontractors? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Do you intend to use apprentice employees? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Estimated number of workers	Rate of hourly pay	Rate of hourly fringe benefits

Sample

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email Address	Phone Number
For L&I Use Only	
APPROVED: Department of Labor and Industries	
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax) or time and materials, if applicable.	\$ _____
I hereby certify that the information, including any addendums, is correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

F700-029-000 statement of intent to pay prevailing wages 05-08

DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I
 (White & canary copies must be submitted-canary will be retained by L&I after approval.)

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



AFFIDAVIT OF WAGES PAID
Public Works Contract
\$40.00 Filing Fee Required

Affidavit ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS
 Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person		Phone Number	
County where work was performed		City where work was performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Date work completed (mm/dd/yy)		Date Intent filed (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____		Intent ID # _____	
Did Employees Perform Work on this Project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below.		Was all work subcontracted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Did you use subcontractors? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Responding "Yes" to either of the above questions will require that you fill out Addendum B, List of Next Tier Subcontractors.			
Job start date (mm/dd/yy)			

Craft/trade/occupation and apprentices. (For apprentices, give name, registration #, trade, dates of work on project, stage of progression, wage and fringe.)

Number of workers	Total # of hours worked - ea. trade	Rate of hourly pay	Rate of hourly fringe benefits

Sample

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email address	Phone Number
For L&I Use Only	
APPROVED:	Department of Labor and Industries
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax.)	\$ _____
I hereby certify that the information, including any addendums, is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

F700-007-000 affidavit of wages 05-08

DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I
 (White & canary copies must be submitted-canary will be retained by L&I after approval.)

PROPOSAL
CITY OF PORT ORCHARD
LIPPERT ROAD REPAIR AND SIDEWALK RETROFIT PROJECT
CONTRACT NO. C024-22

To: Mayor and City Council
City of Port Orchard, Washington

Contractor: _____ State License No.: _____

Date: _____
Month/Day/Year

Bidder's Declaration and Understanding

The Bidder declares that s/he has carefully examined the Contract Documents for the construction of the project, that s/he has personally inspected the site, that s/he has satisfied her/himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that s/he has exercised her/his own judgment regarding the interpretation, of subsurface information and has utilized all data, which s/he believes pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at her/his conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

Contract Execution

The Bidder agrees that if this Proposal is accepted, s/he will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond and Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of her/his Proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

Start of Construction and Contract Completion

The Bidder further agrees that within 14 calendar days of CONTRACT START DATE, s/he will meet with engineering personnel and begin work no earlier than APRIL 25, 2022 and complete the construction within 65 working days of START DATE.

Lump Sum and Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being

expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

**SCHEDULE OF CONTRACT PRICES
LIPPERT ROAD REPAIR AND SIDEWALK RETROFIT PROJECT**

NOTE: Unit prices for all items and the total amount bid must be shown. The Project must be bid in its entirety, including all bid items as specifically listed in the Proposal, in order to be considered a responsive bid. Where conflict occurs between the unit price and the total amount named for any items, the unit price typed or printed and entered in ink shall prevail. The Contracting Agency reserves the right to award all work bid according to the lowest qualified responsive bid tendered, available funds, and as it best serves the interest of the Contracting Agency. All work awarded will be made to the same Contractor/bidder.

Item No.	Estimated Quantity	SP/STD	Description of Items	Unit Price	Amount
Schedule A - Roadway Resurfacing and Repairs					
A-1	Lump Sum	STD	Mobilization \$ _____ (Words)-(1-09)	LS Per Lump Sum	\$ _____
A-2	Lump Sum	STD	Minor Changes \$ _____ (Words)-(1-04)	CALC Per Force Account	\$ 10,000.00
A-3	Lump Sum	STD	Roadway Surveying \$ _____ (Words)-(1-05)	LS Per Lump Sum	\$ _____
A-4	Lump Sum	SP	Record Drawings (Minimum Bid \$2,000) \$ _____ (Words)-(1-05)	LS Per Lump Sum	\$ _____
A-5	Lump Sum	STD	SPCC Plan \$ _____ (Words)-(1-07)	LS Per Lump Sum	\$ _____
A-6	Lump Sum	STD	Project Temporary Traffic Control \$ _____ (Words)-(1-10)	LS Per Lump Sum	\$ _____
A-7	220	STD	Roadway Excavation Incl. Haul \$ _____ (Words)-(2-03)	CY Per Cubic Yard	\$ _____
A-8	140	STD	Crushed Surfacing Top Course \$ _____ (Words)-(4-04)	TON Per Ton	\$ _____
A-9	700	SP	HMA Cl. 1/2 In. PG 58-22 \$ _____ (Words)-(5-04)	TON Per Ton	\$ _____

Item No.	Estimated Quantity	SP/STD	Description of Items	Unit Price	Amount
A-10	1390	SP	Planing Bituminous Pavement \$ (Words)-(5-04)	SY Per Cubic Yard	\$
A-11	FA	SP	Crack Sealing \$ (Words)-(5-04)	Est. Per Force Account	\$ 3,000.00
A-12	FA	SP	Extra Excavation and Backfill \$ (Words)-(5-04)	Est. Per Force Account	\$ 15,000.00
A-13	6	SP	Adjust Catch Basin \$ (Words)-(7-05)	EA Per Each	\$
A-14	1	SP	Adjust Manhole \$ (Words)-(7-05)	EA Per Each	\$
A-15	15	STD	Adjust Valve Box \$ (Words)-(7-12)	EA Per Each	\$
A-16	9	STD	Inlet Protection \$ (Words)-(8-01)	EA Per Each	\$
A-17	2	STD	Adjust Utility Vault Casting \$ (Words)-(8-20)	EA Per Each	\$
A-18	1330	STD	Paint Line \$ (Words)-(8-22)	LF Per Linear Foot	\$
A-19	2500	STD	Painted Wide Line \$ (Words)-(8-22)	LF Per Linear Foot	\$
A-20	85	STD	Plastic Wide Lane Line \$ (Words)-(8-22)	LF Per Linear Foot	\$
A-21	330	STD	Plastic Crosswalk Line \$ (Words)-(8-22)	SF Per Square Foot	\$
A-22	55	STD	Plastic Stop Line \$ (Words)-(8-22)	LF Per Square Foot	\$

Item No.	Estimated Quantity	SP/STD	Description of Items	Unit Price	Amount
A-23	2	STD	Plastic Traffic Arrow	EA	\$
			\$ _____ (Words)-(8-22)	Per Each	\$ _____

SCHEDULE A - ROADWAY SUBTOTAL				\$	
--------------------------------------	--	--	--	-----------	--

Schedule B - Sidewalk & Associated Stormwater Drainage Improvements					
--	--	--	--	--	--

B-1	1	STD	Minor Changes	CALC	\$ 5,000.00
			\$ _____ (Words)-(1-04)	Per Force Account	
B-2	1	STD	ADA Features Surveying	LS	\$
			\$ _____ (Words)-(1-05)	Per Lump Sum	
B-3	0.1	STD	Clearing and Grubbing	AC	\$
			\$ _____ (Words)-(2-01)	Per Acre	
B-4	470	STD	Removing Cement Conc. Sidewalk	SY	\$
			\$ _____ (Words)-(2-02)	Per Square Yard	
B-5	1	STD	Removal of Structures and Obstructions	LS	\$
			\$ _____ (Words)-(2-02)	Per Lump Sum	
B-6	180	STD	Structural Excavation Class B Incl. Haul	CY	\$
			\$ _____ (Words)-(2-09)	Per Cubic Yard	
B-7	1330	STD	Shoring or Extra Excavation Class B	SF	\$
			\$ _____ (Words)-(2-00)	Per Square Foot	
B-8	30	STD	Crushed Surfacing Top Course	TON	\$
			\$ _____ (Words)-4-04)	Per Ton	
B-9	40	SP	HMA for Approach Cl. 1/2 In. PG 58H-22	TON	\$
			\$ _____ (Words)-(5-04)	Per Ton	
B-10	280	SP	High-Density Polyethylene (HDPE) Pipe 12 In. Diam.	LF	\$
			\$ _____ (Words)-(7-02)	Per Lineal Foot	
B-11	1	SP	Adjust Manhole	EA	\$
			\$ _____ (Words)-(7-05)	Per Each	

Item No.	Estimated Quantity	SP/STD	Description of Items	Unit Price	Amount
B-12	3	STD	Catch Basin Type 1 \$ (Words)-(7-05)	EA Per Each	\$
B-13	1	STD	Connection to Drainage Structure \$ (Words)-(7-05)	EA Per Each	\$
B-14	80	STD	Gravel Backfill for Pipe Zone Bedding \$ (Words)-(7-08)	CY Per Cubic Yard	\$
B-15	4	STD	Inlet Protection \$ (Words)-(8-01)	EA Per Each	\$
B-16	1	SP	Landscaping and Landscape Restoration \$ (Words)-(8-06)	LS Per Lump Sum	\$
B-17	145	STD	Cement Conc. Pedestrian Curb \$ (Words)-(8-04)	LF Per Linear Foot	\$
B-18	1500	STD	Cement Conc. Traffic Curb and Gutter \$ (Words)-(8-04)	LF Per Linear Foot	\$
B-19	5	SP	4" Cement Conc. Traffic Curb and Gutter \$ (Words)-(8-04)	LF Per Linear Foot	\$
B-20	20	SP	Cement Conc. Rolled Curb and Gutter \$ (Words)-(8-04)	LF Per Linear Foot	\$
B-21	10	SP	Cement Conc. Transition Curb \$ (Words)-(8-04)	LF Per Linear Foot	\$
B-22	40	STD	Cement Conc. Driveway Entrance Type B \$ (Words)-(8-06)	SY Per Square Yard	\$
B-23	130	STD	Cement Conc. Driveway Entrance Type 1 \$ (Words)-(1-10)	SY Per Square Yard	\$
B-24	40	STD	Cement Conc. Driveway Entrance Type 2 \$ (Words)-(8-04)	SY Per Square Yard	\$
B-25	5	STD	Cement Conc. Curb Ramp Type Perpendicular A \$ (Words)-(8-14)	EA Per Each	\$

Item No.	Estimated Quantity	SP/STD	Description of Items	Unit Price	Amount
B-26	1	STD	Cement Conc. Curb Ramp Type Parallel A \$ (Words)-(8-14)	EA Per Each	\$
B-27	575	STD	Cement Conc. Sidewalk \$ (Words)-(8-14)	SY Per Square Yard	\$
B-28	6	SP	Cement Conc. Bus Pad \$ (Words)-(8-14)	SY Per Square Yard	\$
B-29	1	STD	Permanent Signing \$ (Words)-(8-21)	LS Per Lump Sum	\$

SCHEDULE B - SIDEWALK SUBTOTAL	\$
---------------------------------------	-----------

Schedule A Subtotal	\$
Schedule B Subtotal	\$
TOTAL BID	\$

SALES TAX

In accordance with Section 1-07.2(1) State Sales Tax (DOR rule 171): Work performed on City, County, or Federally-owned land, **the Contractor shall include Washington State retail sales taxes in the various unit bid prices** or other amounts. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work.

The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:

**CITY OF PORT ORCHARD
LIPPERT ROAD REPAIR AND SIDEWALK RETROFIT PROJECT
CONTRACT NO. C024-22**

_____ Addendum No.	_____ Date of Receipt	_____ Addendum No.	_____ Date of Receipt
_____ Addendum No.	_____ Date of Receipt	_____ Addendum No.	_____ Date of Receipt

NOTE: *Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.*

By signing below, Bidder certifies that s/he has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

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

By entering into this contract, the undersigned Bidder hereby certifies that it/he/she is qualified to be awarded this contract and is not listed as debarred or suspended in the federal System for Award Management and that every subcontractor proposed as part of the bid is likewise qualified and is not listed as debarred or suspended in the federal SAM. Bidder further certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

<u>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:</u>	
“I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.”	
Signature:	Date:
Printed Name and Title:	Location or Place Executed (City, State):
Business Address:	Business Telephone:

NOTES: If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ signed this proposal, on oath stated that he/she was authorized to execute the proposal and acknowledged it as the _____ (title) of _____ (name of party on behalf of whom proposal was executed) and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this _____ day of _____, 20____.

Notary Public

Printed Name

My Commission Expires: _____

BIDDER'S QUALIFICATION FORM
CITY OF PORT ORCHARD
LIPPERT ROAD REPAIR AND SIDEWALK RETROFIT PROJECT
CONTRACT NO. C024-22

1. Name of Contractor: _____
Address: _____
2. Telephone No. (_____) _____ Fax No.: (_____) _____
3. Washington State Dept. of Labor and Industries Worker's Compensation Account No.: _____
4. Washington State Dept. of Licensing Contractor's Registration No. _____
Expiration Date: _____
5. Washington State Uniform Business Identifier No. _____
(Must have UBI number before the contract is awarded.)
6. Number of years engaged in contracting business under above name: _____
7. At the time of bid submittal, did the contractor have a certificate of registration in compliance with Chapter 18.27 RCW? _____
8. Does the contractor have industrial insurance coverage for its employees working in Washington as required in Title 51 RCW? _____
9. Does the contractor have an employment security department number as required in Title 50 RCW? (provide number): _____
10. Does the contractor have a state excise tax registration number as required in Title 82 RCW? (provide number): _____
11. Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010, 39.12.065(3), or is the contractor or listed as debarred or suspended in the federal System for Award Management? Has the contractor been disqualified from bidding on any public works contract under Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or is prohibited from being awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.? _____
12. Has the contractor received training on the requirements related to public works and prevailing wage under chapters 39.04 and 39.12 RCW, as required in RCW 39.04.350(1)(f)? _____
13. Within the three-year period immediately preceding the date of the bid solicitation, was the contractor (determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction) to have willfully violated, as defined in [RCW 49.48.082](#), any provision of chapter 49.46, 49.48, or 49.52 RCW?

14. Has the contractor violated the "Off-site Prefabricated Non-Standard Project Specific Items" reporting requirements more than one time as determined by the department of labor and industries? _____

15. Particular types of construction performed by your company: _____

16. Gross amount of contracts now on hand: \$ _____

17. List similar recent construction projects that your firm has done in the last 5 years (i.e., water and storm and sanitary sewer main construction, road reconstruction, excavations, extensive dewatering, etc.):

Amount	Type	Owner's Name	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

18. What is the construction experience of the principal individuals to be assigned to this project?

Name	Title	Years of Construction Experience	Availability
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Pursuant to RCW 39.06.020, the contractor further agrees to verify responsibility criteria for each of its subcontractors and to require each of its subcontractors to both verify responsibility criteria as described herein for its subcontractors and include instant condition for verification requirement.

By: _____
(Authorized Signature)

Title: _____

Date: _____

NOTE: Any bidder having current outstanding litigation with the City will not be considered responsible and will be rejected by the City.

**BID SECURITY
CITY OF PORT ORCHARD
LIPPERT ROAD REPAIR AND SIDEWALK RETROFIT PROJECT
CONTRACT NO. C024-22**

Bid Deposit:

The undersigned Principal hereby submits a Bid Deposit with the City of Port Orchard in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of _____ Dollars (\$ _____).

Bid Bond:

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal and _____, as Surety, are held firmly bound unto the City of Port Orchard, Washington, as Obligee, in the penal sum of _____ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The conditions of this obligation are such that if the Obligee shall make any award to the Principal for _____, Port Orchard, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said Proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this Bond.

Signed, Sealed and Dated this _____ day of _____, 20____.

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

Printed Name and Title

By _____
Attorney-in-Fact (Attach Power of Attorney)

Name and address of local office of Agent and/or Surety Company: _____

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specification.

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

CERTIFICATION OF COMPLIANCE WITH LOBBYING ANTI-LOBBYING STATUTES

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

CERTIFICATION OF COMPLIANCE WITH DEBARRMENT AND SUSPENSION STATUTES

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

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

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

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

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

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

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date March 4, 2022, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder further certifies that it/he/she is qualified to be awarded this contract and is not listed as debarred or suspended in the federal System for Award Management and that every subcontractor proposed as part of the bid is likewise qualified and is not listed as debarred or suspended in the federal SAM.

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

Bidder’s Business Name

Signature of Authorized Officer/Representative*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation/LLC

State of Incorporation, or if not a corporation, State where business entity was formed:

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

**If a corporation or limited liability company, this certificate must be executed in the entity’s name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, this certificate must be executed by a partner.*

SUPPLEMENTAL CRITERIA INFORMATION FORM

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria, the apparent two lowest Bidders must submit to the Owner by 12:00 p.m. (noon) of the second business day following the bid submittal deadline, this Supplemental Criteria Information Form verifying that the Bidder meets the Mandatory Criteria under RCW 39.04.350(1) and the Supplemental Bidder Criteria stated below. The two lowest Bidders shall also submit supporting documentation including but not limited to that detailed below (sufficient in the sole judgment of the Owner) demonstrating compliance with all mandatory and supplemental responsibility criteria. The Owner reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess Bidder responsibility. The Owner also reserves the right to obtain information from third parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Owner may (but is not required to) consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Owner (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Owner from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Owner which is believed to be relevant to the matter.

If the Owner determines the Bidder does not meet the bidder responsibility criteria and is therefore not a responsible Bidder or the bid is not responsive, the Owner shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Owner's determination by presenting its appeal and any additional information to the Owner. The Owner will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible (or the bid is not responsive), the Owner will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible (or the bid not responsive) has received the Owner's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior to Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Owner to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Owner no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Owner in the Bid Documents.

For criteria with check boxes, the bidder will check either "Yes" or "No." For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

Project Name:	
Part A. General Company Information	
Company Name:	
Address:	
Contact Phone:	Contact E-mail:
Years in business as a Prime Contractor:	Years in business as a subcontractor:
Years in business under Present Name:	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years.	
Explain reason for name change(s) in the past five (5) years)	
Part B. Delinquent State Taxes	
Is the bidder listed on the Washington State Department of Revenue’s “Delinquent Taxpayer List” website: http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
If “Yes” attach a copy of the written payment plan approved by the Department of Revenue.	
Part C. Federal Debarment	
The bidder shall not be listed as a current debarred or suspended bidder on the Federal “System For Award Management” website www.sam.gov. Is the bidder listed as debarred or suspended?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
Part D. Subcontractor Responsibility	
Does the bidder’s standard subcontract form include the subcontractor language required by RCW 39.06.020 and including the language required by HUD? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractors? Does the subcontract form require that each of the bidder’s subcontractors have and document a similar procedure for sub-tier subcontractors?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
If “Yes” or “No”, provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.	
Part E. Prevailing Wages	

In the last five (5) years, has the bidder had prevailing wage complaints filed against it or received violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis-Bacon wage compliance?

Yes No

If “Yes,” attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part F. Claims Against Retainage and Bonds

Does the bidder have a record of any claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?

Yes No

If “Yes”, attach a separate signed / dated statement for each project with claims which includes the following: 1) Owner and contact information for the owner; 2) a list of claims filed against the retainage and/or payment bond for the project; and 3) a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City may contact previous owners to validate the information provided by the Bidder. The City shall evaluate the information to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part G. Public Bidding Crime

Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?

Yes No

Part H. Termination for Cause/Termination for Default

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

Yes No

If “Yes”, attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

Part I. Lawsuits

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

Yes **No**

If “Yes”, attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration.

Part J. Work Experience

List at least three construction projects on the attached Work Experience Form, each of which meet all of the following criteria:

- **Successfully completed within the last seven (7) years**
- **Contract value exceeding \$100,000.00**
- **Roadway repair, sidewalk repair/ retrofit, and stormwater repairs.**

Part K. Signature

I hereby certify, warrant and declare under penalty of perjury that the information included herein is correct and complete. Failure to disclose requested information or submitting false or misleading information may result in rejection of my bid, termination of my contract, and may impact my firm’s ability to bid on future projects.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title

CONTRACT DOCUMENTS

CONTRACT

**CITY OF PORT ORCHARD
LIPPERT ROAD REPAIR AND SIDEWALK RETROFIT PROJECT
CONTRACT NO. C024-22**

THIS CONTRACT (“Contract”) is made and entered into this ____ day of _____, 20__, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, hereinafter called the “City,” and _____, hereinafter called the “Contractor.”

WITNESSETH:

I. General Provisions.

A. Description of Work.

The Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, LIPPERT ROAD REPAIR AND SIDEWALK RETROFIT PROJECT. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor’s Bid Proposal dated _____, attached hereto and incorporated herein by this reference as if set forth in full. Contractor further represents that the services furnished under this Agreement will be performed in accordance with and as described in the attached plans and specifications and with the Port Orchard Municipal Code, the City’s Public Works Standards, which includes (but is not limited to) the current edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (which shall apply except where noted otherwise). All of these standards are by this reference incorporated herein and made a part hereof. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

The Contractor will also ensure full compliance with the City’s grant agreement [LIST TITLE TO AGREEMENT] with the City of Port Orchard (Exhibit C), including specifically agreeing that it will comply with any policies, procedures, and requirements of such agreement and provide documentation as required for the City to obtain maximum grant funding for the Project.

The Contract Documents include:

Exhibit A -a confirmed copy of the Proposal made by the Contractor on _____, together with the Instructions to Bidders.

Exhibit B – The Project Manual for the Lippert Road Repair and Sidewalk Retrofit Project.

Exhibit C – Grant Funding Agreement

Exhibit D – Federal and State Prevailing Wage Requirements

Exhibit E – Section 3 Requirements

Exhibit F – Retainage Options

All Exhibits to this Contract are by this reference incorporated herein and made a part hereof as if set forth in full.

B. Time of Completion.

Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **65 working days** after the Notice to Proceed Date.

C. Liquidated Damages.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT Standard Specifications, for each and every working day said work is not complete beyond the time shown in the Proposal.

II. Non-Discrimination.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to compliance with the following Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Title VI of the Civil Rights Act of 1964

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively ensure that its contracts comply with these regulations.

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations.

Therefore, during the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, **including** procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and

instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding payments to the Contractor under the Contract until the Contractor complies; and/or
 2. cancelling, terminating, or suspending the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. HUD Community Development Block Grant Requirements

This project is subject to 2 CFR Part 200. Therefore, the Contractor for itself, its assignees, and successors in interest agrees as follows:

1. Equal Employment Opportunity:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following:

- a. employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided advising the said labor union worker's representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **Compliance with Davis Bacon requirements:** The Contractor agrees to comply with all applicable standards, orders or regulations under Davis Bacon *This project is required to meet Federal Labor Standards Provisions Davis Bacon wage laws as explained in HUD form 4010. All*

work performed on the project will be subject to the approved federal wage determination rates in bid documents.

3. **Clean Air Act and the Federal Water Pollution Control Act:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.
4. **Debarment and Suspension:** The Contractor agrees to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency in accordance with Executive Orders 12549 and 12689, 24 C.F.R. Pt. 24.
5. **Prohibition on the Use of Funds for Lobbying Activities:** The Contractor agrees to certify that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, or the entering into of any cooperative agreement.
6. **Section 3 Hiring:**
 - A. The work to be performed under this contract is subject to the requirements of section 3 of this Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 U (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, and be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers; representative of the contractor's commitments under this section 3 clause. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- F. The Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

IV. Public Records Act Chapter 42.56 RCW

Contractor understands that her/his bid response documents and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

V. Termination

The City may terminate this contract for cause or for convenience.

1. **Termination for Cause.** The City may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.
2. **Termination for Convenience.** The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.
3. **Settlement of Costs.** If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

VI. Corporate Surety Bond

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of

_____ Dollars (\$ _____) with _____ as Surety, to ensure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

VII. Independent Contractor.

The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

VIII. Changes.

The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section IX entitled, "Claims," below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

IX. Claims. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

X. Limitation Of Actions.

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

XI. Warranty.

Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of twenty percent (20%) of the contract price a form and amount acceptable to the City. The

Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City's acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XII. Indemnification.

Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

XIII. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representative, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

H. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

XIV. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. Miscellaneous Provisions.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Kitsap County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

C. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

D. **Assignment.** Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. **Entire Agreement.** The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. **Compliance with Laws.** The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

H. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

CONTRACTOR

By: _____

Title: _____

Address: _____

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

NOTICES TO BE SENT TO:

CONTRACTOR:

INSERT NAME
ADDRESS
TELEPHONE
Email

CITY

Title of Person to Receive Notice
ADDRESS
TELEPHONE
Email

With a copy to the City Clerk at the same address

PERFORMANCE AND PAYMENT BOND

CITY OF PORT ORCHARD

PROJECT

PW PROJECT NO. _____

Bond to City of Port Orchard, Washington

Bond No. _____

We, _____ and _____
(Principal) (Surety)

a _____ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington ("Owner"), in the penal sum of _____ Dollars (\$ _____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 20____, between Principal and Owner for a project entitled _____ ("Project") – Public Works Project No. _____ ("Contract"). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;

Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material-persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties; and

Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

Provided, further that this bond shall remain in full force and effect until released in writing by the City at the request of the Surety or Principal.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors- of the Principal) to faithfully perform the Contract, or

Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) 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.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

_____	_____
Principal	Surety
_____	_____
Signature of Authorized Official	Signature of Authorized Official
_____	By _____
Printed Name and Title	Attorney in Fact (Attach Power of Attorney)
Name and address of local office of Agent and/or Surety Company:	_____

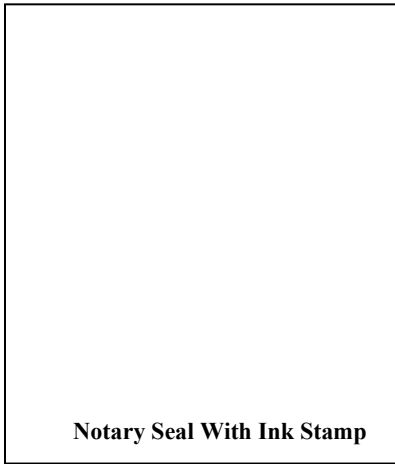
Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

SURETY ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print or type name

NOTARY PUBLIC,
in and for the State of Washington
Residing _____
My Commission expires: _____

CITY OF PORT ORCHARD
MAINTENANCE/WARRANTY BOND

VII.

Project #: _____
Surety Bond #: _____
Date Posted: _____
Expiration Date: _____

RE: Project Name: _____
Owner/Developer/Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____ (hereinafter called the "Principal"), and _____, a corporation organized under the laws of the State of _____, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of _____ dollars (\$ _____) 20% of the total contract amount, lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

- A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

- B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

- C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition or better as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the

laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this _____ day of _____, 20__.

**SURETY COMPANY
(Signature must be notarized)**

**DEVELOPER/OWNER
(Signature must be notarized)**

By: _____
Its _____

By: _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

VIII.

CHECK FOR ATTACHED NOTARY SIGNATURE	
_____ Individual	(Form P-1)
_____ Corporation	(Form P-2)
_____ Surety Company	(Form P-2)

FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

IX.

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK
(Use For Partnership or Corporation Only)

(Developer/Owner)
STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

X.

Dated: _____

(print or type name)

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

My Commission expires: _____

FORM P-2/NOTARY BLOCK

(Surety Company)
STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

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

My Commission expires: _____

EXHIBIT ____

5% RETAINAGE INVESTMENT OPTION¹

Contractor: _____

Project Name: **Lippert Road Repair and Sidewalk Retrofit Project**

Date: _____ Project Number: **PW2022-01**

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how the 5% retainage under this contract will be invested. Please complete and sign this form indicating your preference. If you fail to do so you will miss the benefit of any interest earned. Select one of the following options:

- 1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. If this is your choice, then please complete attached *SAVINGS ACCOUNT AGREEMENT*. Please state the name of your bank.

Bank: _____

- 2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues. If this is your choice then please complete attached *ESCROW AGREEMENT*.

Preferred Bank: _____

Securities/Bonds: _____

- 3. **Guarantee Deposit:** Retainage will be held by the City. No interest is payable to the Contractor

Retainage is normally released 45 days after final acceptance of the work or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be longer, due to its seasonal nature. However, if this project is subject to grant funding, then the retainage may also be held until such time as the Contractor meets its obligations to the City to provide required information and documentation for compliance with the grant funding requirements. State law allows for limited early release of retainage in certain circumstances.

Contractor's Signature

Title

¹ If the Contractor opts to post a retainage bond under RCW 60.28.011, such bond shall be in a form acceptable to the City, shall be with a surety with a minimum of A.M. Best financial strength rating of a minimum of A-.

SAVING ACCOUNT AGREEMENT

TO BANK: _____ SAVINGS ACCOUNT NO: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instruction from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows: Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this agreement, or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representative and heir of the Parties hereto.

Contractor

CITY OF PORT ORCHARD
Agency

BY: _____

BY: _____

Title: _____

Date: _____

Date: _____

Address: _____

The above savings account agreement and instruction received and accepted this _____ day of _____, 20__

Bank Name

Authorized Bank Officer

ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO.: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instruction shall relieve you of any further liability related thereto.
4. In the event the AGENCY orders you to do so in writing, you shall within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
7. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor be bound by nor required to give notice or demand , nor required to take action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregone provision shall be binding upon the assigns, successors, personal representative, and heir of the Parties hereto.

Contractor CITY OF PORT ORCHARD
Agency

By: _____ By: _____

Title: _____

Date: _____ Date: _____

Address: _____

The above escrow agreement and instruction received and accepted this _____ day of _____,
20__.

Bank Name

Authorized Bank Officer

SECURITIES AUTHORIZED BY AGENCY

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligation of any corporation wholly-owned by the government of the United States;
4. Indebtedness of the Federal Nation Mortgage Association; and
5. Time deposits in commercial banks.

XI.

APPENDIX A
BID AND CONTRACT PROVISIONS

Certificate Page

Lippert Roadway and Sidewalk Repair Project

The civil engineering material and data contained in the Plans and Specifications were prepared under the supervision and direction of the undersigned, whose seal(s) as a registered professional engineer is/are affixed below.

Recommended for approval:



Assistant City Engineer
Kenneth C. Hammer, PE

3.1.2022

Approved:

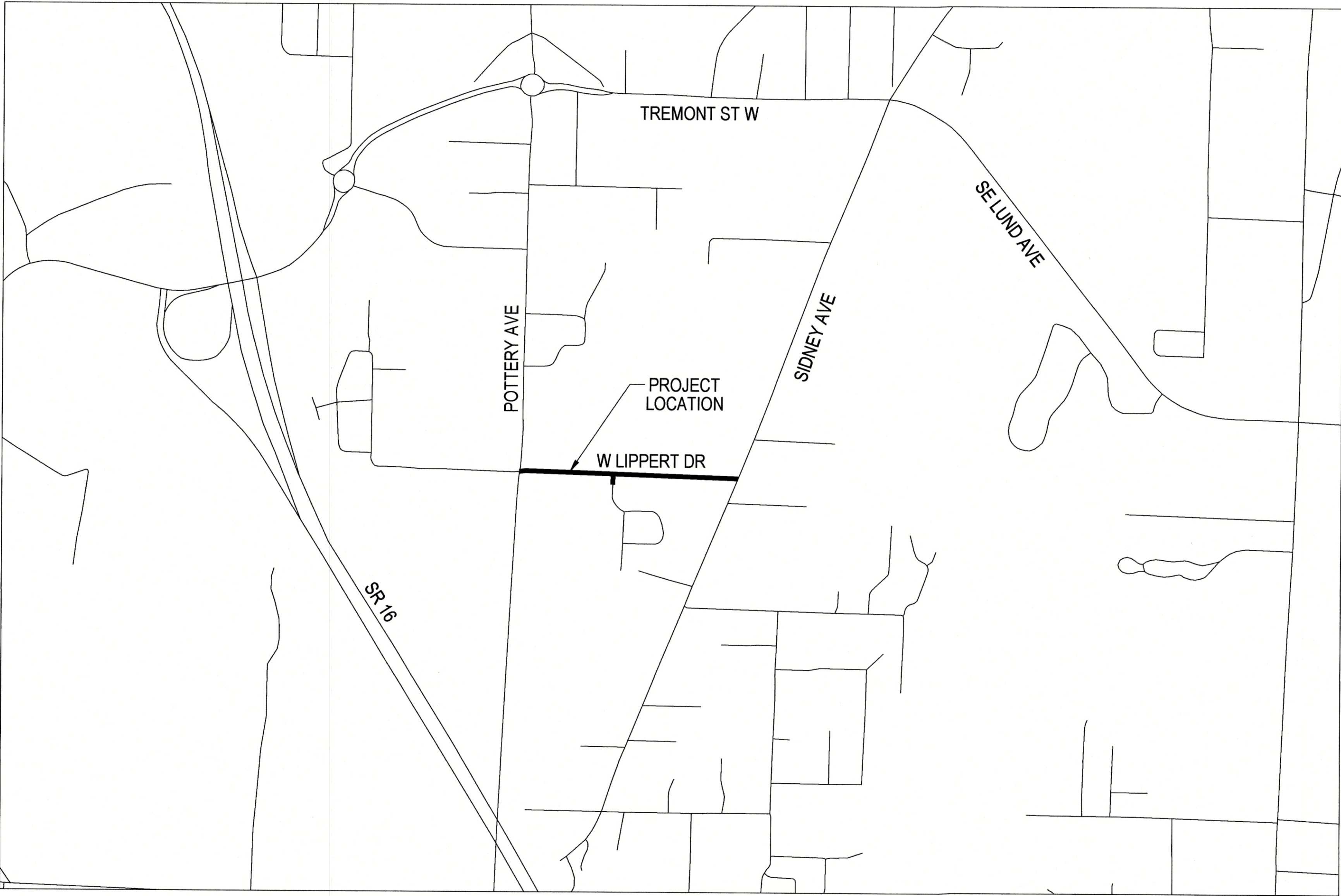
Public Works Director/ City Engineer
Mark R. Dorsey, PE

LIPPERT PAVEMENT REPAIR AND SIDEWALK RETROFIT

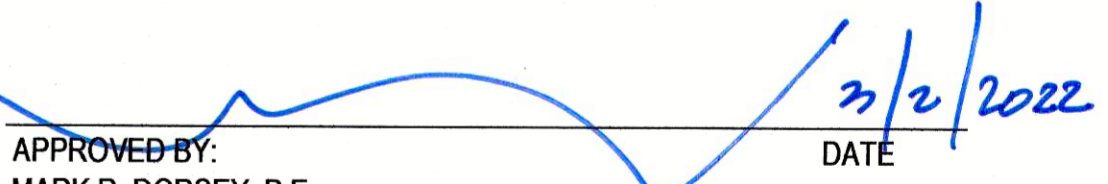
CITY OF PORT ORCHARD PUBLIC WORKS DEPARTMENT

SHEET INDEX

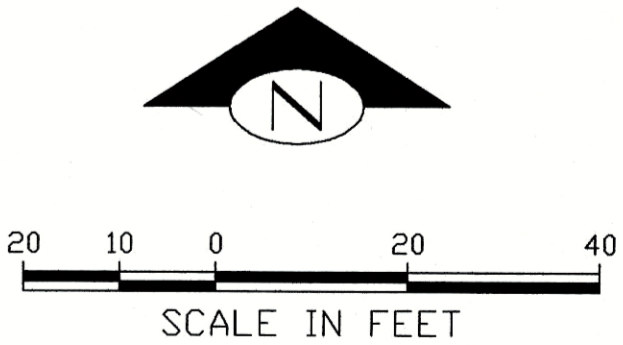
SHEET TITLE	DRAWING #	SHEET #
COVER SHEET	CV1	1
SITE PREPARATION PLAN	SP1-SP3	2-4
PAVING PLAN	PV1-PV3	5-7
CHANNELIZATION AND SIGNING PLAN	CH1-CH3	8-10



VICINITY MAP
N.T.S

APPROVED BY: 
 MARK R. DORSEY, P.E.
 PUBLIC WORKS DIRECTOR/CITY ENGINEER
 CITY OF PORT ORCHARD

DATE: 2/2/2022



DATE	REVISION TYPE	DESIGN	CHECK	REVIEW	D

Engineer's Stamp

CITY OF PORT ORCHARD CAPITAL PROJECTS
 216 PROSPECT STREET, PORT ORCHARD, WA 98366
 PHONE: 360.876.4991

NAME OR INITIALS AND DATE		NAME OR INITIALS AND DATE	
DESIGNED	CAW NOV 2021	PROJECT MANAGER:	K. CHRIS HAMMER
CHECKED	KCH NOV 2021	REVIEWED:	NOV 2021
DRAWN	CAW NOV 2021	REVISED AS-BUILT	
CHECKED	KCH NOV 2021		

All work done in accordance with the City of Port Orchard Public Works Engineering Standards and Specifications in effect on the date shown above, and supplemented by Project Provisions.



