

**CITY OF MEDINA
SMALL WORKS PROJECT
“PREVAILING WAGES SHALL BE PAID”
ENGINEER’S ESTIMATE: \$187,000
INVITATION TO BID**

The **CITY OF MEDINA** is releasing a Small Works Project. As a Contractor on the MRSC Small Works Roster under the utilities and drainage category, you are invited to submit a bid on this Project.

Project Title: Upland Road Drainage Improvements

Scope of Work: This project consists of the installation of approximately 530 feet of 12-inch storm pipe and associated structures, storm and roadway improvements in and along Upland Road NE from NE 6th Street to Overlake Drive West and other work all in accordance with the attached Contract Plans, these Special Provisions and the Standard Specifications.

Delivery of Proposal: City of Medina, 501 Evergreen Point Road, Medina, Washington 98039

Bid Submittal Date and Time: Monday, July 24, 2023 at 1:00 p.m.

Bid Documents may be *examined* at the office of the City, or the office of the Project Engineer, Gray & Osborne, Inc. Bid Documents for this project are available free-of-charge from the City or Project Engineer. For assistance, please call (206) 284-0860. Contract questions shall be directed only to the office of the Project Engineer.

Bidders must be registered on the City’s MRSC Small Works Roster to be eligible to submit a bid for this Project.

Questions concerning the Contract Provisions will be taken by the Project Engineer at Gray & Osborne, Inc.’s Arlington office (360) 454-5490.

No oral responses to questions by City personnel about the project will be binding on the City.

The City expressly reserves the right to reject any or all bids and to waive minor irregularities or informalities, and to further make award of the project to the lowest responsive, responsible bidder as it best serves the interest of the City based on the sum of the Bid.

CITY OF MEDINA

KING COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

UPLAND ROAD DRAINAGE IMPROVEMENTS

G&O #23480
JULY 2023



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CITY OF MEDINA

KING COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

UPLAND ROAD DRAINAGE IMPROVEMENTS



7-17-2023

G&O #23480
JULY 2023



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CONTRACT PROVISIONS
TABLE OF CONTENTS
CITY OF MEDINA
UPLAND ROAD DRAINAGE IMPROVEMENTS

PAGE NO.

CALL FOR BIDS

PART 1. BID DOCUMENTS

BIDDER’S CHECKLIST	BC-1
PROPOSAL	P-1 – P-9
PROPOSAL BOND	PB-1

PART 2. AGREEMENT AND BONDS

AGREEMENT	A-1 – A-3
PERFORMANCE BOND	B-1
PUBLIC WORKS PAYMENT BOND	B-2

PART 3. SPECIAL PROVISIONS

DIVISION 1 – GENERAL REQUIREMENTS.....	1-1 TO 1-62
DIVISION 2 – EARTHWORK.....	2-1 TO 2-10
DIVISION 3 – AGGREGATE PRODUCTION AND ACCEPTANCE.....	3-1
DIVISION 4 – BASES.....	4-1
DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS	5-1 TO 5-33
DIVISION 7 – DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS	7-1 TO 7-8
DIVISION 8 – MISCELLANEOUS CONSTRUCTION	8-1 TO 8-8
DIVISION 9 – MATERIALS	9-1

PART 4. WAGE RATES

PART 5. APPENDIX

Appendix A – 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. 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

UPLAND ROAD DRAINAGE 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.

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<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)	53 TN	\$_____	\$_____
9.	Commercial HMA (5-04.5)	44 TN	\$_____	\$_____
10.	CPEP Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding) (7-04.5)	10 LF	\$_____	\$_____
11.	CPEP Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding) (7-04.5)	530 LF	\$_____	\$_____
12.	Catch Basin, Type 1 (7-05.5)	9 EA	\$_____	\$_____
13.	Catch Basin, Type 2, 48 In. Diam. (7-05.5)	3 EA	\$_____	\$_____
14.	Removal of Unsuitable Material (Trench) (7-08.5)	10 CY	\$_____	\$_____
15.	Bank Run Gravel for Trench Backfill (7-08.5)	310 TN	\$_____	\$_____
16.	Trench Excavation Safety Systems (7-08.5)	1 LS	\$_____	\$_____
17.	Erosion Control and Water Pollution Prevention (8-01.5)	1 LS	\$_____	\$_____
18.	Topsoil, Type A (8-02.5)	10 CY	\$_____	\$_____

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
19.	Bark or Wood Chip Mulch (8-02.5)	5 CY	\$ _____	\$ _____
20.	Seeding, Fertilizing and Mulching (8-02.5)	85 SY	\$ _____	\$ _____
21.	Project Documentation (8-21.5)	1 LS	\$ _____	\$ _____
Subtotal:			\$ _____	
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):.....			\$ _____	<u>0.00</u>
TOTAL CONSTRUCTION COST:			\$ _____	

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No. _____ Fax No. _____

Contact Person for this Project: _____

E-mail: _____

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

Gross dollar amount of work currently under contract: _____

Gross dollar amount of contracts currently not completed: _____

General character of work performed by firm: _____

List of five major projects of a similar nature which have been completed by the Contractor within the last five years and the gross dollar amount of each project, together with the Owner's name and telephone number, and the Engineer's name:

Project Name	Amount	Owner	Phone	Engineer's Name

PROPOSAL - Continued

List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

Bank Reference: _____

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

Identify who will be the general superintendent and/or project superintendent on this project. Also, list the number of years each person identified has been with firm.

Have you changed bonding companies within the last three years? _____

If so, why? _____

Have you ever been a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? _____

Identify the proceeding and parties and describe the claims asserted by all parties. _____

What was the disposition of the case? _____

Do you have any outstanding payments due to the Department of Revenue? _____

If yes, explain. _____

Bidder agrees that the Owner shall have the right to obtain credit reports.

Yes

No

PROPOSAL - Continued

WORK TO BE COMPLETED BY BIDDER

List the Work and the dollar amount thereof that the Contractor will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount

PROPOSAL - Continued

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

In accordance with RCW 39.30.060, for Proposals exceeding one million dollars, failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

These subcontractors must be listed below along with the work to be performed. This information must be provided with the Proposal or within one hour after the published bid submittal time for the work of heating, ventilation, air conditioning, plumbing and electrical. This information must be provided with the Proposal or within 48 hours after the published bid submittal time for the work of structural steel and rebar installation.

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

Subcontractor Name	_____
Work to be performed	_____ _____ _____
Subcontractor Name	_____
Work to be performed	_____ _____ _____
Subcontractor Name	_____
Work to be performed	_____ _____ _____
Subcontractor Name	_____
Work to be performed	_____ _____ _____
Subcontractor Name	_____
Work to be performed	_____ _____ _____

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

PROPOSAL - Continued

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 20 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 5 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 \$500.00 per day for each and every working day beyond the Contract Time allowed for substantial completion until the Substantial Completion Date is achieved and \$500.00 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.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

of _____ as principal, and the _____

a corporation duly organized under the laws of the state of _____,
_____ and authorized to do business in the State of
Washington, as surety, are held and firmly bound unto the **CITY OF MEDINA** in the full and
penal sum of five percent of the total amount of the bid proposal of said principal for the work
hereinafter described, for the payment of which, well and truly to be made, we bind our heirs,
executors, administrators and assigns, and successors and assigns, firmly by these presents.

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

UPLAND ROAD DRAINAGE IMPROVEMENTS

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

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the
contract be awarded to said principal, and if said principal shall duly make and enter into and
execute said Contract and shall furnish bond as required by the **CITY OF MEDINA** 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:

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 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 (\$ _____) per day for each working day beyond the Substantial Completion Date until the Contractor achieves substantial completion of the Work and (\$ _____) per day for each working day beyond the Physical Completion Date until the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

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 _____ sheets, as listed in the 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. MISCELLANEOUS.

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.

AGREEMENT – Continued

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

CITY OF MEDINA

CONTRACTOR

By _____

License No. _____
By _____

Date _____

Title _____

Attest _____

Name and Address for giving notices (print)

INFORMATION ONLY

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

Bond No. _____

The **CITY OF MEDINA**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as Upland Road Drainage Improvements in Medina, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____ **amount to include sales tax**) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____



PUBLIC WORKS PAYMENT BOND
to CITY OF MEDINA, WA

Bond No. _____

The **CITY OF MEDINA**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as Upland Road Drainage Improvements in Medina, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____ **amount to include sales tax**) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, lower tier subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors material persons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

PART 3

SPECIAL PROVISIONS

DIVISION 1
GENERAL REQUIREMENTS

1 **DIVISION 1**

2
3 **GENERAL REQUIREMENTS**

4
5 **DESCRIPTION OF WORK**

6 (March 13, 1995 WSDOT GSP)

7 This Contract provides for the storm and roadway improvements in and along
8 Upland Road NE from NE 6th Street to Overlake Drive West and other work all in
9 accordance with the attached Contract Plans, these Special Provisions and the
10 Standard Specifications.

11
12 **1-01 DEFINITIONS AND TERMS**

13
14 **1-01.3 Definitions**

15 (February 7, 2022 G&O GSP)

16
17 Delete the definition of “Bid Documents,” “Completion Dates,” “Contract” and
18 “Contracting Agency.”

19
20 This Section is supplemented with the following:

21
22 All references in the Standard Specifications and WSDOT General Special
23 Provisions to the terms “Department of Transportation,” “Washington State
24 Transportation Commission,” “Commission,” “Secretary of Transportation,”
25 “Secretary,” “Headquarters,” and “State Treasurer” shall be revised to read
26 “Contracting Agency.”

27
28 All references to the terms “State” or “state” shall be revised to read
29 “Contracting Agency” unless the reference is to an administrative agency of
30 the State of Washington, a State statute or regulation, or the context
31 reasonably indicates otherwise.

32
33 All references to “State Materials Laboratory” shall be revised to read
34 “Contracting Agency designated location.”

35
36 All references to “final contract voucher certification” shall be interpreted to
37 mean the Contracting Agency form(s) by which final payment is authorized,
38 and final completion and acceptance granted.

39
40 **Additive**

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

SPECIAL PROVISIONS - Continued

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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 Day

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
3. How Contractor will be paid.

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.

Contract Documents

See definition for "Contract."

Contract Time

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

Contracting Agency (Owner)

Agency of Government that is responsible for the execution and administration of the Contract.

SPECIAL PROVISIONS - Continued

1 **Dates**

2
3 ***Bid Opening Date***

4 The date on which the Contracting Agency publicly opens and reads
5 the bids.

6
7 ***Award Date***

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

10
11 ***Contract Execution Date***

12 The date when both the Contractor and the Contracting Agency have
13 signed the Agreement, binding themselves to the Contract.

14
15 ***Notice to Proceed Date***

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

18
19 ***Substantial Completion Date***

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

26
27 ***Physical Completion Date***

28 The day all of the Work is physically completed on the project. The
29 Engineer has received from the Contractor record drawings, operation
30 and maintenance manuals, manufacturers' affidavits, and software
31 and programming.

32
33 ***Completion Date***

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

39
40 ***Final Acceptance Date***

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

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SPECIAL PROVISIONS - Continued

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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.

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(June 27, 2011 G&O GSP)

Delete this Section and replace it with the following:

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

After Award of the Contract, Plans and Contract Provisions will be issued to the Contractor at as stated below:

To Prime Contractor	No. of Sets	Basis of Distribution
Contract Provisions	2	Furnished automatically
Reduced Plans (11" x 17")	1	Furnished automatically

Additional Plans and other Contract Provisions may be purchased by the Contractor.

SPECIAL PROVISIONS - Continued

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

1-02.4(1) General

(December 30, 2022 APWA GSP Option A)

The first sentence of the ninth paragraph, beginning with “Prospective Bidder desiring...”, is revised to read:

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

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

Contractor shall review the entire Contract to ensure that the completeness of their Proposal includes all items of Work regardless of where shown in the Contract. Bidders are cautioned that alternate sources of information (copies of the Contract obtained from third parties) are not necessarily an 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)

Delete this Section and replace it with the following:

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:

- a. The Bidders’ interpretations from the boring logs may be correct;
- b. Moisture conditions and indicated water tables will not vary 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

SPECIAL PROVISIONS - Continued

1 d. Conditions below the surface of the ground are consistent
2 throughout the site with the information made available
3 hereunder, or that conditions to be encountered on the site
4 are uniform or consistent with geological conditions usually
5 encountered in the area.
6

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

14
15 Any subsurface investigations and analysis were carried out for design
16 purposes only. Contractor may not rely upon or make any claim against
17 Contracting Agency, Engineer, or any of their subconsultants, with respect
18 to:
19

- 20 1. The completeness of such reports for Contractor's purposes,
21 including, but not limited to, any aspects of the means, methods,
22 techniques, sequences, and procedures of construction to be
23 employed by Contractor, and safety precautions and programs
24 incident thereto; or
- 25
26 2. Other conclusions, interpretations, opinions, representations, and
27 information contained in such reports; or
- 28
29 3. Any Contractor interpretation of or conclusion drawn from any
30 "technical data" or any such other data, conclusions, interpretations,
31 opinions or information.

32
33 The availability of subsurface information from the Contracting Agency shall
34 not relieve the Bidder or the Contractor from any risks or of any duty to make
35 examinations and investigations as required by Section 1-02.4(1) or any
36 other responsibility under the Contract or as may be required by law.
37

38 **1-02.5 Proposal Forms**
39 (June 27, 2011 G&O GSP)

40
41 Delete this Section and replace it with the following:

42
43 Proposals shall be submitted on the Proposal Form, which is included with
44 the Contract. All Proposals shall be completed, signed and dated.
45

SPECIAL PROVISIONS - Continued

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

13
14 The Contracting Agency reserves the right to arrange the proposal forms
15 with alternates and additives, if such be to the advantage of the Contracting
16 Agency. The Bidder shall bid on all alternates and additives set forth in the
17 Proposal form unless otherwise specified.

18
19 **1-02.6 Preparation of Proposal**
20 (January 11, 2023 G&O GSP)

21
22 Supplement the second paragraph with the following:

- 23
24 4. If a minimum bid amount has been established for any item, the unit
25 or lump sum price must equal or exceed the minimum amount stated.
26
27 5. Any correction to a bid made by interlineation, alteration, or erasure,
28 shall be initialed by the signer of the bid.
29

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

31
32 The Bidder shall certify compliance with Contractor Certification Wage Law.
33 The certification is included in the Proposal form.

34
35 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in
36 any manner.
37

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

41
42 A bid by a partnership shall be executed in the partnership name, and
43 signed by a partner. A copy of the partnership agreement shall be submitted
44 with the Bid Form if any UDBE requirements are to be satisfied through
45 such an agreement.

SPECIAL PROVISIONS - Continued

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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 DBE 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.

1-02.7 Bid Deposit
(March 8, 2013 G&O GSP)

Supplemented this Section with the following:

Bid bonds shall contain the following:

1. The name of the project;
2. The name of the Contracting Agency, named as the obligee;
3. 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;
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;
5. The signature of the surety’s officer empowered to sign the bond, and the power of attorney.

The Bidder must use the bond form included in the Contract.

1-02.9 Delivery of Proposal
(January 3, 2012 G&O GSP)

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

The Proposal, bid deposit, and all other certificates, forms or other documents required by any Contract Provisions to be executed and delivered with said Proposal shall be submitted, in a sealed package, addressed to the Contracting Agency, and plainly marked “Proposal for

SPECIAL PROVISIONS - Continued

1 _____ (insert name of project as shown on the Proposal) to be
2 opened on the _____ day of _____, 20____,” (said day, month and
3 year to be used as shown in the published Call for Bids).
4

5 The Contracting Agency will not consider any Proposal or any supplement
6 to a Proposal that is received after the time specified for receipt of
7 Proposals, or received in a location other than that specified for receipt of
8 Proposal. Emailed or faxed Proposals or supplement to a Proposal are not
9 acceptable.

10
11 **1-02.10 Withdrawing, Revising, or Supplementary Proposal**
12 (July 23, 2015 APWA GSP)

13
14 Delete this Section and replace it with the following:

15
16 After submitting a physical Bid Proposal to the Contracting Agency, the
17 Bidder may withdraw, revise, or supplement it if:

- 18
19 1. The Bidder submits a written request signed by an authorized person
20 and physically delivers it to the place designated for receipt of Bid
21 Proposals, and
22
23 2. The Contracting Agency receives the request before the time set for
24 receipt of Bid Proposals, and
25
26 3. The revised or supplemented Bid Proposal (if any) is received by the
27 Contracting Agency before the time set for receipt of Bid Proposals.
28

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

35
36 Late revised or supplemented Bid Proposals or late withdrawal requests will
37 be date recorded by the Contracting Agency and returned unopened.
38 Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid
39 Proposal are not acceptable.

40
41 **1-02.11 Combination and Multiple Proposals**
42 (June 16, 2006 G&O GSP)

43
44 Delete this Section in its entirety.
45

SPECIAL PROVISIONS - Continued

1 **1-02.13 Irregular Proposals**

2 (December 30, 2022 APWA GSP)

3
4 Delete this Section and replace it with the following:

- 5
6 1. A Proposal will be considered irregular and will be rejected if:
- 7
 - 8 a. The Bidder is not prequalified when so required;
 - 9
 - 10 b. The authorized Proposal form furnished by the Contracting
 - 11 Agency is not used or is altered;
 - 12
 - 13 c. The completed Proposal form contains any unauthorized
 - 14 additions, deletions, alternate Bids, or conditions;
 - 15
 - 16 d. The Bidder adds provisions reserving the right to reject or
 - 17 accept the award, or enter into the Contract;
 - 18
 - 19 e. A price per unit cannot be determined from the Bid Proposal;
 - 20
 - 21 f. The Proposal form is not properly executed;
 - 22
 - 23 g. The Bidder fails to submit or properly complete a
 - 24 subcontractor list (WSDOT Form 271-015), if applicable, as
 - 25 required in Section 1-02.6;
 - 26
 - 27 h. The Bidder fails to submit or properly complete a
 - 28 Disadvantaged Business Enterprise Certification (WSDOT
 - 29 Form 272-056), if applicable, as required in Section 1-02.6;
 - 30
 - 31 i. The Bidder fails to submit Written Confirmations (WSDOT
 - 32 Form 422-031) from each DBE firm listed on the Bidder's
 - 33 completed DBE Utilization Certification that they are in
 - 34 agreement with the bidder's DBE participation commitment, if
 - 35 applicable, as required in Section 1-02.6, or if the written
 - 36 confirmation that is submitted fails to meet the requirements
 - 37 of the Special Provisions;
 - 38
 - 39 j. The Bidder fails to submit DBE Good Faith Effort
 - 40 documentation, if applicable, as required in Section 1-02.6, or
 - 41 if the documentation that is submitted fails to demonstrate that
 - 42 a Good Faith Effort to meet the Condition of Award was made;
 - 43
 - 44 k. The Bidder fails to submit a DBE Bid Item Breakdown
 - 45 (WSDOT Form 272-054), if applicable, as required in Section

SPECIAL PROVISIONS - Continued

- 1 1-02.6, or if the documentation that is submitted fails to meet
2 the requirements of the Special Provisions;
3
4 l. The Bidder fails to submit DBE Trucking Credit Forms
5 (WSDOT Form 272-058), if applicable, as required in Section
6 1-02.6, or if the documentation that is submitted fails to meet
7 the requirements of the Special Provisions;
8
9 m. The Bid Proposal does not constitute a definite and
10 unqualified offer to meet the material terms of the Bid
11 invitation; or
12
13 n. More than one Proposal is submitted for the same project from
14 a Bidder under the same or different names.
15
16 2. A Proposal may be considered irregular and may be rejected if:
17
18 a. The Proposal does not include a unit price for every Bid item;
19
20 b. Any of the unit prices are excessively unbalanced (either
21 above or below the amount of a reasonable Bid) to the
22 potential detriment of the Contracting Agency;
23
24 c. Receipt of Addenda is not acknowledged;
25
26 d. A member of a joint venture or partnership and the joint
27 venture or partnership submit Proposals for the same project
28 (in such an instance, both Bids may be rejected); or
29
30 e. If Proposal form entries are not made in ink.
31

32 **1-02.14 Disqualification of Bidders**

33 (August 1, 2009 G&O GSP)

34
35 Delete this Section and replace it with the following:
36

37 A Bidder will be deemed not responsible if:

- 38
39 1. The Bidder does not meet the mandatory bidder responsibility criteria
40 in RCW 39.04.350(1), as amended; or
41
42 2. Evidence of collusion exists with any other Bidder or potential Bidder.
43 Participants in collusion will be restricted from submitting further bids;
44 or
45

SPECIAL PROVISIONS - Continued

- 1 3. The Bidder, in the opinion of the Contracting Agency, is not qualified
2 for the Work or to the full extent of the bid, or to the extent that the
3 bid exceeds the authorized prequalification amount as may have
4 been determined by a prequalification of the Bidder; or
5
- 6 4. An unsatisfactory performance record exists based on past or
7 current Contracting Agency work or for work done for others, as
8 judged from the standpoint of conduct of the work; workmanship; or
9 progress; affirmative action; equal employment opportunity
10 practices; termination for cause; or Disadvantaged Business
11 Enterprise, Minority Business Enterprise, or Women’s Business
12 Enterprise utilization; or
13
- 14 5. There is uncompleted work (Contracting Agency or otherwise), which
15 in the opinion of the Contracting Agency might hinder or prevent the
16 prompt completion of the work bid upon; or
17
- 18 6. The Bidder failed to settle bills for labor or materials on past or
19 current contracts, unless there are extenuating circumstances
20 acceptable to the Contracting Agency; or
21
- 22 7. The Bidder has failed to complete a written public contract or has
23 been convicted of a crime arising from a previous public contract,
24 unless there are extenuating circumstances acceptable to the
25 Contracting Agency; or
26
- 27 8. The Bidder is unable, financially or otherwise, to perform the Work,
28 in the opinion of the Contracting Agency; or
29
- 30 9. There are any other reasons deemed proper by the Contracting
31 Agency.

32
33 The basis for evaluation of Bidder compliance with these mandatory and
34 supplemental criteria shall be any documents or facts obtained by
35 Contracting Agency (whether from the Bidder or third parties) which any
36 reasonable owner would rely on for determining such compliance, including
37 but not limited to: (i) financial, historical, or operational data from the Bidder;
38 (ii) information obtained directly by the Contracting Agency from owners for
39 whom the Bidder has worked, or other public agencies or private
40 enterprises; and (iii) any additional information obtained by the Contracting
41 Agency which is believed to be relevant to the matter.

42
43 If the Contracting Agency determines the Bidder does not meet the bidder
44 responsibility criteria above and is therefore not a responsible Bidder, the
45 Contracting Agency shall notify the Bidder in writing, with the reasons for its

SPECIAL PROVISIONS - Continued

1 determination. Written notice will be provided to the Bidder, by facsimile to
2 the fax number provided at the time of obtaining the Contract Documents.
3 If the Bidder disagrees with this determination, it may appeal the
4 determination within 48 hours of receipt of the Contracting Agency's
5 determination by presenting its appeal in writing to the Contracting Agency.
6 The Contracting Agency will consider the appeal before issuing its final
7 determination. If the final determination affirms that the Bidder is not
8 responsible, the Contracting Agency will not execute a contract with any
9 other Bidder until at least two business days after the Bidder determined to
10 be not responsible has received the final determination.

11

12 **1-02.15 Pre-Award Information**
13 (December 30, 2022 APWA GSP)

14

15 Revise this Section to read:

16

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

19

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

22

23 2. Samples of these materials for quality and fitness tests;

24

25 3. A progress schedule (in a form the Contracting Agency requires)
26 showing the order of and time required for the various phases of the
27 work;

28

29 4. A breakdown of costs assigned to any bid item;

30

31 5. Attendance at a conference with the Engineer or representatives of
32 the Engineer;

33

34 6. Obtain, and furnish a copy of, a business license to do business in the
35 city or county where the work is located;

36

37 7. Any other information or action taken that is deemed necessary to
38 ensure that the bidder is the lowest responsible bidder.

