

City Council Regular Meeting Agenda Monday, August 03, 2020, 7:00 PM REMOTE MEETING PARTICIPATION

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting to enable the City to make reasonable accommodations to ensure accessibility (28 CFR 35.102-35.104 ADA Title 1.).

Participate in this virtual Council Meeting with the online ZOOM application and/or by phone.

OPTION 1 -- Join the virtual meeting from any device:

- 1. First-time ZOOM users, go to https://zoom.us
 - To download the free ZOOM Cloud Meetings app for your device
 - Or, click the Join Meeting link in the top right corner and paste 96511071853
- 2. From any device click the meeting link https://zoom.us/j/96511071853
- 3. Enter your email and name, and then join webinar.
- 4. Wait for host to start the meeting.

OPTION 2 -- Join the virtual meeting from your phone (audio only):

- 1. Dial 877-853-5257
- 2. When prompted, enter meeting ID 965 1107 1853 #, and then ###

During Public Comment periods:

- 1. Attendees may click the *raise hand icon* in the app and you will be called upon to comment for up to 3 minutes.
 - If listening by phone, hit *9 to "raise your hand" and you will be called upon to comment for up to 3 minutes.
- 2. Residents can send public comments to publiccomments@cityofcamas.us (400 word limit). These will be entered into the meeting record. Emails received by one hour before the start of the meeting will be emailed to the Council prior to the meeting start time. During the meeting, the clerk will read aloud the submitter's name, the subject, and the date/time it was received. Emails will be accepted until 1 hour received after the meeting and will be emailed to the Council no later than the end of the next business day.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

CONSENT AGENDA

NOTE: Consent Agenda items may be removed for general discussion or action.

- 1. July 20, 2020 Camas City Council Special Meeting Minutes
- 2. Automated Clearing House and Claim Checks Approved by Finance Committee
- 3. <u>2020 Citywide Pavement Preservation Slurry Seals (Submitted by Denis Ryan, Operations Supervisor)</u>

NON-AGENDA ITEMS

- 5. Staff
- 6. Council

MAYOR

- 7. Mayor Announcements
- 8. Council Confirmation of Mayor's Appointment to the Position of City Administrator

MEETING ITEMS

- 9. <u>City of Camas Proclamation of Civil Emergency COVID-19</u>
 Presenter: Jennifer Gorsuch, Administrative Services Director
- 10. <u>NE 3rd Avenue Bridge Seismic Retrofit Reconsideration of Bids</u>
 Presenter: James Carothers, Engineering Manager

PUBLIC COMMENTS

ADJOURNMENT



City Council Workshop Minutes - DRAFT Monday, July 20, 2020, 4:30 PM REMOTE MEETING PARTICIPATION

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor McDonnell called the meeting to order at 4:30 p.m.

ROLL CALL

Present: Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Melissa Smith, Steve Hogan and Shannon Roberts

Staff: Jerry Acheson, Bernie Bacon, Phil Bourquin, Sherry Coulter, Catrina Galicz, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Heather Rowley, Connie Urquhart, Nick Swinhart and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

Susan Oatney, 5211 NW Valley Court, Camas, commented about Lacamas Lake water quality.

Scott Hogg, 3533 NW Norwood Street, Camas, commented about public comment.

Scott McElhaney, 4227 NW Sage Loop, Camas, commented about Lacamas Lake water quality and the City Administrator hiring.

Kevin Bergstrom, 1210 NE 277th AVE, Camas, commented about the Emergency Services Consulting International (ESCI) study.

Marie Callerame, 5724 NW El Rey Drive, Camas, commented about Lacamas Lake water quality.

WORKSHOP TOPICS

 Coronavirus Relief Fund Options Presentation Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the Coronavirus Relief Fund options. Discussion ensued. A resolution for this item was also placed on the July 20, 2020 Regular agenda for Council's consideration.

2. City of Camas 2020 Second Quarter Financial Performance Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the City's 2nd Quarter Financial Performance. Discussion ensued.

Lacamas Lake Water Quality Update
 Presenter: Steve Wall, Public Works Director

Hogan provided background history and goals about the water quality of Lacamas Lake to Council. Discussion ensued. This item will be on a future Council meeting agenda.

4. Public Works Miscellaneous and Updates

This is a placeholder for miscellaneous or emergent items.

Presenter: Steve Wall, Public Works Director

Wall updated Council about the following projects: 38th Avenue Phase 3, Lake and Everett Roads Intersection, Brady Road, and Pavement Preservation.

5. City Administrator Miscellaneous and Updates

This is a placeholder for miscellaneous or emergent items.

Presenter: Jennifer Gorsuch, Administrative Services Director

There were no miscellaneous updates.

COUNCIL COMMENTS AND REPORTS

Roberts met with the City of Camas Firefighter union representatives, met with the Clark County Veterans Advisory Board, and commented about Lacamas Shores, face masks, and fire works.

Carter attended the Library Board of Trustees meeting, commented about a citizen-led equity commission, and about the Finance Committee meetings.

Anderson commented about fire works, the equity commission, the Fire Master Plan, and attended C-TRAN meetings.

Hogan commented about the City's finances, robotic process automation, writings/tagging on City property and the City's Municipal Code, and the ESCI study.

Burton commented about the ESCI study, attended the Council for the Homeless webinar, the Columbia River Economic Development Commission (CREDC) business opportunities, commented about the equity commission and about the round-lake pedestrian bridge.

Mayor commended Council Member Burton for Certificate of Municipal Leadership achievement, commented about the City Administrator hiring, a county-wide supported letter to the Department of Health, the 2021-2022 City Budget, and future City Council Workshop subjects.

PUBLIC COMMENTS

John Ley, 444 NW Fremont Street, Camas, commented about Lacamas Lake water quality.

Jerlyn Holland, 2535 NW Ogden, Camas, commented about the equity commission, policy change about community art messages, and the Camas Public Library's equity and inclusion statement.

Randy Curtis, 947 NW 23rd Avenue, Camas, commented about Lacamas Lake water quality and the Parks and Recreation Commission.

ADJOURNMENT

The meeting adjourned at 6:37 p.m.



City Council Regular Meeting Minutes - DRAFT Monday, July 20, 2020, 7:00 PM REMOTE MEETING PARTICIPATION

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor McDonnell called the meeting to order at 7:00 p.m.

ROLL CALL

Staff: Jerry Acheson, Sam Adams, Bernie Bacon, James Carothers, Sherry Coulter, Catrina Galicz, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Heather Rowley, Nick Swinhart, Connie Urquhart, and Steve Wall

Press: No one from the press was present.

Mayor McDonnell announced that the Executive Session will not occur.

PUBLIC COMMENTS

Scott McElhaney, 4227 NW Sage Loop, Camas, commented about the Council Workshop meeting, Lacamas Lake water quality, robotics process automation, the equity commission, and the City Administrator hiring.

Bryce Sinner, 14512 NW 51st Court, Vancouver, commented about agenda item 13. NE 3rd Avenue Bridge Seismic Retrofit Consideration of Bids.

Additional public comments received via publiccomments@cityofcamas.us are attached to these minutes.

CONSENT AGENDA

NOTE: Consent Agenda items may be removed for general discussion or action.

- 1. \$1,011,759.82 Automated Clearing House and Claim Checks Numbered 144636, 144643 to 144768; \$2,157,745.12 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7847 to 7850 and Payroll Accounts Payable Checks Numbered 144637 through 144642; \$10,288,313.22 June Electronic Payments; \$3,500,419.65 Automated Clearing House and Claim Checks Numbered 144769 to 144925
- 2. June 15, 2020 Camas City Council Special Meeting Minutes
- 3. Interlocal Agreement with Clark County for Monitoring of Fallen Leaf Lake (Submitted by Jerry Acheson)

4. \$380,489.90 for June 2020 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts of \$99,869.76 and GEMT accounts of \$280,620.14 (Submitted by Cathy Huber Nickerson)

It was moved by Council Member Carter, and seconded, to approve the Consent Agenda. The motion carried unanimously.

NON-AGENDA ITEMS

5. Staff

There were no items from staff.

6. Council

Chaney commented about the Fire Master Plan and will attend the City-Schools meeting

Hogan commented about the Camas Schools and Lake Study group.

Roberts commented about writings/tagging on public property and the City Municipal Code.

MAYOR

7. Mayor Announcements

Mayor introduced Jamal Fox as the next City Administrator for the City of Camas. Mr. Fox commented about looking forward to being confirmed on August 3, 2020.

MEETING ITEMS

8. City of Camas Proclamation of Civil Emergency COVID-19
Presenter: Jennifer Gorsuch, Administrative Services Director

It was moved by Council Member Roberts, and seconded, that the Mayor's Proclamation of Civil Emergency dated March 18, 2020, the Supplement dated April 15, 2020, and the Amendment dated June 16, 2020, be reaffirmed. The motion carried unanimously.

9. Resolution No. 20-008 Interlocal Agreement for Coronavirus Relief Funds Presenter: Cathy Huber Nickerson, Finance Director

It was moved by Carter, and seconded, that Resolution No. 20-008 be read by title only. The motion passed unanimously.

It was moved by Roberts, and seconded, that Resolution No. 20-008 be adopted. The motion passed unanimously.

10. Ordinance No. 20-004 Amending Terms and Conditions of the City's Limited GO Bond Anticipation Note 2014

Presenter: Cathy Huber Nickerson, Finance Director

It was moved by Roberts, and seconded, that Ordinance No. 20-004 be read by title only. The motion passed unanimously.

It was moved by Roberts, and seconded, that Ordinance No. 20-004 be adopted and published according to law. The motion carried by the following Vote:

Council Member Carter - Yea

Council Member Chaney - Yea

Council Member Smith - Yea

Council Member Anderson - Yea

Council Member Burton - Yea

Council Member Roberts - Yea

Council Member Hogan - Yea

Recycling and Yard Debris Contract
 Presenter: Sam Adams, Utilities Manager

It was moved by Roberts, and seconded, to approve the contract for recycling and Yard Debris. The motion carried unanimously.

12. Resolution No. 20-007 Authorizing Grant Application Presenter: Jerry Acheson, Parks and Recreation Manager

It was moved by Carter, and seconded, that Resolution No. 20-007 be read by title only. The motion passed unanimously.

It was moved by Carter, and seconded, that Resolution No. 20-007 be adopted. The motion carried unanimously.

13. NE 3rd Avenue Bridge Seismic Retrofit Consideration of Bids Presenter: James Carothers, Engineering Manager

It was moved by Chaney, and seconded, that the bid of Conway Construction Company be rejected as non-responsive due to a major irregularity as outlined in the Staff Report and that the bid be awarded to Stellar J Corporation for the amount of \$2,140,510 and authorize the Mayor or designee to sign the contract and change orders up to ten percent of the original contract amount, contingent on WSDOT Local Programs concurrence. The motion carried unanimously.

PUBLIC COMMENTS

Marie Tabata, 5724 NW El Rey Drive, Camas, commented about the City Administrator hiring and Lacamas Lake water quality.

Scott McElhaney, 4227 NW Sage Loop, Camas, commented about the new trail grant and the NE 3rd Bridge bid award.

Additional public comments received via publiccomments@cityofcamas.us are attached to these minutes.

EXECUTIVE SESSION

14. Executive Session – Topic: Potential Litigation (RCW 42.30.110)

The Executive Session was canceled.

ADJOURNMENT

The meeting adjourned at 7:43 p.m.

Bernie Bacon

From: Susan Oatney <camaskidsrun@yahoo.com>

Sent: Monday, July 20, 2020 6:48 PM

To: Public Comments

Subject: Text of verbal comments by Susan Oatney

Attachments: Lacamas shores Biofilter.docx

City Council,

I apologize for the technical problems during my comment section. I have provided a text of my comments for your review. Thank you for all you are doing for Camas! Stay safe and healthy!

Best regards,

Susan Oatney

Hi, my name is Susan Oatney, and my family and I have lived in Camas since 2008. I have been working for 35 years in the industrial WW treatment industry, solving waste treatment issues for my customers. Many of my customers have direct discharge permits, meaning they do not discharge to a city system, they discharge to a body of water, like a lake, stream, river, ocean, etc. Their permits are exceedingly strict and as part of the "Waters of the US ACT", they, along with the guidance of Federal EPA, are continually trying to improve and better their own discharge to what is now called "Navigatable Waters".

The number of nights I have spent on customer sites fighting to keep them in compliance are incalculable. The number of sleepless nights my customers have endured are again incalculable. Not violating their discharge permits is not only important—it is the most important thing they do. Production will shut down, personnel will go without sleep, 100,000's of thousands will be spent on consultants and outside support to keep industry in compliance. Why—the stakes are very high. Not only for the environment, but for plant management itself. Continued violation of the Clean Waters Act, which as of June 22 was amended to be the "Navigatable Waters Protection Act" can result in a felony and jail time for management. Based on the information shared by Marie Callerame, we have not only exceeded permit guidance for the Lacamas Shores biofilter, but we have violated the maximum threshold for Phosphate and TSS in December and the City Council was notified verbally in June. This is an incredibly serious situation. As mentioned above, industrial customers knowlingly violating this act can and do go to jail!

Those permit guidelines were set for a reason—the Total Suspended Solids, Phosphate, and Conductivity levels are set by determining the safe amount that particular stream can contribute to the lake without harming biology. Health advisers currently warn about using our lake. —we can't let our dogs swim and play in it, we are advised not to swim in it, fish from it must be cleaned a certain way. I myself, along with others, have gotten sick after accidently ingesting water from the lake. It is the crown jewel of our community; yet day in and day out, the Lacamas Shores biofilter and other contributors are allowed to continue polluting it. I know that many within Lacamas shores have been pleading for nearly a decade to get the biofilter fixed. However there is a very loud, yet minority, contingent in the HOA and the city that continually refers to the biofilter as a Wetland. It is not—it cannot be both and is excluded from the navigatable waters protection act. That undeniable factual exculsion is as a storm water control feature. The biofilter is an award winning engineered storm water system that disparately needs maintenance.

I know these are crazy times, but we can do something about this!



Staff Report – Consent Agenda

2020 Citywide Pavement Preservation Slurry Seals (Submitted by Denis Ryan, Operations Supervisor)

Phone	Email
360.817.7983	dryan@cityofcamas.us

INTRODUCTION: In 2018, the City of Camas awarded Blackline, Inc. the bid to complete slurry seals throughout the city. Operating under the Grounds Equipment Maintenance (GEM) interlocal agreement, this was a joint bid and award with the City of Vancouver. Under the bid framework, both cities had the option of renewing the contract with Blackline, Inc. for a period of up to two years, expiring on July 23, 2021. The joint contract provided both agencies the opportunity for savings with increased bid quantities, regional mobilization, and competitive pricing with multiple contractors bidding.

City staff prepared the 2020 Slurry Seal list and provided to Blackline, Inc. to bid the work based on the 2018 contract documents. Attached is a map showing the roads to be included in the work, the proposed contract, and original bid documents.

BUDGET IMPACT: Extension of the original contract will continue to provide favorable pricing with minor quantity increases for inflation and prevailing wage rates for a total cost of \$165,798.25. There is sufficient funds in the 2020 Pavement Preservation budget to complete the work.

ACTION REQUESTED: Approve the contract with Blackline, Inc. in the amount of \$165,798.25 for the 2020 Slurry Seal project.

CONTRACT

THIS AGREEMENT, made and entered into this 3rd day of August, 2020, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

and, Blackline Inc., hereinafter called the Contractor.

WITNESSETH:

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

I. The Contractor shall do all work and furnish all tools, materials and equipment for the 2020 Citywide Slurry Seal Project T1031 (Contract Extension No. 2 to T1005B 2018 Citywide Slurry Project), for the period commencing July 23,2020 through July 23, 2021, in accordance with and as described in the plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

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

- II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.
- III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- IV. The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

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, 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. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.
- VI. The Contractor is obligated to affirm its enrollment and participation in the E-Verify program as written in these specifications and per Camas Ordinance 2626.
- VII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.
- VIII. The Contractor is obligated to pay wage rates included herein as follows: Washington State Department of Labor and Industries Prevailing Wage Rates for Clark County effective August 3, 2020.
- IX. The Contractor further acknowledges the following provisions and agrees to comply with the conditions as set forth therein:
- X. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.
 - XI. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.
- XII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

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

Executed by the Contracto	r	_, 20
	Contractor	
Executed by the Local Age	ncy	, 20
	Mayor of the City of Camas	
Approved as to Form		
	City of Camas Attorney	

DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE

I hereby elect to have the retained percentage of this contract held in a fund by the City of Camas until thirty (30) days following final acceptance of the work.
Signed
Date

I hereby elect to have the City of Camas invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.020 and 60.28.050. The City will select the repository.
I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Camas shall not be liable in any way for any costs or fees in connection herewith.
Signed
Date

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That

of, as Principal, and
as Surety, are jointly and severally held and bound unto the City of Camas, Washington,
in the penal sum of Dollars (\$), for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.
THE CONDITION of this bond is such that whereas, on the
day of A.D., 20, the said
Principal, herein, executed a certain contract with the City of Camas, Washington,
by the terms, conditions and provisions of which contract the said,
Principal, herein, agree to furnish all material and do certain work, to wit: That
will undertake and
complete the construction of application of Type II Slurry, according to the maps, plans and

complete the construction of application of Type II Slurry, according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by **THIRTY-FIVE (35) working days**, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this	day of	, 20
	PRINCIPAL	
	·	
ATTORNEY-IN-FACT, SURETY		
NAME AND ADDRESS, LOCAL	OFFICE OF AGENT	
	APPROVED:	
	CITY OF CAMAS, WASHINGTON	
	BY: MAYOR, CITY OF CAMAS	
	DATE:	, 20
	SURETY BOND NUMBER	



CONTRACT

ORIGINAL

THIS AGREEMENT, made and entered into this <u>21st</u> day of <u>May</u>, <u>2018</u>, between the City of Camas under and by virtue of Title 35 RCW (cities and towns), as amended

And, Blackline, Inc, hereinafter called the Contractor.

WITNESSETH:

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

I. The Contractor shall do all work and furnish all tools, materials and equipment for **2018 JOINT AGENCY SLURRY SEAL**, City of Camas Project No. T1005B, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

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

- II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.
- III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- IV. The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to <u>RCW 4.24.115</u>, 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, 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 <u>Industrial Insurance</u>, <u>Title 51 RCW</u>, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.
- VI. The Contractor is obligated to pay Prevailing Wages as determined by the Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County effective May 21, 2018.
- VII. The Contractor is obligated to affirm its enrollment and participation in the E-Verify program as written in these specifications and per Camas Ordinance 2626.
- VIII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.
- IX. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.
- X. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, or otherwise ineligible contractors and grantees.
- XI. Cooperative Purchasing. In accordance with RCW 39.34, public agencies may act cooperatively to purchase goods and services if, there is an Intergovernmental/Interlocal Agreement in place between the City of Camas and the other agency, and there is no negotiation of price, product or services between the parties. By responding to this bid, vendors agree that other public agencies may purchase goods and services under this solicitation and that the City of Camas reserves the right to allow other public agencies to purchase like goods and services under this solicitation or contract, provided that all of the provisions of RCW 39.34 are followed as well as any other applicable federal, state or local codes. The City of Camas shall not be held financially or legally liable for any purchases made by another party as a result of this advertisement for bids.
- XII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

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

Executed by the Contractor	May 29 Th , 20 /9.
	Cody Lorenzem
	riesident
	Contractor Blackline, Inc.
Executed by the Local Agency	y May 21, 2018.
ProTent	Mayor of the City of Camas
Approved as to Form	Shift Mu— City of Camas Attorney

City of Vancouver

PROPOSAL AND CONTRACT DOCUMENTS

FOR

BID #18-7: 2018 JOINT AGENCY SLURRY SEAL PROJECT

MARCH, 2018

PROJECT NO. 072818



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CITY OF VANCOUVER, WASHINGTON INVITATION TO BID

BID #18-7: 2018 JOINT AGENCY SLURRY SEAL PROJECT

Notice is hereby given that the City of Vancouver, Washington, will receive sealed bids up to the hour of 11:00 a.m., Pacific Local Time, **APRIL 3, 2018**, and will publicly open and read aloud at that time on the same day in the Vancouver City Hall, 415 W 6th St, Vancouver, Washington, for the following:

This contract provides for the improvement of ***various roads in the City of Vancouver, the City of Camas, the City of Washougal and Clark County by placing slurry seal (per the attached Project List)*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

THE BASIS OF AWARD WILL BE DETERMINED BY THE LOWEST TOTAL OF ALL 4 SCHEDULES WITH EACH AGENCY EXECUTING AND ADMINISTERING THEIR OWN SEPARATE CONTRACTS.

Slurry seal work shall not start prior to July 5, 2018 in Clark County, Camas, and Washougal. Slurry Seal work shall not start prior to July 30, 2018 in Vancouver.

Slurry seal work on Clark County's street list shall be completed by July 20, 2018. Slurry seal work on Vancouver's, Camas's, and Washougal's street list shall be completed by August 24, 2018.

Bidding documents may be examined in Owner's office, Vancouver City Hall, 415 W 6th St, Vancouver Washington. Bidding documents may be obtained from the City of Vancouver Procurement Services website at: https://vancouver.procureware.com/Bids. These are available for viewing, downloading and printing on your own equipment, free of charge.

All project-specific questions, requests for clarification, and requests for substitutions <u>must</u> be submitted in writing, via email, by **5:00 PM on MARCH 23, 2018,** to Mike Wolfson Procurement Specialist, at Mike.Wolfson@cityofvancouver.us. If required, an addendum will be prepared and issued by the City of Vancouver no later than **MARCH 27, 2018**.

It is the sole responsibility of the Bidder to learn of and obtain any and all issued Addenda. Addenda may be obtained from the City of Vancouver Procurement Services website at: https://vancouver.procureware.com/Bids. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to Bidders who fail to check for addenda and as a result, submit a non-responsive Bid submittal.

Bids shall be in accordance with the Plans, Specifications, General Conditions, Special Provisions and all other contract documents prepared for the above referenced project, on file in the office of Procurement Services, phone (360) 487-8430. Bid results may be obtained within 24 hours after the Public Bid Opening by accessing The City of Vancouver Procurement Services website at: https://vancouver.procureware.com/Bids. Bids are to be submitted to Procurement Services on the proposal forms provided for this purpose, in a sealed container. The outside of envelope(s) or

package(s) must clearly state the project name, Bid number, Bidder's name and return address, and the date and time of the Bid opening.

Please select one of the following options for delivery of the Bid proposal:

For hand delivery or delivery via a courier service, please use the following physical address: Vancouver City Hall – Customer Service, Attn: Procurement Services, 415 W 6th St, Vancouver WA 98660.

For delivery by the US Postal Service, please use the following mailing address: City of Vancouver, Attn: Procurement Services, PO Box 1995, Vancouver WA 98668.

It is the Bidder's responsibility to allow enough time for delivery to occur before the designated Bid due date and time. Please be advised that Bid deliveries requiring signature may not be delivered to Procurement Services in a timely manner as our receiving point is not staffed at all times and there may be no one available to sign at the time of delivery. Bids delivered to locations other than as indicated above or received after the designated time will not be accepted. Bids submitted via **FAX** or **EMAIL** will not be accepted.

All Bid proposals must be accompanied by a bid proposal deposit in cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Vancouver.

The City of Vancouver is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities. (Section 4 of Chapter 56, Laws of 1975, 1st Ex. Sess., State of Washington).

Bidders may not alter their bid prices after the hour set for the public Bid Opening, unless the award of contract is delayed for more than forty-five (45) days. The City reserves the right to request an extension of time for firm bid prices during any such delay to allow for the review process.

The City of Vancouver, at its sole discretion, reserves the right to cancel this invitation, reject any or all bids submitted, and to waive any minor formalities if deemed to be in the best interest of the City.

Mike Wolfson, Procurement Specialist

BID DOCUMENTS

BID #18-7: 2018 JOINT AGENCY SLURRY SEAL PROJECT

PROPOSAL SUBMITTED BY:		
CONTRACTOR		
ADDRESS		
CITY, STATE, ZIP		
TELEPHONE		

BID OPENING 11:00 A.M. **APRIL 3, 2016**

Vancouver City Hall 415 W 6th St Vancouver Washington

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PUBLIC WORKS – FORMAL BID GENERAL INSTRUCTIONS TO BIDDERS

Bidders shall submit their proposal subject to the following conditions and specifications.

- 1. Bids will be opened at Procurement Services, 415 W 6th Street, Vancouver, WA 98660 at the time and date specified in the "Invitation to Bid."
 - Bids delivered to locations other than as indicated in this document or received after the designated time will not be accepted.
- 2. Bids are to be submitted to the Owner's designated representative, at the address specified in this document, on the forms provided for this purpose.
- 3. It is the intent of Owner to award a contract to the lowest responsive and responsible bidder. In accordance with RCW 39.04.350, before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required to provide the City documentation demonstrating compliance with the criteria. The bidder must:
 - a) Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
 - b) **Before award of contract,** have a current Washington Unified Business Identifier (UBI) number;
 - c) **Before award of contract,** if applicable:
 - Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - B. Have a Washington Employment Security Department reference number, as required in Title 50 RCW;
 - C. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d) At the time of award of contract, not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 - e) For public works projects subject to the apprenticeship utilization requirements of RCW 39.0.04.320, 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 first date of advertising for the project.
 - f) Supplemental responsible bidder criteria, if applicable.

Pursuant to RCW 39.06.020, the bidder who is awarded the contract must verify responsibility criteria in accordance with RCW 39.04.350 and as listed in a) - e) above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution,

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meets the responsibility listed in a) - f) above and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in the project contract and in each subcontract of every tier.

The bidder's attention is especially called to the following forms, which must be executed in full as required. This checklist has been prepared and furnished to aid Bidder in including all necessary supporting information with their bid. It is not guaranteed to be complete or accurate, and the responsibility for compliance with all bidding requirements remains with the bidder. Items in *bold* <u>must</u> be submitted with your bid.

Bid Bond including Power of Attorney for Surety's Agent to Execute Bond
The bid bond, or acceptable form is to be executed by the bidder and a surety
company licensed to do business in Washington, unless the bid is accompanied by
a cashier's check. No such bid bond will be required where a cashier's check is
submitted in lieu of a bond. The amount of the bond or cashier's check shall be
not less than five percent (5%) of the total amount bid and may be shown in
dollars or on a percentage basis. If a surety company form is submitted, please
attach the form to the Bid Documents submitted. The submitted bid bond is
subject to forfeiture if the successful bidder fails to enter into the contract.

By signing the signature page of the Proposal Form, the Contractor acknowledges and agrees to the terms and conditions of each of the following forms, included in the bid documents.

■ Non-Discrimination Clause Bidders must provide evidence of compliance as required by RCW 35.22.650 on the attached form. Disadvantaged Business Enterprises (DBE) are encouraged to participate.

□ List of Subcontractors.

The City has determined that RCW 39.30.060 applies to this contract and requires each bidder to submit as part of the bid the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW or to name itself for the work. The bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. The requirement of this section to name the bidder's proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the general contractor submitting the bid to the public entity.

therefore, void.
Supplemental Bidder Responsibility Criteria Additional Supplemental Bidder Responsibility criteria will be required of the Apparent Successful Bidder (lowest, responsive, responsible Bidder). Bidder must submit required information to Owner within 72 hours after receipt of the request by the City of Vancouver. Bidders are not required to submit this information with their Bid.
NOTE: If during the Bidding period, a potential Bidder believes that the Supplemental Bidder Responsibility Criteria will exclude them from bidding, Bidder may request the Owner to consider modifying the criteria. Such modification, if accepted by the Owner, will be communicated to all plan holders via the issuance of an addendum to the Bidding documents.
Proposal for Incorporating Recycled Materials Into the Project - In compliance with a new law that went into effect January 1, 2016 (SHB 1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.
Certification of Compliance with Wage Payment Statutes – Bidders are required to submit a statement verifying that within the three-year period immediately preceding the date of the bid solicitation, they 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.
Proposal Bids shall be completed and submitted on the proposal forms provided.
Acknowledgement of Addenda. The bidder must sign, where indicated on the last page of the bid documents, acknowledgement of any addenda prior to the bid opening. Failure to comply with this provision will render the bid non-responsive and therefore void.
It is the sole responsibility of the Supplier to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' website at: https://vancouver.procureware.com/Bids ;

However the sole responsibility for obtaining and learning of Addendum belongs to the Bidder. The City of Vancouver accepts no responsibility or liability and

Failure to comply with this requirement shall render the bid non-responsive and

will provide no accommodation to bidders who fail to check for addendums and submit inadequate or incorrect responses.

4. The bidder's attention is especially called to the items.

Reciprocal Preference for Resident Contractors

In accordance with RCW 39.04.380 effective *March 30, 2012* the State of Washington is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor.

A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

- a. is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.
- b. at the time of bidding on a public works project, does not have a physical office located in Washington.

The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.

All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

Wage Law Affidavit

If awarded the project, the contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An approved "Affidavit of Wages Paid" form must be filed upon completion of the project for release of retainage. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at http://www.lni.wa.gov/TradesLicensing/PrevWage/

For projects of \$35,000 or more, the Contractor may be required to submit weekly/biweekly Certified Payrolls to the City of Vancouver, Procurement Services upon request. Also, there will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Revised Code of Washington Ch. 60.28.

Retainage

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per RCW 39.12 and RCW 60.28, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor.

In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in RCW 60.28 as now existing and in accordance with any amendments that may hereafter be made thereto.

E-Verify Program

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

City Business and Occupation License

Contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

The following forms are to be executed and delivered by the successful bidder to the City within ten (10) days after the award date.

B-6

Contract

Bid Documents

This agreement is to be executed by the successful bidder.

Performance Bond and Payment Bond

These shall be executed by the successful bidder and a surety company, licensed to do business within the State of Washington on the approved City of Vancouver form.

Public Liability and Property Damage Insurance

The City shall be named as an additional named insured on all insurance policies. These policies shall comply with the requirements as stated in the contract and Section 1-07.18 in the Special Provisions.

- 5. The City will not be responsible for any errors in proposals. Bidders will not be allowed to alter proposals after the submittal deadline.
- 6. Qualified proposals will be deemed non-responsive and will not be accepted.
- 7. The City may consider a bid irregular and reject it if any of the Bid Item prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Owner.
- 8. Proposals submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.
- 9. The City reserves the right to adjust the scope of this work to match available funds.
- 10. The City of Vancouver, at its sole discretion, reserves the right to cancel this invitation or reject any and all quotes submitted or to waive any minor formalities if the best interests of the City would be served.
- 11. No bidder may withdraw his/her proposal after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the City, the City reserves the right to request an extension of proposal prices during the review process.
- 12. Bid Award. Once bids have been received and reviewed, staff will prepare a Staff Report to be presented to Council. Once Council has formally awarded this contract, an award letter will be sent as evidence of the acceptance of the bid. No other act of the City shall constitute acceptance of a bid.

BID BOND FORM Complete one of the following:

CASHIERS CHECK

Herewith find deposit in the form of a cashier's, which amount is not less than five perce		
	Signature	
PUD DOLLD		
BID BOND		
KNOW ALL MEN BY THESE PRESENTS:		
That we,	, as Principal, ar	nd
, as Vancouver as Obligee in the penal sum of	surety, are held	and firmly bound unto the City of
	which the Princ	ipal and the Surety bind themselves, their
The condition of this obligation is such that if	the Obligee shal	I make any award to the Principal for:
BID #18-7: 2018 JO	INT AGENCY	SLURRY SEAL
	PROJECT	
according to the terms of the proposal or bid make and enter into a contract with the Obligee award and shall give bond for the faithful performance of the Principal shall, in case of fail amount of the deposit specified in the call for bit shall be and remain in full force and effect an as penalty and liquidated damages, the amount	e in accordance ormance thereof, lure so to do, pa- pids, then this ob- and the Surety sha	with the terms of said proposal or bid and with Surety and Sureties approved by the y and forfeit to the Obligee the penal oligation shall be null and void, otherwise
SIGNED, SEALED AND DATED THIS	day of	, 2018.
	Principal	
	Surety	
	Surety	

NON-DISCRIMINATION CLAUSE

RCW 35.22.650-Public Works or Improvements-Minority Business, Employees-Contract, Contents

All contracts by and between a first class city and contractors for any public work or improvement exceeding the sum of ten thousand dollars, or fifteen thousand dollars for construction of water mains, shall contain the following clause:

"Contractor agrees that they shall actively solicit the employment of minority group members. Contractor further agrees that they shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his/her compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid."

As used in this section, the term "minority business" means a business of at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, African Americans, Women, Native Americans, Asians, Eskimos, Aleuts, and Hispanics.

Bidders shall provide evidence of compliance as required by the non-discrimination clause. Bidder shall list Company names, addresses and the State Certification number for all Minority Business Enterprises from whom bids have been solicited. A list of bidder's minority employees and the employees' classification <u>must</u> be attached.

a.) If minority solicitations were not made	, please explain:
b.) If reporting of minority employees has	not been attached, please explain:
Contractor Name/Address	WA State Certification No.

By signing the signature page of the proposal, the Contractor acknowledges and agrees to the terms and conditions of this form.

LIST OF SUBCONTRACTORS

RCW 39.30.060-Public Works Subcontracting:

The City has determined that RCW 39.30.060 applies to this contract and requires each Bidder, regardless of the amount bid, to submit as part of the bid the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW or to name itself for the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. The requirement of this section to name the Bidder's proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the general contractor submitting the bid to the public entity. Failure of the Bidder to submit as part of the bid the name(s) of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the Bid non-responsive and it will not be considered.

Will this project involve any of the following? If the answer is "yes" to any of the categories the Bidder must specify whether itself or a subcontractor will perform each type of work. If a subcontractor will perform the work, Bidders must list the subcontractor's name

Heating Bidder will perform	☐ Yes ☐ No ☐ All of the Work ☐ None of the Work ☐ A Portion of the Work
Subcontractor will perform Subcontractor Name	All of the Work None of the Work A Portion of the Work
Ventilation and Air Conditioning Bidder will perform	☐ Yes
Subcontractor will perform	☐ All of the Work ☐ None of the Work ☐ A Portion of the Work
Subcontractor Name	
Plumbing (as described in Ch.18.106 RCW) Bidder will perform	Yes
•	All of the Work None of the Work
Bidder will perform Subcontractor will perform	☐ All of the Work ☐ None of the Work ☐ A Portion of the Work ☐ All of the Work ☐ None of the Work
Bidder will perform Subcontractor will perform Subcontractor Name Electrical (as described in Ch.19.28 RCW)	All of the Work None of the Work A Portion of the Work All of the Work None of the Work A Portion of the Work A Portion of the Work A Portion of the Work All of the Work None of the Work

By signing the signature page of the proposal, the Contractor acknowledges and agrees to the terms and conditions of this form.

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

In addition to the mandatory bidder responsibility criteria, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project. As evidence that a bidder meets the supplemental bidder responsibility criteria, the Apparent Successful Bidder must submit, upon request, the required documentation to the City of Vancouver, within 72 hours of notification. The Owner reserves the right to request such documentation from other bidders as well.

If the Owner determines the bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, the Owner shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, they may appeal the determination within 24 hours of receipt of the Owner's determination by presenting additional information to the Owner. The Owner will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the Owner will not execute a contract with any other Bidder until two (2) business days after the bidder determined to be not responsible received the Owner's final written determination as required by RCW 39.04.350 (d).

The time deadline for a bidder to appeal a determination that they are not responsible, as indicated here, may be modified by the Owner, adopting either a standard for all projects or changing it on a project-by-project basis.

A. **Federal Debarment** – The bidder shall not currently be debarred or suspended from bidding on Public Works Projects by the Federal government. The bidder shall not be listed as a current debarred or suspended bidder on the U.S. Governments System for Award Management (SAM) website.

Website: http://www.sam.gov.

- B. Claims against Retainage and Bonds The bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the bidder of making timely and appropriate payments to its subcontractors, supplies, and workers, unless there are extenuating circumstances acceptable to the Owner.
- C. **Experience Modification Rate** The bidder's Experience Modification Rate should be at or below 1.0. EMR rates above 1.0 are cause for Determination of Non-Responsibility unless the circumstances raising the rate have been accepted by the Owner.
- D. **Apprenticeship Utilization** The table below reflects the required minimum apprenticeship utilization labor hours. The City encourages Contractors to exceed these minimum utilization hours. These goals must include the labor hours of the prime and any subcontractor's working the project. Before final payment, the Prime Contractor will be required to file an Apprenticeship Verification Form with the City that will identify actual work performed by apprentices. If the Contractor does not meet the minimum established utilization requirement, they will be assessed a penalty of \$10.00 for each unmet apprenticeship labor hour.

Bid Amount (including any Alternates)	Required Minimum Utilization Labor Hours
Under \$500,000	N/A
\$500,000 - \$1,500,000	3%
\$1,500,000 - \$3,000,000	4%
\$3,000,000 - \$8,000,000	5%
\$8,000,000 - \$12,000,000	6%
\$12,000,000 and greater	8%

For more information on apprenticeship programs, you can visit the Washington State Department of Labor & Industries website at www.LNI.wa.gov/scs/apprenticeship.

If applicable, and as part of the evaluation of Supplemental Bidder Responsibility Criteria, the Bidder shall submit an Apprenticeship Utilization Plan that demonstrates how the company plans to achieve the Apprenticeship Utilization Requirement

The Plan shall:

- Provide an estimated outcome for utilization of apprentices for the prime contractor and all subcontractors.
- Provide an estimated total hours and work times that are reasonable to complete the scope of the project.
- Demonstrate how the contractor (and subcontractors) intends to meet or exceed the requirement, including the labor type and approved program(s) from which the labor is obtained.
- Quantify the cost of the apprenticeship utilization on this particular project.

NOTE: If an individual hired by the contractor as an apprentice subsequently "graduates" from the apprenticeship program, the City will allow the continued counting of apprentice hours if the person was on the job continuously through the period of the required apprenticeship-related work, and was classified as an apprentice when that apprentice was initially assigned to the project.



Proposal for Incorporating Recycled Materials into the Project

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

of Recycled Material, of the Standa	` ' '		e Percent (By Weight)
Proposed total percentage:	il e	percent.	
Note: Use of recycled materials is not constitute a Bidder Preference more lowest responsive Bid totals percentages will be used as a tie-bet Provisions. Regardless, the Bidder Contractor should do its best to accomaterials actually incorporated into 1-06.6 of the Special Provisions.	e, and will not affor are exactly equal breaker, per the lear's stated propo- ecomplish. Bidde	ect the determination of al, in which case propos APWA GSP in Section sed percentages will be ers will be required to re	f award, unless two or sed recycling 1-03.1 of the Special ecome a goal the eport on recycled
Bidder:			
Signature of Authorized Official:		The state of the s	
Date:		W-1-1-	

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (MARCH 15, 2018), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury foregoing is true and correct.	under the laws of the	State of Was	hington that the
Bidder			
Signature of Authorized Official*			
Printed Name			
Title			
Date	City		State
Check One: Individual □ Partnership □ Jo	oint Venture □ Corpor	ration \square	
State of Incorporation, or if not a c	orporation, State where l	business entity	was formed:
If a co-partnership, give firm name	e under which business is	s transacted:	
* If a corporation, proposal must b	e executed in the corpora	ate name by the	e president or

vice-president (or any other corporate officer accompanied by evidence of authority to

sign). If a co-partnership, proposal must be executed by a partner.

