## CITY OF MEDINA

KING COUNTY WASHINGTON



## **CONTRACT PROVISIONS**

for

## **NE 7<sup>TH</sup> STREET IMPROVEMENTS**

G&O #22488 JUNE 2022



## CITY OF MEDINA

KING COUNTY

WASHINGTON



## **CONTRACT PROVISIONS**

for

## **NE 7<sup>TH</sup> STREET IMPROVEMENTS**



G&O #22448 JUNE 2022



#### **CALL FOR BIDS**

#### CITY OF MEDINA

## NE 7<sup>TH</sup> STREET IMPROVEMENTS ENGINEER'S ESTIMATE \$278,000

Sealed Proposals will be received by the undersigned at the City of Medina, 501 Evergreen Point Road, Medina, Washington 98039, up to 1:00 p.m.; local time on Wednesday, June 29, 2022, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the NE 7<sup>th</sup> Street Improvements.

This Contract provides for storm and roadway improvements in and along NE 7<sup>th</sup> Street from 84<sup>th</sup> Avenue NE to Overlake Drive East. The work to be performed under this contract is separated into two separate schedules of work and includes, but is not limited to, storm system improvements, pavement planning and overlay, temporary erosion control and pedestrian and traffic control, all in accordance with the Contract Plans, these Contract Provisions, and the Standard Specifications.

The Work shall be substantially complete within 30 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the City Clerk, City Hall, Medina, Washington.

The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Proposals are to be submitted only on the form provided with the Bid Documents. All Proposals must be accompanied by a certified check, postal money order, cashiers check, or Proposal bond payable to the "City of Medina" and in an amount of not less than five percent (5%) of the total Proposal amount.

Bid Documents for this project are available free-of-charge at the following website: <a href="http://gobids.grayandosborne.com">http://gobids.grayandosborne.com</a>. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the Bidders List. For assistance, please call (206) 284-0860. Contract questions shall be directed only to the office of the Project Engineer.

Financing of the Project has been provided by City of Medina, Washington and Washington State Transportation Improvement Board. The City of Medina expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities in any Proposal.

(Signed) AIMEE KELLERMAN
CITY CLERK

### **CONTRACT PROVISIONS**

## TABLE OF CONTENTS

#### **CITY OF MEDINA**

## NE 7<sup>TH</sup> STREET IMPROVEMENTS

	PAGE NO.
	INVITATION TO BID
PART 1.	BID DOCUMENTS
	BIDDER'S CHECKLIST
PART 2.	AGREEMENT AND BONDS
	AGREEMENT
PART 3.	SPECIAL PROVISIONS
	DIVISION 1 – GENERAL REQUIREMENTS1-1 TO 1-70
	DIVISION 2 – EARTHWORK2-1 TO 2-10
	DIVISION 3 – AGGREGATE PRODUCTION AND ACCEPTANCE
	DIVISION 4 – BASES4-1
	DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS
	DIVISION 7 – DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS
	DIVISION 8 – MISCELLANEOUS CONSTRUCTION8-1 TO 8-12
	DIVISION 9 – MATERIALS9-1
PART 4.	WAGE RATES
PART 5.	APPENDIX
	Appendix A – Supplemental Bidder Responsibility Criteria Forms Appendix B – Property Release

# PART 1 BID DOCUMENTS

#### **BIDDER'S CHECKLIST**

#### 1. REQUIRED FORMS

The Bidder shall submit the following forms, which must be executed in full and submitted with the Proposal.

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-1 P-9)
- b. Bid Deposit or Proposal Bond (PB-1)

#### 2. SUPPLEMENTAL BIDDER CRITERIA

The Apparent two lowest bidders shall submit to the Contracting Agency the completed Supplemental Bidder Criteria forms in the Appendix by noon of the second business day following the bid submittal deadline.

#### 3. AGREEMENT FORMS

The following forms (a., b., and c.) are to be executed and the Certificates of Insurance (d. and e.) are to be provided after the Contract is awarded and prior to Contract execution.

a.	Agreement	(Pages A-1 - A-3)
b.	Performance Bond	(Page B-1)
c.	Public Works Payment Bond	(Page B-2)

- d. Certificate of Insurance
- e. Certificate of Builders Risk Insurance

### NE 7<sup>TH</sup> STREET IMPROVEMENTS

#### **PROPOSAL**

City of Medina 501 Evergreen Point Road Medina, Washington 98039

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract and all applicable laws and regulations.

As required by the Contract, a postal money order, certified check, cashier's check or Proposal bond made payable to the Owner is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Owner an amount equal to five percent of the Proposal amount.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is Awarded the contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner will Award the Contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner.

## **SCHEDULE A: STORM IMPROVEMENTS**

<u>NO</u> .	<u>ITEM</u>	QUAN	<u>NTITY</u>	UNIT PRICE	<u>AMOUNT</u>
1.	Minor Change (1-04.4(1))	1	CALC	\$5,000.00	\$5,000.00
2.	SPCC Plan (1-07.15(1))	1	LS	\$	\$
3.	Mobilization, Cleanup and Demobilization (1-09.7)	1	LS	\$	\$
4.	Project Temporary Traffic Control (1-10.4(1))	1	LS	\$	\$
5.	Clearing and Grubbing (2-01.5)	1	LS	\$	\$
6.	Removal of Structures and Obstructions (2-02.5)	1	LS	\$	\$
7.	Locate Existing Utilities (2-09.5)	1	LS	\$	\$
8.	Crushed Surfacing Top Course (4-04.5)	35	TN	\$	\$
9.	HMA Cl. 1/2" PG 58H-22 (5-04.5)	30	TN	\$	\$
10.	PVC Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding) (7-04.5)	130	LF	\$	\$
11.	DI Storm Sewer Pipe, 6 In. Diam. (Incl. Bedding) (7-04.5)	20	LF	\$	\$
12.	DI Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding) (7-04.5)	200	LF	\$	\$
13.	DI Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding) (7-04.5)	48	LF	\$	\$
14.	Concrete Inlet (7-05.5)	7	EA	\$	\$
15.	Catch Basin, Type 1 (7-05.5)	4	EA	\$	\$
16.	Removal of Unsuitable Material (Trench) (7-08.5)	5	CY	\$	\$
17.	Bank Run Gravel for Trench Backfill (7-08.5)	60	TN	\$	\$

<u>NO</u> .	<u>ITEM</u>	QUAN	<u>NTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
18.	Trench Excavation Safety Systems (7-08.5)	1	LS	\$	\$
19.	Plug Existing Pipe (7-08.5)	4	EA	\$	\$
20.	Erosion Control and Water Pollution Prevention (8-01.5)	1	LS	\$	\$
21.	Topsoil, Type A (8-02.5)	8	CY	\$	\$
22.	Bark or Wood Chip Mulch (8-02.5)	2	CY	\$	\$
23.	Sod Installation (8-02.5)	70	SY	\$	\$
24.	Cement Concrete Driveway Repair (8-06.5)	21	SY	\$	\$
Subtotal (Schedule A):					
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):\$ 0.00					0.00
TOTA	TOTAL CONSTRUCTION COST (SCHEDULE A):\$				

#### **ATTACHMENT 1**

## **SCHEDULE B: OVERLAY**

<u>NO</u> .	<u>ITEM</u>	QUAN	<u>NTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Mobilization, Cleanup and Demobilization (1-09.7)	1	LS	\$	\$
2.	Project Temporary Traffic Control (1-10.4(1))	1	LS	\$	\$
3.	Unsuitable Foundation Excavation, Incl. Haul (2-03.5)	10	CY	\$	\$
4.	Pavement Repair Excavation, Incl. Haul (5-04.5)	50	SY	\$	\$
5.	Planing Bituminous Pavement (5-04.5)	4,150	SY	\$	\$
6.	HMA Cl. 1/2" PG 58H-22 (5-04.5)	520	TN	\$	\$
7.	Job Mix Compliance Price Adjustment (5-04.5)	1	CALC	\$0.00	\$0.00
8.	Compaction Price Adjustment (5-04.5)	1	CALC	\$0.00	\$0.00
9.	Adjust Catch Basin (7-05.5)	4	EA	\$	\$
10.	Erosion Control and Water Pollution Prevention (8-01.5)	1	LS	\$	\$
11.	Plastic Stop Line (8-22.5)	60	LF	\$	\$
Subtotal (Schedule B):					
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):\$ 0.00					
TOTAL CONSTRUCTION COST (SCHEDULE B):\$\$					

**ATTACHMENT 1** 

## **BID SUMMARY**

1.	TOTAL CONSTRUCTION COST (SCHEDULE A forwarded from page P-3):\$\$
2.	TOTAL CONSTRUCTION COST (SCHEDULE B forwarded from page P-4):
3.	TOTAL CONSTRUCTION COST (SCHEDULES A AND B)\$\$

Note: A bid must be received on all items.

#### **ATTACHMENT 1**

## STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm:		
Address:		
Telephone No		Fax No.
Contact Person for	this Project:	
E-mail:		
	ne Contractor has been engaged	d in the construction business under the present
	WORK TO BE COME	PLETED BY BIDDER
List the Work and awarded the contra		nat the Bidder will complete with its forces, if
Work	to be Performed	Dollar Amount

#### PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

For Proposals exceeding one million dollars, indicate who (either the Contractor submitting this bid or a subcontractor) will be completing the work for each of the five categories listed below. Information shall include their Washington State Department of Licensing Contractor's Registration No. This information shall be provided with the Proposal or within one hour after the published Proposal submittal time in accordance with RCW 39.30.060.

Work to be Performed	Subcontractor or Prime (Name and Registration Number)
Heating, Ventilation and Air Conditioning	
Plumbing	
Electrical	
Structural Steel Installation	
Rebar Installation	

#### **ADDENDA RECEIVED**

Addendum No.	Date Received	Name of Recipient

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract Time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 30 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 35 working days (the Physical Completion Date) from when Contract Time begins.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$1,500.00 per day for each and every working day beyond the Contract Time allowed for substantial completion until the

#### **ATTACHMENT 1**

Substantial Completion Date is achieved and \$700.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

The undersigned is, and will remain in, full compliance with all Washington State administrative agency requirements including, but not limited to registration requirements of Washington State Department of Labor & Industries for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is			;
Dept. of Licensing Contractor's Registration No. is		;	
Unified Business Identifier Number is	;		
Excise Tax Registration Number is	; and		
Employment Security Account Number is	- •		

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

In relation to claims related in whole or in part to workplace injuries to employees, the undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

- 1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
- 2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date June 15, 2022, 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.

#### **ATTACHMENT 1**

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Sincerely,	
Sign Name	Date
By:	
Print Name, Title	Location Executed (City, State or County)
Print Company Name	
Amount of Proposal deposit: \$	Check No.
or Proposal bond in the amount of _\$	
, issued through	
	Name of Bank/Bonding Company
located at	
	Mailing Address
Telephone Number of Bank/Bonding Com	pany

## PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we			
of	as principal, and the		
Washington, as surety, are penal sum of five percent hereinafter described, for executors, administrators at the condition of	and authorized to do busing and authorized to do busing the held and firmly bound unto the CITY OF MED of the total amount of the bid proposal of said proposal the payment of which, well and truly to be made and assigns, and successors and assigns, firmly by the this bond is such, that whereas the principal disproposal for the following construction project, to	DINA in the full and incipal for the work we bind our heirs, these presents.	
	NE 7 <sup>TH</sup> STREET IMPROVEMENTS		
said bid and proposal, by i	reference thereto, being made a part hereof.		
NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the <b>CITY OF MEDINA</b> within a period of 10 days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.			
IN TESTIMONY	WHEREOF, The principal and surety have caused	these presents to be	
signed and sealed this	day of	,	
	(Principal)		
	(Surety)		
	(Attorney-in-fact)		

# PART 2 AGREEMENT AND BONDS

## **AGREEMENT**

THIS AGREEMENT is entered into by and between the CITY OF MEDINA
(hereinafter called the Owner) and
(hereinafter called the Contractor).
The Owner and the Contractor agree as follows:
$\Lambda$
ARTICLE 1. WORK.
[Include description of all schedules, alternate or additive items awarded]
ARTICLE 2. CONTRACT TIME.
The Contractor shall substantially complete the Work required by the Contract within
working days (the Substantial Completion Date) and physically complete the
Work within working days (the Physical Completion Date)
ARTICLE 3. LIQUIDATED DAMAGES.
The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any
will suffer financial loss if the Work is not completed within the time, plus any
extensions thereof, allowed in accordance with the Contract. They also recognize the
inconvenience, expense, and difficulties involved in a legal proceeding to prove the
actual loss suffered by the Owner if the Work is not completed within the time allowed in
the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner
damages for delay, and not a penalty, the Contractor shall pay the Owner
(\$) per day for each working day beyond the Substantial Completion
Date until the Contractor schieves substantial completion of the Work and
(\$
until the Contractor achieves physical completion of the Work.
ARTICLE & CONTRACT PRICE.

Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United

States do lars) for completion of the Work in accordance with the Contract.

sheets, as listed in the

#### ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond
- The Contract Provisions;
- The Plans (or drawings) consisting of index on sheet \_\_\_\_\_ of the Plans;
- Addenda numbers \_\_\_\_\_, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

## ARTICLE 6. MISCELLANE QUS.

For purpose of indemnifying and defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.

(Contractor's initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

CITY OF MEDINA	CONTRACTOR
	License No.
By	Ву
Date	Title
	Attest
	Name and Address for siving notices (print)
	•

## PUBLIC WORKS PERFORMANCE BOND to CITY OF MEDINA, WA

Bond No	)
for the construction of the project designated as NE 7	arded to (Principal), a contract the Street Improvements in Medina, Washington (Contract), and tract to furnish a bond for performance of all obligations under
current list of "Surety Companies Acceptable in Fed Staff Bureau of Accounts, U.S. Treasury Dept., are joi	(Surety), a corporation organized under the laws of the usiness in the State of Washington as surety and hamed in the eral Bonds" as published in the Federal Register by the Audit intly and severally held and firmly bound to the City, in the sum  US Dollars (\$
administrators, successors, or assigns shall well and Contract and fulfill all the terms and conditions of al	Il and void, if and when the Principal its peirs, executors, faithfully perform all of the Principal's obligations under the I duly authorized modifications, additions, and changes to said nd in the manner therein specified, and if such performance main in full force and effect.
The Surety agrees to indemnify, defend, and protect the failure of the Principal, its heirs, executors, adresubcontractors, or lower tier subcontractors of the Principal.	ne City against any claim of direct or indirect loss resulting from ministrators, successors, or assigns (or any of the employees, ncipal) to faithfully perform the Contract.
Contract, the specifications accompanying the Contract any way affect its obligation on this bond, and was to the terms of the Contract or the work performed. The	extension of time, alteration or addition to the terms of the act, or to the work to be performed under the Contract shall in a notice of any change, extension of time, alteration or addition are Street, agrees that modifications and changes to the terms and count to be paid the Principal shall automatically increase the retain is not required for such increased obligation.
This bond may be executed in two (2) original counterp. This bond will only be accepted if it accompanied be executing on behalf of the surety.	parts, and shall be signed by the parties' duly authorized officers.  by a fully executed and original power of attorney for the officer
The Surety agrees to be bound by the laws of the state Washington.	e of Washington and subjected to the jurisdiction of the state of
PRINCIPAL	SURETY
Principal Signature Date	Surety Signature Date
Printed Name	Printed Name
Title	Title
Local office/agent of Surety Company:	
Name	Telephone



## PUBLIC WORKS PAYMENT BOND to CITY OF MEDINA, WA

#### **ATTACHMENT 1**

Bond No	O
	7 <sup>th</sup> Street Improvements in Medina, Washington (Contract), and ract to furnish a payment bond in accord with Title 39.08 Revised
current list of "Surety Companies Acceptable in Fed Staff Bureau of Accounts, U.S. Treasury Dept., are jo	ousiness in the State of Washington as surety and named in the deral Bonds" as published in the Federal Register by the Audit intly and severally held and firmly bound to the City, in the sum  US Dollars (\$
workers, laborers, mechanics, subcontractors, lower to shall supply such contractor or subcontractor with protaxes incurred on said Contract under Title 50 and 5	oid, if and when the Principal, its heirs, executors, administrators, rdance with RCW Titles 60 28, 39.08, and 39.12 including all tier subcontractors, and material suppliers, and all persons who rovisions and supplies for the carrying on of such work, and all 1 RCW and all taxes imposed on the Principal under Title 82 fulfilled, this bond shall remain in full force and effect.
the failure of the Principal, its heirs, executors, admir- tier subcontractors of the Principal) to pay all la	the City against an claim of direct or indirect loss resulting from histrators, successors, or assigns, (or the subcontractors or lower aborers, mechanics, subcontractors, lower tier subcontractors of contractors or subcontractors with provisions and supplies for
Contract, the specifications accompanying the Contra any way affect its obligation on this bond, except as time, alteration or addition to the terms of the Contra and changes to the terms and conditions of the Contra	e, extension of time, alteration or addition to the terms of the act, or to the work to be performed under the Contract shall in provided herein, and waives notice of any change, extension of coor the work performed. The Surety agrees that modifications ract that increase the total amount to be paid the Principal shall this bond and notice to Surety is not required for such increased
This bond will only be accepted it it is accompanied be executing on behalf of the surety.	parts, and shall be signed by the parties' duly authorized officers.  by a fully executed and original power of attorney for the officer
The Surety agrees to be bound by the laws of the state Washington	e of Washington and subjected to the jurisdiction of the state of
PRINCIPAL	SURETY
Principal Signature Date	Surety Signature Date
Printed Name	Printed Name
Title	Title
Local office/agent of Surety Company:	
Name	Telephone
(31111111111111111111111111111111111111	



# PART 3 SPECIAL PROVISIONS

#### INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

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

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

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

(March 8, 2013 APWA GSP) (April 1, 2013 WSDOT GSP) (May 1, 2013 G&O GSP)

Also incorporated into the Contract Documents by reference are:

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

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

# DIVISION 1 GENERAL REQUIREMENTS

1	DIVISION 1
2 3	GENERAL REQUIREMENTS
4 5 6 7 8 9	<b>DESCRIPTION OF WORK</b> (March 13, 1995 WSDOT GSP) This Contract provides for storm and roadway improvements in and along NE 7 <sup>th</sup> Street from 84 <sup>th</sup> Avenue NE to Overlake Drive East. The work to be performed under this contract is separated into two separate schedules of work:
10 11 12 13 14	Schedule A is funded by the City and includes approximately 400 linear feet of storm pipe and catch basins to be installed a various locations along the project alignment to address existing drainage concerns.
15 16 17 18	Schedule B is funded in part by the City and the Washington State Transportation Improvement Board and includes for the overlay of NE 7 <sup>th</sup> Street from 84 <sup>th</sup> Avenue NE to Overlake Drive East. This schedule of work includes pavement planing, casting adjustments, surface restoration and replacement of pavement markings.
19 20 21 22 23	All schedules of work include temporary erosion control and pedestrian and traffic control, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.
24	1-01 DEFINITIONS AND TERMS
25 26 27 28	<b>1-01.3 Definitions</b> (February 7, 2022 G&O GSP)
29 30	Delete the definition of "Bid Documents," "Completion Dates," "Contract" and "Contracting Agency."
31 32	This Section is supplemented with the following:
33 34 35 36 37 38	All references in the Standard Specifications and WSDOT General Special Provisions to the terms "Department of Transportation," "Washington State Transportation Commission," "Commission," "Secretary of Transportation," "Secretary," "Headquarters," and "State Treasurer" shall be revised to read "Contracting Agency."
39 40 41 42 43 44	All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

1	All references to "State Materials Laboratory" shall be revised to read
2	"Contracting Agency designated location."
3	
4	All references to "final contract voucher certification" shall be interpreted to

5

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

7 8

#### Additive

A supplemental unit of work or group of bid items, identified separately in 9 the Proposal, which may, at the discretion of the Contracting Agency, be 10 awarded in addition to the base bid. 11

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**Alternate** 

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

#### **Bid Documents**

The component parts of the proposed Contract which may include, but are not limited to, the Proposal form, the proposed Contract Provisions, the proposed Contract Plans, Addenda, and Subsurface Boring Logs (if any).

#### **Business Dav**

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

## Contract The written agreement between the Contracting Agency and the Contractor.

It describes, among other things:

- 1. What work will be done, and by when:
- 2. Who provides labor and materials; and
- How Contractor will be paid. 3.

The Contract includes the Contract (Agreement) form, bidder's completed Proposal Form, all required certificates and affidavits, performance and payment bonds, Standard Specifications for Road, Bridge and Municipal Construction, Contract Provisions, Contract Plans, Standard Plans, addenda and change orders.

#### **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.

1	
2	Contract Documents
3	See definition for "Contract."
4	
5	Contract Time
6	The period of time established by the terms and conditions of the contract
7	within which the Work must be completed.
8	
9	Contracting Agency (Owner)
10	Agency of Government that is responsible for the execution and
11	administration of the Contract.
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13	Dates
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15	Bid Opening Date
16	The date on which the Contracting Agency publicly opens and reads
17	the bids.
18	
19	Award Date
20	The date of the formal decision of the Contracting Agency to accept
21	the lowest responsible and responsive bidder for the Work.
22	
23	Contract Execution Date
24	The date when both the Contractor and the Contracting Agency have
25	signed the Agreement, binding themselves to the Contract.
26	Nation to Dynamad Data
27	Notice to Proceed Date
28	The date stated in the Notice to Proceed on which the Contract time
29	begins.
30	Substantial Completion Data
31	Substantial Completion Date  The day the Engineer determines the Contracting Agency has full and
32	The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational
33 34	and safety standpoint, any remaining traffic disruptions will be rare
3 <del>4</del> 35	and brief, and only minor incidental work, replacement of temporary
36	
37	substitute facilities, plant establishment periods or correction or repair remains for the Physical Completion of the total Contract.
38	Temains for the Physical Completion of the total Contract.
39	Physical Completion Date
40	The day all of the Work is physically completed on the project. The
41	Engineer has received from the Contractor record drawings, operation
42	and maintenance manuals, manufacturers' affidavits, and software
43	and programming.
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### 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.

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#### **Final Acceptance Date**

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

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#### **Notice of Award**

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

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#### **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.

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#### Traffic

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

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#### 1-02 BID PROCEDURES AND CONDITIONS

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## 1-02.1 Prequalification of Bidders

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Delete this Section and replace it with the following:

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#### 1-02.1 Qualifications of Bidder

33 34 (January 24, 2011 APWA GSP)

35 36 37 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.

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## 1-02.1(1) Supplemental Qualifications Criteria

(April 6, 2018 G&O GSP)

40 41 42

43 44 In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for

evaluation and the deadline for appealing a determination that a Bidder responsible. These criteria are contained in Section 1-02.14.				
4 5 6	5 (June 27, 2011 G&O GSP)			
7 8	Delete this Section and replace it with th	e following:		
9 10	Information as to where Bid Doc contained in the Call for Bids (Adv			
11 After Award of the Contract, Plans and Contract Provisions will be issued the Contractor at as stated below:			t Provisions will be issued to	
14 15 16	To Prime Contractor N	lo. of Sets	Basis of Distribution	
17 18	Contract Provisions	5	Furnished automatically	
19 20	Reduced Plans (11" x 17")	1	Furnished automatically	
21 22	Additional Plans and other Contractor.	act Provision	s may be purchased by the	
23 24	1-02.4 Examination of Plans, Specific	ations, and	Site of Work	
25 26 27 28	<b>1-02.4(1) General</b> (January 19, 2022 APWA GSP Option A	<b>\</b> )		
29 30 31	The first sentence of the ninth paragraph desiring", is revised to read:	n, beginning v	vith "Any prospective Bidder	
32 33 34 35	Any prospective Bidder desiring a Documents, must request the exenough to allow a written reply to submission of their Bids.	planation or i	nterpretation in writing soon	
36 37	(June 16, 2006 G&O GSP)			
38 39	This Section is supplemented with the fo	ollowing:		
40 41 42 43 44	Contractor shall review the entire of their Proposal includes all item the Contract. Bidders are cautio (copies of the Contract obtained	ns of Work re ned that alter	gardless of where shown in nate sources of information	

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accurate or complete representation of the Contract. Bidders shall use such information at their own risk.