**LIPPERT PAVEMENT REPAIR AND SIDEWALK
 RETROFIT
 COVER SHEET**

PLAN NO.
CV1

SHEET
1 OF 10

SEC. 2 T.23N. R.1E. W.M.



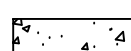
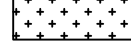

GENERAL NOTES:

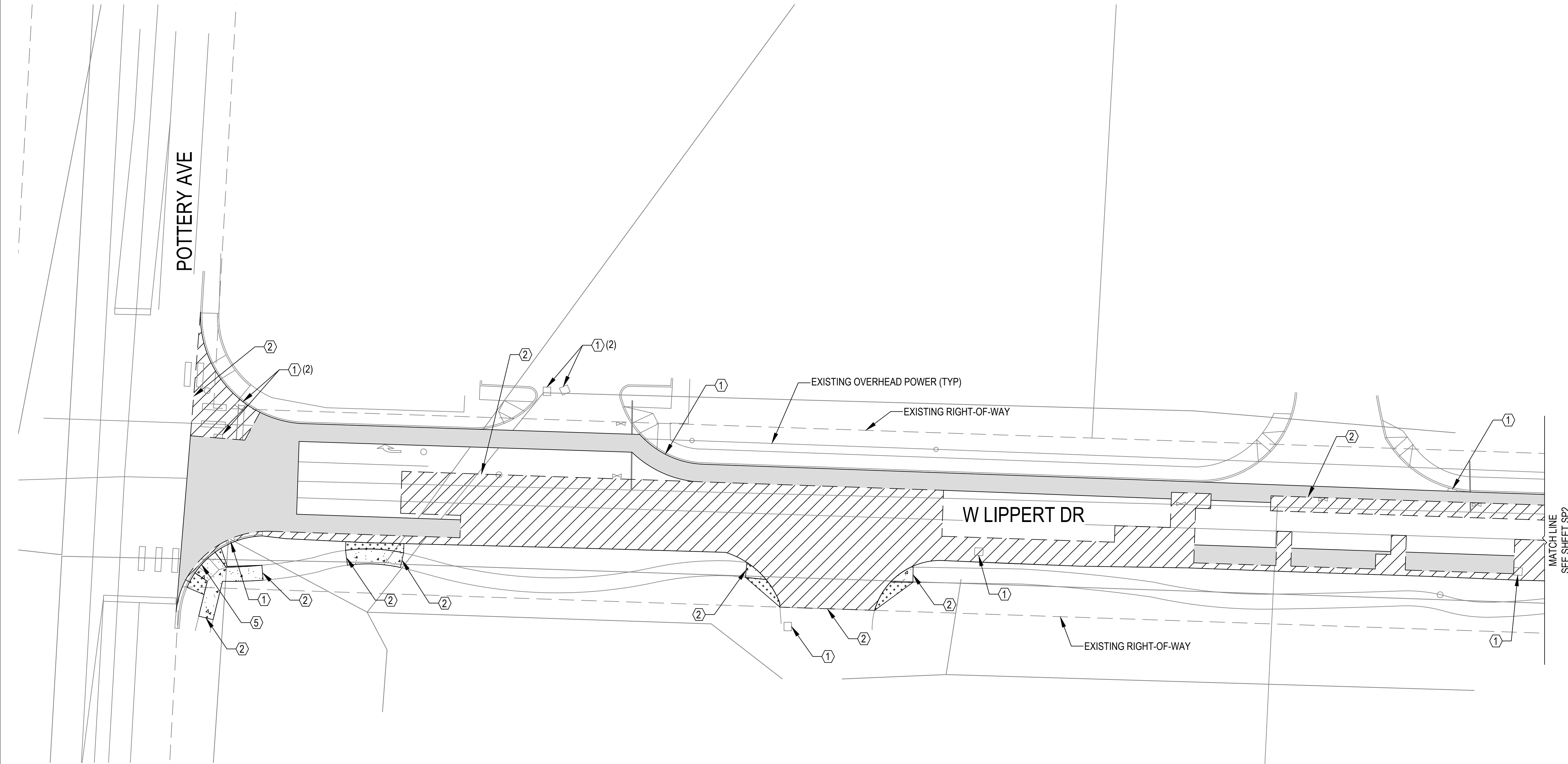
1. FULL DEPTH PAVEMENT DIG OUTS SHALL BE COORDINATED WITH THE CITY OF PORT ORCHARD ENGINEER.
2. STORM DRAIN INLET PROTECTION PER WSDOT STD. PLAN I-40.20 SHALL BE INSTALLED ON ALL NEW CATCH BASINS AT THE TIME OF INSTALLATION AND IN ALL EXISTING CATCH BASINS BEFORE COMMENCING WORK PER THESE PLANS.
3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN EXISTING HORIZONTAL AND VERTICAL CURB RETURN INFORMATION REQUIRED TO REPLACE EXISTING CURB AND GUTTER IN THE SAME LOCATION.
4. APPROXIMATE CLEARING AND GRUBBING LIMITS ARE SHOWN ON THE PLAN. ACTUAL CLEARING AND GRUBBING LIMITS WILL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. TREES WITHIN THE CLEARING AND GRUBBING LIMITS SHALL BE PROTECTED UNLESS SHOWN ON THE PLANS AS TO BE REMOVED.
5. THE CONTRACTOR SHALL KEEP A MINIMUM 4 FOOT WIDE ACCESSIBLE PATHWAY AT ALL TIMES ON BOTH SIDES OF THE ROADWAY, THROUGH THE SITE OR AS DIRECTED BY THE ENGINEER.
6. ADDITIONAL SAWCUT MAY BE REQUIRED FOR UTILITIES AND/OR PAVING WORK.
7. ALL ITEMS SHALL BE PROTECTED AND MAINTAINED UNLESS OTHERWISE NOTED.
8. REMOVE EXISTING IRRIGATION HEADS, VALVES, AND ALL OTHER RELATED IRRIGATION EQUIPMENT AS NECESSARY FOR CONSTRUCTION WORK. CAP EXISTING IRRIGATION LINES AT RIGHT-OF-WAY LINE. IRRIGATION SHALL BE REINSTALLED AND DEEMED OPERATIONAL BY COPO MAINTENANCE PERSONNEL PRIOR TO PROJECT ACCEPTANCE.
9. ALL SIDEWALK MATCH-IN LOCATIONS SHALL PROVIDE A SAWCUT AT THE NEAREST JOINT.
10. CONTRACTOR SHALL COORDINATE WITH KITSAP TRANSIT ON SHELTER RELOCATION AND TEMPORARY BUS STOP LOCATION A MINIMUM OF 5 BUSINESS DAYS PRIOR TO SHELTER REMOVAL.
11. CONSTRUCTION ENTRANCE SHALL BE INSTALLED PER WSDOT STD. PLAN I-80.10.
12. STORMWATER AND EROSION CONTROL BMP'S SHALL BE FOLLOWED IN ACCORDANCE WITH THE 2014 STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON.

CONSTRUCTION NOTES:

- ① INSTALL INLET PROTECTION PER WSDOT STD. PLAN I-40.20
- ② SAWCUT
- ③ REMOVE EXISTING FENCE AND POSTS AS DIRECTED BY THE ENGINEER
- ④ PROTECT AND MAINTAIN EXISTING UTILITY POLE
- ⑤ REMOVE EXISTING CURB AND GUTTER (INCL. IN ROADWAY EXCAVATION INCL. HAUL)
- ⑥ REMOVE EXISTING CURB (INCL. IN ROADWAY EXCAVATION INCL. HAUL)
- ⑦ PROTECT AND MAINTAIN EXISTING POWER PEDESTAL
- ⑧ PROTECT AND MAINTAIN EXISTING ASPHALT WEDGE
- ⑨ EXISTING BUS SHELTER TO BE REMOVED AND RELOCATED BY KITSAP TRANSIT

LEGEND:

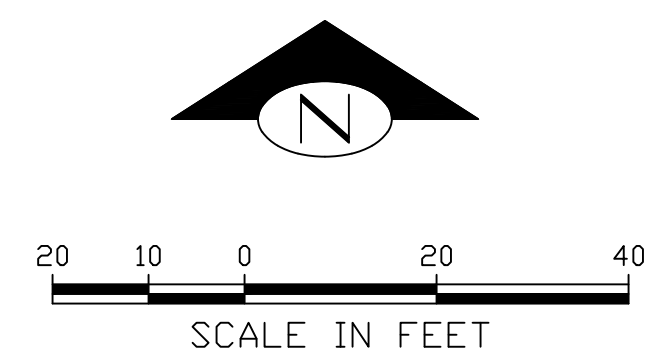
-  ROADWAY EXCAVATION INCL. HAUL
-  PLANING BITUMINOUS PAVEMENT - 2" AT EDGES, 0" IN CENTER. SEE SECTION AND BUTT JOINT DETAILS ON PV1
-  REMOVING CEMENT CONC. SIDEWALK
-  CLEARING AND GRUBBING
-  SAWCUTTING



DESIGN'D	CHECK'D	REVIEW'D
REVISION	TYPE	REVISIONS
DATE		

DISCLAIMER: THIS PLAN WAS DEVELOPED FROM CITY OF PORT ORCHARD AND KITSAP COUNTY GIS INFORMATION ALONG WITH AERIAL IMAGERY AND MAY NOT REPRESENT TRUE CONDITIONS IN THE FIELD.

Engineer's Stamp



CITY OF PORT ORCHARD CAPITAL PROJECTS
 216 PROSPECT STREET, PORT ORCHARD, WA 98366
 PHONE: 360.876.4991

NAME OR INITIALS AND DATE		NAME OR INITIALS AND DATE	
DESIGNED	CAW NOV 2021	PROJECT MANAGER:	K. CHRIS HAMMER
CHECKED	KCH NOV 2021	REVIEWED:	NOV 2021
DRAWN	CAW NOV 2021	REVISED AS-BUILT	
CHECKED	KCH NOV 2021		



LIPPERT PAVEMENT REPAIR AND SIDEWALK
 RETROFIT
 SITE PREPARATION PLAN

PLAN NO.
SP1
 SHEET
 2 OF 10

All work done in accordance with the City of Port Orchard Public Works Engineering Standards and Specifications in effect on the date shown above, and supplemented by Project Provisions.

SEC. 2 T.23N. R.1E. W.M.

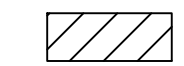

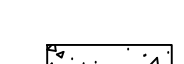
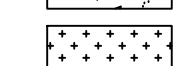
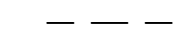
GENERAL NOTES:

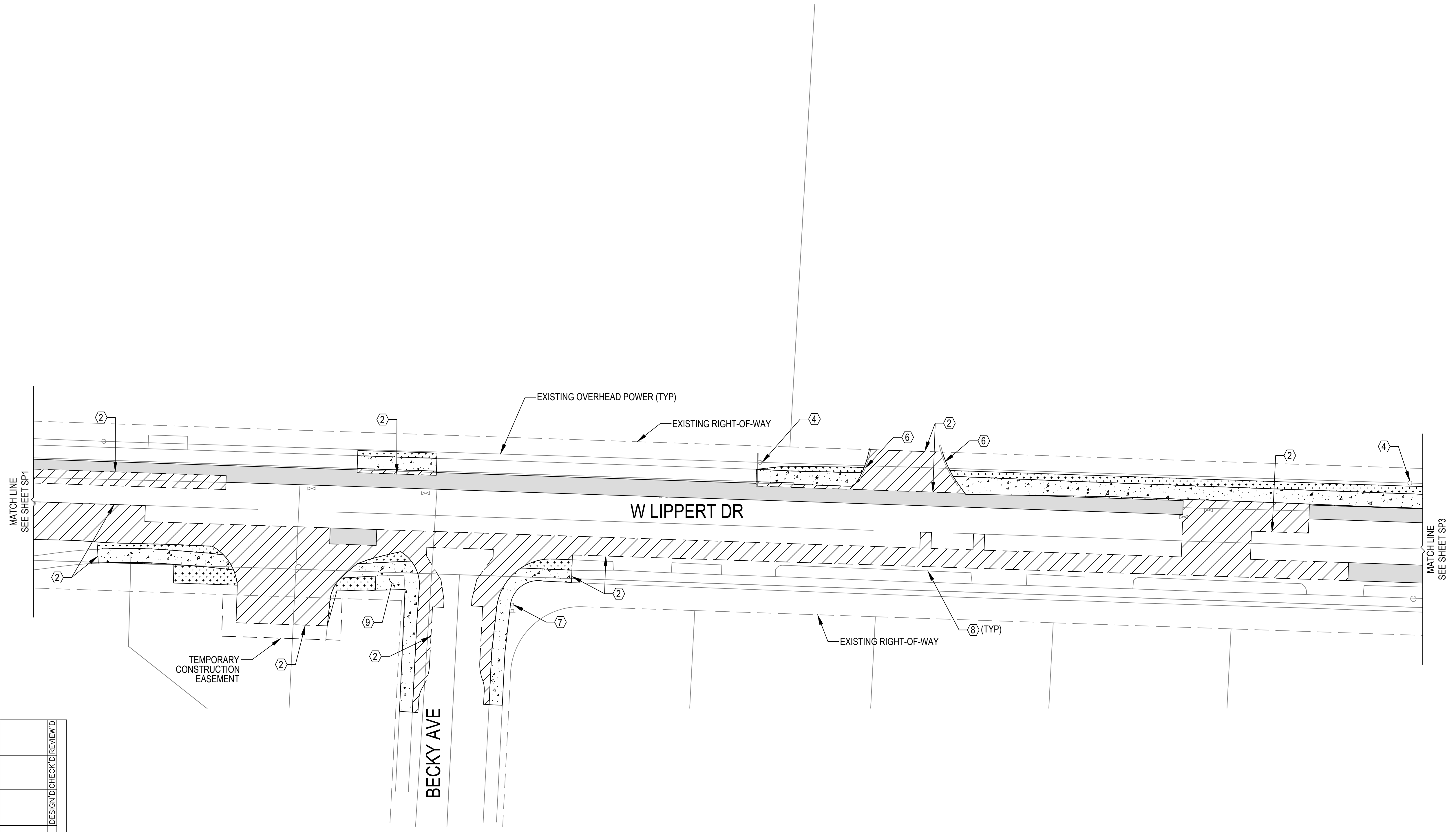
1. FULL DEPTH PAVEMENT DIG OUTS SHALL BE COORDINATED WITH THE CITY OF PORT ORCHARD ENGINEER.
2. STORM DRAIN INLET PROTECTION PER WSDOT STD. PLAN I-40.20 SHALL BE INSTALLED ON ALL NEW CATCH BASINS AT THE TIME OF INSTALLATION AND IN ALL EXISTING CATCH BASINS BEFORE COMMENCING WORK PER THESE PLANS.
3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN EXISTING HORIZONTAL AND VERTICAL CURB RETURN INFORMATION REQUIRED TO REPLACE EXISTING CURB AND GUTTER IN THE SAME LOCATION.
4. APPROXIMATE CLEARING AND GRUBBING LIMITS ARE SHOWN ON THE PLAN. ACTUAL CLEARING AND GRUBBING LIMITS WILL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. TREES WITHIN THE CLEARING AND GRUBBING LIMITS SHALL BE PROTECTED UNLESS SHOWN ON THE PLANS AS TO BE REMOVED.
5. THE CONTRACTOR SHALL KEEP A MINIMUM 4 FOOT WIDE ACCESSIBLE PATHWAY AT ALL TIMES ON BOTH SIDES OF THE ROADWAY, THROUGH THE SITE OR AS DIRECTED BY THE ENGINEER.
6. ADDITIONAL SAWCUT MAY BE REQUIRED FOR UTILITIES AND/OR PAVING WORK.
7. ALL ITEMS SHALL BE PROTECTED AND MAINTAINED UNLESS OTHERWISE NOTED.
8. REMOVE EXISTING IRRIGATION HEADS, VALVES, AND ALL OTHER RELATED IRRIGATION EQUIPMENT AS NECESSARY FOR CONSTRUCTION WORK. CAP EXISTING IRRIGATION LINES AT RIGHT-OF-WAY LINE. IRRIGATION SHALL BE REINSTALLED AND DEEMED OPERATIONAL BY COPO MAINTENANCE PERSONNEL PRIOR TO PROJECT ACCEPTANCE.
9. ALL SIDEWALK MATCH-IN LOCATIONS SHALL PROVIDE A SAWCUT AT THE NEAREST JOINT.
10. CONTRACTOR SHALL COORDINATE WITH KITSAP TRANSIT ON SHELTER RELOCATION AND TEMPORARY BUS STOP LOCATION A MINIMUM OF 5 BUSINESS DAYS PRIOR TO SHELTER REMOVAL.
11. CONSTRUCTION ENTRANCE SHALL BE INSTALLED PER WSDOT STD. PLAN I-80.10.
12. STORMWATER AND EROSION CONTROL BMP'S SHALL BE FOLLOWED IN ACCORDANCE WITH THE 2014 STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON.

CONSTRUCTION NOTES:

- ① INSTALL INLET PROTECTION PER WSDOT STD. PLAN I-40.20
- ② SAWCUT
- ③ REMOVE EXISTING FENCE AND POSTS AS DIRECTED BY THE ENGINEER
- ④ PROTECT AND MAINTAIN EXISTING UTILITY POLE
- ⑤ REMOVE EXISTING CURB AND GUTTER (INCL. IN ROADWAY EXCAVATION INCL. HAUL)
- ⑥ REMOVE EXISTING CURB (INCL. IN ROADWAY EXCAVATION INCL. HAUL)
- ⑦ PROTECT AND MAINTAIN EXISTING POWER PEDESTAL
- ⑧ PROTECT AND MAINTAIN EXISTING ASPHALT WEDGE
- ⑨ EXISTING BUS SHELTER TO BE REMOVED AND RELOCATED BY KITSAP TRANSIT

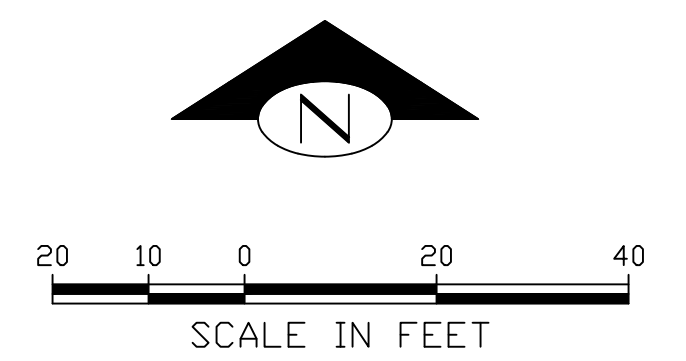
LEGEND:

-  ROADWAY EXCAVATION INCL. HAUL
-  PLANING BITUMINOUS PAVEMENT - 2" AT EDGES, 0" IN CENTER. SEE SECTION AND BUTT JOINT DETAILS ON PV1
-  REMOVING CEMENT CONC. SIDEWALK
-  CLEARING AND GRUBBING
-  SAWCUTTING



DESIGN'D	CHECK'D	REVIEW'D
DATE	REVISION	TYPE
REVISIONS		

DISCLAIMER: THIS PLAN WAS DEVELOPED FROM CITY OF PORT ORCHARD AND KITSAP COUNTY GIS INFORMATION ALONG WITH AERIAL IMAGERY AND MAY NOT REPRESENT TRUE CONDITIONS IN THE FIELD.



Engineer's Stamp

CITY OF PORT ORCHARD CAPITAL PROJECTS
 216 PROSPECT STREET, PORT ORCHARD, WA 98366
 PHONE: 360.876.4991

NAME OR INITIALS AND DATE		NAME OR INITIALS AND DATE	
DESIGNED	CAW NOV 2021	PROJECT MANAGER:	K. CHRIS HAMMER
CHECKED	KCH NOV 2021	REVIEWED:	NOV 2021
DRAWN	CAW NOV 2021	REVISED AS-BUILT	
CHECKED	KCH NOV 2021		

All work done in accordance with the City of Port Orchard Public Works Engineering Standards and Specifications in effect on the date shown above, and supplemented by Project Provisions.



LIPPERT PAVEMENT REPAIR AND SIDEWALK
 RETROFIT
 SITE PREPARATION PLAN

PLAN NO.
SP2
 SHEET
 3 OF 10

SEC. 2 T.23N. R.1E. W.M.



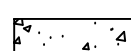
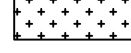

GENERAL NOTES:

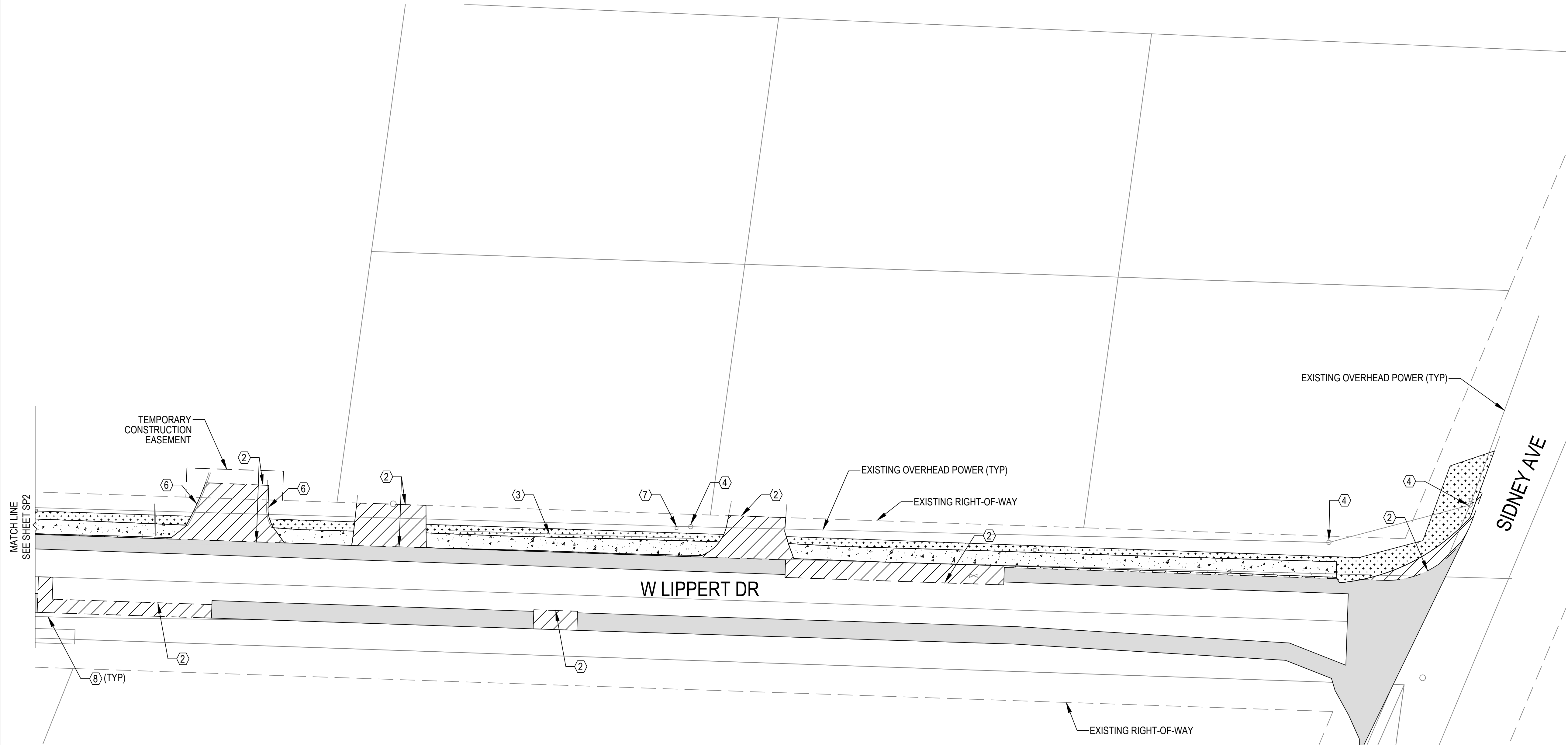
1. FULL DEPTH PAVEMENT DIG OUTS SHALL BE COORDINATED WITH THE CITY OF PORT ORCHARD ENGINEER.
2. STORM DRAIN INLET PROTECTION PER WSDOT STD. PLAN I-40.20 SHALL BE INSTALLED ON ALL NEW CATCH BASINS AT THE TIME OF INSTALLATION AND IN ALL EXISTING CATCH BASINS BEFORE COMMENCING WORK PER THESE PLANS.
3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN EXISTING HORIZONTAL AND VERTICAL CURB RETURN INFORMATION REQUIRED TO REPLACE EXISTING CURB AND GUTTER IN THE SAME LOCATION.
4. APPROXIMATE CLEARING AND GRUBBING LIMITS ARE SHOWN ON THE PLAN. ACTUAL CLEARING AND GRUBBING LIMITS WILL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. TREES WITHIN THE CLEARING AND GRUBBING LIMITS SHALL BE PROTECTED UNLESS SHOWN ON THE PLANS AS TO BE REMOVED.
5. THE CONTRACTOR SHALL KEEP A MINIMUM 4 FOOT WIDE ACCESSIBLE PATHWAY AT ALL TIMES ON BOTH SIDES OF THE ROADWAY, THROUGH THE SITE OR AS DIRECTED BY THE ENGINEER.
6. ADDITIONAL SAWCUT MAY BE REQUIRED FOR UTILITIES AND/OR PAVING WORK.
7. ALL ITEMS SHALL BE PROTECTED AND MAINTAINED UNLESS OTHERWISE NOTED.
8. REMOVE EXISTING IRRIGATION HEADS, VALVES, AND ALL OTHER RELATED IRRIGATION EQUIPMENT AS NECESSARY FOR CONSTRUCTION WORK. CAP EXISTING IRRIGATION LINES AT RIGHT-OF-WAY LINE. IRRIGATION SHALL BE REINSTALLED AND DEEMED OPERATIONAL BY COPO MAINTENANCE PERSONNEL PRIOR TO PROJECT ACCEPTANCE.
9. ALL SIDEWALK MATCH-IN LOCATIONS SHALL PROVIDE A SAWCUT AT THE NEAREST JOINT.
10. CONTRACTOR SHALL COORDINATE WITH KITSAP TRANSIT ON SHELTER RELOCATION AND TEMPORARY BUS STOP LOCATION A MINIMUM OF 5 BUSINESS DAYS PRIOR TO SHELTER REMOVAL.
11. CONSTRUCTION ENTRANCE SHALL BE INSTALLED PER WSDOT STD. PLAN I-80.10.
12. STORMWATER AND EROSION CONTROL BMP'S SHALL BE FOLLOWED IN ACCORDANCE WITH THE 2014 STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON.

CONSTRUCTION NOTES:

- ① INSTALL INLET PROTECTION PER WSDOT STD. PLAN I-40.20
- ② SAWCUT
- ③ REMOVE EXISTING FENCE AND POSTS AS DIRECTED BY THE ENGINEER
- ④ PROTECT AND MAINTAIN EXISTING UTILITY POLE
- ⑤ REMOVE EXISTING CURB AND GUTTER (INCL. IN ROADWAY EXCAVATION INCL. HAUL)
- ⑥ REMOVE EXISTING CURB (INCL. IN ROADWAY EXCAVATION INCL. HAUL)
- ⑦ PROTECT AND MAINTAIN EXISTING POWER PEDESTAL
- ⑧ PROTECT AND MAINTAIN EXISTING ASPHALT WEDGE
- ⑨ EXISTING BUS SHELTER TO BE REMOVED AND RELOCATED BY KITSAP TRANSIT

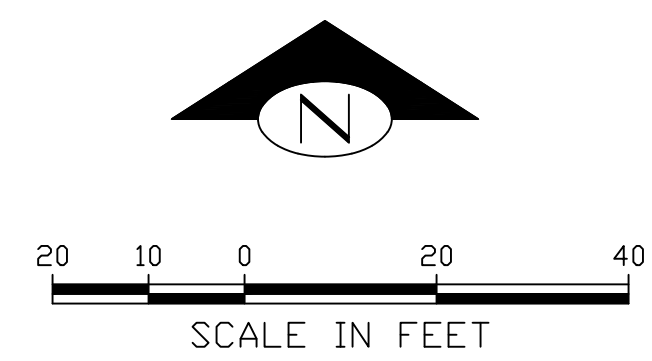
LEGEND:

-  ROADWAY EXCAVATION INCL. HAUL
-  PLANING BITUMINOUS PAVEMENT - 2" AT EDGES, 0" IN CENTER. SEE SECTION AND BUTT JOINT DETAILS ON PV1
-  REMOVING CEMENT CONC. SIDEWALK
-  CLEARING AND GRUBBING
-  SAWCUTTING



DESIGN'D	CHECK'D	REVIEW'D
REVISION	TYPE	REVISIONS
DATE		

DISCLAIMER: THIS PLAN WAS DEVELOPED FROM CITY OF PORT ORCHARD AND KITSAP COUNTY GIS INFORMATION ALONG WITH AERIAL IMAGERY AND MAY NOT REPRESENT TRUE CONDITIONS IN THE FIELD.



Engineer's Stamp

CITY OF PORT ORCHARD CAPITAL PROJECTS
 216 PROSPECT STREET, PORT ORCHARD, WA 98366
 PHONE: 360.876.4991

NAME OR INITIALS AND DATE		NAME OR INITIALS AND DATE	
DESIGNED	CAW NOV 2021	PROJECT MANAGER:	K. CHRIS HAMMER
CHECKED	KCH NOV 2021	REVIEWED:	NOV 2021
DRAWN	CAW NOV 2021	REVISED AS-BUILT	
CHECKED	KCH NOV 2021		



LIPPERT PAVEMENT REPAIR AND SIDEWALK
 RETROFIT
 SITE PREPARATION PLAN

PLAN NO.
SP3
 SHEET
 4 OF 10

All work done in accordance with the City of Port Orchard Public Works Engineering Standards and Specifications in effect on the date shown above, and supplemented by Project Provisions.

SEC. 2 T.23N. R.1E. W.M.