PROPOSAL FORM

To the City Council City of Vancouver Vancouver, Washington 98660 ______, 2018

The undersigned hereby certifies that the locations and construction details of work outlined in the Plans and Specifications have been personally examined for the:

This contract provides for the improvement of ***various roads in the City of Vancouver, the City of Camas, the City of Washougal and Clark County by placing slurry seal (per the attached Project List)*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

THE BASIS OF AWARD WILL BE DETERMINED BY THE LOWEST TOTAL OF ALL 4 SCHEDULES WITH EACH AGENCY EXECUTING AND ADMINISTERING THEIR OWN SEPARATE CONTRACTS.

Slurry seal work shall not start prior to July 5, 2018 in Clark County, Camas, and Washougal. Slurry Seal work shall not start prior to July 30, 2018 in Vancouver.

Slurry seal work on Clark County's street list shall be completed by July 20, 2018. Slurry seal work on Vancouver's, Camas's, and Washougal's street list shall be completed by August 24, 2018.

Bidder certifies they have read and thoroughly understand the Plans and Specifications and contract governing the work included in this improvement and the method by which payment will be made for said work and hereby propose to undertake and complete the work included in this improvement in accordance with said Plans, Specifications and Contract and at the following schedule of rates and prices.

The City of Vancouver, the City of Camas, the City of Washougal and Clark County reserve the right to adjust the scope of this work to match available funds, including if necessary, the elimination of specific work or all work associated with specific buildings included in this Invitation to Bid.

All project-specific questions, requests for clarification, and requests for substitutions <u>must</u> be submitted in writing, via email, by **5:00 PM on MARCH 23, 2018,** to Mike Wolfson, Procurement Specialist, at <u>Mike.Wolfson@cityofvancouver.us</u>. If required, an addendum will be prepared and issued by the City of Vancouver no later than **MARCH 27, 2018**.

NOTE:

- Show prices in legible figures (not words) written in ink or typed, and expressed in U.S. dollars and cents.
- Where conflict occurs unit price shall prevail.
- Unit Prices required for all non-Lump Sum bid items.
- The Total Price for Non-Lump Sum Bid Items should be calculated as follow: Approx. Quantity (as listed for that bid item) x Unit Price = Total Price
- Your proposal will be considered irregular and will be rejected if:
 - The unit price is left blank and a price per unit cannot be determined by equally dividing the "Approx. Quantity" into the Total Price and rounding the result to the nearest two decimal places.

PROPOSAL FOR

BID 18-7 – 2018 JOINT AGENCY SLURRY SEAL PROJECT PROJECT NO. 072818

SCHEDULE "A" - CITY OF VANCOUVER

ITEM NO.	APPROX. QUANTITY	UNIT OF MEASURE	ITEMS WITH UNIT PRICE BID	UNIT PRICE	TOTAL PRICE
1A	300	HR	Flaggers and Spotters		
2A	2	EA	Portable Changeable Message Sign		
3A	296,000	SY	Latex Modified Slurry Seal, Type II		_

SCHEDULE "B" - CLARK COUNTY

ITEM NO.	APPROX. QUANTITY	UNIT OF MEASURE	ITEMS WITH UNIT PRICE BID	UNIT PRICE	TOTAL PRICE
1B	400	HR	Flaggers and Spotters		
2B	2	EA	Portable Changeable Message Sign		
3B	163,000	SY	Latex Modified Slurry Seal, Type II		

TOTAL SCHEDULE B	
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SCHEDULE "C" - CITY OF CAMAS

ITEM NO.	APPROX. QUANTITY	UNIT OF MEASURE	ITEMS WITH UNIT PRICE BID	UNIT PRICE	TOTAL PRICE
1C	70	HR	Flaggers and Spotters		
2C	46,500	SY	Latex Modified Slurry Seal, Type II		

TOTAL	SCHEDUL	$\mathbf{E} \mathbf{C}$	

SCHEDULE "D" - CITY OF WASHOUGAL

ITEM NO.	APPROX. QUANTITY	UNIT OF MEASURE	ITEMS WITH UNIT PRICE BID	UNIT PRICE	TOTAL PRICE
1D	130	HR	Flaggers and Spotters		
2D	85,200	SY	Latex Modified Slurry Seal, Type II		

TOTAL SCHEDULE D	

TOTAL SCHEDULE A+B+C+D	
IUIAL SCHEDULE A+D+C+D	

The following Addendum/Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgment
1		
2		
3		
4.		

NOTE: Failure to acknowledge any issued Addenda will render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' website at: https://vancouver.procureware.com/Bids;

The undersigned, under penalty of perjury, hereby certifies that said person(s), firm, association, LLC, 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.

The undersigned declares that they have reviewed the insurance requirements listed in the Special Provisions, Section 1-07.18, and have discussed both cost and availability of these insurance requirements with my insurance broker/agent. The bid being submitting accurately reflects the cost and availability of the insurance requirements as outlined by the City of Vancouver, which I will abide by if awarded the contract.

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages. By signing this page of the bid, the Contractor acknowledges and agrees to the terms and conditions of each of the forms (the bid bond form must be signed separately), included in the bid documents.

Authorized Official (Signature)	Date
Print Name of Authorized Official	Title of Authorized Official
Company Name	Telephone Number
Address	City, State, Zip
E-MAIL	
State Contractor's License Number, Expiration Date:	
Federal Employee I.D. #:	
Washington Unified Business Identifier (UBI#):	
Employment Security Reference Number:	

- NOTE:
 - 1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
 - 2. If the bidder is a corporation or LLC, this proposal must be executed by a duly authorized official.
 - 3. Proposals submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.

CITY OF VANCOUVER

CONTRACT #	!

BID #18-7: 2018 JOINT AGENCY SLURRY SEAL PROJECT

THIS CONTRACT, by and between	_ hereinafter	referred	to	as	the
"Contractor", and the City of Vancouver, a municipal co	orporation of	the State of	Wa	shing	gton,
hereinafter referred to as the "Owner".					

1. <u>Contractor's Obligation</u>: The Contractor, for and in consideration of the sum to be paid to it by the Owner in the manner and at the times provided, hereinafter and in the Specifications, and in consideration of the covenants and agreements herein contained, which documents are incorporated into and made a part of this contract, hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary for construction and installation of the following improvements:

The work involved in this project is described in Invitation to Bid 18-7 and all addenda thereto, the Contractor's proposal and the Project Plans and Special Provisions and includes, but is not limited to:

BID #18-7: 2018 JOINT AGENCY SLURRY SEAL PROJECT

This contract provides for the improvement of ***various roads in the City of Vancouver, the City of Camas, the City of Washougal and Clark County by placing slurry seal (per the attached Project List)*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

THE BASIS OF AWARD WILL BE DETERMINED BY THE LOWEST TOTAL OF ALL 4 SCHEDULES WITH EACH AGENCY EXECUTING AND ADMINISTERING THEIR OWN SEPARATE CONTRACTS.

Slurry seal work shall not start prior to July 5, 2018 in Clark County, Camas, and Washougal. Slurry Seal work shall not start prior to July 30, 2018 in Vancouver.

Slurry seal work on Clark County's street list shall be completed by July 20, 2018. Slurry seal work on Vancouver's, Camas's, and Washougal's street list shall be completed by August 24, 2018.

The Contractor agrees to perform the work and furnish the materials in a most substantial and workmanlike manner and within the time limits stated in this Contract. The Contractor agrees that it will make all necessary arrangements for the obtaining of

permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

- 2. <u>E-Verify Program</u>: Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
- 3. <u>Subcontractor Responsibility</u>: The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

- 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
- 2. Have a current Washington Unified Business Identifier (UBI) number;
- 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 4. <u>City of Vancouver Business & Occupational License:</u> Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at 800-451-7985, or go to www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.
- **Owner's Obligation**: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Vancouver City

Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable):

(Dollar Amount in Written Text)

*** ***

(Dollar Amount in Numbers)

The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the

materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.

5. <u>Contractor's Insurance</u>: The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.

- 6. <u>Contractor's Bond</u>: The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
- 7. **Employment of Labor**: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
- 8. **Payment of Labor**: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is APRIL 3, 2018.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

9. Payment to the Contractor: Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in the Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Chapter 60.28 RCW.

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per Chapter 39.12 RCW and Chapter 60.28 RCW, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320 *Payroll*. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

Indemnity: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 11. Ownership of Records and Documents Public Disclosure: All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney feels, or penalty assessment under Chapter 42.56 RCW.
- **12.** <u>Amendments</u>: All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.
- **Jurisdiction/Venue**: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Agreement shall be governed by the law of the State of Washington.

- **14.** <u>Assignment:</u> This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
- **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
- **16**. **Bid Documents & Contract**: The complete Contract includes these parts: this Contract, the terms of Invitation to Bid 17-2 and any addenda thereto, the Contractor's complete Proposal Form, the Special Provisions and Plans are all incorporated herein and made a part of this Contract by this reference. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.
- **Order of Precedence:** Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
 - 1. This Agreement and any Addenda thereto,
 - 2. The Invitation to Bid and any Addenda thereto,
 - 3. Proposal Form,
 - 4. Special Provisions,
 - 5. Project Plans,
 - 6. Amendments to the Standard Specifications.
- 18. <u>Notices</u>: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

Owner: Kevin Yin Contractor: [Insert Name]

Procurement Services Manager [Insert Title]

City of Vancouver 415 W 6th St. P O Box 1995

Vancouver WA 98668-1995

Original signed at Vancouver, Washington, on the dates listed below.

CITY OF VANCOUVER A municipal corporation	CONTRACTOR: CONTRACTOR NAME CONTRACTOR ADDRESS		
Eric Holmes, City Manager	Signature:		
DATE	By: Printed Name / Title		
Attest:			
Lloyd Tyler, City Clerk By: Carrie Lewellen, Deputy City Clerk			
Approved as to form:			
E. Bronson Potter, City Attorney			

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPAINED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW ALL MEN BY THESE PRESENTS:

We the Undersigned	as
PRINCIPAL (Contractor) and	
a corporation organized and existing under and by virtue of the laws of th	e state of
, and duly authorized to do surety business in the sta	ate of
Washington and named on the current list of approved surety companies acceptab	ole on federal
bonds and conforming with the underwriting limitations as published in the Author	orized Insurance
List in the State of Washington published by the Office of the Insurance Commiss	sioner and
which carries an "A" rating and is of the appropriate class for the bond amount as	determined by
Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our he	irs, executors,
administrators, successors and assigns, jointly and severally, unto CITY OF VAN	COUVER, as
OBLIGEE, in the sum of	
Dollars (\$) in lawful money of the United States of America, for the	payment of that
sum for the use and benefit of claimants as defined below.	
The condition of this obligation is such that whereas the PRINCIPAL enter	ered into a
contract with CITY OF VANCOUVER dated, 20	_, which
contract is hereunto annexed and made a part hereof, for accomplishment of the a	ll contract
terms for the project described as follows:	

BID #18-7: 2018 JOINT AGENCY SLURRY SEAL PROJECT

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, subject, however, to the following condition:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that every claimant, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, or any other person who provides supplies or provisions for carrying out the work.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this, 20							
SURETY		CONTRA	ACTOR				
By:		By*:					
Title:		Title:					
Street Address		Street Ad	Street Address				
City,	State ZIP	City,	State	ZIP			
Phone Number		Phone Nu					

PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPAINED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned	as
PRINCIPAL (hereinafter called CONTRACTOR), and	
a corporation organized and existing under and by virtue of the laws of the	he state of
duly authorized to do surety business in the state of	of Washington
and named on the current list of approved surety companies acceptable on federa	ıl bonds and
conforming with the underwriting limitations as published in the Authorized Insu	urance List in the
State of Washington published by the Office of the Insurance Commissioner and	which carries ar
"A" rating and is of the appropriate class for the bond amount as determined by I	Best's Rating
System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors	s, administrators,
successors and assigns, jointly and severally, to pay to CITY OF VANCOUVER	as OBLIGEE
(hereinafter called CITY OF VANCOUVER), the amount of	
Dollars (\$) in lawful money of	the United
States of America.	
WHEREAS, the CONTRACTOR entered into a contract with CITY OF	VANCOUVER
dated, 20, which Contract is hereunto annexed and n	nade a part
hereof, for accomplishment of the all contract terms for the project described as t	follows:

BID #18-7: 2018 JOINT AGENCY SLURRY SEAL PROJECT

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract and having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by CITY OF VANCOUVER to be in default under the Contract Documents for the project described herein, the SURETY shall promptly remedy the default by completing the project in accordance with the Contract Documents and the project Specifications with a contractor approved by the CITY OF VANCOUVER. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for the above described contract are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that

such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF VANCOUVER or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

	ITNESS WHEREC, 20	OF, we have he	reunto set our hand	s and seals this day	_ day of
SURETY			CONTRACT	OR	
By:			By*:		
Title:			Title:		
Street Address	SS		Street Address	s	
City	State	ZIP	City	State ZIP	
Phone Numb	er		Phone Number	er	

^{*} Must be signed by president or vice-president of Contractor.

PREVAILING MINIMUM HOURLY WAGE RATES

The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx
Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **APRIL 3, 2018**.

A copy of the applicable prevailing wage rates will also available for viewing at the office of the Owner, located at 415 W 6th St Street, Vancouver WA 98660. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project. To request a copy of the applicable prevailing wage rates please call (360) 487-8430 or email procurement.services@cityofvancouver.us.

INTRO.AP1

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2016 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

- 1-01.AP1
- 17 Section 1-01, Definitions and Terms
- **August 1, 2016**

1-01.3 Definitions

The following new term and definition is inserted after the eighth paragraph:

Cold Weather Protection Period – A period of time 7 days from the day of concrete placement or the duration of the cure period, whichever is longer.

- 1-02.AP1
- 26 Section 1-02, Bid Procedures and Conditions
- 27 June 1, 2017

28 1-02.4(1) General

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business on the Thursday preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.6 Preparation of Proposal

In this section, "Disadvantaged Business Enterprise" is revised to read "Underutilized Disadvantaged Business Enterprise", and "DBE" is revised to read "UDBE".

1-02.9 Delivery of Proposal

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

The Contracting Agency will not open or consider any Proposal when the Proposal or Bid deposit is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals unless an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received.

BID #18-7: 2018 JOINT AGENCY SLURRY SEAL PROJECT
AMENDMENTS TO THE 2016 STANDARD SPECIFICATIONS BOOK
Revised: 8/7/17 E-1

The following new paragraph is inserted before the last paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.12 Public Opening of Proposals

This section is supplemented with the following new paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time specified for opening of Proposals will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.13 Irregular Proposals

In this section, "Disadvantaged Business Enterprise" is revised to read "Underutilized Disadvantaged Business Enterprise", and "DBE" is revised to read "UDBE".

1-04.AP1

Section 1-04, Scope of the Work

June 1, 2017

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

The following new paragraph is inserted before the second to last paragraph:

 Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Bid advertisement date, unless otherwise stated or as required by law.

1-04.3 Reference Information

This section is supplemented with the following new sentence:

If a document that is provided as reference information contains material also included as a part of the Contract, that portion of the document shall be considered a part of the Contract and not as Reference Information.

1-04.4(2)A General

Item number 4 in the third paragraph is revised to read:

4. Provide substitution for deleted or reduced Condition of Award Work, Apprentice Utilization and Training.

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- 1 1-06.AP1
- 2 Section 1-06, Control of Material
- 3 August 7, 2017

4 This section is supplemented with the following new section and subsections:

1-06.6 Recycled Materials

The Contractor shall make their best effort to utilize recycled materials in the construction of the project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a requirement of the Contract.

The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working Drawing within 30 calendar days after the Contract is executed. The plan shall provide the Contractor's anticipated usage of recycled materials for meeting the requirements of these Specifications. The quantity of recycled materials will be provided in tons and as a percentage of the Plan quantity for each material listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material. When a Contract does not include Work that requires the use of a material that is included in the requirements for using materials the Contractor may state in their plan that no recycled materials are proposed for use.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT Form 350-075 Recycled Materials Reporting.

1-06.6(1) Recycling of Aggregate and Concrete Materials 1-06.6(1)A General

The minimum quantity of recycled concrete aggregate shall be 25 percent of the total quantity of aggregate that is incorporated into the Contract for those items listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material that allow the use of recycled concrete aggregate. The percentage of recycled material incorporated into the project for meeting the required percentage will be calculated in tons based on the quantity of recycled concrete used on the entire Contract and not as individual items.

If the Contractor's total cost for Work with recycled concrete aggregate is greater than without the Contractor may choose to not use recycled concrete aggregate. If the Recycled Material Utilization Plan does not indicate the minimum usage of recycled concrete aggregate required above, or if completed project quantities do not meet the minimum usage required, the Contractor shall develop the following:

1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on the Contract. The cost estimate shall include the following:

a. The estimated costs for the Work for each material with 25 percent recycled concrete aggregate. The cost estimate shall include for

1 2 3		each material a copy of the price quote from the supplier with the lowest total cost for the Work.
4 5	b.	The estimated costs for the Work for each material without recycled concrete aggregate.
6 7 8 9		tor's cost estimates shall be submitted as an attachment to the aterial Utilization Plan, or with the Reporting form.
10	1-07.AP1	
11		I Relations and Responsibilities to the Public
12	August 7, 2017	r Kelations and Kesponsibilities to the rablic
13	1-07.1 Laws to be	Observed
14 15	The second paragrap	h is deleted.
16 17 18	In the second to last s "Contracting Agency".	sentence of the third paragraph, "WSDOT" is revised to read
19 20 21	` ,	les Tax: WAC 458-20-170 – Retail Sales Tax ces of the first paragraph are deleted and replaced with the following
22 23 24 25 26		Prime or Subcontractor) shall include sales or use tax on the purchase machinery, equipment, or consumable supplies not integrated into the it bid prices.
27	1-07.3(1) Forest Fi	re Prevention
28	. ,	mented with the following new subsections:
29	1 07 2/1\	Broventian Central and Countermosquires Plan
30 31	• •	Prevention Control and Countermeasures Plan hall prepare and implement a project-specific fire prevention, control,
32	and countermeas	sures plan (FPCC Plan) for the duration of the project. The Contractor
33	shall submit a Ty	pe 2 Working Drawing no later than the date of the preconstruction
34	conference.	
35	4 07 0/4\	EDOO Dies leed on the tier Demoisses of
36		FPCC Plan Implementation Requirements
37		tor's FPCC Plan shall be fully implemented at all times. The
38 39		hall update the FPCC Plan throughout project construction so that the
39 40	•	actual site conditions and practices. The Contractor shall update the at least annually and maintain a copy of the updated FPCC Plan that is
41		inspection on the project site. Revisions to the FPCC Plan and the
42		e Precaution Level (IFPL) shall be discussed at the weekly project
43	safety meeti	` <i>'</i>
44	Salety Hiceti	193.
45	1-07.3(1)△2	FPCC Plan Element Requirements
46		Plan shall include the following:
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48	1. The	e names, titles, and contact information for the personnel responsible
49		implementing and updating the plan.

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- The names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a fire.
- All potential fire causing activities such as welding, cutting of metal, blasting, fueling operations, etc.
- The location of fire extinguishers, water, shovels, and other firefighting equipment.
- The response procedures the Contractor shall follow in the event of a fire.

Most of Washington State is covered under the IFPL system which, by law, is managed by the Department of Natural Resources (DNR). It is the Contractor's responsibility to be familiar with the DNR requirements and to verify whether or not IFPL applies to the specific project.

If the Contractor wishes to continue a work activity that is prohibited under an industrial fire precaution level, the Contractor shall obtain a waiver from the DNR and provide a copy to the Engineer prior to continuation of work on the project.

If the IFPL requirements prohibit the Contractor from performing Work the Contractor may be eligible for an unworkable day in accordance with Section 1-08.5.

The Contractor shall comply with the requirements of these provisions at no additional cost to the Contracting Agency.

1-07.8 High-Visibility Apparel

The last paragraph is revised to read:

High-visibility garments shall be labeled as, and in a condition compliant with the ANSI/ISEA 107 (2004 or later version) and shall be used in accordance with manufacturer recommendations.

1-07.8(1) Traffic Control Personnel

In this section, references to "ANSI/ISEA 107-2004" are revised to read "ANSI/ISEA 107".

1-07.8(2) Non-Traffic Control Personnel In this section, the reference to "ANSI/ISEA 107-2004" is revised to read "ANSI/ISEA 107".

1-07.9(2) Posting Notices

Items 1 and 2 are revised to read:

- EEOC P/E-1 (revised 11/09, supplemented 09/15) Equal Employment Opportunity IS THE LAW published by US Department of Labor. Post for projects with federal-aid funding.
- FHWA 1022 (revised 05/15) NOTICE Federal-Aid Project published by Federal Highway Administration (FHWA). Post for projects with federal-aid funding.

Items 5, 6 and 7 are revised to read:

- WHD 1420 (revised 02/13) Employee Rights and Responsibilities Under The Family And Medical Leave Act published by US Department of Labor. Post on all projects.
- 6. WHD 1462 (revised 01/16) **Employee Polygraph Protection Act** published by US Department of Labor. Post on all projects.
- 7. F416-081-909 (revised 09/15) **Job Safety and Health Law** published by Washington State Department of Labor and Industries. Post on all projects.

Items 9 and 10 are revised to read:

- 9. F700-074-909 (revised 06/13) **Your Rights as a Worker in Washington State** by Washington State Department of Labor and Industries (L&I). Post on all projects.
- 10. EMS 9874 (revised 10/15) **Unemployment Benefits** published by Washington State Employment Security Department. Post on all projects.

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan

The second sentence of the first paragraph is deleted.

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

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.

Item number four of the fourth paragraph (up until the colon) is revised to read:

4. **Potential Spill Sources** – Describe each of the following for all potentially hazardous materials brought or generated on-site, including but not limited to materials used for equipment operation, refueling, maintenance, or cleaning:

The first sentence of item 7e of the fourth paragraph is revised to read:

BMP methods and locations where they are used to prevent discharges to ground or water during mixing and transfer of hazardous materials and fuel.

The last paragraph is deleted.

44 1-08.AP1

- Section 1-08, Prosecution and Progress
- **June 1, 2017**

1-08.1 Subcontracting

48 The eighth and ninth paragraphs are revised to read:

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

The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released. Retainage withheld by the Contractor prior to completion of the Subcontractors work is exempt from reporting as a payment withheld and is not included in the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for deferred payments shall be submitted to the Engineer concurrently with notification to the Subcontractor.

1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage Withheld

In item number 5 of the first paragraph, "WSDOT" is revised to read "Contracting Agency".

The last sentence in item number 11 of the first paragraph is revised to read:

The Contractor may also require any documentation from the Subcontractor that is required by the subcontract or by the Contract between the Contractor and Contracting Agency or by law such as affidavits of wages paid, and material acceptance certifications to the extent that they relate to the Subcontractor's Work.

Item number 12 of the first paragraph is revised to read:

12. If the Contractor fails to comply with the requirements of the Specification and the Subcontractor's retainage or retainage bond is wrongfully withheld, the Contractor will be subject to the actions described in No. 7 listed above. The Subcontractor may also seek recovery against the Contractor under applicable prompt pay statutes in addition to any other remedies provided for by the subcontract or by law.

1-08.5 Time for Completion

In item 2c of the last paragraph, "Quarterly Reports" is revised to read "Monthly Reports".

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2 Section 1-09, Measurement and Payment

3 April 4, 2016

1-09.6 Force Account

The second sentence of item number 4 is revised to read:

A "specialized service" is a work operation that is not typically done by worker classifications as defined by the Washington State Department of Labor and Industries and by the Davis Bacon Act, and therefore bills by invoice for work in road, bridge and municipal construction.

12 1-10.AP1

13 Section 1-10, Temporary Traffic Control

January 3, 2017

1-10.1(2) Description

The first paragraph is revised to read:

The Contractor shall provide flaggers and all other personnel required for labor for traffic control activities that are not otherwise specified as being furnished by the Contracting Agency.

In the third paragraph, "Project Engineer" is revised to read "Engineer".

The following new paragraph is inserted after the third paragraph:

The Contractor shall keep lanes, on-ramps, and off-ramps, open to traffic at all times except when Work requires closures. Ramps shall not be closed on consecutive interchanges at the same time, unless approved by the Engineer. Lanes and ramps shall be closed for the minimum time required to complete the Work. When paving hot mix asphalt the Contractor may apply water to the pavement to shorten the time

required before reopening to traffic.

1-10.3(2)C Lane Closure Setup/Takedown

The following new paragraph is inserted before the last paragraph:

Channelization devices shall not be moved by traffic control personnel across an open lane of traffic. If an existing setup or staging of traffic control devices require crossing an open lane of traffic, the traffic control devices shall be taken down completely and then set up in the new configuration.

2-03.3(7)C Contractor-Provided Disposal Site

The second paragraph is revised to read:

The Contractor shall acquire all permits and approvals required for the use of the disposal sites before any waste is hauled off the project. The Contractor shall submit a Type 1 Working Drawing consisting of copies of the permits and approvals for any disposal sites to be used. The cost of any such permits and approvals shall be included in the Bid prices for other Work.

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1 2 3 4 5 6	The third paragraph is deleted. 2-06.AP2 Section 2-06, Subgrade Preparation January 3, 2017
7 8	2-06.3(2) Subgrade for Pavement The second sentence in the first paragraph is revised to read:
9 10 11 12	The Contractor shall compact the Subgrade to a depth of 6 inches to 95 percent of maximum density as determined by the compaction control tests for granular materials.
13 14 15	3-04.AP3 Section 3-04, Acceptance of Aggregate January 3, 2017
16 17 18 19	3-04.5 Payment In Table 1, the Contingent Unit Price Per Ton value for the item HMA Aggregate is revised to read "\$15.00".
20 21 22	4-04.AP4 Section 4-04, Ballast and Crush Surfacing January 3, 2017
23 24 25	4-04.3(5) Shaping and Compaction The first sentence is revised to read:
26 27 28 29 30	Immediately following spreading and final shaping, each layer of surfacing shall be compacted to at least 95 percent of maximum density determined by the requirements of Section 2-03.3(14)D before the next succeeding layer of surfacing or pavement is placed.
31 32 33	5-01.AP5 Section 5-01, Cement Concrete Pavement Rehabilitation January 3, 2017
34 35	In this section, "portland cement" is revised to read "cement".
36	5-01.2 Materials
37	In the first paragraph, the following item is inserted after the item "Joint Sealants":
38 39 40	Closed Cell Foam Backer Rod 9-04.2(3)A
41 42 43	5-01.3(1)A Concrete Mix Designs This section, including title, is revised to read:
44	5-01.3(1)A Mix Designs
45 46	The Contractor shall use either concrete patching materials or cement concrete for the rehabilitation of cement concrete payement. Concrete patching materials shall be used

1 for spall repair and dowel bar retrofitting and cement concrete shall be used for 2 concrete panel replacement. 3 4 5-01.3(1)A1 Concrete Patching Materials 5 Item number 1 is revised to read: 6 7 Materials – The prepackaged concrete patching material and the aggregate extender shall conform to Section 9-20. 8 9 5-01.3(1)A2 Portland Cement Concrete 10 This section, including title, is revised to read: 11 12 13 5-01.3(1)A2 Cement Concrete for Panel Replacement 14 Cement concrete for panel replacement shall meet the requirements of Sections 5-05.3(1) and 5-05.3(2) and be air entrained with a design air content of 5.5 percent. 15 Cement concrete for panel replacement may use rapid hardening hydraulic cement 16 meeting the requirements of Section 9-01.2(2). Rapid hardening hydraulic cement will 17 18 be considered a cementitious material for the purpose of calculating the water/cementitious materials ratio and the minimum cementitious materials 19 20 requirement. 21 22 5-01.3(1)B Equipment 23 This section's title is revised to read: 24 25 **Equipment for Panel Replacement** 26 27 5-01.3(2)B Portland Cement Concrete This section's title is revised to read: 28 29 30 **Cement Concrete for Panel Replacement** 31 32 This section is supplemented with the following new subsection: 33 5-01.3(2)B1 Conformance to Mix Design 34 Acceptance of cement concrete pavement for panel replacement shall be in 35 accordance with Section 5-01.3(2)B. The cement, coarse, and fine aggregate weights 36 shall be within the tolerances of the mix design in accordance with Section 5-05.3(1). 37 38 39 5-01.3(2)B1 Rejection of Concrete This section is renumbered as follows: 40 41 42 5-01.3(2)B2 Rejection of Concrete 43 44 5-01.3(4) Replace Portland Cement Concrete Panel This section's title is revised to read: 45 46 47 **Replace Cement Concrete Panel**

5-01.3(8) Sealing Existing Transverse and Longitudinal Joints

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This section's title is revised to read:

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Sealing Existing Longitudinal and Transverse Joint

The first paragraph is revised to read:

The Contractor shall clean and seal existing longitudinal and transverse joints where shown in the Plans or as marked by the Engineer.

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

Old sealant and incompressible material shall be completely removed from the joint to the depth of the new reservoir with a diamond blade saw in accordance with the detail shown in the Standard Plans.

The fifth paragraph is revised to read:

Immediately prior to sealing, the cracks shall be blown clean with dry oil-free compressed air. If shown in the Plans, a backer rod shall be placed at the base of the sawn reservoir. The joints shall be completely dry before the sealing installation may begin. Immediately following the air blowing and backer rod placement, if required, the sealant material shall be installed in conformance to manufacturer's recommendations and in accordance with Section 5-05.3(8)B.

5-01.3(9) Portland Cement Concrete Pavement Grinding

This section's title is revised to read:

Cement Concrete Pavement Grinding

5-01.3(11) Concrete Slurry and Grinding Residue

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

Slurry shall not be allowed to drain into an area open to traffic, off of the paved surface, into any drainage structure, water of the state, or wetlands.

The following new sentence is inserted at the end of the second paragraph:

The Contractor shall submit copies of all disposal tickets to the Engineer within 5 calendar days.

5-01.4 Measurement

The fourth paragraph is revised to read:

Sealing existing longitudinal and transverse joint will be measured by the linear foot,

5-01.5 Payment

The Bid item "Sealing Transverse and Longitudinal Joints", per linear foot and the paragraph following Bid item are revised to read:

"Sealing Existing Longitudinal and Transverse Joint", per linear foot.

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measured along the line of the completed joint.

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5-02.AP5

Section 5-02, Bituminous Surface Treatment April 4, 2016

5-02.3(2) Preparation of Roadway Surface

This section is supplemented with the following new subsection:

all incidentals required to complete the Work as specified.

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5-02.3(2)E Crack Sealing

Where shown in the Plans, seal cracks and joints in the pavement in accordance with Section 5-04.3(4)A1 and the following:

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.

The unit Contract price per linear foot for "Sealing Existing Longitudinal and Transverse Joint", shall be full payment for all costs to complete the Work as specified, including

longitudinal joints where existing transverse and longitudinal joints are cleaned and for

removing incompressible material, preparing and sealing existing transverse and

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5-05.AP5 23

Section 5-05, Cement Concrete Pavement **January 3, 2017**

5-05.3(1) Concrete Mix Design for Paving

The following is inserted after item number 2:

In last sentence of the second paragraph of item number 1, the reference to "Section 9-01.2(4)" is revised to read "Section 9-01.2(1)B".

Mix Design Modifications - The Contractor may initiate adjustments to the

yard will be allowed without resubmittal of the mix design. The adjusted

Item number 3 is renumbered to 4 and revised (up until the table) to read:

aggregate proportions of the approved mix design. An adjustment in both the fine and coarse aggregate batch target weights of plus or minus 200 pounds per cubic

aggregate weights shall become the new batch target weights for the mix design.

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42 43 Conformance to Mix Design - Cement and coarse and fine aggregate weights shall be within the following tolerances of the batch target weights of the mix

design:		
Portland Cement Concrete Batch Weights		
Cement	+5%	-1%

+2%

+2%

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Coarse Aggregate Fine Aggregate

5-05.3(3)B Mixing Equipment

The last sentence of item number 4 is revised to read:

Plant-mixed concrete may be transported in nonagitated vehicles provided that the concrete is in a workable condition when placed and:

a. discharge is completed within 45 minutes after the introduction of mixing water to the cement and aggregates, or

b. discharge is completed within 60 minutes after the introduction of mixing water to the cement and aggregates, provided the concrete mix temperature is 70°F or below during placement, or

c. discharge is completed within 60 minutes after the introduction of mixing water to the cement and aggregates, provided the mix contains an approved set retarder at the manufacturer's minimum dosage rate.

5-05.3(6) Subgrade

This section, including title, is revised to read:

5-05.3(6) Surface Preparation

The Subgrade surface shall be prepared and compacted a minimum of 3 feet beyond each edge of the area which is to receive concrete pavement in order to accommodate the slip-form equipment.

Concrete shall not be placed during a heavy rainfall. Prior to placing concrete:

The surface shall be moist:

Excess water (e.g., standing, pooling or flowing) shall be removed from the surface.

3. The surface shall be clean and free of any deleterious materials.

4. The surface temperature shall not exceed 120°F or be frozen.

5-05.3(7)A Slip-Form Construction

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

The alignment and elevation of the paver shall be regulated from outside reference lines established for this purpose, or by an electronic control system capable of controlling the line and grade within required tolerances.

44 8-01.AP8

45 Section 8-01, Erosion Control and Water Pollution Control

August 1, 2016

8-01.2 Materials

This section is supplemented with the following new paragraph:

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1 Recycled concrete, in any form, shall not be used for any Work defined in Section 8-01. 2 3 8-01.3(7) Stabilized Construction Entrance The last sentence of the first paragraph is revised to read: 4 5 6 Material used for stabilized construction entrance shall be free of extraneous materials 7 that may cause or contribute to track out. 8 9 8-01.3(8) Street Cleaning 10 This section is revised to read: 11 12 Self-propelled street sweepers shall be used to remove and collect sediment and other 13 debris from the Roadway, whenever required by the Engineer. The street sweeper shall effectively collect these materials and prevent them from being washed or blown 14 15 off the Roadway or into waters of the State. Street sweepers shall not generate fugitive 16 dust and shall be designed and operated in compliance with applicable air quality 17 standards. 18 19 Material collected by the street sweeper shall be disposed of in accordance with 20 Section 2-03.3(7)C. 21 22 Street washing with water will require the concurrence of the Engineer. 23 24 8-09.AP8 25 Section 8-09, Raised Pavement Markers 26 **January 3, 2017** 27 8-09.5 Payment 28 In the last paragraph, "flaggers and spotters" is revised to read "flaggers". 29 30 31 8-22.AP8 32 Section 8-22, Pavement Marking August 7, 2017 33 34 8-22.3(6) Removal of Pavement Markings This section is revised to read: 35 36 37 Pavement markings to be removed shall be obliterated until all blemishes caused by 38 the pavement marking removal conform to the coloration of the adjacent pavement. 39 40 Grinding to remove pavement markings in their entirety is allowed in areas designated for applications of either Hot Mix Asphalt (HMA) or Bituminous Surface Treatment 41 42 (BST). Pavement marking removal shall be performed from April 1st through September 30th and only in those areas that shall be paved within the same time 43 44 window as the grinding, unless otherwise allowed by the Engineer in writing.

For all cement concrete pavement and areas that will not be overlaid with hot mix

asphalt or BST, grinding is allowed to a depth just above the pavement surface and

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1 then Water blasting or shot blasting shall be required to remove the remaining 2 pavement markings. 3 4 If in the opinion of the Engineer, the pavement is materially damaged by pavement marking removal, such damage shall be repaired by the Contractor in accordance with 5 Section 1-07.13(1). Sand or other material deposited on the pavement as a result of 6 removing lines and markings shall be removed as the Work progresses to avoid 7 8 hazardous conditions. Accumulation of sand or other material which might interfere 9 with drainage will not be permitted. 10 11 8-22.4 Measurement 12 The first two sentences of the fourth paragraph are revised to read: 13 14 The measurement for "Painted Wide Lane Line", "Plastic Wide Lane Line", "Profiled Plastic Wide Lane Line", "Painted Barrier Center Line", "Plastic Barrier Center Line", 15 16 "Painted Stop Line", "Plastic Stop Line", "Painted Wide Dotted Entry Line", or "Plastic Wide Dotted Entry Line" will be based on the total length of each painted, plastic or 17 profiled plastic line installed. No deduction will be made for the unmarked area when 18 19 the marking includes a broken line such as, wide broken lane line, drop lane line, wide 20 dotted lane line or wide dotted entry line. 21 22 8-22.5 Payment 23

The following two new Bid items are inserted after the Bid item "Plastic Crosshatch Marking", per linear foot:

"Painted Wide Dotted Entry Line", per linear foot.

"Plastic Wide Dotted Entry Line", per linear foot.

30 9-01.AP9

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Section 9-01, Portland Cement

August 7, 2017

This section's title is revised to read:

Cement

9-01.1 Types of Cement

This section is revised to read:

Cement shall be classified as portland cement, blended hydraulic cement, or rapid hardening hydraulic cement.

9-01.2(2) Vacant

This section, including title, is revised to read:

9-01.2(2) Rapid Hardening Hydraulic Cement

Rapid hardening hydraulic cement shall meet the requirements of ASTM C 1600.

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9-01.2(3) Low Alkali Cement

This section is renumbered as follows:

9-01.2(1)A Low Alkali Cement

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9-01.2(4) Blended Hydraulic Cement This section is renumbered as follows:

9-01.2(1)B Blended Hydraulic Cement

In the first paragraph, items number 3 through 5 are revised to read:

3. Type IT(PX)(LY), where (PX) equals the targeted percentage of pozzolan, and (LY) equals the targeted percentage of limestone. The pozzolan (PX) shall be Class F fly ash and shall be a maximum of 35 percent. (LY) shall be a minimum of 5 percent and a maximum of 15 percent. Separate testing of each source of fly ash at each proposed replacement level shall be conducted in accordance with ASTM C1012. Expansion at 180 days shall be 0.10 percent or less.

4. Type IT(SX)(LY), where (SX) equals the targeted percentage of slag cement, and (LY) equals the targeted percentage of limestone. (SX) shall be a maximum of 50 percent. (LY) shall be a minimum of 5 percent and a maximum of 15 percent. Separate testing of each source of slag at each proposed replacement level shall be conducted in accordance with ASTM C1012. Expansion at 180 days shall be 0.10 percent or less.

 Type IL(X), where (X) equals the targeted percentage of limestone, and shall be a minimum of 5 percent and a maximum of 15 percent. Testing shall be conducted in accordance with ASTM C1012. Expansion at 180 days shall be 0.10 percent or less.

9-01.3 Tests and Acceptance

The second paragraph is revised to read:

Cement producers/suppliers that certify portland cement or blended hydraulic cement shall participate in the Cement Acceptance Program as described in WSDOT Standard Practice QC 1. Rapid hardening hydraulic cement producers/suppliers are not required to participate in WSDOT Standard Practice QC 1.

- 9-03.AP9
- 41 Section 9-03, Aggregates
- **August 7, 2017**

9-03.1(1) General Requirements

In this section, each reference to "Section 9-01.2(3)" is revised to read "Section 9-01.2(1)A".

This first paragraph is supplemented with the following:

1 Reclaimed aggregate may be used if it complies with the specifications for Portland 2 Cement Concrete. Reclaimed aggregate is aggregate that has been recovered from 3 plastic concrete by washing away the cementitious materials. 4 5 9-03.1(2) Fine Aggregate for Portland Cement Concrete 6 This section is revised to read: 7 8 Fine aggregate shall consist of natural sand or manufactured sand, or combinations 9 thereof, accepted by the Engineer, having hard, strong, durable particles free from 10 adherent coating. Fine aggregate shall be washed thoroughly to meet the 11 specifications. 12 13 9-03.1(2)A Deleterious Substances This section is revised to read: 14 15 16 17 18 19 Material finer than No. 200 Sieve 20

The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 6 and not exceed the following values:

2.5 percent by weight Clay lumps and friable particles 3.0 percent by weight Coal and lignite 0.25 percent by weight Particles of specific gravity less than 2.00 1.0 percent by weight.