### 1-02.4(2) Subsurface Information

(February 7, 2022 G&O GSP)

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Delete this Section and replace it with the following:

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If the Contracting Agency has made a subsurface investigation of the site of the proposed Work, the boring log data and soil sample test data accumulated by the Contracting Agency will be made available for inspection by the Bidders. However, the Contracting Agency makes no representation or warranty, expressed or implied, that:

13

The Bidders' interpretations from the boring logs may be a. correct:

- Moisture conditions and indicated water tables will not vary b. from those found at the time the borings were made;
- C. The ground at the location of the borings has not been physically disturbed or altered after the boring was made; and

d. Conditions below the surface of the ground are consistent throughout the site with the information made available hereunder, or that conditions to be encountered on the site are uniform or consistent with geological conditions usually encountered in the area.

The Contracting Agency makes no representations, guarantees, or warranties as to the condition, materials, or proportions of the materials between the specific borings, regardless of any subsurface information the Contracting Agency may make available to the prospective Bidders. Bidders are solely responsible for making the necessary investigations to support and/or verify any conclusions or assumptions used in preparation of their bids.

Any subsurface investigations and analysis were carried out for design purposes only. Contractor may not rely upon or make any claim against Contracting Agency, Engineer, or any of their subconsultants, with respect to:

1. The completeness of such reports for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be

employed by Contractor, and safety precautions and programs incident thereto; or

Other conclusions, interpretations, opinions, representations, and

3. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, conclusions, interpretations,

information contained in such reports; or

The availability of subsurface information from the Contracting Agency shall not relieve the Bidder or the Contractor from any risks or of any duty to make examinations and investigations as required by Section 1-02.4(1) or any other responsibility under the Contract or as may be required by law.

#### 1-02.5 Proposal Forms

(June 27, 2011 G&O GSP)

2.

Delete this Section and replace it with the following:

opinions or information.

Proposals shall be submitted on the Proposal Form, which is included with the Contract. All Proposals shall be completed, signed and dated.

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 lump sum and/or 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. 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.

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#### 1-02.6 Preparation of Proposal

(June 25, 2021 G&O GSP)

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Supplement the second paragraph with the following:

 4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace it with the following:

The Bidder shall certify compliance with Contractor Certification Wage Law. The certification is included in the Proposal form.

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

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

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

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

All Proposals submitted shall, on their face, remain valid for a period of 60 days following the date of Bid opening. In the event of a conflict in this duration, which may appear elsewhere in the Contract Provisions, the longest duration shall apply.

1	1-02.7 Bid Deposit				
2	(March 8, 2013 G&O GSP)				
4 5	Supplemented this Section with the following:				
5 6 7	Bid bonds shall contain the following:				
8 9	1. The name of the project;				
10	2. The name of the Contracting Agency, named as the obligee;				
11 12 13 14 15 16 17 18 19 20	<ol> <li>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;</li> </ol>				
	4. The signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the Proposal should agree with the signature on the bond, and the title of the person must accompany the said signature;				
21 22	<ol><li>The signature of the surety's officer empowered to sign the bond, and the power of attorney.</li></ol>				
23 24	The Bidder must use the bond form included in the Contract.				
25 26 27 28	1-02.9 Delivery of Proposal (January 3, 2012 G&O GSP)				
29 30	Delete this section in its entirety and replace with the following:				
31 32 33 34 35 36 37	The Proposal, bid deposit, and all other certificates, forms or other documents required by any Contract Provisions to be executed an delivered with said Proposal shall be submitted, in a sealed package addressed to the Contracting Agency, and plainly marked "Proposal for (insert name of project as shown on the Proposal) to boroned on the day of, 20," (said day, month and				
38 39 40 41 42 43	The Contracting Agency will not 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 Proposal. Emailed or faxed Proposals or supplement to a Proposal are not acceptable.				

1 2 3	1-02.10 Withdrawing, Revising, or Supplementary Proposal (July 23, 2015 APWA GSP)					
4	Delete this Section and replace it with the following:					
5 6 7 8	After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:					
9 10 11 12	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				
13 14 15	2.	The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and				
16 17 18	3.	The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.				
19 20 21 22 23 24 25	If the Bidder's request to withdraw, revise, or supplement its Bid Proposals received before the time set for receipt of Bid Proposals, the Contractin 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.					
26 27 28 29	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.					
30 31 32 33	1-02.11 Combination and Multiple Proposals (June 16, 2006 G&O GSP)					
34 35	Delete this Section in its entirety.					
36 37 38	1-02.13 Irregular Proposals (March 29, 2018 G&O GSP)					
39 40	Delete this Section and replace it with the following:					
41 42	1.	A proposal will be considered irregular and will be rejected if:				
43		a. The Bidder is not prequalified when so required;				

1 2		b.	The authorized proposal form furnished by the Contracting Agency is not used or is altered;
3 4 5		C.	The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
6 7 8		d.	The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
9 10		e.	A price per unit cannot be determined from the Bid Proposal;
11 12 13		f.	The Proposal form is not properly executed;
14 15		g.	The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
16 17 18 19		h.	The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
20 21 22 23		i.	The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
24 25 26		j.	More than one proposal is submitted for the same project from a Bidder under the same or different names.
27 28	2.	A Pro	posal may be considered irregular and may be rejected if:
29 30 31		a.	The Proposal does not include a unit price for every Bid item;
32 33 34		b.	Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
35 36		C.	Receipt of Addenda is not acknowledged;
37 38 39 40		d.	A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
41 42		e.	If Proposal form entries are not made in ink.

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1-02.14 Disqualification of Bidders

(April 6, 2018 G&O GSP)

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; or does not meet Supplemental Criteria 1 through 8 in this Section:

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1. Evidence that the Bidder meets Supplemental Criteria 2 through 8 shall be provided by the Bidder as stated later in this Section.

#### 1. Federal Debarment

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

#### 2. **Delinquent State Taxes**

- A. <u>Criterion</u>: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. <u>Documentation</u>: The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Department of Revenue. If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

#### 3. Claims Against Retainage and Bonds

A. <u>Criterion</u>: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the 3 years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its Subcontractors, suppliers, and workers, unless there are

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extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

- B. <u>Documentation</u>: The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date. If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, they shall submit a list of the public works projects completed in the 3 years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
  - Name of project
  - The owner and contact information for the owner;
  - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
  - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

### 4. Public Bidding Crime

- A. <u>Criterion</u>: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

### 5. <u>Termination for Cause / Termination for Default</u>

- A. <u>Criterion</u>: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the

Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

#### 6. **Lawsuits**

- A. <u>Criterion</u>: The Bidder shall not have lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

#### 7. Contract Time (Liquidated Damages)

- A. <u>Criterion</u>: The Bidder shall not have had liquidated damages assessed on any projects it has completed 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet contract time, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had liquidated damages assessed on any projects it has completed within the five years prior to the bid submittal date, or shall submit a list of Projects with assessed liquidated damages along with

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Owner contact information, and number of days assessed liquidated damages.

#### 8. Capacity and Experience

 A. <u>Criterion</u>: The Bidder shall have sufficient current capacity and the project superintendent assigned to the project shall have experience to meet the requirements of this Project. The Bidder and the project superintendent shall have successfully completed at least two projects as prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.

B. <u>Documentation</u>: The Bidder shall, if and when required as detailed below, on a form to be provided by the Contracting Agency, provide the Bidder's gross dollar amount of work currently under contract, the Bidder's gross dollar amount of contracts currently not completed, five major pieces of equipment anticipated to be on the project and whether the equipment is leased or owned, name of superintendent assigned to this project and their number of years of experience, and two project references of similar size and scope during the five year period immediately preceding the bid submittal deadline for this project. The Contracting Agency may check owner references for the previous projects and may evaluate the owner's assessment of the Bidder performance.

As evidence that the Bidder meets Supplemental Responsibility Criteria 2 through 8 stated above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets Supplemental Criteria 2 through 8 together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with Supplemental Responsibility Criteria 2 through 8. The Contracting Agency reserves the right to request further documentation as needed from the low bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The

Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

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

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above 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 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 2 business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

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

#### 1-02.15 Pre-Award Information

(August 14, 2013 APWA GSP)

Delete this Section and replace it with the following:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,

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- 2. Samples of these materials for quality and fitness tests,
- 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the Work,
- 4. A breakdown of costs assigned to any bid item,
- 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 6. Obtain, and furnish a copy of, a business license to do business in the city or county where the Work is located,
- 7. Any other information or action taken that is deemed necessary to ensure that the Bidder is the lowest responsible bidder.

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

#### 1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

#### 1-03.2 Award of Contract

(June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

 Normally, Contract Award or bid rejection will occur within 60 calendar days after bid opening. If the lowest responsible Bidder and the Contracting Agency agree, this deadline may be extended. If they cannot agree on an extension by the 60<sup>th</sup> calendar day deadline, the Contracting Agency reserves the right to award the Contract to the next lowest responsible Bidder or reject all bids. The Contracting Agency will notify the successful Bidder of the Contract Award in writing.

#### 1-03.3 Execution of Contract

(June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

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 satisfactory bonds 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.

A written Notice to Proceed will be issued after the Contract has been executed by the Contractor and the Contracting Agency, and the performance and labor and material payment bonds, other required certificates and documents and insurance certificates are approved by the Contracting Agency or, where applicable, by State or Federal agencies responsible for funding any portion of the project.

1 2	<b>1-03.4 Cont</b> (July 21, 202	tract Bond 20, G&O GSP)		
3 4 5	Revise the first paragraph to read:			
6 7 8		ccessful bidder shall provide an executed performance and public ayment bonds for the full contract amount. These bonds shall:		
9	1.	Be on Contracting Agency-furnished forms;		
11 12	2.	Be signed by an approved surety (or sureties) that:		
13 14 15		a. Is registered with the Washington State Insurance Commissioner; and		
16 17 18 19		b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.		
20 21 22	3.	Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;		
23 24 25 26 27 28	4.	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:		
29 30 31 32		a. Of the Contractor (or any of the employees, Subcontractors, or lower tier Subcontractors of the Contractor) to faithfully perform and comply with the contract; or		
33 34 35 36 37 38		b. Of the Contractor (or the Subcontractors or lower tier Subcontractors of the Contractor) to pay all laborers, mechanics, Subcontractors, lower tier Subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the Work.		
39 40 41	5.	Be conditioned upon payment of taxes, increases, and penalties incurred on the project under Titles 50, 51, and 82 RCW; and		
42	6.	Be accompanied by a power of attorney for the Surety's officer		

empowered to sign the bond; and

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44 45 7. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vicepresident, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

### 1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this Section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

#### 1-04 SCOPE OF THE WORK

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

(June 29, 2020 G&O GSP)

Delete the first two paragraphs of this Section and replace them with the following:

The complete Contract includes these parts: Contract (Agreement) form, bidder's completed Proposal Form, Contract Plans, Contract Provisions, Standard Specifications, Standard Plans, addenda, all required certificates and affidavits, performance and labor and material payment bonds, and change orders. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

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):

- Addenda, 1.
- 2. Proposal Form and Agreement,

1 2 3 4 5 6 7	<ol> <li>Special Provisions,</li> <li>Contract Plans,</li> <li>Standard Specifications,</li> <li>Contracting Agency's Standard Plans (if any), and</li> <li>WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction</li> </ol>
8 9	1-04.4 Changes
10 11 12	(January 19, 2022 APWA GSP) The first two sentences of the last paragraph of Section 1-04.4 are deleted.
13 14 15	<b>1-04.4(1) Minor Changes</b> (June 7, 2019 G&O GSP)
16 17	This Section is revised to read as follows:
18 19 20 21	Payments or credits for changes may be made under the Bid item "Minor Change." At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes.
22 23 24 25 26 27 28	The Contractor will be provided a copy of the completed order for Minor Changes. The agreement for the Minor Changes will be documented by signature of the Contractor, or notation of verbal agreement. If the Contractor is in disagreement with anything required by the order for Minor Changes, the Contractor may protest the order as provided in Section 1-04.5.
29 30 31 32 33 34 35 36 37 38 39	Payments will be determined in accordance with Section 1-09.4. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for "Minor Change" in the Proposal to become a part of the total Bid by the Contractor. The Contractor/Bidder is cautioned that payment of any portion of this bid item is not guaranteed unless such need arises during the performance of this project. Where references are made herein to consider some work incidental to the Contract and as such to merge the cost of incidental work into the various items bid, no such costs shall be merged into this bid item.
40 41 42 43	All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

#### 1-04.6 Variation in Estimated Quantities

(July 23, 2015 APWA GSP)

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Delete the first paragraph of this Section and replace it with the following:

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Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at the time of award is equal to or greater than 10 percent of the total Contract price at time of Award. In that case, payment for Contract Work may be adjusted as described herein.

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#### 1-05 CONTROL OF WORK

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## 1-05.1 Authority of the Engineer

(July 21, 2020 G&O GSP)

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This Section is supplemented with the following:

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The Engineer does not purport to be a safety expert, is not engaged in that capacity under this Contract or the Engineer's contract with the Contracting The Engineer does not have either the authority or the responsibility to enforce construction safety laws, rules, regulations or procedures, or to order the stoppage of Work for claimed violations thereof. From time to time, the Engineer may inform the Contractor of conditions that may constitute safety issues or violations. Such information will be provided solely to cooperate with and assist the Contractor and shall not make the Engineer or Inspector responsible for the enforcement of safety laws, rules, regulations or procedures. After receiving information relating to safety issues from the Engineer, the Contractor shall make its own examination and analysis of the situation reported and take such action, if any, that the Contractor determines to be appropriate. The Engineer's performance of project representation and observation services for the Contracting Agency shall not make the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures. The Engineer also shall not be responsible for construction means, methods, techniques, sequences, or procedures or for the Contractor's failure to properly perform the Work, all of which are entirely the responsibility of the Contractor.

The Engineer shall have no liability whatsoever to, or contractual relationship with, the Contractor in any way relating to this Contract. The Contracting Agency and the Contractor must look solely to each other for the enforcement with respect to any rights, obligations, claims or liabilities arising under or in any way relating to the Contract. Neither the authority given to the Engineer herein, nor any action or service provided by the Engineer or its subconsultants with regard to the Project, shall create any duty owed by the Engineer or its subconsultants to the Contractor or a cause of action against the Engineer or its subconsultants by Contractor.

Neither the Engineer nor any of its assistants or agents shall have any power to waive any obligation of the Contract. The Engineer's failure to reject Work that is defective or otherwise does not comply with the requirements of the Contract shall not constitute approval or acceptance of the Work or relieve the Contractor of its obligations under the Contract, notwithstanding that such Work has been estimated for payment or that payments have been made for that Work. Neither shall such failure to reject Work, nor any acceptance by the Engineer or by the Contracting Agency of any part of or the whole of the Work bar a claim by the Contracting Agency at any subsequent time for recovery of damages for the cost of removal and replacement of any portions of the Work that do not comply with the Contract.

## **1-05.2** Authority of Assistants and Inspectors (June 16, 2006 G&O GSP)

 This Section is supplemented with the following:

The presence or absence of an Inspector at the Work site will be at the sole discretion of the Contracting Agency and will not in any way relieve the Contractor of its responsibility to properly perform the Work as required by the Contract Provisions.

The Inspector does not purport to be a safety expert, and is not engaged in that capacity under this Contract or the Engineer's contract with the Contracting Agency. The Inspector does not have the authority or the responsibility to enforce construction safety laws, rules, regulations or procedures, or to order the stoppage of Work for claimed violations thereof. From time to time, the Inspector may inform the Contractor of conditions that may constitute safety issues or violations. Such information will be provided solely to cooperate with and assist the Contractor and shall not make the Inspector or the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures. After receiving information relating to safety issues from the Resident Engineer, the Contractor shall make its own examination and analysis of the situation reported and take

such action, if any, that the Contractor determines to be appropriate. The Inspector's performance of project representation and observation services shall not make the Inspector responsible for the enforcement of safety laws, rules, regulations or procedures; nor shall it make the Inspector responsible for construction means, methods, techniques, sequences, or procedures, or for the Contractor's failure to properly perform the Work, all of which are entirely the responsibility of the Contractor.

### 1-05.4 Conformity With and Deviation from Plans and Stakes (January 17, 2022 G&O GSP)

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Delete this Section and replace it with the following:

#### 1-05.4(1) Description

The Contractor shall furnish all survey necessary for the construction of this project.

The Contractor shall be responsible for setting, maintaining and resetting (as may be required) all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, utilities, surfacing, paving, sidewalks, fencing, walls, channelization, pavement markings, signing, etc. Except for the survey control data furnished by the Contracting Agency, any additional calculations, surveying, and measuring required for utilizing and maintaining the necessary lines and grades shall be the Contractor's responsibility. The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

Survey work shall include the following:

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- 1. Establish the centerlines of all alignments, by placing hubs, stakes, nails, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced at intervals of approximately 50 feet.
- 2. Establish clearing limits, placing stakes at all angle points and at intermediate points at approximately 50 foot intervals.

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3. Establish grading limits, placing slope stakes at centerline increments of approximately 50 feet. Establish offset reference to all slope stakes.

- 4. Establish the horizontal and vertical location of all sanitary sewer, storm, and water structures features, placing offset stakes to all sanitary sewer, storm, and water structures. An offset line will be staked, for the horizontal sanitary and storm pipe alignment as follows: one stake at 25-foot and one stake at 100-foot station, as measured upstream from structures. Water mains will be staked horizontally at tees, angle points and at approximate 200-foot intervals.
- 5. Establish roadbed, surfacing, and sidewalk elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 10 feet, and at 10 foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all location where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet.
- 6. Establish intermediate elevation benchmarks as needed to check work throughout the project.
- 7. Provide references for paving pins at approximately 25 to 50 foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
- 8. For all other types of construction, including, but not limited to walls, utility trenching, utility vaults, pedestals, water mains, fire hydrants, fencing, wetland mitigation grading, channelization, and signing, provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

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

Stakes shall be marked in accordance with the Plans. When stakes are needed that are not described in the Plans, then those stakes shall be marked as directed by the Engineer.

The Contracting Agency is responsible for locating and referencing those monuments shown on the Plans of being removed or destroyed during construction, and preparing the State forms for those monuments. The

Contractor shall protect all survey markers, monuments and property corners unless shown otherwise on the Plans. The Contractor shall work to preserve the existing monumentation as provided in RCW 58.09.130 and WAC 332-120. The Contractor shall notify the Engineer immediately if it becomes apparent that a survey marker will be disturbed due to construction. The Contractor shall allow 5 working days for the Engineer to acquire adequate information so that the monument, including property corners, may be replaced referenced in its original position prior to disturbance. All cost associated with replacement of monuments that have been disturbed before being referenced due to lack of proper notification by the Contractor shall be deducted from monies due to the Contractor.

The Contracting Agency will provide the survey for the new monuments and stamp the bronze plugs. The Contractor shall provide the monument case, cover, and monument as shown on the Plans. The Contractor shall provide traffic control sufficient to permit the Engineer to set those points and elevations that are the responsibility of the Contracting Agency and to perform random checks of the surveying performed by the Contractor.

#### 1-05.4(2) Payment (New Section)

All costs to prepare and implement any survey work as required by the Contractor to complete the Work, including maintaining, resetting, referencing, resurveying, checking, replacement of missing or damaged stakes, and coordination efforts shall be included in the bid prices for the various items associated with the survey work.

## **1-05.7** Removal of Defective and Unauthorized Work (June 16, 2006 G&O GSP)

 This Section 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 Contracting Agency, or fails to perform any part of the Work required by the Contract, 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 or urgent situation, the Contracting Agency may have the defective work corrected immediately, have the rejected work removed and replaced, or have work that the Contractor refuses or fails to perform completed by others. An emergency

or urgent situation is any situation when, in the opinion of the Engineer, a delay in taking remedial action could be potentially unsafe and may cause risk of personal injury, property damage, or economic loss to the public, the Work, or the Contracting Agency.

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 Contracting Agency from monies due, or to become due, the Contractor. Such direct and indirect costs shall include, 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 defective or unauthorized work.

No extension of the Contract time or additional compensation will be allowed because of any delay in the performance of the Work attributable to the Contracting Agency's exercise of its rights provided by this Section.

The rights provided to the Contracting Agency by this Section shall not diminish the Contracting Agency's right to pursue any other or additional remedy with respect to the Contractor's failure to perform the Work as required.

## **1-05.11 Final Inspection** (June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

## **1-05.11 Final Inspections and Operational Testing (New Section)** (June 16, 2006 G&O GSP)

## 1-05.11(1) Substantial Completion Date

 When the Contractor considers the Work to be substantially complete, the Contractor shall notify the Engineer in writing and request that the Engineer establish the Substantial Completion Date. The Contractor's notice shall list the specific items of the Work that remain to be completed in order to achieve 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 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 establish the Substantial Completion

Date. If, after inspection, the Engineer does not consider the Work to be substantially complete and ready for its intended use, the Engineer will notify the Contractor in writing and provide the reasons therefore.

Upon receipt of written notice either establishing the Substantial Completion Date or informing the Contractor that the Work is not substantially complete, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the Work necessary to reach substantial completion and physical completion of the Work. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the Work.

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

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

When the Contractor considers the Work to be physically complete and ready for final inspection, the Contractor shall provide written notice to the Engineer requesting a final inspection. The Engineer will then schedule 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 to be 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 the listed deficiencies have been completed. This process will continue until the Contracting Agency is satisfied the listed deficiencies have been corrected and the Work is physically complete.

If action to correct the listed deficiencies is not initiated within seven days after receipt of the written notice listing the deficiencies, the Contracting Agency 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 any extension of the Contract time or additional compensation because of a delay in the performance of the Work attributable to the exercise of the Contracting Agency's rights 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 constitute acceptance of the

Work or imply that all the obligations of the Contractor under the Contract have been fulfilled.

Add the following new section:

# **1-05.12(1) 2-Year Guarantee Period** (March 8, 2013 G&O GSP)

 The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within two years 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 two years 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 GSP)

Delete the sixth and seventh paragraph of this Section.

## 1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

 Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. 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

1 2 3 4	Project Engineer's office. Electronic formats 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.		
5 6	Add the following new section:		
7 8 9	1-05.16 Water and Power (New Section) (October 1, 2005 APWA GSP)		
10 11 12 13	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.		
14	1-06 CONTROL OF MATERIAL		
15 16 17 18	1-06.1 Approval of Materials Prior to Use (January 3, 2012 G&O GSP)		
19 20	This Section is supplemented with the following:		
21 22 23 24 25	The Contractor shall be responsible for the accuracy and completeness of the information contained in each QPL and RAM submittal and shall ensure that all material, equipment or method of work shall be as described in the QPL and approved RAM. The Contractor shall verify that all features of all products conform to the requirements of the Contract and Plans. The		
26 27	Contractor shall ensure that there is no conflict with other submittals and specifically notify the Contracting Agency in each case where the Contractor's submittal may affect the work of another contractor or the		
28 29	Contracting Agency. The Contractor shall ensure coordination of submittals		
30 31	among the related crafts and Subcontractors. If the Contractor proposes to provide material, equipment, or a method of work, which deviates from the		
32 33	Contract, the Contractor shall indicate so on the transmittal form accompanying the QPL and/or RAM submittals and submit a written request		
34 35	to the Engineer for approval of the proposed substitution.		
36	Submittals required for the Work shall include any or all of the following, as		
37 38	required by the Contract:		
39	a. Manufacturer's literature		
40	b. Shop drawings		
41	c. Material samples		

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**Timing of Product Submittals** 

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9	The Contractor shall allow at least 14 calendar days for the Engineer's
10	review of all submittals.
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12	Number of Submittals
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14	The Contractor shall submit four (min.) copies of each QPL and RAM
15	submittal. One (min.) copy will be returned to the Contractor and three
16	(min.) will be retained by the Contracting Agency and Engineer. In lieu of
17	submitting hard copies the Contractor may submit QPLs and RAMs
18	electronically.
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20	Resubmittals
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22	When a submittal is resubmitted for any reason, it shall be resubmitted
23	referencing the previous RAM # and the number of times it has been
24	resubmitted (RAM # - times resubmitted).
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26	Delays
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28	All costs of delays caused by the failure of the Contractor to provide
29 30	submittals in a timely manner will be borne by the Contractor.
30 31	Payment
31 32	rayment
33	The cost to prepare and submit submittals, equipment manuals, testing, and
34	materials samples shall be included in the bid prices for various items
35	associated with the required submittals.
36	associated with the required submittals.
37	1-06.1(2) Request for Approval of Material (RAM)
38	(June 16, 2006 G&O GSP)
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40	This Section is supplemented with the following:

All submittal information shall be sent to the Engineer through the

All submittals shall be provided far enough in advance of installation to allow

sufficient time for reviews and necessary approvals.