GENERAL NOTES:

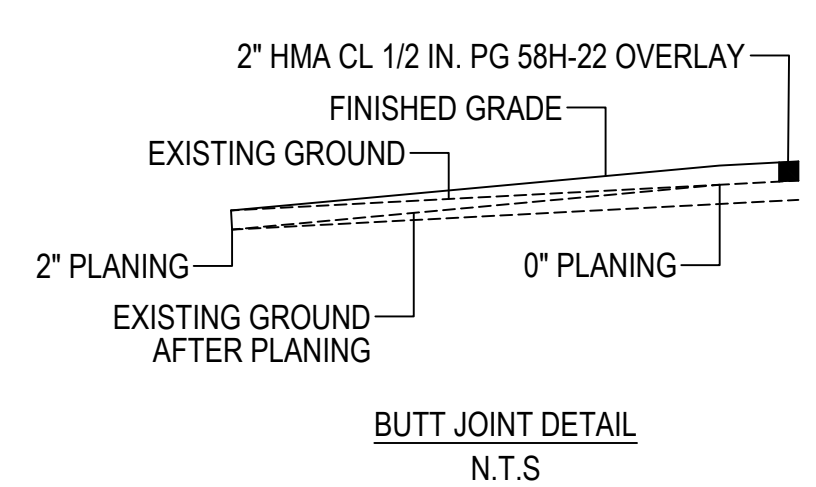
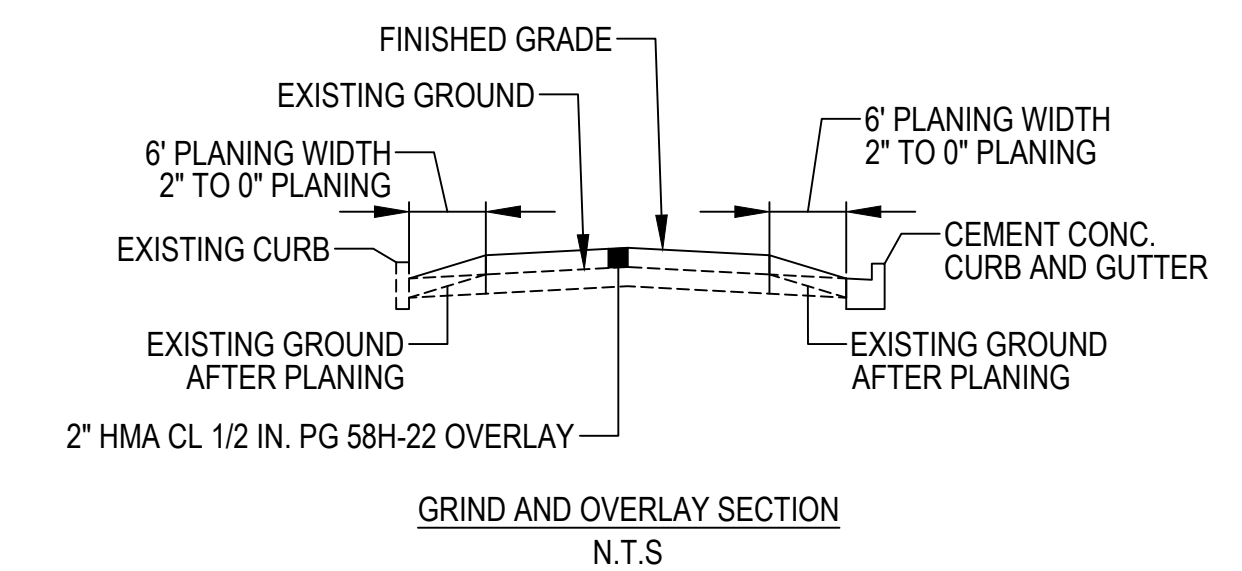
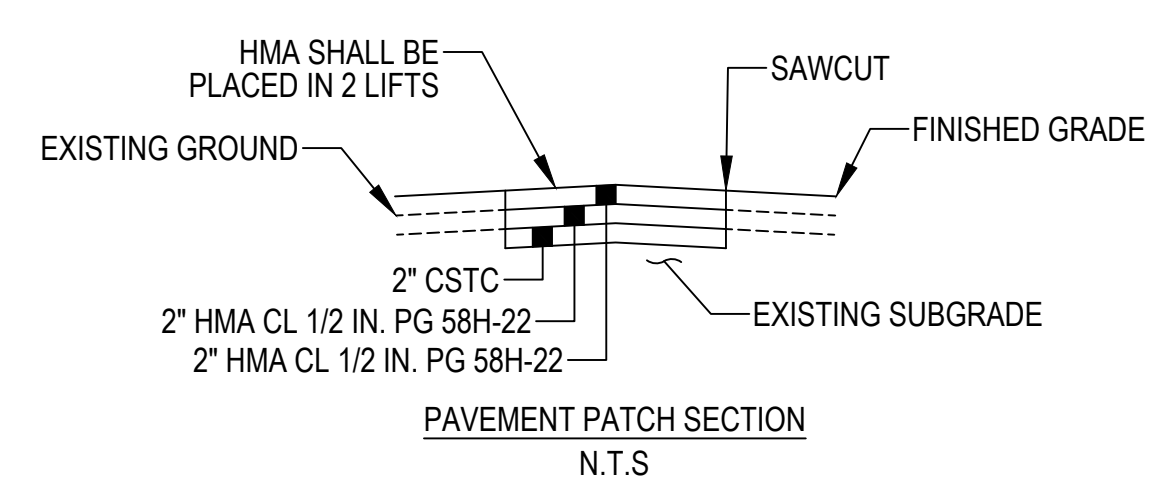
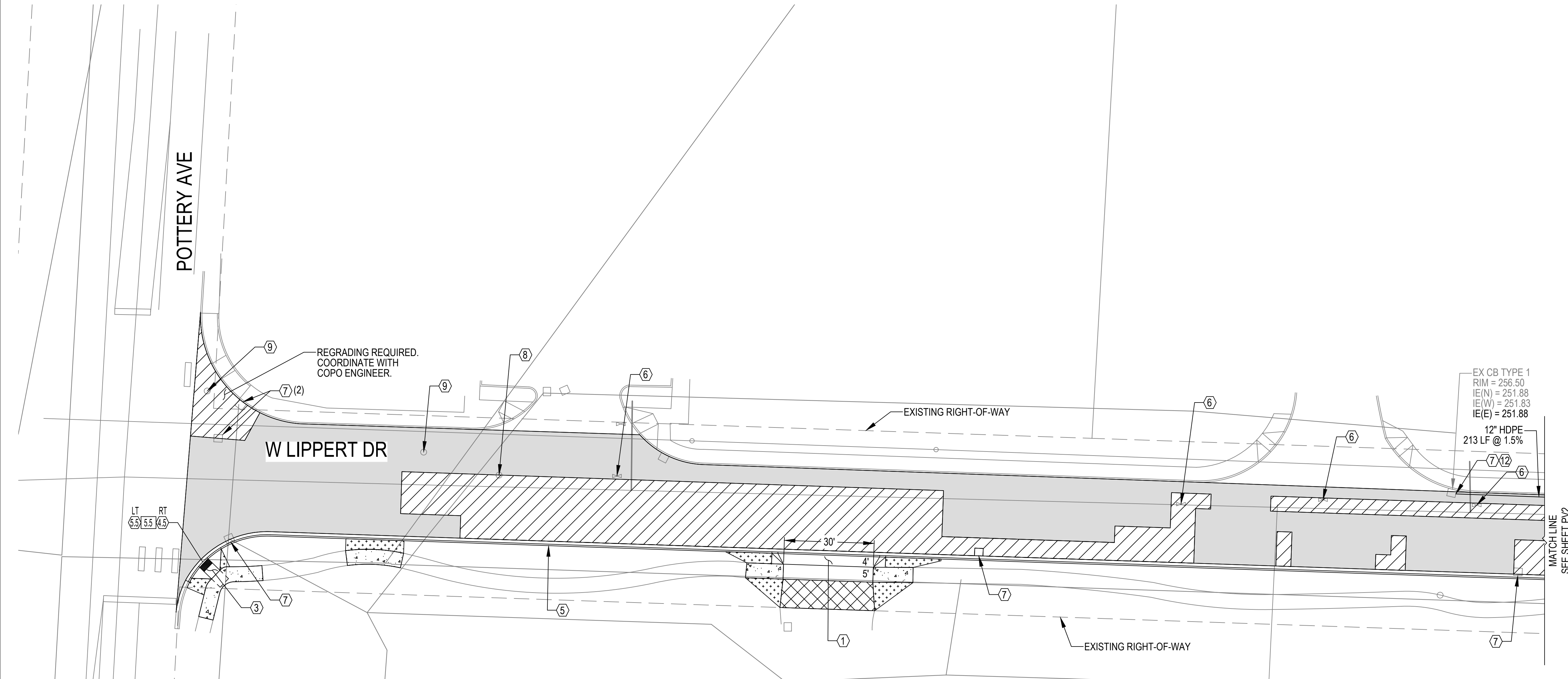
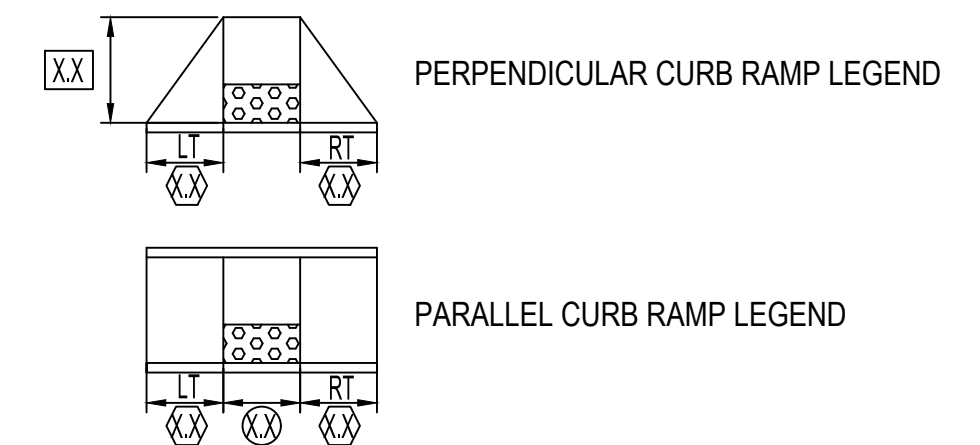
- FULL DEPTH PAVEMENT DIG OUTS SHALL BE COORDINATED WITH THE CITY OF PORT ORCHARD ENGINEER.
- STORM DRAIN INLET PROTECTION PER WSDOT STD. PLAN I-40.20 SHALL BE INSTALLED ON ALL NEW CATCH BASINS AT THE TIME OF INSTALLATION AND IN ALL EXISTING CATCH BASINS BEFORE COMMENCING WORK PER THESE PLANS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN EXISTING HORIZONTAL AND VERTICAL CURB RETURN INFORMATION REQUIRED TO REPLACE EXISTING CURB AND GUTTER IN THE SAME LOCATION.
- ALL SIDEWALKS SHALL MATCH INTO EXISTING AT THE NEAREST JOINT.
- CONTRACTOR SHALL CRACK SEAL ALL PAVEMENT CRACKS IN LOCATIONS OUTSIDE OF PAVEMENT PATCHES PRIOR TO OVERLAY IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

CONSTRUCTION NOTES:

- INSTALL CEMENT CONC. DRIVEWAY ENTRANCE TYPE B PER COPO STD. PLAN 321
- INSTALL CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1 PER WSDOT STD. PLAN F-80.10
- INSTALL CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A PER WSDOT STD. PLAN F-40.15
- INSTALL CEMENT CONC. CURB RAMP TYPE PARALLEL A PER WSDOT STD. PLAN F-40.12
- INSTALL CEMENT CONC. TRAFFIC CURB AND GUTTER PER COPO STD. PLAN 300
- ADJUST VALVE BOX TO GRADE
- ADJUST CATCH BASIN TO GRADE
- ADJUST MANHOLE TO GRADE
- ADJUST UTILITY VAULT CASTING TO GRADE
- PROVIDE AND INSTALL CATCH BASIN TYPE 1 PER WSDOT STD. PLAN B-5.20
- CEMENT CONC. BUS PAD PER SPECIFICATIONS. SHELTER TO BE RELOCATED BY KITSAP TRANSIT
- CONNECTION TO DRAINAGE STRUCTURE
- CEMENT CONC. ROLLED CURB AND GUTTER PER COPO STD. PLAN 300
- CEMENT CONC. TRANSITION CURB PER DETAIL, DWG. PV2
- CEMENT CONC. PEDESTRIAN CURB PER COPO STD. PLAN 301
- 4" CEMENT CONC. TRAFFIC CURB AND GUTTER
- INSTALL CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2 PER WSDOT STD. PLAN F-80.10

LEGEND:

- 4" HMA CL. 1/2 IN. PG 58H-22 OVER 2" CSTC
- 2" HMA CL. 1/2 IN. PG 58H-22
- DETECTABLE WARNING SURFACE PER COPO STD. PLAN 341
- CEMENT CONC. SIDEWALK PER COPO STD. PLAN 340
- 3" HMA FOR APPROACH CL. 1/2 IN. PG 58H-22 OVER 2" CSTC
- LANDSCAPING AND LANDSCAPE RESTORATION
- CURB RETURN. SEE TABLES ON PV2



DESIGN	CHECK	REVIEW	D
REVISION	TYPE	DATE	REVISIONS

DISCLAIMER: THIS PLAN WAS DEVELOPED FROM CITY OF PORT ORCHARD AND KITSAP COUNTY GIS INFORMATION ALONG WITH AERIAL IMAGERY AND MAY NOT REPRESENT TRUE CONDITIONS IN THE FIELD.

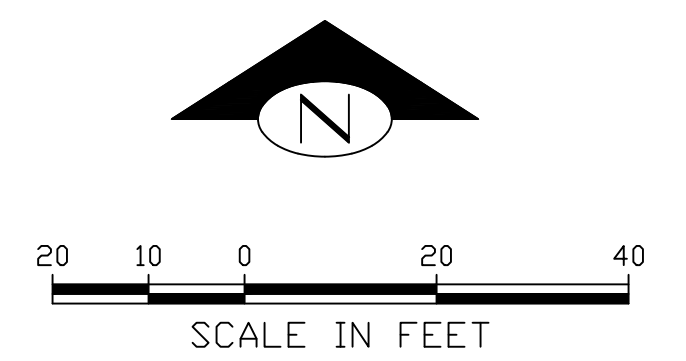
CITY OF PORT ORCHARD CAPITAL PROJECTS
 216 PROSPECT STREET, PORT ORCHARD, WA 98366
 PHONE: 360.876.4991

NAME OR INITIALS AND DATE		NAME OR INITIALS AND DATE	
DESIGNED	CAW NOV 2021	PROJECT MANAGER:	K. CHRIS HAMMER
CHECKED	KCH NOV 2021	REVIEWED:	NOV 2021
DRAWN	CAW NOV 2021	REVISED AS-BUILT	
CHECKED	KCH NOV 2021		



LIPPERT PAVEMENT REPAIR AND SIDEWALK
 RETROFIT
 PAVING PLAN

PLAN NO.
PV1
 SHEET
 5 OF 10



SEC. 2 T.23N. R.1E. W.M.

GENERAL NOTES:

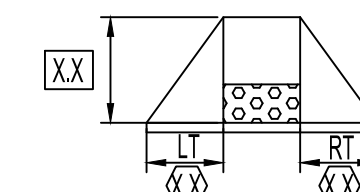
- FULL DEPTH PAVEMENT DIG OUTS SHALL BE COORDINATED WITH THE CITY OF PORT ORCHARD ENGINEER.
- STORM DRAIN INLET PROTECTION PER WSDOT STD. PLAN I-40.20 SHALL BE INSTALLED ON ALL NEW CATCH BASINS AT THE TIME OF INSTALLATION AND IN ALL EXISTING CATCH BASINS BEFORE COMMENCING WORK PER THESE PLANS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN EXISTING HORIZONTAL AND VERTICAL CURB RETURN INFORMATION REQUIRED TO REPLACE EXISTING CURB AND GUTTER IN THE SAME LOCATION.
- ALL SIDEWALKS SHALL MATCH INTO EXISTING AT THE NEAREST JOINT.
- CONTRACTOR SHALL CRACK SEAL ALL PAVEMENT CRACKS IN LOCATIONS OUTSIDE OF PAVEMENT PATCHES PRIOR TO OVERLAY IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

CONSTRUCTION NOTES:

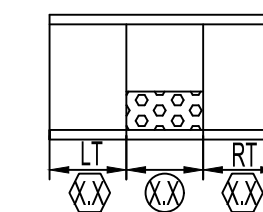
- INSTALL CEMENT CONC. DRIVEWAY ENTRANCE TYPE B PER COPO STD. PLAN 321
- INSTALL CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1 PER WSDOT STD. PLAN F-80.10
- INSTALL CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A PER WSDOT STD. PLAN F-40.15
- INSTALL CEMENT CONC. CURB RAMP TYPE PARALLEL A PER WSDOT STD. PLAN F-40.12
- INSTALL CEMENT CONC. TRAFFIC CURB AND GUTTER PER COPO STD. PLAN 300
- ADJUST VALVE BOX TO GRADE
- ADJUST CATCH BASIN TO GRADE
- ADJUST MANHOLE TO GRADE
- ADJUST UTILITY VAULT CASTING TO GRADE
- PROVIDE AND INSTALL CATCH BASIN TYPE 1 PER WSDOT STD. PLAN B-5.20
- CEMENT CONC. BUS PAD PER SPECIFICATIONS. SHELTER TO BE RELOCATED BY KITSAP TRANSIT
- CONNECTION TO DRAINAGE STRUCTURE
- CEMENT CONC. ROLLED CURB AND GUTTER PER COPO STD. PLAN 300
- CEMENT CONC. TRANSITION CURB PER DETAIL, DWG. PV2
- CEMENT CONC. PEDESTRIAN CURB PER COPO STD. PLAN 301
- 4" CEMENT CONC. TRAFFIC CURB AND GUTTER
- INSTALL CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2 PER WSDOT STD. PLAN F-80.10

LEGEND:

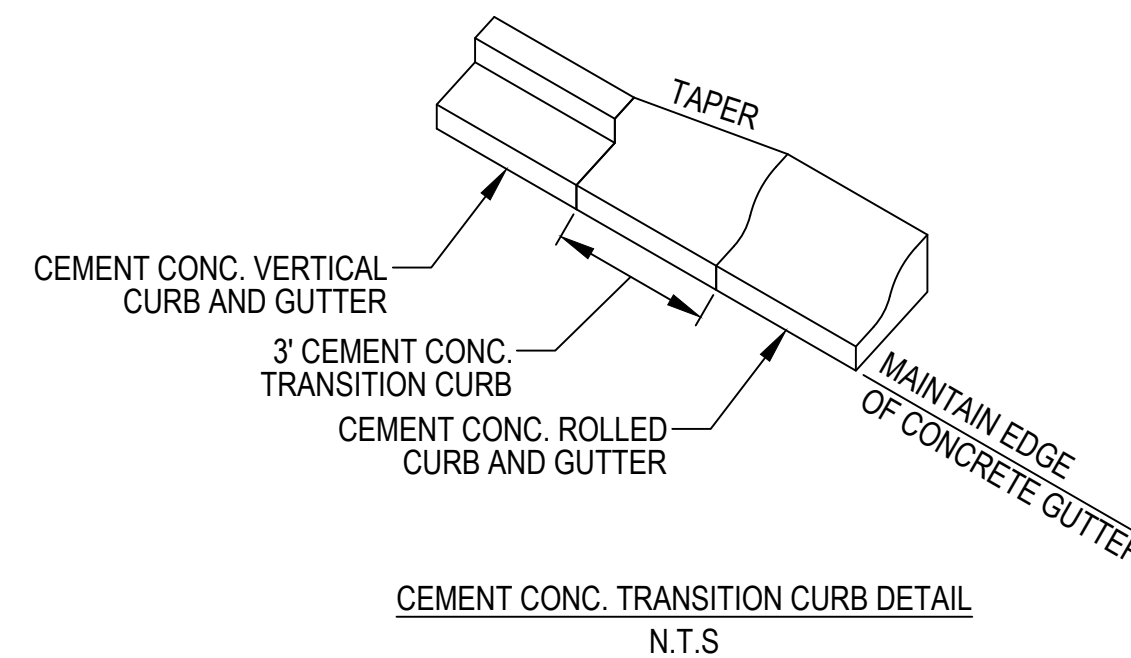
- 4" HMA CL. 1/2 IN. PG 58H-22 OVER 2" CSTC
- 2" HMA CL. 1/2 IN. PG 58H-22
- DETECTABLE WARNING SURFACE PER COPO STD. PLAN 341
- CEMENT CONC. SIDEWALK PER COPO STD. PLAN 340
- 3" HMA FOR APPROACH CL. 1/2 IN. PG 58H-22 OVER 2" CSTC
- LANDSCAPING AND LANDSCAPE RESTORATION
- CURB RETURN. SEE TABLES ON PV2



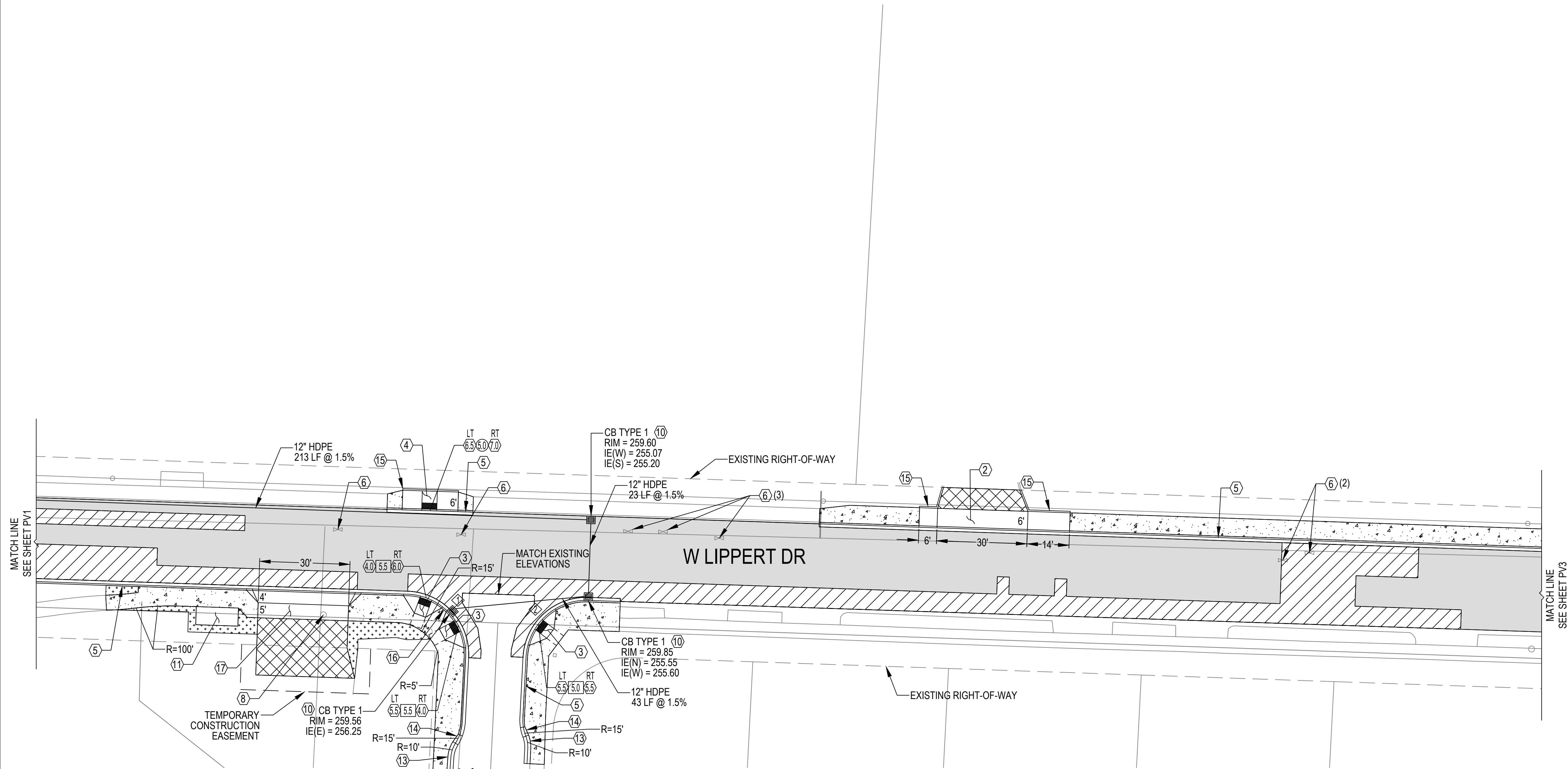
PERPENDICULAR CURB RAMP LEGEND



PARALLEL CURB RAMP LEGEND



CEMENT CONC. TRANSITION CURB DETAIL
N.T.S

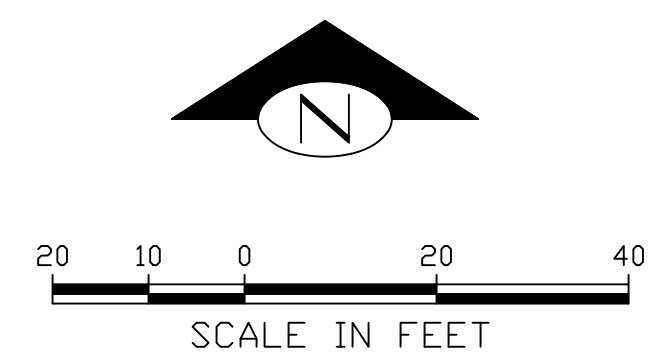


SW CORNER W LIPPERT DR & BECKY AVE CURB RETURN TABLE			
POINT	FLOWLINE ELEV.		
PC (W LIPPERT DR)	259.64	$\Delta = 91^\circ 0' 37''$	
1/4	259.60	$L = 31.77'$	
1/2	259.56	$T = 20.36'$	
3/4	259.60	$R = 20'$	
PT (BECKY AVE)	259.64		

SE CORNER W LIPPERT DR & BECKY AVE CURB RETURN TABLE			
POINT	FLOWLINE ELEV.		
PC (BECKY AVE)	259.66	$\Delta = 88^\circ 59' 23''$	
1/4	259.70	$L = 31.06'$	
1/2	259.75	$T = 19.65'$	
3/4	259.80	$R = 20'$	
PT (W LIPPERT DR)	259.85		

DESIGN	CHECK	REVIEW	D
REVISION	TYPE	REVISIONS	
DATE			

DISCLAIMER: THIS PLAN WAS DEVELOPED FROM CITY OF PORT ORCHARD AND KITSAP COUNTY GIS INFORMATION ALONG WITH AERIAL IMAGERY AND MAY NOT REPRESENT TRUE CONDITIONS IN THE FIELD.



Engineer's Stamp

CITY OF PORT ORCHARD CAPITAL PROJECTS
216 PROSPECT STREET, PORT ORCHARD, WA 98366
PHONE: 360.876.4991

	NAME OR INITIALS AND DATE	NAME OR INITIALS AND DATE
DESIGNED	CAW NOV 2021	PROJECT MANAGER: K. CHRIS HAMMER
CHECKED	KCH NOV 2021	REVIEWED: NOV 2021
DRAWN	CAW NOV 2021	
CHECKED	KCH NOV 2021	REVISED AS-BUILT



LIPPERT PAVEMENT REPAIR AND SIDEWALK
RETROFIT
PAVING PLAN

PLAN NO.
PV2
SHEET
6 OF 10

All work done in accordance with the City of Port Orchard Public Works Engineering Standards and Specifications in effect on the date shown above, and supplemented by Project Provisions.

SEC. 2 T.23N. R.1E. W.M.

GENERAL NOTES:

- FULL DEPTH PAVEMENT DIG OUTS SHALL BE COORDINATED WITH THE CITY OF PORT ORCHARD ENGINEER.
- STORM DRAIN INLET PROTECTION PER WSDOT STD. PLAN I-40.20 SHALL BE INSTALLED ON ALL NEW CATCH BASINS AT THE TIME OF INSTALLATION AND IN ALL EXISTING CATCH BASINS BEFORE COMMENCING WORK PER THESE PLANS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN EXISTING HORIZONTAL AND VERTICAL CURB RETURN INFORMATION REQUIRED TO REPLACE EXISTING CURB AND GUTTER IN THE SAME LOCATION.
- ALL SIDEWALKS SHALL MATCH INTO EXISTING AT THE NEAREST JOINT.
- CONTRACTOR SHALL CRACK SEAL ALL PAVEMENT CRACKS IN LOCATIONS OUTSIDE OF PAVEMENT PATCHES PRIOR TO OVERLAY IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

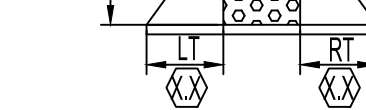
CONSTRUCTION NOTES:

- INSTALL CEMENT CONC. DRIVEWAY ENTRANCE TYPE B PER COPO STD. PLAN 321
- INSTALL CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1 PER WSDOT STD. PLAN F-80.10
- INSTALL CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A PER WSDOT STD. PLAN F-40.15
- INSTALL CEMENT CONC. CURB RAMP TYPE PARALLEL A PER WSDOT STD. PLAN F-40.12
- INSTALL CEMENT CONC. TRAFFIC CURB AND GUTTER PER COPO STD. PLAN 300
- ADJUST VALVE BOX TO GRADE
- ADJUST CATCH BASIN TO GRADE
- ADJUST MANHOLE TO GRADE
- ADJUST UTILITY VAULT CASTING TO GRADE
- PROVIDE AND INSTALL CATCH BASIN TYPE 1 PER WSDOT STD. PLAN B-5.20
- CEMENT CONC. BUS PAD PER SPECIFICATIONS. SHELTER TO BE RELOCATED BY KITSAP TRANSIT
- CONNECTION TO DRAINAGE STRUCTURE
- CEMENT CONC. ROLLED CURB AND GUTTER PER COPO STD. PLAN 300
- CEMENT CONC. TRANSITION CURB PER DETAIL, DWG. PV2
- CEMENT CONC. PEDESTRIAN CURB PER COPO STD. PLAN 301
- 4" CEMENT CONC. TRAFFIC CURB AND GUTTER
- INSTALL CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2 PER WSDOT STD. PLAN F-80.10

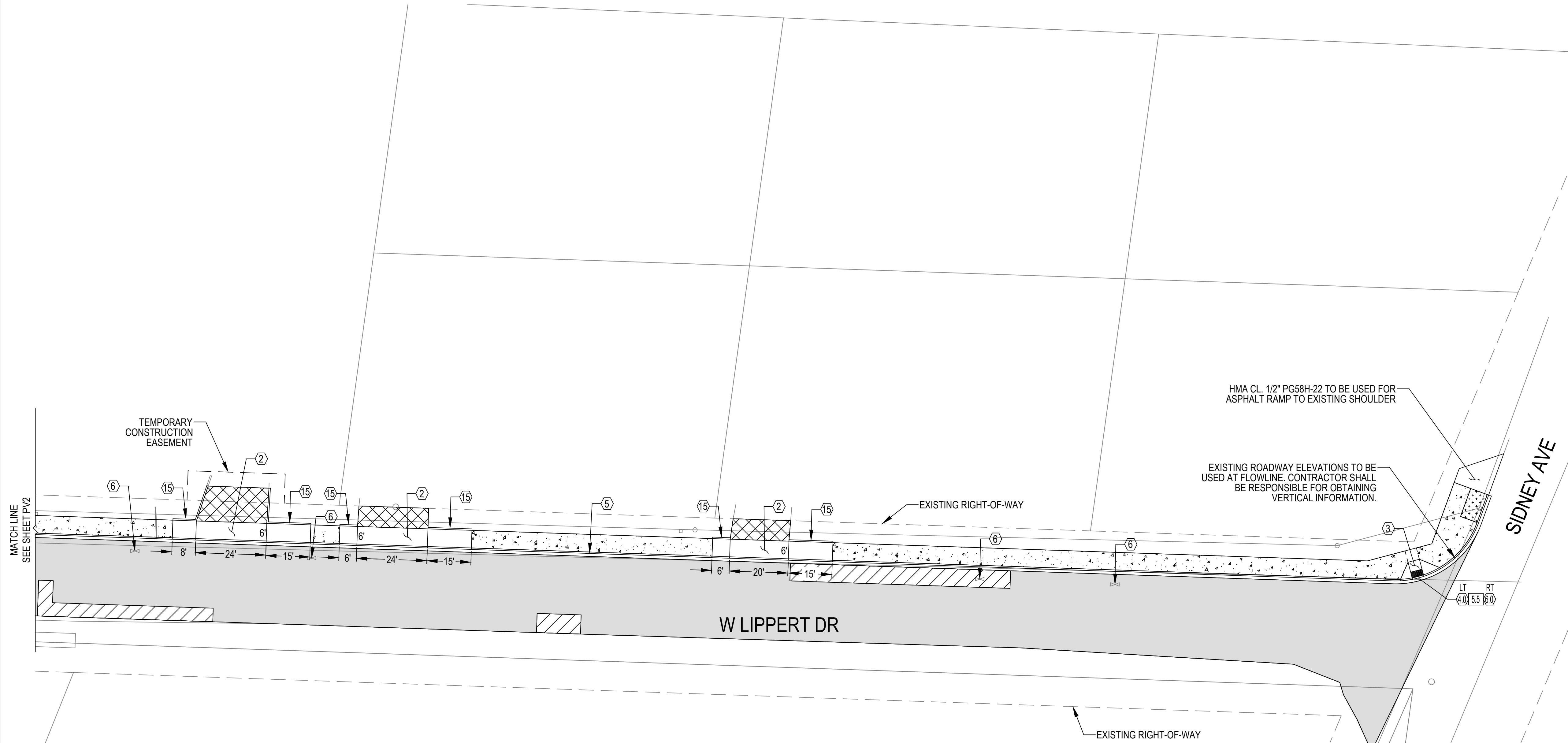
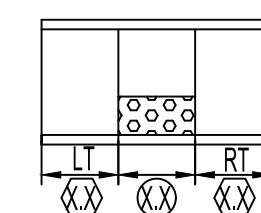
LEGEND:

- 4" HMA CL. 1/2 IN. PG 58H-22 OVER 2" CSTC
- 2" HMA CL. 1/2 IN. PG 58H-22
- DETECTABLE WARNING SURFACE PER COPO STD. PLAN 341
- CEMENT CONC. SIDEWALK PER COPO STD. PLAN 340
- 3" HMA FOR APPROACH CL. 1/2 IN. PG 58H-22 OVER 2" CSTC
- LANDSCAPING AND LANDSCAPE RESTORATION
- CURB RETURN. SEE TABLES ON PV2

PERPENDICULAR CURB RAMP LEGEND



PARALLEL CURB RAMP LEGEND



DESIGN'D	CHECK'D	REVIEW'D
REVISION	TYPE	REVISIONS
DATE		

DISCLAIMER: THIS PLAN WAS DEVELOPED FROM CITY OF PORT ORCHARD AND KITSAP COUNTY GIS INFORMATION ALONG WITH AERIAL IMAGERY AND MAY NOT REPRESENT TRUE CONDITIONS IN THE FIELD.

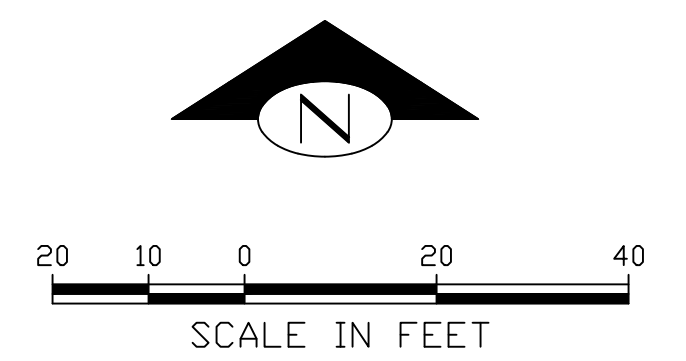
CITY OF PORT ORCHARD CAPITAL PROJECTS
 216 PROSPECT STREET, PORT ORCHARD, WA 98366
 PHONE: 360.876.4991

DESIGNED	CAW NOV 2021	PROJECT MANAGER:	K. CHRIS HAMMER
CHECKED	KCH NOV 2021	REVIEWED:	NOV 2021
DRAWN	CAW NOV 2021	REVISED AS-BUILT	
CHECKED	KCH NOV 2021		



LIPPERT PAVEMENT REPAIR AND SIDEWALK
 RETROFIT
 PAVING PLAN





PLAN NO.
PV3
 SHEET
 7 OF 10

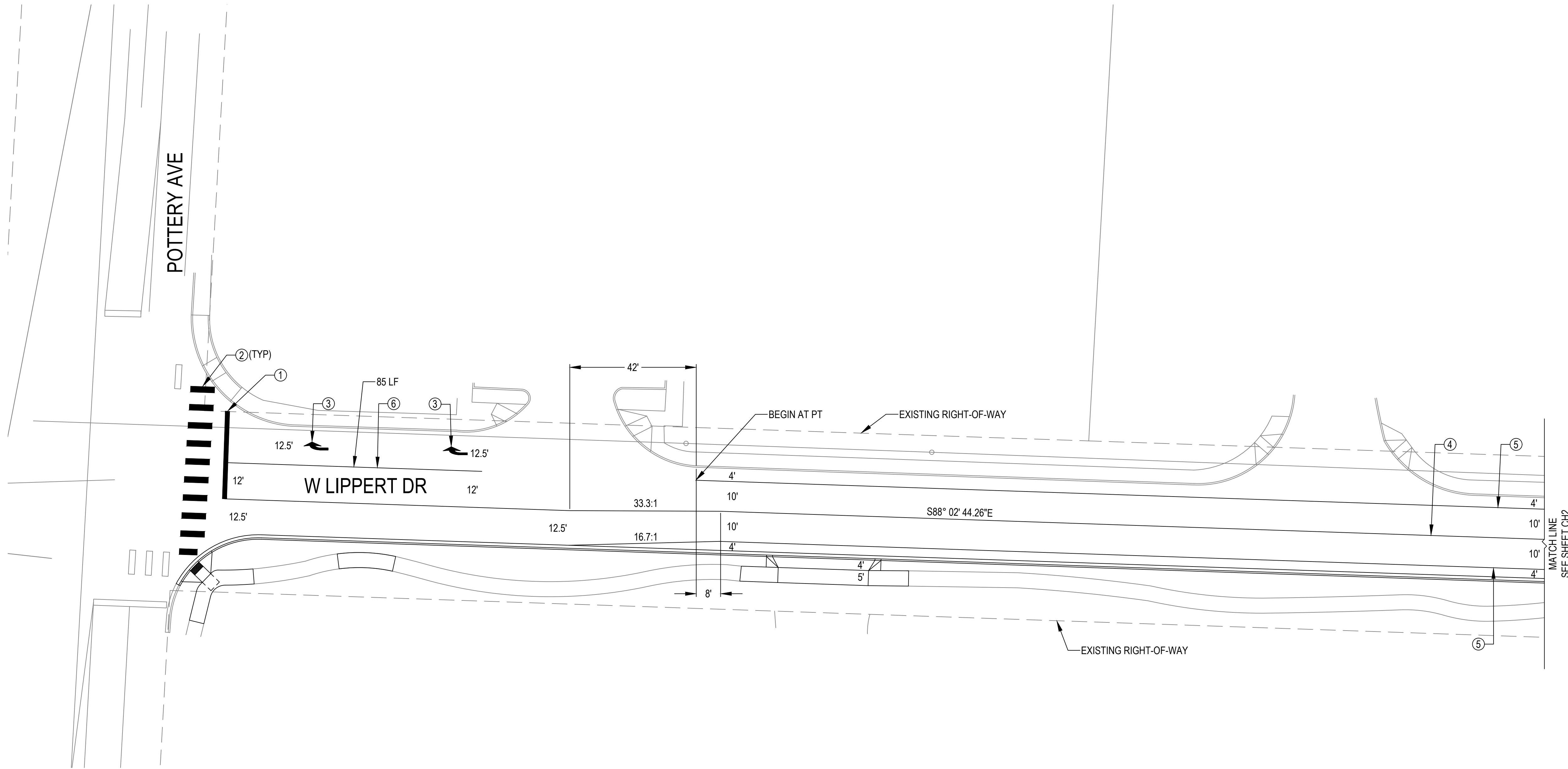


SEC. 2 T.23N. R.1E. W.M.