39

40

SPECIAL PROVISIONS - Continued

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

2
3 **1-03.1 Consideration of Bids**

4 (December 30, 2022 APWA GSP)

5
6 Revise the first paragraph to read:

7
8 After opening and reading proposals, the Contracting Agency will check
9 them for correctness of extensions of the prices per unit and the total price.
10 If a discrepancy exists between the price per unit and the extended amount
11 of any bid item, the price per unit will control. If a minimum bid amount has
12 been established for any item and the bidder's unit or lump sum price is less
13 than the minimum specified amount, the Contracting Agency will unilaterally
14 revise the unit or lump sum price, to the minimum specified amount and
15 recalculate the extension. The total of extensions, corrected where
16 necessary, including sales taxes where applicable and such additives
17 and/or alternates as selected by the Contracting Agency, will be used by the
18 Contracting Agency for award purposes and to fix the Awarded Contract
19 Price amount and the amount of the contract bond.
20

21 **1-03.2 Award of Contract**

22 (June 16, 2006 G&O GSP)

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

25
26 Normally, Contract Award or bid rejection will occur within 60 calendar days
27 after bid opening. If the lowest responsible Bidder and the Contracting
28 Agency agree, this deadline may be extended. If they cannot agree on an
29 extension by the 60th calendar day deadline, the Contracting Agency
30 reserves the right to award the Contract to the next lowest responsible
31 Bidder or reject all bids. The Contracting Agency will notify the successful
32 Bidder of the Contract Award in writing.
33

34 **1-03.3 Execution of Contract**

35 (January 11, 2023 G&O GSP)

36
37 Delete this Section and replace it with the following:

38
39 Within 10 calendar days after the Award date, the successful Bidder shall
40 return the signed Contracting Agency-prepared Contract, an insurance
41 certification as required by Section 1-07.18, and satisfactory bonds as
42 required by law and Section 1-03.4 and the Transfer of Coverage form for
43 the Construction Stormwater General Permit with Section I, III, and VII
44 completed when provided. Before execution of the Contract by the

SPECIAL PROVISIONS - Continued

1 Contracting Agency, the successful Bidder shall provide any pre-Award
2 information the Contracting Agency may require under Section 1-02.15.

3
4 Until the Contracting Agency executes a Contract, no Proposal shall bind
5 the Contracting Agency nor shall any work begin within the project limits or
6 within Contracting Agency-furnished sites. The Contractor shall bear all
7 risks for any work begun outside such areas and for any materials ordered
8 before the Contract is executed by the Contracting Agency.

9
10 A written Notice to Proceed will be issued after the Contract has been
11 executed by the Contractor and the Contracting Agency, and the
12 performance and labor and material payment bonds, other required
13 certificates and documents and insurance certificates are approved by the
14 Contracting Agency or, where applicable, by State or Federal agencies
15 responsible for funding any portion of the project.

16
17 **1-03.4 Contract Bond**

18 (July 21, 2020, G&O GSP)

19
20 Revise the first paragraph to read:

21
22 The successful bidder shall provide an executed performance and public
23 works payment bonds for the full contract amount. These bonds shall:

- 24
25 1. Be on Contracting Agency-furnished forms;
- 26
27 2. Be signed by an approved surety (or sureties) that:
- 28
29 a. Is registered with the Washington State Insurance
30 Commissioner; and
- 31
32 b. Appears on the current Authorized Insurance List in the State
33 of Washington published by the Office of the Insurance
34 Commissioner.
- 35
36 3. Be conditioned upon the faithful performance of the contract by the
37 Contractor within the prescribed time;
- 38
39 4. Guarantee that the Contractor will perform and comply with all
40 obligations, duties, and conditions under the Contract including, but
41 not limited to, the duty and obligation to indemnify, defend, and
42 protect the Contracting Agency against all losses and claims related
43 directly or indirectly from any failure:
- 44

SPECIAL PROVISIONS - Continued

- 1 a. Of the Contractor (or any of the employees, Subcontractors,
2 or lower tier Subcontractors of the Contractor) to faithfully
3 perform and comply with the contract; or
4
5 b. Of the Contractor (or the Subcontractors or lower tier
6 Subcontractors of the Contractor) to pay all laborers,
7 mechanics, Subcontractors, lower tier Subcontractors,
8 materialperson, or any other person who provides supplies or
9 provisions for carrying out the Work.
10
11 5. Be conditioned upon payment of taxes, increases, and penalties
12 incurred on the project under Titles 50, 51, and 82 RCW; and
13
14 6. Be accompanied by a power of attorney for the Surety's officer
15 empowered to sign the bond; and
16
17 7. Be signed by an officer of the Contractor empowered to sign official
18 statements (sole proprietor or partner). If the Contractor is a
19 corporation, the bond must be signed by the president or vice-
20 president, unless accompanied by written proof of the authority of the
21 individual signing the bond to bind the corporation (i.e., corporate
22 resolution, power of attorney or a letter to such effect by the president
23 or vice-president).
24

25 **1-03.7 Judicial Review**
26 (December 30, 2022 APWA GSP)

27
28 Revise this Section to read:

29
30 All decisions made by the Contracting Agency regarding the Award and
31 execution of the Contract or Bid rejection shall be conclusive subject to the
32 scope of judicial review permitted under Washington Law. Such review, if
33 any, shall be timely filed in the Superior Court of the county where the
34 Contracting Agency headquarters is located, provided that where an action
35 is asserted against a county, RCW 36.01.050 shall control venue and
36 jurisdiction.
37

SPECIAL PROVISIONS - Continued

1 **1-04 SCOPE OF THE WORK**

2

3 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
4 **Specifications, and Addenda**

5 (January 13, 2023 G&O GSP)

6

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

8

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

17

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

21

- 22 1. Addenda;
- 23
- 24 2. Proposal Form and Agreement;
- 25
- 26 3. Special Provisions;
- 27
- 28 4. Contract Plans;
- 29
- 30 5. Standard Specifications;
- 31
- 32 6. Contracting Agency's Standard Plans or Details (if any); and
- 33
- 34 7. WSDOT Standard Plans for Road, Bridge, and Municipal
- 35 Construction.
- 36

SPECIAL PROVISIONS - Continued

1 **1-04.4 Changes**

2
3 (January 19, 2022 APWA GSP)

4 The first two sentences of the last paragraph of Section 1-04.4 are deleted.

5
6 **1-04.4(1) Minor Changes**

7 (June 7, 2019 G&O GSP)

8
9 This Section is revised to read as follows:

10
11 Payments or credits for changes may be made under the Bid item “Minor
12 Change.” At the discretion of the Contracting Agency, this procedure for
13 Minor Changes may be used in lieu of the more formal procedure as
14 outlined in Section 1-04.4, Changes.

15
16 The Contractor will be provided a copy of the completed order for Minor
17 Changes. The agreement for the Minor Changes will be documented by
18 signature of the Contractor, or notation of verbal agreement. If the
19 Contractor is in disagreement with anything required by the order for Minor
20 Changes, the Contractor may protest the order as provided in
21 Section 1-04.5.

22
23 Payments will be determined in accordance with Section 1-09.4. For the
24 purpose of providing a common Proposal for all Bidders, the Contracting
25 Agency has entered an amount for “Minor Change” in the Proposal to
26 become a part of the total Bid by the Contractor. The Contractor/Bidder is
27 cautioned that payment of any portion of this bid item is not guaranteed
28 unless such need arises during the performance of this project. Where
29 references are made herein to consider some work incidental to the
30 Contract and as such to merge the cost of incidental work into the various
31 items bid, no such costs shall be merged into this bid item.

32
33 All “Minor Change” work will be within the scope of the Contract Work and
34 will not change Contract Time.

35
36 **1-04.6 Variation in Estimated Quantities**

37 (December 30, 2022 APWA GSP, Option B)

38
39 Revise the first paragraph to read:

40
41 Payment to the Contractor will be made only for the actual quantities of
42 Work performed and accepted in conformance with the Contract. When the
43 accepted quantity of Work performed under a unit item varies from the
44 original Proposal quantity, payment will be at the unit Contract price for all
45 Work unless the total accepted quantity of the Contract item, adjusted to

SPECIAL PROVISIONS - Continued

1 exclude added or deleted amounts included in change orders accepted by
2 both parties, increases or decreases by more than 25 percent from the
3 original Proposal quantity, and if the total extended bid price for that item at
4 time of award is equal to or greater than 10 percent of the total contract
5 price at time of award. In that case, payment for contract work may be
6 adjusted as described herein:
7

8 **1-05 CONTROL OF WORK**
9

10 **1-05.1 Authority of the Engineer**

11 (July 21, 2020 G&O GSP)
12

13 This Section is supplemented with the following:
14

15 The Engineer does not purport to be a safety expert, is not engaged in that
16 capacity under this Contract or the Engineer's contract with the Contracting
17 Agency. The Engineer does not have either the authority or the
18 responsibility to enforce construction safety laws, rules, regulations or
19 procedures, or to order the stoppage of Work for claimed violations thereof.
20 From time to time, the Engineer may inform the Contractor of conditions that
21 may constitute safety issues or violations. Such information will be provided
22 solely to cooperate with and assist the Contractor and shall not make the
23 Engineer or Inspector responsible for the enforcement of safety laws, rules,
24 regulations or procedures. After receiving information relating to safety
25 issues from the Engineer, the Contractor shall make its own examination
26 and analysis of the situation reported and take such action, if any, that the
27 Contractor determines to be appropriate. The Engineer's performance of
28 project representation and observation services for the Contracting Agency
29 shall not make the Engineer responsible for the enforcement of safety laws,
30 rules, regulations or procedures. The Engineer also shall not be
31 responsible for construction means, methods, techniques, sequences, or
32 procedures or for the Contractor's failure to properly perform the Work, all
33 of which are entirely the responsibility of the Contractor.
34

35 The Engineer shall have no liability whatsoever to, or contractual
36 relationship with, the Contractor in any way relating to this Contract. The
37 Contracting Agency and the Contractor must look solely to each other for
38 the enforcement with respect to any rights, obligations, claims or liabilities
39 arising under or in any way relating to the Contract. Neither the authority
40 given to the Engineer herein, nor any action or service provided by the
41 Engineer or its subconsultants with regard to the Project, shall create any
42 duty owed by the Engineer or its subconsultants to the Contractor or a
43 cause of action against the Engineer or its subconsultants by Contractor.
44

SPECIAL PROVISIONS - Continued

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

13

14 **1-05.2 Authority of Assistants and Inspectors**

15 (June 16, 2006 G&O GSP)

16

17 This Section is supplemented with the following:

18

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

23

24 The Inspector does not purport to be a safety expert, and is not engaged in
25 that capacity under this Contract or the Engineer's contract with the
26 Contracting Agency. The Inspector does not have the authority or the
27 responsibility to enforce construction safety laws, rules, regulations or
28 procedures, or to order the stoppage of Work for claimed violations thereof.
29 From time to time, the Inspector may inform the Contractor of conditions
30 that may constitute safety issues or violations. Such information will be
31 provided solely to cooperate with and assist the Contractor and shall not
32 make the Inspector or the Engineer responsible for the enforcement of
33 safety laws, rules, regulations or procedures. After receiving information
34 relating to safety issues from the Resident Engineer, the Contractor shall
35 make its own examination and analysis of the situation reported and take
36 such action, if any, that the Contractor determines to be appropriate. The
37 Inspector's performance of project representation and observation services
38 shall not make the Inspector responsible for the enforcement of safety laws,
39 rules, regulations or procedures; nor shall it make the Inspector responsible
40 for construction means, methods, techniques, sequences, or procedures,
41 or for the Contractor's failure to properly perform the Work, all of which are
42 entirely the responsibility of the Contractor.

43

SPECIAL PROVISIONS - Continued

1 **1-05.4 Conformity With and Deviation from Plans and Stakes**

2 (January 17, 2022 G&O GSP)

3
4 Delete this Section and replace it with the following:

5
6 **1-05.4(1) Description**

7
8 The Contractor shall furnish all survey necessary for the construction of this
9 project.

10
11 **The Contractor shall be responsible for setting, maintaining and**
12 **resetting (as may be required) all alignment stakes, slope stakes, and**
13 **grades necessary for the construction of the roadbed, utilities, surfacing,**
14 **paving, sidewalks, fencing, walls, channelization, pavement markings,**
15 **signing, etc. Except for the survey control data furnished by the Contracting**
16 **Agency, any additional calculations, surveying, and measuring required for**
17 **utilizing and maintaining the necessary lines and grades shall be the**
18 **Contractor's responsibility. The meaning of words and terms used in this**
19 **provision shall be as listed in "Definitions of Surveying and Associated**
20 **Terms" current edition, published by the American Congress on Surveying**
21 **and Mapping and the American Society of Civil Engineers.**

22
23 Survey work shall include the following:

- 24
25 1. Establish the centerlines of all alignments, by placing hubs,
26 stakes, nails, or marks on centerline or on offsets to centerline
27 at all curve points (PCs, PTs, and PIs) and at points on the
28 alignments spaced at intervals of approximately 50 feet.
29
30 2. Establish clearing limits, placing stakes at all angle points and
31 at intermediate points at approximately 50 foot intervals.
32
33 3. Establish grading limits, placing slope stakes at centerline
34 increments of approximately 50 feet. Establish offset
35 reference to all slope stakes.
36
37 4. Establish the horizontal and vertical location of all sanitary
38 sewer, storm, and water structures features, placing offset
39 stakes to all sanitary sewer, storm, and water structures. An
40 offset line will be staked, for the horizontal sanitary and storm
41 pipe alignment as follows: one stake at 25-foot and one stake
42 at 100-foot station, as measured upstream from structures.
43 Water mains will be staked horizontally at tees, angle points
44 and at approximate 200-foot intervals.
45

SPECIAL PROVISIONS - Continued

- 1 5. Establish roadbed, surfacing, and sidewalk elevations by
2 placing stakes at the top of subgrade and at the top of each
3 course of surfacing. Subgrade and surfacing stakes shall be
4 set at horizontal intervals not greater than 50 feet in tangent
5 sections, 25 feet in curve sections with a radius less than 10
6 feet, and at 10 foot intervals in intersection radii with a radius
7 less than 10 feet. Transversely, stakes shall be placed at all
8 location where the roadway slope changes and at additional
9 points such that the transverse spacing of stakes is not more
10 than 12 feet.
- 11
- 12 6. Establish intermediate elevation benchmarks as needed to
13 check work throughout the project.
- 14
- 15 7. Provide references for paving pins at approximately 25 to 50
16 foot intervals or provide simultaneous surveying to establish
17 location and elevation of paving pins as they are being placed.
- 18
- 19 8. For all other types of construction, including, but not limited to
20 walls, utility trenching, utility vaults, pedestals, water mains,
21 fire hydrants, fencing, wetland mitigation grading,
22 channelization, and signing, provide staking and layout as
23 necessary to adequately locate, construct, and check the
24 specific construction activity.
- 25

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

29

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

33

34 The Contracting Agency is responsible for locating and referencing those
35 monuments shown on the Plans of being removed or destroyed during
36 construction, and preparing the State forms for those monuments. The
37 Contractor shall protect all survey markers, monuments and property
38 corners unless shown otherwise on the Plans. The Contractor shall work
39 to preserve the existing monumentation as provided in RCW 58.09.130
40 and WAC 332-120. The Contractor shall notify the Engineer immediately if
41 it becomes apparent that a survey marker will be disturbed due to
42 construction. The Contractor shall allow 5 working days for the Engineer
43 to acquire adequate information so that the monument, including property
44 corners, may be replaced referenced in its original position prior to
45 disturbance. All cost associated with replacement of monuments that

SPECIAL PROVISIONS - Continued

1 have been disturbed before being referenced due to lack of proper
2 notification by the Contractor shall be deducted from monies due to the
3 Contractor.
4

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

11
12 **1-05.4(2) Payment (New Section)**

13
14 "Survey," lump sum.
15

16 The lump sum contract payment shall be full compensation for all costs
17 incurred by the Contractor in performing the Contract Work in
18 Section 1-05.4.
19

20 **1-05.7 Removal of Defective and Unauthorized Work**

21 (June 16, 2006 G&O GSP)
22

23 This Section is supplemented with the following:
24

25 If the Contractor fails to remedy defective or unauthorized work within the
26 time specified in a written notice from the Contracting Agency, or fails to
27 perform any part of the Work required by the Contract, the Engineer may
28 correct and remedy such work as may be identified in the written notice with
29 Contracting Agency forces or by such other means as the Contracting
30 Agency may deem necessary.
31

32 If the Contractor fails to comply with a written order to remedy what the
33 Engineer determines to be an emergency or urgent situation, the
34 Contracting Agency may have the defective work corrected immediately,
35 have the rejected work removed and replaced, or have work that the
36 Contractor refuses or fails to perform completed by others. An emergency
37 or urgent situation is any situation when, in the opinion of the Engineer, a
38 delay in taking remedial action could be potentially unsafe and may cause
39 risk of personal injury, property damage, or economic loss to the public, the
40 Work, or the Contracting Agency.
41

42 Direct or indirect costs incurred by the Contracting Agency attributable to
43 correcting and remedying defective or unauthorized work, or work the
44 Contractor failed or refused to perform, shall be paid by the Contractor.
45 Payment will be deducted by the Contracting Agency from monies due, or

SPECIAL PROVISIONS - Continued

1 to become due, the Contractor. Such direct and indirect costs shall include,
2 without limitation, compensation for additional professional services
3 required, and costs for repair and replacement of work of others destroyed
4 or damaged by correction, removal, or replacement of the Contractor's
5 defective or unauthorized work.

6
7 No extension of the Contract time or additional compensation will be
8 allowed because of any delay in the performance of the Work attributable
9 to the Contracting Agency's exercise of its rights provided by this Section.

10
11 The rights provided to the Contracting Agency by this Section shall not
12 diminish the Contracting Agency's right to pursue any other or additional
13 remedy with respect to the Contractor's failure to perform the Work as
14 required.

15
16 **1-05.11 Final Inspection**
17 (June 16, 2006 G&O GSP)

18
19 Delete this Section and replace it with the following:

20
21 **1-05.11 Final Inspections and Operational Testing (New Section)**
22 (June 16, 2006 G&O GSP)

23
24 **1-05.11(1) Substantial Completion Date**

25
26 When the Contractor considers the Work to be substantially complete, the
27 Contractor shall notify the Engineer in writing and request that the Engineer
28 establish the Substantial Completion Date. The Contractor's notice shall
29 list the specific items of the Work that remain to be completed in order to
30 achieve physical completion. The Engineer will schedule an inspection of
31 the Work with the Contractor to determine the status of completion. The
32 Engineer may also establish the Substantial Completion Date unilaterally.

33
34 If, after inspection, the Engineer concurs with the Contractor that the Work
35 is substantially complete and ready for its intended use, the Engineer, by
36 written notice to the Contractor, will establish the Substantial Completion
37 Date. If, after inspection, the Engineer does not consider the Work to be
38 substantially complete and ready for its intended use, the Engineer will
39 notify the Contractor in writing and provide the reasons therefore.

40
41 Upon receipt of written notice either establishing the Substantial Completion
42 Date or informing the Contractor that the Work is not substantially complete,
43 whichever is applicable, the Contractor shall pursue vigorously, diligently
44 and without unauthorized interruption, the Work necessary to reach
45 substantial completion and physical completion of the Work. The

SPECIAL PROVISIONS - Continued

1 Contractor shall provide the Engineer with a revised schedule indicating
2 when the Contractor expects to reach substantial and physical completion
3 of the Work.

4
5 The above process shall be repeated until the Engineer establishes the
6 Substantial Completion Date and the Contractor considers the Work
7 physically complete and ready for final inspection.

8
9 **1-05.11(2) Final Inspection and Physical Completion Date**

10
11 When the Contractor considers the Work to be physically complete and
12 ready for final inspection, the Contractor shall provide written notice to the
13 Engineer requesting a final inspection. The Engineer will then schedule a
14 date for final inspection. The Engineer and the Contractor will then make a
15 final inspection, and the Engineer will notify the Contractor in writing of all
16 particulars in which the final inspection reveals the Work to be incomplete
17 or unacceptable. The Contractor shall immediately take such corrective
18 measures as are necessary to remedy the listed deficiencies. Corrective
19 work shall be pursued vigorously, diligently, and without interruption until
20 the listed deficiencies have been completed. This process will continue until
21 the Contracting Agency is satisfied the listed deficiencies have been
22 corrected and the Work is physically complete.

23
24 If action to correct the listed deficiencies is not initiated within seven days
25 after receipt of the written notice listing the deficiencies, the Contracting
26 Agency may, upon written notice to the Contractor, take whatever steps are
27 necessary to correct those deficiencies pursuant to Section 1-05.7. The
28 Contractor will not be allowed any extension of the Contract time or
29 additional compensation because of a delay in the performance of the Work
30 attributable to the exercise of the Contracting Agency's rights hereunder.

31
32 Upon correction of all deficiencies, the Engineer will notify the Contractor
33 and the Contracting Agency, in writing, of the date upon which the Work was
34 considered physically complete. That date shall constitute the Physical
35 Completion Date of the Contract, but shall not constitute acceptance of the
36 Work or imply that all the obligations of the Contractor under the Contract
37 have been fulfilled.

38
39

SPECIAL PROVISIONS - Continued

1 Add the following new section:

2
3 **1-05.12(1) 2-Year Guarantee Period**
4 (March 8, 2013 G&O GSP)

5
6 The Contractor shall return to the project and repair or replace all defects in
7 workmanship and material discovered within two years after Final
8 Acceptance of the Work. The Contractor shall start Work to remedy any
9 such defects within 7 calendar days of receiving Contracting Agency's
10 written notice of a defect, and shall complete such Work within the time
11 stated in the Contracting Agency's notice. In case of an emergency, where
12 damage may result from delay or where loss of services may result, such
13 corrections may be made by the Contracting Agency's own forces or
14 another contractor, in which case the cost of corrections shall be paid by the
15 Contractor. In the event the Contractor does not accomplish corrections
16 within the time specified, the Work will be otherwise accomplished and the
17 cost of same shall be paid by the Contractor.

18
19 When corrections of defects are made, the Contractor shall then be
20 responsible for correcting all defects in workmanship and materials in the
21 corrected work for two years after acceptance of the corrections by
22 Contracting Agency.

23
24 This guarantee is supplemental to and does not limit or affect the
25 requirements that the Contractor's Work comply with the requirements of
26 the Contract or any other legal rights or remedies of the Contracting Agency.

27
28 **1-05.13 Superintendents, Labor and Equipment of Contractor**
29 (August 14, 2013 APWA GSP)

30
31 Delete the sixth and seventh paragraph of this Section.

32
33 **1-05.15 Method of Serving Notices**
34 (December 30, 2022 APWA GSP)

35
36 Revise the second paragraph to read:

37
38 All correspondence from the Contractor shall be directed to the Project
39 Engineer. All correspondence from the Contractor constituting any
40 notification, notice of protest, notice of dispute, or other correspondence
41 constituting notification required to be furnished under the Contract, must
42 be in paper format, hand delivered or sent via mail delivery service to the
43 Project Engineer's office. Electronic copies such as e-mails or electronically
44 delivered copies of correspondence will not constitute such notice and will
45 not comply with the requirements of the Contract.

SPECIAL PROVISIONS - Continued

1
2 Add the following new section:
3

4 **1-05.16 Water and Power (New Section)**
5 (October 1, 2005 APWA GSP)
6

7 The Contractor shall make necessary arrangements, and shall bear
8 the costs for power and water necessary for the performance of the
9 Work, unless the Contract includes power and water as a pay item.

10
11 **1-06 CONTROL OF MATERIAL**
12

13 **1-06.1 Approval of Materials Prior to Use**
14 (January 11, 2023 G&O GSP)
15

16 This Section is supplemented with the following:
17

18 The Contractor shall be responsible for the accuracy and completeness of
19 the information contained in each QPL and RAM submittal and shall ensure
20 that all material, equipment or method of work shall be as described in the
21 QPL and approved RAM. The Contractor shall verify that all features of all
22 products conform to the requirements of the Contract and Plans. The
23 Contractor shall ensure that there is no conflict with other submittals and
24 specifically notify the Contracting Agency in each case where the
25 Contractor's submittal may affect the work of another contractor or the
26 Contracting Agency. The Contractor shall ensure coordination of submittals
27 among the related crafts and Subcontractors. If the Contractor proposes to
28 provide material, equipment, or a method of work, which deviates from the
29 Contract, the Contractor shall indicate so on the transmittal form
30 accompanying the QPL and/or RAM submittals and submit a written request
31 to the Engineer for approval of the proposed substitution.
32

33 Submittals required for the Work shall include any or all of the following, as
34 required by the Contract:
35

- 36 a. Manufacturer's literature
37 b. Shop drawings
38 c. Material samples
39 d. Test reports
40

41 **Timing of Product Submittals**
42

43 All submittal information shall be sent to the Engineer through the
44 Contractor.
45

SPECIAL PROVISIONS - Continued

1 All submittals shall be provided far enough in advance of installation to allow
2 sufficient time for reviews and necessary approvals.