Organic impurities shall be tested in accordance with AASHTO T 21 by the glass color standard procedure and results darker than organic plate no. 3 shall be rejected. A darker color results from AASHTO T 21 may be used provided that when tested for the effect of organic impurities on strength of mortar, the relative strength at 7 days, calculated in accordance with AASHTO T 71, is not less than 95 percent.

9-03.1(4) Coarse Aggregate for Portland Cement Concrete

This section is revised to read:

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Coarse aggregate for concrete shall consist of gravel, crushed gravel, crushed stone, or combinations thereof having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be washed to meet the specifications.

9-03.1(4)A Deleterious

This section, including title, is revised to read:

9-03.1(4)A Deleterious Substances

The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 80 and not exceed the following values:

45	Material finer than No. 200	1.0 ¹ percent by weight
46	Clay lumps and Friable Particles	2.0 percent by weight
47	Shale	2.0 percent by weight
48	Wood waste	0.05 percent by weight
49	Coal and Lignite	0.5 percent by weight
50	Sum of Clay Lumps, Friable Particles, and	

1 Chert (Less Than 2.40 specific gravity SSD) 3.0 percent by weight 2 3 If the material finer than the No. 200 sieve is free of clay and shale, this percentage may be increased to 1.5.

9-03.1(4)C Grading

The following new sentence is inserted at the beginning of the last pargraph:

Where coarse aggregate size 467 is used, the aggregate may be furnished in at least two separate sizes.

9-03.1(5) Combined Aggregate Gradation for Portland Cement Concrete

This section is revised to read:

As an alternative to using the fine aggregate sieve grading requirements in Section 9-03.1(2)B, and coarse aggregate sieve grading requirements in Section 9-03.1(4)C, a combined aggregate gradation conforming to the requirements of Section 9-03.1(5)A may be used.

9-03.1(5)A Deleterious Substances

This section is revised to read:

The amount of deleterious substances in the washed aggregates $\frac{3}{8}$ inch or larger shall not exceed the values specified in Section 9-03.1(4)A and for aggregates smaller than $\frac{3}{8}$ inch they shall not exceed the values specified in Section 9-03.1(2)A.

9-03.1(5)B Grading

The first paragraph is deleted.

9-03.8(2) HMA Test Requirements

In the table in item number 3, the heading "Statistical and Nonstatistical" is revised to read "Statistical".

9-03.8(7) HMA Tolerances and Adjustments

In the table in item number 1, the column titled "Nonstatistical Evaluation" is deleted.

In the table in item 1, the last column titled "Commercial Evaluation" is revised to read "Visual Evaluation".

9-03.11(1) Streambed Sediment

The following three new sentences are inserted after the first sentence of the first paragraph:

Alternate gradations may be used if proposed by the Contractor and accepted by the Engineer. The Contractor shall submit a Type 2 Working Drawing consisting of 0.45 power maximum density curve of the proposed gradation. The alternate gradation shall closely follow the maximum density line and have Nominal Aggregate Size of no less than 1½ inches or no greater than 3 inches.

9-03.12(4) Gravel Backfill for Drains

The following new sentence is inserted at the beginning of the second paragraph:

As an alternative, AASHTO grading No. 57 may be used in accordance with Section 9-03.1(4)C.

9-03.12(5) Gravel Backfill for Drywells

 The following new sentence is inserted at the beginning of the second paragraph:

 As an alternative, AASHTO grading No. 4 may be used in accordance with Section 9-03.1(4)C.

9-03.21(1)B Concrete Rubble

 This section, including title, is revised to read:

9-03.21(1)B Recycled Concrete Aggregate

Recycled concrete aggregates are coarse aggregates manufactured from hardened concrete mixtures. Recycled concrete aggregate may be used as coarse aggregate or blended with coarse aggregate for Commercial Concrete. Recycled concrete aggregate shall meet all of the requirements for coarse aggregate contained in Section 9-03.1(4) or 9-03.1(5). In addition to the requirements of Section 9-03.1(4) or 9-03.1(5), recycled concrete shall:

1. Contain an aggregated weight of less than 1 percent of adherent fines, vegetable matter, plastics, plaster, paper, gypsum board, metals, fabrics, wood, tile, glass, asphalt (bituminous) materials, brick, porcelain or other deleterious substance(s) not otherwise noted;

2. Be free of components such as chlorides and reactive materials that are detrimental to the concrete, unless mitigation measures are taken to prevent recurrence in the new concrete;

3. Have an absorption of less than 10 percent when tested in accordance with AASHTO T 85.

4. Be considered mechanically fractured and therefore be considered part of the total fracture calculation as determined by the FOP for AASHTO T 335.

Recycled concrete aggregate shall be in a saturated condition prior to mixing.

Recycled concrete aggregate shall not be placed below the ordinary high water mark of any surface water of the State.

9-03.21(1)D Recycled Steel Furnace Slag

This section title is revised to read:

Steel Slag

9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material

2 3 4

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In the Hot Mix Asphalt column, each value of "20" is revised to read "25".

5 6

The last column heading "Steel Furnace Slag" is revised to read "Steel Slag".

7 8

The following new row is inserted after the second row:

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9-04.AP9

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Section 9-04, Joint and Crack Sealing Materials

13 **January 3, 2017**

14

This section is supplemented with the following two new subsections:

15 16

9-04.11 Butyl Rubber Sealant

17 18 Butyl rubber sealant shall conform to ASTM C 990.

19

9-04.12 External Sealing Band

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External sealing band shall by Type III B conforming to ASTM C 877.

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9-04.1(2) Premolded Joint Filler for Expansion Joints

23 24 This section is supplemented with the following:

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As an alternative to the above, a semi-rigid, non-extruding, resilient type, closed-cell polypropylene foam, preformed joint filler with the following physical properties as tested to AASHTO T 42 Standard Test Methods may be used.

Closed-Cell Polypropylene Foam Preformed Joint Filler				
Physical Property	Requirement	Test Method		
Water Absorption	< 1.0%	AASHTO T 42		
Compression Recovery	> 80%	AASHTO T 42		
Extrusion	< 0.1 in.	AASHTO T 42		
Density	> 3.5 lbs./cu.ft.	AASHTO T 42		
Water Boil (1 hr.)	No expansion	AASHTO T 42		
Hydrochloric Acid Boil (1 hr.)	No disintegration	AASHTO T 42		
Heat Resistance °F	392°F± 5°F	ASTM D 5249		

29 30

9-04.2(1) Hot Poured Joint Sealants

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

31 32 33

9-04.2(1)A Hot Poured Sealant

34 35

Hot poured sealant shall be sampled in accordance with ASTM D5167 and tested in accordance with ASTM D5329.

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38 39

9-04.2(1)A1 Hot Poured Sealant for Cement Concrete Pavement

Hot poured sealant for cement concrete pavement shall meet the requirements of ASTM D6690 Type IV, except for the following:

1	
2	 The Cone Penetration at 25°C shall be 130 maximum.
3	
4 5	2. The extension for the Bond, non-immersed, shall be 100 percent.
6 7 8	9-04.2(1)A2 Hot Poured Sealant for Bituminous Pavement Hot poured sealant for bituminous pavement shall meet the requirements of ASTM D6690 Type I or Type II.
9	
10 11 12 13	9-04.2(1)B Sand Slurry for Bituminous Pavement Sand slurry is mixture consisting of the following components measured by total weight:
14 15	Twenty percent CSS-1 emulsified asphalt,
16 17	2. Two percent portland cement, and
18 19	 Seventy-eight percent fine aggregate meeting the requirements of 9-03.1(2)B Class 2. Fine aggregate may be damp (no free water).
20 21 22 23	9-04.2(2) Poured Rubber Joint Sealer The last paragraph is deleted.
24	9-04.4(1) Rubber Gaskets for Concrete Pipes and Precast Manholes
25 26	"AASHTO M 198" is revised to read "ASTM C 990".
27 28 29	9-04.4(3) Gaskets for Aluminum or Steel Culvert or Storm Sewer Pipe In the last sentence, "AASHTO M 198" is revised to read "ASTM C 990".
30 31 32 33	9-35.AP9 Section 9-35, Temporary Traffic Control Materials August 7, 2017
34 35	9-35.12 Transportable Attenuator The second sentence of the first paragraph is revised to read:
36 37 38	The transportable attenuator shall be mounted on, or attached to, a host vehicle that complies with the manufacturer's recommended weight range.
39 40 41	9-35.14 Portable Temporary Traffic Control Signal The last sentence of the eighth paragraph is revised to read:
42	
43 44 45	A highly retroreflective yellow strip, 1 inch wide, shall be placed around the perimeter of the face of all vehicle signal backplates to project a rectangular image at night toward oncoming traffic.

SPECIAL PROVISIONS FOR 2018 JOINT AGENCY SLURRY SEAL PROJECT

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2016 Standard Specifications for Road, Bridge and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

Several types of Special Provisions are included in this contract; General, City of Vancouver, and Project Specific. Special Provisions types are differentiated as follows:

(Date) WSDOT General Special Provision

(Date COV) City of Vancouver "General" Special Provision

(CCPW date) Clark County General Special Provision

(Date APWA) APWA Special Provision

(*****) Project Specific Special Provision

WSDOT General Special Provisions are similar to Standard Specifications in that they typically apply to many projects. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

City of Vancouver General Special Provisions are specifications that have been developed by the City for use on projects within their jurisdiction.

APWA Special Provisions are specifications developed by the American Public Works Association for use by local agencies on projects within their jurisdiction.

All special provisions apply for every agency unless otherwise noted or approved by the Engineer.

Also incorporated into the Contract Documents by reference are:

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

GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995)

This contract provides for the improvement of ***various roads in the City of Vancouver, the City of Camas, the City of Washougal and Clark County by placing slurry seal (per the attached Project List)*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 4, 2016 APWA)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

(February 1, 2007 COV)

For clarification of the definitions of terms, it shall be understood that:

Whenever the words "as directed", "as required", "as permitted", or words of the like effect are used, it shall be understood that the direction, requirement or permission of the Contracting Agency and Engineer is intended. The words "sufficient", "necessary", "proper", and the like shall mean sufficient, necessary or proper in the judgment of the Contracting Agency and Engineer. The words "approved", "acceptable", "satisfactory" or other words of like import shall mean approved by or acceptable to the Contracting Agency and Engineer.

Or Equivalent

A manufactured article, material, method, or work, which in the sole opinion of the Engineer is equally desirable or suitable for the purposes intended in the Contract Documents, as compared with similar articles specifically mentioned therein.

Performance and Payment Bond

Same as "Contract Bond" defined in the Standard Specifications.

Supplemental Drawings and Instructions

Additional instructions by the Engineer at request of Contractor by means of drawings or documents necessary, in the opinion of Engineer, for the proper execution of the work. Such drawings and instructions are consistent with the Contract Documents.

Supplement Section 1-01.3 Definitions with the following:

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

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

All references to "final contract voucher certification" shall be interpreted to mean the final payment form established by the Contracting Agency.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency's headquarters are located.

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for "Contract".

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA)

Delete Section 1-02.2 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")	8	Furnished automatically upon award.
Contract Provisions	8	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	Upon request	Furnished only upon request.

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

1-02.5 Proposal Forms

(June 27, 2011 APWA)

Delete Section 1-02.5 and replace it with the following:

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

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

1-02.6 Preparation of Proposal

(August 2, 2004)

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

1-02.7 Bid Deposit

(March 31, 2014 COV)

The second sentence in the first paragraph shall be revised to read as follows:

This deposit may be by cashier's check or a proposal bond (surety bond).

(March 8, 2013 APWA)

Supplement Section 1-02.7 with the following:

Bid bonds shall contain the following:

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

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

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

1-02.9 Delivery of Proposal

(March 31, 2014 COV)

Delete Section 1-02.9 and replace it with the following:

Each bid/proposal shall be placed in an envelope (<u>not provided</u>) which is sealed and which clearly states the name of the bidder, the date of the bid opening, project name, or appropriate wording to indicate definitely the nature of the contents to ensure proper handling and delivery.

All bids shall be addressed to the attention of the Procurement Services Manager, City of Vancouver, 415 W 6th St., PO Box 1995, Vancouver Washington 98668-1995.

The Contracting Agency will not open or consider any Proposal or any supplement to a Proposal that is received after the time specified for receipt of Proposals, or received in a location other than that specified for receipt of Proposals.

1-02.10 Withdrawing, Revising, or Supplementing Proposal (July 23, 2015 APWA)

Delete this section, and replace it with the following:

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

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

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

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

1-02.12 Public Opening Of Proposals

(June 10, 2008 COV)

Section 1-02.12 is supplemented with the following:

Date of Opening Bids

Sealed bids will be received by the City of Vancouver, Washington, up to 11:00 AM on ***APRIL 3, 2018*** and publicly opened and read aloud at that time on the same day in the Vancouver City Hall, 415 W 6th Street, Vancouver, Washington.

1-02.13 Irregular Proposals

(March 31, 2014 COV)

Item 1.a. of Section 1-02.13 shall be revised to read as follows:

- 1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not pre-qualified when so required;

Section 1-02.13 is supplemented with the following Item 2.1:

1. More than one proposal is for the same project from a Bidder under the same or different names.

1-02.14 Disqualification of Bidders

(July 31, 2017 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes", document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1)(g). A form appropriate for "Certification of Compliance with Wage Payment Statutes" will be provided by the Contracting Agency in the Bid Documents. The form provided in the Bid Documents shall be submitted with the Bid as stated in Section 1-02.9.

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration Of Bids

(January 23, 2006 APWA)

The first paragraph of Section 1-03.1 is revised to read as follows:

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

1-03.3 EXECUTION OF CONTRACT

(October 1, 2005 APWA)

Section 1-03.3 is revised to read as follows:

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

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

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

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

1-03.4 Contract Bond

(July 23, 2015 APWA)

Delete the first paragraph and replace it with the following:

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

- 1. Be on Contracting Agency-furnished form(s);
- 2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
- 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors,

material person, or any other person who provides supplies or provisions for carrying out the work;

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

1-04 SCOPE OF WORK

1-04.1 Intent Of The Contract

Section 1-04.1 is supplemented with the following: (******)

The Washington State Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this bid, contractors agree that other public agencies may purchase identical prices and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The identical bid item in each of the separate schedules in the Proposal shall have identical unit prices. The City of Vancouver agrees to allow other public agencies to purchase identical prices and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

(*****)

The agencies participating in this contract reserve the right to extend the contract resulting from this bid for a period of two (2) one (1) year periods, with the same terms and conditions. Extension shall be by service of written notice of their intention to do so prior to the contract termination date. Unit prices for the extended periods are subject to review and may be adjusted up or down to allow for inflation.

1-04.2 Coordination Of Contract Documents, Plans, Special Provisions, Specifications, And Addenda

(March 13, 2012 APWA)

Revise the second paragraph to read:

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

- 1. Addenda,
- 2. Proposal Form,

- 3. Special Provisions,
- 4. Contract Plans,
- 5. Amendments to the Standard Specifications,
- 6. Standard Specifications,
- 7. Contracting Agency's Standard Plans or Details (if any), and
- 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

Section 1-04.4 is supplemented with the following:

(*****)

After the award and/or during construction, the agencies have the option of deleting or adding to, by change order, the number of slurry seal sections. Work on deleted sections will not have begun prior to the change order. The deleted slurry seal sections may be any of those listed in the attached Project List. This change consists of portions of the bid items found in the summary of quantities and on the proposal form. The change of lump sum items will be pro-rated based upon the changed quantities of the items with unit bid prices. The credit to the agencies for such change orders will be computed based upon the prices of the applicable bid items in the proposal.

There will be no provisions for payment of added or deleted profit, insurance, or other overhead items in the addition or deletion of work.

1-04.6 Variation in Estimated Quantities

Section 1-04.6 is supplemented with the following: (May 25, 2006 APWA)

The quantities for "Latex Modified Slurry Seal Type II" have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity.

These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

1-04.11 Final Clean Up

The list in the first paragraph of Section 1-04.11 is supplemented with the following: (*****)

- 3. Remove debris from inlets, catch basins, manholes, and pipes;
- 4. Clean site; sweep paved areas, rake clean landscaped surfaces; and
- 5. Remove construction stakes and construction facilities from the site.

<u>Section 1-04 is supplemented with the following new section:</u>

1-04.12 Daily Clean Up

(March 31, 2014 COV)

At all times during the work, the Contractor shall keep the area clean and orderly. Repair BID 18-7: 2018 Joint Agency Slurry Seal Project Special Provisions

any damage caused by the Contractor's operations and leave the area free of construction debris upon completion of the work.

1-05 CONTROL OF WORK

1-05.3 Plans And Working Drawings

(February 1, 2007 COV)

Section 1-05.3 is supplemented with the following:

Shop drawings and catalog cuts shall be furnished by the Contractor for all items indicated in various sections of the Contract Documents and as requested by Engineer. A minimum of 6 copies shall be submitted for the Engineer's review.

After review of said drawings, the Engineer will return 2 copies to the Contractor with any comments noted thereon. If so noted by the Engineer, the Contractor shall correct the drawings and resubmit 6 copies of them in the same manner as specified for the original submittals within one week after receipt of the reviewed drawings. The Contractor, in the letter of transmittal accompanying resubmitted shop drawings, shall direct specific attention to any revisions other than the corrections requested by the Engineer on previous submittals.

1-05.4 Conformity With And Deviations From Plans And Stakes

(February 1, 2007 COV)

The last sentence of the seventh paragraph of Section 1-05.4 is revised to read as follows:

Contractor requests for stakes shall be made at least two working days before the Engineer needs to begin the staking operation. Unplanned changes in the schedule or order of work by the Contractor can result in a delay in getting survey staking information in the field. Any changes to the survey request may be treated as a new request, requiring two working days lead time before stakes can be provided.

1-05.7 Removal Of Defective And Unauthorized Work

(October 1, 2005 APWA)

Section 1-05.7 is supplemented with the following:

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

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

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

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

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

1-05.11 Final Inspection

(February 1, 2007 COV) Section 1-05.11 is revised to read as follows:

Final Inspections

Substantial Completion Date

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

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

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

The above process shall be repeated until the Engineer establishes the Substantial Completion Date.

Final Inspection and Physical Completion Date

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

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

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

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

1-05.12 Final Acceptance

(February 1, 2007 COV)

The third and fourth sentences in the first paragraph shall be revised to read as follows:

The City accepts the completed contract and items of work shown in the final estimate by City Council action for formal contracts. The date of that action becomes the acceptance date. For Small Works projects for which no Council action is required, the date of final payment shall become the acceptance date.

Section 1-05.12 is supplemented with the following:

Upon completion of the project, the Contractor shall request a final inspection for approval of the project. Such notification shall specify the date the project will be ready for final inspection. If it is desirable to accompany the Engineer, the Contractor shall request the date and time the project will be inspected.

Add the following new section: (March 8, 2013 APWA)

1-05.12(1) One-Year Guarantee Period

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA)

Delete the sixth and seventh paragraphs of this section.

1-05.14 Cooperation With Other Contractors

(March 13, 1995)

Section 1-05.14 is supplemented with the following:

Other Contracts or Other Work

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

City of Vancouver, Street Preservation Contractor (Intermountain Slurry Seal)

City of Vancouver, Water Department (if required)

City of Vancouver, Sanitary Sewer Department (if required)

City of Vancouver, Storm Sewer Department (if required)

City of Vancouver, Public Works: striping on City of Vancouver slurry seal streets

Agency, Public Works Departments (if required)

Clark County, 2018 ADA Ramp Improvements

Clark County, 2018 HMA Overlays

Clark County, NE 10th Avenue

Contact: Troy Pierce, Project Manager

Clark County Department of Public Works

1300 Franklin Street

PO Box 9810

Vancouver, WA 98666-9810 (360) 397-6118 ext. 4403

Clark County, 2018 Chip Seals
Contact: Carl Oman, Operations Superintendent
Clark County Department of Public Works
1300 Franklin Street
PO Box 9810
Vancouver, WA 98666-9810
(360) 397-6118 ext. 1621

The agencies or their agents will perform all street preparation work in advance of the slurry seal operation. This may include stress-absorbing membrane, chip seal, patching, crack filling, leveling, and hot mix paving. In all cases, street preparation work shall be completed prior to the application of surface treatments, but may not be completed prior to the contract award.

Any changes in surface condition caused by preparation work performed by the agencies or their designee shall not qualify for any claim for adjustment by the contractor due to any material increase or decrease in the Contractor's cost, or the time required for, performance of any part of the work under this contract.

1-05.15 Method of Serving Notices

The second paragraph in Section 1-05.15 is revised to read: (March 25, 2009 APWA)

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

Section 1-05 is supplemented with the following new section 1-05.16:

(October 1, 2005 APWA)

Water and Power

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

1-06 CONTROL OF MATERIAL

1-06.1 Approval of Material Prior to Use

The first paragraph of Section 1-06.1 is revised to read: BID 18-7: 2018 Joint Agency Slurry Seal Project Special Provisions

(*****)

Prior to use, the Contractor shall notify the Engineer of all proposed materials. The Contractor shall use the Request for Approval of Material (RAM) form to identify the source of all materials proposed to be used on the project regardless if the material is listed in the Aggregate Source Approval (ASA) Database or Qualified Product List (QPL).

The list in the second paragraph of Section 1-06.1 is supplemented with the following:

(*****)

5. Materials shall be verifiable by shipping invoice, certification, load tickets, or other means acceptable to the Engineer.

Section 1-06.1 is supplemented with the following: (******)

The Contractor shall submit test results to the Engineer for review and approval for all aggregate sources showing that the material meets Contract requirements.

If a material fails to meet specifications, and a re-test is performed on material from the same source by a private laboratory or agency other than the Contracting Agency, the re-testing shall be at the Contractor's expense.

1-06.1(4) Fabrication Inspection Expense

(June 27, 2011 AWPA)

Delete this section in its entirety.

1-06.2 Acceptance of Materials

1-06.2(1) Samples and Tests for Acceptance

(March 31, 2014 COV)

The fifth paragraph of Section 1-06.2(1) shall be revised to read as follows:

All field and laboratory materials testing by the Engineer will follow methods described in contract documents, the Washington State Department of Transportation *Materials Manual*, The City of Vancouver *Materials Test Methods and Procedures* using calibrated or verified equipment.

Section 1-06.2(1) is supplemented with the following:

(March 31, 2014 COV)

Point of Acceptance Material Sampling for testing may be performed up to and including the point of incorporation of the respective material into the project. At the time of sampling, the contractor shall utilize mechanical equipment to thoroughly remix material as determined by City of Vancouver *Materials Test Methods and Procedures*.

Section 1-06.2(1) is supplemented with the following:

(CCPW June 2014)

Material sampling for testing may be performed up to and including the point of incorporation of the respective material into the project. The definition of "qualified testing personnel and calibrated or verified equipment" shall not be referenced to the WAQTC requirements.

1-06.2(2) Statistical Evaluation of Materials for Acceptance

(****)

Section 1-06.2(2) shall not apply to this project.

1-06.6 Recycled Materials

Section 1-06.6 is revised to read:

(APWA January 4, 2016)

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA)

Supplement this section with the following:

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

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

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

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

(CCPW November 2012) E-Verify

The Contractor will be required to register with the Department of Homeland Security's E-Verify program and submit prior to, or with the bid, or within 24 hours after the bid opening date and time, a current copy of their E-Verify Memorandum of Understanding (MOU) or proof of pending enrollment. E-Verify is a free Internet-based system to help employers determine employment eligibility of employees and the validity of their Social Security numbers. The link to the Department of Homeland Security's E-Verify webpage is listed below:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1

Within sixty (60) calendar days after the execution of the contract, the Contractor shall: Submit an affidavit that they have complied with the MOU and program requirements, Submit to the County a written record on the authorized employment status of their newly hired employees and those of any sub-contractor(s) currently assigned to the contract.

The Contractor shall submit to the Engineer with request to sublet, the same E-Verify enrollment documentation for each Sub-Contractor, who will perform work in the amount of \$25,000 or more.

The Contractor shall submit a report on a quarterly basis for any calendar quarter in which work is accomplished or upon completion of the project, as appropriate. The reports shall contain the following:

An affidavit showing that they still comply with the MOU and program requirements, A written record on the authorized employment status of any new hires during that period. The written record shall apply to all new hires organization wide, and not just those assigned to the project.

An update on all corrective actions required by the E-Verify program.

The quarterly reports are due on January 20th, April 20th, July 20th and October 20th of each year.

Failure by the Contractor to provide a written record on the authorized employment status of their employees and those of any sub-contractor(s) currently assigned to the contract shall be reason for withholding progress payments until the reports are received.

The cost of preparing and submitting E-Verify reports is incidental to the Contract. The Contractor shall include all related costs in the unit Bid prices of the Contract.

The affidavit form will be provided by the Contracting Agency.

1-07.2 State Taxes

(January 6, 2014)

Section 1-07.2 is revised to read:

The Washington State Department of Revenue has issued special rules on the state sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contracting Agency will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability.

The Contracting Agency may deduct from its payments to the Contractor, retainage or lien the bond, in the amount the Contractor owes the State Department of Revenue, whether the amount owed relates to the Contract in question or not.

Any amount so deducted will be paid into the proper State fund on the contractor's behalf. For additional information on tax rates and application refer to applicable RCWs, WACs or the Department of Revenue's website.

1-07.2(1) State Sales Tax: Work Performed on City, County, or Federally-Owned Land This section including title is revised to read:

1-07.2(1) State Sales Tax: WAC 458-20-171 – Use Tax

For Work designated as Rule 171, **Use Tax**, the Contractor shall include for compensation the amount of any taxes paid in the various unit Bid prices or other Contract amounts. Typically, these taxes are collected on materials incorporated into the project and items such as the purchase or rental of; tools, machinery, equipment, or consumable supplies not integrated into the project.

1-07.4 Sanitation

Section 1-07.4 is supplemented with the following:

(*****)

The Contractor, at a minimum, shall provide and maintain separate portable restroom facilities at all stockpile sites.

The Contractor shall be required to supply at least one portable toilet on the job site at all times when the Contractor has any employees on the job site performing contract work. Portable toilets shall be serviced on a weekly basis.

Compensation for costs incurred to perform the Work described in Section 1-07.4, Portable Toilet Facility, shall be included in payment for other items of Work in the Contract.

1-07.5 Environmental Regulations

1-07.5(3) State Department of Ecology

Section 1-07.5(3) is supplemented with the following: (CCPW 2001)

Sand and Gravel Source Compliance to the Clean Water Act

Each source/supplier of sand and gravel for this project will provide either a current Sand and Gravel Permit number issued by the Washington State Department of Ecology, or a current Application for Coverage, also issued by the Department of Ecology prior to source approval.

1-07.6 Permits And Licenses

Section 1-07.6 is supplemented with the following:

(March 13, 1995)

No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

(February 1, 2007 COV)

Grading Permit

A Grading Permit, or "Letter of Exemption from Grading Permit" if 50 cubic yards or less are being wasted, will be required before any material is hauled off the project.

A separate document is required for each waste site.

When 500 cubic yards or more are being hauled off the project, an Environmental Checklist, available at the City of Vancouver Building and Code Enforcement Division, will be required.

The approximate times required to obtain the various permits and approvals, assuming all required information has been submitted by the Contractor, are as follows:

General Release and Agreement

Effective the day filed with the Engineer.

Grading Permit

15 calendar days after applying or 15 calendar days after publishing of the environmental check list, as applicable. Adverse comment on the environmental checklist may further delay the issuance of the grading permit.

Utility Permit

Seven (7) working days after application submitted.

The Contractor shall make all arrangements and pay all fees to obtain the required document from the City of Vancouver Building and Code Enforcement Division.

Failure on the part of the Contractor to file and receive approval of permits in a timely manner will not be considered for an extension of time.

Section 1-07.6 is supplemented with the following: (CCPW March 2014)

No state, federal or local permits are required or have been issued for this project as shown in the Plans. The Contractor shall not conduct activities that trigger local, state or federal permits throughout the duration of the construction work. If the Contractor's activities trigger the need for permits, the Contractor shall obtain said permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable bid items for the work involved. Copies of these permits are required to be onsite at all times.

(CCPW November 2012)

Work Outside of Project Limits

The project limits are the stationed limits of construction, bounded by right-of-way lines and the limits of all construction easements, slope easements, temporary construction permits and property owner agreements that are required for work to be performed outside the right-of-way lines. The Contractor shall comply with all Federal, State and local ordinances and regulations for all work to be performed outside of the project limits, including the following:

General Release and Agreement

Prior to using any property beyond the project limits, the Contractor shall file a completed General Release and Agreement form for each property with the Engineer. This form may be obtained from the Office of the Engineer. Use of property includes storage for equipment or materials, as a location for a concrete or asphalt plant, as a waste site, or for any other use.

Release from Damages

After completing all work on property beyond the project limits or upon vacating the premises, the Contractor shall file a Release from Damages form for each property, properly executed by the property owner, with the Engineer. This form may be obtained from the Office of the Engineer.

Grading Permit

Any grading done by the Contractor in conjunction with this project that is beyond the project limits, except at any Contracting Agency-provided disposal site, will require either a Grading Permit or a Letter of Exemption from the Department of Community Development. The Contractor shall provide a copy of either document to the Engineer prior to placing any material outside the project limits.

A Grading Permit may be obtained from Community Development. The approval process for the permit will take 90 to 100 calendar days or longer depending on the extent of impacts. Any questions regarding Grading Permits will be answered through Community Development at the address and phone number below:

Clark County

Department of Community Development Engineering Services Division 1300 Franklin Street, First Floor Vancouver, WA 98660 Telephone: (360)-397-2375

Utility Permit

If applicable, the approval process for utility work outside the project limits will require approximately seven (7) working days after the application is submitted.

If the Contractor has not obtained a General Release and Agreement and a Grading Permit, if applicable, prior to commencing work on property beyond the project limits, the Engineer may issue an order to suspend work. The suspension will remain in effect for the affected work or the entire project until all forms have been obtained.

<u>Supplement Section 1-07.6 with this new Sub-Section</u>: (February 1, 2007 COV)

Disposal of Materials

When property outside of the project limits is used for the disposal of materials, whether permanently or temporarily, the Contractor shall furnish the Engineer written agreements between the property owner and the Contractor, and the City of Vancouver Building Department, for the disposal of the material.

The Contractor shall be responsible for acquiring and paying for all permits required for the disposal of the material.

All paper work shall be submitted and approved by the Engineer before any material is placed on private or public property outside of the project limits.

1-07.7 Load Limits

(March 13, 1995)

Section 1-07.7 is supplemented with the following: (******)

If the sources of materials provided by the Contractor necessitate hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

The following only applies to the City of Vancouver, City of Washougal and, City of Camas. In order to effectively perform the work outlined in the project, the Contractor may be operating equipment over the legal weight limit as defined in RCW 46.44.041 and 46.44.042. Per RCW 46.44.150, the City authorizes the Contractor to operate over the legal weight limit for the duration of the contract work with the following conditions:

• Hauling must be related to the City of Vancouver's 2018 Joint City Slurry contract work.

- The "work zone" is considered the street that is being resurfaced as well as the haul route from the stock pile site. This zone will change over the course of the contract, but the stock pile to street location will typically be 2-3 miles or less.
- Contractor equipment shall stay on public streets and utilize arterial roadways as much as possible from the stockpile location to the project site.
- Contractor equipment shall operate under the manufacturer's recommended gross vehicle weight.
- Contractor shall not load or operate their equipment in such a manner that would create a safety issue, including but not limited to overfilled and unsecured loads.

1-07.13 Contractor's Responsibility for Work 1-07.13(4) Repair of Damage

Section 1-07.13(4) is revised to read:

(August 6, 2001)

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.15 Temporary Water Pollution Prevention1-07.15 Spill Prevention, Control and Countermeasures Plan

Section 1-07.15(1) is supplemented with the following:

(*****)

All costs for the SPCC plan shall be included in the unit cost for the bid item Latex Modified Slurry Seal Type II.

1-07.17 Utilities And Similar Facilities

(April 2, 2007)

Section 1-07.17 is supplemented with the following:

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

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

Utility One Call Locate Level 3 Communications 1025

System for Clark County Eldorado Blvd
Telephone: 1-(800) 553-4344 Broomfield, CO
Attn: John Trujillo

Telephone: (720) 888-4465

Century Link City of Vancouver

4501-A NE Minnehaha St.

Vancouver, WA 98661

Public Works – Storm Drainage
4500 SE Columbia Way

Attn: Tyler Wade

Telephone: (360) 699-3718

Comcast 6916 NE 40th St.

Vancouver, WA 98661

Attn: Troy Rabe

Telephone: (971)-801-5604

Integra / Electric Lightwave 18110 SE 34th Street Building One, Suite 100 Vancouver, WA 98683 Attn: Robert Davidson Telephone: (360)558-4189

Clark Public Utilities PO Box 8900 Vancouver, WA 98668-8900

Attn: Ben Jarrell

Telephone: (360) 992-8016

City of Vancouver Public Works – Water 4500 SE Columbia Way Vancouver, WA 98668 Attn: Tyler Clary

Telephone: (360) 487-7130

C-Tran
PO Box 2529
Vancouver, WA 98668
Telephone: (360) 696-4494
City of Washougal
Public Works
2201 C St

Washougal, WA 98671

(360) 835-2662

Vancouver, WA 98668 Attn: Annette Griffy

Telephone: (360) 487-7130

City of Vancouver Water Operations Center 4711 El Fourth Plain Blvd. Vancouver, WA 98661

Attn: Tim Brace

Telephone: (360) 487-8177

City of Vancouver Public Works – Sewer 4500 SE Columbia Way Vancouver, WA 98668 Attn: Eric Schadler

Telephone: (360) 487-7130

City of Vancouver Police Department 605 E Evergreen Blvd Vancouver, WA 98668-1995 Telephone: (360) 696-8292

City of Vancouver Fire Department 7110 NE 63rd

Vancouver, WA 98661 Telephone: (360) 892-4323

NW Natural Gas 6600 NE 112th CT Suite 101 Vancouver, WA 98662

Attn: Gary Nault

Telephone: (360) 571-5465

Camas Public Works 1620 SE 8th Ave Camas, WA 98607

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City of Washougal 1701 C Street Washougal, WA 98671 (360) 817-1560 Telephone: (360) 835-8501

1-07.18 Public Liability and Property Damage Insurance –Delete this section in its entirety and replace it with the following:

(January 4, 2016 APWA)

1-07.18 Insurance

1-07.18(1) General Requirements

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

- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums

in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

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

1-07.18(2) Additional Insured

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

 The Contracting Agency and its officers, elected officials, employees, agents, and volunteers.

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

\$1,000,000 Each Occurrence \$2,000,000 General Aggregate

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

\$1,000,000 Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

1-07.18(5)D Excess or Umbrella Liability

(January 4, 2016 APWA)

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than \$1 million each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

1-07.23 Public Convenience And Safety

(*****)

C-Tran Supervisor of Operations, Larry Ham, shall be notified 48 hours in advance when construction might cause a delay or block access to a bus stop or pull out; (360) 906-7438.

Contractor shall schedule work to not conflict with refuse and recycling pickup days.

☐ Waste Connections 360-892-5370

1-07.23 (1) Construction Under Traffic

(January 2, 2012)

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

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's

operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

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

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

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

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

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

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

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

Minimum Work Zone Clear Zone Distance

(*****)

"No Parking – Tow Away Zone" signs shall be placed a full 48 hours prior to street closure to enable the Contracting Agency to tow vehicles out of the construction zone if necessary. The dates and, if applicable, times shall be posted on the signs. If these signs are not placed a full 48 hours in advance of the work, the Contracting Agency will not be able to tow parked cars out of the project area until 48 hours has passed.

Temporary Road Closures

Section 1-07.23 is supplemented with the following:

(*****)

The City Public Works Directors and the County Engineer or designated authority will, on the day that slurry is to be applied, declare those sections of road a Construction Zone and temporarily close said roads for up to twelve (12) hours.

(*****)

Notifications

Notifications shall be given to all affected agencies and services including but not limited to the U.S. Postal Service, garbage services, recycling services, affected school districts, and C-Tran (for work affecting their operations).

Notification shall be given to fronting properties twice: seven calendar days before the work is scheduled, and then (a second time) twenty-four hours to forty-eight hours prior to beginning work on a given street.

The agencies will furnish notification tags to the Contractor. The Contractor shall properly date stamp the tags, and distribute them as outlined above.

In addition, "No Parking – Tow Away Zone" signs shall be provided by the Contractor and shall be placed as directed by the Engineer. Proper notification and signing is required to enable the agency to tow vehicles. The Contractor shall provide the necessary notification and signing and coordinate with each Agency individually to determine the specific procedures required to tow in that jurisdiction.

If the work is not done as planned, the Contractor shall provide written notice to the fronting properties that normal use of the street is allowed until further notice.

The Contractor is encouraged to furnish his own (supplementary) notice to fronting owners. This notice could include pertinent information not covered on the agencies tags, such as: Instruction to drivers to exercise care when driving (the first few days) on newly applied seal coat when it is still "tender", etc.

The Contractor will be required to provide ingress and egress to driveways and side streets at all times, except for short-term closures as required by the work.

The Contractor shall not deviate from the above requirements unless he has requested the deviation in writing and the Engineer has provided written approval.

The Engineer shall approve all flyers before distribution. No new work will begin, nor will new sections be available to the Contractor, until the notification period has elapsed.

1-07.24 Rights Of Way

(October 1, 2005 APWA)

Section 1-07.24 is revised to read as follows:

(October 1, 2005 APWA)

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

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

Whenever any of the work is accomplished on or through property other than public right of way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer. Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract.

The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

Add the following section:

1-08.0(1) Preconstruction Conference (February 1, 2007 COV) BID 18-7: 2018 Joint Agency Slurry Seal Project Special Provisions Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

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

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

- 1. A breakdown of all lump sum items;
- 2. A preliminary schedule of working drawing submittals; and
- 3. A list of material sources for approval if applicable.
- 4. 5 copies of the progress schedule;
- 5. 3 copies of traffic control plans;
- 6. 3 copies of the Spill Prevention, Control, and Countermeasures Plan;
- 7. 3 copies of the Temporary Water Pollution/Erosion Control Plan, based on staging provided by the Contractor
- 8. Updated list of subcontractors if different from that submitted with bid;
- 9. Weighted wage rates for all employee classifications anticipated to be used on Project;
- 10. Name and credentials of the Traffic Control Supervisor;
- 11. Name and credentials of the Erosion and Sediment Control Lead.

1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

(*****)

A subcontractor or lower tier subcontractor will not be permitted to perform any work under the contract until the following document has been completed and submitted to the Engineer:

1. Request to Sublet Work (WSDOT Form)

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

1-08.1(1) Subcontract Completion and Return of Retainage Withheld

(June 27, 2011)

Section 1-08.1(1) is revised to read:

The following procedures shall apply to all subcontracts entered into as a part of this Contract:

Requirements

- 1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten (10) days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.
- 2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
- 3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.
- 4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
 - a. Withholding of payments until the Prime Contractor or Subcontractor complies
 - b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation
 - c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
 - d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

Conditions

This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

Payment

The Contractor will be solely responsible for any additional costs involved in paying retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.