**Submittal Information** 

Shop, catalog, and other appropriate drawings shall be submitted to the

Engineer for review prior to fabrication or ordering of all equipment or materials specified. Submittal documents shall be clearly edited to indicate

only those items, models, or series of materials or equipment which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated.

Shop drawings shall be submitted in the form of blue-line or black-line prints of each sheet. Blueprint submittals will not be acceptable.

All shop drawings shall be accurately drawn to a scale sufficiently large enough to show pertinent features and methods of connection or jointing. Figure dimensions shall be used on all shop drawings, as opposed to scaled dimensions.

All shop drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the shop drawings.

## **1-06.2(1)** Samples and Test for Acceptance (January 3, 2012 G&O GSP)

This Section is supplemented with the following:

The Contractor shall be responsible for all materials testing specified in the Contract Provisions. The materials testing laboratory shall be accredited for performing the various testing methods either by AASHTO R18, AASHTO 150/IEC 17025, or the American Association for Laboratory Accreditation and further approved by the Contracting Agency. Test methods shall be completed in accordance with the current WSDOT Standard Specifications and Construction Manual. The Engineer or the Inspector shall specify the items or areas to be tested. The materials testing laboratory shall send test results directly to the Contracting Agency. Any area that does not meet the material gradation and/or compaction test requirements shall be repaired/replaced at the Contractor's expense. Areas that do not meet compaction test requirements shall be retested at the Contractor's expense. Locations for testing and retesting shall be selected and marked by the Engineer.

The maximum density and optimum moisture content methods shall be in accordance with the Contract Provisions. The frequency and type of testing the Contractor shall provide is listed below:

## **Trenching**

Item	Test	Testing Frequency
Pipe Bedding	Gradation <sup>(1)</sup>	One for each material
		source.
	Moisture Density	One test and any time
	Relationship (Modified	material changes
	Proctor)	
Trench Backfill	Gradation <sup>(1)</sup>	One for each material
		source.
	In-Place Density <sup>(1)(2)(3)(4)</sup>	One every 100 feet of
		trench and every 2 feet in
		depth of backfill material.
	Moisture Density	One prior to start of
	Relationship (Modified	backfilling operations,
	Proctor) <sup>(3)</sup>	one every 20 densities
		and any time material
		type changes.

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### **Aggregate Materials**

Item	Test	Testing Frequency
Crushed Surfacing	Gradation, SE and Fracture	1 – 2,000 TN.
Top Course		
	Density <sup>(1)</sup>	One test on every lift
		on material placed at
		a frequency of
		250 square yards of
		completed area.
	Moisture Density	One test and any
	Relationship (Modified	time material
	Proctor)	changes

#### **Hot Mix Asphalt**

Item	Test	Testing Frequency
HMA CI	Rice Density, Gradation,	1 – project.
PG Project	Asphalt Binder Content and	
Quantity > 400 tons	Percent Air Voids (Va)	
≤ 800 tons		
HMA CI	Compaction <sup>(1)</sup>	1 – 100 TN.
PG		

Hot Mix Asphalt Aggregate<sup>(5)</sup>

Item	Test	Testing Frequency
Aggregate	SE, Fracture	1 – 2,000 TN.
Blend Sand	SE	1 – Project.
Mineral Filler	Sp. G and Pl	Certificate.

(1) All acceptance tests shall be conducted from in-place samples.

- (2) Additional tests shall be conducted when variations occur due to the Contractor's operations, weather conditions, site conditions, etc.
- (3) All compaction shall be in accordance with the Compaction Control Test of Section 2-03.3(14)D. The nuclear densometer, if properly calibrated, may be used for the required testing frequency and procedures. The densometer shall be calibrated and is recommended for use when the time for complete results becomes critical.
- (4) Depending on soil conditions, it is anticipated that compaction tests will be required at depths of two feet above the pipe and at each additional two feet to the existing surface plus a test at the surface.
- (5) Hot mix asphalt aggregate tests are not required for Commercial HMA or for HMA CI. \_\_\_\_ PG \_\_\_ that has a project quantity of ≤ 400 tons.

#### **Payment**

All costs to prepare and implement the sample and testing program shall be included in the bid prices for the various items associated with the sample and testing program.

## 1-06.2(2)B Financial Incentive

(February 15, 2008 G&O GSP)

Delete the first sentence of the first paragraph of this Section.

## 1-06.4 Handling and Storing Materials

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The Contractor may be required to provide off-site storage of equipment and materials to enable construction to occur at the construction site. The

City of Medina NE 7<sup>th</sup> Street Improvements G&O #22488

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Contractor has full responsibility to secure all off-site storage areas, if needed, and shall include the costs for providing such storage areas in the Proposal for the individual equipment and material bid items requiring offsite storage. All off-site storage areas shall be fenced, secure and have access restricted or withheld from the general public.

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#### 1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

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Delete this Section in its entirety.

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

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#### 1-07.1 Laws to be Observed

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(February 25, 2021 WSDOT GSP) This Section is revised to read:

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#### General

The Contractor shall always comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect Work under the Contract. The Contractor shall indemnify, defend, and save harmless the State (including the Governor, Commission, Secretary, and any agents, officers, and employees) against any claims that may arise because the Contractor (or any employee of the Contractor or Subcontractor or materialperson) violated a legal requirement.

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Without usurping the authority of other agencies, the Contracting Agency will cooperate with them in their efforts to enforce legal requirements. Upon awareness of a violation of a legal requirement, the Engineer will notify the Contractor in an effort to achieve compliance. The Engineer may also notify the agency responsible for enforcement if the Engineer deems that action is necessary to achieve compliance with legal requirements. The Engineer will also assist the enforcement agency to obtain Contractor compliance to the extent such assistance is consistent with the provisions of the Contract.

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#### Health and Safety

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The Contractor shall be responsible for the safety of all workers and shall comply with all appropriate state safety and health standards, codes, rules, and regulations, including, but not limited to, those promulgated under the Washington Industry Safety and Health Act RCW 49.17 (WISHA) and as set forth in Title 296 WAC (Department of Labor and Industries). In particular the Contractor's attention is drawn to the requirements of WAC 296.800 which requires employers to provide a safe workplace. More specifically WAC 296.800.11025 prohibits alcohol and narcotics from the workplace.

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The Contractor shall likewise be obligated to comply with all federal safety and health standards, codes, rules, and regulations that may be applicable to the Contract Work. A copy of all safety plans (e.g., fall protection work plan) that are developed by the Contractor shall be submitted to the Engineer as a Type 1 Working Drawing. When requested by the Engineer, the Contractor shall provide training to Contracting Agency employees working on-site for any activity covered by a safety plan. Costs for training that is provided solely to Contracting Agency employees will be paid to the Contractor in accordance with Section 1-09.4.

#### Mine Safety

U.S. Mine Safety and Health Administration rules apply when the project includes pit or quarry operations. Among other actions, these regulations require the Contractor to notify the nearest Mine Safety and Health sub district office (1) of the project before it begins, (2) of the starting date, and (3) of the Physical Completion Date.

#### Wells

When wells are included in the contract or encountered as part of the Work, the Contractor shall meet all the requirements in WAC 173-160 Minimum Standards for Construction and Maintenance of Wells and all environmental considerations for installing, protecting in place, decommissioning, or abandonment of wells.

## Changes to Laws to be Observed

#### General

The Contracting Agency will not adjust payment to compensate the Contractor for changes in legal requirements unless those changes are specifically within the scope of RCW 39.04.120. For changes under RCW 39.04.120, the Contracting Agency will compensate the Contractor by negotiated change order as provided in Section 1-04.4.

#### **Taxes**

Under certain conditions, the Contracting Agency will adjust payment to compensate for tax changes. First, the changes shall involve federal or state taxes on materials or fuel used in or consumed for the project. Second, the changes shall increase or decrease Contractor-paid taxes by more than \$500. For items in the original Contract, the tax change must occur after the Bid opening date. For negotiated Contracts or items in a supplemental agreement, the tax change must take place after the execution date of the Contract or agreement. Within these conditions, the Contracting Agency will adjust compensation by the actual dollar amounts of increase or decrease caused by the tax changes. If the Engineer requests it, the

1 Contractor shall certify in writing that the Contract price does not 2 include any extra amount to cover a possible change in taxes. 3 4 The Contracting Agency may audit the records of the Contractor as 5 provided in Section 1-09.12, to verify any claim for compensation 6 because of changes in laws or taxes. 7 8 (June 16, 2006 G&O GSP) 9 This Section is supplemented with the following: 10 11 In cases of conflict between different safety regulations, the more stringent 12 regulation shall apply. 13 14 The Washington State Department of Labor and Industries shall be the sole 15 and paramount administrative agency responsible for the administration of 16 the provisions of the Washington Industrial Safety and Health Act of 1973 17 (WISHA). 18 19 All Work under this Contract shall be performed in a safe manner. The 20 Contractor and all Subcontractors shall observe all rules and regulations of 21 the Washington State Department of Labor and Industries, rules and 22 regulations of OSHA, WISHA or any other jurisdiction, and all other 23 applicable safety standards. The Contractor shall be solely and completely 24 responsible for conditions of the job site, including safety of all persons and 25 property during performance of the Work. This requirement shall apply 26 continuously and not be limited to normal working hours. 27 28 The Engineer's review of the Contractor's Work plan, safety plan, 29 construction sequence, schedule or performance does not and is not intended to include review or approval of the adequacy of the Contractor's 30 31 safety measures in, on, or near the construction site. The Engineer does 32 not purport to be a safety expert, is not engaged in that capacity under this Contract, and has neither the authority nor the responsibility to enforce 33 construction safety laws, rules, regulations, or procedures, or to order the 34 35 stoppage of Work for claimed violations thereof. 36 37 The Contractor shall exercise every precaution at all times for the 38 prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting 39 injury by accidental contact shall be protected with sturdy removable quards 40 41 in accordance with applicable safety regulations.

#### 1-07.2 Sales Tax

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

#### 1-07.2 Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

#### 1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

For Work performed in such cases, the Contractor shall collect from the

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

### 1-07.2(3) Services

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

## 1-07.7 Load Limits

(March 13, 1995 WSDOT GSP)

This Section is supplemented with the following:

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

#### 1-07.9(5) Required Documents

(June 29, 2020 G&O GSP)

Delete this Section and replace it with the following:

#### General

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

#### **Intents and Affidavits**

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

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

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

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

#### **Certified Payrolls**

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

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#### **Penalties for Noncompliance**

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

### 1-07.13 Contractor's Responsibility for Work

(March 31, 2010 G&O GSP)

#### 1-07.13(1) General

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

All Work and material for the contract, including any change order work, shall be at the sole risk of the Contractor until the entire improvement has been completed as determined by the Engineer, except as provided in this Section.

The Contractor shall rebuild, repair, restore, and make good all damages to any portion of the permanent or temporary work occurring before the physical completion date and shall bear all the expense to do so.

If the performance of the Work is delayed as a result of damage by others, an extension of time will be evaluated in accordance with Section 1-08.8.

Nothing contained in this Section shall be construed as relieving the Contractor of responsibility for, or damage resulting from, the Contractor's operations or negligence, nor shall the Contractor be relieved from full responsibility for making good any defective Work or materials as provided for under Section 1-05.

## 1-07.16 (1) Private/Public Property

(August 1, 2009 G&O GSP)

This Section is supplemented with the following:

 The Contractor shall keep the Work site, staging areas, and Contractor's facilities clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary.

### **Damage and Claims**

Along the street to be improved there are privately owned improvements on the properties abutting the right-of-way. Even though all reasonable

precaution is to be taken by the Contractor, these improvements may in some instances be damaged. In the event such occurs, and claims for damages are filed by the property owners, the Contracting Agency will request the Contractor to provide evidence that the Contractor has requested its insurance company to contact the claimant. Any settlement for claims for damage to private property shall be by and between the claimant, the Contractor, and the Contractor's insurance company.

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## 1-07.17 Utilities and Similar Facilities

(April 2, 2007 WSDOT GSP)

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This Section is supplemented with the following:

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

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#### **Utility Locations**

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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.

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Gas and Power	Water and Sewer
Puget Sound Energy	City of Bellevue
Jeff McMeekin	Paige Young
P.O. Box 90868	(425) 452-2067
Bellevue, WA 98009-0868	pyoung@bellevuewa.gov
Tel. (425) 462-3824	
Emergency (800) 552-7171	
Telecommunications	Telecommunications
Comcast	CenturyLink
Jill Look	Jennifer Johnson
3414 California Street	1550 Newport Way NW
Everett, WA 98201	Issaquah, WA 98027
Tel. (425) 317-9601 Ext. 250	Tel. (206) 346-6537
Cell (206) 396-6032	Cell (206) 941-0368

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## **1-07.17(2)** Utility Construction, Removal, or Relocation by Others (July 20, 2020 G&O GSP)

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Delete this Section in its entirety and replace with the following:

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Any authorized agent of the Contracting Agency or utility owners may enter the right-of-way to repair, rearrange, alter, or connect their equipment. The

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Contractor shall cooperate with such effort and shall avoid creating delays or hindrances to those doing the Work. As needed, the Contractor shall arrange to coordinate work schedules.

The Contractor shall carry out the Work in a way that will minimize interference and delay for all forces involved. Any costs incurred prior to the utility owners anticipated completion (or if no completion is specified, within a reasonable period of time) that results from the coordination and prosecution of the Work regarding utility adjustment, relocation. replacement, or construction shall be at the Contractor's expense as provided in Section 1-05.14.

The Contractor shall coordinate all work with the various utility companies and their Contractors. The Contractor, when scheduling his work crews, shall use production rates that anticipate the need to provide block-outs and/or gaps in the driveways, curb and gutter, and/or pavement sections where existing utility structures currently exist, and then come back at a later time to construct the missing sections after the utility has been relocated or adjusted by the applicable utility. The Contractor shall assume that the utilities will not be relocated prior to construction of this project nor at his convenience during the course of construction. As such, the Contractor shall assume such, and schedule his crews and his Subcontractors to remobilize to the various sites and temporarily relocate his or his Subcontractor's crews to other areas of the project and complete other unaffected portions of the project in order to coordinate the relocation of the utilities with the various utility companies. There shall be no additional money or time due the Contractor for leaving gaps or for block-out construction, remobilization, demobilization, out of sequence construction, relocation of work crews, and construction of curb, gutter, or driveway patches after the utility has been relocated. It is the intent of these Specifications that the Contractor diligently pursue other work on the site when such conflicts occur and recognize and plan for the inherent inefficiencies and impaired production rates.

#### **Payment**

All costs to comply with this Section and repair specified in this Section, unless otherwise stated, are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the bid prices of the Contract.

1-07.18 Public Liability and Property Damage Insurance (January 4, 2016 G&O GSP)

Delete this Section and replace it with the following:

#### 1-07.18(1) General Requirements

A. The Contractor shall procure and maintain insurance described in all subsections of 1-07.18 of these Special Provisions, from insurers with a current A.M. Best rating 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 (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

B. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion Date, unless otherwise indicated.

 C. All insurance coverage required by this section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms.

D. The insurance policies shall contain a "cross liability" provision.

E. The Contractor's and all Subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage. Any insurance, self-insurance or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

F. The Contractor shall provide the Contracting Agency and all Additional Insured with written notice of any policy cancellation and the date of effective cancellation within 2 business days of receipt.

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

H. 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

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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.

I. 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, shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- The Contracting Agency and its officers, elected/appointed officials, employees, agents, and volunteers;
- Gray & Osborne, Inc.

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

#### 1-07.18(3) Subcontractors

Contractor shall ensure that each Subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

#### 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. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent. The certificate or an endorsement form shall indicate the Contractor's insurance is primary and non-contributory.

- 2. The Contractor shall obtain endorsement forms CG 2010 10 01, CG 2032 07 04 and CG 2037 10 01 or the equivalent of each, naming the Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s) and showing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent protection to the Additional Insured. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker indicating that endorsement forms CG 2010 10 01, CG 2032 07 04 and CG 2037 10 01 are not available and the endorsements submitted provide equivalent protection to the Additional Insured.
- 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, 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. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. 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 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

1 2 3	exclusion for liability arising from explosion, collapse or underground property damage.
5 5 6 7	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.
8 9 10 11	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.
12 13	Such policy must provide the following minimum limits:
10	\$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
14	
15	1-07.18(5)B Automobile Liability
16	
17	Automobile Liability for owned, non-owned, hired, and leased vehicles, with
18	an MCS 90 endorsement and a CA 9948 endorsement attached if
19	"pollutants" are to be transported. Such policy(ies) must provide the
20	following minimum limit:
21	\$1,000,000 combined single limit each accident
22	\$1,000,000 Combined single limit each accident
23	1-07.18(5)C Workers' Compensation
24	(o)
25	The Contractor shall comply with Workers' Compensation coverage as
26	required by the Industrial Insurance laws of the state of Washington.
27	required by the made and medianes land of the state of the similarity
28	1-07.18(5)D Excess or Umbrella Liability
29	
30	The Contractor shall provide Excess or Umbrella Liability coverage with
31	limits not less than \$2 million per occurrence and annual aggregate. This
32	excess or umbrella liability coverage shall be excess over and at least as
33	broad in coverage as the Contractor's Commercial General and Auto
34	Liability insurance.
35 36	This requirement may be satisfied instead through the Contractor's primary
37	Commercial General and Automobile Liability coverage, or any combination
38	thereof.

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# 1-07.18(5)E Builders Risk Insurance

The Contractor shall purchase and maintain Builders Risk insurance covering interests of the Contracting Agency, the Contractor. Subcontractors, and lower tier Subcontractors in the work. Builders Risk shall be required for all structures on the project. A structure is any equipment, facility, building, bridge, retaining wall, or tank extending four feet or more above adjacent grade; or any facility less than four feet above adjacent grade, and containing more than \$50,000 worth of electrical or mechanical equipment. Poles, light standards, or antenna less than 50 feet in height and less than two feet in diameter shall not be considered structures. Builders Risk insurance, when required, shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief and collapse. The Builders Risk insurance, when required, shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. Such insurance shall cover "soft costs" including but not limited to design costs, licensing fees. and architect's and engineer's fees. Builders Risk insurance shall be written in the amount of the completed value of the applicable portions of the project, with no coinsurance provisions.

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The Builders Risk insurance covering the Work shall have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood, earthquake and all other perils may be accepted by the Contracting Agency upon written request by the Contractor and written acceptance by the Contracting Agency. Any increased deductibles accepted by the Contracting Agency will remain the responsibility of the Contractor.

29 30 31

The Builders Risk insurance shall be maintained until the Physical Completion Date.

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36 37 The Contractor and the Contracting Agency waive all rights against each other and any of their Subcontractors, lower tier Subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

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Liability for facilities not covered by Builders Risk shall remain the responsibility of the contractor.

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#### 1-07.23 Public Convenience and Safety

**1-07.23(1) Construction Under Traffic** (May 2, 2017 G&O GSP)

Delete the second paragraph of this Section and replace it with the following:

 To disrupt public traffic as little as possible, the Contractor shall permit traffic to pass through the Work with the least possible inconvenience or delay. The Contractor shall maintain existing roads, streets, sidewalks, and paths within the project limits, keeping them open, and in good, clean, safe condition at all times. Accessibility to existing or temporary pedestrian push buttons shall not be impaired. Deficiencies caused by the Contractor's operations shall be repaired at the Contractor's expense. Deficiencies not caused by the Contractor's operations shall be repaired by the Contractor when directed in writing by the Engineer, at the Contracting Agency's expense. The Contractor shall also maintain roads, streets, sidewalks, and paths adjacent to the project limits when affected by the Contractor's operations. Snow and ice control will be performed by the Contracting Agency or the Project will be shutdown at the Contracting Agency's discretion. The Contractor shall perform the following:

1. Remove or repair any condition resulting from the Work that might impede traffic or create a hazard.

2. Keep existing traffic signal and street lighting systems in operation as the Work proceeds.

3. Maintain the striping on the roadway.

4. Maintain existing permanent signing.

5. Keep drainage systems clean and allow for unobstructed flow of water.

(September 30, 2020 WSDOT GSP)

Delete the last paragraph and replace with the following:

The Contractor shall conduct all operations to minimize any drop-offs (abrupt changes in roadway elevation) left exposed to traffic during nonworking hours. Unless otherwise specified in the Traffic Control Plan, drop-offs left exposed to traffic during nonworking hours shall be protected as follows with an accepted traffic control plan submittal in accordance with Section 1-10.2(2):

1 2 3 4	1.	may	remair	to 0.20 foot, unless otherwise ordered by the Engineer, a exposed with appropriate warning signs alerting the condition.
5 6 7	2.	Auxili	ary La	nore than 0.20 foot that are in the Traveled Way or ne will not be allowed unless protected with appropriate ns and further protected as indicated in 3b or 3c below.
8 9 10 11	3.	not w	ithin t	ore than 0.20 foot, but no more than 0.50 foot, that are he Traveled Way shall be protected with appropriate as and further protected by having one of the following:
12 13 14 15		a.	A wed	dge of compacted stable material placed at a slope of 4:1 tter.
16 17 18 19 20 21		b.	or oth traffic place spaci in mil	nelizing devices (Type I barricades, plastic safety drums, her devices 36 inches or more in height) placed along the side of the drop-off and a new edge of pavement stripes d a minimum of 3 feet from the drop-off. The maximum ng between the devices in feet shall be the posted speed es per hour. Pavement drop-off warning signs shall be d in advance and throughout the drop-off treatment.
23 24 25 26 27 28		C.	appro off wi traffic	apporary concrete barrier, temporary steel barrier, or other oved traffic barrier installed on the traffic side of a dropth a new edge line placed a minimum of 2-feet from the face of the barrier. The barrier shall have a lateral offset the edge of the drop-off to the back of the barrier as vs:
30 31 32			i.	A minimum offset of 3-feet for temporary Type F or Type 2 concrete barrier when not anchored.
33 34 35 36 37			ii.	A minimum offset of 1-foot for temporary Type F or Type 2 concrete barrier when anchored on hot mix asphalt pavement as shown on WSDOT Standard Plans C-60.10 or K-80.35.
38 39 40 41 42			iii.	A minimum offset of 1-foot for temporary Type F concrete barrier when anchored on cement concrete pavement as shown on WSDOT Standard Plan C-60.10.
13 14 15			iv.	A minimum offset of 9-inches for temporary Type F or Type 2 concrete barrier when anchored on cement

1 2				concrete pavement and/or concrete bridge decks as shown on WSDOT Standard Plan K-80.35.
3				
4 5 6 7 8			V.	A minimum offset of 6-inches or 9-inches for temporary Type F or Type 2 narrow base concrete barrier when anchored on cement concrete pavement and concrete bridge decks as shown on WSDOT Standard Plan K-80.37.
9				
10			vi.	A minimum offset following manufacturer
11				recommendations for temporary steel barrier when not
12				anchored; or when anchored on hot mix asphalt
13				pavement, cement concrete pavement, or concrete
14				bridge decks.
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16			vii.	A minimum offset as directed by the Engineer for any
17				barrier type or configuration not shown in this Section.
18				,,
19			An ap	proved terminal, flare, or impact attenuator is required
20			at the	approach end of the barrier run, and is required at the
21			trailing	g end of a barrier run in two-way operations when shown
22			in the	plans or as directed by the Engineer.
23				
24	4.	Drop-	offs mo	re than 0.50 foot not within the Traveled Way or Auxiliary
25				e protected with appropriate warning signs and further
26		•		indicated in 3a, 3b, or 3c if all of the following conditions
27		are m	et:	
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29		a.	The d	rop-off is less than 2 feet;
30				
31		b.	The to	otal length throughout the project is less than 1 mile;
32			<b>-</b>	
33		C.	ine a	rop-off does not remain for more than 3 working days;
34		-1	Th	
35		d.		rop-off is not present on any of the holidays listed in
36			Section	on 1-08.5; and
37			Thad	ron offic only on one side of the Deadway
38		e.	me a	rop-off is only on one side of the Roadway.
39 40	5.	Dron-	offe mo	ore than 0.50 foot that are not within the Traveled Way or
40 41	J.	•		ne and are not otherwise covered by No. 4 above shall
41 42			•	with appropriate warning signs and further protected as
43		•		Ba or 3c.
<del>4</del> 4				

6. Open trenches within the Traveled Way or Auxiliary Lane shall have a steel-plate cover placed and anchored over them. A wedge of suitable material, if required, shall be placed for a smooth transition between the pavement and the steel plate. Warning signs shall be used to alert motorists of the presence of the steel plates.