3
4 The Contractor shall allow at least 14 calendar days for the Engineer's
5 review of all submittals.

6 7 **Number of Submittals**

8
9 The Contractor shall submit four (min.) copies of each QPL and RAM
10 submittal. One (min.) copy will be returned to the Contractor. In lieu of
11 submitting electronic copies the Contractor may submit QPLs and RAMs by
12 hard copy.

13 14 **Resubmittals**

15
16 When a submittal is resubmitted for any reason, it shall be resubmitted
17 referencing the previous RAM # and the number of times it has been
18 resubmitted (RAM # - times resubmitted).

19 20 **Delays**

21
22 All costs of delays caused by the failure of the Contractor to provide
23 submittals in a timely manner will be borne by the Contractor.

24 25 **Payment**

26
27 The cost to prepare and submit submittals, equipment manuals, testing, and
28 materials samples shall be included in the bid prices for various items
29 associated with the required submittals.

30 31 **1-06.1(2) Request for Approval of Material (RAM)** 32 (June 16, 2006 G&O GSP)

33
34 This Section is supplemented with the following:

35 36 **Submittal Information**

37 Shop, catalog, and other appropriate drawings shall be submitted to the
38 Engineer for review prior to fabrication or ordering of all equipment or
39 materials specified. Submittal documents shall be clearly edited to indicate
40 only those items, models, or series of materials or equipment which are
41 being submitted for review. All extraneous materials shall be crossed out or
42 otherwise obliterated.

43
44 Shop drawings shall be submitted in the form of blue-line or black-line prints
45 of each sheet. Blueprint submittals will not be acceptable.

SPECIAL PROVISIONS - Continued

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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 11, 2023 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 ⁽¹⁾	One for each material source.
	Moisture Density Relationship (Modified Proctor)	One test and any time material changes
Trench Backfill	Gradation ⁽¹⁾	One for each material source.

36
37

SPECIAL PROVISIONS - Continued

Item	Test	Testing Frequency
	In-Place Density ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾	One every 100 feet of trench and every 2 feet in depth of backfill material.
	Moisture Density Relationship (Modified Proctor) ⁽³⁾	One prior to start of backfilling operations, one every 20 densities and any time material type changes.

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2
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Aggregate Materials

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

4
5

SPECIAL PROVISIONS - Continued

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Hot Mix Asphalt and Asphalt Treated Base

Item	Test	Testing Frequency
Commercial HMA and ATB	Rice Density	1 – project.
HMA Cl. _____ PG _____ Project Quantity ≤ 400 tons	Rice Density	1 – project.
HMA Cl. _____ PG _____ Project Quantity > 400 tons < 800 tons	Rice Density, Gradation, Asphalt Binder Content and Percent Air Voids (Va)	1 – project.
HMA Cl. _____ PG _____ Project Quantity > 800 tons	Rice Density, Gradation, Asphalt Binder Content and Percent Air Voids (Va)	1 – 1,000 TN. ⁽⁵⁾
Commercial HMA, HMA Cl. _____ PG _____, ATB	Compaction ⁽¹⁾	1 – 100 TN.

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5

Hot Mix Asphalt Aggregate⁽⁶⁾

Item	Test	Testing Frequency
Aggregate	SE, Fracture	1 – 2,000 TN.

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- (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) A minimum of three samples, on a random basis, shall be taken and tested.
- (6) Hot mix asphalt aggregate tests are not required for Commercial HMA or for HMA Cl. _____ 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.

SPECIAL PROVISIONS - Continued

1 **1-06.2(2)B Financial Incentive**

2 (February 15, 2008 G&O GSP)

3

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

5

6 **1-06.4 Handling and Storing Materials**

7 (June 16, 2006 G&O GSP)

8

9 This Section is supplemented with the following:

10

11 The Contractor may be required to provide off-site storage of equipment
12 and materials to enable construction to occur at the construction site. The
13 Contractor has full responsibility to secure all off-site storage areas, if
14 needed, and shall include the costs for providing such storage areas in the
15 Proposal for the individual equipment and material bid items requiring off-
16 site storage. All off-site storage areas shall be fenced, secure and have
17 access restricted or withheld from the general public.

18

19 **1-06.6 Recycled Materials**

20 (January 4, 2016 APWA GSP)

21

22 Delete this Section in its entirety.

23

24 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

25

26 **1-07.1 Laws to be Observed**

27 (June 16, 2006 G&O GSP)

28

29 This Section is supplemented with the following:

30

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

33

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

38

39 All Work under this Contract shall be performed in a safe manner. The
40 Contractor and all Subcontractors shall observe all rules and regulations of
41 the Washington State Department of Labor and Industries, rules and
42 regulations of OSHA, WISHA or any other jurisdiction, and all other
43 applicable safety standards. The Contractor shall be solely and completely
44 responsible for conditions of the job site, including safety of all persons and

SPECIAL PROVISIONS - Continued

1 property during performance of the Work. This requirement shall apply
2 continuously and not be limited to normal working hours.

3
4 The Engineer's review of the Contractor's Work plan, safety plan,
5 construction sequence, schedule or performance does not and is not
6 intended to include review or approval of the adequacy of the Contractor's
7 safety measures in, on, or near the construction site. The Engineer does
8 not purport to be a safety expert, is not engaged in that capacity under this
9 Contract, and has neither the authority nor the responsibility to enforce
10 construction safety laws, rules, regulations, or procedures, or to order the
11 stoppage of Work for claimed violations thereof.

12
13 The Contractor shall exercise every precaution at all times for the
14 prevention of accidents and the protection of persons (including employees)
15 and property. All exposed moving parts of equipment capable of inflicting
16 injury by accidental contact shall be protected with sturdy removable guards
17 in accordance with applicable safety regulations.

18
19 **1-07.2 Sales Tax**

20
21 Delete this section, including its subsections, in its entirety and replace it with the
22 following:

23
24 **1-07.2 Sales Tax**
25 (June 27, 2011 APWA GSP)

26
27 The Washington State Department of Revenue has issued special rules
28 on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to
29 clarify those rules. The Contractor should contact the Washington State
30 Department of Revenue for answers to questions in this area. The
31 Contracting Agency will not adjust its payment if the Contractor bases a
32 bid on a misunderstood tax liability.

33
34 The Contractor shall include all Contractor-paid taxes in the unit bid prices
35 or other contract amounts. In some cases, however, state retail sales tax
36 will not be included. Section 1-07.2(2) describes this exception.

37
38 The Contracting Agency will pay the retained percentage (or release the
39 Contract Bond if a FHWA funded project) only if the Contractor has
40 obtained from the Washington State Department of Revenue a certificate
41 showing that all contract-related taxes have been paid (RCW 60.28.051).
42 The Contracting Agency may deduct from its payments to the Contractor
43 any amount the Contractor may owe the Washington State Department of
44 Revenue, whether the amount owed relates to this contract or not. Any
45 amount so deducted will be paid into the proper State fund.

SPECIAL PROVISIONS - Continued

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1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

SPECIAL PROVISIONS - Continued

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

2

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

6

7 **1-07.7 Load Limits**

8 (March 13, 1995 WSDOT GSP)

9

10 This Section is supplemented with the following:

11

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

15

16 **1-07.9(5) Required Documents**

17 (January 13, 2023 G&O GSP)

18

19 This Section is supplemented with the following:

20

21 **General**

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

29

30 **1-07.13 Contractor's Responsibility for Work**

31 (March 31, 2010 G&O GSP)

32

33 **1-07.13(1) General**

34

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

36

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

41

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

45

SPECIAL PROVISIONS - Continued

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

3
4 Nothing contained in this Section shall be construed as relieving the
5 Contractor of responsibility for, or damage resulting from, the Contractor's
6 operations or negligence, nor shall the Contractor be relieved from full
7 responsibility for making good any defective Work or materials as provided
8 for under Section 1-05.

9

10 **1-07.16 (1) Private/Public Property**
11 (August 1, 2009 G&O GSP)

12

13 This Section is supplemented with the following:

14

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

18

19 **Damage and Claims**

20

21 Along the street to be improved there are privately owned improvements on
22 the properties abutting the right-of-way. Even though all reasonable
23 precaution is to be taken by the Contractor, these improvements may in
24 some instances be damaged. In the event such occurs, and claims for
25 damages are filed by the property owners, the Contracting Agency will
26 request the Contractor to provide evidence that the Contractor has
27 requested its insurance company to contact the claimant. Any settlement
28 for claims for damage to private property shall be by and between the
29 claimant, the Contractor, and the Contractor's insurance company.

30

31 **1-07.17 Utilities and Similar Facilities**
32 (April 2, 2007 WSDOT GSP)

33

34 This Section is supplemented with the following:

35

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

39

40 **Utility Locations**

41

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

45

SPECIAL PROVISIONS - Continued

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

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

4
5 Delete this Section in its entirety and replace with the following:

6
7 Any authorized agent of the Contracting Agency or utility owners may enter
8 the right-of-way to repair, rearrange, alter, or connect their equipment. The
9 Contractor shall cooperate with such effort and shall avoid creating delays
10 or hindrances to those doing the Work. As needed, the Contractor shall
11 arrange to coordinate work schedules.

12
13 The Contractor shall carry out the Work in a way that will minimize
14 interference and delay for all forces involved. Any costs incurred prior to
15 the utility owners anticipated completion (or if no completion is specified,
16 within a reasonable period of time) that results from the coordination and
17 prosecution of the Work regarding utility adjustment, relocation,
18 replacement, or construction shall be at the Contractor's expense as
19 provided in Section 1-05.14.

20
21 The Contractor shall coordinate all work with the various utility companies
22 and their Contractors. The Contractor, when scheduling his work crews,
23 shall use production rates that anticipate the need to provide block-outs
24 and/or gaps in the driveways, curb and gutter, and/or pavement sections
25 where existing utility structures currently exist, and then come back at a
26 later time to construct the missing sections after the utility has been
27 relocated or adjusted by the applicable utility. The Contractor shall assume
28 that the utilities will not be relocated prior to construction of this project nor
29 at his convenience during the course of construction. As such, the
30 Contractor shall assume such, and schedule his crews and his
31 Subcontractors to remobilize to the various sites and temporarily relocate

SPECIAL PROVISIONS - Continued

1 his or his Subcontractor’s crews to other areas of the project and complete
2 other unaffected portions of the project in order to coordinate the relocation
3 of the utilities with the various utility companies. There shall be no additional
4 money or time due the Contractor for leaving gaps or for block-out
5 construction, remobilization, demobilization, out of sequence construction,
6 relocation of work crews, and construction of curb, gutter, or driveway
7 patches after the utility has been relocated. It is the intent of these
8 Specifications that the Contractor diligently pursue other work on the site
9 when such conflicts occur and recognize and plan for the inherent
10 inefficiencies and impaired production rates.

11

Payment

12

13
14 All costs to comply with this Section and repair specified in this Section,
15 unless otherwise stated, are incidental to the Contract and are the
16 responsibility of the Contractor. The Contractor shall include all related
17 costs in the bid prices of the Contract.

18

1-07.18 Public Liability and Property Damage Insurance

19

(May 15, 2023 G&O GSP)

20

21 Delete this Section and replace it with the following:

22

1-07.18(1) General Requirements

23

24
25
26 A. The Contractor shall procure and maintain insurance described in all
27 subsections of 1-07.18 of these Special Provisions, from insurers
28 with a current A.M. Best rating not less than A – VII and licensed to
29 do business in the state of Washington. The Contracting Agency
30 reserves the right to approve or reject the insurance provided, based
31 on the insurer (including financial condition), terms and coverage, the
32 Certificate of Insurance, and/or endorsements.

33

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

37

38 C. All insurance coverage required by this section shall be written and
39 provided by “occurrence-based” policy forms rather than by “claims
40 made” forms.

41

42 D. The insurance policies shall contain a “cross liability” provision.

43

44 E. The Contractor’s and all Subcontractors’ insurance coverage shall
45 be primary and non-contributory insurance as respects the

SPECIAL PROVISIONS - Continued

1 Contracting Agency's insurance, self-insurance, or insurance pool
2 coverage. Any insurance, self-insurance or self-insured pool
3 coverage maintained by the Contracting Agency shall be excess of
4 the Contractor's insurance and shall not contribute with it.
5

6 F. The Contractor shall provide the Contracting Agency and all
7 Additional Insured with written notice of any policy cancellation and
8 the date of effective cancellation within 2 business days of receipt.
9

10 G. The Contractor shall not begin work under the Contract until the
11 required insurance has been obtained and approved by the
12 Contracting Agency.
13

14 H. Failure on the part of the Contractor to maintain the insurance as
15 required shall constitute a material breach of Contract, upon which
16 the Contracting Agency may, after giving five business days notice to
17 the Contractor to correct the breach, immediately terminate the
18 Contract or, at its discretion, procure or renew such insurance and
19 pay any and all premiums in connection therewith, with any sums so
20 expended to be repaid to the Contracting Agency on demand, or at
21 the sole discretion of the Contracting Agency, offset against funds
22 due the Contractor from the Contracting Agency.
23

24 I. All costs for insurance shall be incidental to and included in the unit
25 or lump sum prices of the Contract and no additional payment will be
26 made.
27

28 **1-07.18(2) Additional Insured**
29

30 All insurance policies, with the exception of Workers Compensation, shall
31 name the following listed entities as additional insured(s) using the forms or
32 endorsements required herein:
33

- 34 • The Contracting Agency and its officers, elected/appointed
35 officials, employees, agents, and volunteers;
- 36 • Gray & Osborne, Inc.
37

38 The above-listed entities shall be additional insured(s) for the full available
39 limits of liability maintained by the Contractor, irrespective of whether such
40 limits maintained by the Contractor are greater than those required by this
41 Contract, and irrespective of whether the Certificate of Insurance provided
42 by the Contractor pursuant to 1-07.18(4) describes limits lower than those
43 maintained by the Contractor.
44

SPECIAL PROVISIONS - Continued

1 **1-07.18(3) Subcontractors**

2
3 Contractor shall ensure that each Subcontractor of every tier obtains and
4 maintains at a minimum the insurance coverages listed in 1-07.18(5)A and
5 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall
6 provide evidence of such insurance.
7

8 **1-07.18(4) Verification of Coverage**

9
10 The Contractor shall deliver to the Contracting Agency a Certificate(s) of
11 Insurance and endorsements for each policy of insurance meeting the
12 requirements set forth herein when the Contractor delivers the signed
13 Contract for the Work. The certificate and endorsements must conform to
14 the following requirements:
15

- 16 1. An ACORD certificate or a form determined by the Contracting
17 Agency to be equivalent. The certificate or an endorsement
18 form shall indicate the Contractor's insurance is primary and
19 non-contributory.
20
- 21 2. The Contractor shall obtain endorsement forms CG 2010 10
22 01, CG 2032 04 13 and CG 2037 04 13 or the equivalent of
23 each, naming the Contracting Agency and all other entities
24 listed in 1-07.18(2) as Additional Insured(s) and showing the
25 policy number. If the Contractor is unsuccessful in securing
26 these endorsements after exerting commercially reasonable
27 efforts, the Contractor shall obtain other endorsements
28 providing equivalent protection to the Additional Insured.
29 Commercially reasonable efforts shall be evidenced by a
30 signed statement by the Contractor's insurance broker
31 indicating that endorsement forms CG 2010 10 01, CG 2032
32 04 13 and CG 2037 04 13 are not available and the
33 endorsements submitted provide equivalent protection to the
34 Additional Insured.
35
- 36 3. Any other amendatory endorsements to show the coverage
37 required herein.
38
- 39 4. A notation of coverage enhancements on the Certificate of
40 Insurance shall not satisfy these requirements; actual
41 endorsements must be submitted.
42

43 Upon request, the Contractor shall forward to the Contracting Agency
44 a full and certified copy of the insurance policy(s). If Builders Risk
45 Insurance is required on this project, a full and certified copy of that

SPECIAL PROVISIONS - Continued

1 policy is required when the Contractor delivers the signed Contract
2 for the Work.

3

4 **1-07.18(5) Coverages and Limits**

5

6 The insurance shall provide the minimum coverages and limits set forth
7 below. Providing coverage in these stated minimum limits shall not be
8 construed to relieve the Contractor from liability in excess of such limits. All
9 deductibles and self-insured retentions must be disclosed and are subject
10 to approval by the Contracting Agency. The cost of any claim payments
11 falling within the deductible shall be the responsibility of the Contractor.

12

13 **1-07.18(5)A Commercial General Liability**

14

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

22

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

26

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

30

31 Such policy must provide the following minimum limits:

32

- \$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

33

34

SPECIAL PROVISIONS - Continued

1 **1-07.18(5)B Automobile Liability**

2
3 Automobile Liability for owned, non-owned, hired, and leased vehicles, with
4 an MCS 90 endorsement and a CA 9948 endorsement attached if
5 “pollutants” are to be transported. Such policy(ies) must provide the
6 following minimum limit:
7

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

8
9 **1-07.18(5)C Workers’ Compensation**

10
11 The Contractor shall comply with Workers’ Compensation coverage as
12 required by the Industrial Insurance laws of the state of Washington.

13
14 **1-07.18(5)D Excess or Umbrella Liability**

15
16 The Contractor shall provide Excess or Umbrella Liability coverage with
17 limits not less than \$2 million per occurrence and annual aggregate. This
18 excess or umbrella liability coverage shall be excess over and at least as
19 broad in coverage as the Contractor’s Commercial General and Auto
20 Liability insurance.

21
22 This requirement may be satisfied instead through the Contractor’s primary
23 Commercial General and Automobile Liability coverage, or any combination
24 thereof.

25
26 **1-07.18(5)E Builders Risk Insurance**

27
28 The Contractor shall purchase and maintain Builders Risk insurance
29 covering interests of the Contracting Agency, the Contractor,
30 Subcontractors, and lower tier Subcontractors in the work. Builders Risk
31 shall be required for all structures on the project. A structure is any
32 equipment, facility, building, bridge, retaining wall, or tank extending four
33 feet or more above adjacent grade; or any facility less than four feet above
34 adjacent grade, and containing more than \$50,000 worth of electrical or
35 mechanical equipment. Poles, light standards, or antenna less than 50 feet
36 in height and less than two feet in diameter shall not be considered
37 structures. Builders Risk insurance, when required, shall be on an all-risk
38 policy form and shall insure against the perils of fire and extended coverage
39 and physical loss or damage including flood, earthquake, theft, vandalism,
40 malicious mischief and collapse. The Builders Risk insurance, when
41 required, shall include coverage for temporary buildings, debris removal,
42 and damage to materials in transit or stored off-site. Such insurance shall
43 cover “soft costs” including but not limited to design costs, licensing fees,
44 and architect’s and engineer’s fees. Builders Risk insurance shall be written

SPECIAL PROVISIONS - Continued

1 in the amount of the completed value of the applicable portions of the
2 project, with no coinsurance provisions.

3
4 The Builders Risk insurance covering the Work shall have a deductible of
5 \$5,000 for each occurrence, which will be the responsibility of the
6 Contractor. Higher deductibles for flood, earthquake and all other perils
7 may be accepted by the Contracting Agency upon written request by the
8 Contractor and written acceptance by the Contracting Agency. Any
9 increased deductibles accepted by the Contracting Agency will remain the
10 responsibility of the Contractor.

11
12 The Builders Risk insurance shall be maintained until the Physical
13 Completion Date.

14
15 The Contractor and the Contracting Agency waive all rights against each
16 other and any of their Subcontractors, lower tier Subcontractors, agents and
17 employees, each of the other, for damages caused by fire or other perils to
18 the extent covered by Builders Risk insurance or other property insurance
19 applicable to the work. The policies shall provide such waivers by
20 endorsement or otherwise.

21
22 Liability for facilities not covered by Builders Risk shall remain the
23 responsibility of the contractor.

24
25 **1-07.23 Public Convenience and Safety**

26
27 **1-07.23(1) Construction Under Traffic**

28 (May 2, 2017 G&O GSP)

29
30 Delete the second paragraph of this Section and replace it with the following:

31
32 To disrupt public traffic as little as possible, the Contractor shall permit traffic
33 to pass through the Work with the least possible inconvenience or delay.
34 The Contractor shall maintain existing roads, streets, sidewalks, and paths
35 within the project limits, keeping them open, and in good, clean, safe
36 condition at all times. Accessibility to existing or temporary pedestrian push
37 buttons shall not be impaired. Deficiencies caused by the Contractor's
38 operations shall be repaired at the Contractor's expense. Deficiencies not
39 caused by the Contractor's operations shall be repaired by the Contractor
40 when directed in writing by the Engineer, at the Contracting Agency's
41 expense. The Contractor shall also maintain roads, streets, sidewalks, and
42 paths adjacent to the project limits when affected by the Contractor's
43 operations. Snow and ice control will be performed by the Contracting

SPECIAL PROVISIONS - Continued

1 Agency or the Project will be shutdown at the Contracting Agency's
2 discretion. The Contractor shall perform the following:

- 3
- 4 1. Remove or repair any condition resulting from the Work that
5 might impede traffic or create a hazard.
- 6
- 7 2. Keep existing traffic signal and street lighting systems in
8 operation as the Work proceeds.
- 9
- 10 3. Maintain the striping on the roadway.
- 11
- 12 4. Maintain existing permanent signing.
- 13
- 14 5. Keep drainage systems clean and allow for unobstructed flow
15 of water.
- 16

17 **1-07.24 Rights of Way**

18 (July 20, 2020 G&O GSP)

19
20 Delete this section in its entirety, and replace it with the following:

21
22 Street right of way lines, limits of easements, and limits of construction
23 permits are indicated in the Plans. The Contractor's construction activities
24 shall be confined within these limits, unless arrangements for use of private
25 property are made.

26
27 Generally, the Contracting Agency will have obtained, prior to bid opening,
28 all rights of way and easements, both permanent and temporary, necessary
29 for carrying out the Work. Exceptions to this are noted in the Bid Documents
30 or will be brought to the Contractor's attention by a duly issued Addendum.

31
32 Whenever any of the Work is accomplished on or through property other
33 than public right of way, the Contractor shall meet and fulfill all covenants
34 and stipulations of any easement agreement obtained by the Contracting
35 Agency from the owner of the private property. Copies of the easement
36 agreements may be included in the Contract Provisions or made available
37 to the Contractor as soon as practical after they have been obtained by the
38 Engineer.

39
40 The Contractor shall not proceed with any portion of the Work in areas
41 where right of way, easements or rights of entry have not been acquired
42 until the Engineer certifies to the Contractor that the right of way or
43 easement is available or that the right of entry has been received.

SPECIAL PROVISIONS - Continued

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

17

18 **PUBLIC NOTIFICATION**

19

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

24

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

27

28 Notification shall be made to ensure that:

29

30 1. Parked vehicles are moved;

31

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

33

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

36

37 Notification shall be as follows:

38

39 A. Pre-notification to residents, and businesses shall be provided
40 indicating the Contractor's intended construction schedule.
41 This notification shall precede the Work by a minimum of
42 10 calendar days. Wording shall be approved by the
43 Contracting Agency prior to the performance of any Work.

44

SPECIAL PROVISIONS - Continued

1 B. Final notification shall state the exact construction start date,
2 after which any private improvements that remain within the
3 right-of-way and/or easements will be subject to removal or
4 relocation by the Contractor as indicated on the Plans and
5 Section 1-07.16. This notification shall be made a minimum
6 of 2 working days in advance of the construction start date.
7

8 Any delay or shut down in the continuous prosecution of the Work, as
9 specified, shall require another notification as described herein.
10

11 **Payment**

12
13 All costs to comply with this Section are incidental to the Contract and are
14 the responsibility of the Contractor. The Contractor shall include all related
15 costs in the bid prices of the Contract.
16

17 **1-08 PROSECUTION AND PROGRESS**

18
19 Add the following new section:
20

21 **1-08.0 Preliminary Matters (New Section)**
22 (May 25, 2006 APWA GSP)
23

24 **1-08.0(1) Preconstruction Conference**
25 (October 10, 2008 G&O GSP)
26

27 Prior to the Contractor beginning the Work, a preconstruction conference
28 will be held between the Contractor, the Contracting Agency, the Engineer
29 and such other persons as may be invited. The purpose of the
30 preconstruction conference will be:
31

- 32 1. To review the initial progress schedule;
- 33
- 34 2. To establish a working understanding among the various
35 persons associated with or affected by the Work;
- 36
- 37 3. To establish and review procedures for progress payment,
38 notifications, approvals, submittals, etc.;
- 39
- 40 4. To establish normal working hours for the Work;
- 41
- 42 5. To review traffic control; and
- 43
- 44 6. To discuss such other related items as may be pertinent to the
45 Work.