1-08.3 Progress Schedule

1-08.3(1) General Requirements

Add the following to the list in the first paragraph:

(*****)

7. Include work to be done by utility companies and/or their contractors identified in Section 1-07.17.

Section 1-08.3 is supplemented with the following:

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

Section 1-08.3(2)A is revised to read:

(March 13, 2012 APWA)

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

The following only applies to Clark County: (CCPW January 2016)

The Contractor shall submit weekly schedules for review and approval by the Engineer, no later than 7 calendar days prior to the start of work. Each weekly schedule shall include a table listing the streets where work will occur with corresponding map number and a map with the street highlighted. An example schedule will be provided by Clark County at the Preconstruction Conference. Schedules will not be approved for streets that conflict with the refuse or recycling collection day. Schedules for placement of Slurry Seal shall use a production rate less than 18,000 square yard (SY) of production per day, per crew. Production rates greater than 18,000 SY of material per day, per crew, may be approved at the discretion of the Engineer, based on observed production rates in the field.

1-08.4 Prosecution of Work

Section 1-08.4 including title is revised to read:

1-08.4 Notice to Proceed and Prosecution of Work (******)

1-08.4 Notice to Proceed and Prosecution of Work

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.

Section 1-08.4 is supplemented with the following:

(CCPW November 2010)

Order of Work

Unless otherwise approved by the Engineer, the Contractor shall complete the work in accordance with the construction phasing plans, the Special Provisions **CONSTRUCTION UNDER TRAFFIC** and **TIME FOR COMPLETION**, and the following:

***Slurry on Clark County roads shall be done in sequential order as listed in the project lists and maps (e.g., Map A before Map B, Map B before Map C, and so forth), unless adjusted and approved by the Contracting Agency. The Contracting Agency reserves the right to revise the order of work as listed in order to coordinate work with available County forces and other projects. ***

The following only applies to Clark County:

(CCPW November 2012)

Progress Meetings

The Contractor shall schedule and attend progress meetings between the Contractor's supervisory personnel and the Engineer. The meeting frequency shall be weekly unless otherwise directed by the Engineer. The Contractor shall furnish an ADA-compliant site for these meetings.

1-08.5 Time For Completion

Section 1-08.5 is supplemented with the following:

(*****)

Slurry seal work shall not start prior to July 5, 2018 in Clark County, Camas, and Washougal. Slurry Seal work shall not start prior to July 30, 2018 in Vancouver.

Slurry seal work on Clark County's street list shall be completed by July 20, 2018. Slurry seal work on Vancouver's, Camas's, and Washougal's street list shall be completed by August 24, 2018.

Work shall begin following the Notice to Proceed as stated in section 1-08.4, but not sooner than the calendar dates established above.

All calendar days including Saturday, Sunday, and holidays will be considered working days, regardless of weather conditions. Working days and calendar days will be used interchangeably in these Specifications.

The Contracting Agency anticipates that the Contractor will continue to work during adverse weather conditions. The Contractor shall schedule the work to minimize the effects of adverse weather. The work site shall be protected from the effects of adverse weather and other measures

shall be taken so that the work can be completed by the date established above. The cost of protecting the project site from the effects of adverse weather or any other measures taken to expedite the work shall be included in the unit bid prices for the work involved.

The third paragraph of Section 1-08.5 is revised to read as follows:

(February 1, 2007 COV)

Contract time shall begin on the first calendar day following the Notice to Proceed Date. The Contract Provisions may specify another starting date for contract time, in which case, time will begin on the starting date specified.

The sixth paragraph of Section 1-08.5 is revised to read:

(CCPW August 2016)

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

- 1. The physical work on the project must be complete; and
- 2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
- a. Certified Payrolls (per Section 1-07.9(5)).
- b. Material Acceptance Certification Documents
 - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
- d. Final Contract Voucher Certification
- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. Property owner releases per Section 1-07.24

<u>Section 1-08.5 is supplemented with the following:</u>

(February 1, 2007 COV)

If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Work Restrictions

Section 1-08.5 is supplemented with the following:

(*****)

Work Restrictions

Work will only be allowed from Monday to Friday 7:00 A.M. to 10:00 P.M. and Saturday from 7:00 A.M. to 10:00 P.M. No work shall occur on a Sunday, holiday or outside the above listed hours.

Approval from the Engineer is required, if a Contractor desires to perform work on holidays or Sundays; or outside the above listed hours on any day. The Contractor shall apply in writing to the Engineer for such approval, no later than three working days prior to the day for which the Contractor is requesting permission to work.

The City of Vancouver requires an approved noise variance issued by the City's Community Development department. A minimum of 4 weeks from request to variance approval is required to perform work outside of the hours listed above within the City limits. Clark County requires a permit issued through their Community Development department for work outside of the hours listed above as part of the Traffic Control Plan approval process.

The 2018 Bike-Around-Clark County event will be on August 18, 2018. Because of the event, no work shall occur on August 18, 2018 unless otherwise approved by the Engineer. In the City of Vancouver, SE Westridge Blvd is located on the event route. No slurry sealing shall be allowed on SE Westridge Blvd from August 13, 2018 to August 18, 2018.

(*****)

For slurry seal on this project, the Contractor will <u>not be permitted</u> to place slurry material after the hour of 2:30 PM. Permission to work outside these hours may be granted on a case-by-case basis upon application to the Engineer for the specific agency where the work will occur. The Contractor has full responsibility for confining his operations to these hours and obtaining any needed waivers. The Contractor shall place slurry material to allow the road or street to be opened to traffic by no later than 5:00 PM unless approved by the Engineer.

1-08.7 Maintenance During Suspension

(October 1, 2005 APWA)

The second paragraph of Section 1-08.7 is revised to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public use during suspension (as required in Section 1-07.23 or the Special Provisions). This may include a temporary road or detour.

The fourth paragraph of Section 1-08.7 is supplemented with the following: (CCPW January 2006)

The Stormwater Pollution Prevention Plan (SWPPP) plan shall be in effect throughout any suspension period, and the Contractor shall maintain the erosion and sediment control even if the Contracting Agency is performing the routine maintenance work on other items.

1-08.9 Liquidated Damages

(August 14, 2013 APWA)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in

BID 18-7: 2018 Joint Agency Slurry Seal Project

Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

(*****)

Liquidated damages for these contracts will be calculated using the formula in the Standard Specifications. For all contracts, the variable "T" will be 40 days.

1-09 MEASUREMENT AND PAYMENT

1-09.1 Measurement Of Quantities

(February 1, 2007 COV)

Section 1-09.1 is supplemented with the following:

The percentage of lump sum work completed, and payment will be based on the cost percentage breakdown of the lump sum bid prices submitted at the preconstruction conference.

Quantity volumes measured in the hauling vehicle will be handled as follows: Each truck shall be clearly numbered, to the satisfaction of the Engineer, and there shall be no duplication of numbers.

Each truck to be used for the work will be measured by the Engineer to determine the volume.

Duplicate tally tickets shall be prepared to accompany each truckload of material delivered to the project. The tickets shall include the following information:

- 1. Truck number
- 2. Quantity and type of material delivered in cubic yards
- 3. Drivers name, date and time of delivery
- 4. Location of delivery, by street and stationing on each street
- 5. Place for the Engineer to acknowledge receipt
- 6. Pay item number
- 7. Contract number

It shall be Contractor's responsibility to see that a ticket is given to the Engineer on the project for each truckload of material delivered. Pay quantities will be prepared on the basis of said tally tickets.

The Engineer will check loads as required to verify the quantity shown on the ticket is representative of the quantity delivered.

Quantities measured by the ton will be handled as follows:

Each truck shall be clearly numbered to the satisfaction of the Engineer and there shall be no duplication of numbers.

Duplicate tickets shall be prepared to accompany each truckload of material delivered to the project. The tickets shall bear at least the following information:

- 1. Truck number
- 2. Truck tare weight (stamped at source)
- 3. Gross truck load weight in tons (stamped at source)
- 4. Net load weight (stamped at source)
- 5. Driver's name, date, and time of delivery
- 6. Location for delivery by street and stationing on each street
- 7. Place for the Engineer to acknowledge receipt
- 8. Pay item number
- 9. Contract number

It shall be the Contractor's responsibility to see that a certified weight ticket is given to the Engineer on the project at the time of delivery of materials for each truckload delivered.

Pay quantities will be prepared on the basis of said tally tickets, delivered to Engineer at time of delivery of materials. Tickets not receipted by the Engineer will not be honored for payment.

1-09.9 Payments

(March 13, 2012 APWA)

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

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

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

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

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are

tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment. The value of the progress estimate will be the sum of the following:

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

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

- 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 2. The amount of progress payments previously made; and
- 3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

The fifth paragraph of 1-09.9 is revised to read as follow:

(February 1, 2007 COV)

Upon completion of all work and after final inspection (Section 1-05.11), the amount due the Contractor under the contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Payment Request Certification signed by the Contractor. Such Certification shall be deemed a release of all claims by the Contractor unless a claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Payment Request Certification. For projects over \$300,000, the date of acceptance by the Vancouver City Council constitutes the final acceptance date and for projects of \$300,000 or less, the date of acceptance by the Project Manager constitutes the final acceptance date (Section 1-05.12).

The sixth paragraph of 1-09.9 is revised to read as follows: (February 1, 2007 COV)

If the Contractor fails, refuses, or is unable to sign and return the Final Payment Request Certification or any other documentation required for completion and final acceptance of the contract, the Contracting Agency reserves the right to establish a completion date (for the purposes of meeting the requirements of RCW 60.28) and unilaterally accept the contract. Unilateral final acceptance will occur only after the Contractor has been

provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a completion date and unilateral final acceptance will be provided by certified letter from the Engineer to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the certified letter is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Payment Request Certification shall constitute the completion date and final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the contract will apply to contracts that are physically completed in accordance with Section 1-08.5, or for contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal or local laws, ordinances, and regulations that effect the work under the contract.

1-09.11 Disputes and Claims1-09.11(3) Time Limitation and Jurisdiction

Section 1-09.11(3) is revised to read:

(July 23, 2015 APWA)

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13 Claims Resolution

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

(October 1, 2005 APWA) Section 1-09.13(3) is revised to read as follows:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11, and not resolved by nonbinding ADR processes under 1-09.13(2), shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration

(July 23, 2015 APWA)

The third paragraph of Section 1-09.13(3)A is revised to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

Administration of Arbitration

(February 1, 2007 COV)

The first sentence in the third paragraph of Section 1-09.13(3)A is revised to read as follows:

In the event that the Contracting Agency and the Contractor mutually agree in writing to resolve the claim through binding arbitration, they shall likewise agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as the basis for decisions.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

Section 1-10.1 is supplemented with the following: (******)

See Section 1-07 for additional signing and notification requirements.

1-10.2 Traffic Control Management

1-10.2(1) General

(January 8, 2016)

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

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

The Northwest Laborers-Employers Training Trust 27055 Ohio Ave. Kingston, WA 98346 (360) 297-3035

Evergreen Safety Council

12545 135th Avenue NE Kirkland, WA 98034-8709 1-800-521-0778 or (425) 814-3930

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

1-10.2(1)B Traffic Control Supervisor

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

(*****)

The TCS shall not operate slurry seal machinery.

1-10.2(2) Traffic Control Plans

Section 1-10.2(2) is supplemented with the following:

(February 1, 2007 COV)

The Contractor shall be responsible for preparing and submitting Traffic Control Plans (TCP's) for approval by the Engineer for situations that arise due to Contractor's specific work plan and order of work. When the signing plan for a particular area is provided as detailed on one or more of the figures included in the "Manual on Uniform Traffic Control Devices" (MUTCD) without modification, the Contractor may specify the location and identify the MUTCD figure to be followed, and need not redraw the plan. When this procedure is used, the Contractor shall specify variable distances such as minimum length of taper. The spacing proposed for barricades and cones shall also be specified. When the Contractor's proposed signing requires modification of the MUTCD figures, or development of a special plan, the Contractor shall provide a complete plan for approval.

Any TCP that includes lane closures on streets with two or more lanes in one direction shall include Sequential Arrow Signs.

1-10.3 Traffic Control Labor, Procedures And Devices

1-10.3(3) Traffic Control Devices

1-10.3(3)A Construction Signs

(February 1, 2007 COV)

Section 1-10.3(3)A is supplemented with the following:

Barricades shall be reflectorized, as specified in Part VI of the MUTCD, using 3M diamond grade or equivalent approved by Engineer. Barricades shall be equipped with flashers.

1-10.3(3)C Portable Changeable Message Sign

Section 1-10.3(3)C is supplemented with the following: (******)

The Contractor shall install and run Portable Changeable Message Signs (PCMS) for a minimum of three (3) days prior to the start of street work, and shall run the PCMS throughout the duration of the work on that roadway.

The operation of the PCMS sign shall meet the requirements of the MUTCD, including Section 6F.55. The Contractor shall submit the specific message of the PCMS sign to the Engineer for approval at least three (3) days prior to operating the sign. The specific message shall be agreed upon by the Engineer prior to operation.

1-10.4 Measurement

1-10.4(2) Item Bids with Lump Sum For Incidentals

The second paragraph of Section 1-10.4(2) is revised with the following:

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(*****)
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Flaggers will be measured by the hour for each person flagging for slurry seal operations. Labor for the setup and removal of Class B signs and traffic control devices will not be measured as part of this bid item.

The sixth paragraph of Section 1-10.4(2) is revised with the following:

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(*****)
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Portable changeable message signs will be measured per each for signs used on the project. The final pay quantity shall be the maximum number of signs in place at any one time as approved by the Engineer.

1-10.5 PAYMENT

1-10.5(2) Item Bids With Lump Sum for Incidentals

Section 1-10.5(2) is supplemented with the following: (******)

"Portable Changeable Message Sign", per each.

The unit contract price, when applied to the number of units measured for this item in accordance with section 1-10.4(2) shall be full compensation for all costs of labor, materials, and equipment incurred by the contractor in procuring, transporting, operating, maintaining, and removing all portable changeable message signs required for the project.

Labor for property owner notifications shall be included in the unit costs for the bid items Latex Modified Slurry Seal Type ". The Department of Labor and Industries has not

established a labor classification for this category of work. The Contractor shall abide by state law with respect to minimum wage.

SURFACE TREATMENTS AND PAVEMENTS

5-02 BITUMINOUS SURFACE TREATMENT

DESCRIPTION

The following is added to Section 5-02.1:

(*****)

5-02.1(4) Slurry Seals

Work shall consist of applying Latex Modified Slurry Seal to sections as shown in the Project List. Slurry seals shall be placed over existing pavements. The limits of slurry seal work (as listed on the Project List) will be marked in the field by the Engineer.

The slurry seal shall consist of a mixture of emulsified asphalt, mineral aggregate and water which has been properly proportioned, mixed and spread evenly on the designated surface and as directed by the Engineer. The cured slurry seal shall have a homogeneous appearance, fill all cracks, adhere firmly to the surface and have a skid resistant texture.

MATERIALS

Section 5-02.2 is supplemented with the following:

(*****)

Slurry Seal

Asphalt: The asphalt emulsion for slurry seal shall be a Quick Setting type LM-CQS-1H emulsified asphalt and shall conform to the following requirements:

Properties	Limits
Viscosity at 77 F., Saybolt-Furol, sec. (undiluted)	15-100
Residue by Distillation, %	62 min.
Sieve Test, Retained on 20 Mesh, %	0.10 max.
Particle charge, Electroplate	Positive
Softening point (ring & ball) degrees F	130 min.
Penetration at 77 F., 100 g., 5 sec.	40-80
Ductility at 75 F., cm/min	25 min.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design.

Polymer Latex: The emulsified asphalt shall be homogeneous and polymer modified. Polymer shall be co-milled with the emulsion solution containing a minimum of 3.0% latex solids content based on residual bitumen weight content, certified from the emulsion supplier for each load, along with any special quick-setting emulsifier agents.

Mineral Filler: Mineral filler, for example, portland cement, hydrated lime, limestone dust, flyash or other <u>approved</u> filler, if required by the mix design, shall meet the requirements of ASTM D242. The type and amount, if necessary, shall be determined by the mix design.

Water: All water used with the slurry mixture shall be potable, reasonably free from oil, dirt, silt and harmful salts. The Contractor shall ensure that the water planned for use shall be compatible with the slurry mix. If the contractor elects to obtain water from city fire hydrants, the contractor shall obtain, install and use an approved construction water meter and pay such fees and service charges as are normally charged by the city's utilities department.

Additives: Any material added to the slurry mixture or any of the component materials shall be approved by the Engineer prior to use, and the Contractor shall furnish a statement describing the additive, its purpose and quantity to be used.

The quantities of additives shall be initially predetermined by the mix design and field adjustments, if required, shall be approved by the Engineer. Liquid retardant (used with the Quick Set Emulsion) shall only be used if needed to improve workability of the mix.

Aggregate: The mineral aggregate used shall be manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is totally crushed, 100 percent of the parent aggregate will be larger than the largest stone in the gradation to be used. The aggregate shall meet the following test requirements:

Los Angeles Wear, 500 REV (ASTM Designation C131)	30% max.
Sand Equivalent (ASTM D2419)	65 min.
Degradation Factor (WSDOT Test Method No. 113)	30 min.
Soundness (ASTM C88)	15% max. using Na ₂ SO ₄ or 25% using MgSO ₄

The finished product shall be clean, uniform in quality and free from wood, bark, roots and other deleterious materials.

It may be necessary during stockpiling to add blending sand or filler to improve the grading of the mineral aggregate. For this purpose only, crushed fines from the aggregate source may be used but only in the minimum amount needed for optimum mix design and workability.

When tested in accordance with ASTM Designation D2419, the total aggregate blend shall have a sand equivalent of not less than 65. The aggregate shall consist of 100% crushed rock. The combined mineral aggregate including blending sand and fillers, but not Portland cement, shall conform to the following grading limits as noted in the bid items.

Sieve Size	Percent Passing/TYPE II	Percent Passing/TYPE III
3/8	100	100
No. 4	90-100	70-90
No. 8	65-90	45-70
No. 16	45-70	28-50
No. 30	30-50	19-34
No. 50	18-30	12-25
No. 100	10-21	7-18
No. 200	5-15	5-15

Residual Asphalt

% by Weight of Dry Aggregate 7.5-13.5 Type II 6.5-12.0 Type III

(*****)

Testing: Gradation and Sand Equivalent shall be performed at a minimum rate of one per day. The Contractor or Supplier is encouraged to test more frequently as needed for quality control. Testing for ASTM C88 and ASTM C131 shall be done at the start of aggregate production and every 5000 tons thereafter. Test results shall be provided to the Engineer by end of the next working day.

Mix Design: Agency approval of mix design required prior to commencing notifications and production. Agency review requires a minimum of 14 calendar days from date of submittal of a signed original mix design. The mix design shall be developed using the specific materials for this project. Previous mix designs shall not be accepted unless authorized by the Engineer. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.

The design shall be performed in accordance with International Slurry Surfacing Association (ISSA) Technical Bulletin No. 111 "Outline Guide Procedure for Slurry Seal". The mix

design shall be developed such that the treated area will be opened to traffic within 2 to 3 hours after placement of the slurry seal mixture.

The following laboratories are pre-approved for performing the mix design:

Petroleum Sciences Akzo Nobel Chemicals Inc.
North 4817 Freya #3 (UPS) Asphalt Applications

P.O. Box 6304 281 Fields Lane

Spokane, WA 99207 Brewster, New York 10509

(509) 489-1758 ((845) 276-8329

Contact: Bob Dunning Contact: Stephanie Hogendoorn

Other laboratories may be approved by the Engineer if they have the capability to perform the required tests and demonstrate satisfactory experience performing slurry seal mix designs.

As a minimum, the mix design report shall include the following information:

Aggregates:

Results of Quality tests (Los Angeles Wear, Sand Equivalent, etc.)

Gradation

Asphalt:

Results of Specification tests

Design quantity as a percentage by weight of dry aggregate

Certificate of Compliance for emulsion

Water:

Percentage by weight of dry aggregate (Report design quantity and minimum and maximum limits)

Mineral Filler (if necessary):

Type to be used

Percentage by weight of dry aggregate (Report design quantity and minimum and maximum limits)

Additives (if necessary):

Type to be used and a statement describing its purpose.

Percentage by weight of dry aggregate (Report design quantity and minimum and maximum limits)

Results of Tests on Slurry Seal Mixtures:

ISSA Test	Description	Specification

No.		
ISSA TB106	Slurry Seal Consistency	2-3 cm
ISSA TB 139	Wet Cohesion 30 Minutes Min (Set)	12 kg-cm Min
	Wet Cohesion 60 Minutes Min	20 kg-cm Min (or near spin)
ISSA TB 109	Excess Asphalt by LWT Sand Adhesion	50g/sq. ft. Max
ISSA TB 114	Wet Stripping	Pass (90% Min)
ISSA TB 100	Wet-Track Abrasion Loss, One-hour Soak	≤ 75 grams/sq. ft.
	Wet-Track Abrasion Loss, Six-day Soak	(Report for information only)
ISSA TB 113	Mix Time*	Controllable to 180 Seconds Minimum
ISSA TB 115	Determination of Slurry System Compatibility	Pass
ASTM C29/AASHT O T19	Bulk Density Test Set	For information only

^{*} The mixing test and set time test should be done at the highest temperatures expected during construction.

The laboratory report shall include the quantitative effects of moisture content on the unit weight of the aggregate. In addition to the laboratory report, abraded and unabraded slurry test samples shall be submitted by the contractor from the Wet Track Abrasion Test.

CONSTRUCTION REQUIREMENTS

Section 5-02.3 is supplemented with the following:

(*****)

The Contractor shall have a representative authorized to make decisions for the slurry seal operation to be on-site at all times during work activities.

5-02.3(12) Slurry Seals

(*****)

General: All equipment and associated tools used in the placement of slurry seal shall be maintained in satisfactory working condition at all times. Descriptive information on the

slurry mixing and applying equipment to be used shall be submitted by the Contractor to the Engineer not more than two days following award of the contract.

The Contracting Agency will review the descriptive information and will advise the Contractor within 5 days regarding approval. Approval of the equipment will be based on its reliability and capability for completing the work satisfactorily without undue delay.

Slurry Mixing Equipment: The slurry mixing machine shall be a continuous flow, truck mounted, mixing unit, and be capable of delivering accurately to the mixing chamber a predetermined proportion of aggregate, water and emulsified asphalt, and discharging the thoroughly mixed product on a continuous basis. The aggregate shall be pre-wetted immediately prior to mixing with emulsified asphalt. The mixer-blender of the mixing machine shall be capable of thoroughly blending all ingredients together with no violent mixing occurring.

The mixing machine shall be equipped with an approved fines feeder that provides an accurate metering device or method of introducing a predetermined amount of Portland cement into the mixer-blender at the same time and location that the aggregate is fed. This fines feeder shall be used to add Portland cement to initiate and control setting of the slurry mixture. The slurry machine shall have a struck-off aggregate storage bin capacity of not less than seven cubic yards.

The mixing machine shall be equipped with a water pressure system and fog type spray bar adequate for uniform fogging of the surface immediately ahead of the slurry spreading equipment.

The aggregate feed to the mixer shall be equipped with a revolution counter so that the amount of aggregate used may be determined at any time. The emulsified asphalt pump shall be of the positive displacement type and shall be equipped with a revolution counter or meter so that the amount of asphalt used may be determined at any time. The water pump for dispensing water into the mixer-blender shall be equipped with a meter, which will read-out in total gallons. The water line into the mixer-blender shall be equipped with a minimum of two valves. One valve shall establish the required water flow and the other valve shall be a quick acting valve to start and stop water flow. The controls for proportioning each material to be added to the mix shall be calibrated and properly marked. They shall be accessible for ready calibration and so placed that the Engineer may determine the amount of each material used at any time.

The slurry-mixing machine shall be equipped with a "fifth wheel" type odometer that will measure the total feet traveled.

The Contractor shall have two fully operational mixers for use at the project site at all times. The Contractor shall have immediate access to backup equipment in case of equipment problems.

Each machine shall have an automated system capable of automatically sequencing in all raw materials to ensure a constant slurry mixture. The machine shall be capable of mixing the materials in four minutes and shall be capable of a minimum speed of 60 feet per minute. During placement of the slurry, the equipment shall not exceed 180 feet per minute.

The Contractor shall allow the Engineer to use the recorders and measuring facilities of the slurry seal unit to determine application rates, asphalt emulsion content, mineral filler and additive quantities for a single load.

The Contractor shall be responsible for checking stockpile moisture content and shall set the machine accordingly to account for aggregate bulking. The Contractor shall submit a plan for monitoring all dry materials at the pre-construction conference.

Slurry Spreading Equipment: Attached to the mixing machine shall be a mechanical type spreader box capable of applying slurry mixture evenly over the surface. The box shall be equipped with flexible material in contact with the surface on the front, middle and sides to prevent loss of slurry and on a back as a squeegee to strike-off the slurry. It shall be maintained and adjusted so as to prevent the loss of slurry on varying grades and crowns and to assure uniform spread.

The box shall be kept clean, and build-up of asphalt and aggregate in the box shall not be permitted. The use of a burlap or other acceptable drag may be required by the Engineer to obtain the desired texture. If a drag is used, it shall be washed or replaced as necessary to ensure that slurry mix accumulations do not cause scores or streaks.

Cleaning Equipment: A vacuum sweeper with blowers, water flushing equipment, and hand brooms shall be provided for cleaning the surface and cracks of the existing pavement as needed or required by the Engineer.

Auxiliary Equipment: Hand squeegees, hand drags, shovels, an asphalt distributor and other equipment shall be provided as necessary to perform the work. Containers shall be required for disposal of waste slurry.

Stockpiling of Aggregate: Precautions shall be taken to ensure that a stockpile does not become contaminated with oversized rock, clay or silt or collect excessive amounts of moisture. The stockpiles shall be placed in an area that drains readily. Segregation of the aggregate will not be permitted. Any contamination or segregation due to stockpiling activities will be cause for rejection.

Asphalt Storage: Any emulsified asphalt storage used by the Contractor shall be suitable with the storage container constructed so as to prevent water from entering the asphalt. An acceptable heating system shall be provided if necessary to prevent the emulsified asphalt from freezing, but the asphalt shall not be heated to a temperature greater than 130 F.

Calibration: Each mixing unit to be used in performance of the work shall be calibrated prior to construction. Calibration procedures and forms shall be per the most current version of the ISSA

High Performance Slurry Systems Inspectors Manual. The Engineer shall be notified a minimum of three business days prior to the calibration. The documentation shall be submitted to the Engineer and shall include an individual calibration of each material at various settings, which can be related to the machines metering devices. No machine will be allowed to work on the project until the calibration has been completed and accepted by the Engineer.

Test Strip: Test Strips shall be made by each machine after calibration and prior to construction. The test strip shall be 500 feet to 750 feet long and shall consist of all the application courses specified. The test strip shall be constructed at the same time of day or night that the full production will be applied and may be constructed in two days or nights when multiple course applications are specified.

The Engineer will evaluate the completed test strip after 24 hours of traffic to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable the test strip will be rejected, the Contractor shall make modifications and a new test strip shall be constructed. Test strips which have been rejected by the Engineer shall be paid for by the Contractor and shall be considered part of the contract work. If ordered by the Engineer test strips rejected by the Engineer shall be removed and shall be at the Contractor's expense. The Engineer will determine how many test strips will be allowed. Upon acceptance of the test strip by the Engineer the rest of the remaining portions of work may be installed.

Composition of Slurry Mixture: The amount of emulsified asphalt to be blended with the aggregate shall be that as recommended by a laboratory analysis and subject to final adjustment in the field on the basis of a test section on a nearby surface off the pavement to be covered. The minimum amount of water shall be added as necessary to obtain a fluid and homogeneous mixture.

The mixture supplied to the project shall be within the following tolerances, after the design mix has been established:

Passing U.S. No. 4 and larger	+/- 7% (1)
sieves	
Passing U.S. No. 8 to U.S. No.	+/- 4% (1)
100 Sieve	
Passing U.S. No. 200	+/- 4% (1)
Residual Asphalt (by extraction)	+/- 0.6% (2)
Mineral Filler	+/0 1.0% (3)

- 1. The aggregate gradation must always fall within the broadband specifications for Type II or Type III.
- 2. The Engineer may adjust the asphalt emulsion during construction to account for the amount of asphalt absorbed by the pavement.
- 3. This allowable variation is subject to the reported minimum and maximum values in the mix design.

Rate of Application: The slurry seal mixture shall be of proper consistency at all times so as to provide the application rate required by the surface condition.

The average application rate for Type II Slurry on streets shall be 11-14 lb./sq. yd.

Contractor shall supply truck tickets along with Sq/Yd's placed to insure the above specifications are met.

Tolerances: Tolerances for individual materials as well as the slurry seal mixture are as follows:

- a) After the designed residual asphalt content is determined, a plus or minus one percentage point variation will be permitted.
- b) The percentage of aggregate passing each sieve shall be within stockpile tolerance range as stated.
- c) The percentage of aggregate passing shall not go from the high end to the low end of the specified range on any two successive sieves.
- d) The slurry consistency shall not vary more than +/- 0.5 cm from the job mix formula after field adjustments.

Weather Limitations: Slurry may be applied when the pavement and air temperature is above 55 degrees F. and rising. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time (2-3 hours). The Contractor will use his judgment in deciding whether to place slurry in the event that rain is forecast. Any slurry damaged by rainfall shall be corrected by the Contractor.

Surface Preparation: The contractor shall remove pavement markings as described in Section 8-22 and remove raised pavement markers as described in Section 8-09. Immediately prior to applying the slurry, the surface shall be cleaned thoroughly of all loose material, silt spots, vegetation, and other objectionable matter. A vacuum sweeper unit shall be used for all street cleaning. Kick brooms will not be allowed for final, pre-treatment sweeping. A hand-held blower-type unit shall be allowed at the discretion of the Engineer. Dust shall be controlled during street cleaning by sprinkling the surface with water (if necessary) as directed by the Engineer. The Engineer shall give the final approval of the surface.

The Contractor shall, as a part of placement of the slurry upon the roadway, protect and cover catch basins, inlets, manhole lids, utility valve boxes, and survey monument boxes. All of the items will be free of slurry and available for easy access. The method of protection shall be approved by the Engineer prior to installation. The protective coverings shall be removed within 24 hours after the slurry has cured. All costs incurred by the Contractor in necessary protective measures shall be included in the unit Contract prices for the various Bid items of Work involved.

If the slurry is to be placed over a brick or Portland cement concrete surface, a highly absorbent asphalt surface, or over an asphalt surface where the exposed aggregate has become polished and slick, a tack coat of emulsified asphalt of the same type and grade

specified for the slurry and diluted with water (one part water to one part asphalt by volume) shall be applied. The tack coat shall be applied with an asphalt distributor with the normal application rate being from 0.05 to 0.10 gallons per square yard of diluted emulsion. The Engineer shall give final approval to the rate of application.

The agencies or their designee will perform all deep patching, leveling and adjustment of utilities in advance of the slurry operation.

Application of Slurry Mixture: Pre-wetting immediately in advance of the slurry application shall only be done if the street is dry. Pre-wetting with a water fog spray shall be allowed only at the direction of the engineer. The contractor shall take precautions so that there is no free water on the street when the slurry is placed.

The slurry mixture shall be placed upon the damp surface and shall have a thick, creamy consistency and shall be relatively free flowing. Once the proper consistency is obtained, changes in proportioning of the various component materials of the mixtures shall be held to a minimum.

The slurry mixture shall be spread curb to curb to fill cracks and minor depressions and will have a uniform non-skid surface. The slurry mixture shall be applied over speed cushions and speed bumps when present. The slurry shall be placed with a spreader box except in these inaccessible areas where hand spreading may be required. A hand drag may be required in areas of hand spreading to give the same texture as the machine spread surface.

The total time of mixing in the mixer-blender shall not exceed four minutes. A sufficient amount of slurry shall be carried in all parts of the spreader box at all times so that complete coverage is obtained. No lumping, balling, or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate fines from the coarse aggregate will be permitted. If oversized aggregate or foreign matter appears in the slurry mixture, slurry placement shall be discontinued and the aggregate re-screened to remove these materials. Streaks such as those caused by oversized aggregate shall be corrected and not left in the finished slurry surface. Excessive breaking of the emulsified asphalt in the spreader box will not be allowed and adjustments in the amount of setting agent shall be made to correct this problem.

Neither excessive build-up nor unsightly appearance shall be permitted on longitudinal or transverse joints. All transverse joints shall be squared-off and the slurry mix removed and deposited in a container suitable to the Engineer, or placed outside the pavement surface for removal prior to project completion. The Contractor shall use building paper at each transverse joint to avoid sags or ridges on the previous application of slurry. The Contractor may employ an alternate method to achieve smooth joint construction subject to approval by the Engineer. In general, longitudinal or transverse joints shall be made with the slurry substantially cured, or fresh and still workable.

On steep grades, those in excess of eight percent, the slurry seal shall be placed uphill unless otherwise authorized by the Engineer. On projects that have major intersections and braking

areas, rolling of the slurry mixture with a pneumatic-tired roller may be required to reduce the scuffing action of vehicles.

Slurry treated areas shall be allowed to cure until such time as the Engineer permits their opening to traffic.

Any tree branches or foliage which will hinder the proper placement of the slurry seal shall be removed by the contracting agency or their designee.

The contractor shall take precautions to eliminate the possibility of damage to the uncured slurry. However, if damage should occur, it shall be repaired by the Contractor at his expense. All repairs shall be full width repairs done with a spreader box and shall be uniform and geometrically applied.

Final sweeping shall be done one to two weeks after slurry placement.

Patching and Correction of Defects: Defects such as raveling, lack of uniformity, or other imperfections caused by faulty workmanship shall be corrected and new work shall not be started until such defects have been remedied.

All improper workmanship and defective materials resulting from overheating, improper handling or application, shall be removed from the roadway by the Contractor and be replaced with approved materials and workmanship at no expense to the contracting agencies.

For repair areas, a minimum 4-foot-wide pass for a minimum of 10 feet will be required to be made. The width and length of the repair shall be approved by the Engineer.

Finish and Cleanup: The Contractor shall remove all residual slurry seal from curbs, manhole covers, valve boxes, catch basin grates or other utility structures located in the project area. If necessary, after the slurry seal has been applied, catch basins shall be cleaned of slurry residual. All slurry material more than one (1) inch above road surface on curb faces shall be removed by means of sand blasting.

MEASUREMENT

Section 5-02.4 is supplemented with the following:

(*****)

Slurry seal will be measured by the square yard of street surface covered.

The amounts shown on the attached Project List are approximations. The Contractor shall be responsible for the measurement of the areas covered. In the event that there is a discrepancy between the amounts shown in the contract and the actual amount measured, the burden of proof shall fall to the contractor.

PAYMENT

Section 5-02.5 is supplemented with the following:

(*****)

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

"Latex Modified Slurry Seal, Type ____", per square yard

The unit contract price per square yard shall be full pay for all costs of material, mix design, labor, tools, and equipment necessary for the application of slurry seal as specified. Mobilization, SPCC plan, preparation of existing surfaces, property owner notification, removal of raised pavement markers, removal of pavement markings, all work performed by the TCS, items listed under Other Traffic Control Labor, temporary pavement markings, sweeping/brooming as necessary, and temporary pollution and erosion control shall be included in these items.

MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

Section 8-01.1 is supplemented with the following:

(CCPW November 2015)

All references in Section 8-01 to "Temporary Erosion and Sediment Control (TESC) Plan" and "TESC Plan" shall be revised to read "Stormwater Pollution Prevention Plan (SWPPP)" and "SWPPP" respectively.

8-01.2 Materials

Section 8-01.2 is supplemented with the following: (******)

Erosion control devices shall also comply with the following:

☐ City of Vancouver, Camas, and Washougal - *Stormwater Management Manual for Western Washington, Volume II Construction Stormwater Pollution Prevention,* Washington State Department of Ecology Publication 05-10-30.

□ Clark County - Clark County Stormwater Manual: Book 2 – BMP Design, dated November 24, 2015, Clark County Code Chapter 40.386, Stormwater and Erosion Control, and Clark County Code Chapter 12.20A, Accommodation of Utilities on County Road Right-of-Way.

8-01.3 CONSTRUCTION REQUIREMENTS

8-01.3(8) Street Cleaning

Section 8-01.3(8) is supplemented with the following: (CCPW 2003)

Brooming shall include removing all loose aggregate from the sidewalk.

8-01.3 CONSTRUCTION REQUIREMENTS

8-01.3(1) General

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

(February 1, 2007 COV)

All erosion and sediment control (ESC) measures shall, at a minimum, conform to the requirements of the City of Vancouver and Clark County erosion and sediment control standards manuals and to the details in the Plans.

In areas subject to surface and air movement of dust, one or more of the following preventive measures shall be taken for dust control:

- 1. Minimize the period of soil exposure through the use of temporary ground cover and other temporary stabilization practices.
- 2. Sprinkle the site with water until the surface is wet.
- 3. Spray exposed soil areas with a dust palliative (oil is prohibited as a palliative). Prior to final construction approval, the site shall be stabilized to prevent sediment-laden water from leaving the site after project completion.

8-01.5 PAYMENT

Section 8-01.5 is supplemented with the following:

(*****)

All costs associated with Erosion, Sediment, and Water Pollution Control shall be included in the unit Contract price for Latex Modified Slurry Seal Type .

8-09 RAISED PAVEMENT MARKERS

8-09.1 Description

The first sentence of Section 8-09.1 is revised to read:

(*****)

This work shall consist of furnishing, removing, and installing raised pavement markers of the type specified in the Plans, in accordance with these Specifications, and at the locations indicated in the Plans or where designated by the Engineer.

8-09.3 Construction Requirements

Section 8-09.3 is supplemented with the following:

(*****)

Raised pavement markers shall be removed flush with the pavement surface. No portion of the raised pavement markers are to remain. Epoxy/adhesive build-up shall be removed entirely. The Contractor shall submit to the Engineer for approval the method or methods to be used for raised pavement marking removal. All removed raised pavement markers shall be disposed in a manner acceptable to the Engineer.

8-09.4 Measurement

Section 8-09.4 is revised to read:

(*****)

There shall be no separate measurement for raised pavement markers.

8-09.5 Payment

8-09.5 is revised to read:

(*****)

All costs associated with furnishing, removing, and installing raised pavement markers shall be included in the unit Contract price for Latex Modified Slurry Seal Type ____.

8-22 PAVEMENT MARKING

8-22.3 CONSTRUCTION REQUIREMENTS

Section 8-22.3 is supplemented with the following:

(*****)

All existing paint lines wider than 4", double yellow centerlines, plastic markings, legends, symbols and arrows shall be removed and swept prior to placement of surface treatments. Paint lines wider than 4" which are faded may not be required to be removed with the Engineer's approval.

All existing pavement markings in areas where replacement striping dimensions will vary from existing markings shall be removed and swept prior to placement of surface treatments.

8-22.5 PAYMENT

Section 8-22.5 is supplemented with the following:

(*****)

All costs associated with removal of pavement markings shall be included in the unit Contract price for Latex Modified Slurry Seal Type ____.

8-23 TEMPORARY PAVEMENT MARKINGS

8-23.2 MATERIALS

Section 8-23.2 is supplemented with the following:

(*****)

Temporary flexible raised pavement markers shall be used for temporary lane markings and placed per the Manual on Uniform Traffic Control Devices (MUTCD) and as directed by the Engineer. Temporary marking tape will not be allowed for temporary pavement markings.