- GENERAL NOTES:**
- EXISTING PAVEMENT MARKINGS AND SIGNS THAT CONFLICT WITH CHANNELIZATION AND SIGNING PLAN SHALL BE REMOVED.
 - CONTRACTOR SHALL COORDINATE WITH COPO OPERATIONS AND MAINTENANCE PRIOR TO STRIPING AND SIGNING.
 - DIMENSIONS ADJACENT TO CURB AND GUTTER ARE MEASURED FROM FACE OF CURB.
 - ALL PLASTIC PAVEMENT MARKINGS SHALL UTILIZE TYPE A - LIQUID HOT APPLIED THERMOPLASTIC PER WSDOT SPECIFICATIONS.

- CHANNELIZATION NOTES:**
- INSTALL PLASTIC 18" STOP LINE PER COPO STD. PLANS 427 AND 430
 - INSTALL PLASTIC CROSSWALK LINE PER COPO STD. PLAN 427
 - INSTALL PLASTIC TYPE 2R TRAFFIC ARROW PER COPO STD. PLAN 430
 - INSTALL PAINTED DOUBLE YELLOW CENTERLINE PER COPO STD. PLAN 424
 - INSTALL PAINTED WHITE WIDE EDGE LINE PER WSDOT STD. PLAN M-20.10
 - INSTALL PLASTIC WHITE WIDE SOLID LANE LINE PER WSDOT STD. PLAN M-20.10

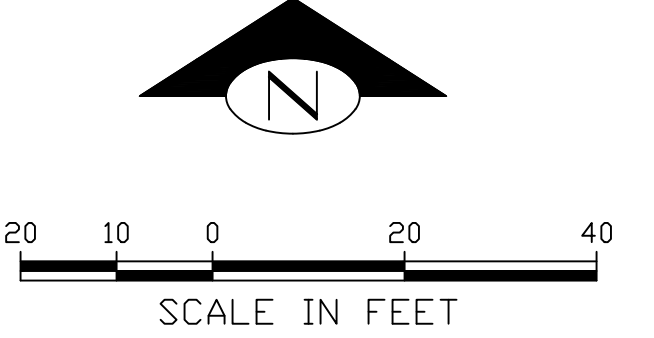
- LEGEND:**
-  NEW SIGN
 -  REMOVE EXISTING SIGN
 -  NEW SIGN
 -  EXISTING SIGN



DATE	REVISION	TYPE	CHECK'D	REVIEW'D

Engineer's Stamp

DISCLAIMER: THIS PLAN WAS DEVELOPED FROM CITY OF PORT ORCHARD AND KITSAP COUNTY GIS INFORMATION ALONG WITH AERIAL IMAGERY AND MAY NOT REPRESENT TRUE CONDITIONS IN THE FIELD.



CITY OF PORT ORCHARD CAPITAL PROJECTS
 216 PROSPECT STREET, PORT ORCHARD, WA 98366
 PHONE: 360.876.4991

NAME OR INITIALS AND DATE		NAME OR INITIALS AND DATE	
DESIGNED	CAW NOV 2021	PROJECT MANAGER:	K. CHRIS HAMMER
CHECKED	KCH NOV 2021	REVIEWED:	NOV 2021
DRAWN	CAW NOV 2021	REVISED AS-BUILT	
CHECKED	KCH NOV 2021		



LIPPERT PAVEMENT REPAIR AND SIDEWALK
 RETROFIT
 CHANNELIZATION AND SIGNING PLAN

PLAN NO.
CH1
 SHEET
 8 OF 10

SEC. 2 T.23N. R.1E. W.M.





GENERAL NOTES:

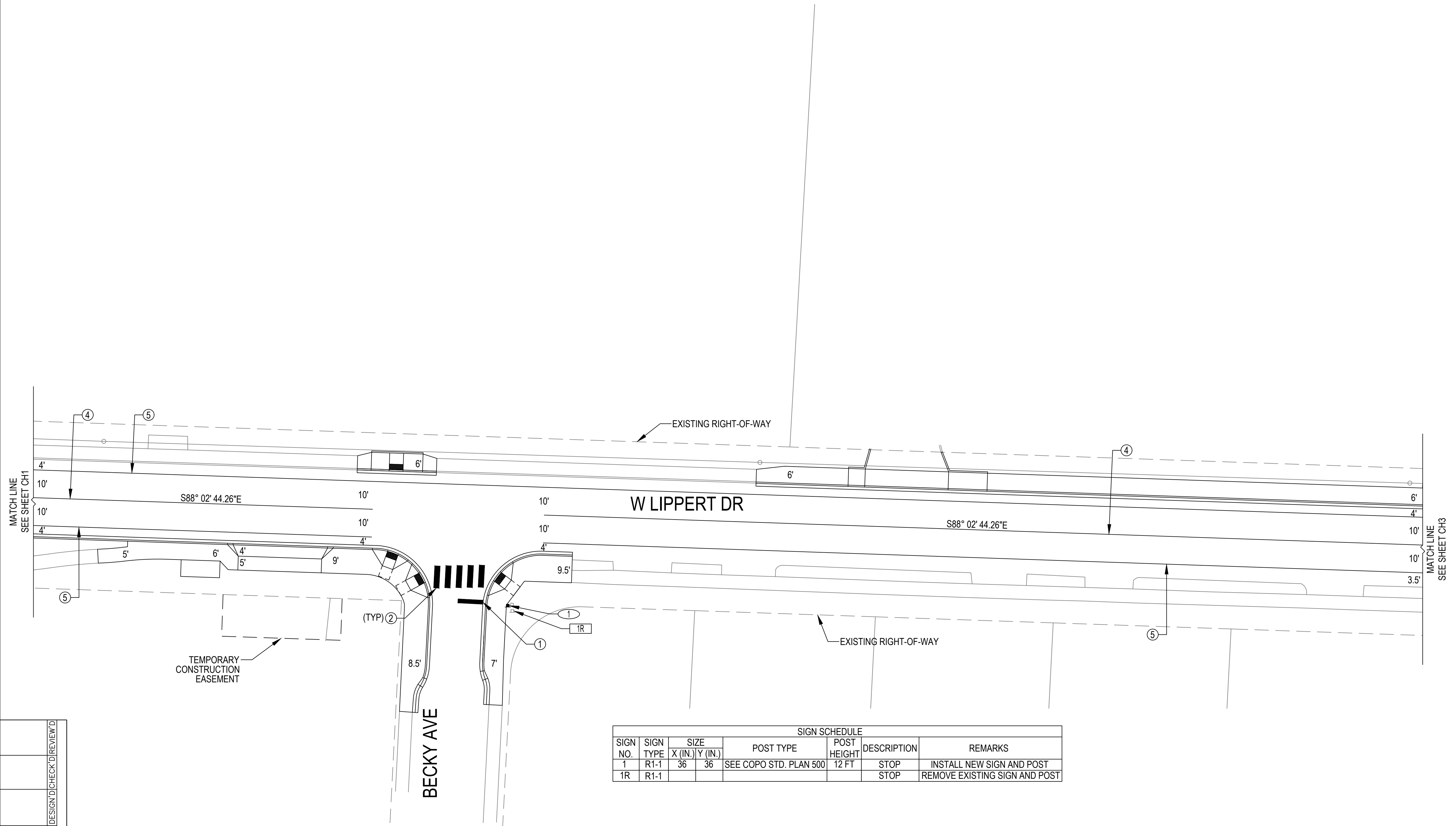
- EXISTING PAVEMENT MARKINGS AND SIGNS THAT CONFLICT WITH CHANNELIZATION AND SIGNING PLAN SHALL BE REMOVED.
- CONTRACTOR SHALL COORDINATE WITH COPO OPERATIONS AND MAINTENANCE PRIOR TO STRIPING AND SIGNING.
- DIMENSIONS ADJACENT TO CURB AND GUTTER ARE MEASURED FROM FACE OF CURB.
- ALL PLASTIC PAVEMENT MARKINGS SHALL UTILIZE TYPE A - LIQUID HOT APPLIED THERMOPLASTIC PER WSDOT SPECIFICATIONS.

CHANNELIZATION NOTES:

- INSTALL PLASTIC 18" STOP LINE PER COPO STD. PLANS 427 AND 430
- INSTALL PLASTIC CROSSWALK LINE PER COPO STD. PLAN 427
- INSTALL PLASTIC TYPE 2R TRAFFIC ARROW PER COPO STD. PLAN 430
- INSTALL PAINTED DOUBLE YELLOW CENTERLINE PER COPO STD. PLAN 424
- INSTALL PAINTED WHITE WIDE EDGE LINE PER WSDOT STD. PLAN M-20.10
- INSTALL PLASTIC WHITE WIDE SOLID LANE LINE PER WSDOT STD. PLAN M-20.10

LEGEND:

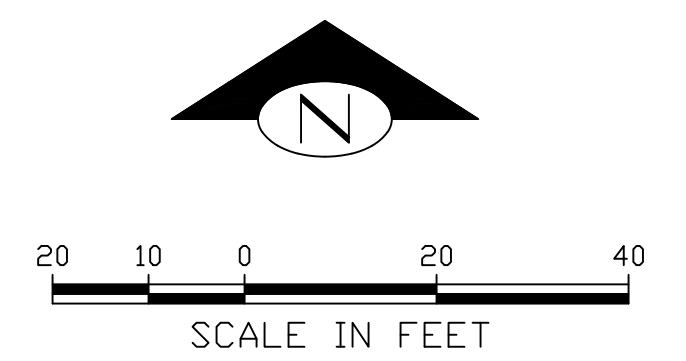
-  NEW SIGN
-  REMOVE EXISTING SIGN
-  NEW SIGN
-  EXISTING SIGN



SIGN SCHEDULE							
SIGN NO.	SIGN TYPE	SIZE (IN.)		POST TYPE	POST HEIGHT	DESCRIPTION	REMARKS
1	R1-1	36	36	SEE COPO STD. PLAN 500	12 FT	STOP	INSTALL NEW SIGN AND POST
1R	R1-1					STOP	REMOVE EXISTING SIGN AND POST

DESIGN'D	CHECK'D	REVIEW'D
REVISION	TYPE	REVISIONS
DATE		

DISCLAIMER: THIS PLAN WAS DEVELOPED FROM CITY OF PORT ORCHARD AND KITSAP COUNTY GIS INFORMATION ALONG WITH AERIAL IMAGERY AND MAY NOT REPRESENT TRUE CONDITIONS IN THE FIELD.



Engineer's Stamp

CITY OF PORT ORCHARD CAPITAL PROJECTS
 216 PROSPECT STREET, PORT ORCHARD, WA 98366
 PHONE: 360.876.4991

NAME OR INITIALS AND DATE		NAME OR INITIALS AND DATE	
DESIGNED	CAW NOV 2021	PROJECT MANAGER:	K. CHRIS HAMMER
CHECKED	KCH NOV 2021	REVIEWED:	NOV 2021
DRAWN	CAW NOV 2021	REVISED AS-BUILT	
CHECKED	KCH NOV 2021		



LIPPERT PAVEMENT REPAIR AND SIDEWALK
 RETROFIT
 CHANNELIZATION AND SIGNING PLAN

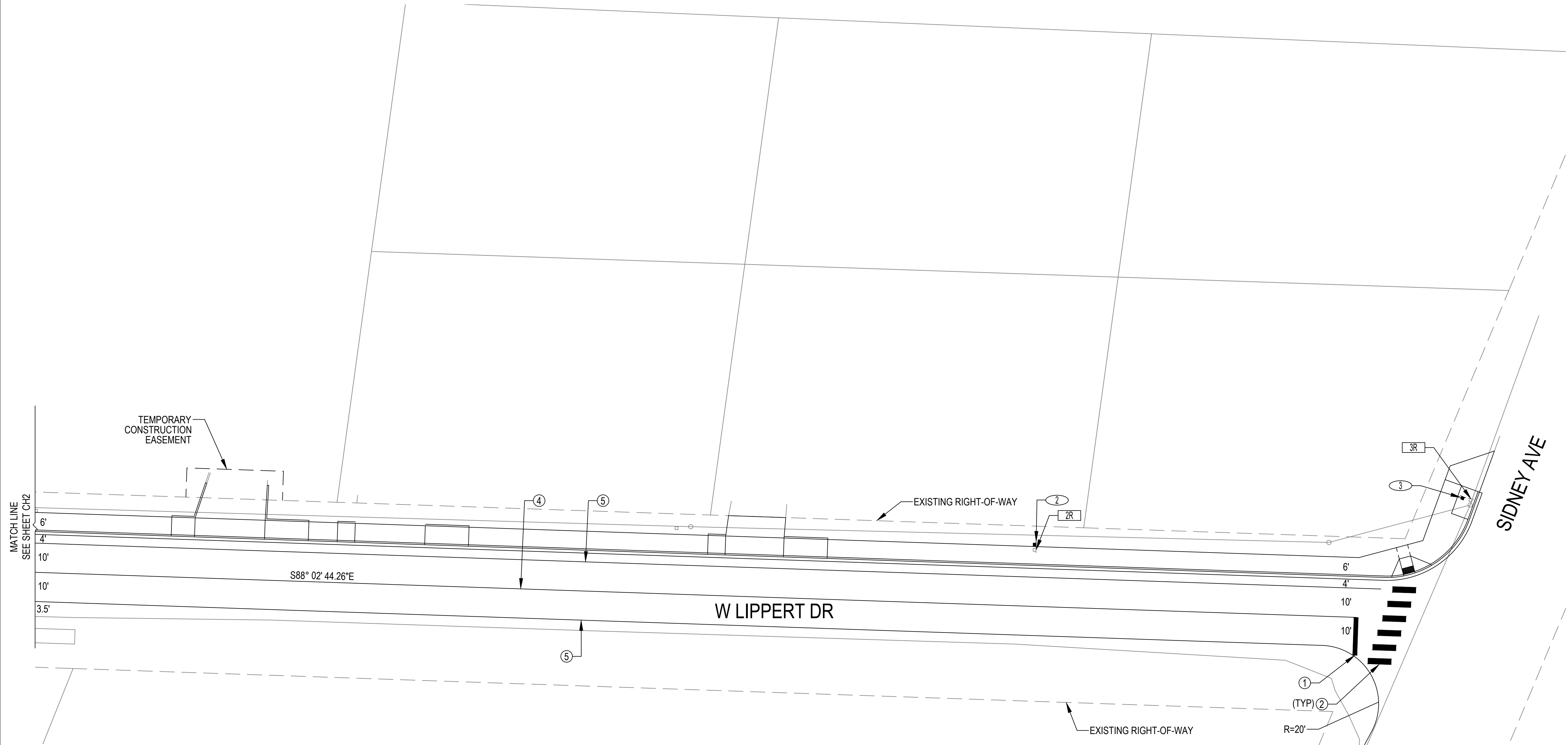
PLAN NO.
CH2
 SHEET
 9 OF 10

SEC. 2 T.23N. R.1E. W.M.

- GENERAL NOTES:**
- EXISTING PAVEMENT MARKINGS AND SIGNS THAT CONFLICT WITH CHANNELIZATION AND SIGNING PLAN SHALL BE REMOVED.
 - CONTRACTOR SHALL COORDINATE WITH COPO OPERATIONS AND MAINTENANCE PRIOR TO STRIPING AND SIGNING.
 - DIMENSIONS ADJACENT TO CURB AND GUTTER ARE MEASURED FROM FACE OF CURB.
 - ALL PLASTIC PAVEMENT MARKINGS SHALL UTILIZE TYPE A - LIQUID HOT APPLIED THERMOPLASTIC PER WSDOT SPECIFICATIONS.

- CHANNELIZATION NOTES:**
- INSTALL PLASTIC 18" STOP LINE PER COPO STD. PLANS 427 AND 430
 - INSTALL PLASTIC CROSSWALK LINE PER COPO STD. PLAN 427
 - INSTALL PLASTIC TYPE 2R TRAFFIC ARROW PER COPO STD. PLAN 430
 - INSTALL PAINTED DOUBLE YELLOW CENTERLINE PER COPO STD. PLAN 424
 - INSTALL PAINTED WHITE WIDE EDGE LINE PER WSDOT STD. PLAN M-20.10
 - INSTALL PLASTIC WHITE WIDE SOLID LANE LINE PER WSDOT STD. PLAN M-20.10

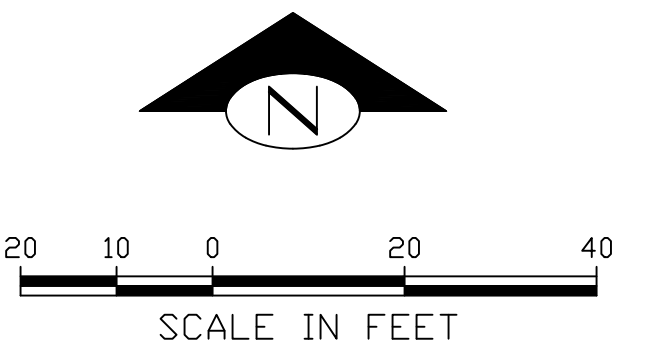
- LEGEND:**
- NEW SIGN
 - REMOVE EXISTING SIGN
 - NEW SIGN
 - EXISTING SIGN



SIGN SCHEDULE							
SIGN NO.	SIGN TYPE	SIZE		POST TYPE	POST HEIGHT	DESCRIPTION	REMARKS
		X (IN.)	Y (IN.)				
2	R2-1	30	36	SEE COPO STD. PLAN 500	12 FT	25 MPH SPEED LIMIT	INSTALL NEW SIGN AND POST
2R	R2-1					25 MPH SPEED LIMIT	REMOVE EXISTING SIGN AND POST
3	R1-1	36	36	SEE COPO STD. PLAN 500	12 FT	STOP	INSTALL NEW SIGN AND POST
3R	R1-1					STOP	REMOVE EXISTING SIGN AND POST

DESIGN'D	CHECK'D	REVIEW'D
REVISION	TYPE	REVISIONS
DATE		

DISCLAIMER: THIS PLAN WAS DEVELOPED FROM CITY OF PORT ORCHARD AND KITSAP COUNTY GIS INFORMATION ALONG WITH AERIAL IMAGERY AND MAY NOT REPRESENT TRUE CONDITIONS IN THE FIELD.



CITY OF PORT ORCHARD CAPITAL PROJECTS
 216 PROSPECT STREET, PORT ORCHARD, WA 98366
 PHONE: 360.876.4991

NAME OR INITIALS AND DATE		NAME OR INITIALS AND DATE	
DESIGNED	CAW NOV 2021	PROJECT MANAGER:	K. CHRIS HAMMER
CHECKED	KCH NOV 2021	REVIEWED:	NOV 2021
DRAWN	CAW NOV 2021	REVISED AS-BUILT	
CHECKED	KCH NOV 2021		



LIPPERT PAVEMENT REPAIR AND SIDEWALK
 RETROFIT
 CHANNELIZATION AND SIGNING PLAN

PLAN NO.
CH3
 SHEET
 10 OF 10

Engineer's Stamp

All work done in accordance with the City of Port Orchard Public Works Engineering Standards and Specifications in effect on the date shown above, and supplemented by Project Provisions.

1 **INTRO.RTF**

2 **INTRODUCTION TO THE SPECIAL PROVISIONS**

3

4

5 *(December 10, 2020 APWA GSP)*

6

7 The work on this project shall be accomplished in accordance with the *Standard Specifications*
8 *for Road, Bridge and Municipal Construction*, 2022 edition, as issued by the Washington State
9 Department of Transportation (WSDOT) and the American Public Works Association (APWA),
10 Washington State Chapter (hereafter "Standard Specifications"). The Standard
11 Specifications, as modified or supplemented by these Special Provisions, all of which are
12 made a part of the Contract Documents, shall govern all of the Work.

13

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

21

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

24

25 *(March 8, 2013 APWA GSP)*

26 *(April 1, 2013 WSDOT GSP)*

27

28 Also incorporated into the Contract Documents by reference are:

- 29 • *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted
30 edition, with Washington State modifications, if any
- 31 • *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current
32 edition
- 33 • *City of Port Orchard Public Works Engineering Standards and Specifications*, currently
34 adopted edition

35

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

37

38 DIVISION1.GR1

39

40 **Division 1**
41 **General Requirements**

42

43 **1-01.3.RTF**

44 **1-01.3 Definitions**

45 *(January 4, 2016 APWA GSP)*

46

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

49

49 **Dates**

50

50 ***Bid Opening Date***

51

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

1 **Award Date**
2 The date of the formal decision of the Contracting Agency to accept the lowest
3 responsible and responsive Bidder for the Work.

4 **Contract Execution Date**
5 The date the Contracting Agency officially binds the Agency to the Contract.

6 **Notice to Proceed Date**
7 The date stated in the Notice to Proceed on which the Contract time begins.

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

14 **Physical Completion Date**
15 The day all of the Work is physically completed on the project. All documentation
16 required by the Contract and required by law does not necessarily need to be
17 furnished by the Contractor by this date.

18 **Completion Date**
19 The day all the Work specified in the Contract is completed and all the obligations of
20 the Contractor under the contract are fulfilled by the Contractor. All documentation
21 required by the Contract and required by law must be furnished by the Contractor
22 before establishment of this date.

23 **Final Acceptance Date**
24 The date on which the Contracting Agency accepts the Work as complete.

25
26 Supplement this Section with the following:

27
28 All references in the Standard Specifications, Amendments, or WSDOT General Special
29 Provisions, to the terms “Department of Transportation”, “Washington State
30 Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”,
31 “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

32
33 All references to the terms “State” or “state” shall be revised to read “Contracting
34 Agency” unless the reference is to an administrative agency of the State of Washington,
35 a State statute or regulation, or the context reasonably indicates otherwise.

36
37 All references to “State Materials Laboratory” shall be revised to read “Contracting
38 Agency designated location”.

39
40 All references to “final contract voucher certification” shall be interpreted to mean the
41 Contracting Agency form(s) by which final payment is authorized, and final completion
42 and acceptance granted.

43
44 **Additive**
45 A supplemental unit of work or group of bid items, identified separately in the Bid
46 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition
47 to the base bid.

48

- 1 **Alternate**
2 One of two or more units of work or groups of bid items, identified separately in the Bid
3 Proposal, from which the Contracting Agency may make a choice between different
4 methods or material of construction for performing the same work.
5
6 **Business Day**
7 A business day is any day from Monday through Friday except holidays as listed in
8 Section 1-08.5.
9
10 **Contract Bond**
11 The definition in the Standard Specifications for “Contract Bond” applies to whatever
12 bond form(s) are required by the Contract Documents, which may be a combination of a
13 Payment Bond and a Performance Bond.
14
15 **Contract Documents**
16 See definition for “Contract”.
17
18 **Contract Time**
19 The period of time established by the terms and conditions of the Contract within which
20 the Work must be physically completed.
21
22 **Notice of Award**
23 The written notice from the Contracting Agency to the successful Bidder signifying the
24 Contracting Agency’s acceptance of the Bid Proposal.
25
26 **Notice to Proceed**
27 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
28 and directing the Contractor to proceed with the Work and establishing the date on which
29 the Contract time begins.
30
31 **Traffic**
32 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
33 equestrian traffic.
34
35 1-02.GR1
36 **Bid Procedures and Conditions**
37
38 1-02.1.GR1
39 **Prequalification of Bidders**
40
41 **1-02.1.RTF**
42 **1-02 BID PROCEDURES AND CONDITIONS**
43
44 Section 1-02 is supplemented with the following:
45
46 (*****)
47 This project includes Community Development Block Program (CDBG) federal funds
48 administered by the US Department of Housing (HUD) and the Kitsap County Human
49 Services Department. Refer to Appendix A for additional “Bid and Contract Provisions”.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)

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

1-02.2.RTF

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")	1	Furnished automatically upon award.
Contract Provisions	1	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	N/A	Furnished only upon request.

25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

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.GR1

Examination of Plans, Specifications and Site of Work

1-02.4(1).GR1

General

1-02.4(1).OptionA.RTF

1-02.4(1) General
(June 24, 2021 APWA GSP Option A)

The first sentence of the seventh paragraph, beginning with “Any prospective Bidder desiring...”, is revised to read:

1 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,
2 must request the explanation or interpretation in writing soon enough to allow a written
3 reply to reach all prospective Bidders before the submission of their Bids.
4

5 **1-02.5.RTF**
6 **1-02.5 Proposal Forms**
7 *(July 31, 2017 APWA GSP)*
8

9 Delete this section and replace it with the following:

10
11 The Proposal Form will identify the project and its location and describe the work. It will
12 also list estimated quantities, units of measurement, the items of work, and the materials
13 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal
14 form that call for, but are not limited to, unit prices; extensions; summations; the total bid
15 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment
16 of addenda; the bidder's name, address, telephone number, and signature; the bidder's
17 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
18 Registration Number; and a Business License Number, if applicable. Bids shall be
19 completed by typing or shall be printed in ink by hand, preferably in black ink. The
20 required certifications are included as part of the Proposal Form.
21

22 The Contracting Agency reserves the right to arrange the proposal forms with alternates
23 and additives, if such be to the advantage of the Contracting Agency. The bidder shall
24 bid on all alternates and additives set forth in the Proposal Form unless otherwise
25 specified.
26

27 **1-02.10.RTF**
28 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**
29 *(July 23, 2015 APWA GSP)*
30

31 Delete this section, and replace it with the following:

32
33 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
34 withdraw, revise, or supplement it if:
35

- 36 1. The Bidder submits a written request signed by an authorized person and
37 physically delivers it to the place designated for receipt of Bid Proposals, and
38 2. The Contracting Agency receives the request before the time set for receipt of
39 Bid Proposals, and
40 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
41 Agency before the time set for receipt of Bid Proposals.
42

43 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received
44 before the time set for receipt of Bid Proposals, the Contracting Agency will return the
45 unopened Proposal package to the Bidder. The Bidder must then submit the revised or
46 supplemented package in its entirety. If the Bidder does not submit a revised or
47 supplemented package, then its bid shall be considered withdrawn.
48

49 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
50 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed
51 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.
52

1 **1-02.13.RTF**
2 **1-02.13 Irregular Proposals**
3 *(October 1, 2020 APWA GSP)*
4

5 Delete this section and replace it with the following:
6

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

1 **1-02.14.Option.A.RTF**
2 **1-02.14 Disqualification of Bidders**
3 *(May 17, 2018 APWA GSP, Option A)*

4
5 Delete this section and replace it with the following:

6
7 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
8 responsibility criteria in RCW 39.04.350(1), as amended.

9
10 The Contracting Agency will verify that the Bidder meets the mandatory bidder
11 responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the
12 Contracting Agency reserves the right to request documentation as needed from the
13 Bidder and third parties concerning the Bidder's compliance with the mandatory bidder
14 responsibility criteria.

15
16 If the Contracting Agency determines the Bidder does not meet the mandatory bidder
17 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the
18 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination.
19 If the Bidder disagrees with this determination, it may appeal the determination within two
20 (2) business days of the Contracting Agency's determination by presenting its appeal and
21 any additional information to the Contracting Agency. The Contracting Agency will
22 consider the appeal and any additional information before issuing its final determination.
23 If the final determination affirms that the Bidder is not responsible, the Contracting Agency
24 will not execute a contract with any other Bidder until at least two business days after the
25 Bidder determined to be not responsible has received the Contracting Agency's final
26 determination.

27
28 **1-02.14.Option.B.RTF**
29 **1-02.14 Disqualification of Bidders**
30 *(May 17, 2018 APWA GSP, Option B)*

31
32 Delete this section and replace it with the following:

33
34 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory
35 bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet
36 Supplemental Criteria 1-7 listed in this Section.

37
38 The Contracting Agency will verify that the Bidder meets the mandatory bidder
39 responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence
40 that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as
41 stated later in this Section.

42
43
44 1. **Delinquent State Taxes**

- 45
46 A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State
47 Department of Revenue without a payment plan approved by the Department
48 of Revenue.
49
50 B. Documentation: The Bidder, if and when required as detailed below, shall sign
51 a statement (on a form to be provided by the Contracting Agency) that the
52 Bidder does not owe delinquent taxes to the Washington State Department of

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. **Subcontractor Responsibility**

- A. Criterion: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

- A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
 - Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

5. **Public Bidding Crime**

- A. **Criterion:** The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. **Termination for Cause / Termination for Default**

- A. **Criterion:** The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .

7. **Lawsuits**

- A. **Criterion:** The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain

1 information from third-parties and independent sources of information concerning a
2 Bidder's compliance with the mandatory and supplemental criteria, and to use that
3 information in their evaluation. The Contracting Agency may consider mitigating
4 factors in determining whether the Bidder complies with the requirements of the
5 supplemental criteria.
6

7 The basis for evaluation of Bidder compliance with these mandatory and supplemental
8 criteria shall include any documents or facts obtained by Contracting Agency (whether
9 from the Bidder or third parties) including but not limited to: (i) financial, historical, or
10 operational data from the Bidder; (ii) information obtained directly by the Contracting
11 Agency from others for whom the Bidder has worked, or other public agencies or
12 private enterprises; and (iii) any additional information obtained by the Contracting
13 Agency which is believed to be relevant to the matter.
14

15 If the Contracting Agency determines the Bidder does not meet the bidder
16 responsibility criteria above and is therefore not a responsible Bidder, the Contracting
17 Agency shall notify the Bidder in writing, with the reasons for its determination. If the
18 Bidder disagrees with this determination, it may appeal the determination within two (2)
19 business days of the Contracting Agency's determination by presenting its appeal and
20 any additional information to the Contracting Agency. The Contracting Agency will
21 consider the appeal and any additional information before issuing its final
22 determination. If the final determination affirms that the Bidder is not responsible, the
23 Contracting Agency will not execute a contract with any other Bidder until at least two
24 business days after the Bidder determined to be not responsible has received the
25 Contracting Agency's final determination.
26

27 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders
28 with concerns about the relevancy or restrictiveness of the Supplemental Bidder
29 Responsibility Criteria may make or submit requests to the Contracting Agency to
30 modify the criteria. Such requests shall be in writing, describe the nature of the
31 concerns, and propose specific modifications to the criteria. Bidders shall submit such
32 requests to the Contracting Agency no later than five (5) business days prior to the bid
33 submittal deadline and address the request to the Project Engineer or such other
34 person designated by the Contracting Agency in the Bid Documents.
35

36 **1-02.15.RTF**

37 **1-02.15 Pre Award Information** 38 *(August 14, 2013 APWA GSP)* 39

40 Revise this section to read:
41

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

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

- 1 6. Obtain, and furnish a copy of, a business license to do business in the city or county
2 where the work is located.
3 7. Any other information or action taken that is deemed necessary to ensure that the
4 bidder is the lowest responsible bidder.
5
6

7 1-03.GR1

8 **Award and Execution of Contract**
9

10 1-03.3.GR1

11 **Execution Of Contract**
12

13 **1-03.3.RTF**

14 **1-03.3 Execution of Contract**

15 *(October 1, 2005 APWA GSP)*
16

17 Revise this section to read:
18

19 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
20 available for signature by the successful bidder on the first business day following award.
21 The number of copies to be executed by the Contractor will be determined by the
22 Contracting Agency.
23

24 Within 20 calendar days after the award date, the successful bidder shall return the
25 signed Contracting Agency-prepared contract, an insurance certification as required by
26 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
27 execution of the contract by the Contracting Agency, the successful bidder shall provide
28 any pre-award information the Contracting Agency may require under Section 1-02.15.
29

30 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
31 Agency nor shall any work begin within the project limits or within Contracting Agency-
32 furnished sites. The Contractor shall bear all risks for any work begun outside such areas
33 and for any materials ordered before the contract is executed by the Contracting Agency.
34

35 If the bidder experiences circumstances beyond their control that prevents return of the
36 contract documents within the calendar days after the award date stated above, the
37 Contracting Agency may grant up to a maximum of 10 additional calendar days for return
38 of the documents, provided the Contracting Agency deems the circumstances warrant it.
39

40
41 **1-03.4.RTF**

42 **1-03.4 Contract Bond**

43 *(July 23, 2015 APWA GSP)*
44

45 Delete the first paragraph and replace it with the following:
46

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

- 51 1. Be on Contracting Agency-furnished form(s);

- 1 2. Be signed by an approved surety (or sureties) that:
 - 2 a. Is registered with the Washington State Insurance Commissioner, and
 - 3 b. Appears on the current Authorized Insurance List in the State of Washington
 - 4 published by the Office of the Insurance Commissioner,
- 5 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
- 6 and conditions under the Contract, including but not limited to the duty and obligation
- 7 to indemnify, defend, and protect the Contracting Agency against all losses and
- 8 claims related directly or indirectly from any failure:
 - 9 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
 - 10 subcontractors of the Contractor) to faithfully perform and comply with all contract
 - 11 obligations, conditions, and duties, or
 - 12 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
 - 13 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
 - 14 subcontractors, material person, or any other person who provides supplies or
 - 15 provisions for carrying out the work;
- 16 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
- 17 project under titles 50, 51, and 82 RCW; and
- 18 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign
- 19 the bond; and
- 20 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
- 21 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed
- 22 by the president or vice president, unless accompanied by written proof of the
- 23 authority of the individual signing the bond(s) to bind the corporation (i.e., corporate
- 24 resolution, power of attorney, or a letter to such effect signed by the president or vice
- 25 president).
- 26

27 **1-04.2.RTF**

28 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
29 **Specifications, and Addenda**

30 *(December 10, 2020 APWA GSP)*

31

32 Revise the second paragraph to read:

33

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

36

1. Addenda,

37

2. Proposal Form,

38

3. Special Provisions,

39

4. Contract Plans,

40

5. Standard Specifications,

41

6. Contracting Agency's Standard Plans or Details (if any), and

42

7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

43

44 **1-04.4(1).RTF**

45 **1-04.4(1) Minor Changes**

46 *(May 30, 2019 APWA GSP)*

47

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

49

50 Payments or credits for changes amounting to \$10,000 or less may be made under the

1 Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for
2 Minor Changes may be used in lieu of the more formal procedure as outlined in Section
3 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work
4 and will not change Contract Time.