SPECIAL PROVISIONS - Continued

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

1. Breakdown of all lump sum items in the Proposal;
2. A preliminary schedule for 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:

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

SPECIAL PROVISIONS - Continued

- 1 consultants when, in the opinion of the Engineer, such work
2 necessitates their presence.)
3
4 2. Considering the Work performed on Saturdays, Sundays, and
5 holidays as working days with regard to the contract time.
6
7 3. Considering multiple work shifts as multiple working days with
8 respect to contract time even though the multiple shifts occur in a
9 single 24-hour period.
10
11 4. If a 4-10 work schedule is requested and approved the non working
12 day for the week will be charged as a working day.
13
14 5. If Davis Bacon wage rates apply to this Contract, all requirements
15 must be met and recorded properly on certified payroll
16

17 **1-08.1 Subcontracting**

18
19 **1-08.1(7)A Payment Certification**

20 (December 30, 2022 APWA GSP)

21
22 Revise this Section to read "Vacant."
23

24 **1-08.3(2)A Type A Progress Schedule**

25 (December 30, 2022 APWA GSP)

26
27 Revise this section to read:
28

29 The Contractor shall submit one copy of a Type A Progress Schedule no
30 later than at the preconstruction conference, or some other mutually agreed
31 upon submittal time. The schedule may be a critical path method (CPM)
32 schedule, bar chart, or other standard schedule format. Regardless of which
33 format used, the schedule shall identify the critical path. The Engineer will
34 evaluate the Type A Progress Schedule and approve or return the schedule
35 for corrections within 15 calendar days of receiving the submittal.
36

37 **1-08.3(2)D Weekly Look-Ahead Schedule**

38 (August 2009 G&O GSP)

39
40 This Section is supplemented with the following:
41

42 The Contractor shall attend a weekly construction meeting with the
43 Contracting Agency. The meeting will include discussion of the weekly
44 look-ahead schedule, status of the Work, utility coordination, and traffic

SPECIAL PROVISIONS - Continued

1 control. The Contractor's superintendent/foreman shall attend and
2 participate in the weekly construction meeting.

3

4 **1-08.4 Prosecution of Work**

5 (January 13, 2023 G&O GSP)

6

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

8

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

13

14 **1-08.5 Time for Completion**

15 (May 4, 2022 G&O GSP)

16

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

18

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

33

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

40

41 The Contract time shall begin on the first working day following the 10th
42 calendar day after the issuance of the written notice to proceed or the first
43 day on which the Contractor begins to perform Work on the site, whichever
44 first occurs. The Contract Provisions may specify another starting date for

SPECIAL PROVISIONS - Continued

1 the Contract time, in which case time will begin on the starting date
2 specified.

3
4 Each working day shall be charged to the Contract as it occurs until the
5 Work is physically complete. If requested by the Contractor in writing, the
6 Engineer will provide the Contractor with a weekly statement that shows the
7 number of working days: (1) charged to the Contract the week before; (2)
8 specified for the substantial and physical completion of the Contract; and
9 (3) remaining for the substantial and physical completion of the Contract.
10 The statement will also show the nonworking days and any partial or whole
11 days that the Engineer determines to be unworkable. If the Contractor
12 disagrees with any statement issued by the Engineer, the Contractor shall
13 submit a written protest within 10 calendar days after the date of the
14 statement. The protest shall be sufficiently detailed to enable the Engineer
15 to ascertain the basis for the dispute and the amount of time disputed. Any
16 statement that is not protested by the Contractor as required in this Section
17 shall be deemed as having been accepted. If the Contractor elects to work
18 10 hours a day for four days a week (a 4-10 schedule), the fifth day of the
19 week of that week will be charged as a working day if that day would be
20 chargeable as a working day if the Contractor had not elected to utilize the
21 4-10 schedule.

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

- 27
- 28 1. The physical Work on the project must be complete; and
 - 29
30 2. The Contractor must furnish all documentation required by the
31 Contract and required by law, to allow the Contracting Agency
32 to process final acceptance of the Contract. The following
33 documents must be received by the Project Engineer prior to
34 establishing a Completion Date:
 - 35 a. Certified payrolls (per Section 1-07.9(5));
 - 36
37 b. Material acceptance certification documents;
 - 38
39 c. Final Contract Voucher certification;
 - 40
41 d. Property owner releases required by Section 1-07.24.
 - 42
43

SPECIAL PROVISIONS - Continued

1 e. Affidavits of Wages Paid for the Contractor and all
2 Subcontractors must be submitted to the Contracting
3 Agency.

4
5 f. A copy of the Notice of Termination sent to the
6 Washington State Department of Ecology (Ecology);
7 the elapse of 30 calendar days from the date of receipt
8 of the Notice of Termination by Ecology; and no
9 rejection of the Notice of Termination by Ecology. This
10 requirement will not apply if the Construction
11 Stormwater General Permit is transferred back to the
12 Contracting Agency in accordance with
13 Section 8-01.3(16).

14
15 **1-08.8 Extension of Time**
16 (February 15, 2008 G&O GSP)

17
18 Delete Item 6 of the third paragraph and replace it with the following:

- 19
20 6. If the actual quantity of Work performed for a bid item was more than
21 the original Plan quantity and increased the duration of a critical
22 activity, and if the total extended bid price for that item at time of
23 award was equal to or greater than 10 percent of the total Contract
24 price at time of award. Extensions of time will be limited to only those
25 bid items where the quantity exceeded the original Plan quantity by
26 25 percent or more.

27
28 **1-08.9 Liquidated Damages**
29 (June 16, 2006 G&O GSP)

30
31 Delete this Section and replace it with the following:

32
33 Time is of the essence of this Contract. All of the Work shall be completed
34 within the time limits set forth in the Contract, and the Contractor's
35 unexcused failure to do so shall result in liquidated damages being
36 assessed as provided in the Contract Provisions.

- 37
38 a. The Contractor acknowledges that the Contracting Agency will suffer
39 monetary damages in the event of an unexcused delay in the
40 substantial completion and physical completion of the Work. If the
41 Contractor fails, without excuse under the Contract, or otherwise
42 refuses to complete the Work within the Contract time, or any
43 extension thereof granted by the Contracting Agency, the Contractor
44 agrees to pay to the Contracting Agency the amount specified in the
45 Contract Provisions, not as a penalty, but as liquidated damages for

SPECIAL PROVISIONS - Continued

1 such breach of the Contract, for each day that the Contractor shall
2 be in default after the time stipulated in the Contract for substantial
3 completion and physical completion of the Work.

- 4
5 b. The amount of liquidated damages is fixed and agreed upon by and
6 between the Contractor and the Contracting Agency because of the
7 impracticability and extreme difficulty of determining the actual
8 damages that the Contracting Agency would sustain. The amount of
9 liquidated damages is specifically agreed to be a reasonable
10 approximation of the damages which the Contracting Agency would
11 sustain as a result of an unexcused delay in the substantial
12 completion and the physical completion of the Work. The
13 Contracting Agency may retain liquidated damages from progress
14 payments that otherwise would be due to the Contractor.

15
16 **1-09 MEASUREMENT AND PAYMENT**

17
18 **1-09.2(1) General Requirements for Weighing Equipment**

19 (December 30, 2022 APWA GSP, Option 2)

20
21 Revise item 4 of the fifth paragraph to read:

- 22
23 4. Test results and scale weight records for each day's hauling
24 operations are provided to the Engineer daily. Reporting shall utilize
25 WSDOT form 422-027, Scaleman's Daily Report, unless the printed
26 ticket contains the same information that is on the Scaleman's Daily
27 Report Form. The scale operator must provide AM and/or PM tare
28 weights for each truck on the printed ticket.

29
30 **1-09.2(5) Measurement**

31 (December 30, 2022 APWA GSP)

32
33 Revise the first paragraph to read:

34
35 **Scale Verification Checks** – At the Engineer's discretion, the Engineer
36 may perform verification checks on the accuracy of each batch, hopper, or
37 platform scale used in weighing contract items of Work.

SPECIAL PROVISIONS - Continued

1 **1-09.6 Force Account**

2 (January 17, 2023 G&O GSP)

3
4 Delete this Section and replace it with the following:

5
6 The terms of the Contract or of a change order may call for work or material
7 to be paid for by force account. If so, then the force account work will be
8 paid for as described in paragraph c below.

9
10 The cost to be included in the equitable adjustment for any changes directed
11 or approved in accordance with Section 1-04.4, will be determined by one
12 or more of the following methods:

- 13
14 a. Contract unit bid prices previously approved; or
15
16 b. If there are no unit bid prices, an agreed lump sum; or
17
18 c. If the amount of the adjustment cannot be agreed upon in
19 advance or in the manner provided in subparagraph a. or b.
20 above, the cost will be determined by the actual cost of:

- 21
22 1. Labor including working foremen. Labor rates will
23 include the basic wage and fringe benefits, current
24 rates for Federal Insurance Compensation Act (FICA),
25 Federal Unemployment Tax Act (FUTA) and State
26 Unemployment Tax Act (SUTA), and the company's
27 present rates for medical aid and industrial insurance
28 premiums. Labor reimbursement calculations will be
29 based on a "Labor List" (List) prepared and submitted
30 by the Contractor and any Subcontractor before the
31 Contractor commences force account Work. The
32 Engineer may compare the List to payrolls and other
33 documents and may at any time, require the Contractor
34 to submit a new List.

35
36 In the event that an acceptable List is not received by
37 the time that force account calculations are begun, the
38 Engineer will develop a List unilaterally, utilizing the
39 best data available;

- 40
41 2. Materials and equipment incorporated permanently
42 into the Work;
43
44 3. The ownership or rental cost of equipment during the
45 time of use on the extra Work. Equipment rates shall

SPECIAL PROVISIONS - Continued

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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

4. 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.

SPECIAL PROVISIONS - Continued

1 **1-09.7 Mobilization**

2 (June 6, 2006, G&O GSP)

3
4 Delete the second and third paragraph of this Section. This Section is
5 supplemented with the following:

6
7 Throughout construction and until the Physical Completion Date, the
8 Contractor shall thoroughly comb and search the Work site and surrounding
9 area and remove any waste construction material, empty containers, litter
10 and other debris, whether or not deposited by the Contractor, and tidy up
11 the surrounding general area to make it neat in appearance.

12 **ROUTINE CLEANING**

13
14
15 A. General:

- 16
17 1. Maintain all stored materials and equipment in an orderly
18 fashion allowing maximum access, not impeding drainage,
19 pedestrian or vehicle traffic.
20
21 2. Do not allow the accumulation of scrap, waste material, used
22 containers, debris and other items not required for the Work.
23
24 3. At least once a week, and more often if necessary, completely
25 remove all scrap, debris, and waste material from the Work
26 site.
27
28 4. Provide adequate storage for all materials awaiting removal
29 from the Work site, observing all requirements for fire
30 protection and protection of the environment.

31
32 B. Site:

- 33
34 1. Daily, and more often if necessary, inspect the Work site and
35 pick up all scrap, debris, and waste material. Remove all such
36 items to the place designated for their storage until they can
37 be disposed of.
38
39 2. Weekly, and more often if necessary, inspect the arrangement
40 of all materials and equipment stored on the Work site, re-
41 stack, tidy or otherwise rearrange them to meet the
42 requirements above.
43
44 3. Maintain the Work site at all times in a neat and orderly
45 condition meeting the approval of the Contracting Agency.

SPECIAL PROVISIONS - Continued

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FINAL CLEANING

A. General:

Prior to final inspection, remove from the Work site all tools, surplus materials, equipment, scrap, debris and waste. The Contractor shall thoroughly comb and search the surrounding area and remove any debris of any kind and tidy up the general area to make it neat in appearance, including removal of debris not deposited by the Contractor's operations.

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.

SPECIAL PROVISIONS - Continued

1 **1-09.8 Payment for Material on Hand**

2 (June 16, 2006 G&O GSP)

3
4 Delete the first paragraph of this Section and replace it with the following:

5
6 The Contracting Agency may reimburse the Contractor for 90 percent of the
7 invoice amount of the material and equipment purchased before their
8 incorporation into the Work if they:

- 9
10 1. Meet the requirements of the Plans and Specifications;
- 11
12 2. Are delivered to or stockpiled near the Work site or to another
13 Engineer-approved storage site; and
- 14
15 3. Consist of: piping material, reinforcing steel, bronze plates,
16 structural steel; machinery; piling, timber and lumber (not
17 including forms and falsework), large signs unique to the
18 Work, prestressed concrete beams or girders, or other
19 material the Engineer may approve.

20
21 **1-09.9 Payments**

22 (January 13, 2023 G&O GSP)

23
24 This Section is revised to read:

25
26 The basis of payment will be the actual quantities of Work performed
27 according to the Contract and as specified for payment.

28
29 The Contractor shall submit a breakdown of the cost of lump sum bid items
30 at the Preconstruction Conference, to enable the Project Engineer to
31 determine the Work performed on a monthly basis. A breakdown is not
32 required for lump sum items that include a basis for incremental payments
33 as part of the respective Specification. Absent a lump sum breakdown, the
34 Project Engineer will make a determination based on information available.
35 The Project Engineer's determination of the cost of work shall be final.

36
37 Progress payments for completed work and material on hand will be based
38 upon progress estimates prepared by the Engineer. A progress estimate
39 cutoff date will be established at the preconstruction conference.

40
41 The initial progress estimate will be made not later than 30 days after the
42 Contractor commences the work, and successive progress estimates will
43 be made every month thereafter until the Completion Date. Progress
44 estimates made during progress of the work are tentative, and made only
45 for the purpose of determining progress payments. The progress estimates

SPECIAL PROVISIONS - Continued

1 are subject to change at any time prior to the calculation of the final
2 payment.

3
4 The value of the progress estimate will be the sum of the following:

- 5
6 1. Unit Price Items in the Bid Form — the approximate quantity of
7 acceptable units of work completed multiplied by the unit price.
8
9 2. Lump Sum Items in the Bid Form — based on the approved
10 Contractor's lump sum breakdown for that item, or absent such a
11 breakdown, based on the Engineer's determination.
12
13 3. Materials On Hand — 90 percent of invoiced cost of material
14 delivered to Job site or other storage area approved by the Engineer.
15
16 4. Change Orders — entitlement for approved extra cost or completed
17 extra work as determined by the Engineer.
18

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

- 21
22 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
23
24 2. The amount of progress payments previously made; and
25
26 3. Funds withheld by the Contracting Agency for disbursement in
27 accordance with the Contract Documents.
28

29 Progress payments for work performed shall not be evidence of acceptable
30 performance or an admission by the Contracting Agency that any work has
31 been satisfactorily completed. The determination of payments under the
32 contract will be final in accordance with Section 1-05.1.
33

34 Failure to perform any of the obligations under the Contract by the
35 Contractor may be decreed by the Contracting Agency to be adequate
36 reason for withholding any payments until compliance is achieved.
37

38 Upon completion of all Work and after final inspection (Section 1-05.11), the
39 amount due the Contractor under the Contract will be paid based upon the
40 final estimate made by the Engineer and presentation of a Final Contract
41 Voucher Certification to be signed by the Contractor. The Contractor's
42 signature on such voucher shall be deemed a release of all claims of the
43 Contractor unless a Certified Claim is filed in accordance with the
44 requirements of Section 1-09.11 and is expressly excepted from the
45 Contractor's certification on the Final Contract Voucher Certification. The

SPECIAL PROVISIONS - Continued

1 date the Contracting Agency signs the Final Contract Voucher Certification
2 constitutes the final acceptance date (Section 1-05.12).
3

4 If the Contractor fails, refuses, or is unable to sign and return the Final
5 Contract Voucher Certification or any other documentation required for
6 completion and final acceptance of the Contract, the Contracting Agency
7 reserves the right to establish a Completion Date (for the purpose of
8 meeting the requirements of RCW 60.28) and unilaterally accept the
9 Contract. Unilateral final acceptance will occur only after the Contractor has
10 been provided the opportunity, by written request from the Engineer, to
11 voluntarily submit such documents. If voluntary compliance is not achieved,
12 formal notification of the impending establishment of a Completion Date and
13 unilateral final acceptance will be provided by email with delivery
14 confirmation from the Contracting Agency to the Contractor, which will
15 provide 30 calendar days for the Contractor to submit the necessary
16 documents. The 30 calendar day period will begin on the date the email with
17 delivery confirmation is received by the Contractor. The date the Contracting
18 Agency unilaterally signs the Final Contract Voucher Certification shall
19 constitute the Completion Date and the final acceptance date
20 (Section 1-05.12). The reservation by the Contracting Agency to unilaterally
21 accept the Contract will apply to Contracts that are Physically Completed in
22 accordance with Section 1-08.5, or for Contracts that are terminated in
23 accordance with Section 1-08.10. Unilateral final acceptance of the
24 Contract by the Contracting Agency does not in any way relieve the
25 Contractor of their responsibility to comply with all Federal, State, tribal, or
26 local laws, ordinances, and regulations that affect the Work under the
27 Contract.
28

29 Payment to the Contractor of partial estimates, final estimates, and retained
30 percentages shall be subject to controlling laws.
31

32 **1-09.11(3) Time Limitation and Jurisdiction**
33 (December 30, 2022 APWA GSP)
34

35 Revise this section to read:
36

37 For the convenience of the parties to the Contract it is mutually agreed by
38 the parties that all claims or causes of action which the Contractor has
39 against the Contracting Agency arising from the Contract shall be brought
40 within 180 calendar days from the date of final acceptance
41 (Section 1-05.12) of the Contract by the Contracting Agency; and it is further
42 agreed that all such claims or causes of action shall be brought only in the
43 Superior Court of the county where the Contracting Agency headquarters is
44 located, provided that where an action is asserted against a county, RCW
45 36.01.050 shall control venue and jurisdiction. The parties understand and

SPECIAL PROVISIONS - Continued

1 agree that the Contractor's failure to bring suit within the time period
2 provided, shall be a complete bar to all such claims or causes of action. It
3 is further mutually agreed by the parties that when claims or causes of
4 action which the Contractor asserts against the Contracting Agency arising
5 from the Contract are filed with the Contracting Agency or initiated in court,
6 the Contractor shall permit the Contracting Agency to have timely access to
7 all records deemed necessary by the Contracting Agency to assist in
8 evaluating the claims or action.
9

10 **1-09.13(1)A General**

11 (December 30, 2022 APWA GSP)

12
13 Revise this section to read:

14
15 Prior to seeking claims resolution through arbitration or litigation, the
16 Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11.
17 The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full
18 as a condition precedent to the Contractor's right to seek claim resolution
19 through binding arbitration or litigation.
20

21 Any claims or causes of action which the Contractor has against the
22 Contracting Agency arising from the Contract shall be resolved, as
23 prescribed herein, through binding arbitration or litigation.
24

25 The Contractor and the Contracting Agency mutually agree that those
26 claims or causes of action which total \$1,000,000 or less, which are not
27 resolved by mediation, shall be resolved through litigation unless the parties
28 mutually agree in writing to resolve the claim through binding arbitration.
29

30 The Contractor and the Contracting Agency mutually agree that those
31 claims or causes of action in excess of \$1,000,000, which are not resolved
32 by mediation, shall be resolved through litigation unless the parties mutually
33 agree in writing to resolve the claim through binding arbitration.
34

35 **1-09.13(3)A Arbitration General**

36 (January 19, 2022 APWA GSP)

37
38 Revise the third paragraph to read:

39
40 The Contracting Agency and the Contractor mutually agree to be bound by
41 the decision of the arbitrator, and judgment upon the award rendered by the
42 arbitrator may be entered in the Superior Court of the county in which the
43 Contracting Agency's headquarters is located, provided that where claims
44 subject to arbitration are asserted against a county, RCW 36.01.050 shall
45 control venue and jurisdiction of the Superior Court. The decision of the

SPECIAL PROVISIONS - Continued

1 arbitrator and the specific basis for the decision shall be in writing. The
2 arbitrator shall use the Contract as a basis for decisions.

3

4 **1-09.13(4) Venue for Litigation**

5 (December 30, 2022 APWA GSP)

6

7 Revise this section to read:

8

9 Litigation shall be brought in the Superior Court of the county in which the
10 Contracting Agency's headquarters is located, provided that where claims
11 are asserted against a county, RCW 36.01.050 shall control venue and
12 jurisdiction of the Superior Court. It is mutually agreed by the parties that
13 when litigation occurs, the Contractor shall permit the Contracting Agency
14 to have timely access to all records deemed necessary by the Contracting
15 Agency to assist in evaluating the claims or action.

16

17 **1-10 TEMPORARY TRAFFIC CONTROL**

18

19 **1-10.2(1) General**

20

21 This Section is supplemented with the following:

22

23 (October 3, 2022 WSDOT GSP)

24

The Traffic Control Supervisor shall be certified by one of the following:

25

26 The Northwest Laborers-Employers Training Trust
27 27055 Ohio Ave.
28 Kingston, WA 98346
29 (360) 297-3035
30 <https://www.nwlett.edu>

31

32 Evergreen Safety Council
33 12545 135th Ave. NE
34 Kirkland, WA 98034-8709
35 1-800-521-0778
36 <https://www.esc.org>

37

38 The American Traffic Safety Services Association
39 15 Riverside Parkway, Suite 100
40 Fredericksburg, Virginia 22406-1022
41 Training Dept. Toll Free (877) 642-4637
42 Phone: (540) 368-1701
43 <https://atssa.com/training>

44

SPECIAL PROVISIONS - Continued

1 Integrity Safety
2 13912 NE 20th Ave.
3 Vancouver, WA 98686
4 (360) 574-6071
5 <https://www.integritysafety.com>
6

7 US Safety Alliance
8 (904) 705-5660
9 <https://www.ussafetyalliance.com>
10

11 K&D Services Inc.
12 2719 Rockefeller Ave.
13 Everett, WA 98201
14 (800) 343-4049
15 <https://www.kndsolutions.net>
16

17 **1-10.2(2) Traffic Control Plans**

18 (March 31, 2016 G&O GSP)

19
20 This Section is supplemented with the following:

21
22 If traffic control plans are not included in the Contract Documents, the
23 Contractor shall submit traffic control plans for the Engineer's review and
24 approval.
25

26 **1-10.4(1) Lump Sum Bid for Project (No Unit Items)**

27 (August 2, 2004 WSDOT GSP)

28
29 This Section is supplemented with the following:

30
31 The proposal contains the item "Project Temporary Traffic Control," lump
32 sum. The provisions of Section 1-10.4(1) shall apply.

DIVISION 2
EARTHWORK

1 **DIVISION 2**

2
3 **EARTHWORK**

4
5 **2-01 CLEARING, GRUBBING AND ROADSIDE CLEANUP**

6
7 **2-01.1 Description**

8 (December 7, 2006 G&O GSP)

9
10 This Section is supplemented with the following:

11
12 Clearing and grubbing on this project shall be performed within the
13 following limits:

14
15 Within the construction area of Upland Road and Overlake Drive West,
16 and within the right-of-way, utility easements, and construction easements
17 where required. The area to be cleared and grubbed shall extend to 1 foot
18 beyond the improvements (i.e., toe of fill, top of cut slope, fence, sidewalk,
19 pavement removal area, pavement, curb, etc.) unless indicated otherwise
20 on the Plans. The Contractor shall coordinate with the Engineer to protect
21 and leave in place those trees, landscaping, or other items specifically
22 identified to be saved. Where such is required, the Contractor shall flag
23 those trees, shrubs, etc., to identify to his workforce their need to be
24 saved.

25
26 Existing landscaping, including but not limited to, rockeries, beauty bark,
27 decorative gravel or rock, bushes, trees, and shrubbery within and/or
28 adjacent to the work areas shall be protected from damage and/or
29 removed and/or relocated as indicated on the Plans. The Contractor shall
30 provide protection, removal, temporary or permanent relocation, watering,
31 staking, etc., as directed by the Engineer.

32
33 Unless indicated otherwise on the Plans, the property owners shall be
34 allowed to remove and/or relocate trees, shrubs, irrigation, wood headers,
35 ornamental plants, and any other decorative landscaping materials within
36 the work areas that they wish to save. The Contractor shall notify both
37 verbally and in writing (by certified mail) all abutting property owners and
38 allow them a minimum of two weeks from the date the property owner is
39 notified for the property owner to remove landscaping within the work
40 area. The Contractor shall submit a checklist to the Contracting Agency
41 verifying notification of property owners of landscaping relocation
42 requirements. The Contractor shall remove and wastehaul all such items
43 not removed by the property owner. Prior to the removal of the
44 landscaping materials, the Contractor must receive approval from the
45 Engineer to begin this work.