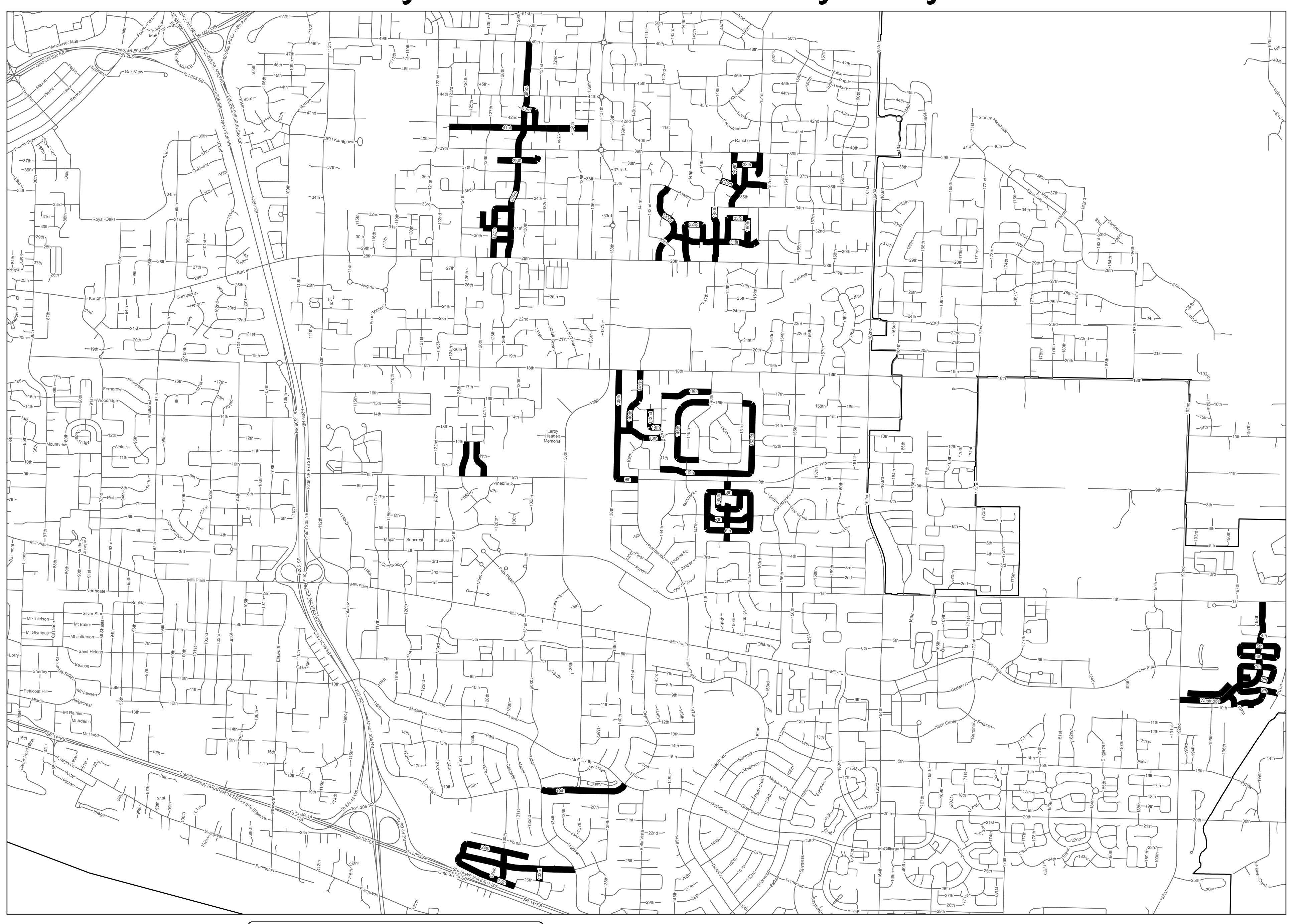
8-23.5 PAYMENT

Section 8-23.5 is supplemented with the following:

(*****)

All costs associated with Temporary Pavement Markings shall be included in the unit Contract price for Latex Modified Slurry Seal Type ____.

2018 City of Vancouver Slurry Only Streets





Map 1 of 2

LEGEND:

2018 Proposed Slurry Seal (Separate Contract) Vancouver City Limits

■SLURRY SEAL □Vancouver City Limits

Note:

1. Treatment limits will be marked in the field.

2 Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted. The nearside of the intersection is the side of the intersection closest to the work.

2018 City of Vancouver Slurry Only Streets





Map 2 of 2

2018 Proposed Slurry Seal (Separate Contract)
SLURRY SEAL
Vancouver City Limits
Vancouver City Limits

lotes:

- 1. Treatment limits will be marked in the field.
- 2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted. The nearside of the intersection is the side of the intersection closest to the work.

Street ID	Segment ID	Street Name	<u>Begin</u>	End Segment	Length (FT)	Width (FT)	Area (SY)
00005119	0515	SE 5TH WAY	SE 197TH PL	SE WESTRIDGE BLVD	430	27	1290
00005119	0530	SE 5TH WAY	SE WESTRIDGE BLVD	SE 200TH PL	430	27	1290
00005800	0070	NE 6TH ST	NE 148TH AVE	NE 150TH AVE	475	40	2111
00005800	0080	NE 6TH ST	NE 150TH AVE	NE 152ND AVE	405	40	1800
00005950	0515	SE 6TH WAY	SE 197TH PL	SE WESTRIDGE BLVD	430	27	1290
00005950	0530	SE 6TH WAY	SE WESTRIDGE BLVD	SE 200TH PL	400	27	1200
00006800	0200	NE 7TH ST	NE 148TH AVE	NE 150TH AVE	425	40	1888
00006800	0210	NE 7TH ST	NE 150TH AVE	NE 152ND AVE	550	40	2444
00007000	0020	NE 7TH WAY	NE 149TH AVE	NE 150TH AVE	200	40	889
00007000	0030	NE 7TH WAY	NE 150TH AVE	NE 151ST AVE	250	40	1111
00007050	0515	SE 7TH WAY	SE 197TH AVE	SE WESTRIDGE BLVD	460	27	1380
00007050	0530	SE 7TH WAY	SE WESTRIDGE BLVD	SE 200TH PL	330	27	990
00007250	0510	SE 8TH CIR	SE 197TH AVE	CUL-DE-SAC	290	27	870
00007900	0220	NE 8TH ST	NE 148TH AVE	NE 149TH AVE	200	40	889
00007900	0230	NE 8TH ST	NE 149TH AVE	NE 150TH AVE	225	40	1000
00007900	0240	NE 8TH ST	NE 150TH AVE	NE 151ST AVE	275	40	1222
00007900	0250	NE 8TH ST	NE 151ST AVE	NE 152ND AVE	225	40	1000
00008150	0530	SE 8TH WAY	SE WESTRIDGE BLVD	SE 200TH PL	295	27	885
00008450	0200	SE 9TH CIR	CUL-DE-SAC	SE 195TH AVE	635	28	1975
00008450	0210	SE 9TH CIR	SE 195TH AVE	CUL-DE-SAC	555	28	1726
00088000	0250	NE 9TH ST	NE 139TH AVE	NE 141ST AVE	500	40	2222
00008900	0250	SE 9TH ST	SE 197TH AVE	SE 199TH PL	573	27	1719
00008900	0255	SE 9TH ST	SE 199TH PL	END SECTION	120	27	360
00009600	0120	NE 10TH ST	NE 143RD AVE	NE 146TH AVE	650	40	2888
00009600	0123	NE 10TH ST	NE 146TH AVE	NE 150TH AVE	1025	36	4100
00009600	0128	NE 10TH ST	NE 150TH AVE	NE 152ND AVE	560	36	2240
00009700	0320	SE 10TH ST	SE 197TH CT	SE 198TH CT	310	27	930
00009700	0330	SE 10TH ST	SE 198TH CT	SE 199TH PL	223	27	669
00010700	0150	NE 11TH ST	NE 145TH AVE	NE 146TH AVE	230	36	920
00010700	0155	NE 11TH ST	NE 146TH AVE	NE 147TH AVE	295	36	1180
00013000	0100	NE 13TH ST	NE 139TH AVE	NE 140TH AVE	300	40	1333
00013000	0110	NE 13TH ST	NE 140TH AVE	NE KEYES RD	375	40	1666
00013000	0120	NE 13TH ST	NE KEYES RD	NE 143RD AVE	400	40	1777

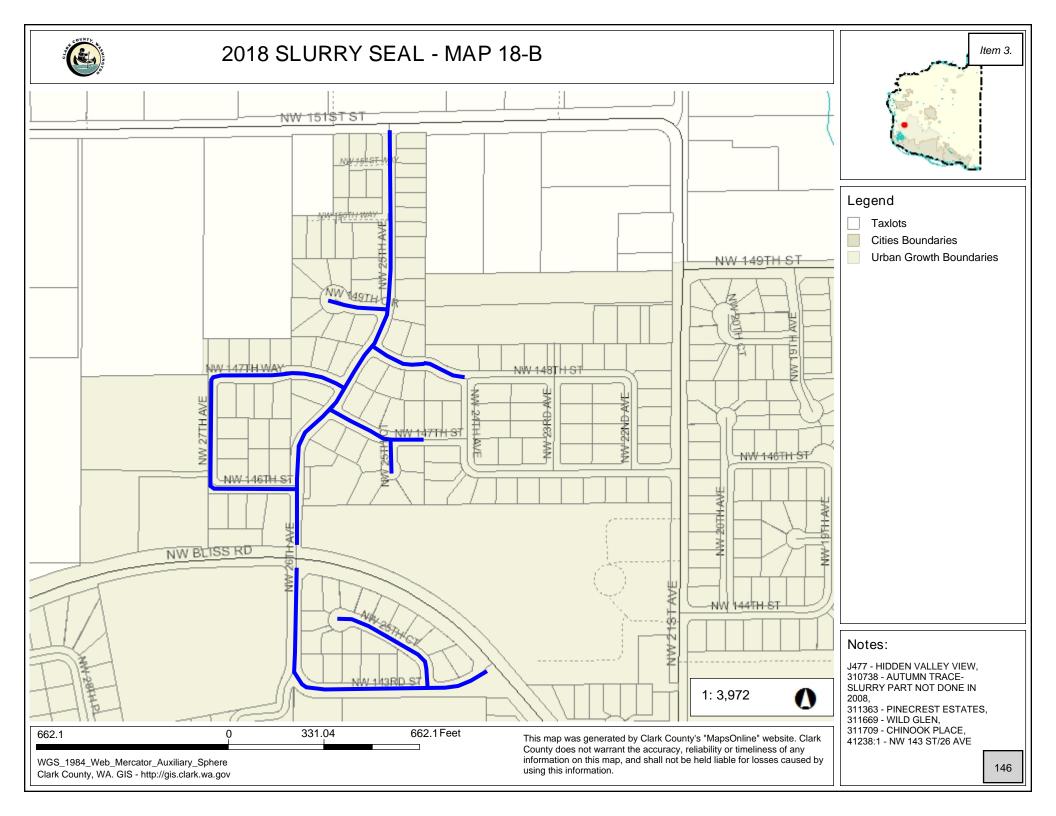
Street ID	Segment ID	Street Name	<u>Begin</u>	End Segment	Length (FT)	Width (FT)	Area (SY)
00014200	0240	NE 14TH ST	NE 142ND AVE	NE 143RD AVE	225	40	1000
00015200	0170	NE 15TH ST	NE 145TH AVE	NE 148TH AVE	700	40	3111
00015200	0200	NE 15TH ST	NE 151ST AVE	NE 152ND AVE	250	40	1111
00016200	0180	NE 16TH ST	NE 143RD AVE	NE 148TH AVE	1230	35	4783
00019300	0095	SE 19TH ST	SE TALTON AVE	SE 139TH AVE	1625	40	7222
00019300	0097	SE 19TH ST	SE 139TH AVE	SE MCGILLIVRAY BLVD	475	40	2111
00023200	0010	SE 24TH CIR	SE 130TH AVE	CUL-DE-SAC	625	32	2222
00024000	0010	SE 24TH ST	SE 125TH AVE	SE 130TH AVE	1000	32	3555
00026750	0010	SE 27TH ST	SE 125TH AVE	SE 129TH CT	950	40	4222
00026750	0020	SE 27TH ST	SE 129TH CT	SE 130TH AVE	275	40	1222
00026750	0030	SE 27TH ST	SE 130TH AVE	SE 131ST AVE	375	40	1667
00029500	0100	NE 30TH ST	NE 127TH AVE	NE 129TH AVE	400	40	1777
00030400	0130	NE 31ST ST	NE 126TH AVE	NE 127TH AVE	300	40	1333
00030400	0140	NE 31ST ST	NE 127TH AVE	NE 129TH AVE	450	40	2000
00030400	0200	NE 31ST ST	NE 143RD AVE	NE 145TH AVE	350	32	1244
00030400	0210	NE 31ST ST	NE 145TH AVE	NE 146TH WAY	350	32	1244
00030400	0230	NE 31ST ST	NE 146TH PL	NE 148TH AVE	150	32	533
00030400	0235	NE 31ST ST	NE 148TH AVE	NE 148TH PL	275	30	916
00030400	0240	NE 31ST ST	NE 148TH PL	NE 150TH AVE	490	40	2177
00030400	0250	NE 31ST ST	NE 150TH AVE	CUL-DE-SAC	160	40	711
00030400	0255	NE 31ST ST	CUL-DE-SAC	NE 151ST AVE	129	40	573
00031400	0150	NE 32ND ST	NE 145TH AVE	NE 146TH PL	400	32	1422
00032400	0130	NE 33RD ST	NE 127TH AVE	NE 129TH AVE	450	40	2000
00032400	0160	NE 33RD ST	NE 148TH AVE	NE 150TH AVE	500	40	2222
00035500	0210	NE 36TH ST	NE 150TH AVE	NE 151ST CT	380	34	1435
00035500	0220	NE 36TH ST	NE 151ST CT	NE 152ND AVE	260	32	924
00036800	0100	NE 38TH CIR	END SECTION	NE 129TH AVE	600	32	2133
00037300	0100	NE 38TH ST	NE 129TH AVE	NE 131ST CT	500	40	2222
00037300	0150	NE 38TH ST	NE 149TH AVE	NE 150TH AVE	300	40	1333
00037300	0160	NE 38TH ST	NE 150TH AVE	NE 151ST AVE	350	40	1555
00040000	0260	NE 41ST ST	NE 123RD AVE	NE 124TH AVE	215	34	812
00040000	0270	NE 41ST ST	NE 124TH AVE	NE 125TH CT	300	34	1133
00040000	0280	NE 41ST ST	NE 125TH CT	NE 127TH AVE	500	40	2222

Street ID	Segment ID	Street Name	<u>Begin</u>	End Segment	Length (FT)	Width (FT)	Area (SY)
00040000	0290	NE 41ST ST	NE 127TH AVE	NE 130TH AVE	850	40	3777
00040000	0300	NE 41ST ST	NE 130TH AVE	NE 131ST AVE	300	32	1066
00040000	0310	NE 41ST ST	NE 131ST AVE	NE 132ND CT	300	34	1133
00040000	0320	NE 41ST ST	NE 132ND CT	NE 133RD AVE	300	34	1133
00040000	0330	NE 41ST ST	NE 133RD AVE	NE 134TH CT	400	34	1511
00040000	0340	NE 41ST ST	NE 134TH CT	NE 136TH CT	500	34	1888
00041200	0210	NE 43RD ST	NE 130TH AVE	NE 131ST AVE	250	34	944
00086900	0010	SE 125TH AVE	SE 27TH ST	SE ANGUS ST	200	32	711
00086900	0020	SE 125TH AVE	SE ANGUS ST	SE 24TH ST	375	32	1333
00087000	0040	NE 125TH AVE	NE 9TH ST	NE 12TH ST	800	40	3555
00087600	0020	NE 126TH AVE	NE 127TH AVE	NE 11TH ST	275	40	1222
00087600	0030	NE 126TH AVE	NE 11TH ST	NE 12TH ST	350	40	1555
00087600	0070	NE 126TH AVE	NE 31ST ST	END SECTION	200	32	711
00088400	0020	NE 127TH AVE	NE 9TH ST	NE 126TH AVE	275	40	1222
00088400	0060	NE 127TH AVE	NE 28TH ST	NE 30TH ST	500	40	2222
00088400	0070	NE 127TH AVE	NE 30TH ST	NE 31ST ST	300	40	1333
00088400	0080	NE 127TH AVE	NE 31ST ST	NE 33RD ST	520	40	2311
00089600	0070	NE 129TH AVE	NE 28TH ST	NE 30TH ST	500	40	2222
00089600	0080	NE 129TH AVE	NE 30TH ST	NE 31ST ST	300	40	1333
00089600	0090	NE 129TH AVE	NE 31ST ST	NE 33RD ST	500	40	2222
00089600	0100	NE 129TH AVE	NE 33RD ST	NE 34TH ST	300	40	1333
00089600	0110	NE 129TH AVE	NE 34TH ST	NE 36TH ST	400	40	1777
00089600	0120	NE 129TH AVE	NE 36TH ST	NE 37TH ST	300	40	1333
00089600	0130	NE 129TH AVE	NE 37TH ST	NE 38TH CIR	300	40	1333
00089600	0140	NE 129TH AVE	NE 38TH CIR	NE 39TH ST	250	40	1111
00089600	0150	NE 129TH AVE	NE 39TH ST	NE 40TH CIR	300	40	1333
00089750	0010	SE 129TH CT	SE 27TH ST	CUL-DE-SAC	80	85	756
00090000	0010	SE 130TH AVE	SE 27TH ST	SE ANGUS ST	500	40	2222
00090000	0020	SE 130TH AVE	SE ANGUS ST	SE 24TH ST	375	40	1666
00090100	0095	NE 130TH AVE	NE 40TH CIR	NE 41ST ST	300	40	1333
00090100	0100	NE 130TH AVE	NE 41ST ST	NE 42ND ST	250	32	888
00090100	0110	NE 130TH AVE	NE 42ND ST	NE 43RD CIR	200	34	755
00090100	0120	NE 130TH AVE	NE 43RD CIR	NE 44TH ST	300	34	1133

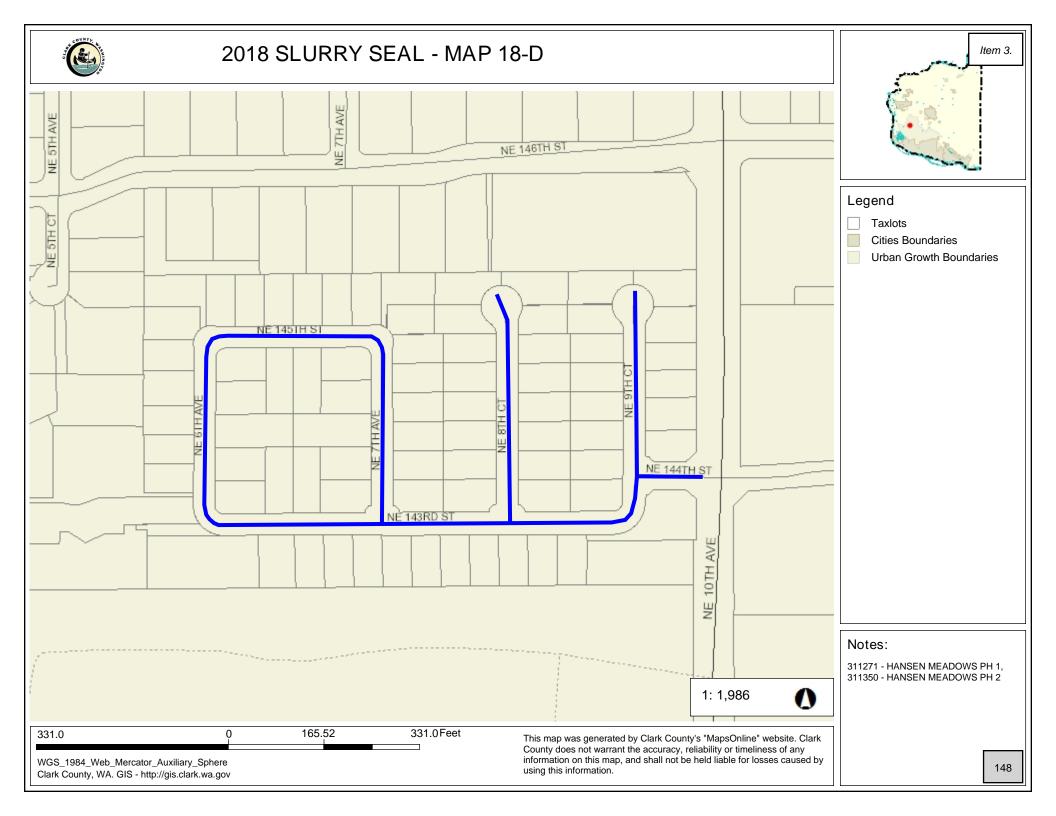
Street ID	Segment ID	Street Name	<u>Begin</u>	End Segment	Length (FT)	Width (FT)	Area (SY)
00090100	0130	NE 130TH AVE	NE 44TH ST	NE 46TH ST	700	36	2800
00090100	0140	NE 130TH AVE	NE 46TH ST	NE 49TH ST	700	38	2955
00090900	0120	NE 131ST AVE	NE 41ST ST	NE 43RD ST	500	34	1888
00091200	0010	NE 131ST CT	NE 38TH ST	CUL-DE-SAC	150	28	466
00092300	0020	SE 133RD AVE	SE 26TH ST	SE ANGUS ST	375	40	1666
00097400	0020	NE 139TH AVE	NE 9TH ST	NE 13TH ST	1170	40	5200
00097400	0030	NE 139TH AVE	NE 13TH ST	NE 18TH ST	1475	40	6555
00098100	0020	NE 140TH AVE	NE 13TH ST	NE 14TH CIR	248	40	1102
00098100	0030	NE 140TH AVE	NE 14TH CIR	NE 15TH ST	425	40	1888
00098100	0035	NE 140TH AVE	NE 15TH ST	NE 141ST AVE	144	40	640
00098800	0070	NE 141ST AVE	NE 140TH AVE	NE 16TH CIR	395	40	1755
00098800	0080	NE 141ST AVE	NE 16TH CIR	NE 18TH ST	425	40	1888
00099700	0020	NE 142ND AVE	NE 14TH ST	NE 15TH ST	425	40	1888
00100300	0070	NE 143RD AVE	NE 28TH AVE	NE 30TH ST	500	40	2222
00100300	0080	NE 143RD AVE	NE 30TH ST	NE 31ST ST	300	40	1333
00100300	0090	NE 143RD AVE	NE 31ST ST	CUL-DE-SAC	442	40	1964
00100300	0097	NE 143RD AVE	CUL-DE-SAC	NE EDELWEISS AVE	151	40	671
00100300	0100	NE 143RD AVE	NE EDELWEISS AVE	NE POWERS ST	750	40	3333
00101500	0025	NE 145TH AVE	NE 11TH ST	NE 13TH ST	610	35	2372
00101500	0030	NE 145TH AVE	NE 13TH ST	NE 15TH ST	700	40	3111
00101500	0040	NE 145TH AVE	NE 28TH ST	NE 31ST ST	500	36	2000
00101500	0050	NE 145TH AVE	NE 31ST ST	NE 32ND ST	400	32	1422
00102550	0050	NE 146TH PL	NE 31ST ST	NE 32ND ST	400	32	1422
00103600	0040	NE 148TH AVE	NE 6TH ST	NE 7TH ST	300	40	1333
00103600	0050	NE 148TH AVE	NE 7TH ST	NE 8TH ST	600	40	2666
00103600	0110	NE 148TH AVE	NE 28TH ST	NE 31ST ST	480	34	1813
00103600	0120	NE 148TH AVE	NE 31ST ST	NE 34TH ST	845	34	3192
00103730	0100	NE 148TH PL	NE 31ST ST	NE 32ND CIR	280	36	1120
00103730	0110	NE 148TH PL	NE 32ND CIR	NE 33RD ST	290	36	1160
00104100	0020	NE 149TH AVE	NE 7TH WAY	NE 8TH ST	400	40	1778
00104100	0100	NE 149TH AVE	NE 34TH ST	NE 35TH CIR	240	40	1066
00104100	0130	NE 149TH AVE	NE 35TH CIR	NE ORION ST	150	40	666
00104100	0140	NE 149TH AVE	NE ORION ST	NE 38TH ST	540	40	2400

Street ID	Segment ID	Street Name	<u>Begin</u>	End Segment	Length (FT)	Width (FT)	Area (SY)
00104100	0150	NE 149TH AVE	NE 38TH ST	NE 39TH ST	300	40	1333
00104700	0010	NE 150TH AVE	NE 5TH ST	NE 6TH ST	250	40	1111
00104700	0020	NE 150TH AVE	NE 6TH ST	NE 7TH ST	185	40	822
00104700	0030	NE 150TH AVE	NE 7TH ST	NE 7TH WAY	300	40	1333
00104700	0040	NE 150TH AVE	NE 8TH ST	NE 9TH ST	200	40	888
00104700	0100	NE 150TH AVE	NE 31ST ST	NE 32ND CIR	410	40	1822
00104700	0110	NE 150TH AVE	NE 32ND CIR	NE 33RD ST	320	40	1422
00104700	0130	NE 150TH AVE	NE ORION ST	NE 36TH ST	200	40	888
00104700	0140	NE 150TH AVE	NE 36TH ST	NE 38TH ST	500	40	2222
00105000	0010	NE 150TH CT	NE 7TH WAY	CUL-DE-SAC	135	40	600
00105400	0020	NE 151ST AVE	NE 7TH WAY	NE 8TH ST	400	40	1777
00105400	0130	NE 151ST AVE	CUL-DE-SAC	NE 38TH ST	300	40	1333
00105400	0140	NE 151ST AVE	NE 38TH ST	NE 39TH ST	300	40	1333
00106200	0030	NE 152ND AVE	NE 6TH ST	NE 7TH ST	300	32	1067
00106200	0035	NE 152ND AVE	NE 7TH ST	NE 8TH ST	600	40	2666
00106200	0050	NE 152ND AVE	NE 10TH ST	NE 12TH ST	410	36	1640
00106200	0055	NE 152ND AVE	NE 12TH ST	NE 12TH WAY	375	36	1500
00106200	0060	NE 152ND AVE	NE 12TH WAY	NE 15TH ST	900	35	3500
00119500	0080	SE 195TH AVE	SE WESTRIDGE BLVD	SE 9TH CIR	165	36	660
00119600	0185	SE 196TH AVE	SE 10TH ST	SE WESTRIDGE BLVD	340	28	1057
00119700	0560	SE 197TH AVE	SE 9TH ST	SE WESTRIDGE BLVD	150	27	450
00119700	0570	SE 197TH AVE	SE WESTRIDGE BLVD	SE 8TH CIR	195	27	585
00119700	0580	SE 197TH AVE	SE 8TH CIR	SE 7TH WAY	265	27	795
00119730	0550	SE 197TH PL	SE 6TH WAY	SE 5TH WAY	240	27	720
00119819	0600	SE 198TH CT	CUL-DE-SAC	SE 10TH ST	165	27	495
00119944	0590	SE 199TH PL	SE 10TH ST	SE 9TH ST	265	27	795
00120030	0550	SE 200TH PL	SE 8TH ST	SE 7TH WAY	290	27	870
00120030	0570	SE 200TH PL	SE 6TH WAY	SE 5TH WAY	275	27	825
00201700	0010	SE ANGUS ST	SE 125TH AVE	SE 130TH AVE	1040	40	4622
00201700	0020	SE ANGUS ST	SE 130TH AVE	SE 133RD CT	1000	40	4444
00201700	0030	SE ANGUS ST	SE 133RD CT	SE 134TH CT	375	40	1666
00201700	0040	SE ANGUS ST	SE 134TH CT	SE TALTON AVE	450	40	2000
00250300	0020	NE ORION ST	NE 148TH AVE	NE 149TH AVE	350	40	1556

Street ID	Segment ID	Street Name	<u>Begin</u>	End Segment	Length (FT)	Width (FT)	Area (SY)
00250300	0030	NE ORION ST	NE 149TH AVE	NE 150TH AVE	200	40	888
00269950	0100	SE WESTRIDGE BLVD	SE 192ND AVE	SE 195TH AVE	785	34	2965
00269950	0110	SE WESTRIDGE BLVD	SE 195TH AVE	SE 196TH AVE	455	34	1718
00269950	0120	SE WESTRIDGE BLVD	SE 196TH AVE	SE 197TH AVE	345	34	1303
00269950	0130	SE WESTRIDGE BLVD	SE 197TH AVE	SE 8TH WAY	495	35	1925
00269950	0140	SE WESTRIDGE BLVD	SE 8TH WAY	SE 7TH WAY	280	34	1057
00269950	0150	SE WESTRIDGE BLVD	SE 7TH WAY	SE 6TH WAY	260	34	982
00269950	0160	SE WESTRIDGE BLVD	SE 6TH WAY	SE 5TH WAY	265	34	1001
00269950	0170	SE WESTRIDGE BLVD	SE 5TH WAY	SE 4TH WAY	265	34	1001
00269950	0180	SE WESTRIDGE BLVD	SE 4TH WAY	SE 1ST ST	815	34	3078



2018 SLURRY SEAL - MAP 18-C Item 3. NW 156TH ST A NE TEATH NW 155TH CIR Legend **Taxlots** Cities Boundaries **Urban Growth Boundaries** NE 14BTH ST NE 44TH ST NW 144TH-RIR Notes: 310716 - STERLING NORTH, 311006 -WHIPPLE CREEK PLACE PH A, 311016 -WHIPPLE CREEK PLACE PH B, 311050 -1: 7,945 SOUTHWIND, 311054 - GRANDHAVEN MANOR, 311067 - WHIPPLE CREEK PLACE PH C, 311188 - WHIPPLE CREEK PLACE PH D1, 311192 - WHIPPLE CREEK 662.07 1,324.1 Feet 1,324.1 PLACE PH D2, 311208 - WHIPPLE CREEK This map was generated by Clark County's "MapsOnline" website. Clark PLACE PH E, 311245 - WHIPPLE CREEK County does not warrant the accuracy, reliability or timeliness of any PLACE PH F, 311429 - WHIPPLE information on this map, and shall not be held liable for losses caused by WGS_1984_Web_Mercator_Auxiliary_Sphere **ESTATES** 147 using this information. Clark County, WA. GIS - http://gis.clark.wa.gov

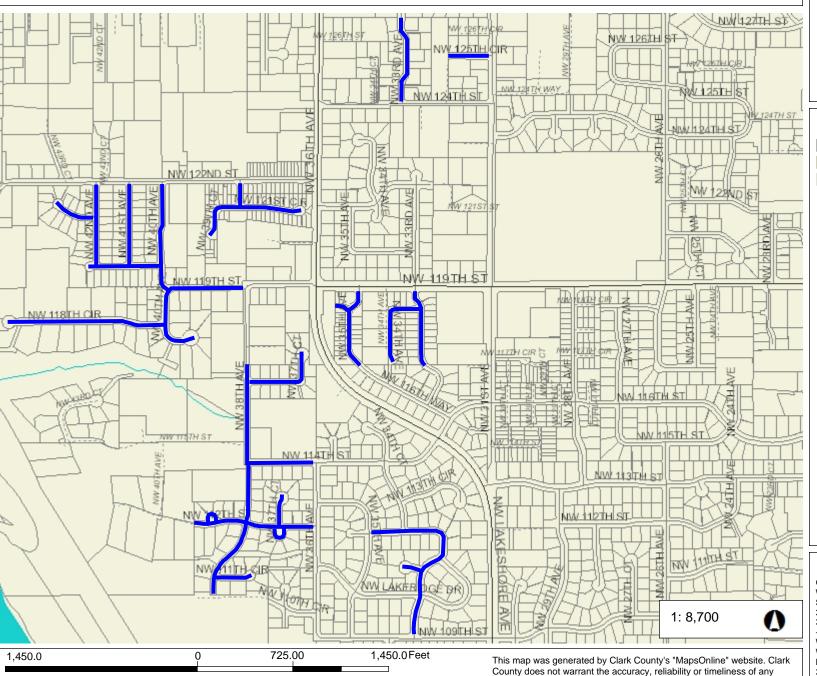


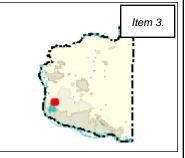


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Clark County, WA. GIS - http://gis.clark.wa.gov

2018 SLURRY SEAL - MAP 18-E





Legend

Taxlots

Cities Boundaries

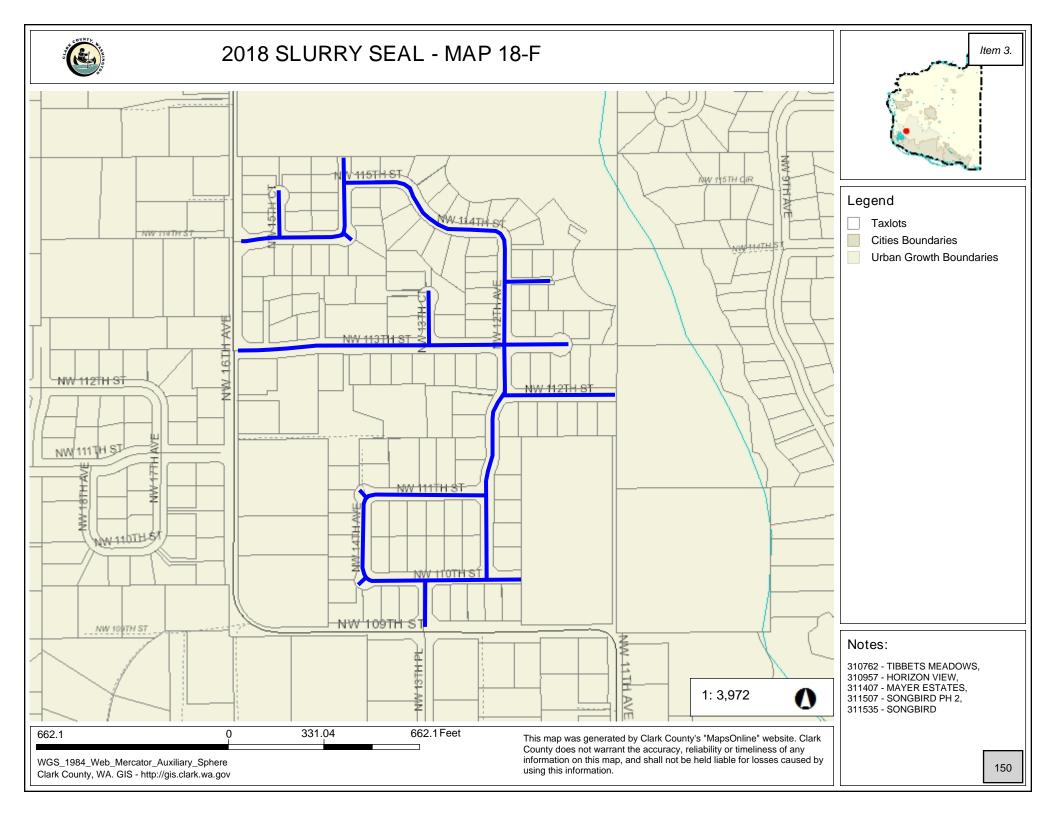
Urban Growth Boundaries

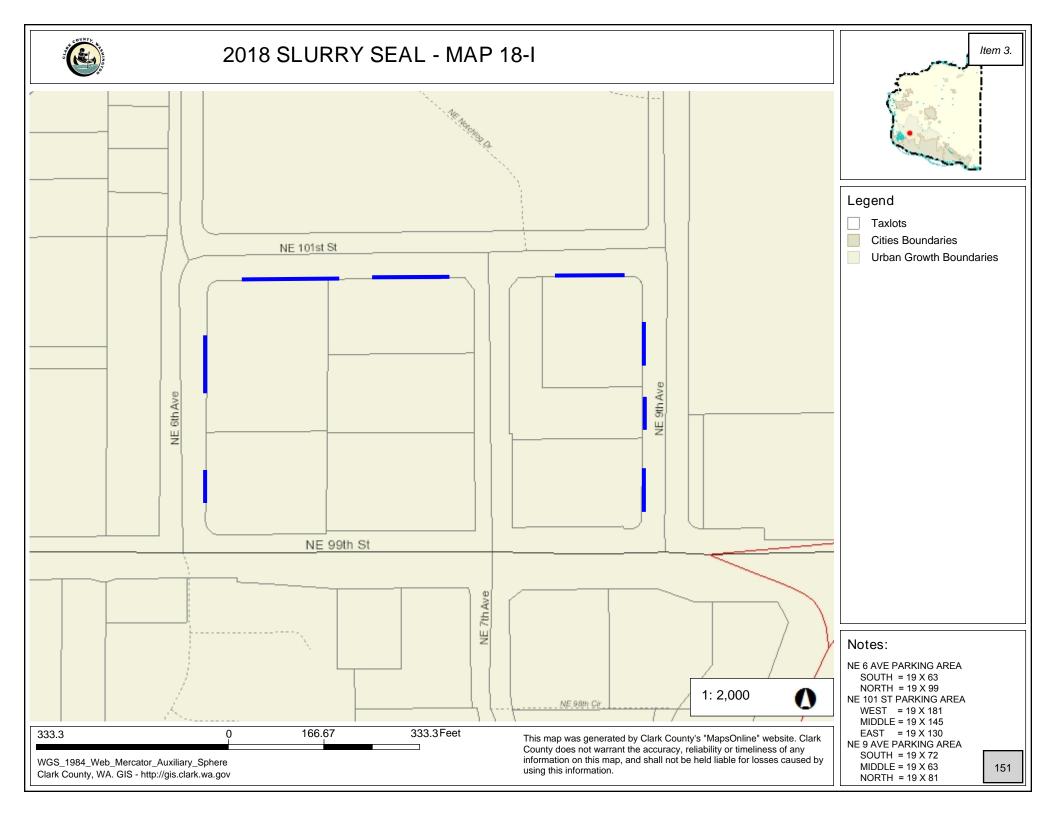
Notes:

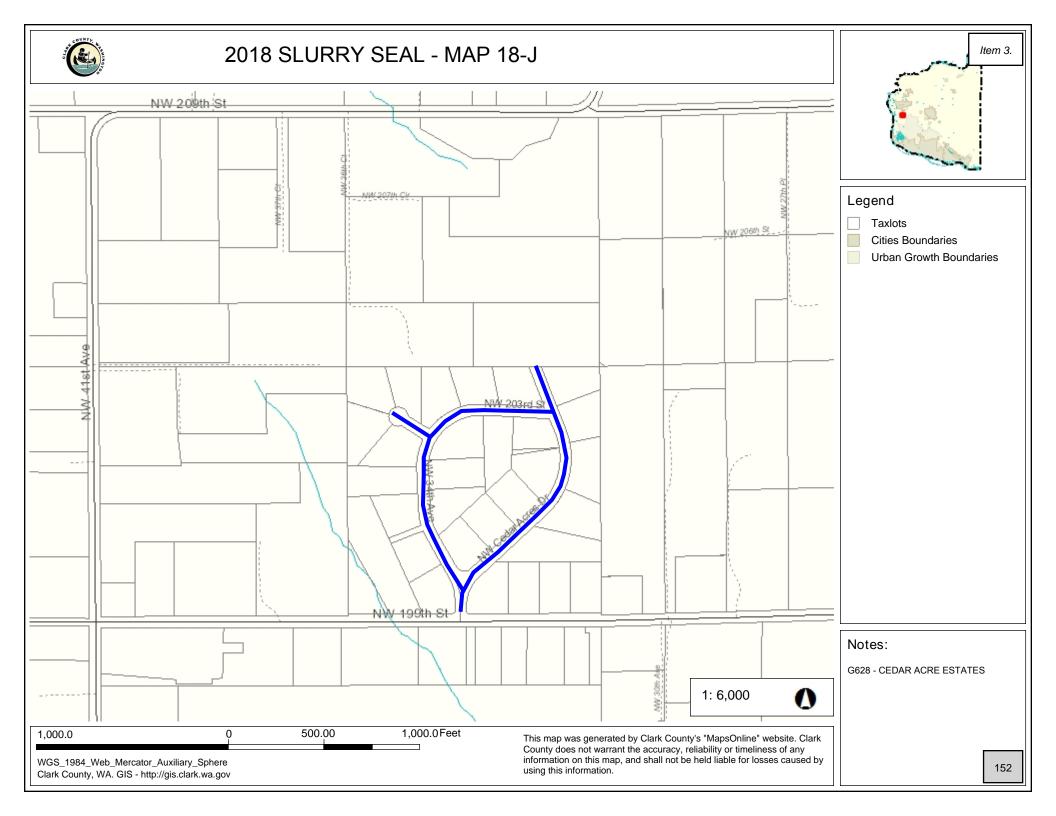
information on this map, and shall not be held liable for losses caused by

using this information.