5
6 1-05.GR1

7 **Control of Work**

8
9 1-05.4.GR1

10 **Conformity With And Deviations From Plans And Stakes**

11
12 1-05.4.OPT2.GR1

13 **(January 13, 2021)**

14 **Contractor Surveying - Roadway**

15 The Contracting Agency has provided primary survey control in the Plans.

16
17 The Contractor shall be responsible for setting, maintaining, and resetting all alignment
18 stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage,
19 surfacing, paving, channelization and pavement marking, illumination and signals,
20 guardrails and barriers, and signing. Except for the survey control data to be furnished
21 by the Contracting Agency, calculations, surveying, and measuring required for setting
22 and maintaining the necessary lines and grades shall be the Contractor's responsibility.

23
24 The Contractor shall inform the Engineer when monuments are discovered that were not
25 identified in the Plans and construction activity may disturb or damage the monuments.
26 All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the
27 length of the project or be replaced at the Contractors expense.

28
29 Detailed survey records shall be maintained, including a description of the work
30 performed on each shift, the methods utilized, and the control points used. The record
31 shall be adequate to allow the survey to be reproduced. A copy of each day's record shall
32 be provided to the Engineer within three working days after the end of the shift.

33
34 The meaning of words and terms used in this provision shall be as listed in "Definitions of
35 Surveying and Associated Terms" current edition, published by the American Congress
36 on Surveying and Mapping and the American Society of Civil Engineers.

37
38 The survey work shall include but not be limited to the following:

- 39
40 1. Verify the primary horizontal and vertical control furnished by the Contracting
41 Agency, and expand into secondary control by adding stakes and hubs as well
42 as additional survey control needed for the project. Provide descriptions of
43 secondary control to the Contracting Agency. The description shall include
44 coordinates and elevations of all secondary control points.
45
46 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on
47 centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and
48 at points on the alignments spaced no further than 50 feet.
49
50 3. Establish clearing limits, placing stakes at all angle points and at intermediate
51 points not more than 50 feet apart. The clearing and grubbing limits shall be 5

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

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.

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

		<u>Vertical</u>	<u>Horizontal</u>
1			
2	Slope stakes	±0.10 feet	±0.10 feet
3	Subgrade grade stakes set		
4	0.04 feet below grade	±0.01 feet	±0.5 feet
5			(parallel to alignment)
6			±0.1 feet
7			(normal to alignment)
8			
9	Stationing on roadway	N/A	±0.1 feet
10	Alignment on roadway	N/A	±0.04 feet
11	Surfacing grade stakes	±0.01 feet	±0.5 feet
12			(parallel to alignment)
13			±0.1 feet
14			(normal to alignment)
15			
16	Roadway paving pins for		
17	surfacing or paving	±0.01 feet	±0.2 feet
18			(parallel to alignment)
19			±0.1 feet
20			(normal to alignment)

21

22 The Contracting Agency may spot-check the Contractor's surveying. These spot-checks

23 will not change the requirements for normal checking by the Contractor.

24

25 When staking roadway alignment and stationing, the Contractor shall perform

26 independent checks from different secondary control to ensure that the points staked are

27 within the specified survey accuracy tolerances.

28

29 The Contractor shall calculate coordinates for the alignment. The Contracting Agency will

30 verify these coordinates prior to issuing approval to the Contractor for commencing with

31 the work. The Contracting Agency will require up to seven calendar days from the date

32 the data is received.

33

34 Contract work to be performed using contractor-provided stakes shall not begin until the

35 stakes are approved by the Contracting Agency. Such approval shall not relieve the

36 Contractor of responsibility for the accuracy of the stakes.

37

38 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are

39 needed that are not described in the Plans, then those stakes shall be marked, at no

40 additional cost to the Contracting Agency as ordered by the Engineer.

41

42 **Payment**

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

44

45 "Roadway Surveying", lump sum.

46

47 The lump sum contract price for "Roadway Surveying" shall be full pay for all labor,

48 equipment, materials, and supervision utilized to perform the Work specified, including

49 any resurveying, checking, correction of errors, replacement of missing or damaged

50 stakes, and coordination efforts.

1 1-05.4.OPT4.GR1

2 **(April 2, 2018)**

3 **Contractor Surveying – ADA Features**

4 **ADA Feature Staking Requirements**

5 The Contractor shall be responsible for setting, maintaining, and resetting all
6 alignment stakes, and grades necessary for the construction of the ADA features.
7 Calculations, surveying, and measuring required for setting and maintaining the
8 necessary lines and grades shall be the Contractor's responsibility. The Contractor
9 shall build the ADA features within the specifications in the Standard Plans and
10 contract documents.

11
12 **ADA Feature As-Built Measurements**

13 The Contractor shall be responsible for providing electronic As-Built records of all
14 ADA feature improvements completed in the Contract.

15
16 The survey work shall include but not be limited to completing the measurements,
17 recording the required measurements and completing other data fill-ins found on the
18 ADA Measurement Forms, and transmitting the electronic Forms to the Engineer.
19 The ADA Measurement Forms are found at the following website location:

20
21 <http://www.wsdot.wa.gov/Design/ADAGuidance.htm>

22
23 In the instance where an ADA Feature does not meet accessibility requirements, all
24 work to replace non-conforming work and then to measure, record the as-built
25 measurements, and transmit the electronic Forms to the Engineer shall be completed
26 at no additional cost to the Contracting Agency, as ordered by the Engineer.

27
28 **Payment**

29 Payment will be made for the following bid item that is included in the Proposal:

30
31 "ADA Features Surveying", lump sum.

32
33 The unit Contract price per lump sum for "ADA Features Surveying" shall be full pay for
34 all the Work as specified.

35
36 **1-05.7.RTF**

37 **1-05.7 Removal of Defective and Unauthorized Work**

38 *(October 1, 2005 APWA GSP)*

39
40 Supplement this section with the following:

41
42 If the Contractor fails to remedy defective or unauthorized work within the time specified
43 in a written notice from the Engineer, or fails to perform any part of the work required by
44 the Contract Documents, the Engineer may correct and remedy such work as may be
45 identified in the written notice, with Contracting Agency forces or by such other means as
46 the Contracting Agency may deem necessary.

47
48 If the Contractor fails to comply with a written order to remedy what the Engineer
49 determines to be an emergency situation, the Engineer may have the defective and
50 unauthorized work corrected immediately, have the rejected work removed and replaced,
51 or have work the Contractor refuses to perform completed by using Contracting Agency
52 or other forces. An emergency situation is any situation when, in the opinion of the

1 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk
2 of loss or damage to the public.

3
4 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
5 remedying defective or unauthorized work, or work the Contractor failed or refused to
6 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
7 monies due, or to become due, the Contractor. Such direct and indirect costs shall
8 include in particular, but without limitation, compensation for additional professional
9 services required, and costs for repair and replacement of work of others destroyed or
10 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

11
12 No adjustment in contract time or compensation will be allowed because of the delay in
13 the performance of the work attributable to the exercise of the Contracting Agency's
14 rights provided by this Section.

15
16 The rights exercised under the provisions of this section shall not diminish the
17 Contracting Agency's right to pursue any other avenue for additional remedy or damages
18 with respect to the Contractor's failure to perform the work as required.

19
20
21 **1-05.11.RTF**

22 **1-05.11 Final Inspection**

23
24 Delete this section and replace it with the following:

25
26 **1-05.11 Final Inspections and Operational Testing**
27 *(October 1, 2005 APWA GSP)*

28
29 **1-05.11(1) Substantial Completion Date**

30
31 When the Contractor considers the work to be substantially complete, the Contractor
32 shall so notify the Engineer and request the Engineer establish the Substantial
33 Completion Date. The Contractor's request shall list the specific items of work that
34 remain to be completed in order to reach physical completion. The Engineer will
35 schedule an inspection of the work with the Contractor to determine the status of
36 completion. The Engineer may also establish the Substantial Completion Date
37 unilaterally.

38
39 If, after this inspection, the Engineer concurs with the Contractor that the work is
40 substantially complete and ready for its intended use, the Engineer, by written notice to
41 the Contractor, will set the Substantial Completion Date. If, after this inspection the
42 Engineer does not consider the work substantially complete and ready for its intended
43 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
44 therefor.

45
46 Upon receipt of written notice concurring in or denying substantial completion, whichever
47 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
48 interruption, the work necessary to reach Substantial and Physical Completion. The
49 Contractor shall provide the Engineer with a revised schedule indicating when the
50 Contractor expects to reach substantial and physical completion of the work.

51

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

4
5 **1-05.11(2) Final Inspection and Physical Completion Date**
6

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

17
18 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
19 written notice listing the deficiencies, the Engineer may, upon written notice to the
20 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
21 Section 1-05.7.

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

25
26 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
27 Contracting Agency, in writing, of the date upon which the work was considered physically
28 complete. That date shall constitute the Physical Completion Date of the contract, but shall
29 not imply acceptance of the work or that all the obligations of the Contractor under the
30 contract have been fulfilled.

31
32 **1-05.11(3) Operational Testing**
33

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

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

1
2 Operational and test periods, when required by the Engineer, shall not affect a
3 manufacturer's guaranties or warranties furnished under the terms of the contract.
4

5
6 **1-05.15.RTF**

7 **1-05.15 Method of Serving Notices**
8 *(March 25, 2009 APWA GSP)*

9 Revise the second paragraph to read:

10
11 All correspondence from the Contractor shall be directed to the Project Engineer. All
12 correspondence from the Contractor constituting any notification, notice of protest, notice
13 of dispute, or other correspondence constituting notification required to be furnished
14 under the Contract, must be in paper format, hand delivered or sent via mail delivery
15 service to the Project Engineer's office. Electronic copies such as e-mails or
16 electronically delivered copies of correspondence will not constitute such notice and will
17 not comply with the requirements of the Contract.
18

19 **1-05.16.RTF**

20 Add the following new section:

21
22 **1-05.16 Water and Power**
23 *(October 1, 2005 APWA GSP)*
24

25 The Contractor shall make necessary arrangements, and shall bear the costs for power
26 and water necessary for the performance of the work, unless the contract includes power
27 and water as a pay item.
28

29 **1-05.18.RTF**

30 Add the following new section:

31
32 **1-05.18 Record Drawings**
33 *(March 8, 2013 APWA GSP)*
34

35 The Contractor shall maintain one set of full size plans for Record Drawings, updated
36 with clear and accurate red-lined field revisions on a daily basis, and within 2 business
37 days after receipt of information that a change in Work has occurred. The Contractor
38 shall not conceal any work until the required information is recorded.
39

40 This Record Drawing set shall be used for this purpose alone, shall be kept separate
41 from other Plan sheets, and shall be clearly marked as Record Drawings. These Record
42 Drawings shall be kept on site at the Contractor's field office, and shall be available for
43 review by the Contracting Agency at all times. The Contractor shall bring the Record
44 Drawings to each progress meeting for review.
45

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

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:

	<u>Vertical</u>	<u>Horizontal</u>
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.

1 Contracting Agency acceptance of the Record Drawings is one of the requirements for
2 achieving Physical Completion.

3
4 Payment will be made for the following bid item:

5

Record Drawings (Minimum Bid \$ 2,000)	Lump Sum
---	----------

6

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

11

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

14

15 1-07.GR1

16 **Legal Relations and Responsibilities to the Public**

17

18 1-07.1.GR1

19 **Laws to be Observed**

20

21 1-07.1.INST1.GR1

22 Section 1-07.1 is supplemented with the following:

23

24 1-07.1.OPT3.FR1

25 **(April 3, 2006)**

26 **Confined Space**

27 Confined spaces are known to exist at the following locations:

28

29 *** Utility vaults, sewer man holes and stormwater catch basins on W Lippert Drive
30 and adjacent streets ***

31

32 The Contractor shall be fully responsible for the safety and health of all on-site workers
33 and compliant with Washington Administrative Code (WAC 296-809).

34

35 The Contractor shall prepare and implement a confined space program for each of the
36 confined spaces identified above. The Contractors Confined Space program shall be
37 sent to the Contracting Agency at least 30 days prior to the Contractor beginning work in
38 or adjacent to the confined space. No work shall be performed in or adjacent to the
39 confined space until the plan is submitted to the Engineer as required. The Contractor
40 shall communicate with the Engineer to ensure a coordinated effort for providing and
41 maintaining a safe worksite for both the Contracting Agency's and Contractor's workers
42 when working in or near a confined space.

43

44 All costs to prepare and implement the confined space program shall be included in the
45 bid prices for the various items associated with the confined space work.

46

1 **1-07.1.RTF**
2 **1-07.1 Laws to be Observed**
3 *(October 1, 2005 APWA GSP)*

4
5 Supplement this section with the following:

6
7 In cases of conflict between different safety regulations, the more stringent regulation
8 shall apply.

9
10 The Washington State Department of Labor and Industries shall be the sole and
11 paramount administrative agency responsible for the administration of the provisions of
12 the Washington Industrial Safety and Health Act of 1973 (WISHA).

13
14 The Contractor shall maintain at the project site office, or other well known place at the
15 project site, all articles necessary for providing first aid to the injured. The Contractor
16 shall establish, publish, and make known to all employees, procedures for ensuring
17 immediate removal to a hospital, or doctor's care, persons, including employees, who
18 may have been injured on the project site. Employees should not be permitted to work
19 on the project site before the Contractor has established and made known procedures
20 for removal of injured persons to a hospital or a doctor's care.

21
22 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
23 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
24 from their failure, or improper maintenance, use, or operation. The Contractor shall be
25 solely and completely responsible for the conditions of the project site, including safety
26 for all persons and property in the performance of the work. This requirement shall apply
27 continuously, and not be limited to normal working hours. The required or implied duty of
28 the Engineer to conduct construction review of the Contractor's performance does not,
29 and shall not, be intended to include review and adequacy of the Contractor's safety
30 measures in, on, or near the project site.

31
32
33 **1-07.2.RTF**
34 **1-07.2 State Taxes**

35
36 Delete this section, including its sub-sections, in its entirety and replace it with the following:

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

40
41 The Washington State Department of Revenue has issued special rules on the State
42 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
43 Contractor should contact the Washington State Department of Revenue for answers to
44 questions in this area. The Contracting Agency will not adjust its payment if the
45 Contractor bases a bid on a misunderstood tax liability.

46
47 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
48 contract amounts. In some cases, however, state retail sales tax will not be included.
49 Section 1-07.2(2) describes this exception.

50
51 The Contracting Agency will pay the retained percentage (or release the Contract Bond if
52 a FHWA-funded Project) only if the Contractor has obtained from the Washington State

1 Department of Revenue a certificate showing that all contract-related taxes have been
2 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the
3 Contractor any amount the Contractor may owe the Washington State Department of
4 Revenue, whether the amount owed relates to this contract or not. Any amount so
5 deducted will be paid into the proper State fund.
6

7 **1-07.2(1) State Sales Tax — Rule 171**

8
9 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
10 roads, etc., which are owned by a municipal corporation, or political subdivision of the
11 state, or by the United States, and which are used primarily for foot or vehicular traffic.
12 This includes storm or combined sewer systems within and included as a part of the
13 street or road drainage system and power lines when such are part of the roadway
14 lighting system. For work performed in such cases, the Contractor shall include
15 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract
16 amounts, including those that the Contractor pays on the purchase of the materials,
17 equipment, or supplies used or consumed in doing the work.
18

19 **1-07.2(2) State Sales Tax — Rule 170**

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

32 For work performed in such cases, the Contractor shall collect from the Contracting
33 Agency, retail sales tax on the full contract price. The Contracting Agency will
34 automatically add this sales tax to each payment to the Contractor. For this reason, the
35 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
36 contract amount subject to Rule 170, with the following exception.
37

38 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
39 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
40 consumable supplies not integrated into the project. Such sales taxes shall be included
41 in the unit bid item prices or in any other contract amount.
42

43 **1-07.2(3) Services**

44
45 The Contractor shall not collect retail sales tax from the Contracting Agency on any
46 contract wholly for professional or other services (as defined in Washington State
47 Department of Revenue Rules 138 and 244).
48

49 **Wages**

50
51 Section 1-07.9 is supplemented with the following:
52

1 (*****)
2 The project is subject to both State and Federal prevailing wage requirements. Refer to
3 Appendix C for Federal Wage requirements.

4
5 **Wages**
6

7 Section 1-07.11 is supplemented with the following:
8

9 (*****)
10 Employment of Section 3 Workers
11 The encourages the use of workers that qualify as “Section 3” and requires reporting.
12 Refer to Appendix B for requirements.
13

14 1-07.17.GR1
15 **Utilities and Similar Facilities**
16

17 1-07.17.INST1.GR1
18 Section 1-07.17 is supplemented with the following:
19

20 1-07.17.OPT1.FR1
21 (April 2, 2007)
22 Locations and dimensions shown in the Plans for existing facilities are in accordance with
23 available information obtained without uncovering, measuring, or other verification.
24

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

- 28 *** Water and Sewer – City of Port Orchard
 - 29 Gas – PSE, 1-888-225-5773
 - 30 Electric – PSE, 1-888-225-5773
 - 31 Telephone – Century Link, 1-800-244-1111
 - 32 Cable – Comcast, 503-399-4494 ***
- 33

34 1-07.23.GR1
35 **Public Convenience and Safety**
36

37 Section 1-07.23 is supplemented with the following:
38

39 (*****)
40 Closure of the roadway will be permitted with the requirement that local access will be
41 provided to local traffic at all times. The local access only restrictions will be allowed only
42 during construction. Contractor shall provide traffic control plans for approval by the
43 Engineer no less than 10 business days prior to installation of traffic control. Contractor
44 shall coordinate roadway closures of any kind with Kitsap Transit a minimum of 5
45 business days prior to closure.
46

47 Portable changeable message signs will be required prior to starting work and during
48 delays associated with paving operations. One portable changeable message sign will
49 be provided per traffic direction on W Lippert Drive. Final message is subject to approval
50 by the Engineer, and will be submitted for review with traffic control plans.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

1-07.24.GR1
Rights of Way

1-07.24.RTF
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,

1 and date of signature. Written releases must be filed with the Engineer before the
2 Completion Date will be established.

3
4 1-08.GR1

5 **Prosecution and Progress**

6

7 **1-08.0.RTF**

8 **1-08 PROSECUTION AND PROGRESS**

9

10 Add the following new section:

11

12 **1-08.0 Preliminary Matters**
13 (May 25, 2006 APWA GSP)

14

15 **1-08.0(1).RTF**

16 Add the following new section:

17

18 **1-08.0(1) Preconstruction Conference**
19 (*October 10, 2008 APWA GSP*)

20

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

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

32

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

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

37

38 1-08.3.GR1

39 **Progress Schedule**

40

41 1-08.3(2).GR1

42 ***Progress Schedule Types***

43

44 **1-08.3(2)B.RTF**

45 **1-08.3(2)B Type B Progress Schedule**
46 (*March 13, 2012 APWA GSP*)

47

48 Revise the first paragraph to read:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the preconstruction conference. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(1), except that it may be limited to only those activities occurring within the first 60-working days of the project.

Revise the first sentence of the second paragraph to read:

The Contractor shall submit one electronic copy of a Type B Progress Schedule depicting the entire project no later than 21-calendar days after the preconstruction conference.

1-08.4.GR1
Prosecution of Work

1-08.4.RTF

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.GR1
Time for Completion

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

Revise the third and fourth paragraphs to read:

1 Contract time shall begin on the first working day following the Notice to Proceed Date.
2
3 Each working day shall be charged to the contract as it occurs, until the contract work is
4 physically complete. If substantial completion has been granted and all the authorized
5 working days have been used, charging of working days will cease. Each week the
6 Engineer will provide the Contractor a statement that shows the number of working days:
7 (1) charged to the contract the week before; (2) specified for the physical completion of
8 the contract; and (3) remaining for the physical completion of the contract. The
9 statement will also show the nonworking days and any partial or whole day the Engineer
10 declares as unworkable. Within 10 calendar days after the date of each statement, the
11 Contractor shall file a written protest of any alleged discrepancies in it. To be considered
12 by the Engineer, the protest shall be in sufficient detail to enable the Engineer to
13 ascertain the basis and amount of time disputed. By not filing such detailed protest in
14 that period, the Contractor shall be deemed as having accepted the statement as
15 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10
16 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be
17 charged as a working day then the fifth day of that week will be charged as a working
18 day whether or not the Contractor works on that day.
19

20 Revise the sixth paragraph to read:

21
22 The Engineer will give the Contractor written notice of the completion date of the contract
23 after all the Contractor's obligations under the contract have been performed by the
24 Contractor. The following events must occur before the Completion Date can be
25 established:

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

46 1-09.9.GR1

47 **Payments**

48

1 **1-09.9(LS).RTF**
2 **1-09.9 Payments**
3 *(March 13, 2012 APWA GSP)*
4

5 Supplement this section with the following:
6

7 Lump sum item breakdowns are not required when the bid price for the lump sum item is
8 less than \$20,000.
9

10 **1-09.9(Payments).RTF**
11 **1-09.9 Payments**
12 *(March 13, 2012 APWA GSP)*
13

14 Delete the first four paragraphs and replace them with the following:
15

16 The basis of payment will be the actual quantities of Work performed according to the
17 Contract and as specified for payment.
18

19 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
20 Preconstruction Conference, to enable the Project Engineer to determine the Work
21 performed on a monthly basis. A breakdown is not required for lump sum items that
22 include a basis for incremental payments as part of the respective Specification. Absent
23 a lump sum breakdown, the Project Engineer will make a determination based on
24 information available. The Project Engineer's determination of the cost of work shall be
25 final.
26

27 Progress payments for completed work and material on hand will be based upon
28 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
29 established at the preconstruction conference.
30

31 The initial progress estimate will be made not later than 30 days after the Contractor
32 commences the work, and successive progress estimates will be made every month
33 thereafter until the Completion Date. Progress estimates made during progress of the
34 work are tentative, and made only for the purpose of determining progress payments.
35 The progress estimates are subject to change at any time prior to the calculation of the
36 final payment.
37

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

- 39 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
40 work completed multiplied by the unit price.
- 41 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
42 breakdown for that item, or absent such a breakdown, based on the Engineer's
43 determination.
- 44 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
45 or other storage area approved by the Engineer.
- 46 4. Change Orders — entitlement for approved extra cost or completed extra work as
47 determined by the Engineer.
48

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

1 (*****)
2 The approximate thickness of the existing cement conc. sidewalk is 4".
3
4 2-02.4.GR2
5 **Measurement**
6
7 2-02.4.INST1.GR2
8 Section 2-02.4 is supplemented with the following:
9
10 2-02.4.OPT3.GR2
11 (October 25, 1999)
12 Sidewalk removal will be measured by the square yard.
13
14 2-02.5.GR2
15 **Payment**
16
17 2-02.5.INST2.GR2
18 Section 2-02.5 is supplemented with the following:
19
20 2-02.5.OPT16.FR2
21 (November 3, 1999)
22 "Removing Cement Conc. Sidewalk", per square yard.
23
24 2-03.GR2
25 **Roadway Excavation and Embankment**
26
27 2-03.3.GR2
28 **Construction Requirements**
29
30 2-03.3(14).GR2
31 ***Embankment Construction***
32
33 2-03.3(14)C.GR2
34 **Compacting Earth Embankments**
35
36 2-03.3(14)C.INST1.GR2
37 Section 2-03.3(14)C is supplemented with the following:
38
39 2-03.3(14)C.OPT1.GR2
40 (March 13, 1995)
41 All embankments, except waste embankments, shall be compacted using
42 Method A.
43
44 2-03.4.GR2
45 **Measurement**
46
47 2-03.4.INST1.GR2
48 Section 2-03.4 is supplemented with the following:
49
50 2-03.4.OPT2.GR2
51 (March 13, 1995)

1 Only one determination of the original ground elevation will be made on this project.
2 Measurement for roadway excavation and embankment will be based on the original
3 ground elevations recorded previous to the award of this contract.
4
5 If discrepancies are discovered in the ground elevations which will materially affect the
6 quantities of earthwork, the original computations of earthwork quantities will be adjusted
7 accordingly.
8
9 Earthwork quantities will be computed, either manually or by means of electronic data
10 processing equipment, by use of the average end area method or by the finite element
11 analysis method utilizing digital terrain modeling techniques.
12
13 Copies of the ground cross-section notes will be available for the bidder's inspection,
14 before the opening of bids, at the Engineer's office and at the Region office.
15
16 Upon award of the contract, copies of the original ground cross-sections will be furnished
17 to the successful bidder on request to the Engineer.
18

19 **5-04.RTF**

20 **5-04 Hot Mix Asphalt**
21 *(July 18, 2018 APWA GSP)*
22

23 Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:
24

25 **5-04.1 Description**

26 This Work shall consist of providing and placing one or more layers of plant-mixed hot
27 mix asphalt (HMA) on a prepared foundation or base in accordance with these
28 Specifications and the lines, grades, thicknesses, and typical cross-sections shown
29 in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes
30 in accordance with these Specifications. WMA processes include organic additives,
31 chemical additives, and foaming.
32

33 HMA shall be composed of asphalt binder and mineral materials as may be required,
34 mixed in the proportions specified to provide a homogeneous, stable,
35 and workable mixture.
36

37 **5-04.2 Materials**

38 Materials shall meet the requirements of the following sections:

39	Asphalt Binder	9-02.1(4)
40	Cationic Emulsified Asphalt	9-02.1(6)
41	Anti-Stripping Additive	9-02.4
42	HMA Additive	9-02.5
43	Aggregates	9-03.8
44	Recycled Asphalt Pavement	9-03.8(3)B
45	Mineral Filler	9-03.8(5)
46	Recycled Material	9-03.21
47	Portland Cement	9-01
48	Sand	9-03.1(2)
49	(As noted in 5-04.3(5)C for crack sealing)	

1	Joint Sealant	9-04.2
2	Foam Backer Rod	9-04.2(3)A

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

9
10 The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production
11 of HMA. The RAP may be from pavements removed under the Contract, if any, or
12 pavement material from an existing stockpile.

13
14 The Contractor may use up to 20 percent RAP by total weight of HMA with no additional
15 sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of
16 one sample for every 1,000 tons produced and not less than ten samples per project.
17 The asphalt content and gradation test data shall be reported to the Contracting Agency
18 when submitting the mix design for approval on the QPL. The Contractor shall include
19 the RAP as part of the mix design as defined in these Specifications.

20
21 The grade of asphalt binder shall be as required by the Contract. Blending of asphalt
22 binder from different sources is not permitted.

23
24 The Contractor may only use warm mix asphalt (WMA) processes in the production of
25 HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to
26 the Engineer for approval the process that is proposed and how it will be used in the
27 manufacture of HMA.

28
29 Production of aggregates shall comply with the requirements of Section 3-01.
30 Preparation of stockpile site, the stockpiling of aggregates, and the removal of
31 aggregates from stockpiles shall comply with the requirements of Section 3-02.

32
33 **5-04.2(1) How to Get an HMA Mix Design on the QPL**
34 If the contractor wishes to submit a mix design for inclusion in the Qualified Products List
35 (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).
36

37 **5-04.2(1)A Vacant**
38

39 **5-04.2(2) Mix Design – Obtaining Project Approval**
40 No paving shall begin prior to the approval of the mix design by the Engineer.
41

42 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA
43 in the contract documents.
44

45 **Commercial** evaluation will be used for Commercial HMA and for other classes of HMA
46 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,
47 gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted
48 by commercial evaluation shall be as approved by the Project Engineer. Sampling and

1 testing of HMA accepted by commercial evaluation will be at the option of the Project
2 Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will
3 be excluded from the quantities used in the determination of nonstatistical evaluation.

4
5 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the contractor
6 shall provide one of the following mix design verification certifications for Contracting
7 Agency review;

- 8
- 9 • The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or
10 one of the mix design verification certifications listed below.
- 11 • The proposed HMA mix design on WSDOT Form 350-042 with the seal and
12 certification (stamp & signature) of a valid licensed Washington State
13 Professional Engineer.
- 14 • The Mix Design Report for the proposed HMA mix design developed by a
15 qualified City or County laboratory that is within one year of the approval date.**
- 16

17 The mix design shall be performed by a lab accredited by a national authority such as
18 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The
19 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO
20 Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO:
21 resource proficiency sample program.

22
23 Mix designs for HMA accepted by Nonstatistical evaluation shall;

- 24
- 25 • Have the aggregate structure and asphalt binder content determined in
26 accordance with WSDOT Standard Operating Procedure 732 and meet the
27 requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and
28 stripping are at the discretion of the Engineer, and 9-03.8(6).
- 29 • Have anti-strip requirements, if any, for the proposed mix design determined in
30 accordance with AASHTO T 283 or T 324, or based on historic anti-strip and
31 aggregate source compatibility from previous WSDOT lab testing.
- 32

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

36
37 Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be
38 based on a review of the Contractor's submittal of WSDOT Form 350-042 (For
39 commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the
40 current WSDOT QPL or from one of the processes allowed by this section. Testing of the
41 HMA by the Contracting Agency for mix design approval is not required.

42
43 For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and
44 design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

45
46 **5-04.2(2)B Using Warm Mix Asphalt Processes**

47 The Contractor may elect to use additives that reduce the optimum mixing temperature
48 or serve as a compaction aid for producing HMA. Additives include organic additives,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

chemical additives and foaming processes. The use of Additives is subject to the following:

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

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

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

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

Minimum Surface Temperature for Paving

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

5-04.3(2) Paving Under Traffic

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

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

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

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

1
2 All costs in connection with performing the Work in accordance with these requirements,
3 except the cost of temporary pavement markings, shall be included in the unit Contract
4 prices for the various Bid items involved in the Contract.
5

6 **5-04.3(3) Equipment**

7
8 **5-04.3(3)A Mixing Plant**

9 Plants used for the preparation of HMA shall conform to the following requirements:
10

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

1 **5-04.3(3)B Hauling Equipment**

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

8

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

15

16 **5-04.3(3)C Pavers**

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

20

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

25

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

33

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

48

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

3
4 If the paving machine in use is not providing the required finish, the Engineer may
5 suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled
6 on the pavement shall be thoroughly removed before paving proceeds.

7
8 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

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

11
12 Where an MTD/V is required by the contract, the Engineer may approve paving without
13 an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable
14 adjustment in cost or time is due.

15
16 When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and
17 prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a
18 uniform temperature throughout the mixture. If a windrow elevator is used, the length of
19 the windrow may be limited in urban areas or through intersections, at the discretion of
20 the Engineer.

21
22 To be approved for use, an MTV:

- 23
- 24 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
 - 25 2. Shall not be connected to the hauling vehicle or paver.
 - 26 3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
 - 27 4. Shall mix the HMA after delivery by the hauling equipment and prior to
 - 28 placement into the paving machine.
 - 29 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
 - 30 mixture.

31
32 To be approved for use, an MTD:

- 33
- 34 1. Shall be positively connected to the paver.
 - 35 2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
 - 36 3. Shall mix the HMA after delivery by the hauling equipment and prior to
 - 37 placement into the paving machine.
 - 38 4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
 - 39 mixture.

40
41 **5-04.3(3)E Rollers**

42 Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good
43 condition and capable of reversing without backlash. Operation of the roller shall be in
44 accordance with the manufacturer's recommendations. When ordered by the Engineer
45 for any roller planned for use on the project, the Contractor shall provide a copy of the
46 manufacturer's recommendation for the use of that roller for compaction of HMA. The

1 number and weight of rollers shall be sufficient to compact the mixture in compliance
2 with the requirements of Section 5-04.3(10). The use of equipment that results in
3 crushing of the aggregate will not be permitted. Rollers producing pickup, washboard,
4 uneven compaction of the surface, displacement of the mixture or other undesirable
5 results shall not be used.

6

7 **5-04.3(4) Preparation of Existing Paved Surfaces**

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

11

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

15

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

20

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

29

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

40

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

44

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

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

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

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

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

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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

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

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

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

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

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

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

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

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 4 inches. At the outer edges of the roadway, excavation will be 4 to 6 inches, as determined by the engineer, to match existing curb and pavement elevations. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21. Additional excavation may be required as directed by the Engineer if the existing base is objectionable. In the case of additional excavation, backfill will be crushed surfacing top course that meets the requirements of section 4-04. Any additional excavation and backfill will be paid as “Extra Excavation and Backfill.”

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

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller. Backfill shall be 2 inches of HMA over 2 inches of crushed surfacing top course.

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

1 Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02.
2 Sufficient storage space shall be provided for each size of aggregate and RAP. Materials
3 shall be removed from stockpile(s) in a manner to ensure minimal segregation when
4 being moved to the HMA plant for processing into the final mixture. Different aggregate
5 sizes shall be kept separated until they have been delivered to the HMA plant.
6

7 **5-04.3(5)A Vacant**

8
9 **5-04.3(6) Mixing**

10 After the required amount of mineral materials, asphalt binder, recycling agent and anti-
11 stripping additives have been introduced into the mixer the HMA shall be mixed until
12 complete and uniform coating of the particles and thorough distribution of the asphalt
13 binder throughout the mineral materials is ensured.
14

15 When discharged, the temperature of the HMA shall not exceed the optimum mixing
16 temperature by more than 25°F as shown on the reference mix design report or as
17 approved by the Engineer. Also, when a WMA additive is included in the manufacture of
18 HMA, the discharge temperature of the HMA shall not exceed the maximum
19 recommended by the manufacturer of the WMA additive. A maximum water content of 2
20 percent in the mix, at discharge, will be allowed providing the water causes no problems
21 with handling, stripping, or flushing. If the water in the HMA causes any of these
22 problems, the moisture content shall be reduced as directed by the Engineer.
23

24 Storing or holding of the HMA in approved storage facilities will be permitted with
25 approval of the Engineer, but in no event shall the HMA be held for more than 24 hours.
26 HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be
27 disposed of by the Contractor at no expense to the Contracting Agency. The storage
28 facility shall have an accessible device located at the top of the cone or about the third
29 point. The device shall indicate the amount of material in storage. No HMA shall be
30 accepted from the storage facility when the HMA in storage is below the top of the cone
31 of the storage facility, except as the storage facility is being emptied at the end of the
32 working shift.
33

34 Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior
35 to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is
36 evidence of the recycled asphalt pavement not breaking down during the heating and
37 mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until
38 changes have been approved by the Engineer. After the required amount of mineral
39 materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into
40 the mixer the HMA shall be mixed until complete and uniform coating of the particles and
41 thorough distribution of the asphalt binder throughout the mineral materials, and RAP is
42 ensured.
43

44 **5-04.3(7) Spreading and Finishing**

45 The mixture shall be laid upon an approved surface, spread, and struck off to the grade
46 and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used
47 to distribute the mixture. Unless otherwise directed by the Engineer, the nominal
48 compacted depth of any layer of any course shall not exceed the following:
49

1	HMA Class 1"	0.35 feet
2	HMA Class ¾" and HMA Class ½"	
3	wearing course	0.30 feet
4	other courses	0.35 feet
5	HMA Class ⅜"	0.15 feet

6
7
8
9

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

10
11
12
13
14
15

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

16
17

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

18
19
20
21

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

22
23

5-04.3(9) HMA Mixture Acceptance

24
25

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

26
27

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

28
29

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

30
31
32

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

33
34
35

HMA Tolerances and Adjustments

36
37
38

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

39
40
41
42
43
44
45

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

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

For Aggregates in the mixture:

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

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

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.
2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.
- a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
 - b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

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

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

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

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

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved,

1 the material produced after the change will be evaluated on the basis of the new JMF for
2 the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot
3 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request
4 after the Engineer is satisfied that material conforming to the Specifications can be
5 produced.