SPECIAL PROVISIONS - Continued

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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

(March 6, 2016 G&O GSP)

This Section is supplemented with the following:

The lump sum contract price for “Clearing and Grubbing” shall include all costs associated with furnishing all labor, materials, tools, and equipment for completion of clearing and grubbing as indicated on the Plans and specified herein including, but not limited to, clearing and grubbing, wastehaul, notification/coordination with property owners and Contracting Agency, protecting landscaping to remain, restoration/replacement of those items identified to be saved that are damaged by the Contractor, and landscaping relocations as indicated on the Plans and specified herein.

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

SPECIAL PROVISIONS - Continued

1 footings and/or slabs, buried logs or debris, asphalt pavement, cement
2 concrete pavement, sidewalks, fences, landscaping items, rock walls,
3 guardrail, signs and any and all other structures and obstructions (unless
4 a separate bid item has been provided for this work). All salvageable
5 items shall be removed and delivered to the Contracting Agency unless
6 indicated otherwise on the Plans.

7
8 **2-02.3 Construction Requirements**

9 (January 7, 2013 G&O GSP)

10
11 This Section is supplemented with the following:

12
13 The removal of any existing improvements shall be conducted in such a
14 manner as not to damage utilities and any portion of the infrastructure that
15 is to remain in place. Any deviation in this matter will obligate the
16 Contractor at his own expense, to repair, replace or otherwise make
17 proper restoration to the satisfaction of the Contracting Agency.

18
19 When sawing of concrete or combinations of materials is required, the
20 depth of cut shall be as required to accomplish the intended purpose,
21 without damaging surfaces to be left in place and will be determined in the
22 field to the satisfaction of the Engineer.

23
24 Where the Plans call for the removal of a portion of an existing fence, the
25 Contractor shall furnish and install a new fence end post (and concrete
26 anchor) and attach or extend the existing fence that is to remain to the
27 new fence end post.

28
29 Unless otherwise indicated on the Plans or in the Special Provisions, all
30 structures, castings, pipe and other material of recoverable value removed
31 from the Project site shall be carefully salvaged and delivered to the
32 Owner of said utility items in good condition and in such order of salvage
33 as the Engineer may direct. Materials and other items deemed of no
34 value by the Engineer shall be promptly removed, loaded and
35 wastehauled by the Contractor and becomes his property, to be disposed
36 of at his discretion, in compliance with regulatory requirements.

37
38 Waste materials shall be loaded and hauled to a waste site secured by the
39 Contractor and shall be disposed of in such a manner as to meet all
40 requirements of state, county and municipal regulations regarding health,
41 safety and public welfare.

SPECIAL PROVISIONS - Continued

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 pre-cut 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.

SPECIAL PROVISIONS - Continued

1 **2-02.5 Payment**

2 (November 24, 2010 G&O GSP)

3
4 This Section is supplemented with the following:

5
6 All costs for sawcutting as indicated in the Plans and as may be
7 additionally necessary to construct the Project shall be included in the unit
8 contract and lump sum prices as listed in the Proposal. No additional or
9 separate payment will be made for sawcutting.

10
11 The lump sum contract price for "Removal of Structures and Obstructions"
12 shall be full compensation for furnishing all tools, labor, equipment,
13 materials, and incidentals necessary for removing, loading, hauling,
14 relocating, disposing of, and/or delivering items as noted herein and
15 directed in the field by the Resident Inspector, to include but not limited to,
16 fees and permits related to disposal. It shall also include furnishing and
17 installing new fence end posts (and concrete anchors), and attaching said
18 end posts to the existing fence that is to remain in place.

19
20 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**

21
22 **2-03.1 Description**

23 (March 17, 2016 G&O GSP)

24
25 This Section is supplemented with the following:

26
27 This work also includes wet weather and wet condition earthwork
28 measures.

29
30 **2-03.3 Construction Requirements**

31 (January 7, 2013 G&O GSP)

32
33 This Section is supplemented with the following:

34
35 The following items shall be followed if earthwork is to be performed in wet
36 weather or in wet conditions:

- 37
38 1. Earthwork shall be performed in small sections to minimize
39 exposure to wet weather. Excavation or the removal of unsuitable
40 soil shall be followed immediately by the placement and
41 compaction of a suitable thickness (generally eight inches or less)
42 of clean structural fill. The size and/or type of construction
43 equipment shall be selected as required to prevent soil disturbance.
44 In some instances, it may be necessary to limit equipment size to
45 minimize subgrade disturbance caused by equipment traffic.

SPECIAL PROVISIONS - Continued

- 1
2 2. During wet weather conditions, the allowable fines content of the
3 gravel borrow shall be reduced to no more than 5 percent by weight
4 based on the portion passing the 3/4-inch sieve. The sand
5 equivalent shall be 50 percent minimum.
6
7 3. The ground surface in the construction area shall be graded to
8 promote the rapid runoff of surface water and to prevent ponding of
9 water.
10
11 4. No soil should be left uncompacted and exposed to moisture. A
12 smooth drum vibratory roller, or equivalent, shall be used to seal
13 the ground surface.
14
15 5. Excavation and placement of fill or backfill material will be observed
16 by the Engineer, to determine that all work is being accomplished in
17 accordance with the project specifications.
18

19 **2-03.3(7)B Haul**

20 (January 7, 2013 G&O GSP)

21
22 Delete this Section and replace it with the following:

23
24 There shall be no separate payment for haul of excess or unsuitable
25 excavated material, or debris to the Contractor provided disposal site.
26 The Contracting Agency is not providing a disposal site for this Project. All
27 costs for haul shall be included in the bid prices for other work.
28

29 **2-03.3(7)C Contractor-Provided Disposal Site**

30 (January 7, 2013 G&O GSP)

31
32 Delete the first paragraph and replace it with the following:

33
34 The Contractor shall arrange for the disposal of the excess or unsuitable
35 excavated material, or other materials at no expense to the Contracting
36 Agency.
37

38 **2-03.3(10) Selected Material**

39 (May 5, 2016 G&O GSP)

40
41 Delete the second paragraph and insert the following in its place:

42
43 **Direct Hauling.** If it is practical, the Contractor shall haul selected
44 material immediately from the excavation to its final place on the

SPECIAL PROVISIONS - Continued

1 Roadbed. The Contracting Agency will pay for such Work at the unit
2 Contract price for "Excavation, Embankment and Grading, Incl. Haul."

3

4 Delete the fifth paragraph and insert the following in its place:

5

6 There will be not additional payment for hauling, handling and stockpiling
7 selected materials.

8

9 **2-03.3(12) Overbreak**

10

11 Delete the last sentence in this Section.

12

13 **2-04 HAUL**

14

15 **2-04.1 Description**

16 (June 16, 2006 G&O GSP)

17

18 This Section is supplemented with the following:

19

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

24

25 **2-06 SUBGRADE PREPARATION**

26

27 **2-06.3(1) Subgrade for Surfacing**

28 (June 16, 2006 G&O GSP)

29

30 This Section is supplemented with the following:

31

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

34

35 **2-07 WATERING**

36

37 **2-07.3 Construction Requirements**

38 (November 24, 2010 G&O GSP)

39

40 This Section is supplemented with the following:

41

42 During construction, the Contractor shall have dedicated to the Project a
43 suitable water truck that shall be operated as necessary to control dust.
44 Failure to have a water truck immediately accessible to the job and failure

SPECIAL PROVISIONS - Continued

1 to use a water truck for dust control shall be adequate reason for the
2 Engineer to issue a suspension of work.

3
4 Water for this Project may be obtained from the City of Bellevue. A
5 hydrant permit will be required to be secured by the Contractor for any
6 necessary water.

7
8 Water will be provided at the convenience of the City of Bellevue and shall
9 be used sparingly and not wasted. The City of Bellevue reserves the right
10 to control the location and use of water based on the City's own needs.

11
12 **2-07.5 Payment**

13 (May 5, 2016 G&O GSP)

14
15 This Section is supplemented with the following:

16
17 The cost for all water permit(s), and furnishing and placing water shall be
18 included in various unit contract and lump sum prices bid.

19
20 **2-09 STRUCTURE EXCAVATION**

21
22 **2-09.3(1) General Requirements**

23 (August 1, 2009 G&O GSP)

24
25 This Section is supplemented with the following:

26
27 When any Work is being considered by the Contractor in the vicinity of an
28 existing utility, the Contractor shall so inform an authority of the particular
29 utility in ample time so that the utility involved and the Contractor may take
30 any precautions necessary to facilitate construction in the vicinity of the
31 utility, and thereby protect that particular utility from damage.

32
33 **Protecting and Maintaining Utility Service**

34
35 The Contractor shall protect and maintain the operational service of
36 existing utility systems in a continuous manner as possible. The
37 Contractor shall have the approval from the Engineer and notification shall
38 be given to the Contracting Agency before any disruptions of service in
39 existing utilities will be allowed. The Contractor shall comply with all the
40 conditions established by the Engineer and the Contracting Agency. The
41 Contractor shall give the utility owner a minimum notice of 48 hours before
42 disrupting any planned service interruption. No planned interruption to an
43 existing system shall be allowed on Fridays, weekends, or holidays,
44 unless specifically agreed to in writing by the Contracting Agency. Where
45 services are to be shut down, affected parties shall be notified in writing by

SPECIAL PROVISIONS - Continued

1 the Contractor (i.e., door hangers) at least 48 hours and not more than
2 72 hours in advance of the time and period of shut down. The Contractor
3 shall make every effort to keep shut down schedules to periods of
4 anticipated minimum usage and for the least period of time.
5

6 Where the construction crosses or is adjacent to existing utilities, the
7 Contractor shall exercise extreme care to protect such utilities from
8 damage. Additionally, the Contractor shall review the Plans, the project
9 site and familiarize himself with the various utilities and plan his
10 construction activities in recognition that the very close proximity of
11 existing utilities to the proposed work will adversely affect production rates
12 of installation of the various planned improvements. The Contractor is
13 hereby advised and cautioned that the location of existing utilities will be
14 cause for considerable and extreme care and due diligence on the part of
15 the Contractor. As such, work production rates are anticipated to be
16 significantly impacted by their presence and normal production rates
17 should not be anticipated, during construction by the Contractor for work in
18 these areas. The Contractor shall anticipate minor alignment adjustments
19 will also be required to accommodate the installation of utilities.
20

21 **2-09.3(5) Locating Utilities (New Section)**

22 (March 3, 2011 G&O GSP)
23

24 A reasonable attempt has been made to locate known existing utilities; however,
25 the exact location, and/or depth is unknown in most instances. It shall be the
26 responsibility of the Contractor to locate existing utilities, to include their
27 respective depths.
28

29 The Contractor shall provide field exploration through vacuum excavation,
30 potholing or other suitable means to locate more precisely existing underground
31 utilities as to location and depth. The Contractor shall decide on the difficulties to
32 be encountered in constructing the project, and determine therefrom the extent of
33 exploration required to expedite the construction to first prevent damage to those
34 utilities, and secondly to determine if the new construction is to go around, over
35 or under the existing utility. Where underground utilities are found to be in the
36 way of construction, such condition shall not be deemed to be a changed or
37 differing site condition, and if necessary, minor pipe alignment or grade will be
38 modified at no additional cost to the Contracting Agency. At a minimum,
39 potholing will be required at all utility interties prior to trench excavation for
40 connections and at all major utility crossings, and potential conflicts noted by
41 underground location notification as may be directed by the Engineer. See
42 Contract Plans for additional specific locations.
43

SPECIAL PROVISIONS - Continued

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

1 **DIVISION 3**

2 **AGGREGATE PRODUCTION AND ACCEPTANCE**

3
4
5 **3-01 PRODUCTION FROM QUARRY AND PIT SITES**

6
7 **3-01.2 Material Sources, General Requirement**

8
9 **3-01.2(1) Approval of Source**

10 (August 16, 2012 G&O GSP)

11
12 This Section is supplemented with the following:

13
14 The Contractor is responsible for all costs associated with approval of the
15 material source.

DIVISION 4

BASES

1 **DIVISION 4**

2
3 **BASES**

4
5 **4-04 BALLAST AND CRUSHED SURFACING**

6
7 **4-04.4 Measurement**

8 (March 17, 2016 G&O GSP)

9
10 Delete the last sentence in this Section and replace with the following:

11
12 No measurement will be made for water used in placing and compacting
13 surfacing materials.

14
15 **4-04.5 Payment**

16 (March 17, 2016 G&O GSP)

17
18 This Section is supplemented with the following:

19
20 The unit contract prices for the various types of ballast, structural fill,
21 crushed surfacing base course, and crushed surfacing top course materials
22 shall include all costs for obtaining the materials, hauling the materials to
23 the site, stockpiling, spreading, grading, shaping, moisture conditioning,
24 compacting, material and compaction testing, and all other incidentals,
25 complete, in place. Asphalt grindings are not subject to reimbursement
26 under any of these bid items.

DIVISION 5

SURFACE TREATMENTS AND PAVEMENTS

1 **DIVISION 5**

2
3 **SURFACE TREATMENTS AND PAVEMENTS**

4
5 **5-04 HOT MIX ASPHALT**

6 (March 23, 2022 G&O GSP)

7
8 Delete this entire section with the exception of 5-04.2(1), and replace it with the
9 following:

10
11 **5-04.1 Description**

12
13 This Work shall consist of providing and placing one or more layers of plant-
14 mixed hot mix asphalt (HMA) on a prepared foundation or base in
15 accordance with these Specifications and the lines, grades, thicknesses,
16 and typical cross-sections shown in the Plans. The manufacture of HMA
17 may include warm mix asphalt (WMA) processes in accordance with these
18 Specifications. WMA processes include organic additives, chemical
19 additives, and foaming.

20
21 HMA shall be composed of asphalt binder and mineral materials as may
22 be required, mixed in the proportions specified to provide a homogeneous,
23 stable, and workable mixture.

24
25 **5-04.2 Materials**

26
27 Materials shall meet the requirements of the following sections:

28

29 Asphalt Binder	9-02.1(4)
30 Cationic Emulsified Asphalt	9-02.1(6)
31 Anti-Stripping Additive	9-02.4
32 HMA Additive	9-02.5
33 Aggregates	9-03.8
34 Recycled Asphalt Pavement	9-03.8(3)B
35 Mineral Filler	9-03.8(5)
36 Recycled Material	9-03.21
37 Portland Cement	9-01
38 Sand	9-03.1(2).
39 (As noted in 5-04.3(5)C for crack sealing)	
40 Joint Sealant	9-04.2
41 Foam Backer Rod	9-04.2(3)A

42

43 The Contract documents may establish that the various mineral materials
44 required for the manufacture of HMA will be furnished in whole or in part by
45 the Contracting Agency. If the documents do not establish the furnishing of

SPECIAL PROVISIONS - Continued

1 any of these mineral materials by the Contracting Agency, the Contractor
2 shall be required to furnish such materials in the amounts required for the
3 designated mix. Mineral materials include coarse and fine aggregates, and
4 mineral filler.

5
6 The Contractor may choose to utilize recycled asphalt pavement (RAP) in
7 the production of HMA. The RAP may be from pavements removed under
8 the Contract, if any, or pavement material from an existing stockpile.

9
10 The Contractor may use up to 20 percent RAP by total weight of HMA with
11 no additional sampling or testing of the RAP. The RAP shall be sampled
12 and tested at a frequency of one sample for every 1,000 tons produced and
13 not less than ten samples per project. The asphalt content and gradation
14 test data shall be reported to the Contracting Agency when submitting the
15 mix design for approval on the QPL. The Contractor shall include the RAP
16 as part of the mix design as defined in these Specifications.

17
18 The grade of asphalt binder shall be as required by the Contract. Blending
19 of asphalt binder from different sources is not permitted.

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

25
26 Production of aggregates shall comply with the requirements of
27 Section 3-01.

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

32
33 **5-04.2(2) Mix Design – Obtaining Project Approval**

34
35 *ESALs*

36
37 The number of ESALs for the design and acceptance of the HMA shall be
38 0.3 to < 3 million.

39
40 Commercial HMA shall be an HMA Cl. 1/2" PG 58H-22 design mix.

41
42 No paving shall begin prior to the approval of the mix design by the
43 Engineer.

44

SPECIAL PROVISIONS - Continued

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

3
4 **Commercial** evaluation will be used for Commercial HMA and for other
5 classes of HMA in the following applications: sidewalks, road approaches,
6 ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other
7 nonstructural applications of HMA accepted by commercial evaluation shall
8 be as approved by the Project Engineer. Sampling and testing of HMA
9 accepted by commercial evaluation will be at the option of the Project
10 Engineer. The Proposal quantity of HMA that is accepted by commercial
11 evaluation will be excluded from the quantities used in the determination of
12 nonstatistical evaluation.

13
14 **Nonstatistical Mix Design.** Fifteen days prior to the first day of
15 paving the contractor shall provide one of the following mix design
16 verification certifications for Contracting Agency review:

- 17
18 • The WSDOT Mix Design Evaluation Report from the current WSDOT
19 QPL, or one of the mix design verification certifications listed below.
20
21 • The proposed HMA mix design on WSDOT Form 350-042 with the
22 seal and certification (stamp & signature) of a valid licensed
23 Washington State Professional Engineer.
24
25 • The Mix Design Report for the proposed HMA mix design developed
26 by a qualified City or County laboratory that is within one year of the
27 approval date.**

28
29 The mix design shall be performed by a lab accredited by a national
30 authority such as Laboratory Accreditation Bureau, L-A-B for Construction
31 Materials Testing, The Construction Materials Engineering Council
32 (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall
33 supply evidence of participation in the AASHTO resource proficiency
34 sample program.

35
36 Mix designs for HMA accepted by Nonstatistical evaluation shall:

- 37
38 • Have the aggregate structure and asphalt binder content determined
39 in accordance with WSDOT Standard Operating Procedure 732 and
40 meet the requirements of Sections 9-03.8(2), except that Hamburg
41 testing for ruts and stripping are at the discretion of the Engineer, and
42 9-03.8(6).
43
44 • Have anti-strip requirements, if any, for the proposed mix design
45 determined in accordance with AASHTO T 283 or T 324, or based

SPECIAL PROVISIONS - Continued

1 on historic anti-strip and aggregate source compatibility from
2 previous WSDOT lab testing.
3

4 At the discretion of the Engineer, agencies may accept verified mix designs
5 older than 12 months from the original verification date with a certification
6 from the Contractor that the materials and sources are the same as those
7 shown on the original mix design.
8

9 **Commercial Evaluation** Approval of a mix design for “Commercial
10 Evaluation” will be based on a review of the Contractor’s submittal of
11 WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation
12 is not required) or a Mix Design from the current WSDOT QPL or from one
13 of the processes allowed by this section. Testing of the HMA by the
14 Contracting Agency for mix design approval is not required.
15

16 **5-04.2(2)B Using Warm Mix Asphalt Processes**
17

18 The Contractor may elect to use additives that reduce the optimum mixing
19 temperature or serve as a compaction aid for producing HMA. Additives
20 include organic additives, chemical additives and foaming processes. The
21 use of Additives is subject to the following:
22

- 23 • Do not use additives that reduce the mixing temperature more than
24 allowed in Section 5-04.3(6) in the production of mixtures.
- 25
- 26 • Before using additives, obtain the Engineer’s approval using
27 WSDOT Form 350-076 to describe the proposed additive and
28 process.
29

30 **5-04.3 Construction Requirements**
31

32 **5-04.3(1) Weather Limitations**
33

34 Do not place HMA for wearing course on any Traveled Way beginning
35 October 1st through March 31st of the following year without written
36 concurrence from the Engineer.
37

38 Do not place HMA on any wet surface, or when the average surface
39 temperatures are less than those specified below, or when weather
40 conditions otherwise prevent the proper handling or finishing of the HMA.
41
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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

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:

- 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

SPECIAL PROVISIONS - Continued

1 circulating system for the asphalt binder shall be designed to ensure
2 proper and continuous circulation during the operating period. A
3 valve for the purpose of sampling the asphalt binder shall be placed
4 in either the storage tank or in the supply line to the mixer.
5

6 2. **Thermometric Equipment** – An armored thermometer, capable of
7 detecting temperature ranges expected in the HMA mix, shall be
8 fixed in the asphalt binder feed line at a location near the charging
9 valve at the mixer unit. The thermometer location shall be convenient
10 and safe for access by Inspectors. The plant shall also be equipped
11 with an approved dial-scale thermometer, a mercury actuated
12 thermometer, an electric pyrometer, or another approved
13 thermometric instrument placed at the discharge chute of the drier to
14 automatically register or indicate the temperature of the heated
15 aggregates. This device shall be in full view of the plant operator.
16

17 3. **Heating of Asphalt Binder** – The temperature of the asphalt binder
18 shall not exceed the maximum recommended by the asphalt binder
19 manufacturer nor shall it be below the minimum temperature
20 required to maintain the asphalt binder in a homogeneous state. The
21 asphalt binder shall be heated in a manner that will avoid local
22 variations in heating. The heating method shall provide a continuous
23 supply of asphalt binder to the mixer at a uniform average
24 temperature with no individual variations exceeding 25 degrees F.
25 Also, when a WMA additive is included in the asphalt binder, the
26 temperature of the asphalt binder shall not exceed the maximum
27 recommended by the manufacturer of the WMA additive.
28

29 4. **Sampling and Testing of Mineral Materials** – The HMA plant shall
30 be equipped with a mechanical sampler for the sampling of the
31 mineral materials. The mechanical sampler shall meet the
32 requirements of Section 1-05.6 for the crushing and screening
33 operation. The Contractor shall provide for the setup and operation
34 of the field testing facilities of the Contracting Agency as provided for
35 in Section 3-01.2(2).
36

37 5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by
38 one of the following methods:
39

- 40 a. A mechanical sampling device attached to the HMA plant.
- 41
- 42 b. Platforms or devices to enable sampling from the hauling
43 vehicle without entering the hauling vehicle.
44
45

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

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

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

18
19 **5-04.3(3)C Pavers**

20
21 HMA pavers shall be self-contained, power-propelled units, provided with
22 an internally heated vibratory screed and shall be capable of spreading and
23 finishing courses of HMA plant mix material in lane widths required by the
24 paving section shown in the Plans.

25
26 The HMA paver shall be in good condition and shall have the most current
27 equipment available from the manufacturer for the prevention of
28 segregation of the HMA mixture installed, in good condition, and in working
29 order. The equipment certification shall list the make, model, and year of
30 the paver and any equipment that has been retrofitted.

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

41
42 When specified in the Contract, reference lines for vertical control will be
43 required. Lines shall be placed on both outer edges of the Traveled Way of
44 each Roadway. Horizontal control utilizing the reference line will be
45 permitted. The grade and slope for intermediate lanes shall be controlled

SPECIAL PROVISIONS - Continued

1 automatically from reference lines or by means of a mat referencing device
2 and a slope control device. When the finish of the grade prepared for paving
3 is superior to the established tolerances and when, in the opinion of the
4 Engineer, further improvement to the line, grade, cross-section, and
5 smoothness can best be achieved without the use of the reference line, a
6 mat referencing device may be substituted for the reference line.
7 Substitution of the device will be subject to the continued approval of the
8 Engineer. A joint matcher may be used subject to the approval of the
9 Engineer. The reference line may be removed after the completion of the
10 first course of HMA when approved by the Engineer. Whenever the
11 Engineer determines that any of these methods are failing to provide the
12 necessary vertical control, the reference lines will be reinstalled by the
13 Contractor.

14
15 The Contractor shall furnish and install all pins, brackets, tensioning
16 devices, wire, and accessories necessary for satisfactory operation of the
17 automatic control equipment.

18
19 If the paving machine in use is not providing the required finish, the
20 Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or
21 solvent type liquids spilled on the pavement shall be thoroughly removed
22 before paving proceeds.

23
24 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

25
26 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the
27 Engineer's approval, unless otherwise required by the contract.

28
29 Where an MTD/V is required by the contract, the Engineer may approve
30 paving without an MTD/V, at the request of the Contractor. The Engineer
31 will determine if an equitable adjustment in cost or time is due.

32
33 When used, the MTD/V shall mix the HMA after delivery by the hauling
34 equipment and prior to laydown by the paving machine. Mixing of the HMA
35 shall be sufficient to obtain a uniform temperature throughout the mixture.
36 If a windrow elevator is used, the length of the windrow may be limited in
37 urban areas or through intersections, at the discretion of the Engineer.