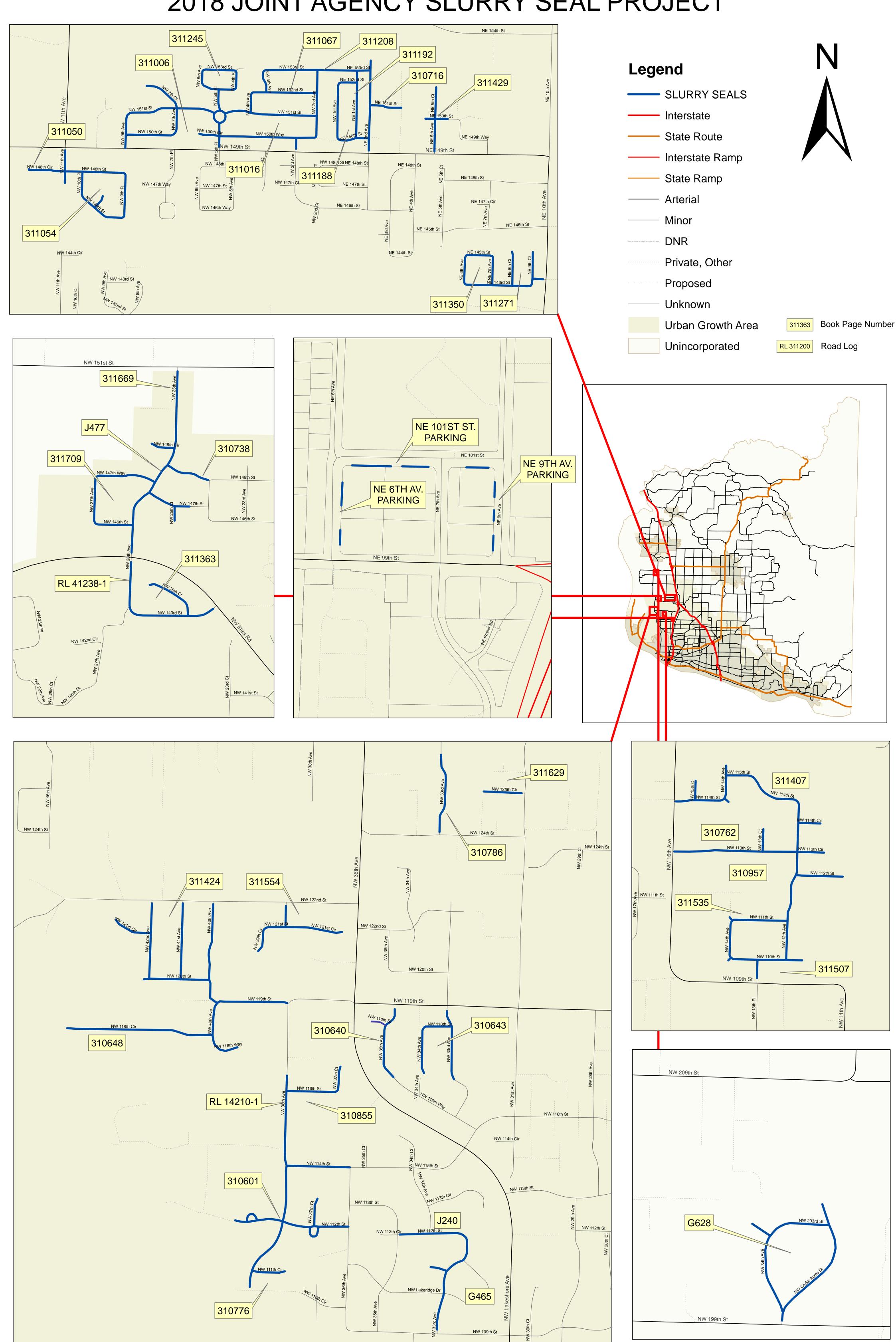
G465 - LAKESHORE RIDGE-3, J240 - WESTMOOR2 PH 2-G465 & J240 SLURRY PART NOT DONE IN 2008, 310601 - WEST OF WESTMOOR PH 1, 310640 - LAKE RIVER TERRACE, 310643 - FELIDA VILLAGE, 310648 - HORIZON WEST PH 1, 310776 - WEST OF WESTMOOR PH 2, 310786 - SUN QUEST ESTATES, 310855 - NORTHWESTMOOR, 311424 - MESSNER ESTATES, 311554 FALCON'S REST PUD, 311629 FE FARM, 14210:1 - NW 114 ST/38 AV ST







2018 JOINT AGENCY SLURRY SEAL PROJECT



2018 Seals

2018 Joint Agency Slurry Seal Project

MAIL MICHAEL							SLURRY	SLURRY	SLURRY				SLURRY	
PATE MINISTRAL NAME NO. 25 / 25 25 25 25 25 25 25	MAP#	RD LOG/RKPG	ROAD/SURDIVISION NAME	STREET	FROM	TO				CURR RETURN	# OF	CIII-DE-SAC		SOLID WASTE
1977 IMPORT VALLEY WIN	WAF #	ND LOG/BRFG	ROAD/SOBDIVISION NAME	SIRLLI	TROW	10								COLLECTION DAY
HITT INDIDENTIALITY NUM		1477	HIDDEN VALLEY VIEW	ANALIAO CID	INDALOE AVE	IMECT TO CITY DE CAC			RETURN			`	· · ·	
1972 INCODE VALLEY VIEW WAY 12 TO 1975 WAY 12 TO									2				· · ·	TUESDAY
147														TUESDAY
197									2					TUESDAY
1979					-	-			2			ŭ		TUESDAY
14.00 1.00				<u> </u>			_		2			, ,		TUESDAY
13383 PROCESS STATES NW 25 CT NW 149 ST POST MODE POST MAY POST							_		2					TUESDAY
111409 MINDO GEAR MAY 14 MAY MAY MAY MAY MAY MAY MAY MAY MAY MAY MAY MAY MAY MAY MAY MAY MAY	18-B						_		1			, ,		TUESDAY
\$11709 CHROOK PRACE WY 19 TWAY							_		2			34		TUESDAY
\$11700 CHINDOOR PRACE NOW 18 STT NOW 26 PAPE NOW 72 PAPE NOW 19 ST 17 0 0.00 0 364 70 70 70 70 70 70 70 7									2	18		0	•	TUESDAY
131799 CHIMODOR PLACE WW 22 AVE WW 49 ST/TAW WW 49 ST/TA								26	0	U		0	818	TUESDAY
132961 NO 143 ST/F6 AV								26	2	15		0		TUESDAY
330716 STRUMO NORTH No. 151 ST No. 2 ANY PAST TO NO. 378 78 2 17 0.00 0 793 717 718 71		311709	CHINOOK PLACE		NW 147 WAY	NW 146 ST		26	2	17	0.00	0	1,042	TUESDAY
11006 WHIPPE CREEK PALE PH A			•					26	4	43		0		TUESDAY
### STORE WHATER PLACE PH A ### STORE WAS PER COURSE PLACE PH A ### STORE WAS PER COURSE PLACE PH A ### STORE PLACE PH A ### STO								26	2	17		0		TUESDAY
311006 WHIPPUE CREEK PLACE PH A NV 150 ST7 AVE NV 150 ST7 AVE NV 150 ST7									4					TUESDAY
131006 WHIPPLE CREEK PRACE PH A NW 150 KR NW 5 PL WEST TO COLLOG-SAC 391 24 2 19 100 32 1,417 TULE T									2	9		Ů		TUESDAY
131006 WIMPPLE CREEK PLACE PH A WW 150 MAY WN 5 PL WRST TO CUL-DE-SAC 186 24 2 15 1.00 32 811 TVI									4			ŭ	-	TUESDAY
311066 WHIPPIE CREEF PLACE PH A NW 5 PK 238T FAST OF NW 5 PK 238 26 2 16 0,00 0 700 700 701														TUESDAY
31006 WHIPPEC CREEF PLACE PH A NW 5 PL NW 5 PL NOWDAROUT SAFT SOUTH OF NW 125 ST 123 26 2 12 0.00 0 362 TUI												-		TUESDAY
31006 WHIPPIC CREEK PLACE PH A NW 5 PL NW												ŭ		TUESDAY
1866 M-HIPPLE CREEK PLACE PH A NN S PL NN S PL NN M S DWAY NN M S PL NN M S DWAY NN M S PL NN M S DWAY NN M S PL												ŭ		TUESDAY
311006 WHIPPIE CREEK PLACE PH B									0	U		Ŭ		TUESDAY
11016 WHIPPLE CREEK PLACE PH B NN 151 ST							_		2			Ů		TUESDAY
1910.6 WHIPPEL CREEK PLACE PH B														TUESDAY
110.16 WHIPPLE CREEK PLACE PH B NW 4 AVE -98FT NORTH OF NW 151.5T NW 15.1 ST 98 26 2 17 0.00 0 299 TUM							_			0		-		TUESDAY
18.C									0	0		Ŭ	-	TUESDAY
18-C									2					TUESDAY
18-C							_		4			ŭ		TUESDAY
131054 GRANDHAVEN MANOR NW 148 \$T/9 PL/146 \$T/10 PL (LOOP) NW 11 AVE NW 148 \$T 1.834 26							_		2			35	· · ·	TUESDAY
18-C 311065 GRANDHAVEN MANOR NW 10CT NW 146ST NORTHEAST TO CUL DE-SAC 112 20 2 15 1.00 35 687 TUL 116									2			0		TUESDAY
311067 WHIPPIE CREEK PLACE PH C NW 4 AVE/52 ST -98FT NORTH OF NW 151 ST NV 2 AVE 809 26 2 18 0.00 0 0,353 TUI 311067 WHIPPIE CREEK PLACE PH C NW 4 AVE/52 ST -98FT NORTH OF NW 151 ST NV 2 AVE 809 26 2 18 0.00 0 0 335 TUI 311067 WHIPPIE CREEK PLACE PH C NW 4 AVE -110FT NORTH OF NW 152 ST NW 152 ST 110 26 2 16 0.00 0 335 TUI 311067 WHIPPIE CREEK PLACE PH C NW 4 AVE -110FT NORTH OF NW 152 ST NW 152 ST 110 26 2 16 0.00 0 0 330 TUI 311067 WHIPPIE CREEK PLACE PH C NW 4 AVE -120FT NORTH OF NW 152 ST NW 152 ST 110 26 2 16 0.00 0 0 0.00 0 2,074 TUI 311188 WHIPPIE CREEK PLACE PH C NW 150 WAY,NW 2 AVE -120FT NORTH OF NW 152 ST NE 150 ST NE 140 ST NE 150 ST NE 140 ST NE 150 ST N	18-C								4	38		ŭ		TUESDAY
311067 MHIPPLE CREEK PLACE PH C NW 4 AVE "110FT NORTH OF NW 152 ST N	10-0					NORTHEAST TO CUL-DE-SAC		20	2	15		35		TUESDAY
311067 WHIPPLE CREEK PLACE PH C				· · · · · · · · · · · · · · · · · · ·		NW 2 AVE	809	26	2	18		0	2,353	TUESDAY
311067 WHIPPLE CREEK PLACE PH C NW 150 WAV/NW 2 AVE "52FT WEST OF NW 2 AVE "150FT NORTH OF NW 152 ST 718 26 0 0 0.00 0 0.00 0 2,074 TUI 311188 WHIPPLE CREEK PLACE PH D1 NE 1 AVE "250FT NORTH OF NE 150 ST NE 2 AVE 635 26 2 20 0.00 0 1,854 TUI 311188 WHIPPLE CREEK PLACE PH D1 NE 1 AVE "25FT NORTH OF NE 150 ST NE 150 ST 285 26 2 18 0.00 0 1,854 TUI 311192 WHIPPLE CREEK PLACE PH D2 NE 1 AVE "275FT NORTH OF NE 150 ST NE 1 AVE 433 26 2 30 0.00 0 1,294 TUI 311192 WHIPPLE CREEK PLACE PH D2 NE 1 AVE NE 153 ST "285FT NORTH OF NE 150 ST WI 1 AVE WHIPPLE CREEK PLACE PH D2 NE 1 AVE NE 153 ST "285FT NORTH OF NE 150 ST WHIPPLE CREEK PLACE PH D2 NE 1 AVE WHIPPLE CREEK PLACE PH D2 NE 1 AVE WHIPPLE CREEK PLACE PH D2 NE 1 AVE WHIPPLE CREEK PLACE PH D2 NE 2 AVE "110FT NORTH OF NW 150 ST "285FT NORTH OF NE 150 ST WHIPPLE CREEK PLACE PH D2 NE 2 AVE "110FT NORTH OF NW 150 ST "285FT NORTH OF NE 150 ST "275FT NORTH OF N		311067	WHIPPLE CREEK PLACE PH C	NW 151 ST	~62FT WEST OF NW 2 AVE	NW 2 AVE	62	26	2	18	0.00	0	195	TUESDAY
311188 WHIPPLE CREEK PLACE PH D1		311067	WHIPPLE CREEK PLACE PH C	NW 4 AVE	~110FT NORTH OF NW 152 ST	NW 152 ST	110	26	2	16	0.00	0	330	TUESDAY
311188 WHIPPLE CREEK PLACE PH D1		311067	WHIPPLE CREEK PLACE PH C	NW 150 WAY/NW 2 AVE	~62FT WEST OF NW 2 AVE		718	26	0	0		0	2,074	TUESDAY
311188 WHIPPLE CREEK PLACE PH D1 NE 2 AVE "275FT NORTH OF NE 150 ST NE 149 ST 433 26 2 30 0.00 0 1,294 TUI 311192 WHIPPLE CREEK PLACE PH D2 NV 1 AVE/152 ST/NE 152 ST "300FT NORTH OF NW 150 ST NE 1 AVE 480 26 2 18 0.00 0 0 1,402 TUI 311192 WHIPPLE CREEK PLACE PH D2 NE 1 AVE NE 153 ST "275FT NORTH OF NE 150 ST 423 26 2 18 0.00 0 0 1,203 TUI 311192 WHIPPLE CREEK PLACE PH D2 NE 2 AVE "110FT NORTH OF NW 153 ST "275FT NORTH OF NE 150 ST 570 25 0 0 0.00 0 1,263 TUI 311208 WHIPPLE CREEK PLACE PH E NW 4 AVE/153 ST/NE 153 ST "110FT NORTH OF NW 152 ST NE 2 AVE 1,269 26 2 18 0.00 0 3,681 TUI 311208 WHIPPLE CREEK PLACE PH E NW 2 AVE "150FT NORTH OF NW 152 ST NW 153 ST 67 26 2 18 0.00 0 211 TUI 311245 WHIPPLE CREEK PLACE PH F NW 5 PL NW 152 ST "94FT SOUTH OF NW 152 ST 94 26 2 18 0.00 0 287 TUI 311245 WHIPPLE CREEK PLACE PH F NW 152 ST/4 PL/153 ST/6 AVE (LOOP) NW 5 PL NW 5 PL 1,084 26 0 0 0.00 0 3,681 TUI 311429 WHIPPLE CREEK PLACE PH F NW 152 ST/4 PL/153 ST/6 AVE (LOOP) NW 5 PL NW 5 PL 1,084 26 0 0 0.00 0 3,621 TUI 311429 WHIPPLE CREEK PLACE PH F NW 152 ST/4 PL/153 ST/6 AVE (LOOP) NW 5 PL NW 5 PL 1,084 26 0 0 0.00 0 3,621 TUI 311429 WHIPPLE CREEK PLACE PH F NW 152 ST/4 PL/153 ST/6 AVE NE 5 AVE 120 26 2 18 0.00 0 3,621 TUI 311429 WHIPPLE CREEK EST NE 150 ST NE 5 AVE NE 5 AVE 120 26 2 23 1.00 33 2,341 TUI 311429 WHIPPLE CREEK EST NE 5 AVE/CT NE 5 AVE 120 26 2 23 1.00 33 2,341 TUI 311429 WHIPPLE CREEK EST NE 5 AVE/CT NE 5 AVE 120 26 2 23 1.00 33 2,341 TUI 311271 HANSEN MEADOWS PH 1 NE 143 ST/NE 9 CT NE 6 AVE NE 144 ST NE 10 AVE N		311188	WHIPPLE CREEK PLACE PH D1	NW 1 AVE/NW/E 150 ST	~300FT NORTH OF NW 150 ST	NE 2 AVE	635	26	2	20	0.00	0	1,854	TUESDAY
311192 WHIPPLE CREEK PLACE PH D2		311188	WHIPPLE CREEK PLACE PH D1	NE 1 AVE	~285FT NORTH OF NE 150 ST	NE 150 ST	285	26	2	18	0.00	0	839	TUESDAY
31192 WHIPPLE CREEK PLACE PH D2 NE 1 AVE NE 153 ST "285FT NORTH OF NE 150 ST 423 26 2 17 0.00 0 1,236 TUI 31192 WHIPPLE CREEK PLACE PH D2 NE 2 AVE "110FT NORTH OF NW 153 ST "275FT NORTH OF NE 150 ST 570 25 0 0 0.00 0 0.00 0 1,583 TUI 311208 WHIPPLE CREEK PLACE PH E NW 4 AVE/153 ST/NE 153 ST "110FT NORTH OF NW 152 ST NE 2 AVE 1,269 26 2 18 0.00 0 3,681 TUI 311208 WHIPPLE CREEK PLACE PH E NW 2 AVE "150FT NORTH OF NW 152 ST NW 153 ST 69 26 2 18 0.00 0 287 TUI 311245 WHIPPLE CREEK PLACE PH F NW 5 PL NW 152 ST "94FT SOUTH OF NW 152 ST 94 26 2 18 0.00 0 287 TUI 311245 WHIPPLE CREEK PLACE PH F NW 152 ST/4 PL/153 ST/6 AVE (LOOP) NW 5 PL NW 5		311188	WHIPPLE CREEK PLACE PH D1	NE 2 AVE	~275FT NORTH OF NE 150 ST	NE 149 ST	433	26	2	30	0.00	0	1,294	TUESDAY
31192 WHIPPLE CREEK PLACE PH D2 NE 2 AVE "110FT NORTH OF NW 153 ST "275FT NORTH OF NE 150 ST 570 25 0 0 0.00 0 0.00 0 1,583 TUI 311208 WHIPPLE CREEK PLACE PH E NW 4 AVE/153 ST/NE 153 ST "110FT NORTH OF NW 152 ST NE 2 AVE 1,269 26 2 18 0.00 0 0 3,681 TUI 311208 WHIPPLE CREEK PLACE PH E NW 2 AVE "150FT NORTH OF NW 152 ST NW 153 ST 67 26 2 19 0.00 0 0 217 TUI 311245 WHIPPLE CREEK PLACE PH F NW 5 PL NW 152 ST "94FT SOUTH OF NW 152 ST 94 26 2 18 0.00 0 287 TUI 311245 WHIPPLE CREEK PLACE PH F NW 152 ST/4 PL/153 ST/6 AVE (LOOP) NW 5 PL NW 5 PL 1,084 26 0 0 0.00 0 3,132 TUI 311429 WHIPPLE CREEK EST NE 150 ST "120FT WEST OF NE 5 AVE NE 5 AVE 120 26 2 18 0.00 0 362 TUI 311429 WHIPPLE CREEK EST NE 150 ST NE 5 AVE "120FT WEST OF NE 5 AVE 120 26 2 18 0.00 0 362 TUI 311429 WHIPPLE CREEK EST NE 150 ST NE 5 AVE "120FT WEST OF NE 5 AVE 120 26 2 18 0.00 0 362 TUI 311429 WHIPPLE CREEK EST NE 150 ST NE 5 AVE "120FT WEST OF NE 5 AVE 120 26 2 18 0.00 0 362 TUI 311429 WHIPPLE CREEK EST NE 150 ST NE 5 AVE "120FT WEST OF NE 5 AVE 120 26 2 18 0.00 0 362 TUI 311429 WHIPPLE CREEK EST NE 150 ST NE 5 AVE "120FT WEST OF NE 5 AVE 120 26 2 18 0.00 0 362 TUI 311429 WHIPPLE CREEK EST NE 150 ST NE 5 AVE NORTH TO CUL-DE-SAC 670 26 2 23 1.00 33 2,341 TUI 311429 WHIPPLE CREEK EST NE 144 ST NE 9 CT NE 10 AVE 105 26 4 35 0.00 0 0 0.00 0 0 0.00 0		311192	WHIPPLE CREEK PLACE PH D2	NW 1 AVE/152 ST/NE 152 ST	~300FT NORTH OF NW 150 ST	NE 1 AVE	480	26	2	18	0.00	0	1,402	TUESDAY
311208 WHIPPLE CREEK PLACE PH E NW 4 AVE/153 ST/NE 153 ST "110FT NORTH OF NW 152 ST NE 2 AVE 1,269 26 2 18 0.00 0 3,681 TUI 311208 WHIPPLE CREEK PLACE PH E NW 2 AVE "150FT NORTH OF NW 152 ST NW 153 ST 67 26 2 19 0.00 0 211 TUI 311245 WHIPPLE CREEK PLACE PH F NW 152 ST/4 PL/153 ST/6 AVE (LOOP) NW 5 PL NW 5 PL NW 5 PL 1,084 26 0 0 0.00 0 3,681 TUI 311429 WHIPPLE CREEK PLACE PH F NW 152 ST/4 PL/153 ST/6 AVE (LOOP) NW 5 PL NW 5 PL 1,084 26 0 0 0.00 0 3,132 TUI 311429 WHIPPLE CREEK EST NE 150 ST NE 150 ST NE 5 AVE NE 5 AVE 120 26 2 18 0.00 0 362 TUI 311429 WHIPPLE CREEK EST NE 5 AVE/CT NE 149 ST NORTH TO CUL-DE-SAC 670 26 2 23 1.00 33 2,241 TUI 311271 HANSEN MEADOWS PH 1 NE 144 ST NE 9 CT NE 6 AVE NE 144 ST NE 10 AVE NE 144 ST NE 144 S		311192	WHIPPLE CREEK PLACE PH D2	NE 1 AVE	NE 153 ST	~285FT NORTH OF NE 150 ST	423	26	2	17	0.00	0	1,236	TUESDAY
311208 WHIPPLE CREEK PLACE PH E NW 2 AVE "150FT NORTH OF NW 152 ST NW 153 ST 67 26 2 19 0.00 0 211 TUI 311245 WHIPPLE CREEK PLACE PH F NW 5 PL NW 152 ST "94FT SOUTH OF NW 152 ST 94 26 2 18 0.00 0 287 TUI 311245 WHIPPLE CREEK PLACE PH F NW 152 ST/4 PL/153 ST/6 AVE (LOOP) NW 5 PL NW 5 PL 1,084 26 0 0 0 0.00 0 3,132 TUI 311429 WHIPPLE CREEK EST NE 150 ST "120FT WEST OF NE 5 AVE 120 26 2 18 0.00 0 362 TUI 311429 WHIPPLE CREEK EST NE 150 ST NE 5 AVE "120FT EAST OF NE 5 AVE 120 26 2 18 0.00 0 362 TUI 311429 WHIPPLE CREEK EST NE 5 AVE/CT NE 149 ST NORTH TO CUL-DE-SAC 670 26 2 23 1.00 33 2,341 TUI 311271 HANSEN MEADOWS PH 1 NE 144 ST NE 9 CT NE 6 AVE NE 10 AVE NE 10 AVE 105 26 4 35 0.00 0 2,297 TUI 311271 HANSEN MEADOWS PH 1 NE 143 ST/NE 9 CT NE 6 AVE NE 144 ST NE 1		311192	WHIPPLE CREEK PLACE PH D2	NE 2 AVE	~110FT NORTH OF NW 153 ST	~275FT NORTH OF NE 150 ST	570	25	0	0	0.00	0	1,583	TUESDAY
311245 WHIPPLE CREEK PLACE PH F NW 5 PL NW 152 ST NW 5 PL NW 5 P		311208	WHIPPLE CREEK PLACE PH E	NW 4 AVE/153 ST/NE 153 ST	~110FT NORTH OF NW 152 ST	NE 2 AVE	1,269	26	2	18	0.00	0	3,681	TUESDAY
311245 WHIPPLE CREEK PLACE PH F NW 152 ST/4 PL/153 ST/6 AVE (LOOP) NW 5 PL NW 5 PL 1,084 26 0 0 0.00 0 3,132 TUI 311429 WHIPPLE CREEK EST NE 150 ST NE 150 ST NE 5 AVE NE 5 AVE NE 5 AVE 120 26 2 18 0.00 0 362 TUI 141429 WHIPPLE CREEK EST NE 150 ST NE 5 AVE NE 150 ST NE 149 ST NORTH TO CUL-DE-SAC 670 26 2 23 1.00 33 2,341 TUI 141429 WHIPPLE CREEK EST NE 144 ST NE 144 ST NE 144 ST NE 10 AVE NE 10 A		311208	WHIPPLE CREEK PLACE PH E	NW 2 AVE	~150FT NORTH OF NW 152 ST	NW 153 ST	67	26	2	19	0.00	0	211	TUESDAY
311429 WHIPPLE CREEK EST NE 150 ST ~120FT WEST OF NE 5 AVE NE 5 AVE 120 26 2 18 0.00 0 362 TUI 311429 WHIPPLE CREEK EST NE 150 ST NE 5 AVE ~120FT EAST OF NE 5 AVE 120 26 2 18 0.00 0 362 TUI 311429 WHIPPLE CREEK EST NE 5 AVE/CT NE 149 ST NORTH TO CUL-DE-SAC 670 26 2 23 1.00 33 2,341 TUI 311271 HANSEN MEADOWS PH 1 NE 144 ST NE 9 CT NE 10 AVE NE 10 AVE 105 26 4 35 0.00 0 420 TUI 311271 HANSEN MEADOWS PH 1 NE 143 ST/NE 9 CT NE 6 AVE NE 144 ST 827 25 0 0 0.00 0 2,297 TUI		311245	WHIPPLE CREEK PLACE PH F	NW 5 PL	NW 152 ST	~94FT SOUTH OF NW 152 ST	94	26	2	18	0.00	0	287	TUESDAY
311429 WHIPPLE CREEK EST NE 150 ST NE 5 AVE ~120FT EAST OF NE 5 AVE 120 26 2 18 0.00 0 362 TUI 311429 WHIPPLE CREEK EST NE 5 AVE/CT NE 149 ST NORTH TO CUL-DE-SAC 670 26 2 23 1.00 33 2,341 TUI 311271 HANSEN MEADOWS PH 1 NE 144 ST NE 9 CT NE 144 ST NE 144 ST 827 25 0 0 0.00 0 2,297 TUI		311245	WHIPPLE CREEK PLACE PH F	NW 152 ST/4 PL/153 ST/6 AVE (LOOP)	NW 5 PL	NW 5 PL	1,084	26	0	0	0.00	0	3,132	TUESDAY
311429 WHIPPLE CREEK EST NE 5 AVE/CT NE 149 ST NORTH TO CUL-DE-SAC 670 26 2 23 1.00 33 2,341 TUI 311271 HANSEN MEADOWS PH 1 NE 144 ST NE 9 CT NE 10 AVE 105 26 4 35 0.00 0 420 TUI 311271 HANSEN MEADOWS PH 1 NE 143 ST/NE 9 CT NE 6 AVE NE 144 ST 827 25 0 0 0.00 0 2,297 TUI		311429	WHIPPLE CREEK EST		~120FT WEST OF NE 5 AVE		120	26	2	18	0.00	0	362	TUESDAY
311271 HANSEN MEADOWS PH 1 NE 144 ST NE 9 CT NE 10 AVE 105 26 4 35 0.00 0 420 TUI 311271 HANSEN MEADOWS PH 1 NE 143 ST/NE 9 CT NE 6 AVE NE 144 ST 827 25 0 0 0.00 0 2,297 TUI		311429	WHIPPLE CREEK EST	NE 150 ST		~120FT EAST OF NE 5 AVE	120	26	2	18		0	362	TUESDAY
311271 HANSEN MEADOWS PH 1 NE 143 ST/NE 9 CT NE 6 AVE NE 144 ST 827 25 0 0 0.00 0 2,297 TUI		311429	WHIPPLE CREEK EST	NE 5 AVE/CT	NE 149 ST	NORTH TO CUL-DE-SAC	670	26	2	23	1.00	33	2,341	TUESDAY
		311271	HANSEN MEADOWS PH 1	NE 144 ST	NE 9 CT	NE 10 AVE	105	26	4	35	0.00	0	420	TUESDAY
19 D 211271 HANSEN MEADOWS DL 1		311271	HANSEN MEADOWS PH 1	NE 143 ST/NE 9 CT	NE 6 AVE	NE 144 ST	827	25	0	0	0.00	0	2,297	TUESDAY
10-D 3112/1	18-D	311271	HANSEN MEADOWS PH 1	NE 8 CT	NE 143 ST	NORTH TO CUL-DE-SAC	326	24	2	24	1.00	35	1,324	TUESDAY
311271 HANSEN MEADOWS PH 1 NE 9 CT NE 144 ST NORTH TO CUL-DE-SAC 24 24 0 0 1.00 35 1,078 TUI		311271	HANSEN MEADOWS PH 1	NE 9 CT	NE 144 ST	NORTH TO CUL-DE-SAC	244	24	0	0	1.00	35	1,078	TUESDAY
311350 HANSEN MEADOWS PH 2 NE 6 AVE/145 ST/7 AVE NE 143 ST NE 143 ST 903 24 2 20 0.00 0 2,427 TUI		311350	HANSEN MEADOWS PH 2	NE 6 AVE/145 ST/7 AVE	NE 143 ST	NE 143 ST	903	24	2	20	0.00	0	2,427	TUESDAY

2018 Seals

2018 Joint Agency Slurry Seal Project

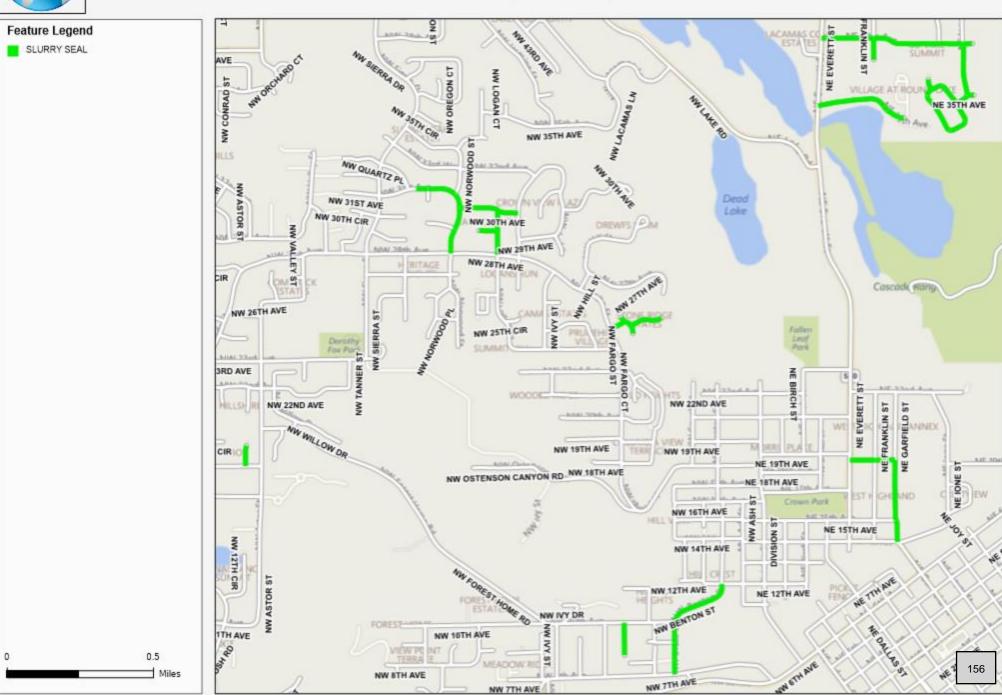
W.O. # 011228

						SLURRY	SLURRY	SLURRY				SLURRY	
MAP#	RD LOG/BKPG	ROAD/SUBDIVISION NAME	STREET	FROM	то	LENGTH (FT)	WIDTH (FT)	# OF CURB	CURB RETURN LENGTH (FT)	# OF CUL-DE-SAC	CUL-DE-SAC RADIUS (FT)	SEGMENT AREA (S.Y.)	SOLID WASTE COLLECTION DAY
	G465	LAKESHORE RIDGE-3	NW 33 AVE	NW 109 ST	~119FT SOUTH OF NW 112 ST	722	39	2	35	0.00	0	3187	THURSDAY
		LAKESHORE RIDGE-3	NW 33 AVE CUL-DE-SAC	NW 33 AVE	WEST TO CUL-DE-SAC	77	33	2	26	1.00	40	873	THURSDAY
		WESTMOOR 2 PH 2	NW 112 ST/NW 33 AVE	~119FT SOUTH OF NW 112 ST	NW 35 AVE	675	30	2	26	0.00	0	2282	THURSDAY
	-	WEST OF WESTMOOR PH 1	NW 112 ST	NW 36 AVE	~380FT WEST OF NW 38 AVE	910	26	2	26	0.00	0	2,661	THURSDAY
		WEST OF WESTMOOR PH 1	NW 112 ST CUL-DE-SACS W/ISLANDS	NW 112 ST	NW 112 ST	306	27	8	17	0.00	0	973	THURSDAY
		WEST OF WESTMOOR PH 1	NW 111 CIR	NW 38 AVE	EAST TO CUL-DE-SAC	225	24	2	15	1.00	35	1,038	THURSDAY
	310601	WEST OF WESTMOOR PH 1	NW 38 AVE	NW 114 ST	NW 111 CIR	1,045	27	5	25	0.00	0	3,210	THURSDAY
	310601	WEST OF WESTMOOR PH 1	NW 37 CT	NW 112 ST	NORTH TO CUL-DE-SAC	168	24	2	19	1.00	45	1,172	THURSDAY
	310640	LAKE RIVER TERRACE	NW 35 AVE	NW 119 ST	~642FT SOUTH OF NW 119 ST	642	26	2	37	0.00	0	1920	TUESDAY
	310640	LAKE RIVER TERRACE	NW 118 ST	NW 35 AVE	WEST TO END	230	27	2	27	0.00	0	725	TUESDAY
	310643	FELIDA VILLAGE	NW 33 AVE	NW 119 ST	~584FT SOUTH OF NW 119 ST	584	26	2	25	0.00	0	1717	TUESDAY
	310643	FELIDA VILLAGE	NW 118 ST/34 AVE	NW 33 AVE	SOUTHWEST TO CUL-DE-SAC	556	26	3	32	1.00	35	2107	TUESDAY
	310648	HORIZON WEST PH 1	NW 119 ST/40 AVE/118 CIR	NW 38TH AVE	WEST TO CUL-DE-SAC	1951	26	1	30	1.00	45	6365	TUESDAY
18-E	310648	HORIZON WEST PH 1	NW 118 WAY	NW 118 CIR	SOUTHEAST TO CUL-DE-SAC	244	30	1	27	1.00	45	1538	TUESDAY
	310776	WEST OF WESTMOOR PH 2	NW 38 AVE	NW 111 CIR	SOUTH TO END	109	27	0	0	0.00	0	327	THURSDAY
	310786	SUN QUEST ESTATES	NW 33 AVE	~325FT SOUTH OF NW 127 ST	NW 124 ST	649	25	2	28	0.00	0	1840	TUESDAY
	310855	NORTHWESTMOOR	NW 116 ST/37 CT	NW 38 AVE	NORTHEAST TO CUL-DE-SAC	558	24	2	20	1.00	75	3,471	TUESDAY
	311424	MESSNER ESTATES	NW 40 AVE	NW 122 ST	NW 119 ST	824	21	3	20	0.00	0	1951	TUESDAY
	311424	MESSNER ESTATES	NW 41 AVE	NW 122 ST	NW 120 ST	603	27	4	20	0.00	0	1847	TUESDAY
	311424	MESSNER ESTATES	NW 42 AVE	NW 122 ST	NW 120 ST	595	27	4	20	0.00	0	1823	TUESDAY
	311424	MESSNER ESTATES	NW 120 ST	NW 40 AVE	WEST TO CUL-DE-SAC	500	27	2	23	1.00	30	1839	TUESDAY
	311424	MESSNER ESTATES	NW 121 CIR	NW 42 AVE	NORTHWEST TO CUL-DE-SAC	265	27	2	27	1.00	30	1144	TUESDAY
	311554	FALCON'S REST PUD	NW 38 AVE	NW 122 ST	NW 121 ST/CIR	177	28	4	22	0.00	0	597	TUESDAY
		FALCON'S REST PUD	NW 121 ST/39 CT	NW 38 AVE	SOUTHWEST TO CUL-DE-SAC	332	26	0	0	1.00	35	1387	TUESDAY
		FALCON'S REST PUD	NW 121 CIR	NW 38 AVE	EAST TO CUL-DE-SAC	432	26	0	0	1.00	35	1676	TUESDAY
		FELIDA FARM	NW 125 CIR	NW 31 AVE	WEST TO END	319	26	2	30	0.00	0	964	TUESDAY
		NW 38 AVE/114 ST	NW 38 AVE/114 ST	~125FT NORTH OF NW 116 ST	NW 36 AVE	1,115	34	1	20	0.00	0	4,222	TUESDAY
		TIBBETS MEADOWS	NW 13 CT	NW 113 ST	NORTH TO CUL-DE-SAC	127	22	2	25	1.00	25	558	THURSDAY
	310762	TIBBETS MEADOWS	NW 12 AVE	NW 113 ST	~327FT NORTH OF NW 113 ST	327	25	2	23	0.00	0	934	THURSDAY
	310762	TIBBETS MEADOWS	NW 113 ST/CIR	NW 16 AVE	EAST TO CUL-DE-SAC	1,088	33	2	34	1.00	35	4,472	THURSDAY
	310762	TIBBETS MEADOWS	NW 114 CIR	NW 12 AVE	EAST TO END	162	20	0	0	0.00	0	360	THURSDAY
	310957	HORIZON VIEW	NW 12 AVE	NW 113 ST	~138FT SOUTH OF NW 112 ST	311	26	2	28	0.00	0	936	THURSDAY
	310957	HORIZON VIEW	NW 112 ST	NW 12 AVE	EAST TO CUL-DE-SAC	295	26	2	24	1.00	45	1,587	THURSDAY
18-F	311407	MAYER ESTATES	NW 15 CT	NW 114 ST	NORTH TO CUL-DE-SAC	110	21	2	19	1.00	30	588	THURSDAY
10-1	311407	MAYER ESTATES	NW 114 ST/14 AVE	NW 16 AVE	~55FT NORTH OF NW 115 ST	629	26	2	44	0.50	30	2,067	THURSDAY
		MAYER ESTATES	NW 115 ST/114 ST/12 AVE	NE 14 AVE	~95FT NORTH OF NW 114 ST	652	25	2	30	0.00	0	1,854	THURSDAY
		SONGBIRD PH2	NW 13 AVE	NW 109 ST	NW 110 ST	145	26	4	31	0.00	0	511	THURSDAY
		SONGBIRD PH2	NW 12 AVE	NW 110 ST	~171FT NORTH OF NW 110 ST	171	26	2	21	0.00	0	515	THURSDAY
		SONGBIRD PH2	NW 110 ST	NW 13 AVE	~90FT EAST OF NW 12 AVE	345	26	0	0	0.00	0	997	THURSDAY
		SONGBIRD	NW 12 AVE	~171FT NORTH OF NW 110 ST	~138FT SOUTH OF NW 112 ST	296	26	0	0	0.00	0	855	THURSDAY
		SONGBIRD NE 6 AVE - SOUTH PARKING AREA	NW 110 ST/14 AVE/111 ST	NW 13 AVE	NW 12 AVE	885	26	0	32 0	1.00	60 0	3,862	THURSDAY THURSDAY
		NE 6 AVE - NORTH PARKING AREA	NE 6 AVE	-	 	19 19	63 99	0	0	0.00	0	133 209	THURSDAY
		NE 101 ST - WEST PARKING AREA	NE 101 ST	-	+	19	181	0	0	0.00	0	382	THURSDAY
		NE 101 ST - WEST PARKING AREA NE 101 ST - MIDDLE PARKING AREA	NE 101 ST	-		19	145	0	0	0.00	0	306	THURSDAY
18- I	-	NE 101 ST - EAST PARKING AREA	NE 101 ST	-		19	130	0	0	0.00	0	274	THURSDAY
	-	NE 9 AVE - SOUTH PARKING AREA	NE 9 AVE	-	<u>-</u>	19	72	0	0	0.00	0	152	THURSDAY
		NE 9 AVE - MIDDLE PARKING AREA	NE 9 AVE	-	<u>-</u>	19	63	0	0	0.00	0	133	THURSDAY
		NE 9 AVE - NORTH PARKING AREA	NE 9 AVE	-	 	19	81	0	0	0.00	0	171	THURSDAY
		CEDAR ACRE ESTATES	NW CEDAR ACRES DR/34 AVE/203 ST	NW 199 ST	NW CEDAR ACRES DR	1,648	40	4	20	0.00	0	7,363	TUESDAY
18-J		CEDAR ACRE ESTATES	NW CEDAR ACRES DR	NW 34 AVE	NORTH TO END	1,353	40	2	68	0.00	0	6,234	TUESDAY
		CEDAR ACRE ESTATES	NW 34 AVE CUL-DE-SAC	NW 203 ST	EAST TO CUL-DE-SAC	150	40	2	20	1.00	40	1,244	TUESDAY
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City of Camas