6

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

9

10 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

11 Samples for acceptance testing shall be obtained by the Contractor when ordered by the
12 Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer
13 and in accordance with AASH-TO T 168. A minimum of three samples should be taken
14 for each class of HMA placed on a project. If used in a structural application, at least one
15 of the three samples shall to be tested.

16

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

19

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

24

- 25 • If the test results are found to be within specification requirements, additional
26 testing will be at the Engineer's discretion.
- 27 • If test results are found not to be within specification requirements, additional
28 testing of the remaining samples to determine a Composite Pay Factor (CPF) shall
29 be performed.

30

31 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**

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

34

35 Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T
36 308.

37

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

39

40 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

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

44

Table of Price Adjustment Factors	
Constituent	Factor

	“P”
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

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

5-04.3(9)C5 Vacant

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

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

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

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

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

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

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the

1 lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate
2 CPF. The commercial tolerance limits will be used in the calculation of the CPF and the
3 maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the
4 existing sublots or samples from the street shall be tested to provide a minimum of three
5 sets of results for evaluation.
6

7 For each lot of HMA mix produced and tested under Commercial Evaluation when the
8 calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be
9 determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by
10 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product
11 of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of
12 mix.
13

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

17 **5-04.3(10) HMA Compaction Acceptance**

18 HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including
19 lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a
20 specified compacted course thickness greater than 0.10-foot, shall be compacted to a
21 specified level of relative density. The specified level of relative density shall be a
22 Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with
23 Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density).
24 The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The
25 specified level of density attained will be determined by the evaluation of the density of
26 the pavement. The density of the pavement shall be determined in accordance with
27 WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of
28 the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using
29 cores to determine density.
30

31 Tests for the determination of the pavement density will be taken in accordance with the
32 required procedures for measurement by a nuclear density gauge or roadway cores after
33 completion of the finish rolling.
34

35 If the Contracting Agency uses a nuclear density gauge to determine density the test
36 procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the
37 mix is placed and prior to opening to traffic.
38

39 Roadway cores for density may be obtained by either the Contracting Agency or the
40 Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches
41 minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by
42 the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.
43

44 If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the
45 Contractor in the presence of the Engineer on the same day the mix is placed and at
46 locations designated by the Engineer. If the Contract does not include the Bid item
47 "Roadway Core" the Contracting Agency will obtain the cores.
48

1 For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's
2 request after the Engineer is satisfied that material conforming to the Specifications can
3 be produced.

4
5 HMA mixture accepted by commercial evaluation and HMA constructed under conditions
6 other than those listed above shall be compacted on the basis of a test point evaluation
7 of the compaction train. The test point evaluation shall be performed in accordance with
8 instructions from the Engineer. The number of passes with an approved compaction
9 train, required to attain the maximum test point density, shall be used on all subsequent
10 paving.

11

12 HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling
13 wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved
14 by the Engineer.

15

16 **Test Results**

17 For a subplot that has been tested with a nuclear density gauge that did not meet the
18 minimum of 92 percent of the reference maximum density in a compaction lot with a CPF
19 below 1.00 and thus subject to a price reduction or rejection, the Contractor may request
20 that a core be used for determination of the relative density of the subplot. The relative
21 density of the core will replace the relative density determined by the nuclear density
22 gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA
23 compaction lot.

24

25 When cores are taken by the Contracting Agency at the request of the Contractor, they
26 shall be requested by noon of the next workday after the test results for the subplot have
27 been provided or made available to the Contractor. Core locations shall be outside of
28 wheel paths and as determined by the Engineer. Traffic control shall be provided by the
29 Contractor as requested by the Engineer. Failure by the Contractor to provide the
30 requested traffic control will result in forfeiture of the request for cores. When the CPF for
31 the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will
32 be deducted from any monies due or that may become due the Contractor under the
33 Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the
34 traffic control.

35

36 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

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

43

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

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

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

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

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

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day’s production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor’s request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

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

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

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

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

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

11

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

17

18 **5-04.3(11) Reject Work**

19

20 **5-04.3(11)A Reject Work General**

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

27

28 **5-04.3(11)B Rejection by Contractor**

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

32

33 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

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

37

38 No payment will be made for the rejected materials or the removal of the materials
39 unless the Contractor requests that the rejected material be tested. If the Contractor
40 elects to have the rejected material tested, a minimum of three representative samples
41 will be obtained and tested. Acceptance of rejected material will be based on
42 conformance with the nonstatistical acceptance Specification. If the CPF for the rejected
43 material is less than 0.75, no payment will be made for the rejected material; in addition,
44 the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater
45 than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting
46 Agency. If the material is rejected before placement and the CPF is greater than or equal
47 to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection
48 occurs after placement and the CPF is greater than or equal to 0.75, compensation for

1 the rejected material will be at the calculated CPF with an addition of 25 percent of the
2 unit Contract price added for the cost of removal and disposal.

3

4 **5-04.3(11)D Rejection - A Partial Sublot**

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

11

12 **5-04.3(11)E Rejection - An Entire Sublot**

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

17

18 **5-04.3(11)F Rejection - A Lot in Progress**

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

22

- 23 1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and
24 the Contractor is taking no corrective action, or
- 25 2. When the Pay Factor (PF) for any constituent of a lot in progress drops below
26 0.95 and the Contractor is taking no corrective action, or
- 27 3. When either the PFi for any constituent or the CPF of a lot in progress is less
28 than 0.75.

29

30 **5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

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

32

33 **5-04.3(12) Joints**

34

35 **5-04.3(12)A HMA Joints**

36

37 **5-04.3(12)A1 Transverse Joints**

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

45

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

7

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

10

11 **5-04.3(12)A2 Longitudinal Joints**

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

21

22 **5-04.3(12)B Bridge Paving Joint Seals**

23

24 **5-04.3(12)B1 HMA Sawcut and Seal**

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

30

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

33

34 Construct the bridge paving joint seal as specified on the Plans and in accordance with
35 the detail shown in the Standard Plans. Construct the sawcut in accordance with the
36 detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-
37 05.3(8)B and the manufacturer's application procedure.

38

39 **5-04.3(12)B2 Paved Panel Joint Seal**

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

42

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

45

46 **5-04.3(13) Surface Smoothness**

1 The completed surface of all courses shall be of uniform texture, smooth, uniform as to
2 crown and grade, and free from defects of all kinds. The completed surface of the
3 wearing course shall not vary more than 1/8 inch from the lower edge of a 10-foot
4 straightedge placed on the surface parallel to the centerline. The transverse slope of the
5 completed surface of the wearing course shall vary not more than 1/4 inch in 10 feet from
6 the rate of transverse slope shown in the Plans.

7

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

11

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

16

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

19

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

26

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

32

33 Utility appurtenance adjustment discussions will be included in the Pre-Paving planning
34 (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior
35 to the start of paving.

36

37 **5-04.3(14) Planing (Milling) Bituminous Pavement**

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

41

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

43

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

1
2 Use the cold milling method for planing unless otherwise specified in the Contract. Do
3 not use the planer on the final wearing course of new HMA.
4
5 Conduct planing operations in a manner that does not tear, break, burn, or otherwise
6 damage the surface which is to remain. The finished planed surface must be slightly
7 grooved or roughened and must be free from gouges, deep grooves, ridges, or other
8 imperfections. The Contractor must repair any damage to the surface by the Contractor's
9 planing equipment, using an Engineer approved method.
10
11 Repair or replace any metal castings and other surface improvements damaged by
12 planing, as determined by the Engineer.
13
14 A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a
15 minimum of 4 inches of curb reveal after placement and compaction of the final wearing
16 course. The dimensions of the wedge must be as shown on the Drawings or as specified
17 by the Engineer.
18
19 A tapered wedge cut must also be made at transitions to adjoining pavement surfaces
20 (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line
21 with vertical faces 2 inches or more in height, producing a smooth transition to the
22 existing adjoining pavement.
23
24 After planing is complete, planed surfaces must be swept, cleaned, and if required by the
25 Contract, patched and preleveled.
26
27 The Engineer may direct additional depth planing. Before performing this additional
28 depth planing, the Contractor must conduct a hidden metal in pavement detection survey
29 as specified in Section 5-04.3(14)A.
30
31 **5-04.3(14)A Pre-Planing Metal Detection Check**
32 Before starting planing of pavements, and before any additional depth planing required
33 by the Engineer, the Contractor must conduct a physical survey of existing pavement to
34 be planed with equipment that can identify hidden metal objects.
35
36 Should such metal be identified, promptly notify the Engineer.
37
38 See Section 1-07.16(1) regarding the protection of survey monumentation that may be
39 hidden in pavement.
40
41 The Contractor is solely responsible for any damage to equipment resulting from the
42 Contractor's failure to conduct a pre-planing metal detection survey, or from the
43 Contractor's failure to notify the Engineer of any hidden metal that is detected.
44
45 **5-04.3(14)B Paving and Planing Under Traffic**
46

1 **5-04.3(14)B1 General**

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

5

6 1. Intersections:

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

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

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

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

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

31 2. Temporary centerline marking, post-paving temporary marking, temporary stop
32 bars, and maintaining temporary pavement marking must comply with Section
33 8-23.

34 3. Permanent pavement marking must comply with Section 8-22.

35

36 **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

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

46

47 The planing operation and the paving operation include, but are not limited to, metal
48 detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying,

1 staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at
2 the briefing.

3

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

9

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

11

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

38

39 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

40 At least 2 Working Days before the first paving operation and the first planing operation,
41 or as scheduled by the Engineer for future paving and planing operations to ensure the
42 Contractor has adequately prepared for notifying and coordinating as required in the
43 Contract, the Contractor must be prepared to discuss that day's operations as they relate
44 to other entities and to public safety and convenience, including driveway and business
45 access, garbage truck operations, Metro transit operations and working around
46 energized overhead wires, school and nursing home and hospital and other accesses,
47 other contractors who may be operating in the area, pedestrian and bicycle traffic, and
48 emergency services. The Contractor, and Subcontractors that may be part of that day's

1 operations, must meet with the Engineer and discuss the proposed operation as it
2 relates to the submitted planing plan and paving plan, approved traffic control plan, and
3 public convenience and safety. Such discussion includes, but is not limited to:
4

- 5 1. General for both Paving Plan and for Planing Plan:
 - 6 a. The actual times of starting and ending daily operations.
 - 7 b. In intersections, how to break up the intersection, and address traffic control
8 and signalization for that operation, including use of peace officers.
 - 9 c. The sequencing and scheduling of paving operations and of planing operations,
10 as applicable, as it relates to traffic control, to public convenience and safety,
11 and to other contractors who may operate in the Project Site.
 - 12 d. Notifications required of Contractor activities, and coordinating with other
13 entities and the public as necessary.
 - 14 e. Description of the sequencing of installation and types of temporary pavement
15 markings as it relates to planning and to paving.
 - 16 f. Description of the sequencing of installation of, and the removal of, temporary
17 pavement patch material around exposed castings and as may be needed
 - 18 g. Description of procedures and equipment to identify hidden metal in the
19 pavement, such as survey monumentation, monitoring wells, street car rail, and
20 castings, before planning, see Section 5-04.3(14)B2.
 - 21 h. Description of how flaggers will be coordinated with the planing, paving, and
22 related operations.
 - 23 i. Description of sequencing of traffic controls for the process of rigid pavement
24 base repairs.
 - 25 j. Other items the Engineer deems necessary to address.
- 26 2. Paving – additional topics:
 - 27 a. When to start applying tack and coordinating with paving.
 - 28 b. Types of equipment and numbers of each type equipment to be used. If more
29 pieces of equipment than personnel are proposed, describe the sequencing of
30 the personnel operating the types of equipment. Discuss the continuance of
31 operator personnel for each type equipment as it relates to meeting
32 Specification requirements.
 - 33 c. Number of JMFs to be placed, and if more than one JMF how the Contractor
34 will ensure different JMFs are distinguished, how pavers and MTVs are
35 distinguished if more than one JMF is being placed at the time, and how
36 pavers and MTVs are cleaned so that one JMF does not adversely influence
37 the other JMF.
 - 38 d. Description of contingency plans for that day's operations such as equipment
39 breakdown, rain out, and Supplier shutdown of operations.
 - 40 e. Number of sublots to be placed, sequencing of density testing, and other
41 sampling and testing.

43 **5-04.3(15) Sealing Pavement Surfaces**

44 Apply a fog seal where shown in the plans. Construct the fog seal in accordance with
45 Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to
46 opening to traffic.
47

1 **5-04.3(16) HMA Road Approaches**
2 HMA approaches shall be constructed at the locations shown in the Plans or where
3 staked by the Engineer. The Work shall be performed in accordance with Section 5-04.
4

5 **5-04.4 Measurement**

6 HMA CI. ___ PG ___, HMA for ___ CI. ___ PG ___, and Commercial HMA will
7 be measured by the ton in accordance with Section 1-09.2, with no deduction being
8 made for the weight of asphalt binder, mineral filler, or any other component of the
9 mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-
10 04.3(11), the material removed will not be measured.

11
12 Roadway cores will be measured per each for the number of cores taken.
13

14 Preparation of untreated roadway will be measured by the mile once along the centerline
15 of the main line Roadway. No additional measurement will be made for ramps, Auxiliary
16 Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest
17 0.01 mile.

18
19 Soil residual herbicide will be measured by the mile for the stated width to the nearest
20 0.01 mile or by the square yard, whichever is designated in the Proposal.

21
22 Pavement repair excavation will be measured by the square yard of surface marked prior
23 to excavation.

24
25 Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.
26

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

29
30 Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

31
32 Longitudinal joint seals between the HMA and cement concrete pavement will be
33 measured by the linear foot along the line and slope of the completed joint seal.

34
35 Planing bituminous pavement will be measured by the square yard.

36
37 Temporary pavement marking will be measured by the linear foot as provided in Section
38 8-23.4.

39
40 Water will be measured by the M gallon as provided in Section 2-07.4.

41
42 **5-04.5 Payment**

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

45

1 "HMA Cl. ___ PG ___", per ton.
2
3 "HMA for Approach Cl. ___ PG ___", per ton.
4
5 "HMA for Preleveling Cl. ___ PG ___", per ton.
6
7 "HMA for Pavement Repair Cl. ___ PG ___", per ton.
8
9 "Commercial HMA", per ton.
10
11 The unit Contract price per ton for "HMA Cl. ___ PG ___", "HMA for Approach Cl. ___
12 PG ___", "HMA for Preleveling Cl. ___ PG ___", "HMA for Pavement Repair Cl. ___ PG
13 ___", and "Commercial HMA" shall be full compensation for all costs, including anti-
14 stripping additive, incurred to carry out the requirements of Section 5-04 except for those
15 costs included in other items which are included in this Subsection and which are
16 included in the Proposal.
17
18 "Preparation of Untreated Roadway", per mile.
19
20 The unit Contract price per mile for "Preparation of Untreated Roadway" shall be full pay
21 for all Work described under 5-04.3(4) , with the exception, however, that all costs
22 involved in patching the Roadway prior to placement of HMA shall be included in the unit
23 Contract price per ton for "HMA Cl. ___ PG ___" which was used for patching. If the
24 Proposal does not include a Bid item for "Preparation of Untreated Roadway", the
25 Roadway shall be prepared as specified, but the Work shall be included in the Contract
26 prices of the other items of Work.
27
28 "Preparation of Existing Paved Surfaces", per mile.
29
30 The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be full pay for
31 all Work described under Section 5-04.3(4) with the exception, however, that all costs
32 involved in patching the Roadway prior to placement of HMA shall be included in the unit
33 Contract price per ton for "HMA Cl. ___ PG ___" which was used for patching. If the
34 Proposal does not include a Bid item for "Preparation of Untreated Roadway", the
35 Roadway shall be prepared as specified, but the Work shall be included in the Contract
36 prices of the other items of Work.
37
38 "Crack Sealing", by force account.
39
40 "Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the
41 purpose of providing a common Proposal for all Bidders, the Contracting Agency has
42 entered an amount in the Proposal to become a part of the total Bid by the Contractor.
43
44 "Pavement Repair Excavation Incl. Haul", per square yard.
45
46

1 The unit Contract price per square yard for “Pavement Repair Excavation Incl. Haul”
2 shall be full payment for all costs incurred to perform the Work described in Section 5-
3 04.3(4) with the exception, however, that all costs involved in the placement of HMA
4 shall be included in the unit Contract price per ton for “HMA for Pavement Repair Cl. ____
5 PG ____”, per ton.
6
7 “Extra Excavation and Backfill”, per force account.
8
9 “Extra Excavation and Backfill” required by the Engineer due to unsuitable base will be
10 paid for by force account as provided in Section 1-09.6. To provide a common Proposal
11 for all Bidders, the Contracting Agency has entered an amount in the Proposal to
12 become a part of the Contractor’s total Bid.
13
14 “Asphalt for Prime Coat”, per ton.
15
16 The unit Contract price per ton for “Asphalt for Prime Coat” shall be full payment for all
17 costs incurred to obtain, provide and install the material in accordance with Section 5-
18 04.3(4).
19
20 “Prime Coat Agg.”, per cubic yard, or per ton.
21
22 The unit Contract price per cubic yard or per ton for “Prime Coat Agg.” shall be full pay
23 for furnishing, loading, and hauling aggregate to the place of deposit and spreading the
24 aggregate in the quantities required by the Engineer.
25
26 “Asphalt for Fog Seal”, per ton.
27
28 Payment for “Asphalt for Fog Seal” is described in Section 5-02.5.
29
30 “Longitudinal Joint Seal”, per linear foot.
31
32 The unit Contract price per linear foot for “Longitudinal Joint Seal” shall be full payment
33 for all costs incurred to perform the Work described in Section 5-04.3(12).
34
35 “Planing Bituminous Pavement”, per square yard.
36
37 The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full
38 payment for all costs incurred to perform the Work described in Section 5-04.3(14).
39
40 “Temporary Pavement Marking”, per linear foot.
41
42 Payment for “Temporary Pavement Marking” is described in Section 8-23.5.
43
44 “Water”, per M gallon.
45

1 Payment for "Water" is described in Section 2-07.5.

2

3 "Job Mix Compliance Price Adjustment", by calculation.

4

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

7

8 "Compaction Price Adjustment", by calculation.

9

10 "Compaction Price Adjustment" will be calculated and paid for as described in Section 5-
11 04..3(10)D3.

12

13 "Roadway Core", per each.

14

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

18

19 "Cyclic Density Price Adjustment", by calculation.

20

21 "Cyclic Density Price Adjustment" will be calculated and paid for as described in Section
22 5-04.3(10)B.

23

24 **7-12.3 Construction Requirements**

25

26 Section 7-12.3 is supplemented with the following:

27

28 (*****)

29 ***Adjust Valve Box***

30

31 Where shown in the Plans or where directed by the Engineer, the existing valve
32 boxes shall be adjusted to the grade as staked or otherwise designated by the
33 Engineer.

34

35 Existing valve boxes shall be lowered prior to final paving then adjusted to grade
36 after final paving.

37

38 **7-12.4 Measurement**

39

40 Section 7-12.4 is supplemented with the following:

41

42 (*****)

43 Adjustment of valve boxes will be per each.

44

45 **7-12.5 Payment**

46

47 Section 7-12.5 is supplemented with the following:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

(*****)
"Adjust Valve Box", per each.

8-02.3 Construction Requirements

Section 8-02.3 is supplemented with the following:

(*****)
Landscaping and Landscape Restoration

Existing landscaping shall be restored in-kind at locations indicated on the Plans, to the satisfaction of the Engineer. Alternatively, the Engineer may require locations to be restored be backfilled with topsoil type A and bark or woodchip mulch, as determined in the field.

Areas of new landscaping shall utilize topsoil type A and bark or woodchip mulch.

8-02.5 Payment

Section 8-02.5 is supplemented with the following:

(*****)
"Landscaping and Landscape Restoration", per lump sum.
The lump sum Contract price for "Landscaping and Landscape Restoration" shall be full pay for the restoration of existing landscaping and placement of new landscaping, including vegetation, planting, excavation, backfilling, topsoil, bark, and mulch. All additional materials and labor, not shown in the Plans or called for herein and which are required to complete the landscaping and landscape restoration, shall be included in the lump sum Contract price.

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways

(*****)
Delete the first paragraph of Section 8-04.3(1) and replace it with the following:

Cement concrete curb, curb and gutter, gutter, and spillway shall be constructed with air entrained concrete Class 3000 conforming to the requirements of Section 6-02 except at driveway entrances. Cement concrete curb or curb and gutter along the full width of a driveway entrance shall be constructed with air entrained concrete Class 4000 conforming to the requirements of Section 6-02. Roundabout truck apron cement concrete curb and gutter, rolled curb and gutter, and transition curb and gutter shall be constructed with air entrained concrete Class 4000 conforming to the requirements of Section 6-02.

Section 8-04.3(1) is supplemented with the following:

(*****)

1 4" cement conc. traffic curb and gutter shall be constructed to the same requirements
2 as cement conc. traffic curb and gutter with the exception that forms matching the
3 reduced curb height shall be used.
4

5 **8-04.4 Measurement**
6

7 Section 8-04.4 is supplemented with the following:
8

9 (*****)
10 4" cement conc. traffic curb and gutter, cement conc. transition curb, and cement conc.
11 rolled curb and gutter will be measured by the linear foot along the line and slope of the
12 completed curbs, gutters, or spillways, including bends.
13

14 **8-04.5 Payment**
15

16 Section 8-04.5 is supplemented with the following:
17

18 (*****)
19 "4" Cement Conc. Traffic Curb and Gutter", per linear foot.
20 "Cement Conc. Transition Curb", per linear foot.
21 "Cement Conc. Rolled Curb and Gutter", per linear foot.
22

23 8-14.GR8

24 **Cement Concrete Sidewalks**
25

26 8-14.1.GR8

27 **Description**
28

29 8-14.1.INST1.GR8

30 Section 8-14.1 is revised to read:
31

32 8-14.1.OPT1.GR8

33 (April 3, 2017)

34 This Work consists of constructing cement concrete sidewalks, curb ramps, bus stop
35 shelter foundations, masonry sidewalks, and ramp grinding in accordance with details
36 shown in the Plans, Standard Plans, these Specifications, and in conformity to the lines
37 and grades shown in the Plans, Standard Plans, and as established by the Engineer.
38

39 8-14.3.GR8

40 **Construction Requirements**
41

42 8-14.3.INST1.GR8

43 Section 8-14.3 is supplemented with the following:
44

45 8-14.3.OPT1.GR8

46 (April 3, 2017)

47 The Contractor shall request a pre-construction meeting with the Engineer to be held two
48 to five working days before any work can start on cement concrete sidewalks, curb ramps
49 or other pedestrian access routes to discuss construction requirements. Those attending
50 shall include:
51

- 1 1. The Contractor and Subcontractor in charge of constructing forms, and placing,
2 and finishing the cement concrete.
- 3
- 4 2. Engineer (or representative) and Project Inspectors for the cement concrete
5 sidewalk, curb ramp or pedestrian access route Work.
- 6

7 Items to be discussed in this meeting shall include, at a minimum, the following:

- 8
- 9 1. Slopes shown on the Plans.
- 10
- 11 2. Inspection
- 12
- 13 3. Traffic control
- 14
- 15 4. Pedestrian control, access routes and delineation
- 16
- 17 5. Accommodating utilities
- 18
- 19 6. Form work
- 20
- 21 7. Installation of detectable warning surfaces
- 22
- 23 8. Contractor ADA survey and ADA Feature as-built requirements
- 24
- 25 9. Cold Weather Protection
- 26

27 8-14.3.OPT2.GR8

28 ***(January 7, 2019)***

29 ***Timing Restrictions***

30 Curb ramps shall be constructed on one leg of the intersection at a time. The curb ramps
31 shall be completed and open to traffic within five calendar days before construction can
32 begin on another leg of the intersection unless otherwise allowed by the Engineer.

33
34 Unless otherwise allowed by the Engineer, the five calendar day time restriction begins
35 when an existing curb ramp for the quadrant or traffic island/median is closed to
36 pedestrian use and ends when the quadrant or traffic island/median is fully functional and
37 open for pedestrian access.

38
39 8-14.3.OPT3.GR8

40 ***(January 7, 2019)***

41 ***Layout and Conformance to Grades***

42 Using the information provided in the Contract documents, the Contractor shall lay out,
43 grade, and form each new curb ramp, sidewalk, and curb and gutter.

44
45 ***(*****)***

46 ***Cement Conc. Bus Pad***

47
48 Section 8-14.3 is supplemented with the following:

49
50 Where shown in the Plans, cement conc. bus pads shall be 6' deep as measured
51 from the back edge of sidewalk. It shall be 14' wide as measured parallel to the
52 sidewalk. Thickness of the pad shall be minimum 6" with #10 6"x6" wire mesh, 3" off

1 the bottom with 2" clearance from the edges of the form. Concrete shall be 5-sack
2 mix with a minimum of 2,500 psi strength.

3
4 8-14.3(5).GR8

5 ***Detectable Warning Surface***

6
7 8-14.3(5).INST1.GR8

8 The first paragraph of Section 8-14.3(5) is revised to read:

9
10 8-14.3(5).OPT1.GR8

11 (January 13, 2021)

12 The detectable warning surface shall be located as shown in the Contract Plans or
13 Standard Plans. Placement of the detectable warning surface shall be in accordance
14 with the manufacturer's recommendation for placement in fresh concrete, before the
15 concrete has reached initial set, or on a hardened cement concrete surface. Glued or
16 stick down Detectable Warning Surfaces are allowed on asphalt surfaces only for
17 temporary work zone applications.

18 **8-14.4 Measurement**

19
20 Section 8-14.4 is supplemented with the following:

21
22 (*****)

23 Cement concrete bus pads will be measured by the square yard of finished surface.

24
25 **8-14.5 Payment**

26
27 Section 8-14.5 is supplemented with the following:

28
29 "Cement Conc. Bus Pad", per square yard.

30
31 **8-20.3(6) Junction Boxes, Cable Vaults, and Pull Boxes**

32
33 Section 8-20.3(6) is supplemented with the following:

34
35 (*****)

36 Existing utility vaults shall be adjusted to final grade using risers or rings
37 manufactured by the utility vault manufacturer. Utility vaults with traffic bearing lids
38 shall be raised to final grade using ring risers to raise the cover only. All voids
39 resulting from the adjustment shall be backfilled with materials matching adjacent
40 surfacing material and compacted in accordance with Section 2-09.3(1)E.

41
42 Damage to existing utility vaults and the associated conduit system or wiring resulting
43 from the Contractor's operations shall be repaired to the utility owner's satisfaction
44 at no additional cost to the Contracting Agency or utility owner.

45
46 Existing utility vaults shall be adjusted to be flush with the finished grade as well as
47 with the grade during the various construction stages proposed in the Contract.

48
49 **8-20.4 Measurement**

50
51 Section 8-20.4 is supplemented with the following:

1
2 (*****)
3 Adjustment of utility vault castings will be per each.
4

5 **8-20.5 Payment**

6
7 Section 8-20.5 is supplemented with the following:

8
9 (*****)
10 "Adjust Utility Vault Casting", per each.

11
12 STDPLANS.GR9
13 **(January 13, 2021)**
14 **Standard Plans**

15 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-
16 01, effective September 30, 2020, is made a part of this contract.

17
18 The Standard Plans are revised as follows:

19
20 A-50.10
21 DELETED

22
23 A-50.20
24 DELETED

25
26 A-50.30
27 DELETED

28
29 A-50.40
30 DELETED

31
32 B-90.40
33 Valve Detail – DELETED

34
35 C-1a
36 DELETED

37
38 C-8
39 Add new Note 5, "5. Type 2 Barrier and Barrier Terminals are allowed in temporary
40 installations only. New Type 2 Barrier and Barrier Terminals are not allowed to be
41 fabricated after December 31, 2019. The plan is provided as a means to verify that any
42 Type 2 barrier and Barrier Terminals fabricated prior to December 31, 2019 meets the
43 plan requirements and cross-sectional dimensions as specified in Standard Specifications
44 6-10.3(5)."

45
46 C-8a
47 Add new Note 2, "2. Type 4 Barrier and Barrier Transition are allowed in temporary
48 installations only. New Type 4 Barrier and Barrier Transition are not allowed to be
49 fabricated after December 31, 2019. The plan is provided as a means to verify that any
50 Type 4 barrier and Barrier Transition fabricated prior to December 31, 2019 meets the

- 1 plan requirements and cross-sectional dimensions as specified in Standard Specifications
- 2 6-10.3(5).”
- 3
- 4 C-8b
- 5 DELETED
- 6
- 7 C-8e
- 8 DELETED
- 9
- 10 C-8f
- 11 DELETED
- 12
- 13 C-16a
- 14 DELETED
- 15
- 16 C-20.10
- 17 The following table is added:

SLOPE \ EMBANKMENT TABLE (FOR 8', 9', 11' LONG POSTS)		
POST LENGTH	SLOPE	W (FT)
8-FOOT	1H : 1V OR FLATTER	2.5 MIN.
8-FOOT	2H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
9-FOOT	1.5H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
11-FOOT	1H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)

- 18
- 19
- 20
- 21 C-20.11
- 22 DELETED
- 23
- 24 C-20.19
- 25 DELETED
- 26
- 27 C-40.16
- 28 DELETED
- 29
- 30 C-40.18
- 31 DELETED
- 32
- 33 C-80.50
- 34 DELETED
- 35
- 36 C-85.14
- 37 DELETED
- 38
- 39 C-85.15

1 SECTION B detail, the callout reading “ANCHOR BOLT (TYP.) ~ SEE DETAIL,
2 STANDARD PLAN C-8b”, is revised to read “ANCHOR BOLT (TYP.) ~ SEE DETAIL IN
3 PLANS”.

4

5 SECTION B detail, the callout reading “ANCHOR PLATE (TYP.) ~ SEE STANDARD
6 PLAN J-8b”, is revised to read “ANCHOR PLATE (TYP.) ~ SEE DETAIL IN PLANS”.

7

8 D-2.14
9 DELETED

10

11 D-2.16
12 DELETED

13

14 D-2.18
15 DELETED

16

17 D-2.20
18 DELETED

19

20 D-2.42
21 DELETED

22

23 D-2.44
24 DELETED

25

26 D-2.46
27 DELETED

28

29 D-2.48
30 DELETED

31

32 D-2.82
33 DELETED

34

35 D-2.86
36 DELETED

37

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

43

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

49

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

52

1 D-10.35
2 Wall Type 6 may be used in all cases.
3
4 D-10.40
5 Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
6 barriers attached on top of the wall are considered non-standard and shall be designed
7 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15
8 Bridge Design memorandum.
9
10 D-10.45
11 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
12 barriers attached on top of the wall are considered non-standard and shall be designed
13 in accordance with the current WSDOT BDM and the revisions stated in the revisions
14 stated in the 11/3/15 Bridge Design memorandum.
15
16 D-15.10
17 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls"
18 are withdrawn. Special designs in accordance with the current WSDOT BDM are required
19 in place of these STD Plans.
20
21 D-15.20
22 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls"
23 are withdrawn. Special designs in accordance with the current WSDOT BDM are required
24 in place of these STD Plans.
25
26 D-15.30
27 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls"
28 are withdrawn. Special designs in accordance with the current WSDOT BDM are required
29 in place of these STD Plans.
30
31 G-20.10
32 SIGN INSTALLATION BEHIND TRAFFIC BARRIER detail, dimension callout "3' MIN.", is
33 revised to read "5' MIN."
34
35 H-70.20
36 Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is
37 revised to H-70.10
38
39 H-70.30
40 DELETED
41
42 J-10.16
43 Key Note 14, reads:"Mounting Hole ~ See Standard Plan J-10.30 for mounting Details."
44 Is revised to read:"Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."
45 General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is
46 revised to read: "See Standard Plan J-10.14 for pole installation details."
47
48 J-10.17
49 Key Note 16, reads:"Mounting Hole ~ See Standard Plan J-10.?? for mounting Details."
50 Is revised to read:"Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."
51 General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is
52 revised to read: "See Standard Plan J-10.14 for pole installation details."

1
2 J-10.18
3 Key Note 12, reads: "Mounting Hole ~ See Standard Plan J-10.20 for mounting Details."
4 Is revised to read: "Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."
5 General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is
6 revised to read: "See Standard Plan J-10.14 for pole installation details."
7
8 J-20.26
9 Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton
10 post."
11
12 J-20.16
13 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE
14
15 J-21.10
16 Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS
17 ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO
18 READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER
19 ASSEMBLY"
20 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top
21 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from
22 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
23 2 # 4 reinf. Bar.
24 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top
25 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
26 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
27 1 # 4 reinf. Bar.
28 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top
29 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
30 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
31 2 # 4 reinf. Bar.
32 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top
33 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
34 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
35 1 # 4 reinf. Bar.
36 Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping
37 Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam.
38 Torque Clamping Bolts (see Note 1)"
39 Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is
40 revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"
41
42 J-21.15
43 Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE
44 NIPPLE ~ 1 1/2" (IN) DIAM.
45
46 J-21.16
47 Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE
48
49 J-22.15
50 Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
51 (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE
52 NIPPLE ~ 1 1/2" (IN) DIAM.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

J-28.60

Note 1 "See Standard Plans C-8b and C-85.14 for foundation and anchor bolt details." is revised to read "See contract for anchor bolt details. See Standard Plan C-85.15 for foundation details."

J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-40.36

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20

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

J-81.10

All references to "Type 170 Controller" are replaced with "Controller".