#### (February 3, 2020 WSDOT GSP)

This Section 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 50 mph	20
55 to 60 mph	30
65 mph or greater	35

#### Minimum Work Zone Clear Zone Distance

# 1-07.24 Rights of Way

(July 20, 2020 G&O GSP)

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

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

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

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

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.

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.

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#### PUBLIC NOTIFICATION

Each property owner shall be given a minimum of 2 working days notice prior to entry upon the owner's property by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall notify all residents and businesses within 300 feet from the edge of the Work area prior to performing any Work under this Contract.

Notification shall be made to ensure that:

1. Parked vehicles are moved:

2. The public is aware that access may be temporarily impeded;

3. The public is aware that private improvements within the Work area may be impacted.

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Notification shall be as follows:

Α. Pre-notification to residents, and businesses shall be provided indicating the Contractor's intended construction schedule. This notification shall precede the Work by a minimum of Wording shall be approved by the 10 calendar days. Contracting Agency prior to the performance of any Work.

B. Final notification shall state the exact construction start date. after which any private improvements that remain within the right-of-way and/or easements will be subject to removal or relocation by the Contractor as indicated on the Plans and Section 1-07.16. This notification shall be made a minimum of 2 working days in advance of the construction start date.

	Λ ΙΙ				
1 2	Any delay or shut down in the continuous prosecution of the Work, as specified, shall require another notification as described herein.				
3	specified, shall require another notification as described herein.				
4	Payment				
5					
6	All costs to	All costs to comply with this Section are incidental to the Contract and are			
7	•	bility of the Contractor. The Contractor shall include all related			
8	costs in the	bid prices of the Contract.			
9	4 00 DD00E0UT	ON AND DROODEGG			
10 11	1-08 PROSECUTI	ON AND PROGRESS			
12	Add the following n	ew section:			
13	Add the following h	CW 300tion.			
14	1-08.0 Preli	iminary Matters (New Section)			
15		06 APWA GSP)			
16	,	,			
17	1-08.0(1) Pi	reconstruction Conference			
18	(October 10	, 2008 G&O GSP)			
19					
20		Contractor beginning the Work, a preconstruction conference			
21	will be held between the Contractor, the Contracting Agency, the Engineer				
22	and such other persons as may be invited. The purpose of the				
23	preconstruct	tion conference will be:			
24	4	To an in the 1984 of a second of the			
25	1.	To review the initial progress schedule;			
26 27	2.	To establish a working understanding among the various			
28	۷.	persons associated with or affected by the Work;			
29		persons associated with or affected by the work,			
30	3.	To establish and review procedures for progress payment,			
31	•	notifications, approvals, submittals, etc.;			
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33	4.	To establish normal working hours for the Work;			
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35	5.	To review traffic control; and			
36					
37	6.	To discuss such other related items as may be pertinent to the			
38		Work.			
39	TI - O (	Constall and a second of the topical action of the first			
40		tor shall prepare and submit the following to the Engineer at the			
41	preconstruct	tion meeting:			
42 43	1.	Breakdown of all lump sum items in the Proposal:			
43 44	1.	Breakdown of all lump sum items in the Proposal;			
45	2.	A preliminary schedule for working drawing submittals; and			
<del>-1</del> 0	۷.	A prominiary solication working drawing submittals, and			

3. A list of material sources for approval, if applicable.

Add the following new section:

#### 1-08.0(2) Hours of Work

 (December 8, 2014 APWA GSP)

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

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

 If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 48 hours prior to the day(s) the Contractor is requesting to change the hours.

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

On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the Work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)

2. Considering the Work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.

1 2 3	3.	Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
5	4.	If a 4-10 work schedule is requested and approved the non working

day for the week will be charged as a working day.

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

#### 1-08.1 Subcontracting

(May 30, 2019 APWA GSP, Option B)

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

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

(March 13, 2012 APWA GSP)

Revise this section to read:

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

## 1-08.3(2)D Weekly Look Ahead Schedule

(August 2009 G&O GSP)

 This Section is supplemented with the following:

 The Contractor shall attend a weekly construction meeting with the Contracting Agency. The meeting will include discussion of the weekly look ahead schedule, status of the Work, utility coordination, and traffic control. The Contractor's superintendent/foreman shall attend and participate in the weekly construction meeting.

#### 1-08.4 Prosecution of Work

(April 8, 2020 G&O GSP)

Delete the first sentence of this Section and replace with the following:

The Contract time shall begin on the first working day following the 10<sup>th</sup> calendar day after the issuance of the written notice to proceed or the first day on which the Contractor begins to perform Work on the site, whichever first occurs.

#### 1-08.5 Time for Completion

(May 4, 2022 G&O GSP)

Delete this Section in its entirety and replace with the following:

The Contractor shall complete all Contract Work within the number of working days stated in the Contract Provisions or as extended by the Engineer in accordance with Section 1-08.8. Every day will be counted as a working day unless it is a nonworking day or an Engineer determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a day on which the Contract specifically suspends Work, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, June 19, July 4, Labor Day, November 11, Thanksgiving, the day after Thanksgiving, and Christmas Day. When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days, provided the Contractor actually suspends performance of the Work.

 Any unworkable day is defined as a half or whole day the Engineer declares to be unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the Work. If the Contractor works, regardless of the weather, that day shall be counted as a working day. Other conditions beyond the control of the Contractor may qualify for an extension of time in accordance with Section 1-08.8.

 The Contract time shall begin on the first working day following the 10<sup>th</sup> calendar day after the issuance of the written notice to proceed or the first day on which the Contractor begins to perform Work on the site, whichever first occurs. The Contract Provisions may specify another starting date for the Contract time, in which case time will begin on the starting date specified.

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Each working day shall be charged to the Contract as it occurs until the Work is physically complete. If requested by the Contractor in writing, the Engineer will provide the Contractor with a weekly statement that shows the number of working days: (1) charged to the Contract the week before; (2) specified for the substantial and physical completion of the Contract; and (3) remaining for the substantial and physical completion of the Contract. The statement will also show the nonworking days and any partial or whole days that the Engineer determines to be unworkable. If the Contractor disagrees with any statement issued by the Engineer, the Contractor shall submit a written protest within 10 calendar days after the date of the statement. The protest shall be sufficiently detailed to enable the Engineer to ascertain the basis for the dispute and the amount of time disputed. Any statement that is not protested by the Contractor as required in this Section shall be deemed as having been accepted. If the Contractor elects to work 10 hours a day for four days a week (a 4-10 schedule), the fifth day of the week of that week will be charged as a working day if that day would be chargeable as a working day if the Contractor had not elected to utilize the 4-10 schedule.

The Engineer will give the Contractor written notice of the Completion Date of the Contract after all of the Contractor's obligations under the Contract have been performed by the Contractor. The following events must occur before the Completion Date will 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. Final Contract Voucher certification;
  - d. Property owner releases required by Section 1-07.24.
  - e. Affidavits of Wages Paid for the Contractor and all Subcontractors must be submitted to the Contracting Agency.

f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology): the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).

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#### 1-08.8 Extension of Time

(February 15, 2008 G&O GSP)

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Delete Item 6 of the third paragraph and replace it with the following:

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6. If the actual quantity of Work performed for a bid item was more than the original Plan quantity and increased the duration of a critical activity, and if the total extended bid price for that item at time of award was equal to or greater than 10 percent of the total Contract price at time of award. Extensions of time will be limited to only those bid items where the quantity exceeded the original Plan quantity by 25 percent or more.

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## 1-08.9 Liquidated Damages

(June 16, 2006 G&O GSP)

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Delete this Section and replace it with the following:

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Time is of the essence of this Contract. All of the Work shall be completed within the time limits set forth in the Contract, and the Contractor's unexcused failure to do so shall result in liquidated damages being assessed as provided in the Contract Provisions.

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The Contractor acknowledges that the Contracting Agency a. will suffer monetary damages in the event of an unexcused delay in the substantial completion and physical completion of the Work. If the Contractor fails, without excuse under the Contract, or otherwise refuses to complete the Work within the Contract time, or any extension thereof granted by the Contracting Agency, the Contractor agrees to pay to the Contracting Agency the amount specified in the Contract Provisions, not as a penalty, but as liquidated damages for such breach of the Contract, for each day that the Contractor shall be in default after the time stipulated in the Contract for substantial completion and physical completion of the Work.

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b. The amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Contracting Agency because of the impracticability and extreme difficulty of determining the actual damages that the Contracting Agency would sustain. The amount of liquidated damages is specifically agreed to be a reasonable approximation of the damages which the Contracting Agency would sustain as a result of an unexcused delay in the substantial completion and the physical completion of the Work. The Contracting Agency may retain liquidated damages from progress payments that otherwise would be due to the Contractor.

#### 1-09 MEASUREMENT AND PAYMENT

# **1-09.2(1)** General Requirements for Weighing Equipment (July 23, 2015 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

 4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

## 1-09.2(5) Measurement

(May 2, 2017 APWA GSP)

Revise the first paragraph to read:

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

#### 1-09.6 Force Account

(June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

The cost to be included in the equitable adjustment for any changes directed or approved in accordance with Section 1-04.4, will be determined by one or more of the following methods:

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- a. Contract unit bid prices previously approved; or
- b. If there are no unit bid prices, an agreed lump sum; or
- c. If the amount of the adjustment cannot be agreed upon in advance or in the manner provided in subparagraph a. or b. above, the cost will be determined by the actual cost of:
  - 1. Labor including working foremen. Labor rates will include the basic wage and fringe benefits, current rates for Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA) and State Unemployment Tax Act (SUTA), and the company's present rates for medical aid and industrial insurance premiums. Labor reimbursement calculations will be based on a "Labor List" (List) prepared and submitted by the Contractor and any Subcontractor before the Contractor commences force account Work. The Engineer may compare the List to payrolls and other documents and may at any time, require the Contractor to submit a new List.

In the event that an acceptable List is not received by the time that force account calculations are begun, the Engineer will develop a List unilaterally, utilizing the best data available;

- 2. Materials and equipment incorporated permanently into the Work;
- 3. The ownership or rental cost of equipment during the time of use on the extra Work. Equipment rates shall be as set forth in the then current AGC/WSDOT Equipment Rental Agreement. These rates shall be full compensation for all costs incidental to furnishing and operating the equipment. The Contractor shall submit copies of applicable portions of the AGC/WSDOT Equipment Rental Agreement to the Engineer. The rates listed in the Rental Rate Blue Book (as modified by the current AGC/WSDOT Equipment Rental Agreement) shall be full compensation for all fuel, oil, lubrication, ordinary repairs, maintenance, and all other costs incidental to furnishing and operating the equipment except labor for operation; plus

Overhead and Profit as follows:

For Work performed by the Contractor, an amount to be agreed upon but not to exceed 15 percent of the labor, material, and equipment cost agreed to by the Engineer as compensation for supervision, small tools, provisions for safety, home office and field overhead, profit and other general conditions expenses, including, but not limited to, insurance, bonds and business & occupation taxes.

For Subcontractor work, the Subcontractor will be allowed an amount to be agreed upon but not to exceed 15 percent of the labor, material, and equipment cost agreed to by the Engineer as compensation for supervision, small tools, provisions for safety, home office and field overhead, profit and other general conditions expenses, including, but not limited to, insurance, bonds and business & occupation taxes. The Contractor will be allowed an additional markup of 10 percent to compensate the Contractor for all administrative costs, including home office and field overhead, profit, bonds, insurance, business & occupation taxes and any other costs incurred.

In no case will the total fixed fee for the Contractor, all Subcontractors of all tiers exceed 30 percent.

# **1-09.7 Mobilization** (June 6, 2006, G&O GSP)

Delete the second and third paragraph of this Section. This Section is supplemented with the following:

 Throughout construction and until the Physical Completion Date, the Contractor shall thoroughly comb and search the Work site and surrounding area and remove any waste construction material, empty containers, litter and other debris, whether or not deposited by the Contractor, and tidy up the surrounding general area to make it neat in appearance.

1	ROUT	TINE C	LEANING
2 3 4	A.	<u>Gene</u>	<u>ral:</u>
5 6 7 8		1.	Maintain all stored materials and equipment in an orderly fashion allowing maximum access, not impeding drainage, pedestrian or vehicle traffic.
9 10 11		2.	Do not allow the accumulation of scrap, waste material, used containers, debris and other items not required for the Work.
12 13 14		3.	At least once a week, and more often if necessary, completely remove all scrap, debris, and waste material from the Work site.
15 16 17 18		4.	Provide adequate storage for all materials awaiting removal from the Work site, observing all requirements for fire protection and protection of the environment.
19 20	B.	Site:	
21 22 23 24 25		1.	Daily, and more often if necessary, inspect the Work site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage until they can be disposed of.
26 27 28 29 30		2.	Weekly, and more often if necessary, inspect the arrangement of all materials and equipment stored on the Work site, restack, tidy or otherwise rearrange them to meet the requirements above.
31 32 33		3.	Maintain the Work site at all times in a neat and orderly condition meeting the approval of the Contracting Agency.
34 35	FINAL	L CLEA	ANING
36 37 38	A.	Gene	ral:
39 40 41 42 43 44		mater thorou debris appea	to final inspection, remove from the Work site all tools, surplus ials, equipment, scrap, debris and waste. The Contractor shall ughly comb and search the surrounding area and remove any s of any kind and tidy up the general area to make it neat in arance, including removal of debris not deposited by the actor's operations.

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#### **Payment**

"Mobilization, Cleanup, and Demobilization," lump sum.

The lump sum contract payment shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in this Section. Payment for this item shall be made as follows:

- 1. Fifty percent of this item will be included in the first monthly pay estimate after the Contractor is in full operation and construction of the Work has began;
- 2. Forty percent of this item will be proportioned equally (based on the number of working days in the Contract) and included in each monthly pay estimate submitted by the Contractor. The Contractor shall provide regular and ongoing cleanup. Failure of the Contractor to provide regular ongoing cleanup will be cause for permanent forfeiture of the monthly payment for each month that the cleanup is not performed as required. If cleanup is not performed during a monthly pay period, it shall not be subject to reimbursement under any following monthly pay estimate, and the lump sum amount due will be adjusted accordingly.
- 3. Ten percent of this item will be included in the estimate issued when the Physical Completion Date is achieved, including the removal of all equipment from the Work site.

# 1-09.8 Payment for Material on Hand

(June 16, 2006 G&O GSP)

Delete the first paragraph of this Section and replace it with the following:

The Contracting Agency may reimburse the Contractor for 90 percent of the invoice amount of the material and equipment purchased before their incorporation into the Work if they:

- 1. Meet the requirements of the Plans and Specifications;
- 2. Are delivered to or stockpiled near the Work site or to another Engineer-approved storage site; and
- 3. Consist of: piping material, reinforcing steel, bronze plates, structural steel; machinery; piling, timber and lumber (not including forms and falsework), large signs unique to the

This Section is revised to read:

(February 7, 2022 G&O GSP)

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:

 Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

2. 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. On Hand — 90 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.

4. 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. Per Section 1-09.9(1), on non FHWA-funded projects;

2. Amount of progress payments previously made; and

3. 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.

Failure to perform any of the obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

 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 Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified 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 Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher 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 purpose 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 email with delivery confirmation from the Contracting Agency 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 email with delivery confirmation is received by the Contractor. The date the Contracting

Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the 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 affect the Work under the Contract.

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Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

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

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Revise this section to read:

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

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## 1-09.13(1) General

(January 19, 2022 APWA GSP)

39 40 41

Revise this section to read:

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Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full

as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.

Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein, through binding arbitration or litigation.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total \$1,000,000 or less, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

 The Contractor and the Contracting Agency mutually agree that those claims or causes of action in excess of \$1,000,000, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

# **1-09.13(3)A Arbitration General** (January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

# **1-09.13(4) Venue for Litigation** (January 19, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, 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 2	1-10 TEMPORARY TRAFFIC CONTROL
3 4	<b>1-10.2(1) General</b> (January 3, 2017 WSDOT GSP)
5 6	This Section is supplemented with the following:
7 8 9 10	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:
11 12 13 14 15	The Northwest Laborers-Employers Training Trust 27055 Ohio Ave. Kingston, WA 98346 (360) 297-3035
17 18 19 20 21	Evergreen Safety Council 12545 135 <sup>th</sup> Ave. NE Kirkland, WA 98034-8709 1-800-521-0778
22 23 24 25 26	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
27 28 29 30	1-10.2(2) Traffic Control Plans (March 31, 2016 G&O GSP)
31 32	This Section is supplemented with the following:
33 34 35 36	If traffic control plans are not included in the Contract Documents, the Contractor shall submit traffic control plans for the Engineer's review and approval.
37 38 39	1-10.4(1) Lump Sum Bid for Project (No Unit Items) (August 2, 2004 WSDOT GSP)
40	This Section is supplemented with the following:
41 42 43	The proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

# DIVISION 2 EARTHWORK

#### 2-01 CLEARING, GRUBBING AND ROADSIDE CLEANUP

identify to his workforce their need to be saved.

This Section is supplemented with the following:

#### 2-01.1 Description

 (December 7, 2006 G&O GSP)

Clearing and grubbing on this project shall be performed within the within the construction area noted on the Plans. The area to be cleared and grubbed shall extend to 1 foot beyond the improvements (i.e., toe of fill, top of cut slope, fence, sidewalk, pavement removal area, pavement, curb, etc.) unless indicated otherwise on the Plans. The Contractor shall coordinate with the Engineer to protect and leave in place those trees, landscaping, or other items specifically identified to be saved. Where such is required, the Contractor shall flag those trees, shrubs, etc., to

Existing landscaping, including but not limited to, rockeries, beauty bark, decorative gravel or rock, bushes, trees, and shrubbery within and/or adjacent to the work areas shall be protected from damage and/or removed and/or relocated as indicated on the Plans. The Contractor shall provide protection, removal, temporary or permanent relocation, watering, staking, etc., as directed by the Engineer.

 Unless indicated otherwise on the Plans, the property owners shall be allowed to remove and/or relocate trees, shrubs, irrigation, wood headers, ornamental plants, and any other decorative landscaping materials within the work areas that they wish to save. The Contractor shall notify both verbally and in writing (by certified mail) all abutting property owners and allow them a minimum of two weeks from the date the property owner is notified for the property owner to remove landscaping within the work area. The Contractor shall submit a checklist to the Contracting Agency verifying notification of property owners of landscaping relocation requirements. The Contractor shall remove and wastehaul all such items not removed by the property owner. Prior to the removal of the landscaping materials, the Contractor must receive approval from the Engineer to begin this work.

If the Contractor removes or damages any existing vegetation, landscaping item or private irrigation system not designated for removal because of any act, omission, neglect or misconduct in the execution of the work, such items shall be restored or replaced in kind by the Contractor to a condition similar or equal to that existing before such damage or removal occurred.

## 2-01.2 Disposal of Usable Material and Debris

(December 7, 2006 G&O GSP)

Delete the third paragraph of this Section and replace with the following:

Refuse and debris shall be loaded and hauled to a waste site secured by the Contractor and shall be disposed of in such a manner as to meet all requirements of state, county, and municipal regulations regarding health, safety and public welfare.

#### 2-01.5 Payment

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

This Section is supplemented with the following:

All costs associated with clearing and grubbing shall be included in the various unit contract and lump sum prices bid.

#### 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

#### 2-02.1 Description

(November 24, 2010 G&O GSP)

This Section is supplemented with the following:

This work also consists of removing, handling and disposing of deleterious material or debris encountered during roadway, sidewalk, and trench excavation or other work as indicated on the Plans within the Project site, including, but not limited to, existing pipes, utility structures or appurtenances, riprap, buried concrete including thrust blocks, concrete footings and/or slabs, buried logs or debris, asphalt pavement, cement concrete pavement, sidewalks, fences, landscaping items, rock walls, guardrail, signs and any and all other structures and obstructions (unless a separate bid item has been provided for this work). All salvageable items shall be removed and delivered to the Contracting Agency unless indicated otherwise on the Plans.

#### 2-02.3 Construction Requirements

(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

The removal of any existing improvements shall be conducted in such a manner as not to damage utilities and any portion of the infrastructure that is to remain in place. Any deviation in this matter will obligate the

Contractor at his own expense, to repair, replace or otherwise make proper restoration to the satisfaction of the Contracting Agency.

When sawing of concrete or combinations of materials is required, the depth of cut shall be as required to accomplish the intended purpose, without damaging surfaces to be left in place and will be determined in the field to the satisfaction of the Engineer.

Unless otherwise indicated on the Plans or in the Special Provisions, all structures, castings, pipe and other material of recoverable value removed from the Project site shall be carefully salvaged and delivered to the Owner of said utility items in good condition and in such order of salvage as the Engineer may direct. Materials and other items deemed of no value by the Engineer shall be promptly removed, loaded and wastehauled by the Contractor and becomes his property, to be disposed of at his discretion, in compliance with regulatory requirements.

Waste materials shall be loaded and hauled to a waste site secured by the Contractor and shall be disposed of in such a manner as to meet all requirements of state, county and municipal regulations regarding health, safety and public welfare.

# **2-02.3(3)** Removal of Pavement, Sidewalks, Curbs and Gutters (January 4, 2010 G&O GSP)

This Section is supplemented with the following:

Existing cement concrete sidewalks, roadway slabs, curbs, and curbs and gutters shall be removed at the nearest construction joint where possible, and removed and wastehauled as required for the construction of this Project. Where directed by the Engineer, cement concrete curbs or curb and gutter shall be saw-cut prior to removal. Existing pavement shall be precut before commencing excavation and shall be removed as required for the construction.

Where shown on the Plans or where directed in the field by the Engineer, the Contractor shall make a neat vertical saw-cut at the boundaries of the area to be removed. Care shall be taken during sawcutting so as to prevent damage to the existing asphalt concrete, or concrete, to remain in place. Any pavement or concrete damaged by the Contractor outside the area scheduled for removal due to the Contractor's operations or negligence shall be repaired or replaced to the Contracting Agency's satisfaction by the Contractor at no additional cost to the Contracting Agency.