38
39 To be approved for use, an MTV:

- 40
41 1. Shall be self-propelled vehicle, separate from the hauling vehicle or
42 paver.
43
44 2. Shall not be connected to the hauling vehicle or paver.
45

SPECIAL PROVISIONS - Continued

- 1 3. May accept HMA directly from the haul vehicle or pick up HMA from
2 a windrow.
- 3
- 4 4. Shall mix the HMA after delivery by the hauling equipment and prior
5 to placement into the paving machine.
- 6
- 7 5. Shall mix the HMA sufficiently to obtain a uniform temperature
8 throughout the mixture.
- 9

10 To be approved for use, an MTD:

- 11
- 12 1. Shall be positively connected to the paver.
- 13
- 14 2. May accept HMA directly from the haul vehicle or pick up HMA from
15 a windrow.
- 16
- 17 3. Shall mix the HMA after delivery by the hauling equipment and prior
18 to placement into the paving machine.
- 19
- 20 4. Shall mix the HMA sufficiently to obtain a uniform temperature
21 throughout the mixture.
- 22

5-04.3(3)E Rollers

23
24
25 Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire
26 type, in good condition and capable of reversing without backlash.
27 Operation of the roller shall be in accordance with the manufacturer's
28 recommendations. When ordered by the Engineer for any roller planned for
29 use on the project, the Contractor shall provide a copy of the manufacturer's
30 recommendation for the use of that roller for compaction of HMA. The
31 number and weight of rollers shall be sufficient to compact the mixture in
32 compliance with the requirements of Section 5-04.3(10). The use of
33 equipment that results in crushing of the aggregate will not be permitted.
34 Rollers producing pickup, washboard, uneven compaction of the surface,
35 displacement of the mixture or other undesirable results shall not be used.

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

36
37
38
39 A treated surface includes cement concrete, asphalt concrete, brick, seal
40 coat, bituminous surface treatment and cement treated base. When the
41 treated surface or old base is irregular, the Contractor shall bring it to a
42 uniform grade and cross-section as shown on the Plans or approved
43 by the Engineer.

44

SPECIAL PROVISIONS - Continued

- 1 Preleveling of uneven or broken treated surfaces over which HMA is to be
- 2 placed may be accomplished by using an asphalt paver, a motor patrol
- 3 grader, or by hand raking, as approved by the Engineer.
- 4
- 5 Compaction of preleveling HMA shall be to the satisfaction of the Engineer
- 6 and may require the use of small steel wheel rollers, plate compactors, or
- 7 pneumatic rollers to avoid bridging across preleveled areas by the
- 8 compaction equipment. Equipment used for the compaction of preleveling
- 9 HMA shall be approved by the Engineer.
- 10
- 11 Before construction of HMA on an existing paved surface, the entire surface
- 12 of the pavement shall be clean. All fatty asphalt patches, grease drippings,
- 13 and other objectionable matter shall be entirely removed from the existing
- 14 pavement.
- 15
- 16 All treated surfaces over which HMA is to be placed shall be thoroughly
- 17 cleaned of dust, soil, pavement grindings, and other foreign matter. All holes
- 18 and small depressions shall be filled with an appropriate class of HMA.
- 19 The surface of the patched area shall be leveled and compacted thoroughly.
- 20 Prior to the application of tack coat, or paving, the condition of the surface
- 21 shall be approved by the Engineer.
- 22
- 23 A tack coat of asphalt shall be applied to all treated surfaces on which any
- 24 course of HMA is to be placed or abutted. Tack coat shall be uniformly
- 25 applied to cover the treated surface with a thin film of residual asphalt free
- 26 of streaks and bare spots at a rate between 0.02 and 0.10 gallons per
- 27 square yard of retained asphalt. The rate of application shall be approved
- 28 by the Engineer. A heavy application of tack coat shall be applied to all
- 29 joints. For Roadways open to traffic, the application of tack coat shall be
- 30 limited to surfaces that will be paved during the same working shift. The
- 31 spreading equipment shall be equipped with a thermometer to indicate the
- 32 temperature of the tack coat material.
- 33
- 34 Equipment shall not operate on tacked surfaces until the tack has broken
- 35 and cured. If the Contractor's operation damages the tack coat it shall be
- 36 repaired prior to placement of the HMA.
- 37
- 38 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1
- 39 and CSS-1h emulsified asphalt may be diluted once with water at a rate not
- 40 to exceed one part water to one part emulsified asphalt. The tack coat shall
- 41 have sufficient temperature such that it may be applied uniformly at the
- 42 specified rate of application and shall not exceed the maximum temperature
- 43 recommended by the emulsified asphalt manufacturer.
- 44
- 45

SPECIAL PROVISIONS - Continued

1 **5-04.3(4)B Vacant**

2
3 **5-04.3(4)C Pavement Repair**

4
5 The Contractor shall excavate pavement repair areas and shall backfill
6 these with HMA in accordance with the details shown in the Plans and as
7 marked in the field. The Contractor shall conduct the excavation operations
8 in a manner that will protect the pavement that is to remain. Pavement not
9 designated to be removed that is damaged as a result of the Contractor's
10 operations shall be repaired by the Contractor to the satisfaction of the
11 Engineer at no cost to the Contracting Agency. The Contractor shall
12 excavate only within one lane at a time unless approved otherwise by the
13 Engineer. The Contractor shall not excavate more area than can be
14 completely finished during the same shift, unless approved by the Engineer.

15
16 Unless otherwise shown in the Plans or determined by the Engineer,
17 excavate to a depth of 1.0 feet. The Engineer will make the final
18 determination of the excavation depth required. The minimum width of any
19 pavement repair area shall be 40 inches unless shown otherwise in the
20 Plans. Before any excavation, the existing pavement shall be sawcut or
21 shall be removed by a pavement grinder. Excavated materials will become
22 the property of the Contractor and shall be disposed of in a Contractor-
23 provided site off the Right of Way or used in accordance with
24 Sections 2-02.3(3) or 9-03.21.

25
26 Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A
27 heavy application of tack coat shall be applied to all surfaces of existing
28 pavement in the pavement repair area.

29
30 Placement of the HMA backfill shall be accomplished in lifts not to exceed
31 0.35-foot compacted depth. Lifts that exceed 0.35 foot of compacted depth
32 may be accomplished with the approval of the Engineer. Each lift shall be
33 thoroughly compacted by a mechanical tamper or a roller.

34
35 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

36
37 Aggregates and RAP shall be stockpiled according to the requirements of
38 Section 3-02. Sufficient storage space shall be provided for each size of
39 aggregate and RAP. Materials shall be removed from stockpile(s) in a
40 manner to ensure minimal segregation when being moved to the HMA plant
41 for processing into the final mixture. Different aggregate sizes shall be kept
42 separated until they have been delivered to the HMA plant.

43
44 **5-04.3(5)A Vacant**

45

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 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.

SPECIAL PROVISIONS - Continued

1 pavement repair. Other nonstructural applications of HMA accepted by
2 commercial evaluation shall be as approved by the Engineer. Sampling and
3 testing of HMA accepted by commercial evaluation will be at the option of
4 the Engineer.

5
6 The mix design will be the initial JMF for the class of HMA. The Contractor
7 may request a change in the JMF. Any adjustments to the JMF will require
8 the approval of the Engineer and may be made in accordance with this
9 section.

10
11 **HMA Tolerances and Adjustments**

12
13 1. **Job Mix Formula Tolerances** – The constituents of the mixture at
14 the time of acceptance shall conform to the following tolerances:
15

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

16
17 These tolerance limits constitute the allowable limits as described in
18 Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits
19 of the control points, except the tolerance limits for sieves designated as
20 100 percent passing will be 99-100.
21

22 1. **Job Mix Formula Adjustments** – An adjustment to the aggregate
23 gradation or asphalt binder content of the JMF requires approval of
24 the Engineer. Adjustments to the JMF will only be considered if the
25 change produces material of equal or better quality and may require
26 the development of a new mix design if the adjustment exceeds the
27 amounts listed below.
28

29 a. **Aggregates** – 2 percent for the aggregate passing the 1-1/2",
30 1", 3/4", 1/2", 3/8", and the No. 4 sieves, 1 percent for
31 aggregate passing the No. 8 sieve, and 0.5 percent for the
32 aggregate passing the No. 200 sieve. The adjusted JMF shall
33 be within the range of the control points in Section 9-03.8(6).
34

35 b. **Asphalt Binder Content** – The Engineer may order or
36 approve changes to asphalt binder content. The maximum

SPECIAL PROVISIONS - Continued

1 adjustment from the approved mix design for the asphalt
2 binder content shall be 0.3 percent
3

4 **5-04.3(9)A Vacant**

5
6 **5-04.3(9)B Vacant**

7
8 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**
9

10 HMA mixture which is accepted by Nonstatistical Evaluation will be
11 evaluated by the Contracting Agency by dividing the HMA tonnage into lots.
12

13 The Contractor will furnish the Engineer with a copy of the results of all
14 acceptance testing performed in the field. The Engineer will provide the
15 Composite Pay Factor (CPF) of the completed sublots after three sublots
16 have been tested. Sublot sample test results (gradation and asphalt binder
17 content) may be challenged by the Contractor.
18

19 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**
20

21 A lot is represented by randomly selected samples of the same mix design
22 that will be tested for acceptance. A lot is defined as the total quantity of
23 material or work produced for each JMF placed. Only one lot per JMF is
24 expected. A subplot shall be equal to one day's production or 800 tons,
25 whichever is less except that the final subplot will be a minimum of 400 tons
26 and may be increased to 1,200 tons.
27

28 All of the test results obtained from the acceptance samples from a given
29 lot shall be evaluated collectively. If the Contractor requests a change to the
30 JMF that is approved, the material produced after the change will be
31 evaluated on the basis of the new JMF for the remaining sublots in the
32 current lot and for acceptance of subsequent lots. For a lot in progress with
33 a CPF less than 0.75, a new lot will begin at the Contractor's request after
34 the Engineer is satisfied that material conforming to the Specifications can
35 be produced.
36

37 Sampling and testing for evaluation shall be performed on the frequency of
38 one sample per subplot.
39

40 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**
41

42 Samples for acceptance testing shall be obtained by the Contractor when
43 ordered by the Engineer. The Contractor shall sample the HMA mixture in
44 the presence of the Engineer and in accordance with AASHTO T 168. A
45 minimum of three samples should be taken for each class of HMA placed

SPECIAL PROVISIONS - Continued

1 on a project. If used in a structural application, at least one of the three
2 samples shall to be tested.

3
4 Sampling and testing HMA in a Structural application where quantities are
5 less than 400 tons is at the discretion of the Engineer.

6
7 For HMA used in a structural application and with a total project quantity
8 less than 800 tons but more than 400 tons, a minimum of one acceptance
9 test shall be performed. In all cases, a minimum of 3 samples will be
10 obtained at the point of acceptance, a minimum of one of the three samples
11 will be tested for conformance to the JMF:

- 12
- 13 • If the test results are found to be within specification requirements,
14 additional testing will be at the Engineer’s discretion.
- 15
- 16 • If test results are found not to be within specification requirements,
17 additional testing of the remaining samples to determine a
18 Composite Pay Factor (CPF) shall be performed.
- 19

20 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**

21
22 Testing of HMA for compliance of Va will at the option of the Contracting
23 Agency. If tested, compliance of Va will use WSDOT SOP 731.

24
25 Testing for compliance of asphalt binder content will be by WSDOT FOP for
26 AASHTO T 308.

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

29
30 The Contractor will furnish the Engineer with a copy of the results of all
31 acceptance testing performed in the field.

32
33 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

34
35 For each lot of material falling outside the tolerance limits in 5-04.3(9), the
36 Contracting Agency will determine a Composite Pay Factor (CPF) using the
37 following price adjustment factors:
38

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

SPECIAL PROVISIONS - Continued

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

12
13 **5-04.3(9)C5 Vacant**

14
15 **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

16
17 For each lot of HMA mix produced under Nonstatistical Evaluation when the
18 calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will
19 be determined. The NCMF equals the algebraic difference of CPF minus
20 1.00 multiplied by 60 percent. The total job mix compliance price adjustment
21 will be calculated as the product of the NCMF, the quantity of HMA in the
22 lot in tons, and the unit Contract price per ton of mix.

23
24 If a constituent is not measured in accordance with these Specifications,
25 its individual pay factor will be considered 1.00 in calculating the Composite
26 Pay Factor (CPF).

27
28 **5-04.3(9)C7 Mixture Nonstatistical Evaluation – Retests**

29
30 The Contractor may request a subplot be retested. To request a retest, the
31 Contractor shall submit a written request within 7 calendar days after the
32 specific test results have been received. A split of the original acceptance
33 sample will be retested. The split of the sample will not be tested with the
34 same tester that ran the original acceptance test. The sample will be tested
35 for a complete gradation analysis, asphalt binder content, and, at the option
36 of the agency, Va. The results of the retest will be used for the acceptance
37 of the HMA in place of the original subplot sample test results. The cost of
38 testing will be deducted from any monies due or that may come due the
39 Contractor under the Contract at the rate of \$500 per sample.

40
41 **5-04.3 (9)D Mixture Acceptance – Commercial Evaluation**

42
43 If sampled and tested, HMA produced under Commercial Evaluation and
44 having all constituents falling within the tolerance limits of the job mix
45 formula shall be accepted at the unit Contract price with no further

SPECIAL PROVISIONS - Continued

1 evaluation. When one or more constituents fall outside the commercial
2 tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be
3 evaluated in accordance with Section 1-06.2 to determine the appropriate
4 CPF. The commercial tolerance limits will be used in the calculation of the
5 CPF and the maximum CPF shall be 1.00. When less than three sublots
6 exist, backup samples of the existing sublots or samples from the street
7 shall be tested to provide a minimum of three sets of results for evaluation.

8
9 For each lot of HMA mix produced and tested under Commercial Evaluation
10 when the calculated CPF is less than 1.00, a Nonconforming Mix Factor
11 (NCMF) will be determined. The NCMF equals the algebraic difference of
12 CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price
13 Adjustment will be calculated as the product of the NCMF, the quantity of
14 HMA in the lot in tons, and the unit Contract price per ton of mix.

15
16 If a constituent is not measured in accordance with these Specifications,
17 its individual pay factor will be considered 1.00 in calculating the Composite
18 Pay Factor (CPF).

19
20 **5-04.3(10) HMA Compaction Acceptance**

21
22 HMA mixture accepted by nonstatistical evaluation that is used in traffic
23 lanes, including lanes for intersections, ramps, truck climbing, weaving, and
24 speed change, and having a specified compacted course thickness greater
25 than 0.10-foot, shall be compacted to a specified level of relative density.
26 The specified level of relative density shall be a Composite Pay Factor
27 (CPF) of not less than 0.75 when evaluated in accordance with
28 Section 1-06.2, using a minimum of 92 percent of the maximum density.
29 The maximum density shall be determined by WSDOT FOP for AASHTO
30 T 729. The specified level of density attained will be determined by the
31 evaluation of the density of the pavement. The density of the pavement shall
32 be determined in accordance with WSDOT FOP for WAQTC TM 8, except
33 that gauge correlation will be at the discretion of the Engineer, when using
34 the nuclear density gauge and WSDOT SOP 736 when using cores to
35 determine density.

36
37 Tests for the determination of the pavement density will be taken in
38 accordance with the required procedures for measurement by a nuclear
39 density gauge or roadway cores after completion of the finish rolling.
40 If the Contracting Agency uses a nuclear density gauge to determine
41 density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729
42 will be used on the day the mix is placed and prior to opening to traffic.

43
44 Roadway cores for density may be obtained by either the Contracting
45 Agency or the Contractor in accordance with WSDOT SOP 734. The core

SPECIAL PROVISIONS - Continued

1 diameter shall be 4-inches minimum, unless otherwise approved by the
2 Engineer. Roadway cores will be tested by the Contracting Agency in
3 accordance with WSDOT FOP for AASHTO T 166.
4

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

10
11 For a lot in progress with a CPF less than 0.75, a new lot will begin at the
12 Contractor's request after the Engineer is satisfied that material conforming
13 to the Specifications can be produced.
14

15 A lot is represented by randomly selected samples of the same mix design
16 that will be tested for acceptance. A lot is defined as the total quantity of
17 material or work produced for each Job Mix Formula placed. Only one lot
18 per JMF is expected. A subplot shall be equal to one day's production or 400
19 tons, whichever is less except that the final subplot will be a minimum of 200
20 tons and may be increased to 800 tons. Testing for compaction will be at
21 the rate of 5 tests per subplot per WSDOT T 738.
22

23 HMA mixture accepted by commercial evaluation and HMA constructed
24 under conditions other than those listed above shall be compacted on the
25 basis of a test point evaluation of the compaction train. The test point
26 evaluation shall be performed in accordance with instructions from the
27 Engineer. The number of passes with an approved compaction train,
28 required to attain the maximum test point density, shall be used on all
29 subsequent paving.
30

31 HMA for preleveling shall be thoroughly compacted. HMA that is used for
32 preleveling wheel rutting shall be compacted with a pneumatic tire roller
33 unless otherwise approved by the Engineer.
34

35 **Test Results**
36

37 For a subplot that has been tested with a nuclear density gauge that did not
38 meet the minimum of 92 percent of the reference maximum density in a
39 compaction lot with a CPF below 1.00 and thus subject to a price reduction
40 or rejection, the Contractor may request that a core be used for
41 determination of the relative density of the subplot. The relative density of the
42 core will replace the relative density determined by the nuclear density
43 gauge for the subplot and will be used for calculation of the CPF and
44 acceptance of HMA compaction lot.
45

SPECIAL PROVISIONS - Continued

1 When cores are taken by the Contracting Agency at the request of the
2 Contractor, they shall be requested by noon of the next workday after the
3 test results for the subplot have been provided or made available to the
4 Contractor. Core locations shall be outside of wheel paths and as
5 determined by the Engineer. Traffic control shall be provided by the
6 Contractor as requested by the Engineer. Failure by the Contractor to
7 provide the requested traffic control will result in forfeiture of the request for
8 cores. When the CPF for the lot based on the results of the HMA cores is
9 less than 1.00, the cost for the coring will be deducted from any monies due
10 or that may become due the Contractor under the Contract at the rate of
11 \$200 per core and the Contractor shall pay for the cost of the traffic control.
12

13 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

14
15 Compaction shall take place when the mixture is in the proper condition so
16 that no undue displacement, cracking, or shoving occurs. Areas
17 inaccessible to large compaction equipment shall be compacted by other
18 mechanical means. Any HMA that becomes loose, broken, contaminated,
19 shows an excess or deficiency of asphalt, or is in any way defective, shall
20 be removed and replaced with new hot mix that shall be immediately
21 compacted to conform to the surrounding area.
22

23 The type of rollers to be used and their relative position in the compaction
24 sequence shall generally be the Contractor's option, provided the specified
25 densities are attained. Unless the Engineer has approved otherwise, rollers
26 shall only be operated in the static mode when the internal temperature of
27 the mix is less than 175 degrees F. Regardless of mix temperature, a roller
28 shall not be operated in a mode that results in checking or cracking of the
29 mat. Rollers shall only be operated in static mode on bridge decks.
30

31 **5-04.3(10)B HMA Compaction – Cyclic Density**

32
33 Low cyclic density areas are defined as spots or streaks in the pavement
34 that are less than 90 percent of the theoretical maximum density. At the
35 Engineer's discretion, the Engineer may evaluate the HMA pavement for
36 low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500
37 Cyclic Density Price Adjustment will be assessed for any 500-foot section
38 with two or more density readings below 90 percent of the theoretical
39 maximum density.
40

41 **5-04.3(10)C Vacant**

42
43

1 **5-04.3(10)D HMA Nonstatistical Compaction**

2
3 **5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**

4
5 HMA compaction which is accepted by nonstatistical evaluation will be
6 based on acceptance testing performed by the Contracting Agency dividing
7 the project into compaction lots.

8
9 A lot is represented by randomly selected samples of the same mix design
10 that will be tested for acceptance, with a maximum of 15 sublots per lot; the
11 final lot for a mix design may be increased to 25 sublots. Sublots will be
12 uniform in size with a maximum subplot size based on original Plan quantity
13 tons of HMA as specified in the table below. The subplot locations within each
14 density lot will be determined by the Engineer. For a lot in progress with a
15 CPF less than 0.75, a new lot will begin at the Contractor's request after the
16 Engineer is satisfied that material conforming to the Specifications can be
17 produced.

18

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

19
20 HMA mixture accepted by commercial evaluation and HMA constructed
21 under conditions other than those listed above shall be compacted on the
22 basis of a test point evaluation of the compaction train. The test point
23 evaluation shall be performed in accordance with instructions from the
24 Engineer. The number of passes with an approved compaction train,
25 required to attain the maximum test point density, shall be used on all
26 subsequent paving.

27
28 HMA for preleveling shall be thoroughly compacted. HMA that is used to
29 prelevel wheel ruts shall be compacted with a pneumatic tire roller unless
30 otherwise approved by the Engineer.

31
32 **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation –**
33 **Acceptance Testing**

34
35 The location of the HMA compaction acceptance tests will be randomly
36 selected by the Engineer from within each subplot, with one test per subplot.

1 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

2
3 For each compaction lot with one or two sublots, having all sublots attain a
4 relative density that is 92 percent of the reference maximum density the
5 HMA shall be accepted at the unit Contract price with no further evaluation.
6 When a subplot does not attain a relative density that is 92 percent of the
7 reference maximum density, the lot shall be evaluated in accordance with
8 Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall
9 be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used
10 to offset lots with CPF values below 1.00 but greater than 0.90. Lots with
11 CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11).
12 Additional testing by either a nuclear moisture-density gauge or cores will
13 be completed as required to provide a minimum of three tests for evaluation.

14
15 For compaction below the required 92% a Non-Conforming Compaction
16 Factor (NCCF) will be determined. The NCCF equals the algebraic
17 difference of CPF minus 1.00 multiplied by 40 percent. The Compaction
18 Price Adjustment will be calculated as the product of CPF, the quantity of
19 HMA in the compaction control lot in tons, and the unit Contract price per
20 ton of mix.

21
22 **5-04.3(11) Reject Work**

23
24 **5-04.3(11)A Reject Work General**

25
26 Work that is defective or does not conform to Contract requirements shall
27 be rejected. The Contractor may propose, in writing, alternatives to removal
28 and replacement of rejected material. Acceptability of such alternative
29 proposals will be determined at the sole discretion of the Engineer. HMA
30 that has been rejected is subject to the requirements in Section 1-06.2(2)
31 and this specification, and the Contractor shall submit a corrective action
32 proposal to the Engineer for approval.

33
34 **5-04.3(11)B Rejection by Contractor**

35
36 The Contractor may, prior to sampling, elect to remove any defective
37 material and replace it with new material. Any such new material will be
38 sampled, tested, and evaluated for acceptance.

39
40 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

41
42 The Engineer may, without sampling, reject any batch, load, or section of
43 Roadway that appears defective. Material rejected before placement shall
44 not be incorporated into the pavement. Any rejected section of Roadway
45 shall be removed.

SPECIAL PROVISIONS - Continued

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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 sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with 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:

1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action; or

SPECIAL PROVISIONS - Continued

- 1 2. When the Pay Factor (PF) for any constituent of a lot in progress
2 drops below 0.95 and the Contractor is taking no corrective action;
3 or
4
5 3. When either the PF for any constituent or the CPF of a lot in progress
6 is less than 0.75.
7

8 **5-04.3(11)G Rejection – An Entire Lot (Mixture or Compaction)**
9

10 An entire lot with a CPF of less than 0.75 will be rejected.
11

12 **5-04.3(12) Joints**

13
14 **5-04.3(12)A HMA Joints**

15
16 **5-04.3(12)A1 Transverse Joints**
17

18 The Contractor shall conduct operations such that the placing of the top or
19 wearing course is a continuous operation or as close to continuous as
20 possible. Unscheduled transverse joints will be allowed and the roller may
21 pass over the unprotected end of the freshly laid mixture only when the
22 placement of the course must be discontinued for such a length of time that
23 the mixture will cool below compaction temperature. When the Work is
24 resumed, the previously compacted mixture shall be cut back to produce a
25 slightly beveled edge for the full thickness of the course.
26

27 A temporary wedge of HMA constructed on a 20H:1V shall be constructed
28 where a transverse joint as a result of paving or planing is open to traffic.
29 The HMA in the temporary wedge shall be separated from the permanent
30 HMA by strips of heavy wrapping paper or other methods approved by the
31 Engineer. The wrapping paper shall be removed and the joint trimmed to a
32 slightly beveled edge for the full thickness of the course prior to resumption
33 of paving.
34

35 The material that is cut away shall be wasted and new mix shall be laid
36 against the cut. Rollers or tamping irons shall be used to seal the joint.
37

38 **5-04.3(12)A2 Longitudinal Joints**
39

40 The longitudinal joint in any one course shall be offset from the course
41 immediately below by not more than 6 inches nor less than 2 inches. All
42 longitudinal joints constructed in the wearing course shall be located at a
43 lane line or an edge line of the Traveled Way. A notched wedge joint shall
44 be constructed along all longitudinal joints in the wearing surface of new
45 HMA unless otherwise approved by the Engineer. The notched wedge joint

SPECIAL PROVISIONS - Continued

1 shall have a vertical edge of not less than the maximum aggregate size or
2 more than ½ of the compacted lift thickness and then taper down on a slope
3 not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint
4 shall be uniformly compacted.