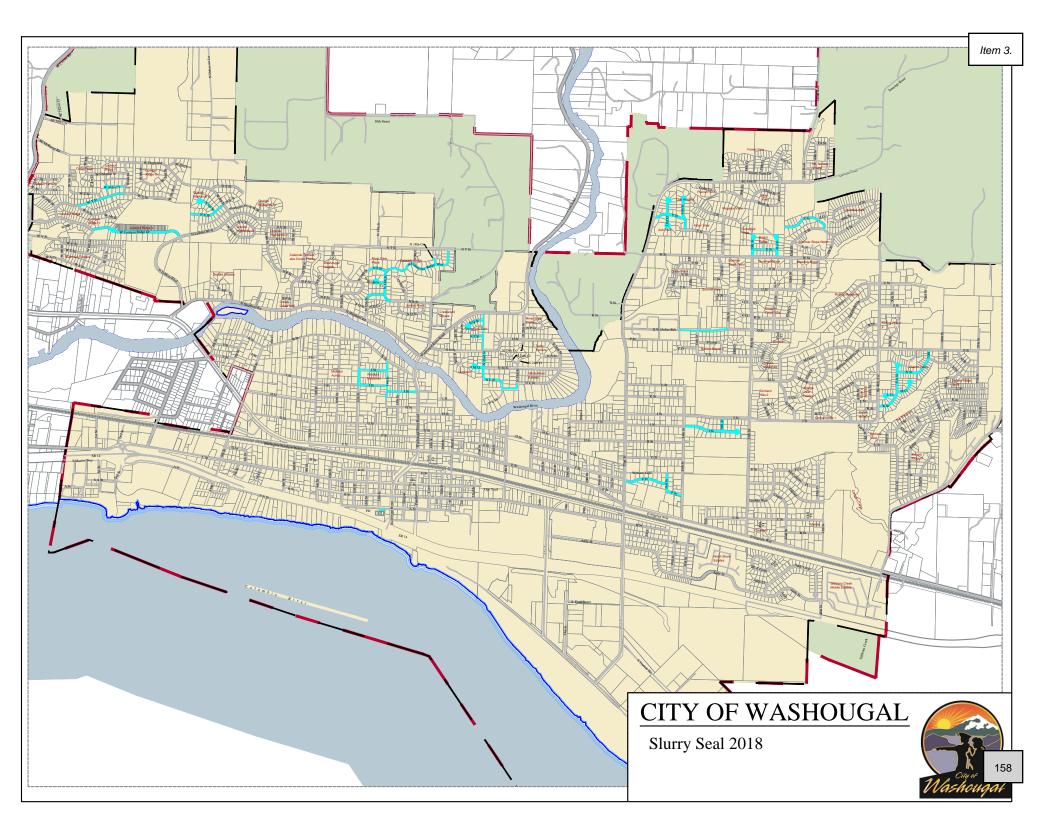
Project Selection

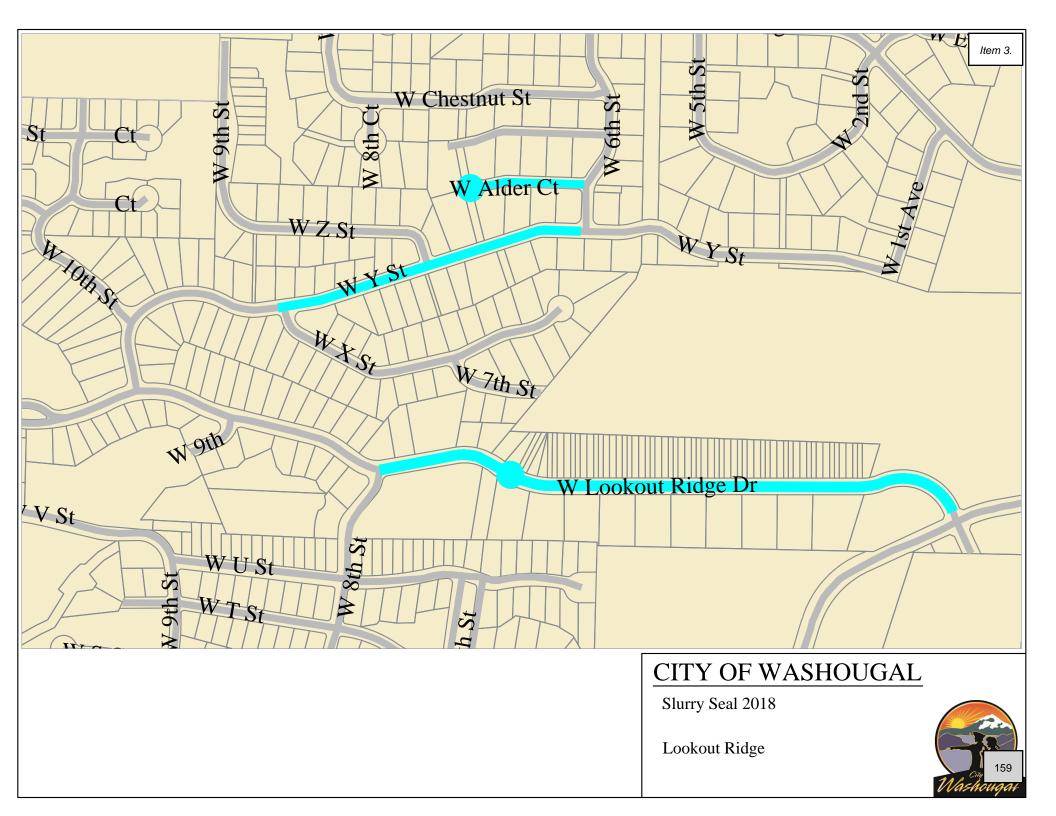
2018 Camas Slurry - 2018 Project Period - Printed: 2/15/2018

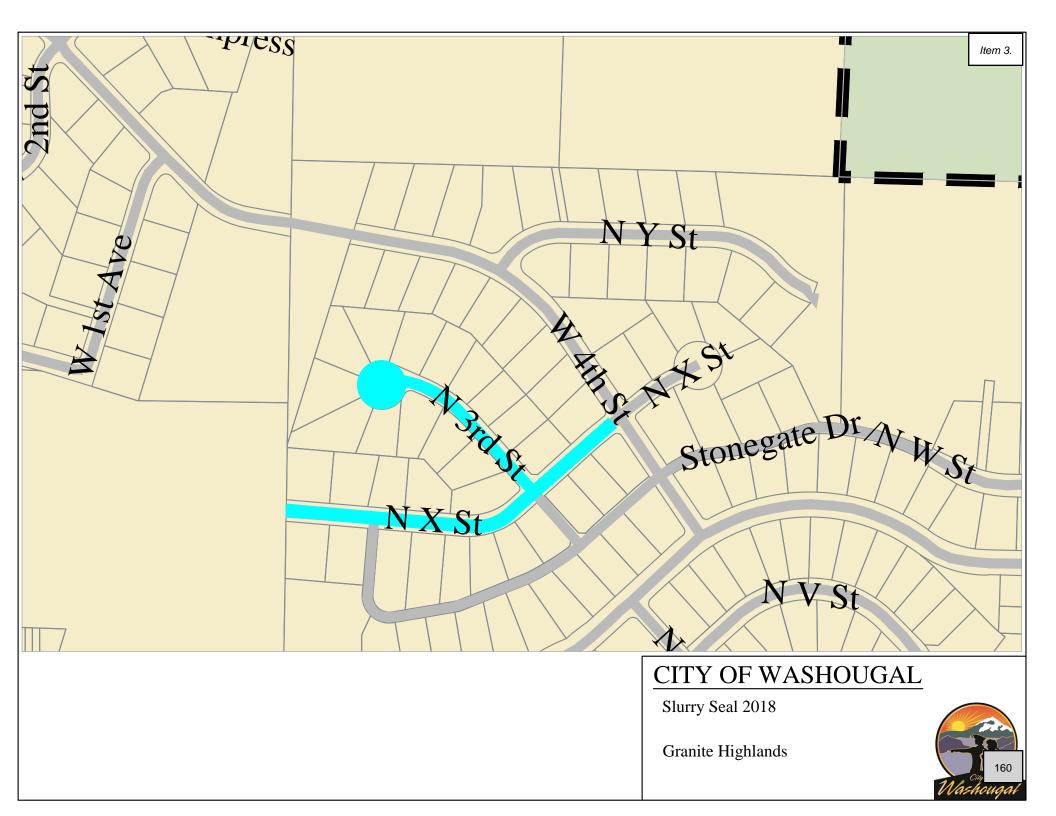


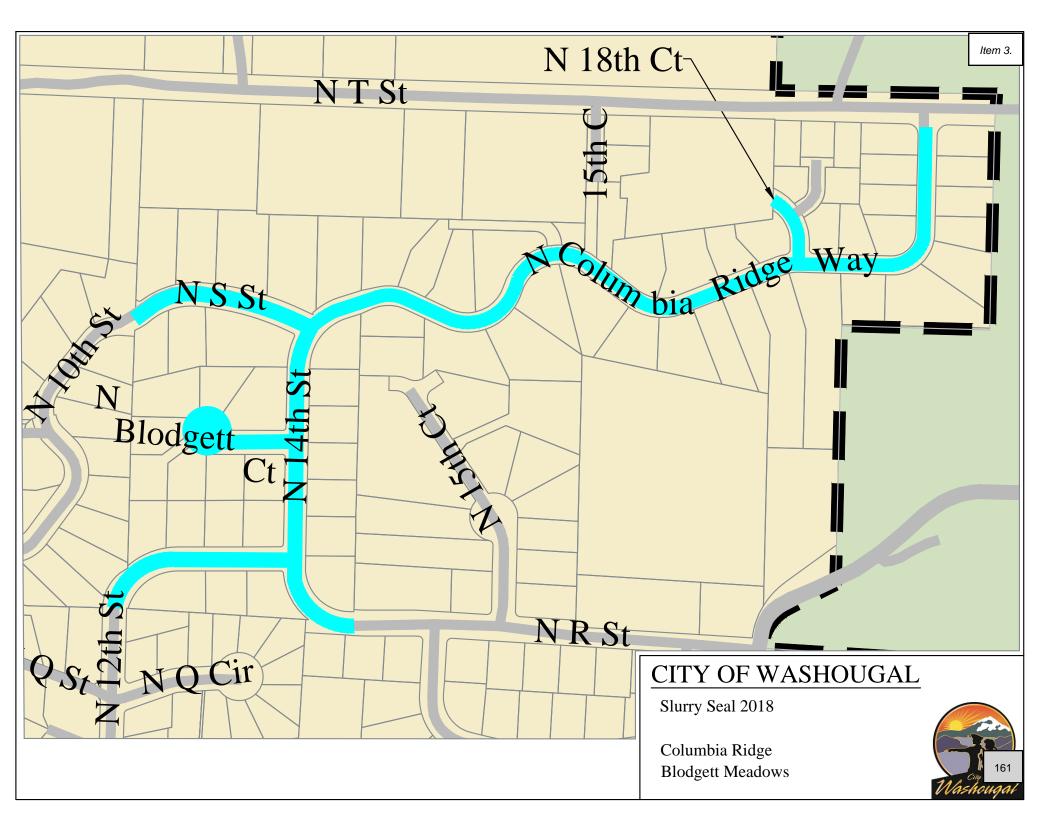
City of Camas 2018 Joint Agency Slurry Seal Project

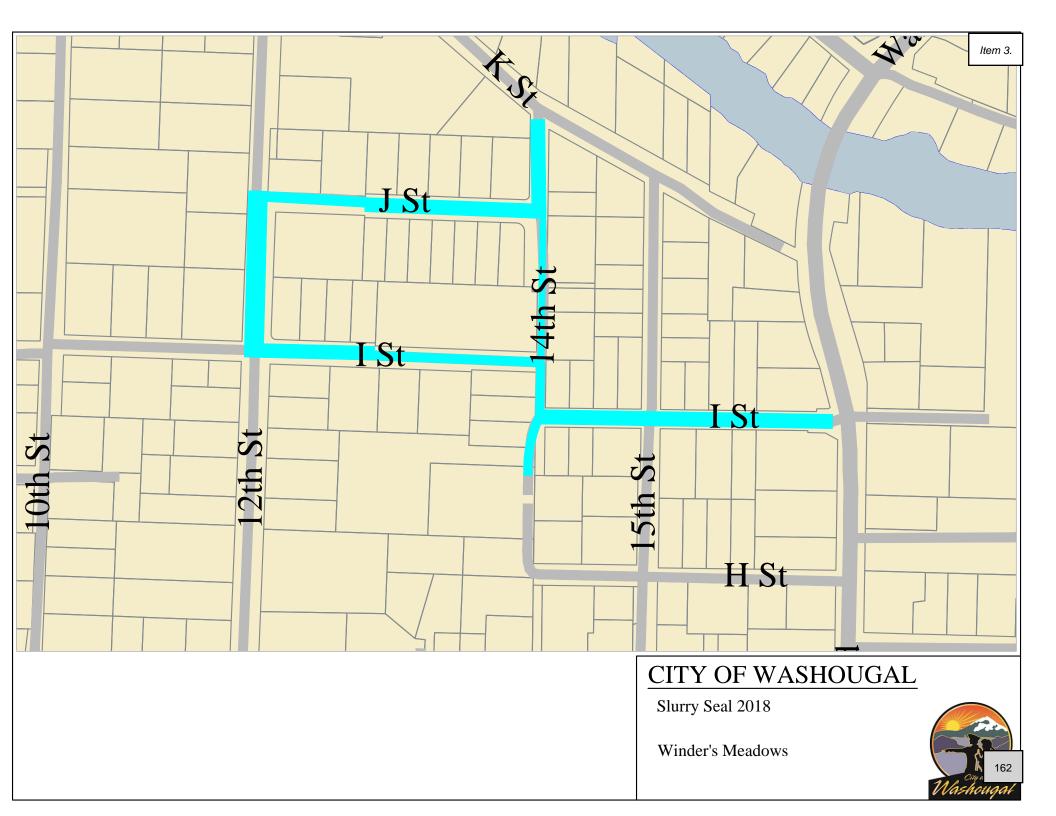
RoadName	SectionID	BegLocation	EndLocation	SectionLength	SectionWidth	SectionArea	AreaTreated SY
19TH AVE NE	050	EVERETT ST	GARFIELD ST	540	30	16200	1800.00
24TH AVE NW	050	FARGO RD	ELGIN ST	213	35	7455	828.33
24TH CIR NW	030	ELGIN ST	CUL DE SAC EAST	444	30	13320	1480.00
30TH AVE NW	020	NORWOOD ST	KENT ST	734	35	25690	2854.44
31ST AVE NW	050	150" W. OF 31ST CT	NORWOOD ST	494	35	17290	1921.11
34TH AVE NE	030	GARFIELD ST	HAYES ST	261	24	6264	696.00
35TH AVE NE	030	EVERETT ST	CAMAS PARK TRAIL	890	18	16020	1780.00
35TH AVE NE	040	CAMAS PARK TRAIL	CUL DE SAC	370	24	8880	986.67
35TH AVE NE	050	HAYES ST	DEAD END E. OF IONE ST	247	34	8398	933.11
36TH AVE NE	030	GARFIELD ST	HAYES ST	267	24	6408	712.00
38TH AVE NE	080	EVERETT ST	FRANKLIN ST	669	18	12042	1338.00
38TH AVE NE	090	FRANKLIN ST	DEAD END W. OF IONE ST	1285	34	43690	4854.44
ASTOR CT NW	010	18TH AVE	CUL DE SAC NORTH	293	35	10255	1139.44
BENTON ST NW	010	10TH AVE	12TH AVE	810	39	31590	3510.00
DRAKE ST NW	020	7TH AVE	10TH AVE	650	39	25350	2816.67
ELGIN ST NW	010	DEAD END W. OF 24TH AVE	DEAD END E. OF 24TH CIR	303	30	9090	1010.00
FARGO ST NW	030	DEAD END SOUTH	10TH ST	382	30	11460	1273.33
FRANKLIN ST NE	100	DEAD END SOUTH	38TH AVE	206	13	2678	297.56
GARFIELD CT NE	010	36TH AVE	CUL DE SAC	192	24	4608	512.00
GARFIELD ST NE	050	14TH AVE	15TH AVE	250	34	8500	944.44
GARFIELD ST NE	060	15TH AVE	19TH AVE	773	40	30920	3435.56
GARFIELD ST NE	080	34TH AVE	36TH AVE	518	24	12432	1381.33
HAYES ST NE	040	34TH ST	36TH ST	535	24	12840	1426.67
IONE ST NE	050	35TH AVE	38TH AVE	652	34	22168	2463.11
LOGAN CIR NW	010	LOGAN ST	CUL DE SAC WEST	257	35	8995	999.44
LOGAN ST NW	040	28TH AVE	30TH AVE	512	35	17920	1991.11
NORWOOD ST NW	070	28TH AVE	31ST AVE	755	35	26425	2936.11
							46320.89



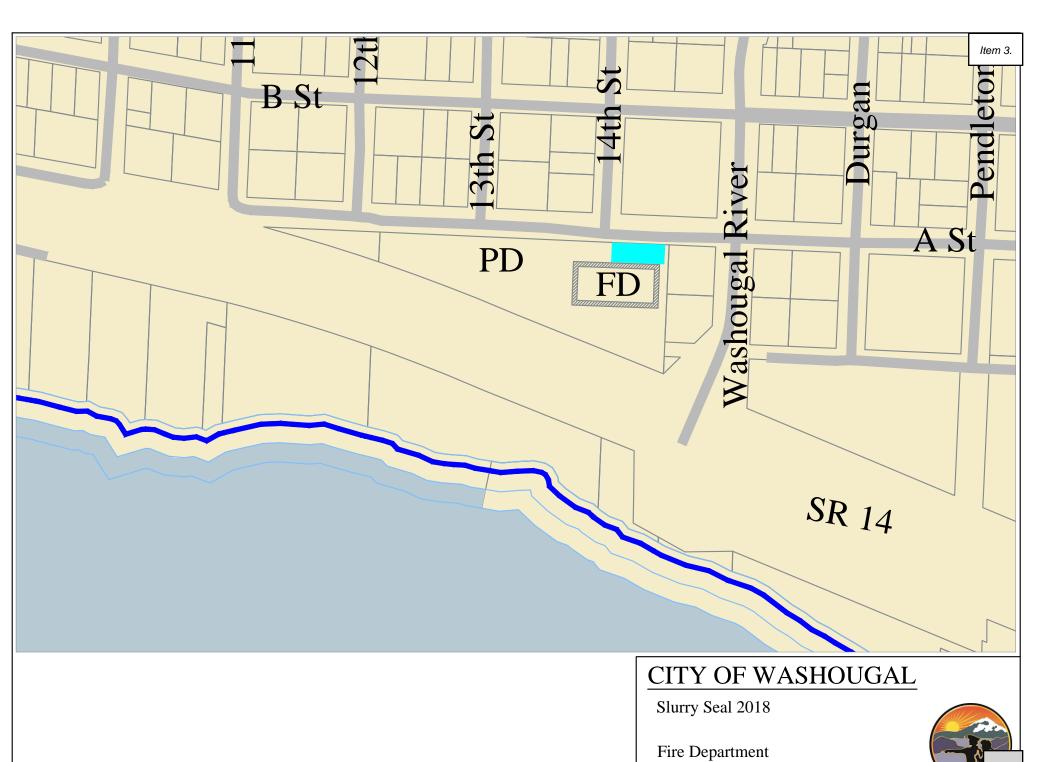


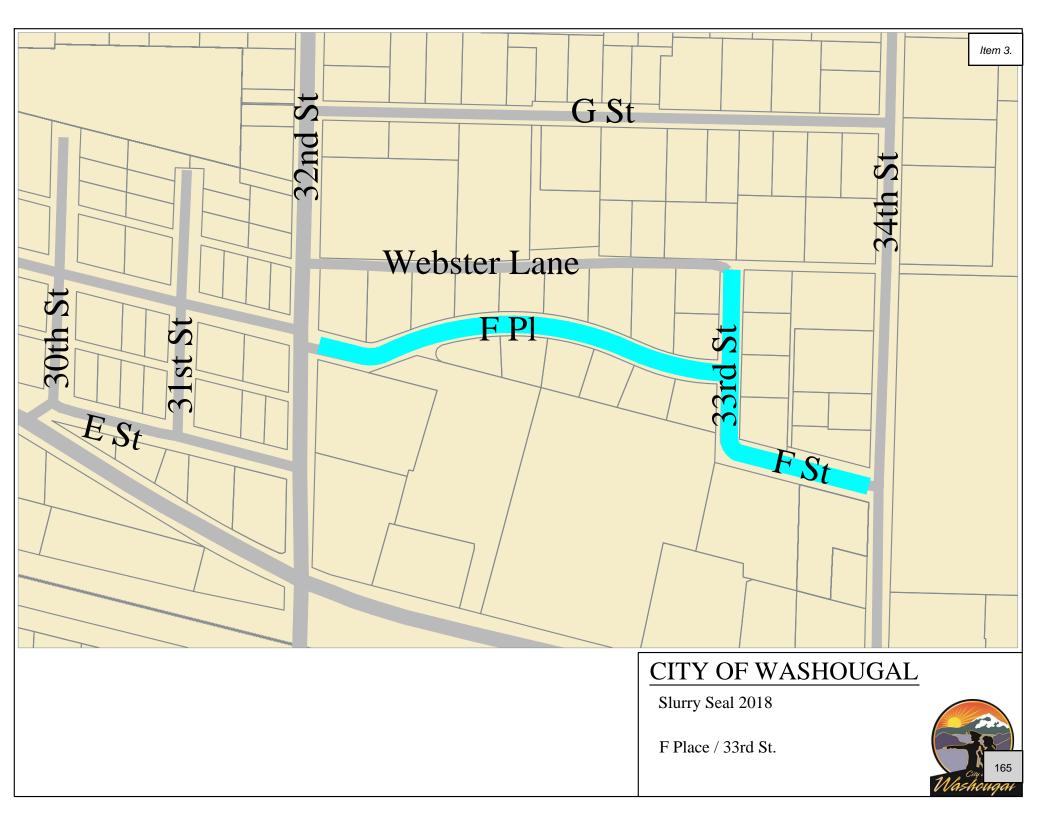


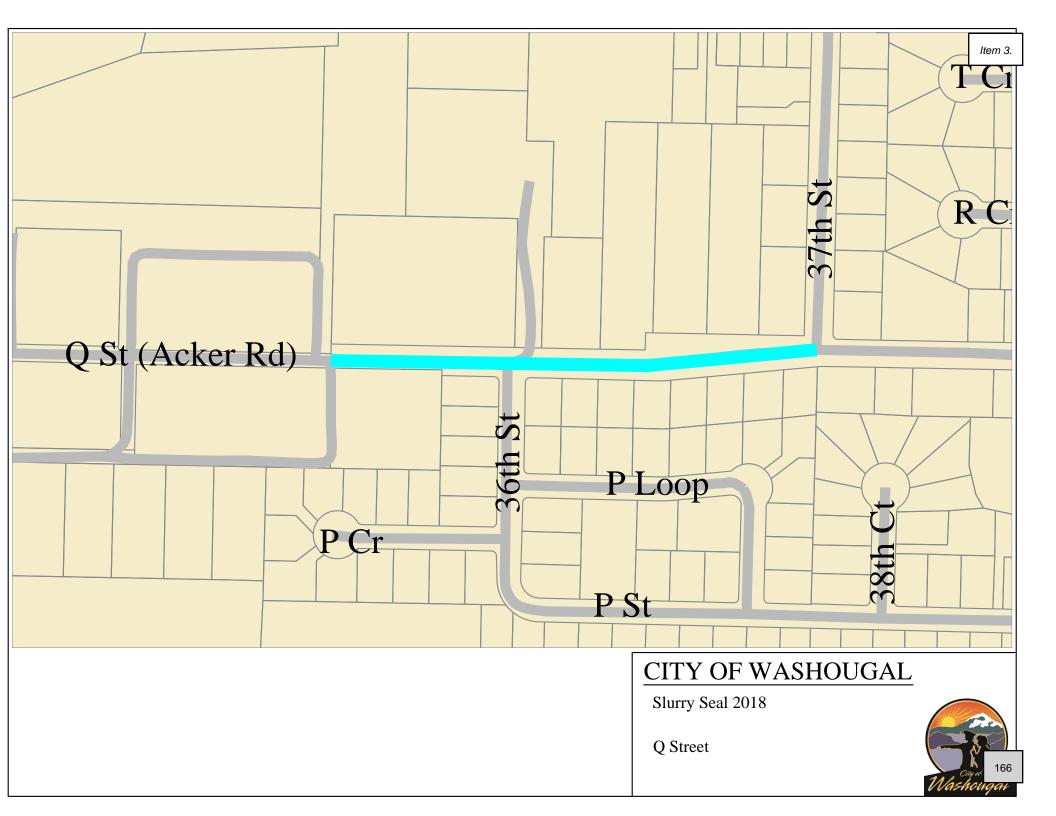


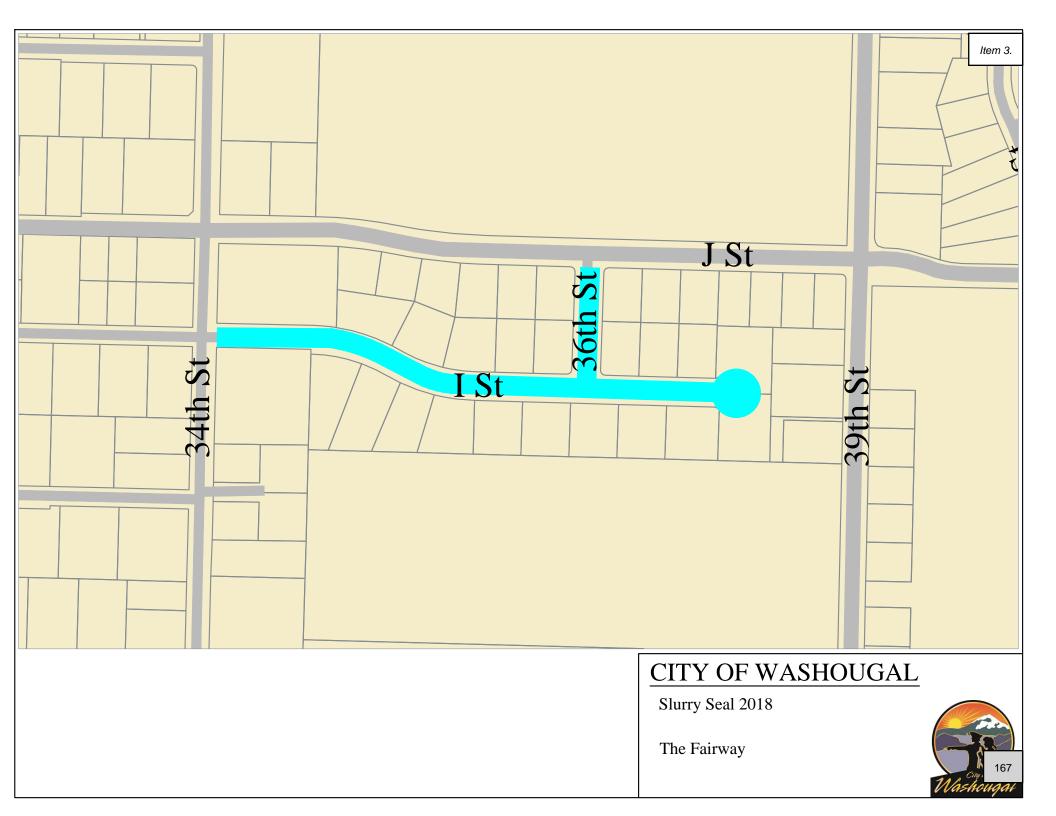


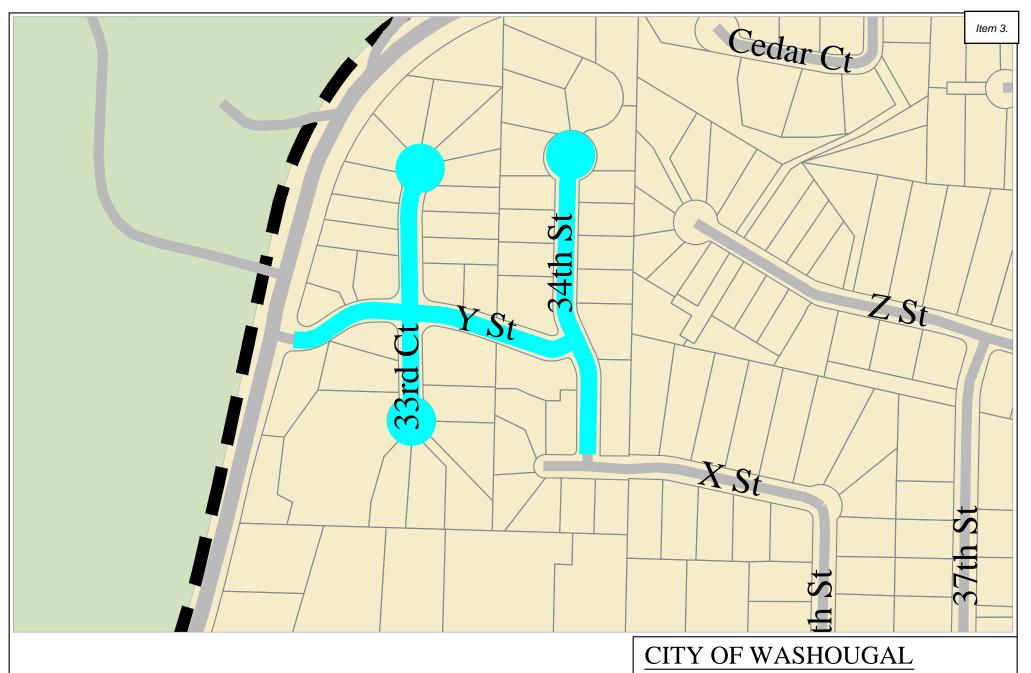








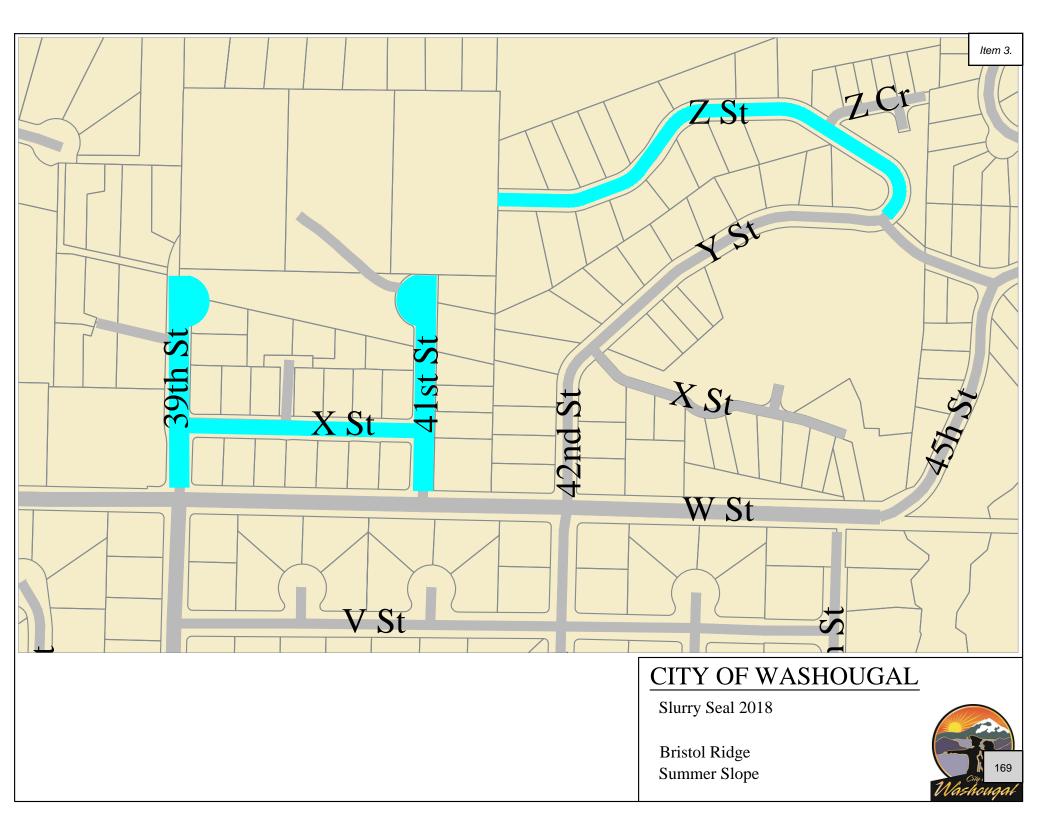


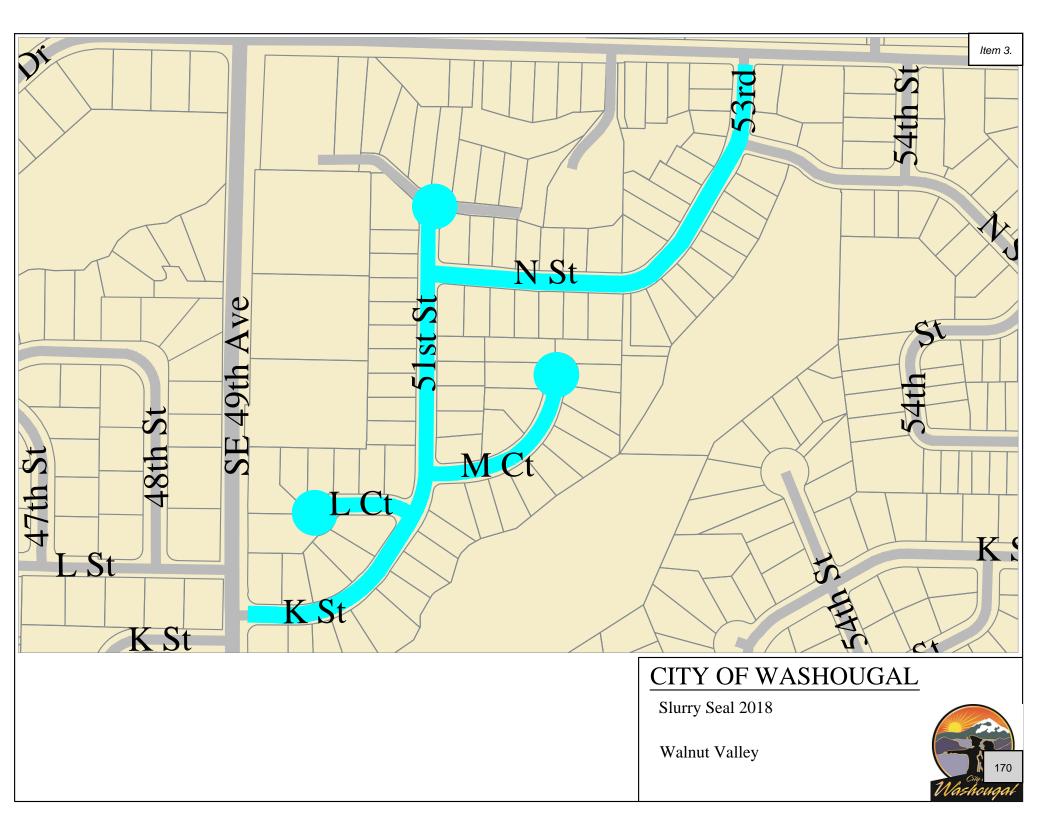


Slurry Seal 2018

Ash Park Oak Heights







City of Washougal 2018 Joint Agency Slurry Seal Project

2010 Joint Agency	Juliy	Seai	r roj e ct	T
STREET	Length	Width	Sq. Feet	Sq. Yards
	EAL - TYPE	2		
Granite Highlands/Lookout Ridge				
W "Y" St W "X" St. to house #584	1,140'	27'	30,780	3,420
W Alder Ct 6th St. to Cul-De-Sac West	415'	23'	9,545	1,061
W Lookout Rd. Dr W 8th St. to LeBrun	1,900'	32'	60,800	6,756
N "X" Street - 4th St. to Dead End West	808'	27'	21,816	2,424
N 3rd Street - N "X" St. to Cul-De-Sac North	468'	23'	10,764	1,196
Columbia Ridge/Blodgett Meadows				
Columbia Rdg Way - N "T" St. to N 14th St.	1,704'	27'	46,008	5,112
N 14th Street - N "S" St. to N "R" St.	678'	30'	20,340	2,260
N "S" Street - N 14th St. to N 10th St.	440'	31'	13,640	1,516
N Blodgett Ct - N 14th to Cul-De-Sac West	243'	30'	7,290	810
N "R" St N 14th St. to N 12th St.	450'	31'	13,950	1,550
N. 18th Court - Columbia Rdg. Wy to Dead E.	140'	25'	3,500	389
Winder's Meadows				
"I" Street - 12th St. to House #1235	253'	29'	7,337	815
"I" Street - House #1235 to 14th Street	299'	19'	5,681	631
"J" Street - 12th St. to House #1239	205'	21'	4,305	478
"J" Street - House #1239 to 14th St.	383'	30'	11,490	1,277
12th Street - "I" St. to where road narrows	145'	40'	5,800	644
12th Street - From road narrows to "J" St.	180'	25'	4,500	500
14th Street - "I" St. to "J" St.	278'	13'	3,614	402
14th Street - "J" St. to "K" St.	231'	30'	6,930	770
14th Street - Dead End South of "I" to "I" St.	315'	18'	5,670	630
"I" Street - Washougal Riv. Rd. to 14th St.	632'	30'	18,960	2,107
Thompson Flats				
N 22nd St N "O" St. to Washougal Riv. Rd.	793'	18'	14,274	1,586
N "Q" St N 22nd St. to Cul-De-Sac West	433'	30'	12,990	1,443
N "P" St N 22nd to Dead End West	276'	30'	8,280	920
Autumn Slope/White Water				
N 22nd Street - "M" St. to "O" St.	342'	35'	11,970	1,330
N 22nd Street - "M" St. to "L" St.	203'	30'	6,090	677
N "L" Street - N 22nd St. to N "L" Dr.	530'	31'	16,430	1,826
N "L" Drive - N "L" St. to N 24th St.	320'	22'	7,040	782
N "M" Court - N 22nd to Cul-De-Sac West	258'	30'	7,740	860
Fire Department				
Driveway Approach off "A" Street	110'	40'	4,400	489
F Place/33rd ST.				
F Place - 32nd St. to 33rd St.	881'	35'	30,835	3,426
33rd Street - Webster Lane to "F" Street	384'	35'	13,440	1,493