All cuts shall be continuous, full depth, and shall be made with saws specifically equipped for this purpose. No skip cutting or jack hammering will be allowed unless specifically approved otherwise in writing by the Engineer.

Wheel cutting or jack hammering shall not be considered an acceptable means of pavement "cutting," unless pre-approved in writing by the Engineer. However, even if pre-approved as a method of cutting, no payment will be made for this type of work, and it shall be included in the various unit contract and lump sum prices listed in the Proposal.

 The location of all pavement cuts shall be pre-approved by the Engineer in the field before cutting commences.

All water and slurry material resulting from sawcutting operations shall not be allowed to enter the storm drainage or sanitary sewer system and shall be removed from the site and disposed of in accordance with the Washington State Department of Ecology regulations.

#### 2-02.5 Payment

(November 24, 2010 G&O GSP)

 This Section is supplemented with the following:

All costs for sawcutting as indicated in the Plans and as may be additionally necessary to construct the Project shall be included in the unit contract and lump sum prices as listed in the Proposal. No additional or separate payment will be made for sawcutting.

The lump sum contract price for "Removal of Structures and Obstructions" shall be full compensation for furnishing all tools, labor, equipment, materials, and incidentals necessary for removing, loading, hauling, relocating, disposing of, and/or delivering items as noted herein and directed in the field by the Resident Inspector, to include but not limited to, fees and permits related to disposal.

#### 2-03 ROADWAY EXCAVATION AND EMBANKMENT

## 2-03.1 Description

(March 17, 2016 G&O GSP)

This Section is supplemented with the following:

This work also includes wet weather and wet condition earthwork measures.

City of Medina NE 7<sup>th</sup> Street Improvements G&O #22488

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**2-03.3 Construction Requirements** (January 7, 2013 G&O GSP)

(60.1.00.1)

This Section is supplemented with the following:

The following items shall be followed if earthwork is to be performed in wet weather or in wet conditions:

- 1. Earthwork shall be performed in small sections to minimize exposure to wet weather. Excavation or the removal of unsuitable soil shall be followed immediately by the placement and compaction of a suitable thickness (generally eight inches or less) of clean structural fill. The size and/or type of construction equipment shall be selected as required to prevent soil disturbance. In some instances, it may be necessary to limit equipment size to minimize subgrade disturbance caused by equipment traffic.
- 2. During wet weather conditions, the allowable fines content of the gravel borrow shall be reduced to no more than 5 percent by weight based on the portion passing the 3/4-inch sieve. The sand equivalent shall be 50 percent minimum.
- 3. The ground surface in the construction area shall be graded to promote the rapid runoff of surface water and to prevent ponding of water.
- 4. No soil should be left uncompacted and exposed to moisture. A smooth drum vibratory roller, or equivalent, shall be used to seal the ground surface.
- 5. Excavation and placement of fill or backfill material will be observed by the Engineer, to determine that all work is being accomplished in accordance with the project specifications.

#### 2-03.3(7)B Haul

(January 7, 2013 G&O GSP)

Delete this Section and replace it with the following:

There shall be no separate payment for haul of excess or unsuitable excavated material, or debris to the Contractor provided disposal site. The Contracting Agency is not providing a disposal site for this Project. All costs for haul shall be included in the bid prices for other work.

1 2	<b>2-03.3(7)C Contractor-Provided Disposal Site</b> (January 7, 2013 G&O GSP)
3 4 5	Delete the first paragraph and replace it with the following:
6 7 8	The Contractor shall arrange for the disposal of the excess or unsuitable excavated material, or other materials at no expense to the Contracting Agency.
9 10	2.02.2(10) Salastad Material
10 11 12	<b>2-03.3(10) Selected Material</b> (May 5, 2016 G&O GSP)
13 14	Delete the second paragraph and insert the following in its place:
15 16 17 18 19	<b>Direct Hauling.</b> If it is practical, the Contractor shall haul selected material immediately from the excavation to its final place on the Roadbed. The Contracting Agency will pay for such Work at the unit Contract price for "Excavation, Embankment and Grading, Incl. Haul."
20 21	Delete the fifth paragraph and insert the following in its place:
22 23 24	There will be not additional payment for hauling, handling and stockpiling selected materials.
25 26	2-03.3(12) Overbreak
27 28	Delete the last sentence in this Section.
29 30 31	<b>2-03.4 Measurement</b> (May 5, 2016 G&O GSP)
32 33	Delete all paragraphs under this Section and replace with the following:
34 35 36 37	Measurement of Unsuitable Foundation Excavation, Incl. Haul will be per cubic yard, as field measured in the excavated area (not truck measurement).
38 39 40	<b>2-03.5 Payment</b> (October 25, 2019 G&O GSP)
41 42	Delete all paragraphs under this Section and replace with the following:
43 44 45	Payment will be made in accordance with Section 1-04.1 for each of the following bid items that are included in the Proposal:

"Unsuitable Foundation Excavation, Incl. Haul," per cubic yard.

In the event that the Engineer directs and authorizes the Contractor to excavate unsuitable material below design subgrade, then this additional excavation, to include excavating, loading, wastehauling and disposal of the material shall be measured and paid at the unit contract price per cubic yard for "Unsuitable Foundation Excavation, Incl. Haul."

#### 2-04 HAUL

#### 2-04.1 Description

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

 If the sources of materials provided by the Contractor necessitates hauling over any public roads, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes. No separate monies will be due the Contractor for this work.

#### 2-06 SUBGRADE PREPARATION

#### 2-06.3(1) Subgrade for Surfacing

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

 9. The grading shall be completed at least 300 feet ahead of the placing of gravel borrow or crushed surfacing base material.

#### 2-07 WATERING

## 2-07.3 Construction Requirements

(November 24, 2010 G&O GSP)

This Section is supplemented with the following:

During construction, the Contractor shall have dedicated to the Project a suitable water truck that shall be operated as necessary to control dust. Failure to have a water truck immediately accessible to the job and failure to use a water truck for dust control shall be adequate reason for the Engineer to issue a suspension of work.

Water for this Project may be obtained from the City of Bellevue. A hydrant permit will be required to be secured by the Contractor for any necessary water.

Water will be provided at the convenience of the City of Bellevue and shall be used sparingly and not wasted. The City of Bellevue reserves the right to control the location and use of water based on the City's own needs.

# 2-07.5 Payment

This Section is supplemented with the following:

The cost for all water permit(s), and furnishing and placing water shall be included in the various unit contract and lump sum prices bid.

#### 2-09 STRUCTURE EXCAVATION

# **2-09.3(1) General Requirements** (August 1, 2009 G&O GSP)

This Section is supplemented with the following:

When any Work is being considered by the Contractor in the vicinity of an existing utility, the Contractor shall so inform an authority of the particular utility in ample time so that the utility involved and the Contractor may take any precautions necessary to facilitate construction in the vicinity of the utility, and thereby protect that particular utility from damage.

#### **Protecting and Maintaining Utility Service**

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

anticipated minimum usage and for the least period of time.

Where the construction crosses or is adjacent to existing utilities, the

Contractor shall exercise extreme care to protect such utilities from

damage. Additionally, the Contractor shall review the Plans, the project

site and familiarize himself with the various utilities and plan his

construction activities in recognition that the very close proximity of

existing utilities to the proposed work will adversely affect production rates of installation of the various planned improvements. The Contractor is hereby advised and cautioned that the location of existing utilities will be cause for considerable and extreme care and due diligence on the part of the Contractor. As such, work production rates are anticipated to be significantly impacted by their presence and normal production rates should not be anticipated, during construction by the Contractor for work in these areas. The Contractor shall anticipate minor alignment adjustments

## 2-09.3(5) Locating Utilities (New Section)

(March 3, 2011 G&O GSP)

A reasonable attempt has been made to locate known existing utilities; however, the exact location, and/or depth is unknown in most instances. It shall be the responsibility of the Contractor to locate existing utilities, to include their respective depths.

will also be required to accommodate the installation of utilities.

The Contractor shall provide field exploration through vacuum excavation, potholing or other suitable means to locate more precisely existing underground utilities as to location and depth. The Contractor shall decide on the difficulties to be encountered in constructing the project, and determine therefrom the extent of exploration required to expedite the construction to first prevent damage to those utilities, and secondly to determine if the new construction is to go around, over or under the existing utility. Where underground utilities are found to be in the way of construction, such condition shall not be deemed to be a changed or differing site condition, and if necessary, minor pipe alignment or grade will be modified at no additional cost to the Contracting Agency. At a minimum, potholing will be required at all utility interties prior to trench excavation for connections and at all major utility crossings, and potential conflicts noted by underground location notification as may be directed by the Engineer. See Contract Plans for additional specific locations.

1	2-09.4 Measurement
2	(March 3, 2011 G&O GSP)
3	
4	This Section is supplemented with the following:
5	
6	No specific unit of measurement shall apply to the lump sum item of locate
7	existing utilities.
8	
9	2-09.5 Payment
10	(March 3, 2011 G&O GSP)
11	
12	Delete all paragraphs under this Section and replace with the following:
13	
14	Payment will be made in accordance with Section 1-04.1 for each of the
15	following bid items that are included in the Proposal.
16	
17	"Locate Existing Utilities," per lump sum.
18	
19	The lump sum contract price for "Locate Existing Utilities" shall be full
20	compensation for all costs incurred by the Contractor in performing the
21	work. This bid item shall be paid proportionate to the installation of all
22	utilities, complete and in place.

# DIVISION 3 AGGREGATE PRODUCTION AND ACCEPTANCE

## **ATTACHMENT 1**

1	3-01 PRODUCTION FROM QUARRY AND PIT SITES
2	
3	3-01.2 Material Sources, General Requirement
4	
5	3-01.2(1) Approval of Source
6	(August 16, 2012 G&O GSP)
7	
8	This Section is supplemented with the following:
9	
10	The Contractor is responsible for all costs associated with approval of the
11	material source.

# DIVISION 4 BASES

1	4-04 BALLAST AND CRUSHED SURFACING
2	
3	4-04.4 Measurement
4	(March 17, 2016 G&O GSP)
5	
6	Delete the last sentence in this Section and replace with the following:
7	
8	No measurement will be made for water used in placing and compacting
9	surfacing materials.
10	
11	4-04.5 Payment
12	(March 17, 2016 G&O GSP)
13	
14	This Section is supplemented with the following:
15	
16	The unit contract prices for the various types of ballast, structural fill,
17	crushed surfacing base course, and crushed surfacing top course materials
18	shall include all costs for obtaining the materials, hauling the materials to
19	the site, stockpiling, spreading, grading, shaping, moisture conditioning,
20	compacting, material and compaction testing, and all other incidentals,
21	complete, in place. Asphalt grindings are not subject to reimbursement
22	under any of these bid items.

# DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS

#### 5-04 HOT MIX ASPHALT

(March 23, 2022 G&O GSP)

Delete this entire section with the exception of 5-04.2(1), and replace it with the following:

### 5-04.1 Description

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

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

#### 5-04.2 Materials

Materials shall meet the requirements of the following sections:

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

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

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

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

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

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

Production of aggregates shall comply with the requirements of Section 3-01.

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

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

**ESALs** 

The number of ESALs for the design and acceptance of the HMA shall be 0.3 to < 3 million.

Commercial HMA shall be an HMA Cl. 1/2" PG 58H-22 design mix.

 No paving shall begin prior to the approval of the mix design by the Engineer.

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

**Commercial** evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches,

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

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the contractor shall provide one of the following mix design verification certifications for Contracting Agency review:

The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.

The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.

The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.\*\*

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

Mix designs for HMA accepted by Nonstatistical evaluation shall:

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

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

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

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37 38 from the Contractor that the materials and sources are the same as those shown on the original mix design.

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

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

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

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

#### 5-04.3 Construction Requirements

#### 5-04.3(1) Weather Limitations

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

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

#### Minimum Surface Temperature for Paving

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

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# 5-04.3(2) Paving Under Traffic

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

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

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

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

All costs in connection with performing the Work in accordance with these requirements shall be included in the unit Contract prices for the various Bid items involved in the Contract.

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

#### **5-04.3(3)A** Mixing Plant

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

- 1. Equipment for Preparation of Asphalt Binder Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
- 2. **Thermometric Equipment** An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging

valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.

- 3. **Heating of Asphalt Binder** The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25 degrees F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
- 4. **Sampling and Testing of Mineral Materials** The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
- 5. **Sampling HMA** The HMA plant shall provide for sampling HMA by one of the following methods:
  - a. A mechanical sampling device attached to the HMA plant.
  - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

#### 5-04.3(3)B Hauling Equipment

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

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

# 5-04.3(3)C Pavers

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

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

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

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

first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

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

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

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

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

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

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

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.

2. Shall not be connected to the hauling vehicle or paver.

 May accept HMA directly from the haul vehicle or pick up HMA from a windrow.

4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.

 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

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

# 5-04.3(3)E Rollers

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

#### 5-04.3(4) Preparation of Treated Surfaces for HMA

A treated surface includes cement concrete, asphalt concrete, brick, seal coat, bituminous surface treatment and cement treated base. When the treated surface or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

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

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

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement.

All treated surfaces over which HMA is to be placed shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

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

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

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

#### 5-04.3(4)A Crack Sealing

#### 5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks 1/4 inch in width and greater.

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

overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

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

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

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

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

- 1. Cracks 1/4 inch to 1 inch in width fill with hot pressure fed sealant.
- 2. Cracks greater than 1 inch in width fill with sand slurry.

Hot Pressure Fed Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot pressure fed sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material. Pouring sealant is not an acceptable method.

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

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

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

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

- a. Cracks 1/4 inch to 1 inch in width fill with hot pressure fed sealant.
- b. Cracks greater than 1 inch in width fill with sand slurry.

#### 5-04.3(4)B Vacant

# 5-04.3(4)C Pavement Repair

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

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

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

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

City of Medina NE 7<sup>th</sup> Street Improvements G&O #22488

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

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

#### 5-04.3(5)A Vacant

#### 5-04.3(6) Mixing

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

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

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

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not

City of Medina NE 7<sup>th</sup> Street Improvements G&O #22488

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breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

# 5-04.3(7) Spreading and Finishing

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

HMA Class 1"	0.35 feet
HMA Class 3/4" and HMA Class 1/2" wearing course	0.30 feet
HMA Class 3/4" and HMA Class 1/2" other courses	0.35 feet
HMA Class 3/8" wearing course	0.25 feet
HMA Class 3/8" other courses	0.30 feet

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

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

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

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

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

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

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

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

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

#### **HMA Tolerances and Adjustments**

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall conform to the following tolerances:

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points, except the tolerance limits for sieves designated as 100 percent passing will be 99-100.

- Job Mix Formula Adjustments An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.
  - a. **Aggregates** 2 percent for the aggregate passing the 1-1/2", 1", 3/4", 1/2", 3/8", and the No. 4 sieves, 1 percent for

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aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

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

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

The Contractor will furnish the Engineer with a copy of the results of all acceptance testing performed in the field. The Engineer will provide the Composite Pay Factor (CPF) of the completed sublots after three sublots have been tested. Sublot sample test results (gradation and asphalt binder content) may be challenged by the Contractor.

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

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each JMF placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 800 tons, whichever is less except that the final sublot will be a minimum of 400 tons and may be increased to 1,200 tons.

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

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

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

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASHTO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

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

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

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• If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.

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 If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

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

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

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

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

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

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

Table of Price Adjustment Factors		
Constituent	Factor "f"	
All aggregate passing: 1-1/2", 1", 3/4",	2	
1/2", 3/8" and No. 4 sieves		
All aggregate passing No. 8 sieve	15	
All aggregate passing No. 200 sieve	20	
Asphalt binder	40	
Air Voids (Va) (where applicable)	20	

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

#### 5-04.3(9)C5 Vacant

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

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

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

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

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

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

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

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

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

# 5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with

Section 1-06.2, using a minimum of 92 percent of the maximum density. The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling. If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 400 tons, whichever is less except that the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train,

City of Medina NE 7<sup>th</sup> Street Improvements G&O #22488

required to attain the maximum test point density, shall be used on all subsequent paving.

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

#### **Test Results**

For a sublot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the sublot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the sublot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

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

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

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175 degrees F. Regardless of mix temperature, a roller

shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

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

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

# 5-04.3(10)C Vacant

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

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

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance, with a maximum of 15 sublots per lot; the final lot for a mix design may be increased to 25 sublots. Sublots will be uniform in size with a maximum sublot size based on original Plan quantity tons of HMA as specified in the table below. The sublot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA Original Plan Quantity (tons)	Sublot Size (tons)
<20,000	100
20,000 to 30,000	150
>30,000	200

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train,

required to attain the maximum test point density, shall be used on all subsequent paving.

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

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

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

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

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

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

#### 5-04.3(11) Reject Work

#### 5-04.3(11)A Reject Work General

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

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# 5-04.3(11)B Rejection by Contractor

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

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

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

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

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

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be non-statistically evaluated as an independent lot in accordance with Section 5-04.3(9)C4.

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

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this

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sublot will be obtained. These additional samples and the original sublot will in accordance evaluated independent lot with be as an Section 5-04.3(9)C4.

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

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

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

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

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

5-04.3(12) Joints

5-04.3(12)A HMA Joints

# 5-04.3(12)A1 Transverse Joints

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

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

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38 39 slightly beveled edge for the full thickness of the course prior to resumption of paving.

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

#### 5-04.3(12)A2 Longitudinal Joints

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

# 5-04.3(12)B Bridge Paving Joint Seals

# 5-04.3(12)B1 HMA Sawcut and Seal

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

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

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

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15 16 Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

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

#### 5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course of the following sections of Roadway shall not vary more than 1/4 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline:

1. roads less than 45 mph

The completed surface of the wearing course of all other sections of Roadway shall not vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline.

The transverse slope of the completed surface of the wearing course shall vary not more than 1/4 inch in 10 feet from the rate of transverse slope shown in the Plans.

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

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

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

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies submit a copy to the Contracting Agency.

due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

All utility castings and monuments within the existing and/or new pavement

area shall be referenced by the Contractor prior to any pavement removal or planing. The Contractor shall keep a record of such references, and

Existing structures and new structures shall be adjusted to the finished grade as shown on the Plans and as further specified herein. Existing boxes, rings, grates, covers, and lids shall be reset in a careful and workmanlike manner to conform to the required grades.

The new and existing utility castings and monuments shall be adjusted to grade in the following manner:

As soon as the street has been paved past each structure or casting, the asphalt concrete mat shall be scored around the location of the structure or casting. After rolling has been completed and the mat has cooled, it shall be cut along the scored lines. The structure or casting shall then be raised to finished pavement grade and the annular spaces filled as indicated on the Plans. The Contractor shall install the pavement to give a smooth finished appearance. All covers, lids, frames, and grates shall be thoroughly cleaned.

After pavement is in place, all new pavement joints shall be sealed with a 6-inch-wide strip of hot asphalt sealer. A sand blanket shall be applied to the surface of the hot asphalt sealer immediately after the placement of the sealer to help alleviate the tracking of the asphalt. The sealer shall meet the requirements of Section 9-04.2(1) of the Standard Specifications.

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

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

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

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

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA. Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

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

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

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

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

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

Gutter panels, curbs, or utility structures damaged as a result of planing operations shall be replaced by the Contractor at their own expense. No additional monies will be due the Contractor for damage to curbs, gutters, or utility structures, all costs of which shall be borne by the Contractor.

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

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

Should such metal be identified, promptly notify the Engineer.

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

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

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

#### 5-04.3(14)B1 General

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

#### 1. Intersections

- Keep intersections open to traffic at all times, except when a. paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
- b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
- c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

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- d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
- e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
- 2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
- 3. Permanent pavement marking must comply with Section 8-22.
- 4. Roadways Open to Traffic

When the roadway being paved is open to traffic, the following requirements shall apply:

The Contractor shall keep roadways open to traffic at all times except where paving is in progress. During such time, and provided that there has been an advance warning to the public, only that specified section of road being paved may be closed for the minimum time required to place and compact the HMA. Adjacent travel lanes and shoulder shall be left open for traffic during these times. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before temporarily closing a portion of the road, advance-warning signs shall be placed and signs shall also be placed clearly alerting the driver of temporary lane closures.

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

All costs in connection with performing the Work in accordance with these requirements shall be included in the unit contract prices for the various bid items involved in the Contract.

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43 44 45 The Contractor must submit a separate planing plan and a separate paving

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

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

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

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

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

- 1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
- 2. A copy of each intersection's traffic control plan.
- 3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
- 4. Names and locations of HMA Supplier facilities to be used.
- 5. List of all equipment to be used for paving.

- 6. List of personnel and associated job classification assigned to each piece of paving equipment.
- 7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
- 8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
- 9. A copy of the approved Mix Designs.
- 10. Tonnage of HMA to be placed each day.
- 11. Approximate times and days for starting and ending daily operations.

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

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

- 1. General for both Paving Plan and for Planing Plan:
  - a. The actual times of starting and ending daily operations.

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- b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
- c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
- d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
- e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
- f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.
- g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
- h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
- Description of sequencing of traffic controls for the process of rigid pavement base repairs.
- j. Other items the Engineer deems necessary to address.
- 2. Paving additional topics:
  - a. When to start applying tack and coordinating with paving.
  - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.

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41 42	5-04.5 Payn	nent
43	Payment will	he made

- of JMFs to be placed, and if more than one JMF Contractor will ensure different JMFs are shed, how pavers and MTVs are distinguished if n one JMF is being placed at the time, and how nd MTVs are cleaned so that one JMF does not / influence the other JMF.
- on of contingency plans for that day's operations equipment breakdown, rain out, and Supplier of operations.
- of sublots to be placed, sequencing of density testing, r sampling and testing.

#### vement Surfaces

ere shown in the plans. Construct the fog seal in tion 5-02.3. Unless otherwise approved by the g seal prior to opening to traffic.

#### d Approaches

be constructed at the locations shown in the Plans the Engineer. The Work shall be performed in n 5-04.

ill be measured by the ton in accordance with Section tion being made for the weight of asphalt binder, ner component of the mixture. If the Contractor elects mix as allowed by Section 5-04.3(11), the material easured.

ation will be measured by the square yard of surface tion.

vement will be measured by the square yard.

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

44

1	"HMA CI PG," per ton.
2	The surfice of the state of the
3	The unit contract price per ton for "HMA CI PG" shall include the
4	cost for all labor, materials, equipment and tools for furnishing, placing,
5	compacting and constructing asphalt pavement including mix design, anti-
6	strip determination, mix design verification, preparation of untreated
7	roadway, preparation of treated surfaces, sweeping, removing plastic traffic
8	marking, removing RPMs, removing permanent striping, anti-stripping
9	additive, soil residual herbicide, asphalt for tack coat, HMA pavement, HMA
10	for preleveling, HMA patches, HMA transition sections, HMA ramps, HMA
11	driveways/approaches, HMA wedge curb, spreading and finishing, water,
12	compaction, sealing all cold joints with asphalt sealant (and sand blanket to
13	alleviate tracking), temporary pavement markings, removal of temporary
14	pavement markings, material and compaction testing, and all other
15	incidentals necessary for a complete paving system to the lines, cross
16	section and grades in accordance with the Plans.
17	
18	The unit contract price per ton for "HMA CI. PG" shall be full
19	compensation for all costs incurred to carry out the requirements of Section
20	5-04 except for those costs which are included in other items which are
21	included in this Subsection and which are included in the Proposal.
22	moraded in the Education and moraded in the Proposali
23	"Planing Bituminous Pavement," per square yard.
24	rianing Bitaninious ravolnom, por oqualo yara.
25	The unit contract price per square yard for "Planing Bituminous Pavement"
26	shall be full payment for all costs incurred to perform the Work described in
27	Section 5-04.3(14) and shall include all costs to plane the asphalt (full
28	depth), grade, load, haul, stockpile, and/or wastehaul the material.
29	deptity, grade, load, fladi, stockpile, and/or wasterladi tile filaterial.
30	"Pavement Repair Excavation, Incl. Haul," per square yard.
31	Favernent Nepali Excavation, incl. Haut, per square yard.
32	The unit contract price per square yard for "Pavement Repair Excavation,
	· · · · · · · · · · · · · · · · · · ·
33	Incl. Haul" shall be full payment for all costs incurred to perform the work
34	described in Section 5-04.3(4) with the exception; however, that all costs
35	involved in the placement of HMA shall be included in the unit contract price
36	per ton for "HMA CI PG"
37	
38	"Job Mix Compliance Price Adjustment," by calculation.
39	" <u> </u>
40	"Job Mix Compliance Price Adjustment" will be calculated and paid for as
41	described in Section 5-04.3(9)C6.
42	
43	

## **SPECIAL PROVISIONS - Continued**

#### **ATTACHMENT 1**

1	"Compaction Price Adjustment," by calculation.
2	
3	"Compaction Price Adjustment" will be calculated and paid for as described
4	in Section 5-04.3(10)D3.