L-40.10

DELETED

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

39

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-60.10-03.....12/23/14
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-60.20-03.....12/23/14
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.30-01.....6/28/18
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.40-00.....8/31/07
A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	
A-30.30-01.....6/16/11	A-40.50-02.....12/23/14	
B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-02.....2/27/18
B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-01.....6/10/08
B-5.60-02.....1/26/17	B-30.70-04.....2/27/18	B-75.60-00.....6/8/06
B-10.20-02.....3/2/18	B-30.80-01.....2/27/18	B-80.20-00.....6/8/06
B-10.40-01.....1/26/17	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
B-10.70-01.....9/9/20	B-35.20-00.....6/8/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-35.40-00.....6/8/06	B-85.20-00.....6/1/06

	B-15.40-01.....2/7/12	B-40.20-00.....6/1/06	B-85.30-00.....6/1/06
	B-15.60-02.....1/26/17	B-40.40-02.....1/26/17	B-85.40-00.....6/8/06
	B-20.20-02.....3/16/12	B-45.20-01.....7/11/17	B-85.50-01.....6/10/08
	B-20.40-04.....2/27/18	B-45.40-01.....7/21/17	B-90.10-00.....6/8/06
	B-20.60-03.....3/15/12	B-50.20-00.....6/1/06	B-90.20-00.....6/8/06
	B-25.20-02.....2/27/18	B-55.20-02.....2/27/18	B-90.30-00.....6/8/06
	B-25.60-02.....2/27/18	B-60.20-02.....9/9/20	B-90.40-01.....1/26/17
	B-30.05-00.....9/9/20	B-60.40-01.....2/27/18	B-90.50-00.....6/8/06
	B-30.10-03.....2/27/18	B-65.20-01.....4/26/12	B-95.20-01.....2/3/09
	B-30.15-00.....2/27/18	B-65.40-00.....6/1/06	B-95.40-01.....6/28/18
	B-30.20-04.....2/27/18	B-70.20-00.....6/1/06	
	B-30.30-03.....2/27/18	B-70.60-01.....1/26/17	
	B-30.40-03.....2/27/18		
1	C-1.....9/9/20	C-20.42-05.....7/14/15	C-70.10-02.....9/16/20
	C-1b.....9/9/20	C-20.45.02.....8/12/19	C-75.10-02.....9/16/20
	C-1d.....10/31/03	C-22.16-07.....9/16/20	C-75.20-02.....9/16/20
	C-2c.....8/12/19	C-22.40-08.....9/16/20	C-75.30-02.....9/16/20
	C-4f.....8/12/19	C-22.45-05.....9/16/20	C-80.10-02.....9/16/20
	C-6a.....10/14/09	C-23.60-04.....7/21/17	C-80.20-01.....6/11/14
	C-7.....6/16/11	C.24.10-02.....8/12/19	C-80.30-01.....6/11/14
	C-7a.....6/16/11	C-25.20-06.....7/14/15	C-80.40-01.....6/11/14
	C-8.....2/10/09	C-25.22-05.....7/14/15	C-85.10-00.....4/8/12
	C-8a.....7/25/97	C-25.26-04.....8/12/19	C-85.11-01.....9/16/20
	C-20.10-06.....9/16/20	C-25.30-00.....6/28/18	C-85.15-01.....6/30/14
	C-20.14-04.....8/12/19	C-25.80-05.....8/12/19	C-85.16-01.....6/17/14
	C-20.15-02.....6/11/14	C-60.10-01.....9/24/20	C-85.18-01.....6/11/14
	C-20.18-03.....8/12/19	C-60.20-00.....9/24/20	C-85.20-01.....6/11/14
	C-20.40-07.....8/12/19	C-60.30-00.....9/24/20	
	C-20.41-02.....8/12/19	C-60.70-00.....9/24/20	
2	D-2.04-00.....11/10/05	D-2.80-00.....11/10/05	D-6.....6/19/98
	D-2.06-01.....1/6/09	D-2.84-00.....11/10/05	D-10.10-01.....12/2/08
	D-2.08-00.....11/10/05	D-2.88-00.....11/10/05	D-10.15-01.....12/2/08
	D-2.32-00.....11/10/05	D-2.92-00.....11/10/05	D-10.20-01.....8/7/19
	D-2.34-01.....1/6/09	D-3.09-00.....5/17/12	D-10.25-01.....8/7/19
	D-2.36-03.....6/11/14	D-3.10-01.....5/29/13	D-10.30-00.....7/8/08
	D-2.60-00.....11/10/05	D-3.11-03.....6/11/14	D-10.35-00.....7/8/08
	D-2.62-00.....11/10/05	D-3.15-02.....6/10/13	D-10.40-01.....12/2/08
	D-2.64-01.....1/6/09	D-3.16-02.....5/29/13	D-10.45-01.....12/2/08
	D-2.66-00.....11/10/05	D-3.17-02.....5/9/16	
	D-2.68-00.....11/10/05	D-4.....12/11/98	
3	E-1.....2/21/07	E-4.....8/27/03	
	E-2.....5/29/98	E-4a.....8/27/03	
4	F-10.12-04.....9/24/20	F-10.62-02.....4/22/14	F-40.15-04.....9/25/20
	F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
	F-10.18-02.....9/24/20	F-30.10-04.....9/25/20	F-45.10-02.....7/15/16
	F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
	F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
5			

LIPPERT PAVEMENT REPAIR AND SIDEWALK RETROFIT

	G-10.10-00.....9/20/07	G-25.10-05.....9/16/20	G-95.10-02.....6/28/18
	G-20.10-02.....6/23/15	G-26.10-00.....7/31/19	G-95.20-03.....6/28/18
	G-22.10-04.....6/28/18	G-30.10-04.....6/23/15	G-95.30-03.....6/28/18
	G-24.10-00.....11/8/07	G-50.10-03.....6/28/18	
	G-24.20-01.....2/7/12	G-90.10-03.....7/11/17	
	G-24.30-02.....6/28/18	G-90.11-00.....4/28/16	
	G-24.40-07.....6/28/18	G-90.20-05.....7/11/17	
	G-24.50-05.....8/7/19	G-90.30-04.....7/11/17	
	G-24.60-05.....6/28/18	G-90.40-02.....4/28/16	
1	H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-01.....2/7/12
	H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-01.....2/16/12
	H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
2	I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
	I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-01.....6/10/13
	I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
	I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
	I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
3	J-10.....7/18/97	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
	J-10.10-04.....9/16/20	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
	J-10.12-00.....9/16/20	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
	J-10.14-00.....9/16/20	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
	J-10.15-01.....6/11/14	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
	J-10.16-01.....9/16/20	J-28.60-02.....7/21/16	J-75.40-02.....6/1/16
	J-10.17-01.....9/16/20	J-28.70-03.....7/21/17	J-75.41-01.....6/29/16
	J-10.18-01.....9/16/20	J-29.10-01.....7/21/16	J-75.45-02.....6/1/16
	J-10.20-03.....9/16/20	J-29.15-01.....7/21/16	J-80.10-00.....6/28/18
	J-10.21-01.....9/16/20	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
	J-10.22-01.....9/16/20	J-30.10-00.....6/18/15	J-81.10-01.....9/16/20
	J-10.25-00.....7/11/17	J-40.05-00.....7/21/16	J-86.10-00.....6/28/18
	J-12.15-00.....6/28/18	J-40.10-04.....4/28/16	J-90.10-03.....6/28/18
	J-12.16-00.....6/28/18	J-40.20-03.....4/28/16	J-90.20-03.....6/28/18
	J-15.10-01.....6/11/14	J-40.30-04.....4/28/16	J-90.21-02.....6/28/18
	J-15.15-02.....7/10/15	J-40.35-01.....5/29/13	J-90.50-00.....6/28/18
	J-20.10-04.....7/31/19	J-40.36-02.....7/21/17	
	J-20.11-03.....7/31/19	J-40.37-02.....7/21/17	
	J-20.15-03.....6/30/14	J-40.38-01.....5/20/13	
	J-20.16-02.....6/30/14	J-40.39-00.....5/20/13	
	J-20.20-02.....5/20/13	J-40.40-02.....7/31/19	
	J-20.26-01.....7/12/12	J-45.36-00.....7/21/17	
	J-21.10-04.....6/30/14	J-50.05-00.....7/21/17	
	J-21.15-01.....6/10/13	J-50.10-01.....7/31/19	
	J-21.16-01.....6/10/13	J-50.11-02.....7/31/19	
	J-21.17-01.....6/10/13	J-50.12-02.....8/7/19	
	J-21.20-01.....6/10/13	J-50.13-00.....8/22/19	
	J-22.15-02.....7/10/15	J-50.15-01.....7/21/17	
	J-22.16-03.....7/10/15	J-50.16-01.....3/22/13	
	J-26.10-03.....7/21/16	J-50.18-00.....8/7/19	
	J-26.15-01.....5/17/12	J-50.19-00.....8/7/19	

LIPPERT PAVEMENT REPAIR AND SIDEWALK RETROFIT

	J-26.20-01.....6/28/18	J-50.20-00.....6/3/11	
	J-27.10-01.....7/21/16	J-50.25-00.....6/3/11	
	J-27.15-00.....3/15/12	J-50.30-00.....6/3/11	
	J-28.10-02.....8/7/19	J-60.05-01.....7/21/16	
	J-28.22-00.....8/07/07	J-60.11-00.....5/20/13	
	J-28.24-02.....9/16/20	J-60.12-00.....5/20/13	
	J-28.26-01.....12/02/08		
	J-28.30-03.....6/11/14		
1	K-70.20-01.....6/1/16		
	K-80.10-02.....9/25/20		
	K-80.20-00.....12/20/06		
	K-80.35-01.....9/16/20		
	K-80.37-01.....9/16/20		
2	L-10.10-02.....6/21/12	L-40.15-01.....6/16/11	L-70.10-01.....5/21/08
	L-20.10-03.....7/14/15	L-40.20-02.....6/21/12	L-70.20-01.....5/21/08
	L-30.10-02.....6/11/14		
3	M-1.20-04.....9/25/20	M-11.10-03.....8/7/19	M-40.20-00...10/12/07
	M-1.40-03.....9/25/20	M-12.10-02.....9/25/20	M-40.30-01.....7/11/17
	M-1.60-03.....9/25/20	M-15.10-01.....2/6/07	M-40.40-00.....9/20/07
	M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.50-00.....9/20/07
	M-2.20-03.....7/10/15	M-20.10-03.....9/25/20	M-40.60-00.....9/20/07
	M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-60.10-01.....6/3/11
	M-3.10-04.....9/25/20	M-20.30-04.....2/29/16	M-60.20-02.....6/27/11
	M-3.20-03.....9/25/20	M-20.40-03.....6/24/14	M-65.10-02.....5/11/11
	M-3.30-04.....9/25/20	M-20.50-02.....6/3/11	M-80.10-01.....6/3/11
	M-3.40-04.....9/25/20	M-24.20-02.....4/20/15	M-80.20-00.....6/10/08
	M-3.50-03.....9/25/20	M-24.40-02.....4/20/15	M-80.30-00.....6/10/08
	M-5.10-03.....9/25/20	M-24.60-04.....6/24/14	
	M-7.50-01.....1/30/07	M-24.65-00.....7/11/17	
	M-9.50-02.....6/24/14	M-24.66-00.....7/11/17	
	M-9.60-00.....2/10/09	M-40.10-03.....6/24/14	
4			
5			

APPENDIX B
FEDERAL (DAVIS BACON) PREVAILING WAGES

FEDERAL WAGE DECISION

"General Decision Number: WA20220001 01/07/2022

Superseded General Decision Number: WA20210001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/07/2022

CARP0003-006 06/01/2018

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHKIAKUM Counties.

Rates Fringes

Carpenters:

CARPENTERS.....	\$ 37.64	16.83
DIVERS TENDERS.....	\$ 43.73	16.83
DIVERS.....	\$ 87.73	16.83
DRYWALL.....	\$ 37.64	16.83
MILLWRIGHTS.....	\$ 38.17	16.83
PILEDRIVERS.....	\$ 38.71	16.83

DEPTH PAY:

50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET
101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET
151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
ZONE 3: Projects located more than 40 miles and less than 50

miles of the respective city of the above mentioned cities
 ZONE 4: Projects located more than 50 miles and less than 60
 miles of the respective city of the above mentioned cities.
 ZONE 5: Projects located more than 60 miles and less than 70
 miles of the respective city of the above mentioned cities
 ZONE 6: Projects located more than 70 miles of the respected
 city of the above mentioned cities

 CARP0030-004 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
 MASON, PACIFIC (North of a straight line made by extending the
 north boundary line of Wahkiakum County west to the Pacific
 Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND
 WHATCOM Counties

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS.....	\$ 46.92	18.02
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 47.02	18.02
CARPENTERS.....	\$ 46.92	18.02
DIVERS TENDER.....	\$ 51.89	18.02
DIVERS.....	\$ 100.78	18.02
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 48.42	18.02
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....	\$ 47.17	18.02

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL
 CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the
 free zone computed from the city center of the following
 listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles Free
26-35 radius miles \$1.00/hour
36-45 radius miles \$1.15/hour
46-55 radius miles \$1.35/hour
Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles Free
26-45 radius miles \$.70/hour
Over 45 radius miles \$1.50/hour

CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian), COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of 120th meridian), KITTITAS (East of 120th meridian), LINCOLN, OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th meridian) Counties

Rates Fringes

CARPENTER

GROUP 1.....	\$ 35.47	16.88
GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 36.66	16.88
GROUP 4.....	\$ 36.66	16.88
GROUP 5.....	\$ 83.96	16.88
GROUP 6.....	\$ 40.23	16.88
GROUP 7.....	\$ 41.23	16.88
GROUP 8.....	\$ 37.66	16.88
GROUP 9.....	\$ 44.23	16.88

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated

material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	\$4.00/PER HOUR
ZONE 3	OVER 100 MILES	\$6.00/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$2.00 per foot
101-150 feet \$3.00 per foot
151-220 feet \$4.00 per foot
221 feet and deeper \$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet Free
26-300 feet \$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP0770-003 06/01/2020

**WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:
CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA**

Rates Fringes

CARPENTER

CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	18.02
CARPENTERS.....	\$ 46.92	18.02
DIVERS TENDER.....	\$ 51.89	18.02
DIVERS.....	\$ 100.78	18.02

MILLWRIGHT AND MACHINE
 ERECTORS.....\$ 48.42 18.02
 PILEDRIIVER, DRIVING,
 PULLING, CUTTING, PLACING
 COLLARS, SETTING, WELDING
 OR CRESOTE TREATED
 MATERIAL, ALL PILING.....\$ 47.17 18.02

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS)

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

- Seattle Olympia Bellingham
- Auburn Bremerton Anacortes
- Renton Shelton Yakima
- Aberdeen-Hoquiam Tacoma Wenatchee
- Ellensburg Everett Port Angeles
- Centralia Mount Vernon Sunnyside
- Chelan Pt. Townsend

Zone Pay:
 0 -25 radius miles Free
 26-35 radius miles \$1.00/hour
 36-45 radius miles \$1.15/hour
 46-55 radius miles \$1.35/hour
 Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:
 0 -25 radius miles Free
 26-45 radius miles \$.70/hour
 Over 45 radius miles \$1.50/hour

 * ELEC0046-001 08/21/2021

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 68.50	25.72
ELECTRICIAN.....	\$ 62.27	25.53

* ELEC0048-003 01/01/2021

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 50.35	25.48

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

- Zone 1: 31-50 miles \$1.50/hour
- Zone 2: 51-70 miles \$3.50/hour
- Zone 3: 71-90 miles \$5.50/hour
- Zone 4: Beyond 90 miles \$9.00/hour

*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

ELEC0048-029 01/01/2021

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 50.35	25.48

ELEC0073-001 07/01/2020

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 37.65	19.68

* ELEC0076-002 08/31/2021

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 53.15	23.81
ELECTRICIAN.....	\$ 49.99	24.01

* ELEC0112-005 06/01/2021

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA
WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 52.50	23.01
ELECTRICIAN.....	\$ 50.00	22.93

ELEC0191-003 06/01/2020

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 47.95	26.16

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 42.45	21.34

* ENGI0302-003 06/01/2021

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF
THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING,
KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN),
SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE
120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

Rates Fringes

POWER EQUIPMENT OPERATOR

Group 1A.....	\$ 51.91	23.82
Group 1AA.....	\$ 52.66	23.82
Group 1AAA.....	\$ 53.42	23.82
Group 1.....	\$ 51.15	23.82
Group 2.....	\$ 50.50	23.82
Group 3.....	\$ 49.92	23.82
Group 4.....	\$ 46.73	23.82

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with

attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill,roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site

safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

* ENGI0370-002 06/01/2021

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 29.76	20.65
GROUP 2.....	\$ 30.08	20.65
GROUP 3.....	\$ 30.69	20.65
GROUP 4.....	\$ 30.85	20.65
GROUP 5.....	\$ 31.01	20.65
GROUP 6.....	\$ 31.21	20.65
GROUP 7.....	\$ 31.56	20.65
GROUP 8.....	\$ 32.66	20.65

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and

chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton);

Rubber-tired Skidders (R/T with or without attachments);
Surface Heater & Plant Machine; Trenching Machines (under 7
ft. depth capacity); Turnhead (with re-screening); Vacuum
Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under
3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes
(25 tons & under), all attachments including clamshell,
dragline; Derricks & Stifflegs (under 65 tons); Drilling
Equipment(8 inch bit & over) (Robbins, reverse circulation
& similar); Hoe Ram; Piledriving Engineers; Paving (dual
drum); Railroad Track Liner Operatr (self-propelled);
Refrigeration Plant Engineer (1000 tons & over); Signalman
(Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches
& Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade
wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes
& Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units);
Batch & Wet Mix Operator (multiple units, 2 & incl. 4);
Blade Operator (motor patrol & attachments); Cable
Controller (dispatcher); Compactor (self-propelled with
blade); Concrete Pump Boom Truck; Concrete Slip Form Paver;
Cranes (over 25 tons, to and including 45 tons), all
attachments including clamshell, dragline; Crusher, Grizzle
& Screening Plant Operator; Dozer, 834 R/T & similar; Drill
Doctor; Loader Operator (front-end & overhead, 4 yds. incl.
8 yds.); Multiple Dozer Units with single blade; Paving
Machine (asphalt and concrete); Quad-Track or similar
equipment; Rollerman (finishing asphalt pavement); Roto
Mill (pavement grinder); Scrapers, all, rubber-tired;
Screed Operator; Shovel(under 3 yds.); Trenching Machines
(7 ft. depth & over); Tug Boat Operator Vactor guzzler,
super sucker; Lime Batch Tank Operator (REcycle Train);
Lime Brain Operator (Recycle Train); Mobile Crusher
Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds
& over); Blade (finish & bluetop) Automatic, CMI, ABC,
Finish Athey & Huber & similar when used as automatic;
Cableway Operators; Concrete Cleaning/Decontamination
machine operator; Cranes (over 45 tons to but not including
85 tons), all attachments including clamshell and dragline;
Derricks & Stiffleys (65 tons & over); Elevating Belt
(Holland type); Heavy equipment robotics operator; Loader
(360 degrees revolving Koehring Scooper or similar);
Loaders (overhead & front-end, over 8 yds. to 10 yds.);
Rubber-tired Scrapers (multiple engine with three or more
scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads,
ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform

Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)

180 ft to 250 ft \$.50 over scale

Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

ENGI0612-001 06/01/2020

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 49.50	22.47
GROUP 1AA.....	\$ 50.22	22.47
GROUP 1AAA.....	\$ 50.94	22.47
GROUP 1.....	\$ 48.77	22.47
GROUP 2.....	\$ 48.15	22.47
GROUP 3.....	\$ 47.60	22.47
GROUP 4.....	\$ 44.55	22.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck

or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakeop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

ENGI0612-012 06/01/2020

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 48.41	22.47
GROUP 1AA.....	\$ 49.13	22.47
GROUP 1AAA.....	\$ 49.83	22.47
GROUP 1.....	\$ 47.70	22.47
GROUP 2.....	\$ 47.08	22.47
GROUP 3.....	\$ 46.55	22.47
GROUP 4.....	\$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6

yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors,

farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

ENGI0701-002 01/01/2018

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHAKIYAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 41.65	14.35
GROUP 1A.....	\$ 43.73	14.35
GROUP 1B.....	\$ 45.82	14.35
GROUP 2.....	\$ 39.74	14.35
GROUP 3.....	\$ 38.59	14.35
GROUP 4.....	\$ 37.51	14.35
GROUP 5.....	\$ 36.27	14.35
GROUP 6.....	\$ 33.05	14.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plan and or Wet mix three (3) units or more;

Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or

attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator

over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding

type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steer (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

 * IRON0014-005 07/01/2021

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OUELLE, SPOKANE, STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.55	30.36

 IRON0029-002 07/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.10	29.75

 * IRON0086-002 07/01/2021

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.55	30.36

 IRON0086-004 07/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
 MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.95	31.00

 * LABO0238-004 06/01/2021

PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th
 Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE,
 STEVENS & WHITMAN COUNTIES

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 26.69	13.65
GROUP 2.....	\$ 28.79	13.65
GROUP 3.....	\$ 29.06	13.65
GROUP 4.....	\$ 29.33	13.65
GROUP 5.....	\$ 29.61	13.65
LABORER (SPOKANE)		
GROUP 1.....	\$ 27.34	14.50
GROUP 2.....	\$ 29.44	14.50
GROUP 3.....	\$ 29.71	14.50
GROUP 4.....	\$ 29.98	14.50
GROUP 5.....	\$ 30.26	14.50

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.
 Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner;

Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Guniting (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

LABO0238-006 06/01/2019

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 27.95	12.90

* LABO0242-003 06/01/2021

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.75	13.29

GROUP 2A.....	\$ 32.96	13.29
GROUP 3.....	\$ 41.29	13.29
GROUP 4.....	\$ 42.29	13.29
GROUP 5.....	\$ 42.98	13.29
Group 6.....	\$ 43.98	13.29

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
 ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout

Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

 * LABO0252-010 06/10/2021

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC (EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.75	13.19
GROUP 2.....	\$ 32.96	13.19
GROUP 3.....	\$ 41.29	13.19
GROUP 4.....	\$ 42.29	13.19

GROUP 5.....\$ 42.98 13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall
ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall
ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - \$1.00
ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall
ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating
Screed; Asbestos Abatement Laborer; Ballast Regulator
Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter
Tender; Cement Finisher Tender; Change House or Dry Shack;
Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender;
Clean-up Laborer; Concrete Form Stripper; Curing Laborer;
Demolition (wrecking and moving including charred
material); Ditch Digger; Dump Person; Fine Graders;
Firewatch; Form Setter; Gabian Basket Builders; Grout
Machine Tender; Grinders; Guardrail Erector; Hazardous
Waste Worker (Level C: uses a chemical "splash suit" and
air purifying respirator); Maintenance Person; Material
Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale

Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, airtrac); Faller and Bucker Chain Saw; Groutmen (pressure including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and gas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

 * LABO0292-008 06/01/2021

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.75	13.19
GROUP 2.....	\$ 32.96	13.19
GROUP 3.....	\$ 41.29	13.19
GROUP 4.....	\$ 42.29	13.19
GROUP 5.....	\$ 42.98	13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagger; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabion Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, airtrac); Faller and Bucker Chain Saw; Grade Checker and

Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and gas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

 * LABO0335-001 06/01/2021

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

Rates Fringes

Laborers:

ZONE 1:		
GROUP 1.....	\$ 36.59	13.19
GROUP 2.....	\$ 37.34	13.19
GROUP 3.....	\$ 37.91	13.19
GROUP 4.....	\$ 38.39	13.19
GROUP 5.....	\$ 33.47	13.19
GROUP 6.....	\$ 30.43	13.19
GROUP 7.....	\$ 26.40	13.19

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city all.
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunitite Nozzleman Tender; Gunitite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill

Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Guniting Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2020

	Rates	Fringes
Hod Carrier.....	\$ 34.93	12.44

* LABO0348-003 06/10/2021

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 24.47	13.19
GROUP 2.....	\$ 28.11	13.19
GROUP 3.....	\$ 30.79	13.19
GROUP 4.....	\$ 31.54	13.19
GROUP 5.....	\$ 32.09	13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.);

Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

 * PAIN0005-002 07/01/2021

STATEWIDE EXCEPT CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHAKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 32.36	18.15

 PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

 * PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);
 CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,
 LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,
 WHITMAN AND YAKIMA COUNTIES

Rates Fringes

PAINTER

Application of Cold Tar Products, Epoxies, Polyure thanes, Acids, Radiation Resistant Material, Water and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates
 listed for work on swing stages and high work of over 30
 feet.

 PAIN0055-003 07/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM
 COUNTIES

Rates Fringes

PAINTER

Brush & Roller.....	\$ 26.56	13.40
Spray and Sandblasting.....	\$ 26.56	13.40

All high work over 60 ft. = base rate + \$0.75

 PAIN0055-006 03/01/2020

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

Rates Fringes

Painters:

HIGHWAY & PARKING LOT STRIPER.....	\$ 35.87	13.40
---------------------------------------	----------	-------

 PLAS0072-004 06/01/2020

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,
 FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND
 OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA
 COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.30	15.53

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
 Zone 1: 0 - 45 radius miles from the main post office
 Zone 2: Over 45 radius miles from the main post office

 * PLAS0528-001 06/01/2021

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING,
 KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT,
 SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 47.87	19.04
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 48.37	19.04
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 48.37	19.04

 PLAS0555-002 07/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDE/HANGING SCAFFOLD..	\$ 37.32	18.77
CEMENT MASONS ON		

SUSPENDED, SWINGING AND/OR
HANGING SCAFFOLD.....\$ 36.58 18.77
CEMENT MASONS.....\$ 35.85 18.77
COMPOSITION WORKERS AND
POWER MACHINERY OPERATORS...\$ 36.58 18.77

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,
SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall
ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.
ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line
made by extending the north boundary line of Wahkiakum County
west to the Pacific Ocean), SKAMANIA, AND WAHAKIYAKUM COUNTIES

Rates Fringes

Truck drivers:

ZONE 1
GROUP 1.....\$ 29.33 16.40
GROUP 2.....\$ 29.46 16.40
GROUP 3.....\$ 29.60 16.40
GROUP 4.....\$ 29.89 16.40
GROUP 5.....\$ 30.03 16.40
GROUP 6.....\$ 30.31 16.40
GROUP 7.....\$ 30.53 16.40

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks;

Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

 * TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

Rates Fringes

Truck drivers:

ZONE A:

GROUP 1:.....	\$ 42.88	20.92
GROUP 2:.....	\$ 42.04	20.92
GROUP 3:.....	\$ 39.23	20.92
GROUP 4:.....	\$ 34.26	20.92
GROUP 5:.....	\$ 42.43	20.92

ZONE B (25-45 miles from center of listed cities*): Add \$.70

per hour to Zone A rates.
ZONE C (over 45 miles from centr of listed cities*): Add
\$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the
following listed cities:

BELLINGHAM CENTRALIA RAYMOND OLYMPIA
EVERETT SHELTON ANACORTES BELLEVUE
SEATTLE PORT ANGELES MT. VERNON KENT
TACOMA PORT TOWNSEND ABERDEEN BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and

similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

Rates Fringes

Truck drivers: (AREA 1:
SPOKANE ZONE CENTER: Adams,
Chelan, Douglas, Ferry,
Grant, Kittitas, Lincoln,
Okanogan, Pen Oreille,
Spokane, Stevens, and Whitman
Counties

AREA 1: LEWISTON ZONE CENTER:
Asotin, Columbia, and
Garfield Counties

AREA 2: PASCO ZONE CENTER:
Benton, Franklin, Walla Walla
and Yakima Counties)

AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser;

Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a) (1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a) (1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 -day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

form HUD-4010 (06/2009)

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I (b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

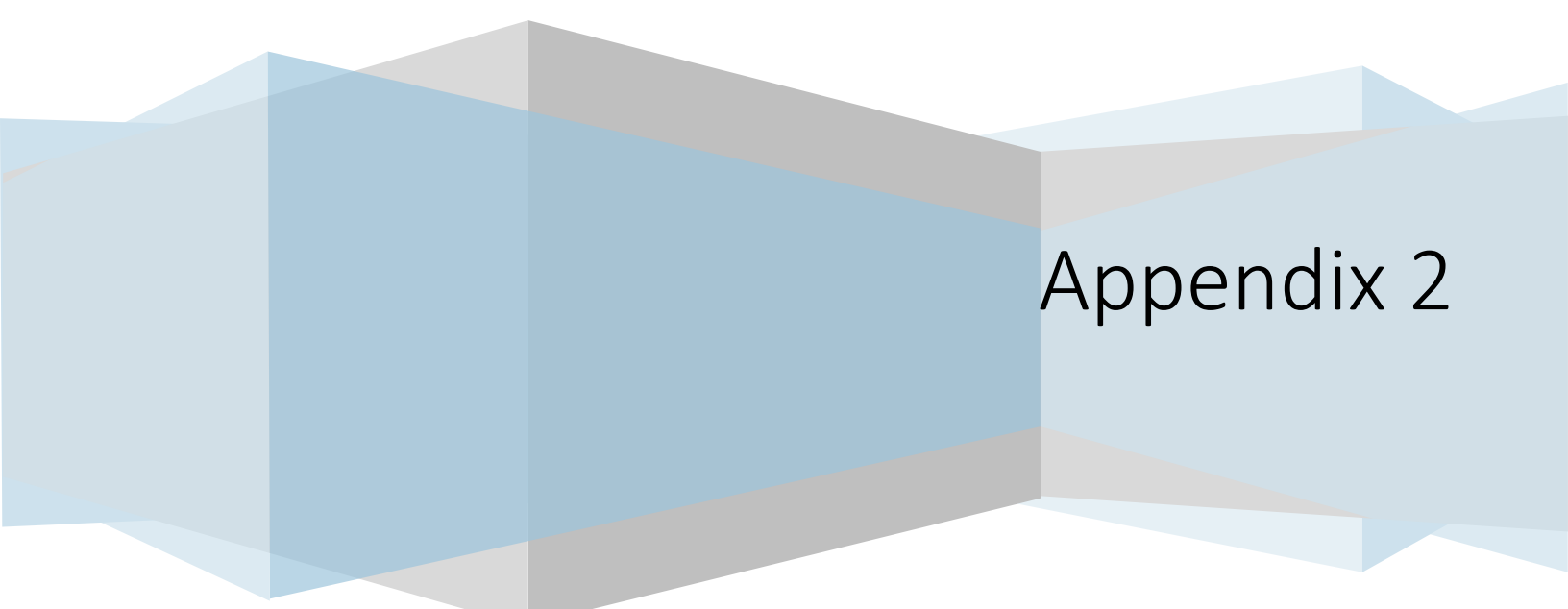
(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX C
SECTION 3 REQUIREMENTS

Section 3 Requirements

CDBG/HOME Guidebook



Appendix 2

Section 3 Requirements

Section 3 Requirements and Compliance

What is Section 3?

Each year the U.S. Department of Housing and Urban Development (HUD) invests billions of federal dollars into communities for projects designed to build and rehabilitate housing, improve roads, develop community centers, and otherwise assist primarily low-income families.

Section 3 regulations recognize that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities not only provide “bricks and mortar” but can also positively impact the lives of residents who live in the neighborhoods where HUD funded projects occur.

Section 3 of the Housing and Urban Development Act of 1968 is HUD’s legislative directive for providing preference to low- and very low-income residents of the local community and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

Triggering the Requirements of Section 3

As a condition of receiving more than \$200,000 of HUD Community Development Block Grant (CDBG) and/or HOME Investment Partnership (HOME) funds, grant recipients must comply with the requirements of Section 3 if the funding will be invested into a project involving **housing construction, demolition, rehabilitation, or other public construction – i.e., roads, sewers, community centers, etc.** The project is the site or sites together with building(s) and improvements located on the site(s) that are under common ownership, management, and financing. The requirements apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted with CDBG or HOME.

For CDBG and HOME assisted projects which trigger Section 3 compliance, the benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers on the project. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked by all workers on the project. This means that the 5 percent is included as part of the 25 percent threshold.

Section 3 Workers

A “Section 3 Worker” is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker’s income for the previous or annualized calendar year is below the income limit established by HUD (worker is “low income” meaning their income is below 80% of the area median income);
2. The worker is employed by a Section 3 business concern;
3. The worker is a YouthBuild participant.

Section 3 Requirements

A “Targeted Section 3 worker” is a Section 3 worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past 5 years:
 - Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
 - A YouthBuild participant

Determining Income Levels

Low income is defined as 80% or below the as area median income for Section 8 programs as determined by HUD. HUD publishes income limits each year for the Bremerton-Silverdale Metropolitan Statistical Area (MSA). These limits are updated annually by HUD and available from the Kitsap County Block Grant office.

What is YouthBuild?

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. Kitsap County’s YouthBuild Program is operated by Olympic Educational Service District 114, located in Bremerton.

Section 3 Business Concern

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

The Section 3 Business Registry is a listing of firms that have self-certified that they meet the definition of a Section 3 business and are included in a searchable online database. It can be found here: [Search HUD Section 3 Business Registry](#)

How Do We Comply with Section 3 Requirements?

Block Grant staff will work with grant recipients to comply with the requirements of Section 3. As the recipient of more than \$200,000 of CDBG or HOME funds your responsibility includes:

1. Grant recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3.
2. Implement procedures to notify Section 3 workers and businesses about training, employment, and contracting opportunities generated by your CDBG or HOME award. You will need to provide

Section 3 Requirements

a form letter (Block Grant will provide a template) to the general contractor, which they will send to the following:

- Work Source Center
- Skookum Enterprises
- Youthbuild

This form letter will alert organizations that work with Section 3 residents of the upcoming project and potential employment opportunities. These organizations will be asked to make referrals to the general contractor, and the general contractor shall document its outreach efforts and report Section 3 workers hired (including those hired by subcontractors) on the Section 3 report submitted to the Block Grant Office.

HUD also maintains a Section 3 Opportunity Portal where you can post job/contract opportunities or search for eligible workers to fill positions. The site can be found here [Section 3 Opportunity Portal - Home \(hud.gov\)](https://www.hud.gov/section3)

3. Incorporate the Section 3 Clause into all covered solicitations and contracts. All bid packets for contracts must contain the Section 3 clause.
4. Work with contractors and subcontractors to ensure compliance. Information must be provided at the beginning of the project. Provide the Section 3 report forms, and Section 3 Clause for contracts, to the general contractor selected for the project. Forms will be provided by the Kitsap County Block Grant Office.

KITSAP COUNTY BLOCK GRANT PROGRAM

Section 3 - Labor Hours Report Form

For projects receiving more than \$200,000 of CDBG or HOME funds for housing rehabilitation, construction or other public construction, Section 3 reporting is required. HUD requires grantees to report the total labor hours for 3 categories of workers: all workers, Section 3 workers, and Targeted Section 3 workers.

This final report will include the hours for all workers on the project. A cumulative total of the contractor and all subcontractors.