5
6 **5-04.3(12)B Bridge Paving Joint Seals**

7
8 **5-04.3(12)B1 HMA Sawcut and Seal**

9
10 Prior to placing HMA on the bridge deck, establish sawcut alignment points
11 at both ends of the bridge paving joint seals to be placed at the bridge ends,
12 and at interior joints within the bridge deck when and where shown in the
13 Plans. Establish the sawcut alignment points in a manner that they remain
14 functional for use in aligning the sawcut after placing the overlay.

15
16 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's
17 application procedure.

18
19 Construct the bridge paving joint seal as specified ion the Plans and in
20 accordance with the detail shown in the Standard Plans. Construct the
21 sawcut in accordance with the detail shown in the Standard Plan. Construct
22 the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's
23 application procedure.

24
25 **5-04.3(12)B2 Paved Panel Joint Seal**

26
27 Construct the paved panel joint seal in accordance with the requirements
28 specified in section 5-04.3(12)B1 and the following requirement:

- 29
30 1. Clean and seal the existing joint between concrete panels in
31 accordance with Section 5-01.3(8) and the details shown in the
32 Standard Plans.

33
34 **5-04.3(13) Surface Smoothness**

35
36 The completed surface of all courses shall be of uniform texture, smooth,
37 uniform as to crown and grade, and free from defects of all kinds. The
38 completed surface of the wearing course of the following sections of
39 Roadway shall not vary more than 1/4 inch from the lower edge of a 10-foot
40 straightedge placed on the surface parallel to centerline:

- 41
42 1. Roads less than 45 mph
43

SPECIAL PROVISIONS - Continued

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

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

8
9 When deviations in excess of the above tolerances are found that result
10 from a high place in the HMA, the pavement surface shall be corrected by
11 one of the following methods:

- 12
13 1. Removal of material from high places by grinding with an approved
14 grinding machine; or
- 15
16 2. Removal and replacement of the wearing course of HMA; or
- 17
18 3. By other method approved by the Engineer.

19
20 Correction of defects shall be carried out until there are no deviations
21 anywhere greater than the allowable tolerances.

22
23 Deviations in excess of the above tolerances that result from a low place in
24 the HMA and deviations resulting from a high place where corrective action,
25 in the opinion of the Engineer, will not produce satisfactory results will be
26 accepted with a price adjustment. The Engineer shall deduct from monies
27 due or that may become due to the Contractor the sum of \$500.00 for each
28 and every section of single traffic lane 100 feet in length in which any
29 excessive deviations described above are found.

30
31 All utility castings and monuments within the existing and/or new pavement
32 area shall be referenced by the Contractor prior to any pavement removal
33 or planing. The Contractor shall keep a record of such references, and
34 submit a copy to the Contracting Agency.

35
36 Existing structures and new structures shall be adjusted to the finished
37 grade as shown on the Plans and as further specified herein. Existing
38 boxes, rings, grates, covers, and lids shall be reset in a careful and
39 workmanlike manner to conform to the required grades.

40
41 The new and existing utility castings and monuments shall be adjusted to
42 grade in the following manner:

43
44 As soon as the street has been paved past each structure or casting, the
45 asphalt concrete mat shall be scored around the location of the structure or

SPECIAL PROVISIONS - Continued

1 casting. After rolling has been completed and the mat has cooled, it shall
2 be cut along the scored lines. The structure or casting shall then be raised
3 to finished pavement grade and the annular spaces filled as indicated on
4 the Plans. The Contractor shall install the pavement to give a smooth
5 finished appearance. All covers, lids, frames, and grates shall be
6 thoroughly cleaned.

7
8 After pavement is in place, all new pavement joints shall be sealed with a
9 6-inch-wide strip of hot asphalt sealer. A sand blanket shall be applied to
10 the surface of the hot asphalt sealer immediately after the placement of the
11 sealer to help alleviate the tracking of the asphalt. The sealer shall meet
12 the requirements of Section 9-04.2(1) of the Standard Specifications.

13
14 **5-04.3(14)B Paving and Planing Under Traffic**

15
16 **5-04.3(14)B1 General**

17
18 In addition, the requirements of Section 1-07.23 and the traffic controls
19 required in Section 1-10, and unless the Contract specifies otherwise or
20 the Engineer approves, the Contractor must comply with the following:

21
22 1. Intersections

23
24 a. Keep intersections open to traffic at all times, except when
25 paving or planing operations through an intersection
26 requires closure. Such closure must be kept to the
27 minimum time required to place and compact the HMA
28 mixture, or plane as appropriate. For paving, schedule such
29 closure to individual lanes or portions thereof that allows
30 the traffic volumes and schedule of traffic volumes required
31 in the approved traffic control plan. Schedule work so that
32 adjacent intersections are not impacted at the same time
33 and comply with the traffic control restrictions required by
34 the Traffic Engineer. Each individual intersection closure or
35 partial closure, must be addressed in the traffic control
36 plan, which must be submitted to and accepted by the
37 Engineer, see Section 1-10.2(2).

38
39 b. When planing or paving and related construction must occur
40 in an intersection, consider scheduling and sequencing
41 such work into quarters of the intersection, or half or more
42 of an intersection with side street detours. Be prepared to
43 sequence the work to individual lanes or portions thereof.
44

SPECIAL PROVISIONS - Continued

- 1 c. Should closure of the intersection in its entirety be
2 necessary, and no trolley service is impacted, keep such
3 closure to the minimum time required to place and compact
4 the HMA mixture, plane, remove asphalt, tack coat, and as
5 needed.
6
7 d. Any work in an intersection requires advance warning in
8 both signage and a number of Working Days advance
9 notice as determined by the Engineer, to alert traffic and
10 emergency services of the intersection closure or partial
11 closure.
12
13 e. Allow new compacted HMA asphalt to cool to ambient
14 temperature before any traffic is allowed on it. Traffic is not
15 allowed on newly placed asphalt until approval has been
16 obtained from the Engineer.
17
18 2. Temporary centerline marking, post-paving temporary marking,
19 temporary stop bars, and maintaining temporary pavement marking
20 must comply with Section 8-23.
21
22 3. Permanent pavement marking must comply with Section 8-22.
23
24 4. Roadways Open to Traffic
25
26 When the roadway being paved is open to traffic, the following
27 requirements shall apply:
28
29 The Contractor shall keep roadways open to traffic at all times except
30 where paving is in progress. During such time, and provided that
31 there has been an advance warning to the public, only that specified
32 section of road being paved may be closed for the minimum time
33 required to place and compact the HMA. Adjacent travel lanes and
34 shoulder shall be left open for traffic during these times. In hot
35 weather, the Engineer may require the application of water to the
36 pavement to accelerate the finish rolling of the pavement and to
37 shorten the time required before reopening to traffic.
38
39 Before temporarily closing a portion of the road, advance-warning
40 signs shall be placed and signs shall also be placed clearly alerting
41 the driver of temporary lane closures.
42
43 During paving operations, temporary pavement markings shall be
44 maintained throughout the project. Temporary pavement markings

SPECIAL PROVISIONS - Continued

1 shall be installed on the roadway prior to opening to traffic and shall
2 be in accordance with Section 8-23.

3
4 All costs in connection with performing the Work in accordance with
5 these requirements shall be included in the unit contract prices for
6 the various bid items involved in the Contract.

7
8 **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**
9

10 The Contractor must submit a separate planing plan and a separate paving
11 plan to the Engineer at least 5 Working Days in advance of each operation’s
12 activity start date. These plans must show how the moving operation and
13 traffic control are coordinated, as they will be discussed at the pre-planing
14 briefing and pre-paving briefing. When requested by the Engineer, the
15 Contractor must provide each operation’s traffic control plan on 24 x 36 inch
16 or larger size Shop Drawings with a scale showing both the area of
17 operation and sufficient detail of traffic beyond the area of operation where
18 detour traffic may be required. The scale on the Shop Drawings is 1 inch =
19 20 feet, which may be changed if the Engineer agrees sufficient detail is
20 shown.

21
22 The planing operation and the paving operation include, but are not limited
23 to, metal detection, removal of asphalt and temporary asphalt of any kind,
24 tack coat and drying, staging of supply trucks, paving trains, rolling,
25 scheduling, and as may be discussed at the briefing.

26
27 When intersections will be partially blocked or when allowed to be totally
28 blocked, provide adequately sized and noticeable signage alerting traffic of
29 closures to come, a minimum 2 Working Days in advance. The traffic control
30 plan must show where police officers will be stationed when signalization is
31 or may be, countermanded, and show areas where flaggers are proposed.

32
33 At a minimum, the planing and the paving plan must include:

- 34
35 1. A copy of the accepted traffic control plan, see Section 1-10.2(2),
36 detailing each day’s traffic control as it relates to the specific
37 requirements of that day’s planing and paving. Briefly describe the
38 sequencing of traffic control consistent with the proposed planing
39 and paving sequence, and scheduling of placement of temporary
40 pavement markings and channelizing devices after each day’s
41 planing, and paving.
42
43 2. A copy of each intersection’s traffic control plan.
44

SPECIAL PROVISIONS - Continued

- 1 3. Haul routes from Supplier facilities, and locations of temporary
2 parking and staging areas, including return routes. Describe
3 the complete round trip as it relates to the sequencing of
4 paving operations.
- 5
- 6 4. Names and locations of HMA Supplier facilities to be used.
- 7
- 8 5. List of all equipment to be used for paving.
- 9
- 10 6. List of personnel and associated job classification assigned to each
11 piece of paving equipment.
- 12
- 13 7. Description (geometric or narrative) of the scheduled sequence of
14 planing and of paving, and intended area of planing and of paving
15 for each day's work, must include the directions of proposed
16 planing and of proposed paving, sequence of adjacent lane
17 paving, sequence of skipped lane paving, intersection planing and
18 paving scheduling and sequencing, and proposed notifications
19 and coordinations to be timely made. The plan must show HMA
20 joints relative to the final pavement marking lane lines.
- 21
- 22 8. Names, job titles, and contact information for field, office, and plant
23 supervisory personnel.
- 24
- 25 9. A copy of the approved Mix Designs.
- 26
- 27 10. Tonnage of HMA to be placed each day.
- 28
- 29 11. Approximate times and days for starting and ending daily
30 operations.

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

31

32 At least 2 Working Days before the first paving operation and the first
33 planing operation, or as scheduled by the Engineer for future paving and
34 planing operations to ensure the Contractor has adequately prepared for
35 notifying and coordinating as required in the Contract, the Contractor must
36 be prepared to discuss that day's operations as they relate to other entities
37 and to public safety and convenience, including driveway and business
38 access, garbage truck operations, transit operations and working around
39 energized overhead wires, school and nursing home and hospital and other
40 accesses, other contractors who may be operating in the area, pedestrian
41 and bicycle traffic, and emergency services. The Contractor, and
42 Subcontractors that may be part of that day's operations, must meet with
43 the Engineer and discuss the proposed operation as it relates to the
44
45

SPECIAL PROVISIONS - Continued

1 submitted planing plan and paving plan, approved traffic control plan, and
2 public convenience and safety. Such discussion includes, but is not limited
3 to:
4

5 1. General for both Paving Plan and for Planing Plan:
6

- 7 a. The actual times of starting and ending daily
8 operations.
9
- 10 b. In intersections, how to break up the intersection, and
11 address traffic control and signalization for that
12 operation, including use of peace officers.
13
- 14 c. The sequencing and scheduling of paving operations
15 and of planing operations, as applicable, as it relates to
16 traffic control, to public convenience and safety, and to
17 other contractors who may operate in the Project Site.
18
- 19 d. Notifications required of Contractor activities, and
20 coordinating with other entities and the public as
21 necessary.
22
- 23 e. Description of the sequencing of installation and types
24 of temporary pavement markings as it relates to
25 planning and to paving.
26
- 27 f. Description of the sequencing of installation of, and the
28 removal of, temporary pavement patch material around
29 exposed castings and as may be needed.
30
- 31 g. Description of procedures and equipment to identify
32 hidden metal in the pavement, such as survey
33 monumentation, monitoring wells, street car rail, and
34 castings, before planning, see Section 5-04.3(14)B2.
35
- 36 h. Description of how flaggers will be coordinated with the
37 planing, paving, and related operations.
38
- 39 i. Description of sequencing of traffic controls for the process of
40 rigid pavement base repairs.
41
- 42 j. Other items the Engineer deems necessary to address.
43
44

SPECIAL PROVISIONS - Continued

- 1 2. Paving – additional topics:
- 2
- 3 a. When to start applying tack and coordinating with paving.
- 4
- 5 b. Types of equipment and numbers of each type equipment to
- 6 be used. If more pieces of equipment than personnel are
- 7 proposed, describe the sequencing of the personnel
- 8 operating the types of equipment. Discuss the continuance
- 9 of operator personnel for each type equipment as it relates to
- 10 meeting Specification requirements.
- 11
- 12 c. Number of JMFs to be placed, and if more than one JMF
- 13 how the Contractor will ensure different JMFs are
- 14 distinguished, how pavers and MTVs are distinguished if
- 15 more than one JMF is being placed at the time, and how
- 16 pavers and MTVs are cleaned so that one JMF does not
- 17 adversely influence the other JMF.
- 18
- 19 d. Description of contingency plans for that day’s operations
- 20 such as equipment breakdown, rain out, and Supplier
- 21 shutdown of operations.
- 22
- 23 e. Number of sublots to be placed, sequencing of density testing,
- 24 and other sampling and testing.
- 25

5-04.3(15) Sealing Pavement Surfaces

26
27
28 Apply a fog seal where shown in the plans. Construct the fog seal in
29 accordance with Section 5-02.3. Unless otherwise approved by the
30 Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

31
32
33
34 HMA approaches shall be constructed at the locations shown in the Plans
35 or where staked by the Engineer. The Work shall be performed in
36 accordance with Section 5-04.

5-04.4 Measurement

37
38
39
40 Commercial HMA will be measured by the ton in accordance with
41 Section 1-09.2, with no deduction being made for the weight of asphalt
42 binder, mineral filler, or any other component of the mixture. If the
43 Contractor elects to remove and replace mix as allowed by
44 Section 5-04.3(11), the material removed will not be measured.

45

SPECIAL PROVISIONS - Continued

1 **5-04.5 Payment**

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

“Commercial HMA,” per ton.

The unit contract price per ton for “Commercial HMA” shall include the cost for all labor, materials, equipment and tools for furnishing, placing, compacting and constructing asphalt pavement including mix design, anti-strip determination, mix design verification, preparation of untreated roadway, preparation of treated surfaces, sweeping, removing plastic traffic marking, removing RPMs, removing permanent striping, anti-stripping additive, soil residual herbicide, asphalt for tack coat, HMA pavement, HMA for preleveling, HMA patches, HMA transition sections, HMA ramps, HMA driveways/approaches, HMA wedge curb, spreading and finishing, water, compaction, sealing all cold joints with asphalt sealant (and sand blanket to alleviate tracking), temporary pavement markings, removal of temporary pavement markings, material and compaction testing, and all other incidentals necessary for a complete paving system to the lines, cross section and grades in accordance with the Plans. It shall also include the cost of adjusting all existing and new Contracting Agency owned castings including, but not limited to, manholes, catch basins, junction boxes, monuments, and valve boxes to grade unless a specific bid item has been listed in the proposal for this work.

The unit contract price per ton for “Commercial HMA” shall be full compensation for all costs incurred to carry out the requirements of Section 5-04 except for those costs which are included in other items which are included in this Subsection and which are included in the Proposal.

DIVISION 7

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

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DIVISION 7

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

7-04 STORM SEWERS

7-04.2 Materials

(January 4, 2010 G&O GSP)

Delete the sixth paragraph under this Section and replace it with the following:

The Contractor shall provide the diameter and type of pipe specified on the Plans.

Ductile iron storm sewer pipe shall meet the requirements of Section 9-30.1(1).

7-04.3(1)A General

(January 20, 2009 G&O GSP)

This Section is supplemented with the following:

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.

7-04.5 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:

“ ____ Storm Sewer Pipe, ____ In. Diam. (Incl. Bedding),” per linear foot.

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

SPECIAL PROVISIONS - Continued

1 storm sewer flows, connections to existing and new systems, flushing and
2 cleaning, material and compaction testing of suitable native backfill, and
3 low pressure air testing.
4

5 **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**

6

7 **7-05.3 Construction Requirements**

8 (January 20, 2009 G&O GSP)

9

10 This Section is supplemented with the following:

11

12 The Contractor shall construct all manholes and catch basins from precast
13 concrete bases and risers. Cast-in-place concrete bases shall only be
14 used for “straddle” of existing systems and shall be watertight.

15

16 In areas of new and existing pavement, the grate rim elevation shall be set
17 to promote drainage flow. In unimproved areas, the rim elevations shall
18 be set 2 inches above finished grade unless otherwise shown on the
19 Plans.

20

21 Dewatering shall be per Section 7-08.3(1).

22

23 **7-05.3(3) Connections to Existing Manholes**

24 (June 16, 2006 G&O GSP)

25

26 This Section is supplemented with the following:

27

28 The locations, type and size of the existing structures and lines have been
29 determined from available records, and are approximate; however, it is
30 anticipated that connections to these existing facilities may be made, in
31 general, as shown on the Plans.

32

33 It shall be the responsibility of the Contractor to determine the exact
34 location and ascertain the type and size of the existing facilities prior to
35 starting work on each connection, and to provide any minor alterations, as
36 required, at no additional cost to the Contracting Agency.

37

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

41

42

SPECIAL PROVISIONS - Continued

1 **7-05.5 Payment**

2 (January 7, 2013 G&O GSP)

3
4 Delete all paragraphs under this Section and replace with the following:

5
6 Payment will be made in accordance with Section 1-04.1, for each of the
7 following bid items that are included in the Proposal:

8
9 "Catch Basin, Type 1," per each.

10
11 "Catch Basin, Type 2, 48 In. Diam.," per each.

12
13 The unit contract price per each for "Catch Basin, Type 1" or "Catch Basin,
14 Type 2, 48 In. Diam." shall constitute full compensation for all labor,
15 materials, tools, equipment, transportation, supplies, and incidentals
16 required to complete all work to furnish and install this item to include, but
17 not limited to, lids, frames and grates, structure excavation, foundation
18 gravel, backfill with suitable native material, compaction, removal and
19 wastehaul of excess or unsuitable excavated material, pipe connection,
20 dewatering, bypass pumping and maintaining stormwater flows, adjusting
21 to finished grade, and material and compaction testing of suitable native
22 backfill.

23
24 **7-07 CLEANING EXISTING DRAINAGE STRUCTURES**

25
26 **7-07.4 Measurement**

27 (January 20, 2009 G&O GSP)

28
29 Delete this Section and replace with the following:

30
31 No specific unit of measurement will apply to cleaning existing drainage
32 structures.

33
34 **7-07.5 Payment**

35 (November 24, 2010 G&O GSP)

36
37 Delete this Section and replace with the following:

38
39 No separate or additional payment will be made for cleaning existing
40 drainage structures. This work shall be considered incidental and shall be
41 included in the various unit and lump sum contract prices.

SPECIAL PROVISIONS - Continued

1 **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**

2
3 **7-08.2 Materials**

4 (January 4, 2010 G&O GSP)

5
6 This Section is supplemented with the following:

7
8 The pipe used on this project shall be the type and size specified on the
9 Plans.

10
11 **7-08.3(1)A Trenches**

12 (November 24, 2010 G&O GSP)

13
14 Delete the first three paragraphs under this Section and replace them with the
15 following:

16
17 The length of trench excavation in advance of pipe laying shall be kept to
18 a maximum of 100 feet. Excavation shall either be closed up at the end of
19 the day or protected per Section 1.07.23(1).

20
21 The Contractor shall limit his excavation to the limits of the maximum
22 payment width and depth shown on the Plans. If the Contractor purposely
23 or neglectfully excavates trenches to a width or depth beyond the neat line
24 payment limit of the trench as shown on the Plans, the expenses
25 associated with any additional trenching, wastehaul, trench backfill,
26 compaction and testing, and surface restoration as a result of excavating
27 beyond the neat line payment limits shall be borne by the Contractor.

28
29 It is not anticipated that solid rock will be encountered. Should such
30 material be encountered, the excavation, removal and wastehaul will be
31 paid for by change order per Section 1-04.4. Boulders or broken rock less
32 than 2 cubic yards in volume, shall not be classified as rock, nor will so-
33 called "hard-pan" or cemented gravel, even though it may be
34 advantageous to use special equipment in its removal.

35
36 Trench excavation shall also include wastehauling all excess and/or
37 unsuitable material encountered, including but not limited to, abandoned
38 pipelines, concrete, asphalt, tree stumps, trees, logs, abandoned rail ties,
39 piling, and riprap.

40
41 The Contractor shall furnish all equipment necessary to dewater the
42 excavation. Before operations begin, the Contractor shall have sufficient
43 pumping equipment and/or other machinery available on site to assure
44 that the operation of any dewatering system can be maintained.

SPECIAL PROVISIONS - Continued

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

5
6 The release of groundwater to its static level shall be performed in such a
7 manner as to maintain the undisturbed state of the natural foundation soil,
8 prevent disturbance of backfill and prevent movement of structures and
9 pipelines.

10
11 The dewatering system shall be installed and operated by the Contractor
12 so that the groundwater level outside the excavation is not reduced to the
13 extent that would damage or endanger adjacent structures or property.
14 Should settlement of the surrounding area and/or structures be observed,
15 the Contractor shall cease dewatering operations and implement
16 contingency plans. The cost of repairing any damage to adjacent
17 structures, underground facilities or utilities and satisfactory restoration of
18 above ground facilities to include fences, paving, concrete, etc., shall be
19 the responsibility of the Contractor.

20
21 The Contractor shall be required to comply with all conditions and
22 requirements mandated by the Department of Ecology for the
23 construction, operation, and decommissioning of dewatering facilities.

24
25 The Contractor shall obtain approved grading and filling permits for all
26 spoils material sites, from the Contracting Agency, County, or both as
27 required. These permits shall be secured and paid for by the Contractor.

28
29 **7-08.3(2)B Pipe Laying – General**
30 (January 4, 2010 G&O GSP)

31
32 This Section is supplemented with the following:

33
34 All pipe shall be unloaded from delivery vehicles with mechanical
35 equipment. Dropping of pipe onto the ground or mats will not be
36 permitted. All pipe and fittings shall be carefully lowered into the trench in
37 such a way as to prevent damage to pipe materials and protective
38 coatings and linings. Under no circumstances shall materials be dropped
39 or dumped into the trench.

40
41 All pipe shall be laid in straight lines and at uniform rate for grade between
42 structures. Variation in the invert elevation between adjoining ends of pipe
43 due to non-concentricity of joining surface and pipe interior surfaces shall
44 not exceed 1/64 inch per inch of pipe diameter, or 1/2-inch maximum.

45

SPECIAL PROVISIONS - Continued

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

12
13 Care shall be taken to properly align, clean and lubricate the spigot and
14 socket area of the pipes before joining. The pipe spigot shall be forced
15 into the socket until the reference mark on the spigot is flush with the bell
16 end.

17
18 All connections to existing pipe of differing materials shall be made with
19 adapters which are specifically manufactured for this purpose. If the band
20 type adapters are used, then only stainless steel bands will be allowed.

21
22 The Contractor shall obtain approved grading and filling permits for all
23 spoils material sites, from the Contracting Agency, County, or both as
24 required. These permits shall be secured and paid for by the Contractor.

25
26 **7-08.3(3) Backfilling**
27 (January 4, 2010 G&O GSP)

28
29 Delete the second paragraph under this Section and replace with the following:

30
31 Pipe zone backfill shall be gravel backfill for pipe zone bedding conforming
32 to the requirements of Section 9-03.12(3).