# **DIVISION 7**

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

1 2	7-04 STORM SEWERS
3 4 5	<b>7-04.2 Materials</b> (January 4, 2010 G&O GSP)
6 7	Delete the sixth paragraph under this Section and replace it with the following:
8 9 10	The Contractor shall provide the diameter and type of pipe specified on the Plans.
11 12 13	Ductile iron storm sewer pipe shall meet the requirements of Section 9-30.1(1).
14 15 16	<b>7-04.3(1)A General</b> (January 20, 2009 G&O GSP)
17 18	This Section is supplemented with the following:
19 20 21 22	All lines shall be flushed clean of all debris prior to acceptance. The debris shall be intercepted and collected at the nearest downstream point of access. The material shall then be loaded and wastehauled to a Contracting Agency approved dumpsite.
23 24 25 26	All storm sewer lines shall be inspected with a television camera prior to final acceptance.
27 28 29	<b>7-04.5 Payment</b> (January 7, 2013 G&O GSP)
30 31	Delete all paragraphs under this section and replace with the following:
32 33 34	Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the Proposal:
35 36	" Storm Sewer Pipe, In. Diam. (Incl. Bedding)," per linear foot.
37 38 39 40 41 42 43 44	The unit contract price per linear foot of " Storm Sewer Pipe, In. Diam. (Incl. Bedding)" shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, excavation, pipe bedding, backfill with suitable native material, compaction, removal and wastehaul of excess or unsuitable trench excavation material, dewatering, bypass pumping and maintaining storm sewer flows, connections to existing and new systems, flushing and

1 2	cleaning, material and compaction testing of suitable native backfill, televised pipe inspection, and low pressure air testing.
3 4	7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS
5 6 7 8	<b>7-05.3 Construction Requirements</b> (January 20, 2009 G&O GSP)
9	This Section is supplemented with the following:
10 11 12 13	The Contractor shall construct all manholes and catch basins from precast concrete bases and risers. Cast-in-place concrete bases shall only be used for "straddle" of existing systems and shall be watertight.
14 15 16 17 18	In areas of new and existing pavement, the grate rim elevation shall be set to promote drainage flow. In unimproved areas, the rim elevations shall be set 2 inches above finished grade unless otherwise shown on the Plans.
19 20	Dewatering shall be per Section 7-08.3(1).
21 22 23 24	Unless specifically noted herein or shown differently on the Plans, the Contractor shall connect to the manhole and catch basin as follows:
24	Pipe Connection System  DI Heavy Duty Sand Collar  Corrugated Polyethylene Per Manufacturer's
25	Recommendation *Or Contracting Agency approved equal.
26 27 28	<b>7-05.3(3) Connections to Existing Manholes</b> (June 16, 2006 G&O GSP)
29 30	This Section is supplemented with the following:
31 32 33 34 35	The locations, type and size of the existing structures and lines have been determined from available records, and are approximate; however, it is anticipated that connections to these existing facilities may be made, in general, as shown on the Plans.
36 37 38 39 40 41	It shall be the responsibility of the Contractor to determine the exact location and ascertain the type and size of the existing facilities prior to starting work on each connection, and to provide any minor alterations, as required, at no additional cost to the Contracting Agency.

Where piping is to be connected to existing structures, the opening(s) shall be core-drilled in the structure. The use of jackhammers and/or sledgehammers to knock out the hole shall not be allowed.

#### 7-05.5 Payment

(January 7, 2013 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the Proposal:

"Concrete Inlet," per each.

"Catch Basin, Type 1," per each.

The unit contract price per each for "Concrete Inlet" or "Catch Basin, Type 1" shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, lids, frames and grates, structure excavation, foundation gravel, backfill with suitable native material, compaction, removal and wastehaul of excess or unsuitable excavated material, pipe connection, dewatering, bypass pumping and maintaining stormwater flows, adjusting to finished grade, and material and compaction testing of suitable native backfill.

"Adjust Catch Basin," per each.

The unit contract price per each for "Adjust Catch Basin" shall include all costs to adjust the existing structures to the finished grade shown on the plans including, but not limited to, sawcutting, wastehaul, furnishing and installing adjustment rings and blocks and HMA patch. The cost for temporary or other adjustment not to final grade shall be considered incidental to the Project and as such merged into the items bid. The cost for replacing existing frames, grates, rings, and/or lids with new frames, grates, rings, and/or lids on existing structures (where noted on the Plans) including but not limited to supplying and installing all materials, labor, and equipment, removal, salvage, and/or wastehaul of existing frames, grates, etc., as referenced on the Plans and specified herein, shall be included in the unit contract price per each for "Adjust Catch Basin."

1	7-07 CLEANING EXISTING DRAINAGE STRUCTURES
2 3 4 5	<b>7-07.4 Measurement</b> (January 20, 2009 G&O GSP)
6 7	Delete this Section and replace with the following:
8 9	No specific unit of measurement will apply to cleaning existing drainage structures.
10 11 12	<b>7-07.5 Payment</b> (November 24, 2010 G&O GSP)
13 14	Delete this Section and replace with the following:
15 16 17 18	No separate or additional payment will be made for cleaning existing drainage structures. This work shall be considered incidental and shall be included in the various unit and lump sum contract prices.
19 20	7-08 GENERAL PIPE INSTALLATION REQUIREMENTS
21 22 23	<b>7-08.2 Materials</b> (January 4, 2010 G&O GSP)
24 25 26	This Section is supplemented with the following:
27 28	The pipe used on this project shall be the type and size specified on the Plans.
29 30 31	<b>7-08.3(1)A Trenches</b> (November 24, 2010 G&O GSP)
32 33 34 35	Delete the first three paragraphs under this Section and replace them with the following:
36 37 38	The length of trench excavation in advance of pipe laying shall be kept to a maximum of 100 feet. Excavation shall either be closed up at the end of the day or protected per Section 1.07.23(1).
39 40 41 42 43	The Contractor shall limit his excavation to the limits of the maximum payment width and depth shown on the Plans. If the Contractor purposely or neglectfully excavates trenches to a width or depth beyond the neat line payment limit of the trench as shown on the Plans, the expenses

associated with any additional trenching, wastehaul, trench backfill,

 compaction and testing, and surface restoration as a result of excavating beyond the neat line payment limits shall be borne by the Contractor.

It is not anticipated that solid rock will be encountered. Should such

material be encountered, the excavation, removal and wastehaul will be

paid for by change order per Section 1-04.4. Boulders or broken rock less

than 2 cubic yards in volume, shall not be classified as rock, nor will so-

called "hard-pan" or cemented gravel, even though it may be

advantageous to use special equipment in its removal.

Trench excavation shall also include wastehauling all excess and/or unsuitable material encountered, including but not limited to, abandoned pipelines, concrete, asphalt, tree stumps, trees, logs, abandoned rail ties, piling, and riprap.

The Contractor shall furnish all equipment necessary to dewater the excavation. Before operations begin, the Contractor shall have sufficient pumping equipment and/or other machinery available on site to assure that the operation of any dewatering system can be maintained.

The Contractor shall dispose of the water in such a manner as not to cause a nuisance or menace to the public, and comply with all codes, regulations, and ordinances of applicable governing authorities with regard to drilling, dewatering, and erosion control.

 The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soil, prevent disturbance of backfill and prevent movement of structures and pipelines.

The dewatering system shall be installed and operated by the Contractor so that the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property. Should settlement of the surrounding area and/or structures be observed, the Contractor shall cease dewatering operations and implement contingency plans. The cost of repairing any damage to adjacent structures, underground facilities or utilities and satisfactory restoration of above ground facilities to include fences, paving, concrete, etc., shall be the responsibility of the Contractor.

The Contractor shall be required to comply with all conditions and requirements mandated by the Department of Ecology for the construction, operation, and decommissioning of dewatering facilities.

The Contractor shall obtain approved grading and filling permits for all spoils material sites, from the Contracting Agency, County, or both as required. These permits shall be secured and paid for by the Contractor.

Existing abandoned asbestos cement pipes are located within the project limits at the approximate locations noted on the Plans. In addition, it is the intent of this Contract that the Contractor abandon existing asbestos cement pipe in place to the limits indicated. The Contractor shall anticipate that the construction of this project will require cutting of asbestos pipe and further require the removal and disposal of asbestos cement pipe. All work shall be performed in compliance with the requirements of the WAC 296-65, National Emission Standards for Asbestos, Puget Sound Clean Air Agency, Labor and Industries and all Local, State and Federal Agencies having jurisdiction. All costs of this work shall be considered incidental for the Project and as such merged in the various items bid.

**7-08.3(2)B** Pipe Laying – General (January 4, 2010 G&O GSP)

This Section is supplemented with the following:

All pipe shall be unloaded from delivery vehicles with mechanical equipment. Dropping of pipe onto the ground or mats will not be permitted. All pipe and fittings shall be carefully lowered into the trench in such a way as to prevent damage to pipe materials and protective coatings and linings. Under no circumstances shall materials be dropped or dumped into the trench.

All pipe shall be laid in straight lines and at uniform rate for grade between structures. Variation in the invert elevation between adjoining ends of pipe due to non-concentricity of joining surface and pipe interior surfaces shall not exceed 1/64 inch per inch of pipe diameter, or 1/2-inch maximum.

Every precaution shall be taken to prevent foreign material from entering the pipe while it is being laid. After placing a length of pipe in the trench, the spigot end shall be centered in the bell and pipe forced home and brought to correct line and grade. The pipe shall be secured in place with pipe bedding tamped under it. Precaution shall be taken to prevent dirt from entering the joint space. At times when pipe laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means approved by the Contracting Agency. If water is in the trench when work resumes, the seal shall remain in place until the trench is dewatered as specified for groundwater control. Tee branches shall be blocked and sealed with the same joint and pipe material as used for pipes.

Care shall be taken to properly align, clean and lubricate the spigot and socket area of the pipes before joining. The pipe spigot shall be forced into the socket until the reference mark on the spigot is flush with the bell end.

All connections to existing pipe of differing materials shall be made with adapters which are specifically manufactured for this purpose. If the band type adapters are used, then only stainless steel bands will be allowed.

The Contractor shall obtain approved grading and filling permits for all spoils material sites, from the Contracting Agency, County, or both as required. These permits shall be secured and paid for by the Contractor.

# **7-08.3(3) Backfilling** (January 4, 2010 G&O GSP)

Delete the second paragraph under this Section and replace with the following:

Pipe zone backfill shall be gravel backfill for pipe zone bedding conforming to the requirements of Section 9-03.12(3).

This Section is supplemented with the following:

It is the intent of these Specifications to utilize suitable excavated material for trench backfill where available. The Contractor shall provide evidence from a testing laboratory that any native material deemed suitable by the Contractor meets the intent of these Specifications and can be compacted to minimum requirements. Excavated material suitable for trench backfill shall conform to the requirements of Section 9-03.15. However, the presence and location of suitable material is not guaranteed and will be as discovered in the field. Import material will be required and shall be utilized when necessary, and as called out on the Plans and further preapproved by the Contracting Agency.

## 7-08.3(4) Plugging Existing Pipe

(April 24, 2009 G&O GSP)

This Section is supplemented with the following:

The Contractor shall anticipate that all existing pipes to be abandoned in place shall be plugged as specified herein.

## 7-08.4 Measurement

(January 7, 2013 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

Measurement for Removal of Unsuitable Material (Trench) will be per cubic yard of material removed below the foundation depth as shown on the Plans.

Measurement of Bank Run Gravel for Trench Backfill will be per ton. The measurement shall be calculated in accordance with the trench detail shown on the Plans and using a conversion factor for cubic yards to tons of 1.8 tons/cy. The Contractor shall provide the Contracting Agency with truckload tickets at the end of each day to be used to support the calculated quantities.

No specific unit of measurement will apply to the lump sum item Trench Excavation Safety System.

Plugging pipes will be measured per each, for each plug installed, for pipe diameters up to and including 18 inches. The concrete for plugging pipes in excess of 18 inches in diameter will be measured by the cubic yard. Computations for corrugated metal pipes will be based on the nominal diameter.

#### 7-08.5 Payment

(January 7, 2013 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

 Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the Proposal:

 "Removal of Unsuitable Material (Trench)," per cubic yard.

The unit contract price per cubic yard for "Removal of Unsuitable Material (Trench)" shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to remove unsuitable material below the trench bottom to include, but not limited to, excavation, removal and wastehaul of unsuitable excavated material and dewatering.

"Trench Excavation Safety Systems," lump sum.

The lump sum contract price for "Trench Excavation Safety Systems" shall include all costs of furnishing, installing, maintaining, and removing those items necessary to provide adequate safety systems for trench excavation, as specified in Section 2 09.3(4). This item shall be paid proportionate to the satisfactory installation of all facilities that require trench excavation safety systems including pipeline, conduits, walls, embankments, and structures as noted in the Proposal, or otherwise required for the performance of this work.

"Bank Run Gravel for Trench Backfill," per ton.

The unit contract price per ton for "Bank Run Gravel for Trench Backfill" shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install the imported trench backfill to include, but not limited to, backfilling trenches, placing, shaping, compacting, wastehaul and disposal of excess native material, and material and compaction testing of the bank run gravel backfill material.

All costs associated with furnishing and installing pipe bedding for culverts, storm sewer, and sanitary sewer piping systems shall be included into the unit contract price for the type and size of pipe installed.

All costs to providing dewatering as required shall be included into the unit contract price for the type and size of pipe installed.

All costs of providing bypass pumping as required shall be included into the unit contract price for the type and size of pipe installed.

All costs associated with excavation, stockpiling, backfilling, compacting, and wastehauling of excavated native material shall be included in the unit contract price for the type and size of pipe installed.

"Plugging Existing Pipe," per each.

 The unit contract price per each for "Plugging Existing Pipe" shall include all costs to plug the existing pipe of 18-inch diameter or less, as specified herein.

# DIVISION 8 MISCELLANEOUS CONSTRUCTION

#### 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

1 2 3

#### 8-01.3 Construction Requirements (May 4, 2020 G&O GSP)

4 5 6

This Section is supplemented with the following:

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11 12 The Contractor shall take all necessary precautions and utilize the Department of Ecology's (ECY) Best Management Practices to prevent sediment and fugitive dust from construction activities from entering into storm water systems, natural waterways, or environmentally sensitive areas and from otherwise being carried away from the construction area by stormwater or air.

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Temporary erosion protection shall be furnished, installed, and maintained for the duration of this Project to protect environmentally sensitive areas, sloped surfaces, adjacent areas and/or water bodies or conveyance systems. Temporary erosion protection may include the use of straw, jute matting, wattles, heavy plastic sheeting, or other forms of ground cover on areas disturbed by construction. Sloped surfaces shall be restored and protected in such a manner that surface runoff does not erode the embankments, slopes, or ground surfaces, nor create surface channels, or ruts.

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

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## 8-01.3(1)A Submittals

(May 4, 2020 G&O GSP)

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This Section is supplemented with the following:

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

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1	8-01.3(9)D Inlet Protection
2	(May 4, 2020 G&O GSP)
3	•

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

#### 8-01.4 Measurement

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

This Section is supplemented with the following:

No specific unit of measure will apply to erosion control and water pollution prevention.

#### 8-01.5 Payment

(May 4, 2020 G&O GSP)

Supplement this Section with the following:

Payments will be made in accordance with Section 1-04.1 for the following Bid Item(s):

"Erosion Control and Water Pollution Prevention"

The lump sum contract price for "Erosion Control and Water Pollution Prevention" shall include all costs for preparing and implementing a TESC plan as stated herein and as further indicated on the Plan that is not otherwise paid under separate contract items in the Proposal, including furnishing, installing, maintaining, removal of erosion/water pollution prevention devices.

1	8-02 ROAD	SIDE RESTORATION	ON
2 3 4	<b>8-02.2 Mate</b> (May 4, 202	erials 0 G&O GSP)	
5 6	This Section	n shall be supplemer	nted with the following:
7 8 9 10		of the following con vithin the project:	nposition shall be installed on all areas requiring
10		Mixture:	60% Perennial Turf Type Ryegrass 20% Hybrid Kentucky Bluegrass 20% Fescue
		Ryegrass:	60% by weight TARA Perennial Ryegrass DANDY Perennial Ryegrass SHERWOOD Perennial Ryegrass
		Fescue:	20% by weight SPARTAN Hard Fescue
11 12 13	Sods	shall:	
14 15 16	•	Contain no more coarse or of undes	than 1 percent other grasses, none of which is sirable variety.
17 18	•	Be free of weeds,	pests, and diseases.
19 20	•	Contain no more t	han 1 percent Poa Anna (annual bluegrass).
21 22 23	•		10 months old and no more than 14 months old; dense, vigorous, well-developed root structure.
24 25 26	•	Be grown on fun under rigid quality	nigated soil with intensive care and cultivation control.
27 28	•	Be cut from fields	no more than 24 hours before delivery to jobsite.
29 30 31 32			strip areas and surface restoration adjacent to o Section 9-14.4(3).

1 2	8-02.3(3)B Chemical Pesticides (May 4, 2020 G&O GSP)
3 4	This Section is supplemented with the following:
5 6	No chemical herbicides will be allowed in planting areas.
7	

8-02.3(4) Topsoil

(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

The costs of removing all excess material and debris shall be considered incidental to the Project and as such merged in the various items bid.

Cultivate 4 inches of imported topsoil, Type A into the existing subgrades to a minimum transition depth of 6 inches in areas to be seeded with topsoil, in sod areas, in planting strip areas and in fill slopes to be planted, as shown on the Plans.

## 8-02.3(4)A Topsoil Type A

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

Imported Topsoil, Type A, shall be a mixture of 33.3 percent compost by volume, 33.3 percent loam by volume and 33.3 percent sandy loam by volume as defined by USDA soil texture triangle, screened through a 3/8-inch screen or approved equal. Compost shall be made from ground yard waste that has first been screened through a 5/8-inch trammel screen. The composting process shall include five 3-day periods during which the compost temperature is 131 to 165 degrees Fahrenheit. The total composting time period shall be a minimum of 4 months. Topsoil shall be weed free.

# **8-02.3(5)** Roadside Seeding, Lawn and Planting Area Preparation (May 4, 2020 G&O GSP)

This Section is supplemented with the following:

**Seeding, Sod and Planter Strip Areas:** Finished grades of planting and seeding areas shall allow for soil preparation and mulch. Finished grades shall be as follows:

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Seeding and Sod Areas: 1 inch below all walks, curbs, and/or hard-surface edges.

Perform all excavation and backfill necessary to provide finish grade of landscape areas as indicated and specified. Remove from site excess and unsuitable material. Landscape areas shall be graded to lines, grades, and cross sections indicated. Grades shall meet the following:

- 1. Maximum 2:1 slope, unless otherwise indicated.
- 2. Smooth and round off surfaces at abrupt grade changes.
- 3. Feather grades to meet existing gradually. Rake planting areas smooth and remove surface rocks over 2-inches diameter.
- 4. Provide minimum 2 percent crown or slope in all landscape areas. The Contractor is responsible for any adverse drainage conditions that may affect plant growth, unless he contacts the Project Engineer immediately indicating any possible problem.

Finish grades shall be inspected and accepted by the Contracting Agency prior to commencing planting or seeding work.

The costs of removing all excess material and debris shall be considered incidental to the Project and as such merged in the various items bid.

#### **Final Acceptance**

Final acceptance by the Contracting Agency for soil preparation will be contingent on the approval of all inspections, and that the soil preparation is consistent with these specifications and with the Plans.

#### 

# 8-02.3(10)C Lawn Establishment

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

 Prior to laying sod, the initial application of the 10-20-20 fertilizer shall be spread and raked into the topsoil. When grass reaches 2 inches in height and before mowing, apply the second application of 10-20-20.

Sod shall be placed in accordance with standard horticultural practices. Dry soil shall be moistened by sprinkling. All butt joints shall be staggered. On sloped areas, the sod shall be laid with the long dimension

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parallel to the toe or top of slope. After placing, the sod shall be rolled and heavily watered by sprinkler.

The Contractor shall be responsible for watering and fertilizing the sod until physical completion of the Project. Watering shall be scheduled to prevent drying of joints between sod strips. Four weeks after the first mowing, 6-2-4 fertilizer shall be applied and reapplied at 6-week intervals.

#### Inspection and Substantial Completion

After completion of all sodding and seeding, including the post-planting fertilization which follows the first mowing, the Contracting Agency will review the sodded or seeded areas for adequacy. Areas not fully established (sod) or germinated (seeded) with a uniform stand of grass, or areas damaged through any cause prior to this inspection shall be resodded/reseeded, by the Contractor as herein specified and at the Contractor's sole expense as no additional monies will be due the Contractor. "Uniform stand of grass" shall signify complete cover of lush, thriving, green grass with no bare spots.

#### Reseeding

Reseed and fertilize with 6-2-4 at a rate of 400 pounds (30 pounds) per 1,000 square foot, all areas failing to show a uniform stand of grass after germination of seed, or damage through any cause before physical completion of the Project.

#### 8-02.4 Measurement

(May 4, 2020 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

Topsoil will be measured by the cubic yard to the nearest 0.5 cubic yard in the haul conveyance or container at the point of delivery. The Inspector shall be given a copy of the trip ticket or other such evidence, which lists the quantity delivered and placed on site. The Contractor shall coordinate same.

Bark or Wood Chip Mulch will be measured by the cubic yard in the haul conveyance or container at the point of delivery. The Inspector shall be given a copy of the trip ticket or other such evidence, which lists the quantity delivered and placed on site. The Contractor shall coordinate same.

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1 2 3	Sod Installation will be measured by the square yard, along the ground slope.
4	8-02.5 Payment
5	(May 4, 2020 G&O GSP)
6	
7	Delete all paragraphs under this Section and replace with the following:
8	Develope will be used in accordance with Coeties 4 044 for each of the
9 10	Payment will be made in accordance with Section 1-04.1 for each of the following listed bid items that are included in the Proposal:
11	Tollowing listed bid items that are included in the Froposal.
12 13	"Topsoil, Type", per cubic yard.
14	The unit contract price per cubic yard for "Topsoil, Type" shall be full
15	pay for all costs necessary for providing the source of material for topsoil
16	Type, for pre-excavation weed control, excavating, loading, hauling,
17	intermediate windrowing, stockpiling, weed control on stockpiles or
18 19	windrows, and removal, furnishing, placing, cultivating, spreading, processing, and compacting the topsoil.
20	processing, and compacting the topoon.
21	"Bark or Wood Chip Mulch", per cubic yard.
22	
23	The unit contract price per cubic yard for "Bark or Wood Chip Mulch" shall
24 25	be full pay for all costs necessary to furnish and install the bark mulch.
26	"Sod Installation," per square yard.
27	oca modernation, por equality years.
28	The unit contract price per square yard for "Sod Installation" shall be full
29	pay for all costs necessary to prepare the area, furnish and plant sod,
30	erect barriers, control weeds, and establish lawn areas, complete the
31 32	Work as specified, fertilize, mow, water, resod as needed.
33	8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES
34	
35	8-06.3 Construction Requirements
36 37	(*****)
38	This Section shall be supplemented with the following:
39	This Godien shall be supplemented with the following.
40	Before placing any concrete, the Contractor shall have on the job site
41	enough protective paper, or equivalent, to cover the pour of an entire day
42	in the event of rain or other unsuitable weather conditions.
43	

Driveway access shall be maintained at all times. The Contractor shall use steel plates to bridge repairs or construct repairs in sections in order to protect new driveway and allow access during the curing period.