Q Street				
"Q" Street - 37th St to East Cem. Entrance	1,015'	26'	26,390	2,932
The Fairway				
"I" Street - 34th St. to Cul-De-Sac East	1,189'	40'	47,560	5,284
36th Street - "I" St. to "J" St.	263'	40'	10,520	1,169
Ash Park/Oak Heights				
"Y" Street - Stiles Rd. to 34th Street	652'	34'	22,168	2,463
33rd Court - Cul-De-Sacs N and S of "Y"	610'	34'	20,740	2,304
34th Street - "X" St. to North Cul-De-Sac	720'	34'	24,480	2,720
Bristol Ridge				
39th Street - "W" St. to Cul-De-Sac	468'	41'	19,188	2,132
41th Street - "W" St. to Dead End North	488'	30'	14,640	1,627
"X" Street - 39th St. to 41st St.	491'	30'	14,730	1,637
Summer Slope North				
"Z" Street - West Dead End to "Y" St.	1,052'	27'	28,404	3,156
Walnut Valley				
"K" Street - 49th St. to 51st St.	457'	34'	15,538	1,726
51st Street - "L" Ct. to Cul-De-Sac North	725'	30'	21,750	2,417
"L" Court - 51st St. to Cul-De-Sac	267'	30'	8,010	890
"M" Court - 51st St. to Cul-De-Sac East	441'	30'	13,230	1,470
"N" Street - 51st St. to 53rd St.	787'	34'	26,758	2,973
53rd Street - "N" St. to "P" St.	204'	30'	6,120	680
TOTAL				05 400
TOTAL				85,160



Office of the Mayor

PROCLAMATION OF CIVIL EMERGENCY CITY OF CAMAS, WASHINGTON

Whereas, Camas Municipal Code Section 2.48.020 provides that in the event an emergency occurs which causes or is tending to cause danger or injury to persons or damage to property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare then the Mayor may proclaim a civil emergency to exist; and

Whereas, in the interest of public safety and welfare, Washington state law under Chapter 38.52 RCW sets forth certain powers exercisable by municipalities in the event of emergencies; and

Whereas, Camas Municipal Code Chapter 8.56 sets forth additional procedures and powers related to Emergency Management; and

Whereas, on February 29, 2020, Governor Jay Inslee declared a state of emergency due to the public health emergency posed by the coronavirus 2019 (hereafter COVID-19); and

Whereas, on March 13, 2020, the Clark County Council announced a state of emergency resolution for Clark County regarding COVID-19. Similar emergency declarations have been issued in Washington, Multnomah, and Clackamas counties in the Portland metropolitan area; and

Whereas, on March 13, 2020, Governor Inslee ordered all K-12 public and private schools in Washington State to close by no later than March 17, 2020 and remained closed through April 24, 2020, further ordering on March 16, 2020 a statewide emergency proclamation to temporarily shut down restaurants, bars and entertainment and recreational facilities and ban all gatherings with over 50 participants, with all gatherings under 50 participants to be prohibited unless previously announced criteria for public health and social distancing are met; and

Whereas, on March 13, 2020, President Donald Trump declared a national emergency in the United States of America related to the COVID-19 outbreak; and

Whereas, as of March 14, 2020, the Washington State Department of Health reported a total of 642 confirmed cases of COVID-19 with 40 resulting deaths. As of March 14, 2020, at least 3 confirmed cases of COVID-19 have been reported in Clark County; and

Whereas, as reported by the Washington State Department of Health:

Public health experts agree that the true number of people who have been infected with COVID-19 in Washington greatly exceeds the number of COVID-19 infections that have been laboratory-confirmed. It is very difficult to know exactly how many people in Washington have been infected to date since most people with COVID-19 experience mild illness and the ability to get tested is still not widely available; and

Fax: 360.834.1535

Whereas, as Mayor of the City of Camas I have determined that it is necessary to proclaim the existence of a civil emergency and to take such actions as may be required to effectively utilize city resources in the protection of the public health, safety and welfare;

NOW, THEREFORE I, Barry McDonnell, Mayor of the City of Camas, Proclaim as follows:

- 1. I declare there is a civil emergency caused by COVID-19 in the City of Camas.
- 2. The civil emergency requires the implementation of those powers delineated in Chapter 2. 48 and 8.56 of the Camas Municipal Code and Chapter 38.52 RCW.
- 3. To the extent of such powers as granted by law, the City may enter into contracts and incur obligations, and take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties and to provide emergency assistance to persons affected by this emergency.
- 4. These powers will be exercised in light of the exigencies of the situation without regard to the formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, and the appropriation and expenditure of funds.
- 5. I delegate to the Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.
- Department heads are further authorized to reassign staff from their ordinary duties to work
 deemed necessary to address the emergency outside their normal job duties and to require work
 beyond normal working hours in the performance of duties deemed necessary to respond to the
 emergency.
- 7. Pursuant to Camas Municipal Code sections 2.48.020 and 8.56.080 a copy of this Proclamation shall be filed with the City Clerk, a copy delivered to the Director of Emergency Management, State Emergency Management, and the Governor and the news media within the City shall be advised, with copies of this Proclamation posted at public places as may heretofore be designated.
- 8. This Proclamation will take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code Section 2.48.040.

DATED AND SIGNED THIS 18th DAY OF MARCH, 2020.

City of Camas

Mayor Barry McDonnell

Office of the Mayor

SUPPLEMENT TO PROCLAMATION OF CIVIL EMERGENCY ISSUED MARCH 18, 2020 CITY OF CAMAS, WASHINGTON

The recitals as set forth in the Proclamation of Civil Emergency, City of Camas, Washington issued March 18, 2020 are hereby adopted by reference.

For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

- 1. The City hereby implements a moratorium on the hiring of new employees with exceptions to be granted on a case-by-case basis by the Mayor.
- 2. City employee accrual of overtime shall be limited to emergency and unavoidable circumstances.
- 3. The City hereby implements a moratorium on the hiring of any seasonal staff with exceptions to be granted by the Mayor.
- 4. No employee or elected official business travel, conference attendance, or training shall be occur except as required by law, with limited exceptions as may be otherwise approved in advance.
- 5. All City departments shall maintain their ongoing strict adherence to established budgets.
- 6. City capital projects deemed non-essential will be placed on hold.

This Supplement to Proclamation of Civil Emergency shall take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code 2.48.040.

DATED AND SIGNED THIS 15TH DAY OF APRIL, 2020

City of Camas

Mayor Barry McDonnell



Office of the Mayor

FIRST AMENDMENT TO PROCLAMATION OF CIVIL EMERGENCY

Pursuant to Camas Municipal Code Section 2.48.040, the Supplement to Proclamation of Civil Emergency issued April 15, 2020 is amended to strike section 6 thereof.

DATED AND SIGNED THIS 16TH DAY OF JUNE, 2020.

CITY OF CAMAS

Mayor Barry McDonnell



Staff Report – Meeting Item

NE 3rd Avenue Bridge Seismic Retrofit Reconsideration of Bids Presenter: James Carothers, Engineering Manager

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

INTRODUCTION:

The existing 3rd Avenue bridge is a two-span structure approximately 225 feet long, carrying four lanes of traffic over the Washougal River. The bridge provides a critical link between the Cities of Camas and Washougal.

The City commissioned a seismic evaluation of the structure in 2006 and a supplementary evaluation in 2017. The evaluations concluded that the bridge is seismically deficient and recommended replacement of the bridge bearings and modifications to the end abutments. Staff determined that performing the seismic retrofit work in conjunction with other needed repairs identified in a 2016 WSDOT bridge inspection would be the most cost efficient and expedient way to bring the bridge in compliance with current design standards.

SUMMARY:

At the June 29, 2020 bid opening for the project, the City received four bids. All four bids received exceeded the Engineer's Estimate for the project. The Bid Tabulations are attached for reference.

UPDATE:

At the July 20, 2020 City Council Meeting, Council voted to award the construction contract bid to Stellar J contingent on WSDOT Local Programs concurrence. This contingency is based on the federal funding allotted for this project, and WSDOT is the custodian of this funding. Upon Council's decision to award to Stellar J, staff sought concurrence from WSDOT.

Prior to bid advertisement, the City's consultant, HHPR, prepared the project specifications that were then reviewed by City staff and submitted to WSDOT Local Programs for their review, corrections and approval. Staff must receive approval from WSDOT Local Programs to advertise for bids, and staff received this confirmation from WSDOT prior to advertising.

Staff thought that, after review of these specifications by WSDOT Local Programs, the documents would be legitimate for WSDOT concurrence of a bid award; however, upon review of the documents submitted to WSDOT after Council's contingent bid award, WSDOT does not concur with the award of this project to any of the bidders. WSDOT has cited Federal Code 23 USC 112(b)(1) as their reasoning. WSDOT has stated that the bid award must be based on the bid items only and, therefore, the Pre-Qualification of Bidders submittal requirement is not an allowable document in the bid package.

BUDGET IMPLICATIONS:

If Council does not reject all bids for this project and direct Staff to re-bid the project, the Federal Highway Division can pull the grant for this project. This amount could include repayment of the design and right-of-way acquisition federal funds that have been spent to date. Over \$450,000 have been spent thus far in federal funds.

There are currently \$2,303,475 secured in federal funds for construction of this project. The overall grant funding for this project is \$2,882,610.

RECOMMENDATION:

Based on WSDOT's determination of non-concurrence with the award of the bid to any bidders, staff recommends Council reject all bids and direct staff to re-bid the project. If Council rejects all bids, staff will work closely with WSDOT Local Programs on the bid specifications to ensure their concurrence for the next potential bid award.



1220 Main Street, Suite 150, Vancouver, WA 98660

PHONE: 360.750.1131 www.hhpr.com FAX: 360.750.1141

Date: July 27, 2020

To: James E. Carothers, P.E. - City of Camas

From: Chuck Harper, P.E. - HHPR

Rob VanderZanden, P.E. - HHPR

Project / Subject: 3rd Avenue Bridge Seismic Retrofit – Recommendation for Rebid

During the seismic analysis of the bridge, it was determined that soils at the bridge abutment were soft and would require strengthening as part of the seismic upgrade. The approach to increasing the soils strength includes relatively new technology for injecting grout or similar products into the soils. There are various design and construction approaches to soil strengthening. Because of the availability of numerous options and alternatives for this work, it is presently the standard of the industry to have the contractors prepare the detailed work plan and approach as part of the bid work.

It is also an industry standard that the "Specialty Contractors" who bid this type of work be required to demonstrate their qualifications in the context of the bid submittal. This helps the owner to make an informed determination prior to awarding the project. The pre-qualification submittal should demonstrate that the specialty contractor understands and has experience with the work.

We believe that establishing the qualifications of the ground improvement sub-contractor is an important element of the selection process and that the recent bid supports this belief. HHPR has previously worked on federally funded projects where we have included a pre-qualifying process in the bid. Based on this, we prepared the specifications to incorporate this requirement and provided the documents for WSDOT review as required. Following the bid review by WSDOT, it has been brought to our attention that there are constraints on the use of a pre-qualification clause. As a result of this determination, all bids from the June 29th bid opening must be rejected and the project rebid.

In order to protect the City and provide the best product, our recommendation is to incorporate a procedure for insuring the qualifications of the ground improvement sub-contractor. We have discussed this further with WSDOT and it is our intent to work with the WSDOT Local Programs office to review the interpretation of the pre-qualification regulations and to put forth a revised set of bid documents that meets the needs of the City of Camas and of the funding agency, and assures the successful construction completion for the City.

Steve Wall

From: Molyneux, Keith <MolyneK@wsdot.wa.gov>

Sent: Tuesday, July 28, 2020 2:34 PM

To: Steve Wall; Curleigh (Jim) Carothers; Jim Hodges

Cc: Williams, Michael A; Robe, Nils

Subject: Bid Opening Review - NE 3rd Ave. Bridge Seismic Retrofit

To: City of Camas Public Works

Concerning the June 29th 2020 bid opening for the NE 3rd Ave. Bridge Seismic Retrofit project, BHM-7040(006). WSDOT won't concur with awarding the project due to contract requirements that are contrary to 23 USC 112 (b) (1). Awarding the contract as it is currently written, would make the project ineligible for Federal participation.

Thanks, Keith Molyneux WSDOT SW Region Local Programs 360-905-2214 office 360-608-5829 cell

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§ 112

§ 112. Letting of contracts

(a) In all cases where the construction is to be performed by the State transportation department or under its supervision, a request for submission of bids shall be made by advertisement unless some other method is approved by the Secretary. The Secretary shall require such plans and specifications and such methods of bidding as shall be effective in securing competition

(b) BIDDING REQUIREMENTS.—

- (1) IN GENERAL.—Subject to paragraphs (2) and (3), construction of each project, subject to the provisions of subsection (a) of this section, shall be performed by contract awarded by competitive bidding, unless the State transportation department demonstrates, to the satisfaction of the Secretary, that some other method is more cost effective or that an emergency exists. Contracts for the construction of each project shall be awarded only on the basis of the lowest responsive bid submitted by a bidder meeting established criteria of responsibility. No requirement or obligation shall be imposed as a condition precedent to the award of a contract to such bidder for a project, or to the Secretary's concurrence in the award of a contract to such bidder, unless such requirement or obligation is otherwise lawful and is specifically set forth in the advertised specifications.
- (2) Contracting for engineering and design services.—
- (A) GENERAL RULE.—Subject to paragraph (3), each contract for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services with respect to a project subject to the provisions of subsection (a) of this section shall be awarded in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40.
- (B) PERFORMANCE AND AUDITS.—Any contract or subcontract awarded in accordance with subparagraph (A), whether funded in whole or in part with Federal-aid highway funds, shall be performed and audited in compliance with cost principles contained in the Federal Acquisition Regulations of part 31 of title 48, Code of Federal Regulations.
- (C) Indirect cost rates.—Instead of performing its own audits, a recipient of funds under a contract or subcontract awarded in accordance with subparagraph (A) shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency, if such rates are not currently under dispute.
- (D) APPLICATION OF RATES.—Once a firm's indirect cost rates are accepted under this paragraph, the recipient of the funds shall apply such rates for the purposes of contract estimation, negotiation, administration, reporting, and contract payment and shall not be limited by administrative or de facto ceilings of any kind.

- (E) PRENOTIFICATION; CONFIDENTIALITY OF DATA.—A recipient of funds requesting or using the cost and rate data described in subparagraph (D) shall notify any affected firm before such request or use. Such data shall be confidential and shall not be accessible or provided, in whole or in part, to another firm or to any government agency which is not part of the group of agencies sharing cost data under this paragraph, except by written permission of the audited firm. If prohibited by law, such cost and rate data shall not be disclosed under any circumstances.
- $(F)(F)^1$ Subparagraphs (B), (C), (D) and (E) herein shall not apply to the States of West Virginia or Minnesota.

(3) Design-build contracting.—

(A) IN GENERAL.—A State transportation department or local transportation agency may award a design-build contract for a qualified project described in subparagraph (C) using any procurement process permitted by applicable State and local law.

(B) LIMITATION ON FINAL DESIGN.—Final design under a design-build contract referred to in subparagraph (A) shall not commence before compliance with section 102 of the National Environmental Policy Act of 1969 (42 U.S.C. 4332).

- (C) QUALIFIED PROJECTS.—A qualified project referred to in subparagraph (A) is a project under this chapter (including intermodal projects) for which the Secretary has approved the use of design-build contracting under criteria specified in regulations issued by the Secretary.
- (D) REGULATORY PROCESS.—Not later than 90 days after the date of enactment of the SAFETEA-LU, the Secretary shall issue revised regulations under section 1307(c) of the Transportation Equity Act for 21st Century (23 U.S.C. 112 note; 112 Stat. 230) that—
 - (i) do not preclude a State transportation department or local transportation agency, prior to compliance with section 102 of the National Environmental Policy Act of 1969 (42 U.S.C. 4332), from—
 - (I) issuing requests for proposals;
 - (II) proceeding with awards of designbuild contracts; or
 - (III) issuing notices to proceed with preliminary design work under designbuild contracts:
 - (ii) require that the State transportation department or local transportation agency receive concurrence from the Secretary before carrying out an activity under clause (i); and
 - (iii) preclude the design-build contractor from proceeding with final design or construction of any permanent improvement prior to completion of the process under such section 102.
- (E) DESIGN-BUILD CONTRACT DEFINED.—In this paragraph, the term "design-build contract" means an agreement that provides for design and construction of a project by a

¹So in original.



I, James E. Carothers, hereby certify that these bid tabulations are correct. James E. Carothers, PE

(email stating reviewed/approved attached to Original)

James E. Carothers, Engineering Manager Date

PROJECT NO. T1010 Conway Construction Company Engineer's Estimate: **DESCRIPTION: NE 3rd Avenue Seismic Retrofit** 6620 NW Whitney Rd, Suite 100 \$1,732,000.00 Vancouver, WA 98665 DATE OF BID OPENING: Ent. By June 29, 2020, at 11:00 a.m. **RLS** 360.887.3022 ITEM **DESCRIPTION** UNIT QTY UNIT **ENGRG** UNIT CONTRACT NO PRICE PRICE TOTAL TOTAL Construction Suveying LS 1.00 \$5,000.00 \$5,000.00 \$5,000.00 \$5,000.00 Project Documentation (minimum bid \$95,000) LS \$95,000.00 \$95,000.00 \$95,000.00 \$95,000.00 2 1.00 LS \$1,500.00 \$5,000.00 1.00 \$1,500.00 \$5,000.00 FΑ \$10,000,00 4 Minor Change 1.00 \$10,000.00 \$10,000,00 \$10,000,00 LS 1.00 \$184,100.00 \$184,100.00 \$230,000.00 \$230,000.00 Mobilization 6 Pedestrian Traffic Control LS 1.00 \$2,265.00 \$2,265.00 \$2,500.00 \$2,500.00 Sequential Arrow Sign HR 8,640.00 \$6.63 \$57,283.20 \$0.60 \$5,184.00 Traffic Control Supervisor LS \$28,160.00 \$28,160.00 \$20,000.00 \$20,000.00 9 HR 160.00 \$64.00 \$10.240.00 \$9,920.00 \$62.00 Flaggers 10 Other Traffic Control Labor HR 360.00 \$70.00 \$25,200.00 \$70.00 \$25,200.00 11 Other Temporary Traffic Control LS 1.00 \$7,250.00 \$7,250.00 \$35,000.00 \$35,000.00 HR 12 Portable Changeable Message Signs 8,976.00 \$8.00 \$71,808.00 \$2.00 \$17,952.00 13 Construction Signs Class A SF 430.00 \$23.00 \$9,890.00 \$20.00 \$8,600.00 Construction Staging and Access Plan LS 14 \$2,000.00 \$2,000.00 \$40,000,00 \$40,000,00 1.00 LS \$1,500.00 \$15,000.00 \$15,000.00 15 Clearing and Grubbing 1.00 \$1,500.00 16 Removing Portions of Existing Bridge LS 1.00 \$50,000.00 \$50,000.00 \$112,330.00 \$112,330.00 17 Structural Excavation Class A Inc. Haul CY 45.00 \$90.00 \$4,050.00 \$25.00 \$1,125.00 18 Gravel Backfill for Walls CY 40.00 \$150.00 \$6,000,00 \$75.00 \$3,000.00 Shoring or Extra Excavation Class A Incl. Haul LS \$75,000.00 19 \$20,300.00 \$75,000.00 1.00 \$20,300,00 20 Crushed Surfacing Base Course CY 70.00 \$100.00 \$7,000.00 \$80.00 \$5,600.00 21 Planing Bituminous Pavement SY 1,230.00 \$10.00 \$12,300.00 \$13.00 \$15,990.00 22 ΤN HMA CL. 1/2" PG 64-22 272.00 \$115.00 \$31,280.00 \$200.00 \$54,400.00 23 \$5,280.00 HMA Sawcut and Seal LF 176.00 \$30.00 \$15.00 \$2,640.00 24 LS \$75,000.00 \$90,000.00 Work Access-for Bridge 1.00 \$75,000.00 \$90,000.00 25 LB \$34,375.00 St. Reinf. Bar for Bridge 12,500.00 \$1.80 \$22,500.00 \$2.75 26 Concrete Class 4000 CY 120.00 \$750.00 \$90,000,00 \$1,500.00 \$180,000,00 27 PTFE Bearing - Superstr. EΑ 28.00 \$4,000.00 \$112,000.00 \$10,000.00 \$280,000.00 Expansion Joint Modification 28 LS 1.00 \$6,000.00 \$6,000.00 \$50,000.00 \$50,000.00 29 FΑ Core Drilled Bridge Deck Drain 4.00 \$500.00 \$2,000.00 \$1,500.00 \$6,000.00 30 LS \$15,000.00 \$15,000.00 Bridge Supported Utilities 1.00 \$15,000.00 \$15,000.00 LS 31 Structural Low Alloy Steel 1.00 \$126,000.00 \$126,000,00 \$183,165.00 \$183,165.00 32 Post-Installed Shear Connectors LS 1.00 \$140,000.00 \$140,000.00 \$30,000.00 \$30,000.00 Solid Wall PVC Storm Sewer Pipe 8 Inch Diam. \$3,500.00 33 LF 50.00 \$85.00 \$4,250,00 \$70.00 34 Solid Wall PVC Storm Sewer Pipe 12 Inch Diam LF 40.00 \$110.00 \$4,400.00 \$110.00 \$4,400.00 35 Ductile Iron Storm Sewer Pipe 8 Inch Diam. (Bridge) LF 430.00 \$220.00 \$94,600.00 \$130.00 \$55,900.00 EΑ 36 Connection to Drainage Structure 1.00 \$1,500.00 \$1,500.00 \$1,000.00 \$1,000.00 37 EΑ Storm Manhole 48 In. Diam 1.00 \$5,500.00 \$5,500.00 \$6,000.00 \$6,000.00 38 60" Stormwater Treatment Manhole with 4 Cartridges LS 1.00 \$30,000.00 \$30,000.00 \$35,000.00 \$35,000.00 39 Removal and Replacement of Unsuitable Material CY 10.00 \$50.00 \$110.00 \$1,100.00 \$500.00 Trench Safey System (\$1/LF Min. Bid) 40 LF 178.00 \$2.00 \$356.00 \$6.50 \$1,157.00 41 Ductile Iron Pipe for Water Main 8" Diam LF 88.00 \$110.00 \$9,680.00 \$150.00 \$13,200.00 42 Watermain Flexible Expansion Joint Assembly EΑ 2.00 \$12,000.00 \$24,000.00 \$12,000.00 \$24,000.00 EΑ 43 Gate Valve 8 In. 1.00 \$1,500.00 \$1,500.00 \$2,000.00 \$2,000.00 44 Storm Sewer Cleanout EΑ 2.00 \$800.00 \$1,600.00 \$700.00 \$1,400.00 45 DAY 180.00 \$65.00 \$11,700,00 \$10.00 \$1,800.00 ESC Lead Silt Fence 46 LF 1.000.00 \$8.00 \$8,000.00 \$3.50 \$3,500.00 47 High Visibility Fence LF 900.00 \$10.00 \$9,000.00 \$2.50 \$2,250.00 Seeding, Fertilizing, Mulching 48 LS 1.00 \$2,500.00 \$2,500.00 \$2,000.00 \$2,000.00 49 LS \$7,500.00 \$5,000.00 Erosion Control 1.00 \$7,500.00 \$5,000.00 50 Cement Concrete Traffic Curb and Gutter LF 115.00 \$5,750.00 \$50.00 \$40.00 \$4,600.00 51 Ground Improvement Design and Mobilization LS 1.00 \$50,000.00 \$50,000.00 \$15,000.00 \$15,000.00 52 Grout for Ground Improvement LS 1.00 \$175,875.00 \$175,875.00 \$89,400.00 \$89,400.00 53 \$25,000.00 Ground Improvement Testing LS 1.00 \$25,000.00 \$7,500.00 \$7,500.00 54 Removing and Resetting Guardrail LF 110.00 \$45.00 \$4,950.00 \$85.00 \$9,350.00 55 Cement Concrete Sidewalk SY \$7,700.00 70.00 \$110.00 \$100.00 \$7,000.00 56 Permanent Signing LS \$2,025.00 \$2,025.00 \$2,500.00 \$2,500.00 1.00 57 Plastic Line LF 1,730.00 \$2.00 \$3,460.00 \$2.00 \$3,460.00 58 Wide Plastic Line LF 50.00 \$1.40 \$70.00 \$12.00 \$600.00 59 Remove Plastic Line 110.00 \$0.75 \$82.50 \$8.50 \$935.00 Temporary Project Sign LS \$500.00 \$1,000.00 60 1.00 \$500.00 \$1,000.00

TOTAL OF ALL BID ITEMS - BASIS OF AWARD

\$1,731,754.70

\$1,963,683.00

DESCI	RIPTION: NE 3rd Avenue Seismic Retrofit		F1. 3	Stellar J Corporati 1363 Down River I Woodland, WA 98	Prive	Legacy Contracting, Inc. PO Box "I" Stayton, OR 97383			
DATE (OF BID OPENING: June 29, 2020, at 11:00 a.m.		Ent. By RLS	360.225.7996		503.749.1818			
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL		
1	Construction Suveying	LS	1.00	\$12,000.00	\$12,000.00	\$12,500.00	\$12,500.00		
	Project Documentation (minimum bid \$95,000)	LS	1.00	** - /	\$95,000.00	\$95,000.00	\$95,000.00		
	SPCC Plan	LS	1.00	* /	\$2,000.00	\$1,950.00	\$1,950.00		
	Minor Change	FA	1.00	* .,	\$10,000.00	\$10,000.00	\$10,000.00		
	Mobilization Pedestrian Traffic Control	LS LS	1.00	,	\$180,400.00 \$1,500.00	\$225,000.00 \$5,350.00	\$225,000.00 \$5,350.00		
-	Sequential Arrow Sign	HR	8,640.00	* /	\$1,300.00	\$3,330.00	\$9,504.00		
	Traffic Control Supervisor	LS	1.00		\$10,000.00	\$51,000.00	\$51,000.00		
	Flaggers	HR	160.00		\$9,600.00	\$64.00	\$10,240.00		
	Other Traffic Control Labor	HR	360.00		\$23,400.00	\$68.50	\$24,660.00		
	Other Temporary Traffic Control	LS	1.00		\$15,000.00	\$29,355.00	\$29,355.00		
	Portable Changeable Message Signs	HR	8,976.00	\$2.00	\$17,952.00	\$1.65	\$14,810.40		
	Construction Signs Class A	SF	430.00		\$10,750.00	\$31.00	\$13,330.00		
	Construction Staging and Access Plan	LS	1.00		\$5,000.00	\$27,300.00	\$27,300.00		
	Clearing and Grubbing	LS	1.00		\$5,000.00	\$5,950.00	\$5,950.00		
	Removing Portions of Existing Bridge	LS	1.00		\$100,000.00	\$112,000.00	\$112,000.00		
	Structural Excavation Class A Inc. Haul	CY	45.00		\$4,500.00	\$51.00	\$2,295.00		
	Gravel Backfill for Walls Shoring or Extra Excavation Class A Incl. Haul	CY LS	40.00	*	\$7,000.00	\$95.00 \$78,235.00	\$3,800.00		
	Crushed Surfacing Base Course	CY	1.00 70.00	+ - /	\$25,000.00 \$10,500.00	\$78,235.00	\$78,235.00 \$5,390.00		
	Planing Bituminous Pavement	SY	1,230.00		\$10,300.00	\$28.50	\$35,055.00		
	HMA CL. 1/2" PG 64-22	TN	272.00	*	\$29,920.00	\$208.00	\$56,576.00		
	HMA Sawcut and Seal	LF	176.00		\$3,520.00	\$27.85	\$4,901.60		
	Work Access-for Bridge	LS	1.00		\$60,000.00	\$65,000.00	\$65,000.00		
	St. Reinf. Bar for Bridge	LB	12,500.00	*)	\$62,500.00	\$2.05	\$25,625.00		
26	Concrete Class 4000	CY	120.00	\$1,200.00	\$144,000.00	\$955.00	\$114,600.00		
	PTFE Bearing - Superstr.	EA	28.00	\$7,000.00	\$196,000.00	\$10,000.00	\$280,000.00		
	Expansion Joint Modification	LS	1.00		\$40,000.00	\$53,235.00	\$53,235.00		
	Core Drilled Bridge Deck Drain	EA	4.00	*	\$1,200.00	\$575.00	\$2,300.00		
	Bridge Supported Utilities	LS	1.00	+ -)	\$25,000.00	\$8,295.00	\$18,295.00		
	Structural Low Alloy Steel	LS	1.00	,	\$175,000.00	\$139,235.00	\$139,235.00		
	Post-Installed Shear Connectors Solid Wall PVC Storm Sewer Pipe 8 Inch Diam.	LS LF	1.00 50.00	+,	\$30,000.00 \$6,000.00	\$39,265.00 \$115.00	\$39,265.00 \$5,750.00		
	Solid Wall PVC Storm Sewer Pipe 6 Inch Diam.	LF	40.00		\$6,000.00	\$175.00	\$7,000.00		
	Ductile Iron Storm Sewer Pipe 8 Inch Diam. (Bridge)	LF	430.00		\$64,500.00	\$105.00	\$45,150.00		
	Connection to Drainage Structure	EA	1.00		\$1,000.00	\$1,835.00	\$1,835.00		
	Storm Manhole 48 In. Diam	EA	1.00		\$10,000.00	\$7,100.00	\$7,100.00		
38	60" Stormwater Treatment Manhole with 4 Cartridges	LS	1.00	\$40,000.00	\$40,000.00	\$33,235.00	\$33,235.00		
	Removal and Replacement of Unsuitable Material	CY	10.00		\$1,000.00	\$202.00	\$2,020.00		
	Trench Safey System (\$1/LF Min. Bid)	LF	178.00		\$178.00	\$44.50	\$7,921.00		
41	Ductile Iron Pipe for Water Main 8" Diam.	LF	88.00		\$18,480.00	\$195.00	\$17,160.00		
	Watermain Flexible Expansion Joint Assembly	EA	2.00		\$30,000.00	\$8,900.00	\$17,800.00		
	Gate Valve 8 In. Storm Sewer Cleanout	EA EA	1.00 2.00		\$2,000.00 \$2,400.00	\$1,950.00 \$1,350.00	\$1,950.00 \$2,700.00		
	ESC Lead	DAY	180.00		\$2,400.00	\$1,350.00	\$35,100.00		
	Silt Fence	LF	1,000.00		\$5,000.00	\$5.75	\$5,750.00		
	High Visibility Fence	LF	900.00		\$2,700.00	\$5.25	\$4,725.00		
	Seeding, Fertilizing, Mulching	LS	1.00		\$2,500.00	\$5,200.00	\$5,200.00		
	Erosion Control	LS	1.00		\$8,000.00	\$2,600.00	\$2,600.00		
	Cement Concrete Traffic Curb and Gutter	LF	115.00		\$6,900.00	\$48.00	\$5,520.00		
	Ground Improvement Design and Mobilization	LS	1.00		\$200,000.00	\$168,450.00	\$168,450.00		
	Grout for Ground Improvement	LS	1.00		\$350,000.00	\$329,255.00	\$329,255.00		
	Ground Improvement Testing	LS	1.00		\$8,000.00	\$7,900.00	\$7,900.00		
	Removing and Resetting Guardrail	LF	110.00		\$9,900.00	\$55.00	\$6,050.00		
	Cement Concrete Sidewalk	SY	70.00		\$7,700.00	\$150.00	\$10,500.00		
	Permanent Signing Plastic Line	LS LF	1.00 1,730.00		\$2,000.00 \$8,650.00	\$1,200.00 \$1.95	\$1,200.00 \$3,373.50		
	Wide Plastic Line	LF LF	50.00		\$8,630.00	\$1.95	\$5,373.50		
	Remove Plastic Line	LF	110.00		\$5,500.00	\$8.50	\$935.00		
	Temporary Project Sign	LS	1.00		\$1,000.00	\$1,450.00	\$1,450.00		
	. , , ,	APD	1.00	\$1,000.00	Ψ1,000.00	Ψ1,120.00	ψ1,150.00		

TOTAL OF ALL BID ITEMS - BASIS OF AWARD

\$2,140,510.00

\$2,309,986.50

	JECT NO. T1010 RIPTION: NE 3rd Avenue Seismic Retrofit			Selby Bridge Com 2901 SE Hidden W Vancouver, WA 9	ay
DATE OF BID OPENING: June 29, 2020, at 11:00 a.m.			Ent. By RLS	360.696.2675	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL
1	Construction Suveying	LS	1.00	\$1,000.00	\$1,000.00
2	Project Documentation (minimum bid \$95,000)	LS	1.00	4 ,	\$95,000.00
3	SPCC Plan	LS	1.00		\$1,000.00
4	Minor Change	FA	1.00	* .,	\$10,000.00
<u>5</u>	Mobilization Pedestrian Traffic Control	LS LS	1.00		\$210,000.00 \$500.00
7	Sequential Arrow Sign	HR	8,640.00		\$4,320.00
8	Traffic Control Supervisor	LS	1.00		\$50,000.00
9	Flaggers	HR	160.00		\$9,600.00
10	Other Traffic Control Labor	HR	360.00	\$60.00	\$21,600.00
11	Other Temporary Traffic Control	LS	1.00		\$15,000.00
12	Portable Changeable Message Signs	HR	8,976.00		\$8,976.00
13	Construction Signs Class A	SF	430.00		\$12,900.00
14	Construction Staging and Access Plan	LS	1.00	* .,	\$20,000.00
15 16	Clearing and Grubbing Removing Portions of Existing Bridge	LS LS	1.00		\$15,000.00 \$150,000.00
17	Structural Excavation Class A Inc. Haul	CY	45.00	, ,	\$1,800.00
18	Gravel Backfill for Walls	CY	40.00		\$4,800.00
19	Shoring or Extra Excavation Class A Incl. Haul	LS	1.00	4	\$50,000.00
20	Crushed Surfacing Base Course	CY	70.00		\$7,000.00
21	Planing Bituminous Pavement	SY	1,230.00	\$13.00	\$15,990.00
22	HMA CL. 1/2" PG 64-22	TN	272.00		\$40,800.00
23	HMA Sawcut and Seal	LF	176.00		\$1,408.00
24	Work Access-for Bridge	LS	1.00	*,	\$100,000.00
25	St. Reinf. Bar for Bridge	LB	12,500.00		\$50,000.00
26 27	Concrete Class 4000 PTFE Bearing - Superstr.	CY EA	120.00		\$240,000.00 \$182,000.00
28	Expansion Joint Modification	LS	28.00 1.00		\$60,000.00
29	Core Drilled Bridge Deck Drain	EA	4.00		\$1,600.00
30	Bridge Supported Utilities	LS	1.00		\$35,000.00
31	Structural Low Alloy Steel	LS	1.00		\$180,000.00
32	Post-Installed Shear Connectors	LS	1.00	\$30,000.00	\$30,000.00
33	Solid Wall PVC Storm Sewer Pipe 8 Inch Diam.	LF	50.00	\$125.00	\$6,250.00
34	Solid Wall PVC Storm Sewer Pipe 12 Inch Diam.	LF	40.00		\$6,400.00
35	Ductile Iron Storm Sewer Pipe 8 Inch Diam. (Bridge)	LF	430.00		\$70,950.00
36	Connection to Drainage Structure	EA	1.00	, , , , , , ,	\$500.00
37	Storm Manhole 48 In. Diam	EA	1.00		\$8,000.00
38	60" Stormwater Treatment Manhole with 4 Cartridges Removal and Replacement of Unsuitable Material	LS CY	1.00 10.00		\$40,000.00 \$1,000.00
40	Trench Safey System (\$1/LF Min. Bid)	LF	178.00		\$3,560.00
41	Ductile Iron Pipe for Water Main 8" Diam.	LF	88.00		\$17,600.00
42	Watermain Flexible Expansion Joint Assembly	EA	2.00		\$24,000.00
43	Gate Valve 8 In.	EA	1.00		\$2,000.00
44	Storm Sewer Cleanout	EA	2.00	\$400.00	\$800.00
45	ESC Lead	DAY	180.00		\$1,800.00
46	Silt Fence	LF	1,000.00		\$5,000.00
47	High Visibility Fence	LF	900.00		\$2,700.00
48	Seeding, Fertilizing, Mulching	LS	1.00		\$2,000.00
49 50	Erosion Control Cement Concrete Traffic Curb and Gutter	LS LF	1.00 115.00		\$10,000.00 \$4,600.00
51	Ground Improvement Design and Mobilization	LS	1.00		\$150,000.00
52	Grout for Ground Improvement	LS	1.00		\$320,000.00
53	Ground Improvement Testing	LS	1.00		\$7,500.00
54	Removing and Resetting Guardrail	LF	110.00		\$6,050.00
55	Cement Concrete Sidewalk	SY	70.00	\$40.00	\$2,800.00
56	Permanent Signing	LS	1.00		\$750.00
57	Plastic Line	LF	1,730.00		\$1,730.00
58	Wide Plastic Line	LF	50.00	\$2.00	\$100.00
59	Remove Plastic Line	LF	110.00	\$2.00	\$220.00

TOTAL OF ALL BID ITEMS - BASIS OF AWARD