CONTRACTOR/PROJECT INFORMATION SECTION	
Contractor Name:	
Project:	
Submission Date:	

LABOR HOURS SECTION	
<p>LABOR HOURS ALL WORKERS</p> <p>Provide the number of labor hours for ALL workers on the project.</p>	

1	Labor Hours	Total Labor Hours for the Project	
	Number of labor hours worked by ALL workers		

SECTION 3 WORKERS	
<p>Provide the number of labor hours for certified SECTION 3 workers on the project.</p> <p>Section 3 Worker: a Section 3 worker is a worker who currently fits or when hired within the past 5 years fits at least one of the following categories:</p> <ul style="list-style-type: none"> Is a low or very low-income worker that fell below HUD income limits for the previous or annualized calendar year. <p style="margin-left: 20px;">*The US Dept of HUD 2021 HOME Income Limit for a low-income individual is \$52,750</p> <ul style="list-style-type: none"> Is employed by a Section 3 business concern. Is a YouthBuild participant. <p>See Section 3 Certification Requirements below.</p>	

2	Labor Hours	Total Hours for the Project	% for the Project
	Number of labor hours worked by SECTION 3 workers		[Calculation: Total Hours Section 3 Workers / Total Hours All Workers]

TARGETED SECTION 3 WORKERS

Provide the number of labor hours for TARGETED SECTION 3 workers on the project.

Targeted Section 3 Worker: a worker who meets the definition of a Section 3 worker, plus one of the following:

- A worker employed by a Section 3 business concern, or
- A worker who currently fits or when hired fit at least one of the following categories as documented within the past five years:
 - Living within the service area or the neighborhood of the project defined as an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.
 - A YouthBuild participant.

See Section 3 Certification Requirements below.

3	Labor Hours	Total Hours for the Project	% for the Project
	Number of labor hours worked by TARGETED SECTION 3 workers		[Calculation: Total Hours Section 3 Workers / Total Hours All Workers]

QUALIFICATION/CERTIFICATION REQUIREMENTS SECTION

SECTION 3 CERTIFICATION REQUIREMENTS

A worker may qualify as a Section 3 worker through one of the following certifications:

1. A worker's self-certification that their income is below HUD's income limit from the prior calendar year.
2. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing.
3. Certification from a public housing authority, or an owner or property manager of project-based Section 8-assisted housing, or an administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs.
4. An employer's certification that a worker's income from that employer is below HUD's income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.
5. An employer's certification that the worker is employed by a Section 3 business concern.

QUALIFICATION AS SECTION 3 BUSINESS CONCERN

Section 3 Business Concern: a business that meets at least one of the following criteria, documented within the last six-month period:

- At least 51% owned and controlled by low or very low-income persons.
- More than 75% of the labor hours performed for the business over the past 3-month period are performed by Section 3 workers, or
- At least 51% owned and controlled by current residents of public housing or Section 8-assisted housing.

EMPLOYER CERTIFICATION:

I certify that the worker(s), listed above under Section 3 Worker hours, has income from employment by my company that is below HUD’s income limit for a low income person when based on the calculation of what the worker’s wage rate would translate to if annualized on a full-time basis.

*The US Dept of HUD 2021 HOME Income Limit for a low-income individual is \$52,750

Signature:		Date Signed:	
Name:		Title:	
Telephone Number:		Email Address:	

APPENDIX D

Community Development Block Grant Agreement (Exhibit C)

**AGENCY SERVICE AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT**

AN AGREEMENT, by and between Kitsap County hereinafter referred to as “County” and, **City of Port Orchard** hereinafter referred to as “Agency” by which the Agency agrees to carry out specific activities under Kitsap County’s Community Development Block Grant Program and establishing certain other terms and conditions of operation.

IN ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, the parties acknowledge that the following attachments, which are attached to this Agreement, are expressly incorporated by this reference.

ATTACHMENTS

- Attachment A – Budget Summary
- Attachment B – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Attachment C – Certification Regarding Lobbying

IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I. PROJECT

SECTION 1. SCOPE OF SERVICES

The County, as recipient of a Community Development Block Grant (CDBG) from the United States Department of Housing and Urban Development (HUD), hereby designates the Agency to undertake, and the Agency hereby agrees to undertake the activities specifically described in the application and summarized below:

A. General Statement

CDBG funds will be used to provide sidewalk improvements to improve accessibility and ADA compliance along Lippert Drive, between Sidney Ave. and Pottery Ave. in the City of Port Orchard. Grant funds will be used to pay for hard construction costs.

B. Agency Shall:

1. Provide construction start date, schedule and changes to CDBG.
2. Obtain appropriate construction permits as required and inspections.
3. Follow all requirements for compliance with Davis Bacon and related Acts, ensuring contract with contractor contains all necessary documents and federal wage provisions.
4. Follow HUD and Block Grant office procurement requirements.
5. Notify Block Grant staff immediately of any modifications to proposed project scope or schedule changes.

6. Arrange pre-construction meeting with general contractor, the City and Block Grant staff.
7. Oversee construction, act as liaison between general contractor and Block Grant staff for Davis-Bacon and other federal requirements.
8. Maintain required records and track relevant data to demonstrate project success
9. Submit quarterly reports and billing vouchers in a timely manner.
10. Arrange with Block Grant staff for final inspection.
11. Notify Block Grant staff as soon as possible of project completion for closeout.

SECTION 2. PROJECT DESCRIPTION

<i>Project Details</i>	
Project Name:	Lippert Sidewalk Retrofit
Funded Amount:	\$254,350
Action Plan Year:	2021
Type of Project:	Capital
Service Area:	City of Port Orchard
Project Address/Location:	Lippert Drive, between Pottery Ave. and Sidney Ave., Port Orchard, WA 98366
<i>Eligibility</i>	
National Objective:	LMA
Basic Eligible Activity Citation:	24 CFR 570.201(c)
Matrix Code:	03L
Strategic Plan Objective and Strategy:	Provide essential public facilities and infrastructure, located in HUD designated Low-Mod areas.
<i>HUD Performance Measures</i>	
HUD Objective of Activity:	Suitable Living Environment
HUD Outcome:	Availability/Accessibility
<i>Federal Contract Requirements – 2 CFR Part 200</i>	
DUNS Number:	81932790
Federal Award Identifier Number (FAIN)	B-21-UC-53-0005
Research or Development Contract:	No
Indirect Cost (IDC) Rate for Federal Award:	
<input type="checkbox"/> Approved Rate	
<input type="checkbox"/> De Minimis for IDC Rate	
<input checked="" type="checkbox"/> Not Applicable	

SECTION 3. SCHEDULE FOR COMPLETION (specific milestones)

Specific Tasks	Start Date	End Date
CDBG Grant Contract Term Begins	1/1/22	
NEPA Environmental Review Completed		12/13/21
Permits		3/15/22

Final Plans, Specifications, and Estimate		3/15/22
Bidding	3/25/22	4/26/22
Construction	5/9/22	8/31/22
Close out/Final Inspection	9/5/22	10/31/22
Submit final invoice requesting reimbursement and contract closeout	11/21/22	1/30/23

SECTION 4. CONDITIONAL COMMITMENT

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental reviews and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development, if required as determined by the County, and a notice to proceed from the County. The parties further agree that the provision of any funds to the project is conditioned on the County's discretionary decision to proceed with, modify or cancel the project, based on the results of environmental reviews.

The Agency shall not undertake or commit any funds to physical or choice limiting actions, including acquisition, demolition, movement, rehabilitation, conversions, repair or construction prior to the environmental clearance. Violation of this Section may result in the denial of any funds under this Agreement.

SECTION 5. TERM OF AGREEMENT

The term of this Agreement is **January 1, 2022** through **June 30, 2023** but may be extended pursuant to an amendment to this Agreement as authorized in Article IV, Section 9 (Amendments to Agreement). Should additional time for auditing this project be required, in accordance with law, this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. In any event, the term of this Agreement shall cover the period that the Agency has control over Community Development Block Grant funds, including program income, or shall cover the Restricted Use period, if applicable.

SECTION 6. PROGRAM REPORTING

The Agency shall submit such reports as required by the County to meet its local obligations and its obligation to the Department of Housing and Urban Development. The County will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to, the following:

- (A) Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article I, Section 1 Scope of Services, of this Agreement according to the schedule for completion in Article 1 Section 3 Schedule for Completion of this Agreement.
- (B) Quarterly reports on demographic, neighborhood residence, and income information regarding persons assisted by the Agency through this Agreement.

- (C) Close out reports including a final performance report, inventory of all property acquired or improved with CDBG funds, and final financial report, upon termination or completion of the award.

ARTICLE II. FINANCIAL CONDITIONS

SECTION 1. BUDGET AND COMPENSATION

The County shall reimburse the Agency its allowable costs for the services identified in this Agreement not to exceed **Two hundred fifty-four thousand three hundred fifty dollars (\$254,350)**, upon presentation of a properly executed invoice in a form approved by the County.

Such reimbursement shall constitute full and complete payment by the County under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Agency's application and approved by the County, unless any or all such costs are disallowed by the State of Washington or the United States.

Any reimbursements made under this Agreement must comply with the applicable requirements of 2 CFR Part 200, Subpart D. The Agency may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

Budget Summary:

See Attachment 'A' for Budget Summary

Time of Payment: Payment shall be made upon receipt of reimbursement request voucher mailed to:

Block Grant Office, Kitsap County Department of Human Services, 345 6th Street Suite 400, Bremerton, WA 98337-1869.

Where Payments Are Made: Payments shall be made to:

City of Port Orchard, 216 Prospect Street, Port Orchard, WA 98366.

The Agency shall apply the funds received from the County under this Agreement in accordance with the Budget Summary outlined in Attachment A. Any line-item expense, by itself or in combination with other line item expense change, equal to or greater than 10% of the total budget amount over the life of this Agreement shall require a formal amendment to this Agreement. Any request for a line-item expense, by itself or in combination with other line item expense change, equal to or less than 10% of the total budget amount shall be submitted in writing and shall specifically state the reasons for the requested increase and a justification for the corresponding decrease in other line-item(s). All budget revision and/or amendment requests will be reviewed and approved or denied by the County.

SECTION 2. DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

The Agency shall meet the financial management standards in 2 CFR 200 Subpart D. All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the County and United States shall have the right to audit the records of the Agency as they relate to the work. The Agency shall also:

- (A) Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.
- (B) Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which money was expended, as reflected in the Agency's accounting records. The line item notations must be substantiated by a receipt, invoice marked "Paid," or payroll record.
- (C) Maintain payroll and financial records for a period of six (6) years after receipt of final payment under this Agreement provided that this program has been monitored by HUD and the annual State audit (which included the CDBG Program), has been completed. If HUD has not completed the annual State audit, the records must be retained until such audit has been completed.
- (D) Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the County, the State Auditor, and/or the United States at any time during normal business hours and as often as necessary.
- (E) Inform the County concerning any funds allocated to the Agency, that the Agency anticipates will not be expended during this Agreement period, and permit reassignment of the same by the County to other agencies.
- (F) Repay to the County any funds in its possession at the time of termination of this Agreement that may be due to the County or the United States.
- (G) Maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a quarterly basis on forms provided by the County.
- (H) Unless stated otherwise herein, all records and reports required under this Agreement shall be maintained for a minimum of six (6) years, or the Restricted Use period, whichever is longer.

SECTION 3. REIMBURSEMENT

The County shall reimburse the Agency only for actual incurred costs upon presentation of a properly executed invoice in a form approved by the County. Only those allowable costs directly related to the Agency's application, approved by the County shall be paid consistent with Article II Section 2, Documentation of Costs and Other Financial Reporting. The Amount of each request must be limited to the amount needed for payment of eligible costs.

Notwithstanding any other provisions in this section, reimbursement for construction contracts shall have ten percent (10%) of the payment retained until close out of funds pursuant to Article IV, Section 12 of this Agreement.

In the event the County or United States determines any funds were expended by the Agency for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the County or United States may order repayment of the same. The Agency shall remit the disallowed amount to the County within thirty (30) days of written notification of the disallowance.

The Agency agrees that funds determined by the County to be surplus upon completion of this Agreement will be subject to cancellation by the County.

The Agency agrees that upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than malfeasance of the County itself.

The County reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

SECTION 4. PROGRAM INCOME

Use of any program income received by the Agency with CDBG funds under this Agreement shall comply with 24 CFR 570.504(c), consistent with the provisions described as follows:

Program Income will be returned to the County Community Development Block Grant (CDBG) Program unless specifically authorized below:

- This project shall not generate any program income.
- This project may generate program income and the Agency is authorized to use program income.
 - Program income will be returned to the County CDBG Program on a monthly basis for deposit in the County's local account.
 - The funds will be considered additional CDBG funds, subject to all conditions applicable to the use of funds described in this Agreement and will be included in an Action Plan and appropriated to the Agency through a contract.

Any program income on hand when this Agreement is terminated, or received after such termination, shall be reimbursed to the County.

ARTICLE III. FEDERAL CONDITIONS

SECTION 1. BENEFIT TO LOW INCOME PEOPLE

The activity, as described in Article I. Section 1 of this Agreement shall meet one of the three CDBG National Objectives as stated in 24 CFR § 570.208. For activities serving individuals or households, not less than 51% of all persons served shall be low- and moderate-income and the individuals or households must qualify under the federal income limits as established by HUD. Benefit to moderate income persons or households cannot be at the exclusion of low-income persons or households. The Agency shall maintain records that clearly document the income range and household size of the individuals or households it serves. Furthermore, the Agency shall maintain records documenting the race/ethnicity of the individual or household being served and if they are a female head of household.

SECTION 2. UNIFORM ADMINISTRATIVE REQUIREMENTS

- (A) All agencies shall comply with the requirements set forth in 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- (B) All agencies are to procure audit services based on 2 CFR Part 200, Subpart F; and
- (1) The Agency shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that all contractors (performing all or part of the services under this Agreement under a separate contract with the Agency) also maintain auditable records.
 - (2) The Agency is responsible for any audit exceptions incurred by its own organization or that of its contractors.
 - (3) Kitsap County reserves the right to recover from the Agency all disallowed costs resulting from the audit.
 - (4) Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Agency must respond to Kitsap County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

SECTION 3. SEPARATION OF CHURCH AND STATE

If the Agency is a faith-based organization, it must comply with 24 CFR § 570.200(j) and 24 CFR § 5.109, which specify requirements for participation by faith-based organizations in HUD programs and activities.

SECTION 4. NON-DISCRIMINATION IN EMPLOYMENT AND PURCHASING

The Agency shall comply with Executive Order 11246, as amended by Executive Order 12086 and Executive Order 13672, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, in all phases of employment during the performance of Federal or federally assisted construction contracts. The Agency shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship. The Agency shall ensure compliance with 24 CFR § 570.601. **Specifically, the Agency shall ensure that provisions as follows are included in all construction contracts awarded in excess of \$10,000 and monitor compliance:**

- (A) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (B) The Contractor will send to each labor union or representative of workers with which it had a collective bargaining agreement or other contract or understanding, a notice to be provided by the Agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (C) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (D) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (E) The Contractor will include the provisions of Section 202 of Executive Order 11246 of September 24, 1965, as amended in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of executive Order 11246 of September 24, 1965, as amended so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 5. LOCAL EMPLOYMENT AND PURCHASING

Funding under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. the Agency agrees to comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued there under. The Agency agrees that they are under no contractual or other disability which would prevent them from complying with these requirements.

Section 3 of the Housing and Urban Development Act of 1968 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the area of the project. Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance and community development assistance that is used for the following projects: 1. Housing rehabilitation (including reduction and abatement of lead based paint hazards, but excluding routine maintenance repair and replacement); 2. Housing construction; and 3. Other public construction.

SECTION 6. CONFLICT OF INTEREST

The Agency must comply with the conflict-of-interest requirements set forth in 24 CFR § 570.611 and 2 CFR § 200.112, including but not limited to the specific requirements contained herein. No member, officer, or employee of the Agency, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any function or responsibilities with respect to the program during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or any sub-agreement hereto or the proceeds thereof. **The Agency shall take appropriate steps to ensure compliance including incorporation of the following provision in every subcontract:**

The contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Kitsap County CDBG Program will obtain a personal or financial interest from the CDBG assisted activity. The contractor further covenants that it presently has no interest in, nor shall it acquire any interest, direct or indirect, either for itself or those with whom it has business, or family, which would conflict in any manner or degree with the performance of his/her services hereunder. The contractor further covenants that in the performance of this Agreement any potential conflict, on the part of the contractor or its employees, will be disclosed to the Agency and the County.

SECTION 7. DISPLACEMENT, RELOCATION, ACQUISITION AND REPLACEMENT OF HOUSING

The Agency shall comply with the requirements relating to displacement, relocation, acquisition and replacement of housing, outlined in 24 CFR § 570.606. The Agency shall take all reasonable steps to minimize displacement of persons (families, individuals, businesses, non-profit organizations and farms) as a result of activities assisted with CDBG funds. Any action by the Agency which may result in the displacement of persons under 24 CFR § 570.606 must receive prior written approval from the County.

SECTION 8. DAVIS BACON AND RELATED ACTS

The Agency shall comply with the requirements of 24 CFR § 570.603, and the Davis-Bacon and Related Acts (DBRA), 40 U.S.C. 3141 *et. seq.*, when the contract for construction, alteration, and/or repair exceeds \$2,000, or involves the rehabilitation of property with 8 units or more, is federally assisted, and involves the employment of laborers and/or mechanics to perform the work. The Agency shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations, 29 CFR Part 3. For any agreement in excess of \$100,000 that involves the employment of mechanics or laborers, the Agency shall also comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708 and 29 CFR Part 5.

SECTION 9. LEAD BASED PAINT

The Agency shall comply with HUD Lead-Based Regulations (24 CFR Part 35, Subparts A, B, J, K and R), which require elimination, as far as practical, of immediate hazards, due to the presence of paint in residential structures which may contain lead to which children under six years of age may be exposed.

SECTION 10. DISCRIMINATION PROHIBITED

- (A) In performing under this Agreement, the Agency may not discriminate on a prohibited basis and must comply with 24 CFR § 570.602 and with 24 CFR Part 6, which sets forth policies and procedures prohibiting discrimination on the basis of race, color, national origin, religion or sex in programs and activities funded with federal financial assistance, 24 CFR Part 8, which sets forth policies and procedures prohibiting discrimination on the basis of disability in programs and activities funded with federal financial assistance, and 24 CFR Part 146, which sets forth policies and procedures prohibiting discrimination on the basis of age in programs and activities funded with federal financial assistance.
- (B) Any authorized Agency subcontract (or other assignment of rights or delegation of duties) must include appropriate and legally binding safeguards against discrimination consistent with the requirements of this section.

SECTION 11. ARCHITECTURAL BARRIERS ACT/AMERICANS WITH DISABILITIES ACT

The Agency shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR § 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under the CDBG program after December 11, 1995 and that meets the definition of "residential structure" as defined in 24 CFR Part 40.2 or the definition of "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 101-19.6, for general type buildings). The Americans with Disabilities Act ("ADA") (42 USC 12131; 47 USC 155, 201, 218 and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is

readily achievable -- that is, easily accomplishable and able to be carried out without much difficulty or expense.

SECTION 12. FLOOD DISASTER PROTECTION.

The Agency agrees to comply with section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79.

SECTION 13. REVERSION OF ASSETS.

In accordance with 24 CFR § 570.503(b)(7), upon the expiration of this Agreement, Agency agrees to transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to CDBG funds. Agency shall also ensure that any real property under Agency's control that was acquired or improved with CDBG funds, including loaned funds, in excess of \$25,000 is either

- (a) used to meet one of the national objectives set forth in 24 CFR § 570.208 until five (5) years after the expiration of this Agreement, or such longer time as determined by the County; or
- (b) if not used in accordance with subsection (a) above, Agency agrees to pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall be treated as program income by the County. However, no such payment is due after the period of time specified in subsection (a) above.

SECTION 14. DEBARMENT AND SUSPENSION.

The Agency agrees to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency in accordance with Executive Orders 12549 and 12689, 2 CFR Part 2424.

SECTION 15. OTHER PROGRAM REQUIREMENTS

(A) The Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR Part 570, regardless of whether the law is specifically stated in this Agreement, except that:

- (1) The Agency does not assume the County's environmental responsibilities described in 24 CFR § 570.604; and
- (2) The Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.

(B) For Agreements in excess of \$150,000, the Agency agrees to comply with the Clean Air Act, 42 U.S.C.7401-7671q, and the Federal Water Pollution Control Act, 22 U.S.C. 1251-1387.

(C) The Agency agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, where applicable.

(D) If this Agreement involves the acquisition or improvement of real property or equipment, the Agency agrees to comply with the provisions of 2 CFR § 200.310 – 200.316.

ARTICLE IV: GENERAL CONDITIONS

SECTION 1. COMPLIANCE WITH LAWS

The Agency, in performance of this Agreement, agrees to comply with all applicable Federal, State and Local Laws and ordinances, and the rules and regulations promulgated by the U.S. Department of Housing and Urban Development, including, but not limited to, Federal Community Development Block Grant Regulations and other policies and guidelines established for the Kitsap County CDBG Program by the Kitsap County Board of Commissioners. The Agency agrees to comply with all provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

In addition, where applicable the following requirements must be met: (1) Compliance with the Copeland “Anti-Kickback” Act for any contract or subcontract in excess of \$2000 for construction or repair (18 U.S.C. 874 and 40 U.S.C. 276c as supplemented by 29 CFR Part 3); (2) Contract Work Hours and Safety Standards Act for any contracts in excess of \$2000 for construction or contracts in excess of \$2500 that involve the employment of mechanics or laborers (40 U.S.C. 327 – 333, as supplemented by 29 CFR Part 5); (3) contracts or agreements for the performance of experimental, developmental, or research work include the rights of the Federal Government and recipient in any resulting invention in accordance with 37 CFR Part 401; (4) for contracts in excess of \$100,000, the Agency must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*); (5) all agencies must comply with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701); and (6) for construction projects, all agencies must comply with, including subcontractors, the Federal Labor Standards Provisions, as issued by the U.S. Department of Housing and Urban Development.

SECTION 2. LICENSING AND PROGRAM STANDARDS

The Agency agrees to comply with and to obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to ensure quality of services.

SECTION 3. INSURANCE

Prior to commencing work, Agency shall procure and maintain at Agency’s own cost and expense for the duration of this Agreement the following insurance placed with insurers with a minimum Best’s rating of A-, VI against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Agency, its agents, representatives, employees or subcontractors.

Minimum Limits of Insurance. Agency shall maintain limits no less than:

- *Commercial General Liability*: One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage, and two million dollars (\$2,000,000) aggregate. Coverage shall be on an “occurrence” basis.
- *Comprehensive Automobile Liability Insurance*: One million dollars (\$1,000,000) combined single limit per accident for bodily injury/property damage. Coverage will include owned, hired, and non-owned vehicles.
- *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation coverage as required by Title 51, Revised Code of Washington.
- *Professional Liability Errors and Omissions*: In the event that services delivered pursuant to this contract either directly or indirectly involve or require professional services the Agency will provide professional liability errors and omissions coverage with a minimum limit of \$1,000,000 per claim and in the aggregate.

Miscellaneous Insurance Provisions

- *Agency’s Insurance is Primary*: The Agency’s liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- *Additional Insured*: The Agency’s commercial general liability and automobile liability insurance (if applicable) will include the County, its officers, officials, employees, and agents as additional insured, without limitation, with respect to performance under the contract.
- ***Evidence of Agency’s Insurance*** shall be presented to Kitsap County Department of Human Services prior to the execution of this Agreement. In the event of non-renewal, cancellation, or material change in coverage, thirty (30) days written notice will be furnished to the County prior to the date of cancellation, non-renewal or change. Written notice of cancellation or change will be mailed to the County at the following address:

Kitsap County Department of Human Services
 Block Grant Program
 345 6th Street, Suite 400
 Bremerton, WA 98337

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

SECTION 4. INDEMNITY

The Agency agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence of the Agency, its officers, employees, volunteers, subcontractors, agents, successor, or assigns. This indemnification will also apply to any claims arising out of the Agency's non-compliance with federal regulations, as required under this Agreement. This provision shall be inapplicable to the extent the County is judicially found solely negligent for such damage or injury.

Solely for the purposes of this provision, Agency waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

SECTION 5. NOTICES

Any notices required or permitted to be given shall be in writing and delivered to the following parties at the following addresses:

County:

Kitsap County Dept. of Human Services
Block Grant Program
345 6th Street, Suite 400
Bremerton, WA 98337-1869

Agency:

City of Port Orchard
Dept. of Public Works
216 Prospect St.
Port Orchard, WA 98366

SECTION 6. ASSIGNMENT AND SUBCONTRACTING

The Agency shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the County. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement.

SECTION 7. RESERVATION OF RIGHTS

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

SECTION 8. AMENDMENTS TO AGREEMENT

The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

SECTION 9. DISPUTE RESOLUTION

The parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between representatives with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen days from the date on which either party has served written notice on the other of the dispute, then the remaining provisions of this Agreement, including remedies for non-compliance and termination shall apply.

SECTION 10. FAILURE TO PERFORM

In the event of a failure by the Agency to comply with any terms or conditions of this Agreement or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of this Agreement, or prohibit the Agency from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate, as provided in Article IV Section 11 of this Agreement. The County may consider performance under this Agreement when considering future awards.

SECTION 11. SUSPENSION AND TERMINATION

If the Agency fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are available in accordance with Article IV Section 10, and/or terminate this Agreement under the following terms:

- (A) Termination for Cause – If the Agency fails to comply with the terms and conditions of this Agreement, and any of the following conditions exist:
- (1) The lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 - (2) The Agency has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by same; or
 - (3) The Agency has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

then the County may terminate this Agreement in whole or in part, and thereupon shall notify in writing the Agency of the termination, the reasons therefor, and the effective date. The effective date shall not be prior to notification of the termination by the County to the Agency. Costs resulting from obligations incurred by the Agency after termination of this Agreement are not allowable unless specifically authorized in writing by the County.

- (B) Termination for Convenience

This Agreement may be terminated for convenience, in whole or in part, as follows:

- (1) By the County with the consent of the Agency. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (2) By the Agency upon submitting written notification to the County. The written notification must set forth the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, the County may terminate the award in its entirety if the County determines that the remaining portion will not accomplish the purpose for which the award was made.

(C) Termination for Withdrawal, Reduction or Limitation of Funding

In the event that funding from the Federal government is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding so reduced or limited is so great that Kitsap County deems that the continuation of the program covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions of this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Agency or its representative.

SECTION 12. CLOSE-OUT

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions shall apply:

- (A) Upon written request by the Agency, the County shall make or arrange for payment to the Agency of allowable reimbursable costs not covered by previous payments;
- (B) The Agency shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the County or its designee; and
- (C) Closeout of funds will not occur unless all requirements of 2 CFR Part 200 Subpart D and all outstanding issues with the general contractor and or subcontractor have been resolved to the satisfaction of the County.

SECTION 13. VENUE AND CHOICE OF LAW

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted only in the Superior Court of the State of Washington, County of Kitsap. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

SECTION 14. SEVERABILITY CLAUSE

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 15. INTEGRATED DOCUMENT

This Agreement with any attachments constitutes the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

Dated this ____ day of _____, 2022.

Dated this ____ day of _____, 2022.

AGENCY:
City of Port Orchard

KITSAP COUNTY

Mayor Robert Putaansuu

KAREN GOON, County Administrator

INDEX TO CDBG AGREEMENT

Article I. Project

1. Scope of Services
2. Project Description
3. Schedule of Completion
4. Conditional Commitment
5. Term of Agreement
6. Program Reporting

Article II. Financial Conditions

1. Budget and Compensation
2. Documentation of Costs and Other Financial Reporting
3. Reimbursement
4. Program Income

Article III. Federal Conditions

1. Benefit to Low Income People
2. Uniform Administrative Requirements
3. Separation of Church and State
4. Non-Discrimination in Employment and Purchasing
5. Local Employment and Purchasing
6. Conflict of Interest
7. Displacement, Relocation, Acquisition and Replacement of Housing
8. Davis Bacon and Related Act
9. Lead Based Paint
10. Discrimination Prohibited
11. Architectural Barriers Act/Americans with Disabilities Act
12. Flood Disaster Protection
13. Reversion of Assets
14. Debarment and Suspension
15. Other Program Requirements

Article IV. General Conditions

1. Compliance with Laws
2. Licensing and Program Standards
3. Insurance
4. Indemnity
5. Notices
6. Assignment and Subcontracting
7. Reservation of Rights
8. Amendments to Agreement
9. Dispute Resolution
10. Failure to Perform
11. Suspension and Termination

12. Close-Out
13. Venue and Choice of Law
14. Severability Clause
15. Integrated Document

Attachment A – Budget Summary – City of Port Orchard, Lippert Sidewalk Retrofit

PROJECT COSTS	Total All Funds	County CDBG Funds	Other Funds
PERSONNEL, including managers, staff, salaries, benefits and taxes.			
AMOUNT	\$ 3,228	\$	\$ 3,228
SUPPLIES/EQUIPMENT, including office supplies, office equipment if approved.			
AMOUNT	\$	\$	\$
ADMINISTRATION including occupancy (building & grounds), advertising, audit, insurance/bonds, postage, rent/utilities, communication, training, travel, transportation			
AMOUNT	\$	\$	\$
ACQUISITION COSTS			
AMOUNT	\$	\$	\$
DEVELOPMENT SOFT COSTS including appraisal, design and A&E, processing/settlement and financing, marketing, operating reserve, professional fees and contract services			
AMOUNT	\$ 38,500	\$	\$ 38,500
DEVELOPMENT HARD COSTS, including clearance/demolition, construction, rehabilitation and improvements.			
AMOUNT	\$ 778,272	\$ 254,350	\$ 523,922
OTHER COSTS, as approved including:			
AMOUNT	\$	\$	\$
TOTAL PROJECT COSTS	\$ 820,000	\$ 254,350	\$ 565,650

**ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Primary Covered Transactions 24 CFR PART 24

1. The Agency certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Agency is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

AGENCY: City of Port Orchard

Mayor Robert Putaansuu

Date

**ATTACHMENT C
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and beliefs, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

AGENCY: City of Port Orchard

Mayor Robert Putaansuu

Date

APPENDIX E

CDBG Guidebook-Bid & Contract Provisions

Bid & Contract Provisions

CDBG/HOME Guidebook



Appendix 1a

CDBG Subrecipients

Bid and Contracting Requirements

Appendix 1a

For projects subject to 2 CFR Part 200

A. RFQ/RFP/Bid Language

In addition to the language normally included, the following language should also be included:

- 1) *This project is financed in part through the Kitsap County Community Development Block Grant program with funds obtained from the U.S. Department of Housing and Urban Development. No contract shall be made to parties listed as debarred or suspended in the federal System for Award Management (SAM).*
- 2) *Equal Opportunity/Affirmative Action: Owner is an equal opportunity and affirmative action employer. Small and Minority-owned businesses, women-owned businesses, and labor surplus area firms are encouraged to submit bids.*
- 3) *Section 3 Preference: The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 U (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance shall to the greatest extent feasible, be directed to low-and very low-income persons. Section 3 businesses are encouraged to submit bid proposals.*
- 4) *Davis Bacon Works Requirements (if applicable): This project is required to meet Federal Labor Standards Provisions Davis Bacon wage laws as explained in HUD form 4010. All work performed on the project will be subject to the approved wage determination rates in bid documents.*

B. MBE/WBE Outreach

To encourage small minority and women’s business enterprise participation, contractors are encouraged to take actions that would increase opportunities for small and minority businesses and women’s business in subcontracting. Affirmative steps include, but are not limited to:

- Placing qualified small and minority and women’s business enterprises on solicitation lists;
- Assuring that these firms are solicited whenever they are a potential source;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- Establishing delivery schedules, where the requirement permits, which encourage participation by these firms;

- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Dept. of Commerce.

C. Competitive Proposals

Agencies are encouraged to submit RFQ/RFP or bid documents to locations which will best reach potential bidders. The following plan centers may be helpful:

Seattle Daily Journal of Commerce <http://www.djc.com/cust/IntroPages/JobsIntro.php>
Contractor Plan Center, Inc. <http://www.contractorplancenter.com/>

D. Bid Package

For projects that go out for competitive bid, the bid package should contain the following:

1. Instructions to Bidders;
2. Prime Contractors, if subcontractors are to be let, are required to take affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
3. Agreement, including time limit and liquidated damages;
4. Federal Labor Standards Provisions, (HUD form 4010, a copy will be provided);
5. Appropriate Davis-Bacon Wage Decision (copy will be provided);
6. Specifications and drawings. Brand names can only be used if “or approved equal” is included in their reference.
7. All new construction or rehabilitation construction contracts must include specifications and drawings to make the structure handicap accessible.
8. Bonding Requirements
9. Section 3 language, if applicable.

E. Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding \$150,000, subrecipients are required to have adequate bonding policy and requirements. The minimum requirements are as follows:

- A **bid guarantee** from each bidder equivalent to **5% of the bid price**. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- A **performance bond** on the part of the contractor for **100% of the contract price**. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- A **payment bond on the part of the contractor for 100% of the contract price**. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

F. Contract Provisions and Language (2 CFR Part 200, Appendix II)

The following language should be included in all contracts as applicable:

Breach of Contract – All contracts for more than the \$150,000 (the simplified acquisition threshold) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

Termination for Cause – All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be affected and the basis for settlement.

Equal Employment Opportunity – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity”. **The following equal opportunity clause must be included in all contracts and subcontracts:**

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following:*
 - a. *employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.*
- (2) *The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*
- (3) *The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.*
- (4) *The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided advising the said labor union worker’s representatives of the contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for*

employment.

(5) *The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

(6) *The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

(7) *In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

(8) *The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."*

Davis Bacon – Federal Labor Standards Provisions (if applicable)

Contracts subject to Davis Bacon requirements must include the following language:

This project is required to meet Federal Labor Standards Provisions Davis Bacon wage laws as explained in HUD form 4010. All work performed on the project will be subject to the approved federal wage determination rates in bid documents.

Note: HUD form 4010 must be attached to the contract.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended – Contracts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act.

Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the government wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded. **All contracts and subcontracts must include as an attachment the Certification Regarding Debarment and Suspension form.** It must be signed,

dated and submitted to the Kitsap County Block Grant Program office. The following language must be included in the contract:

The contractor agrees to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency in accordance with Executive Orders 12549 and 12689, 24 C.F.R. Pt. 24.

Prohibition on the Use of Funds for Lobbying Activities - The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, prohibits recipients of federal contracts, awards, cooperative agreements, and loans from using appropriated funds to influence the Executive or Legislative Branches of the federal government in connection with a specific contract, award, cooperative agreement, loan, or any other award covered by §1352. 18 U.S.C. **The Certification of Payments to Influence Federal Transactions form must be included as an attachment in all contracts and subcontracts.** It must be signed, dated and submitted to the Kitsap County Block Grant Program office. The following language must be included in the contract:

The contractor agrees to certify that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, or the entering into of any cooperative agreement.

Section 3 Hiring: If a grant recipient receives more than \$200,000 of CDBG or HOME funds for construction, demolition or rehabilitation then **the contract must contain the Section 3 clause below.**

- A. *The work to be performed under this contract is subject to the requirements of section 3 of this Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 U (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, and be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
- B. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.*
- C. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers; representative of the contractor's commitments under this section 3 clause. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
- D. *The contractor agrees to include this section 3 clause in every subcontract subject to compliance*

with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. *Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*