The driveway repair shall be protected against damage or defacement of any kind until acceptance by the Contracting Agency. Any driveway repair not acceptable, in the opinion of the Contracting Agency, because of damage or defacement shall be removed, wastehauled, and replaced by the Contractor at the Contractor's expense. Sacking, grinding, or spot repair shall not be considered an acceptable means for repairing unacceptable sections.

#### 8-06.4 Measurement

(November 21, 2009)

Delete this Section and replace with the following:

Cement Concrete Driveway Repair will be measured by the square yard of cement concrete driveway installed.

#### 8-06.5 Payment

(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

The unit contract price per square yard for "Cement Concrete Driveway Repair" shall be full compensation for all labor, tools, equipment, materials, and incidentals required to perform the work as specified including, but not limited to, forming, joint material, furnishing and installing the concrete, finishing, protecting the work, and temporary steel plating, as needed.

#### 8-09 RAISED PAVEMENT MARKERS

# **8-09.3 Construction Requirements** (June 16, 2006 G&O GSP)

This Section is supplemented with the following:

One Blue Raised Pavement Marker, Type 2 shall be placed in-line with the lane line that is closest to the hydrant perpendicular to the centerline of the roadway in front of each fire hydrant. On a two-lane roadway, the marker shall be offset from the centerline 4 inches toward the hydrant location.

	O TO MINIEDOX COLL CITY
2	
3	8-18.3 Construction Requirements
4	(June 10, 2009 G&O GSP)

8-18 MAII BOY SUPPORT

This Section is supplemented with the following:

During construction mailboxes and/or paper boxes shall be protected to ensure their usefulness will not be impaired.

#### 8-22 PAVEMENT MARKING

#### 8-22.1 Description

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

Pavement markings shall conform to Section 8-22 of the Standard Specifications, and the latest edition and amendments thereto of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State of Washington, and shall be constructed as shown in the Plans except as modified herein.

The Contractor shall be responsible for all traffic control required to place and protect pavement marking material, as outlined in Sections 1-07.23 and 1-10 of the Standard Specifications and these Special Provisions.

#### 8-22.2 Materials

(November 1, 2011 G&O GSP)

 This Section is supplemented with the following:

 Plastic pavement marking materials shall be Type A – liquid hot applied thermoplastic unless indicated otherwise in the Contract Documents.

#### **Patents**

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the Contracting Agency and its duly authorized representatives from all suits of law or action of every nature for, or on account of, the use of any patented materials, equipment, device, or processes.

1	Acceptance
2	The Contractor shall be responsible for supplying material that meets aforestated material and testing requirements. The Contractor shall
4	supply certification that the pavement marking material meets the above
5	specifications.
6	
7	8-22.3 Construction Requirements
8 9	(November 24, 2010 G&O GSP)
10	This Section is supplemented with the following:
1	
12	In addition to the requirements of Sections 8-22.3(2) and 8-22.3(3), the
3	application and surface preparation shall conform to the manufacturer's
4  5	recommendations.
6	The Contractor shall provide the Engineer with two copies of the
7	manufacturer's recommendations for installation.
8	
19	In all cases, the product manufacturer's recommended application
20 21	procedures shall be adhered to. When no such procedures have been published, workmanship shall be governed by these Special Provisions
22	and the Standard Specifications.
23	
24	After cleaning of areas to receive pavement markings, the areas shall
25	pass inspection of the Engineer prior to application of the material or the
26 27	primer coat.
28	Reflectorized beading as stated in Section 8-22.3(3) of the Standard
29	Specifications shall be provided with all pavement markings.
30	
31	8-22.3(6) Removal of Pavement Markings
32 33	(November 21, 2009 G&O GSP)
J	

This Section is supplemented with the following:

35 36

37

All Type D pavement markings and raised pavement markers shall be removed prior to any HMA overlay.

38 39 40

Painting is not an acceptable method for obliteration or removal of pavement markings.

#### PROJECT DOCUMENTATION

(November 24, 2010 G&O GSP)

#### **Description**

The Work described in this section includes record drawings, photographs, and property release forms.

#### **Construction Requirements**

#### **Record Drawings**

Record drawings and other documents are to be maintained and annotated by the Contractor during construction as follows: (1) a neatly and legibly marked set of Contract Plans showing the final location of piping, structures, paving limits, curbs, gutters, sidewalks, relocated utility structures, monuments, channelization, etc.; (2) additional documents such as schedules, lists, drawings, and easement/permit forms included in the Specifications; and (3) Contractor layout and installation drawings.

Unless otherwise specified, record drawings shall be full size and maintained in a clean, dry, and legible condition. Record documents shall not be used for construction purposes and shall be available for review by the Contracting Agency during normal working hours at the Contractor's field office. At the completion of the Work and prior to final payment, all record drawings and attachments shall be submitted to the Contracting Agency.

The record drawings shall be prepared concurrently with the Work being performed and shall be kept current at all times. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:

Additions - Red
Deletions - Green
Comments - Blue
Dimensions - Graphite

The record drawings shall identify all existing or abandoned utilities that were found during construction and not shown on the original Contract Plans.

The Contractor will be provided with one set of Contract Plans for this purpose. At the end of the project, each record drawing and other document shall be stamped and signed by the Contractor, attesting to the accuracy of the drawing or other document.

**Photographs** 

The Contractor shall provide comprehensive preconstruction photographs of the entire Work site and adjoining properties. The photographs shall provide complete coverage of all features.

Before construction starts, electronic files of all photos shall be delivered to the Contracting Agency. Photographs shall be taken in and along the project limits, prior to construction. Special attention shall be provided to depict existing conditions, edge of pavement, drainage facilities, private improvements, and utility markers. The photographs shall be provided with date the photos were taken, and arranged in a logical order. The Contractor shall provide post-construction photographs from the same spot and angle as the pre-construction photographs. An electronic file of post-construction photos shall be submitted. The Contractor shall provide 100 pre- and 100 post-construction photographs of the Work site.

#### **Property Release Forms**

The Contractor shall be held responsible for acquiring signed property release forms in the format provided in the Appendix, for all properties which have been disturbed or damaged by the Contractor's operations, or utilized by the Contractor for staging, storing, or stock piling of materials or equipment.

This work shall include submitting the form(s), as further shown herein, by certified mail to each property owner effected and further including therein a self addressed stamped envelope for the property owner's use. The enclosed self addressed envelope shall be addressed to: City of Medina, 501 Evergreen Point Road, Medina, Washington 98039. Contractor shall provide a copy of all certified mailings to the Contracting Agency.

#### **Payment**

All cost associated with project documentation shall be included in the lump sum price bid for "Mobilization, Cleanup and Demobilization."

# **DIVISION 9**

# **MATERIALS**

#### **DIVISION 9 MATERIALS**

# 9-03 AGGREGATES

**9-03.8(7) HMA Tolerances and Adjustments** (March 14, 2014 G&O GSP)

Delete Item 1 and replace it with the following:

 1. **Job Mix Formula Tolerances**. After the JMF is determined as required in 5-04.3(7)A, the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

	Nonstatistical	Commercial
Aggregate, percent passing	Evaluation	Evaluation
1", 3/4", 1/2", and 3/8" sieves	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±6%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%

These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points section, except the tolerance limits for sieves designated as 100 percent passing will be 99-100. The tolerance limits on sieves shall only apply to sieves with control points.

# PART 4 WAGE RATES

#### **ATTACHMENT 1**

# State of Washington Department of Labor & Industries

Prevailing Wage Section - Telephone 360-902-5335 PO Box 44540, Olympia, WA 98504-4540

## Washington State Prevailing Wage

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

## Journey Level Prevailing Wage Rates for the Effective Date: 06/29/2022

County	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
King	Asbestos Abatement Workers	Journey Level	\$54.62	<u>5D</u>	<u>1H</u>		<u>View</u>
King	<u>Boilermakers</u>	Journey Level	\$72.54	<u>5N</u>	<u>1C</u>		<u>View</u>
King	Brick Mason	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>		<u>View</u>
King	Brick Mason	Pointer-Caulker-Cleaner	\$63.32	<u>7E</u>	<u>1N</u>		<u>View</u>
King	Building Service Employees	Janitor	\$27.23	<u>5S</u>	<u>2F</u>		<u>View</u>
King	Building Service Employees	Traveling Waxer/Shampooer	\$27.68	<u>5S</u>	<u>2F</u>		<u>View</u>
King	Building Service Employees	Window Cleaner (Non- Scaffold)	\$31.18	<u>5S</u>	<u>2F</u>		<u>View</u>
King	Building Service Employees	Window Cleaner (Scaffold)	\$32.18	<u>5S</u>	<u>2F</u>		<u>View</u>
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		<u>1</u>		<u>View</u>
King	<u>Carpenters</u>	Acoustical Worker	\$68.19	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Carpenters</u>	Bridge, Dock And Wharf Carpenters	\$68.19	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Carpenters	Carpenter	\$68.19	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Carpenters</u>	Floor Finisher	\$68.19	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Carpenters	Floor Layer	\$68.19	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Carpenters	Scaffold Erector	\$68.19	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Cement Masons</u>	Application of all Composition Mastic	\$67.41	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Application of all Epoxy Material	\$66.91	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Application of all Plastic Material	\$67.41	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Application of Sealing Compound	\$66.91	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Application of Underlayment	\$67.41	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Building General	\$66.91	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Composition or Kalman Floors	\$67.41	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Concrete Paving	\$66.91	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Curb & Gutter Machine	\$67.41	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Curb & Gutter, Sidewalks	\$66.91	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Curing Concrete	\$66.91	<u>15J</u>	<u>4U</u>		<u>View</u>

King	Cement Masons	Finish Colored Concrete	\$67.41	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Floor Grinding	\$67.41	<u>15J</u>	AT <u>TA</u> CHIV	<b>IENT</b>	1 View
King	Cement Masons	Floor Grinding/Polisher	\$66.91	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Green Concrete Saw, self- powered	\$67.41	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Grouting of all Plates	\$66.91	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Grouting of all Tilt-up Panels	\$66.91	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Gunite Nozzleman	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Hand Powered Grinder	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Journey Level	\$66.91	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Patching Concrete	\$66.91	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Pneumatic Power Tools	\$67.41	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Power Chipping & Brushing	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Sand Blasting Architectural Finish	\$67.41	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Screed & Rodding Machine	\$67.41	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Spackling or Skim Coat Concrete	\$66.91	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Troweling Machine Operator	\$67.41	<u>15J</u>	<u>4U</u>		View
King	<u>Cement Masons</u>	Troweling Machine Operator on Colored Slabs	\$67.41	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Tunnel Workers	\$67.41	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$122.46	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Diver	\$122.49	<u>15J</u>	<u>4C</u>	<u>8V</u>	View
King	<u>Divers &amp; Tenders</u>	Diver On Standby	\$81.04	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Diver Tender	\$73.60	<u>15J</u>	<u>4C</u>		View
King	<u>Divers &amp; Tenders</u>	Manifold Operator	\$73.60	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Manifold Operator Mixed Gas	\$78.60	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$73.60	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Remote Operated Vehicle Tender	\$68.64	<u>15J</u>	<u>4C</u>		View
King	<u>Dredge Workers</u>	Assistant Engineer	\$73.62	<u>5D</u>	<u>3F</u>		View
King	<u>Dredge Workers</u>	Assistant Mate (Deckhand)	\$73.05	<u>5D</u>	<u>3F</u>		View
King	Dredge Workers	Boatmen	\$73.62	<u>5D</u>	<u>3F</u>		View
King	<u>Dredge Workers</u>	Engineer Welder	\$75.03	<u>5D</u>	<u>3F</u>		<u>View</u>
King	Dredge Workers	Leverman, Hydraulic	\$76.53	<u>5D</u>	<u>3F</u>		View
King	<u>Dredge Workers</u>	Mates	\$73.62	<u>5D</u>	<u>3F</u>		View
King	Dredge Workers	Oiler	\$73.05	<u>5D</u>	<u>3F</u>		View
King	<u>Drywall Applicator</u>	Journey Level	\$68.19	<u>15J</u>	<u>4C</u>		View
King	<u>Drywall Tapers</u>	Journey Level	\$67.91	<u>5P</u>	<u>1E</u>		View
King	Electrical Fixture Maintenance Workers	Journey Level	\$35.19	<u>5L</u>	<u>1E</u>		<u>View</u>
King	Electricians - Inside	Cable Splicer	\$97.21	<u>7C</u>	<u>4E</u>		<u>View</u>
King	Electricians - Inside	Cable Splicer (tunnel)	\$104.49	<u>7C</u>	<u>4E</u>		View
King	Electricians - Inside	Certified Welder	\$93.91	<u>7C</u>	<u>4E</u>		View
King	Electricians - Inside	Certified Welder (tunnel)	\$100.86	<u>7C</u>	<u>4E</u>		View
King	Electricians - Inside	Construction Stock Person	\$47.03	7C	4E		View

King	Electricians - Inside	Journey Level	\$90.59	<u>7C</u>	<u>4E</u>		View
King	Electricians - Inside	Journey Level (tunnel)	\$97.21	<u>7C</u>	ATTACH	MENT	1 View
King	<u>Electricians - Motor Shop</u>	Journey Level	\$48.68	<u>5A</u>	<u>1B</u>		Viev
King	Electricians - Powerline Construction	Cable Splicer	\$88.89	<u>5A</u>	<u>4D</u>		<u>Viev</u>
King	Electricians - Powerline Construction	Certified Line Welder	\$81.65	<u>5A</u>	<u>4D</u>		<u>Viev</u>
King	Electricians - Powerline Construction	Groundperson	\$52.91	<u>5A</u>	<u>4D</u>		Viev
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$81.65	<u>5A</u>	<u>4D</u>		Viev
King	Electricians - Powerline Construction	Journey Level Lineperson	\$81.65	<u>5A</u>	<u>4D</u>		<u>Viev</u>
King	Electricians - Powerline Construction	Line Equipment Operator	\$70.02	<u>5A</u>	<u>4D</u>		Viev
King	Electricians - Powerline Construction	Meter Installer	\$52.91	<u>5A</u>	<u>4D</u>	<u>8W</u>	Viev
King	Electricians - Powerline Construction	Pole Sprayer	\$81.65	<u>5A</u>	<u>4D</u>		Vie
King	Electricians - Powerline Construction	Powderperson	\$60.75	<u>5A</u>	<u>4D</u>		Vie
King	Electronic Technicians	Journey Level	\$59.10	<u>7E</u>	<u>1E</u>		Vie
King	Elevator Constructors	Mechanic	\$103.81	<u>7D</u>	4A		Vie
King	Elevator Constructors	Mechanic In Charge	\$112.09	<u>7D</u>	<u>4A</u>		Vie
King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$18.25	<u>5B</u>	<u>1R</u>		Vie
King	Fence Erectors	Fence Erector	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>Vie</u>
King	Fence Erectors	Fence Laborer	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Vie
King	<u>Flaggers</u>	Journey Level	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Vie
King	Glaziers	Journey Level	\$72.41	<u>7L</u>	<u>1Y</u>		<u>Vie</u>
King	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$82.02	<u>15H</u>	<u>11C</u>		<u>Vie</u>
King	Heating Equipment Mechanics	Journey Level	\$91.83	<u>7F</u>	<u>1E</u>		Vie
King	Hod Carriers & Mason Tenders	Journey Level	\$57.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Vie
King	Industrial Power Vacuum Cleaner	Journey Level	\$14.49		<u>1</u>		<u>Vie</u>
King	Inland Boatmen	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>		Vie
King	<u>Inland Boatmen</u>	Cook	\$56.48	<u>5B</u>	<u>1K</u>		<u>Vie</u>
King	Inland Boatmen	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>		Vie
King	<u>Inland Boatmen</u>	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>		<u>Vie</u>
King	Inland Boatmen	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>		Vie
King	Inland Boatmen	Mate	\$57.31	<u>5B</u>	<u>1K</u>		<u>Vie</u>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$31.49		<u>1</u>		<u>Vie</u>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$14.49		<u>1</u>		Vie
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$24.91		<u>1</u>		<u>Vie</u>

King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$19.33		1 ATTACH	MENT	<u>View</u> <b>1</b>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$20.45		1		View
King	Insulation Applicators	Journey Level	\$68.19	15J	4C		View
King	Ironworkers	Journeyman	\$80.28	7N	10		View
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Airtrac Drill Operator	\$56.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Ballast Regular Machine	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Batch Weighman	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Brick Pavers	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Brush Cutter	\$54.62	15J	4V	8Y	View
King	Laborers	Brush Hog Feeder	\$54.62	15J	4V	8Y	View
King	Laborers	Burner	\$54.62	15J	4V	8Y	View
King	Laborers	Caisson Worker	\$56.31	15J	4V	8Y	View
King	Laborers	Carpenter Tender	\$54.62	15J	4V	8Y	View
King	Laborers	Cement Dumper-paving	\$55.62	15J	4V	8Y	View
King	Laborers	Cement Finisher Tender	\$54.62	15J	4V	8Y	View
King	Laborers	Change House Or Dry Shack	\$54.62	 15J	4V	8Y	View
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Choker Setter	\$54.62	15J	4V	8Y	View
King	Laborers	Chuck Tender	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Clary Power Spreader	\$55.62	15J	4V	8Y	View
King	Laborers	Clean-up Laborer	\$54.62	15J	4V	8Y	View
King	Laborers	Concrete Dumper/Chute Operator	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Concrete Form Stripper	\$54.62	<u>15J</u>	4V	8Y	View
King	Laborers	Concrete Placement Crew	\$55.62	15J	4V	8Y	View
King	Laborers	Concrete Saw Operator/Core Driller	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Crusher Feeder	\$46.29	<u>15J</u>	4V	8Y	View
King	Laborers	Curing Laborer	\$54.62	15J	4V	8Y	View
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Ditch Digger	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Diver	\$56.31	<u>15J</u>	4V	8Y	View
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Dry Stack Walls	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Dump Person	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Epoxy Technician	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Erosion Control Worker	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Faller & Bucker Chain Saw	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Fine Graders	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Firewatch	\$46.29	 15J	4V	8Y	View

King	<u>Laborers</u>	Form Setter	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Gabian Basket Builders	\$54.62	<u>15J</u>	AT <u>TA</u> CH	MENT	1 View
King	Laborers	General Laborer	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Grade Checker & Transit Person	\$57.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Grinders	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Grout Machine Tender	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>Viev</u>
King	Laborers	Guardrail Erector	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Hazardous Waste Worker (Level A)	\$56.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>Viev</u>
King	Laborers	Hazardous Waste Worker (Level B)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Hazardous Waste Worker (Level C)	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>Viev</u>
King	Laborers	High Scaler	\$56.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Jackhammer	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Laserbeam Operator	\$55.62	<u>15J</u>	4V	<u>8Y</u>	Viev
King	Laborers	Maintenance Person	\$54.62	15J	4V	8Y	Viev
King	Laborers	Manhole Builder-Mudman	\$55.62	15J	4V	8Y	Viev
King	Laborers	Material Yard Person	\$54.62	15J	4V	8Y	Viev
King	Laborers	Motorman-Dinky Locomotive	\$55.62	<u>—</u> 15J	4V	8Y	Viev
		green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)					
King	Laborers	Pavement Breaker	\$55.62	15J	4V	8Y	Viev
King		Pilot Car	\$46.29	15J	4V	8Y	Viev
King	Laborers	Pipe Layer (Lead)	\$57.31	15J	4V	8Y	Viev
King	Laborers	Pipe Layer/Tailor	\$55.62	15J	4V	8Y	Vie
King	Laborers	Pipe Pot Tender	\$55.62	15J	4V	8Y	Vie
		Pipe Reliner	\$55.62	15J	4V	8Y	Vie
Kina	Laborers						
King Kina	Laborers			15.J	4V	8Y	l Vie∖
King	Laborers	Pipe Wrapper	\$55.62	<u>15J</u> 15J	4V 4V	<u>8Y</u> 8Y	
King King	<u>Laborers</u> <u>Laborers</u>	Pipe Wrapper Pot Tender	\$55.62 \$54.62	<u>15J</u>	4V	<u>8Y</u>	Viev
King King King	Laborers Laborers Laborers	Pipe Wrapper Pot Tender Powderman	\$55.62 \$54.62 \$56.31	15J 15J	4V 4V	8Y 8Y	Viev Viev
King King King King	Laborers Laborers Laborers Laborers	Pipe Wrapper Pot Tender Powderman Powderman's Helper	\$55.62 \$54.62 \$56.31 \$54.62	15J 15J 15J	4V 4V 4V	8Y 8Y 8Y	View View View
King King King King King	Laborers Laborers Laborers Laborers Laborers	Pipe Wrapper Pot Tender Powderman Powderman's Helper Power Jacks	\$55.62 \$54.62 \$56.31 \$54.62 \$55.62	15J 15J 15J 15J	4V 4V 4V 4V	8Y 8Y 8Y 8Y	View View View View
King King King King King King	Laborers Laborers Laborers Laborers Laborers Laborers Laborers	Pipe Wrapper Pot Tender Powderman Powderman's Helper Power Jacks Railroad Spike Puller - Power	\$55.62 \$54.62 \$56.31 \$54.62 \$55.62 \$55.62	15J 15J 15J 15J 15J	4V 4V 4V 4V 4V	8Y 8Y 8Y 8Y 8Y	View View View View
King King King King King King King King	Laborers Laborers Laborers Laborers Laborers Laborers Laborers Laborers Laborers	Pipe Wrapper Pot Tender Powderman Powderman's Helper Power Jacks Railroad Spike Puller - Power Raker - Asphalt	\$55.62 \$54.62 \$56.31 \$54.62 \$55.62 \$57.31	15J 15J 15J 15J 15J 15J	4V 4V 4V 4V 4V 4V	8Y 8Y 8Y 8Y 8Y 8Y	View View View View View
King King King King King King King King	Laborers	Pipe Wrapper Pot Tender Powderman Powderman's Helper Power Jacks Railroad Spike Puller - Power Raker - Asphalt Re-timberman	\$55.62 \$54.62 \$56.31 \$54.62 \$55.62 \$55.62 \$57.31 \$56.31	15J 15J 15J 15J 15J 15J 15J	4V 4V 4V 4V 4V 4V 4V	8Y 8Y 8Y 8Y 8Y 8Y 8Y	View View View View View View View View
King King King King King King King King	Laborers	Pipe Wrapper Pot Tender Powderman Powderman's Helper Power Jacks Railroad Spike Puller - Power Raker - Asphalt Re-timberman Remote Equipment Operator	\$55.62 \$54.62 \$56.31 \$54.62 \$55.62 \$57.31 \$56.31 \$55.62	15J 15J 15J 15J 15J 15J 15J 15J	4V 4V 4V 4V 4V 4V 4V	8Y 8Y 8Y 8Y 8Y 8Y 8Y 8Y	View View View View View View View View
King King King King King King King King	Laborers	Pipe Wrapper Pot Tender Powderman Powderman's Helper Power Jacks Railroad Spike Puller - Power Raker - Asphalt Re-timberman Remote Equipment Operator Rigger/Signal Person	\$55.62 \$54.62 \$56.31 \$54.62 \$55.62 \$57.31 \$56.31 \$55.62 \$55.62	15J 15J 15J 15J 15J 15J 15J 15J 15J	4V 4V 4V 4V 4V 4V 4V 4V 4V	8Y 8Y 8Y 8Y 8Y 8Y 8Y 8Y 8Y	View View View View View View View View
King King King King King King King King	Laborers	Pipe Wrapper Pot Tender Powderman Powderman's Helper Power Jacks Railroad Spike Puller - Power Raker - Asphalt Re-timberman Remote Equipment Operator Rigger/Signal Person Rip Rap Person	\$55.62 \$54.62 \$56.31 \$54.62 \$55.62 \$57.31 \$56.31 \$55.62 \$55.62 \$54.62	15J 15J 15J 15J 15J 15J 15J 15J 15J	4V 4V 4V 4V 4V 4V 4V 4V 4V 4V	8Y 8Y 8Y 8Y 8Y 8Y 8Y 8Y 8Y	View View View View View View View View
King King King King King King King King	Laborers	Pipe Wrapper Pot Tender Powderman Powderman's Helper Power Jacks Railroad Spike Puller - Power Raker - Asphalt Re-timberman Remote Equipment Operator Rigger/Signal Person	\$55.62 \$54.62 \$56.31 \$54.62 \$55.62 \$57.31 \$56.31 \$55.62 \$55.62	15J 15J 15J 15J 15J 15J 15J 15J 15J	4V 4V 4V 4V 4V 4V 4V 4V 4V	8Y 8Y 8Y 8Y 8Y 8Y 8Y 8Y 8Y	View View View View View View View View

King	<u>Laborers</u>	Scale Person	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	<u>Laborers</u>	Sloper (Over 20")	\$55.62	<u>15J</u>	AT <u>TA</u> CH	MENT	1 View
King	<u>Laborers</u>	Sloper Sprayer	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	<u>Laborers</u>	Spreader (Concrete)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Stake Hopper	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	<u>Laborers</u>	Stock Piler	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>Viev</u>
King	Laborers	Swinging Stage/Boatswain Chair	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Tamper (Multiple & Self-propelled)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>Viev</u>
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Toolroom Person (at Jobsite)	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Topper	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Track Laborer	\$54.62	<u>15J</u>	4V	8Y	Viev
King	Laborers	Track Liner (Power)	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Traffic Control Laborer	\$49.50	<u>15J</u>	4V	9C	Viev
King	Laborers	Traffic Control Supervisor	\$52.45	 15J	4V	9C	Viev
King	Laborers	Truck Spotter	\$54.62	 15J	4V	8Y	Viev
King	Laborers	Tugger Operator	\$55.62	 15J	4V	8Y	Viev
King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$142.82	<u>15J</u>	<u>4V</u>	<u>9B</u>	Viev
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$147.85	<u>15J</u>	<u>4V</u>	<u>9B</u>	<u>Viev</u>
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$151.53	<u>15J</u>	<u>4V</u>	<u>9B</u>	Viev
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$157.23	<u>15J</u>	<u>4V</u>	<u>9B</u>	Viev
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$159.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	Viev
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$164.45	<u>15J</u>	<u>4V</u>	<u>9B</u>	Viev
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$166.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	<u>Viev</u>
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$168.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	<u>Viev</u>
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$170.35	<u>15J</u>	<u>4V</u>	<u>9B</u>	Viev
King	Laborers	Tunnel Work-Guage and Lock Tender	\$57.41	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Tunnel Work-Miner	\$57.41	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Tunnel Work-Miner	\$57.41	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Vibrator	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Viev
King	Laborers	Vinyl Seamer	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Vie
King	Laborers	Watchman	\$42.08	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Vie
King	Laborers	Welder	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	Vie
King	Laborers	Well Point Laborer	\$55.62	15J	4V	8Y	Vie
King	Laborers	Window Washer/Cleaner	\$42.08	 15J	4V	8Y	Viev

King	<u>Laborers - Underground</u> Sewer & Water	General Laborer & Topman	\$54.62	<u>15J</u>	4 <u>V</u> ATTACH	<u>8Y</u>	<u>View</u>
King	Laborers - Underground Sewer & Water	Pipe Layer	\$55.62	<u>15J</u>	4 <u>V</u>	<u>8Y</u>	<u>View</u>
King	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$42.08	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	Landscape Construction	Landscape Operator	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	<u>Landscape Maintenance</u>	Groundskeeper	\$17.87		<u>1</u>		<u>View</u>
King	Lathers	Journey Level	\$68.19	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Marble Setters	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>		<u>View</u>
King	Metal Fabrication (In Shop)	Fitter/Certified Welder	\$42.17	<u>15I</u>	<u>11E</u>		<u>View</u>
King	Metal Fabrication (In Shop)	General Laborer	\$30.07	<u>15I</u>	<u>11E</u>		<u>View</u>
King	Metal Fabrication (In Shop)	Mechanic	\$43.63	<u>15I</u>	<u>11E</u>		<u>View</u>
King	Metal Fabrication (In Shop)	Welder/Burner	\$39.28	<u>15I</u>	<u>11E</u>		<u>View</u>
King	Millwright	Journey Level	\$69.74	<u>15J</u>	<u>4C</u>		View
King	Modular Buildings	Cabinet Assembly	\$14.49		1		<u>View</u>
King	Modular Buildings	Electrician	\$14.49		1		View
King	Modular Buildings	Equipment Maintenance	\$14.49		1		View
King	Modular Buildings	Plumber	\$14.49		1		View
King	Modular Buildings	Production Worker	\$14.49		1		View
King	Modular Buildings	Tool Maintenance	\$14.49		1		View
King	Modular Buildings	Utility Person	\$14.49		1		View
King	Modular Buildings	Welder	\$14.49		1		View
King	Painters	Journey Level	\$47.70	6Z	2B		View
King	Pile Driver	Crew Tender	\$62.69	 15J	4C		View
King	Pile Driver	Crew Tender/Technician	\$62.69	<u></u> 15J	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$85.00	<u>15J</u>	<u>4C</u>		View
King	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$90.00	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$94.00	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$106.50	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$108.50	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$110.50	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$112.50	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Pile Driver	Journey Level	\$68.64	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Plasterers	Journey Level	\$64.14	<u>70</u>	<u>1R</u>		View
King	Plasterers	Nozzleman	\$67.64	7Q	1R		View

King	Playground & Park Equipment Installers	Journey Level	\$14.49		1 ATTACH	IMENT	<u>View</u>
King	Plumbers & Pipefitters	Journey Level	\$94.69	<u>6Z</u>	<u>1G</u>		View
King	Power Equipment Operators	Asphalt Plant Operators	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Assistant Engineer	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Barrier Machine (zipper)	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Batch Plant Operator: concrete	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Boat Operator	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Bobcat	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Brooms	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Bump Cutter	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cableways	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Chipper	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Compressor	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Conveyors	\$75.50	<u>15J</u>	<u>11G</u>	8X	View
King	Power Equipment Operators	Cranes Friction: 200 tons and over	\$79.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.63	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$76.19	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.44	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$78.44	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>

King	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$75.60	<u>7A</u>	11H ATTACH	8X MENT	<u>View</u> <b>1</b>
King	Power Equipment Operators	Crusher	\$76.09	<u>15J</u>	<u>11G</u>	8X	View
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Derricks, On Building Work	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Dozers D-9 & Under	\$75.50	<u>15J</u>	<u>11G</u>	8X	View
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Drilling Machine	\$77.53	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Viev</u>
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	Viev
King	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Viev</u>
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Viev</u>
King	Power Equipment Operators	Gradechecker/Stakeman	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	Viev
King	Power Equipment Operators	Guardrail Punch	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	Viev
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Viev</u>
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	Viev
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	Viev
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Viev</u>
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>Vie</u> v
King	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>Viev</u>
King	Power Equipment Operators	Leverman	\$78.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Viev</u>
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Viev</u>
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Viev</u>
King	Power Equipment Operators	Loaders, Plant Feed	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Viev</u>
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u> v
King	Power Equipment Operators	Locomotives, All	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Viev</u>
King	Power Equipment Operators	Material Transfer Device	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Viev</u>
King	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$77.53	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u> v
King	Power Equipment Operators	Motor Patrol Graders	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u> v
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u> v
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	Viev

King	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$75.50	<u>15J</u>	<u>11G</u> <b>ATTACH</b>	8X MENT	<u>View</u> <b>1</b>
King	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$77.63	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Pavement Breaker	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Posthole Digger, Mechanical	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Power Plant	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Pumps - Water	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Rigger and Bellman	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Rollagon	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Saws - Concrete	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Service Engineers: Equipment	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$77.53	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$78.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Slipform Pavers	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Spreader, Topsider & Screedman	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Subgrader Trimmer	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Tower Bucket Elevators	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>

King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	<u>7A</u>	11H ATTACH	8X IMENT	<u>View</u> <b>1</b>
King	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$77.63	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$79.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Trenching Machines	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Welder	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Yo Yo Pay Dozer	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Boat Operator	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Brooms	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Cableways	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Chipper	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Compressor	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>

King	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$79.20	<u>7A</u>	<u>11H</u> <b>ATTACH</b>	8X MENT	<u>View</u> <b>1</b>
King	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.63	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.19	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.19	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.44	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$78.44	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Crusher	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$77.53	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View

King	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.77	<u>15J</u>	11G ATTACH	8X MENT	<u>View</u> <b>1</b>
King	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Leverman	\$78.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$77.53	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$77.63	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	Viev
King	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	Viev
King	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View

King	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$72.20	<u>15J</u>	<u>11G</u> <b>ATTACH</b>	8X MENT	<u>View</u> 1
King	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	Viev
King	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>Viev</u>
King	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	Vie
King	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	Vie
King	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	Vie
King	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	Vie
King	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	Vie
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$77.53	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$78.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>Vie</u>
King	Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$77.63	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>Vie</u>

King	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$79.20	<u>7A</u>	11H ATTACH	<u>8X</u> MENT	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$76.19	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Welder	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	<u>5A</u>	<u>4A</u>		<u>View</u>
King	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	<u>5A</u>	<u>4A</u>		<u>View</u>
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	<u>5A</u>	<u>4A</u>		<u>View</u>
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	<u>5A</u>	<u>4A</u>		<u>View</u>
King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	<u>5A</u>	<u>4A</u>		<u>View</u>
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$90.01	<u>6Z</u>	<u>1G</u>		<u>View</u>
King	Residential Brick Mason	Journey Level	\$63.32	7E	1N		View
King	Residential Carpenters	Journey Level	\$36.44		1		View
King	Residential Cement Masons	Journey Level	\$46.64		1		View
King	Residential Drywall Applicators	Journey Level	\$68.19	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Residential Drywall Tapers	Journey Level	\$36.36		1		View
King	Residential Electricians	Journey Level	\$48.80		1		View
King	Residential Glaziers	Journey Level	\$28.93		1		View
King	Residential Insulation Applicators	Journey Level	\$28.18		1		View
King	Residential Laborers	Journey Level	\$29.73		1		View
King	Residential Marble Setters	Journey Level	\$27.38		<u> </u>		View
King	Residential Painters	Journey Level	\$23.47		1		View
King	Residential Plumbers & Pipefitters	Journey Level	\$94.69	<u>6Z</u>	1 <u>G</u>		View
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$90.01	<u>6Z</u>	<u>1G</u>		<u>View</u>
King	Residential Sheet Metal Workers	Journey Level	\$91.83	<u>7F</u>	<u>1E</u>		<u>View</u>
King	Residential Soft Floor Layers	Journey Level	\$51.91	5A	3J		View
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$53.04	<u>5C</u>	<u>2R</u>		View

King	Residential Stone Masons	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>	<u>View</u>
King	Residential Terrazzo Workers	Journey Level	\$58.71	7E	ATTACHM	ENT 1View
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		1	View
King	Residential Tile Setters	Journey Level	\$21.04		1	View
King	Roofers	Journey Level	\$59.05	5A	3H	View
King	Roofers	Using Irritable Bituminous Materials	\$62.05	<u>5A</u>	<u>3H</u>	View
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$91.83	<u>7F</u>	<u>1E</u>	View
King	Shipbuilding & Ship Repair	New Construction Boilermaker	\$39.58	<u>7V</u>	1	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Carpenter	\$39.58	<u>7V</u>	1	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Crane Operator	\$39.58	<u>7V</u>	1	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Electrician	\$39.58	<u>7V</u>	1	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$82.02	<u>15H</u>	<u>11C</u>	View
King	Shipbuilding & Ship Repair	New Construction Laborer	\$39.58	<u>7V</u>	1	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Machinist	\$39.58	<u>7V</u>	1	View
King	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$39.58	<u>7V</u>	1	View
King	Shipbuilding & Ship Repair	New Construction Painter	\$39.58	<u>7V</u>	1	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Pipefitter	\$39.58	<u>7V</u>	1	View
King	Shipbuilding & Ship Repair	New Construction Rigger	\$39.58	<u>7V</u>	1	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$39.58	<u>7V</u>	1	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Shipfitter	\$39.58	<u>7V</u>	1	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$39.58	<u>7V</u>	1	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$39.58	<u>7V</u>	1	View
King	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$47.45	<u>7X</u>	<u>4J</u>	<u>View</u>
King	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$47.35	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	4K	View
King	Shipbuilding & Ship Repair	Ship Repair Electrician	\$48.92	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$82.02	<u>15H</u>	<u>11C</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Laborer	\$47.35	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Machinist	\$47.35	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Painter	\$47.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$47.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Rigger	\$47.45	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$47.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$47.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>	View
King	Sign Makers & Installers (Electrical)	Journey Level	\$53.62	<u>0</u>	1	<u>View</u>
King	Sign Makers & Installers (Non- Electrical)	Journey Level	\$34.42	<u>0</u>	1	View

King	Soft Floor Layers	Journey Level	\$54.41	<u>5A</u>	<u>3J</u>		View
King	Solar Controls For Windows	Journey Level	\$14.49		ATTACH	MENT	1 <u>View</u>
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$89.49	<u>5C</u>	<u>1X</u>		<u>View</u>
King	Stage Rigging Mechanics (Non Structural)	Journey Level	\$14.49		1		<u>View</u>
King	Stone Masons	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>		<u>View</u>
King	Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		1		<u>View</u>
King	Surveyors	Assistant Construction Site Surveyor	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	<u>Surveyors</u>	Chainman	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	<u>Surveyors</u>	Construction Site Surveyor	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Surveyors	Drone Operator (when used in conjunction with survey work only)	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Surveyors	Ground Penetrating Radar Operator	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Telecommunication Technicians	Journey Level	\$59.10	<u>7E</u>	<u>1E</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$38.27	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$25.66	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$31.96	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$36.17	<u>5A</u>	<u>2B</u>		<u>View</u>
King	Terrazzo Workers	Journey Level	\$58.71	<u>7E</u>	<u>1N</u>		<u>View</u>
King	<u>Tile Setters</u>	Journey Level	\$58.71	<u>7E</u>	<u>1N</u>		<u>View</u>
King	<u>Tile, Marble &amp; Terrazzo</u> <u>Finishers</u>	Finisher	\$49.54	<u>7E</u>	<u>1N</u>		<u>View</u>
King	Traffic Control Stripers	Journey Level	\$50.51	<u>7A</u>	<u>1K</u>		<u>View</u>
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$69.95	<u>15J</u>	<u>111</u>	<u>8L</u>	<u>View</u>
King	Truck Drivers	Asphalt Mix To 16 Yards	\$69.11	<u>15J</u>	<u>111</u>	<u>8L</u>	<u>View</u>
King	Truck Drivers	Dump Truck	\$69.11	<u>15J</u>	<u>111</u>	<u>8L</u>	<u>View</u>
King	Truck Drivers	Dump Truck & Trailer	\$69.95	<u>15J</u>	<u>111</u>	<u>8L</u>	<u>View</u>
King	Truck Drivers	Other Trucks	\$69.95	<u>15J</u>	<u>111</u>	<u>8L</u>	<u>View</u>
King	Truck Drivers - Ready Mix	Transit Mix	\$69.95	<u>15J</u>	<u>111</u>	<u>8L</u>	View
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		1		<u>View</u>
King	Well Drillers & Irrigation Pump Installers	Oiler	\$14.49		1		<u>View</u>
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		<u>View</u>

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#### **Overtime Codes**

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

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

#### **Overtime Codes Continued**

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

#### **Overtime Codes Continued**

- 2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
  - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
  - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
- 3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
  - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

- 4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

#### **Overtime Codes Continued**

- 4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
  - D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

#### EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

#### **Overtime Codes Continued**

- 4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
  - L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
  - U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

#### **Overtime Codes Continued**

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- Z. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- 11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
  - C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

#### **Overtime Codes Continued**

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

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

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

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

#### **Overtime Codes Continued**

11. I. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift.

J. All hours worked on holidays shall be paid at double the hourly rate of wage.

#### **Holiday Codes**

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
  - C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
  - D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
  - H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
  - I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
  - K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
  - L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
  - N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.

- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day, (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
  - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
  - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- 7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

- 7. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

- 7. V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
  - X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
  - Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
  - G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

- 7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
  - X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
  - Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- 15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - H. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (8). When the following holidays fall on a Saturday (New Year's Day, Independence Day, and Christmas Day) the preceding Friday will be considered as the holiday; should they fall on a Sunday, the following Monday shall be considered as the holiday.
  - I. Holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the last regular workday before Christmas (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

#### Benefit Code Key – Effective 3/3/2022 thru 8/30/2022 (Updated 6/1/2022)

#### **ATTACHMENT 1**

#### **Note Codes**

- 8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
  - L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
  - M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
  - N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
  - S. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
  - T. Effective August 31, 2012 A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
  - U. Workers on hazmat projects receive additional hourly premiums as follows Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
  - V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.

W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

#### **Note Codes Continued**

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

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

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

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

Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) -130' to 199' -\$0.50 per hour over their classification rate.
- (B) -200' to 299' -\$0.80 per hour over their classification rate.
- (C) 300' and over \$1.00 per hour over their classification rate.

#### **Note Codes Continued**

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

# PART 5 APPENDIX

# APPENDIX A SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

#### **APPENDIX A**

# SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS NE $7^{TH}$ STREET IMPROVEMENTS

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the City of Medina by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 1-02 of the Special Provisions shall be grounds for rejection of the bid. The City of Medina will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Cont	tractor:								
	ress: _								
Phon Cont		son:							
2.	Deli	nquent State Taxes							
	Instr	Instructions to Bidders: Check the appropriate box							
		The Bidder <u>does not</u> owe delinquent taxes to the Washington Star Department of Revenue.							
		Alternatively, the Bidder <u>does</u> owe delinquent taxes to the Washington State Department of Revenue.							
		ne Bidder owes delinquent taxes, they must submit a written payment plan oved by the Department of Revenue, to the Contracting Agency.							
	(Date	e) (Signature)							
		(Print Name)							
		(Title)							

# **3. Claims Against Retainage and Bonds:** Instructions to Bidders: Check the appropriate box The Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date. Alternatively, the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date. If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim. (Signature) (Date) (Print Name)

(Title)

# 4. **Public Bidding Crime:** Instructions to Bidders: Check the appropriate box The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date. Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date. If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction. (Date) (Signature)

(Print Name)

(Title)

## 5. Termination for Cause/Termination for Default

Instru	ctions to Bidders: Check the appropri	riate box
	<u> </u>	Bidder <u>has not</u> had any public works erminated for default by a government d submittal date.
	•	nfirms that the Bidder <u>has</u> had public ause or terminated for default by a rior to the bid submittal date.
for de explai identii termin	efault in the 5 years prior to the nation for all contracts terminated f fying the project contract that was terminated that was terminated from the project contract that was the project contract the pro	racts terminated for cause or terminated bid submittal date, provide a written for cause or terminated for default by minated, the government agency which termination, and a description of the
(Date)	)	(Signature)
		(Print Name)
		(Title)

## 6. Lawsuits

Instruc	ctions to Bidders: Check the appropri	ate box
	<u> </u>	Bidder <u>has not</u> had any lawsuits with in the 5 years prior to the bid submittal ling to meet the terms of contracts.
	lawsuits with judgments entered aga	firms that the Bidder <u>has</u> had any inst the Bidder in the 5 years prior to te a pattern of failing to meet the terms
5 years the ter the cir evalua	s prior to the bid submittal date that d ms of contracts, submit a list of lawsu rcumstances surrounding each laws	ments entered against the Bidder in the emonstrate a pattern of failing to meet its along with a written explanation of uit. The Contracting Agency shall ether the lawsuits demonstrate a pattern
(Date)		(Signature)
		(Print Name)
		(Title)

## 7. **Contract Time (Liquidated Damages)** Instructions to Bidders: Check the appropriate box The undersigned certifies that the Bidder has not had liquidated damages assessed on any project it has completed in the 5 years prior to the bid submittal date. Alternatively, the undersigned confirms that the Bidder has had liquidated damages assessed on projects in the 5 years prior to the bid submittal date. If the Bidder has had liquidated damages assessed against projects in the 5 years prior to the bid submittal dated, submit a list of projects along with Owner contact information, and number of days assessed liquidated damages. The Contracting Agency shall determine whether the Contractor has a pattern of failing to complete projects within Contract Time. (Signature) (Date)

(Print Name)

(Title)

### 8. Capacity and Experience

A.

The Bidder shall have sufficient current capacity and the Project Superintendent assigned to the Project shall have experience to meet the requirements of this Project. The Bidder and Project Superintendent shall have successfully completed at least two projects as the prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.

* 1 1	i	ty
List five major pieces of equipment which are anticipated to be us on this project by the Contractor and note which items are owned		Gross dollar amount of work currently under contract:
on this project by the Contractor and note which items are owned		Gross dollar amount of contracts currently not completed:
		List five major pieces of equipment which are anticipated to be us on this project by the Contractor and note which items are owned the Contractor and which are to be leased or rented from others:
		Number of superintendents on Bidder's staff:
Number of superintendents on Bidder's staff:		

B.	Experience				
	i.	General character of work performed by firm:			
	ii.	Identify who will be the superintendent on this project and years of experience. Also, list the number of years this person has been with your firm.			
	iii.	Similar Size and Scope Projects Completed in the Past 5 Years			
		#1 Owner's Name and Contact Information:			
		Owner is a Government Agency? Yes No Superintendent's Name: Project Name: Awarded Contract Amount: Final Contract Amount: Completion Date: Project Description:			

Owner is a Government Agenc	y? Yes	N
uperintendent's Name:		
roject Name:		
warded Contract Amount:		
inal Contract Amount:		
Completion Date:		
roject Description:		
Owner's Name and Contact Inf	ormation:	
Owner is a Government Agenc	y? Yes	N
Owner is a Government Agenc uperintendent's Name:	y?Yes	N
Owner is a Government Agenc uperintendent's Name: roject Name:	y?Yes	N
Owner is a Government Agenc uperintendent's Name: roject Name: warded Contract Amount:	y?Yes	N
Owner is a Government Agenc uperintendent's Name: roject Name: warded Contract Amount: inal Contract Amount:	y?Yes	No
Owner is a Government Agenc uperintendent's Name: roject Name: warded Contract Amount:	y? Yes	No

# APPENDIX B PROPERTY RELEASE

### PROPERTY RELEASE

(Owner's ]	Name)
(Property A	address)
DATE:	
I,(Property Owner's Name)	(Property
(Description or Address)	hereby release
	from any property
(Contractor's Name)	
damage or personal injury resulting from co	onstruction adjacent
to or on my property located at	(Property Address)
during construction of the NE 7 <sup>th</sup> Street Imp	provements. My signature below is
my acknowledgment and acceptance that m	ny property, as identified above, was
returned to a satisfactory condition.	
Name:	
Signed:	
Address:	
Phone:	