33
34 This Section is supplemented with the following:

35
36 It is the intent of these Specifications to utilize suitable excavated material
37 for trench backfill where available. The Contractor shall provide evidence
38 from a testing laboratory that any native material deemed suitable by the
39 Contractor meets the intent of these Specifications and can be compacted
40 to minimum requirements. Excavated material suitable for trench backfill
41 shall conform to the requirements of Section 9-03.15. However, the
42 presence and location of suitable material is not guaranteed and will be as
43 discovered in the field. Import material will be required and shall be
44 utilized when necessary, and as called out on the Plans and further
45 preapproved by the Contracting Agency.

SPECIAL PROVISIONS - Continued

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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.

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.

“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

SPECIAL PROVISIONS - Continued

1 of excess native material, and material and compaction testing of the bank
2 run gravel backfill material.

3
4 “Trench Excavation Safety Systems,” lump sum.

5
6 The lump sum contract price for “Trench Excavation Safety Systems” shall
7 include all costs of furnishing, installing, maintaining, and removing those
8 items necessary to provide adequate safety systems for trench
9 excavation, as specified in Section 2 09.3(4). This item shall be paid
10 proportionate to the satisfactory installation of all facilities that require
11 trench excavation safety systems including pipeline, conduits, walls,
12 embankments, and structures as noted in the Proposal, or otherwise
13 required for the performance of this work.

14
15 All costs associated with furnishing and installing pipe bedding for
16 culverts, storm sewer, and sanitary sewer piping systems shall be
17 included into the unit contract price for the type and size of pipe installed.

18
19 All costs to providing dewatering as required shall be included into the unit
20 contract price for the type and size of pipe installed.

21
22 All costs of providing bypass pumping as required shall be included into
23 the unit contract price for the type and size of pipe installed.

24
25 All costs associated with excavation, stockpiling, backfilling, compacting,
26 and wastehauling of excavated native material shall be included in the unit
27 contract price for the type and size of pipe installed.

DIVISION 8

MISCELLANEOUS CONSTRUCTION

1 **DIVISION 8**

2
3 **MISCELLANEOUS CONSTRUCTION**

4
5 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

6
7 **8-01.3 Construction Requirements**

8 (May 4, 2020 G&O GSP)

9
10 This Section is supplemented with the following:

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

18
19 Temporary erosion protection shall be furnished, installed, and maintained
20 for the duration of this Project to protect environmentally sensitive areas,
21 sloped surfaces, adjacent areas and/or water bodies or conveyance
22 systems. Temporary erosion protection may include the use of straw, jute
23 matting, wattles, heavy plastic sheeting, or other forms of ground cover on
24 areas disturbed by construction. Sloped surfaces shall be restored and
25 protected in such a manner that surface runoff does not erode the
26 embankments, slopes, or ground surfaces, nor create surface channels, or
27 ruts.

28
29 Any damage caused by the Contractor’s failure to keep the erosion
30 materials maintained shall be borne by the Contractor alone.

31
32 The Contractor shall prepare and submit a Temporary Erosion and
33 Sedimentation Control Plan, in conformance with ECY requirements, to
34 the Engineer before any Work begins.

35
36 **8-01.3(1)A Submittals**

37 (May 4, 2020 G&O GSP)

38
39 This Section is supplemented with the following:

40
41 The Contractor shall be required to prepare, maintain, and update the
42 TESC plan, as may be required during the course of the Project. The
43 TESC plan and details included are provided solely for the establishment
44 of basic erosion control measures and are not intended to be a complete
45 plan.

SPECIAL PROVISIONS - Continued

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

This Section is supplemented with the following:

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:

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 Plans that is not otherwise paid under separate contract items in the Proposal, including furnishing, installing, maintaining, removal of erosion/water pollution prevention devices.

SPECIAL PROVISIONS - Continued

1 **8-02 ROADSIDE RESTORATION**

2
3 **8-02.2 Materials**

4 (May 4, 2020 G&O GSP)

5
6 This Section shall be supplemented with the following:

7
8 Grass seed, of the following composition, proportion, and quality shall be
9 applied at the rates shown below on all areas requiring roadside seeding
10 within the project:
11

Kind and Variety of Seed in Mixture by Common Name and (Botanical Name)	Pounds Pure Live Seed (PLS) Per Acre
Dwarf Perennial Ryegrass	100
Creeping Red Fescue	50
Hard Fescue	50
Total Pounds PLS Per Acre	200

12
13 Seeds shall be certified "Weed Free," indicating there are no noxious or
14 nuisance weeds in the seed.

15
16 Sufficient quantities of 18-6-12 fertilizer shall be applied at 650 pounds per
17 acre, 72 percent of nitrogen applied per acre shall be derived from
18 isobutylidene diurea (IBDU), cyclo-di-urea (CDU), or a time release,
19 polyurethane coated source with a minimum release time of 6 months.
20 The remainder may be derived from any source.

21
22 The fertilizer formulation and application rate shall be approved by the
23 Engineer before use.

24
25 Wood fiber mulch shall be applied at a rate of 2,000 pounds per acre, and
26 tackifier shall be applied at a rate of 43 pounds per acre.

27
28 Bark mulch for planting strip areas and surface restoration adjacent to
29 sidewalks shall conform to Section 9-14.5(3).
30

31 **8-02.3(3)B Chemical Pesticides**

32 (May 4, 2020 G&O GSP)

33
34 This Section is supplemented with the following:

35
36 No chemical herbicides will be allowed in planting areas.
37

SPECIAL PROVISIONS - Continued

1 **8-02.3(4) Topsoil**

2 (January 7, 2013 G&O GSP)

3
4 This Section is supplemented with the following:

5
6 The costs of removing all excess material and debris shall be considered
7 incidental to the Project and as such merged in the various items bid.

8
9 Cultivate 4 inches of imported topsoil, Type A into the existing subgrades
10 to a minimum transition depth of 6 inches in areas to be seeded with
11 topsoil, in sod areas, in planting strip areas and in fill slopes to be planted,
12 as shown on the Plans.

13
14 **8-02.3(4)A Topsoil Type A**

15 (May 4, 2020 G&O GSP)

16
17 This Section is supplemented with the following:

18
19 Imported Topsoil, Type A, shall be a mixture of 33.3 percent compost by
20 volume, 33.3 percent loam by volume and 33.3 percent sandy loam by
21 volume as defined by USDA soil texture triangle, screened through a 3/8-
22 inch screen or approved equal. Compost shall be made from ground yard
23 waste that has first been screened through a 5/8-inch trammel screen.
24 The composting process shall include five 3-day periods during which the
25 compost temperature is 131 to 165 degrees Fahrenheit. The total
26 composting time period shall be a minimum of 4 months. Topsoil shall be
27 weed free.

28
29 **8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation**

30 (May 4, 2020 G&O GSP)

31
32 This Section is supplemented with the following:

33
34 **Seeding, Sod and Planter Strip Areas:** Finished grades of planting and
35 seeding areas shall allow for soil preparation and mulch. Finished grades
36 shall be as follows:

37
38 Seeding and Sod Areas: 1 inch below all walks, curbs, and/or
39 hard-surface edges.
40
41

SPECIAL PROVISIONS - Continued

1 Perform all excavation and backfill necessary to provide finish grade of
2 landscape areas as indicated and specified. Remove from site excess
3 and unsuitable material. Landscape areas shall be graded to lines,
4 grades, and cross sections indicated. Grades shall meet the following:
5

- 6 1. Maximum 2:1 slope, unless otherwise indicated.
- 7
- 8 2. Smooth and round off surfaces at abrupt grade changes.
- 9
- 10 3. Feather grades to meet existing gradually. Rake planting areas
11 smooth and remove surface rocks over 2-inches diameter.
- 12
- 13 4. Provide minimum 2 percent crown or slope in all landscape areas.
14 The Contractor is responsible for any adverse drainage conditions
15 that may affect plant growth, unless he contacts the Project
16 Engineer immediately indicating any possible problem.
- 17

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

20
21 The costs of removing all excess material and debris shall be considered
22 incidental to the Project and as such merged in the various items bid.

23
24 **Final Acceptance**

25
26 Final acceptance by the Contracting Agency for soil preparation will be
27 contingent on the approval of all inspections, and that the soil preparation
28 is consistent with these specifications and with the Plans.

29
30 **8-02.4 Measurement**

31 (May 4, 2020 G&O GSP)

32
33 Delete all paragraphs under this Section and replace with the following:

34
35 Topsoil will be measured by the cubic yard to the nearest 0.5 cubic yard in
36 the haul conveyance or container at the point of delivery. The Inspector
37 shall be given a copy of the trip ticket or other such evidence, which lists
38 the quantity delivered and placed on site. The Contractor shall coordinate
39 same.

40
41 Bark or Wood Chip Mulch will be measured by the cubic yard in the haul
42 conveyance or container at the point of delivery. The Inspector shall be
43 given a copy of the trip ticket or other such evidence, which lists the
44 quantity delivered and placed on site. The Contractor shall coordinate
45 same.

SPECIAL PROVISIONS - Continued

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Seeding, fertilizing and mulching will be measured by the square yard by ground slope measurement.

8-02.5 Payment
(May 4, 2020 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 listed bid items that are included in the Proposal:

“Topsoil, Type __,” per cubic yard.

The unit contract price per cubic yard for “Topsoil, Type __” shall be full pay for all costs necessary for providing the source of material for topsoil Type __, for pre-excavation weed control, excavating, loading, hauling, intermediate windrowing, stockpiling, weed control on stockpiles or windrows, and removal, furnishing, placing, cultivating, spreading, processing, and compacting the topsoil.

“Bark or Wood Chip Mulch,” per cubic yard.

The unit contract price per cubic yard for “Bark or Wood Chip Mulch” shall be full pay for all costs necessary to furnish and install the bark mulch.

“Seeding, Fertilizing and Mulching,” per square yard.

The unit contract price per square yard for “Seeding, Fertilizing and Mulching” shall include all costs necessary to prepare the area, furnish and install the seed, fertilizer, mulch and tackifier, erect barriers, control weeds, establish lawn areas, water, mow, complete the Work as specified, and reseed as needed.

PROJECT DOCUMENTATION
(November 24, 2010 G&O GSP)

Description

The Work described in this section includes record drawings, photographs, and property release forms.

SPECIAL PROVISIONS - Continued

1 **Construction Requirements**

2

3 **Record Drawings**

4

5 Record drawings and other documents are to be maintained and annotated by
6 the Contractor during construction as follows: (1) a neatly and legibly marked set
7 of Contract Plans showing the final location of piping, structures, paving limits,
8 curbs, gutters, sidewalks, relocated utility structures, monuments, channelization,
9 etc.; (2) additional documents such as schedules, lists, drawings, and
10 easement/permit forms included in the Specifications; and (3) Contractor layout
11 and installation drawings.

12

13 Unless otherwise specified, record drawings shall be full size and maintained in a
14 clean, dry, and legible condition. Record documents shall not be used for
15 construction purposes and shall be available for review by the Contracting
16 Agency during normal working hours at the Contractor's field office. At the
17 completion of the Work and prior to final payment, all record drawings and
18 attachments shall be submitted to the Contracting Agency.

19

20 The record drawings shall be prepared concurrently with the Work being
21 performed and shall be kept current at all times. Annotations to the record
22 documents shall be made with an erasable colored pencil conforming to the
23 following color code:

24

25	Additions	-	Red
26	Deletions	-	Green
27	Comments	-	Blue
28	Dimensions	-	Graphite

29

30 The record drawings shall identify all existing or abandoned utilities that were
31 found during construction and not shown on the original Contract Plans.

32

33 The Contractor will be provided with one set of Contract Plans for this purpose.
34 At the end of the project, each record drawing and other document shall be
35 stamped and signed by the Contractor, attesting to the accuracy of the drawing
36 or other document.

37

38 **Photographs**

39

40 The Contractor shall provide comprehensive preconstruction photographs of the
41 entire Work site and adjoining properties. The photographs shall provide
42 complete coverage of all features.

43

44 Before construction starts, electronic files of all photos shall be delivered to the
45 Contracting Agency. Photographs shall be taken in and along the project limits,

SPECIAL PROVISIONS - Continued

1 prior to construction. Special attention shall be provided to depict existing
2 conditions, edge of pavement, drainage facilities, private improvements, and
3 utility markers. The photographs shall be provided with date the photos were
4 taken, and arranged in a logical order. The Contractor shall provide post-
5 construction photographs from the same spot and angle as the pre-construction
6 photographs. An electronic file of post-construction photos shall be submitted.
7 The Contractor shall provide 24 pre- and 24 post-construction photographs of the
8 Work site.

Property Release Forms

11
12 The Contractor shall be held responsible for acquiring signed property release
13 forms in the format provided in the Appendix, for all properties which have been
14 disturbed or damaged by the Contractor's operations, or utilized by the
15 Contractor for staging, storing, or stock piling of materials or equipment.

16
17 This work shall include submitting the form(s), as further shown herein, by
18 certified mail to each property owner effected and further including therein a self
19 addressed stamped envelope for the property owner's use. The enclosed self
20 addressed envelope shall be addressed to: City of Medina, c/o Ryan Osada,
21 Public Works Director, 501 Evergreen Point Road, Medina, Washington 98039.
22 Contractor shall provide a copy of all certified mailings to the Contracting Agency.

Payment

23
24
25
26 "Project Documentation," lump sum.

27
28 The lump sum contract price for "Project Documentation" shall be full
29 compensation for all costs incurred by the Contractor in performing the work
30 defined in this Section. The Contractor's record drawings will be reviewed
31 monthly for completeness by the Contracting Agency. If the record drawings do
32 not reflect the work performed, payment for those items of work not reflected on
33 the record drawings shall not be included in the current monthly progress
34 estimate.

DIVISION 9
MATERIALS

1 **DIVISION 9**

2 **MATERIALS**

3
4
5 **9-05 DRAINAGE STRUCTURES AND CULVERTS**

6
7 **9-05.15(2) Metal Frame and Solid Metal Cover for Catch Basins or Inlets**
8 (January 4, 2010 G&O GSP)

9
10 This Section is supplemented with the following:

11
12 Metal frames and solid metal covers for catch basins or inlets shall conform
13 to Section 9-05.15(2) of the Standard Specifications unless indicated
14 otherwise in the Contract Documents.

15
16 **9-05.20 Corrugated Polyethylene Storm Sewer Pipe**
17 (January 7, 2013 G&O GSP)

18
19 Delete the first sentence of the first paragraph and replace with the following:

20
21 Corrugated polyethylene storm sewer pipe, couplings and fittings shall meet
22 the requirements of AASHTO M 294 Type S.

PART 4
WAGE RATES

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 07/24/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
King	Asbestos Abatement Workers	Journey Level	\$56.80	<u>5D</u>	<u>1H</u>		View
King	Boilermakers	Journey Level	\$74.29	<u>5N</u>	<u>1C</u>		View
King	Brick Mason	Journey Level	\$66.32	<u>7E</u>	<u>1N</u>		View
King	Brick Mason	Pointer-Caulker-Cleaner	\$66.32	<u>7E</u>	<u>1N</u>		View
King	Building Service Employees	Janitor	\$28.23	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Traveling Waxer/Shampooer	\$28.68	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Window Cleaner (Non-Scaffold)	\$32.18	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Window Cleaner (Scaffold)	\$33.18	<u>5S</u>	<u>2F</u>		View
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		<u>1</u>		View
King	Carpenters	Acoustical Worker	\$71.53	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Bridge, Dock And Wharf Carpenters	\$71.53	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Floor Layer & Floor Finisher	\$71.53	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Journey Level	\$71.53	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Scaffold Erector	\$71.53	<u>15J</u>	<u>4C</u>		View
King	Cement Masons	Application of all Composition Mastic	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of all Epoxy Material	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of all Plastic Material	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of Sealing Compound	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of Underlayment	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Building General	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Composition or Kalman Floors	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Concrete Paving	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Curb & Gutter Machine	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Curb & Gutter, Sidewalks	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Curing Concrete	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Finish Colored Concrete	\$70.09	<u>15J</u>	<u>4U</u>		View

King	Cement Masons	Floor Grinding	\$70.09	15J	4U		View
King	Cement Masons	Floor Grinding/Polisher	\$69.59	15J	4U		View
King	Cement Masons	Green Concrete Saw, self-powered	\$70.09	15J	4U		View
King	Cement Masons	Grouting of all Plates	\$69.59	15J	4U		View
King	Cement Masons	Grouting of all Tilt-up Panels	\$69.59	15J	4U		View
King	Cement Masons	Gunite Nozzleman	\$70.09	15J	4U		View
King	Cement Masons	Hand Powered Grinder	\$70.09	15J	4U		View
King	Cement Masons	Journey Level	\$69.59	15J	4U		View
King	Cement Masons	Patching Concrete	\$69.59	15J	4U		View
King	Cement Masons	Pneumatic Power Tools	\$70.09	15J	4U		View
King	Cement Masons	Power Chipping & Brushing	\$70.09	15J	4U		View
King	Cement Masons	Sand Blasting Architectural Finish	\$70.09	15J	4U		View
King	Cement Masons	Screed & Rodding Machine	\$70.09	15J	4U		View
King	Cement Masons	Spackling or Skim Coat Concrete	\$69.59	15J	4U		View
King	Cement Masons	Troweling Machine Operator	\$70.09	15J	4U		View
King	Cement Masons	Troweling Machine Operator on Colored Slabs	\$70.09	15J	4U		View
King	Cement Masons	Tunnel Workers	\$70.09	15J	4U		View
King	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$126.05	15J	4C		View
King	Divers & Tenders	Dive Supervisor/Master	\$89.94	15J	4C		View
King	Divers & Tenders	Diver	\$126.05	15J	4C	8V	View
King	Divers & Tenders	Diver On Standby	\$84.94	15J	4C		View
King	Divers & Tenders	Diver Tender	\$77.16	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$89.09	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$94.09	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$107.09	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$103.09	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$105.59	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$110.59	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$112.59	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$114.59	15J	4C		View

King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$116.59	15J	4C		View
King	Divers & Tenders	Manifold Operator	\$77.16	15J	4C		View
King	Divers & Tenders	Manifold Operator Mixed Gas	\$82.16	15J	4C		View
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$77.16	15J	4C		View
King	Divers & Tenders	Remote Operated Vehicle Tender	\$71.98	15J	4C		View
King	Dredge Workers	Assistant Engineer	\$76.56	5D	3F		View
King	Dredge Workers	Assistant Mate (Deckhand)	\$75.97	5D	3F		View
King	Dredge Workers	Boatmen	\$76.56	5D	3F		View
King	Dredge Workers	Engineer Welder	\$78.03	5D	3F		View
King	Dredge Workers	Leverman, Hydraulic	\$79.59	5D	3F		View
King	Dredge Workers	Mates	\$76.56	5D	3F		View
King	Dredge Workers	Oiler	\$75.97	5D	3F		View
King	Drywall Applicator	Journey Level	\$71.53	15J	4C		View
King	Drywall Tapers	Journey Level	\$70.61	5P	1E		View
King	Electrical Fixture Maintenance Workers	Journey Level	\$37.19	5L	1E		View
King	Electricians - Inside	Cable Splicer	\$102.90	7C	4E		View
King	Electricians - Inside	Cable Splicer (tunnel)	\$110.61	7C	4E		View
King	Electricians - Inside	Certified Welder	\$99.38	7C	4E		View
King	Electricians - Inside	Certified Welder (tunnel)	\$106.75	7C	4E		View
King	Electricians - Inside	Construction Stock Person	\$49.28	7C	4E		View
King	Electricians - Inside	Journey Level	\$95.88	7C	4E		View
King	Electricians - Inside	Journey Level (tunnel)	\$102.90	7C	4E		View
King	Electricians - Motor Shop	Journey Level	\$48.68	5A	1B		View
King	Electricians - Powerline Construction	Cable Splicer	\$93.00	5A	4D		View
King	Electricians - Powerline Construction	Certified Line Welder	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Groundperson	\$55.27	5A	4D		View
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	5A	4D		View
King	Electricians - Powerline Construction	Meter Installer	\$55.27	5A	4D	8W	View
King	Electricians - Powerline Construction	Pole Sprayer	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Powderperson	\$63.50	5A	4D		View
King	Electronic Technicians	Journey Level	\$62.13	7E	1E		View
King	Elevator Constructors	Mechanic	\$107.49	7D	4A		View
King	Elevator Constructors	Mechanic In Charge	\$116.13	7D	4A		View
King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$21.34	5B	1R		View

King	Fence Erectors	Fence Erector	\$48.14	15J	4V	8Y	View
King	Fence Erectors	Fence Laborer	\$48.14	15J	4V	8Y	View
King	Flaggers	Journey Level	\$48.14	15J	4V	8Y	View
King	Glaziers	Journey Level	\$75.91	7L	1Y		View
King	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$84.84	15H	11C		View
King	Heating Equipment Mechanics	Journey Level	\$94.11	7F	1E		View
King	Hod Carriers & Mason Tenders	Journey Level	\$59.85	15J	4V	8Y	View
King	Industrial Power Vacuum Cleaner	Journey Level	\$15.74		1		View
King	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
King	Inland Boatmen	Cook	\$56.48	5B	1K		View
King	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
King	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
King	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
King	Inland Boatmen	Mate	\$57.31	5B	1K		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$31.49		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$15.74		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$24.91		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$19.33		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$20.45		1		View
King	Insulation Applicators	Journey Level	\$71.53	15J	4C		View
King	Ironworkers	Journeyman	\$83.79	15K	11N		View
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$56.80	15J	4V	8Y	View
King	Laborers	Airtrac Drill Operator	\$58.56	15J	4V	8Y	View
King	Laborers	Ballast Regular Machine	\$56.80	15J	4V	8Y	View
King	Laborers	Batch Weighman	\$48.14	15J	4V	8Y	View
King	Laborers	Brick Pavers	\$56.80	15J	4V	8Y	View
King	Laborers	Brush Cutter	\$56.80	15J	4V	8Y	View
King	Laborers	Brush Hog Feeder	\$56.80	15J	4V	8Y	View
King	Laborers	Burner	\$56.80	15J	4V	8Y	View
King	Laborers	Caisson Worker	\$58.56	15J	4V	8Y	View
King	Laborers	Carpenter Tender	\$56.80	15J	4V	8Y	View
King	Laborers	Cement Dumper-paving	\$57.84	15J	4V	8Y	View
King	Laborers	Cement Finisher Tender	\$56.80	15J	4V	8Y	View
King	Laborers	Change House Or Dry Shack	\$56.80	15J	4V	8Y	View
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$57.84	15J	4V	8Y	View
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$56.80	15J	4V	8Y	View
King	Laborers	Choker Setter	\$56.80	15J	4V	8Y	View

King	Laborers	Chuck Tender	\$56.80	15J	4V	8Y	View
King	Laborers	Clary Power Spreader	\$57.84	15J	4V	8Y	View
King	Laborers	Clean-up Laborer	\$56.80	15J	4V	8Y	View
King	Laborers	Concrete Dumper/Chute Operator	\$57.84	15J	4V	8Y	View
King	Laborers	Concrete Form Stripper	\$56.80	15J	4V	8Y	View
King	Laborers	Concrete Placement Crew	\$57.84	15J	4V	8Y	View
King	Laborers	Concrete Saw Operator/Core Driller	\$57.84	15J	4V	8Y	View
King	Laborers	Crusher Feeder	\$48.14	15J	4V	8Y	View
King	Laborers	Curing Laborer	\$56.80	15J	4V	8Y	View
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$56.80	15J	4V	8Y	View
King	Laborers	Ditch Digger	\$56.80	15J	4V	8Y	View
King	Laborers	Diver	\$58.56	15J	4V	8Y	View
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$57.84	15J	4V	8Y	View
King	Laborers	Dry Stack Walls	\$56.80	15J	4V	8Y	View
King	Laborers	Dump Person	\$56.80	15J	4V	8Y	View
King	Laborers	Epoxy Technician	\$56.80	15J	4V	8Y	View
King	Laborers	Erosion Control Worker	\$56.80	15J	4V	8Y	View
King	Laborers	Faller & Bucker Chain Saw	\$57.84	15J	4V	8Y	View
King	Laborers	Fine Graders	\$56.80	15J	4V	8Y	View
King	Laborers	Firewatch	\$48.14	15J	4V	8Y	View
King	Laborers	Form Setter	\$57.84	15J	4V	8Y	View
King	Laborers	Gabian Basket Builders	\$56.80	15J	4V	8Y	View
King	Laborers	General Laborer	\$56.80	15J	4V	8Y	View
King	Laborers	Grade Checker & Transit Person	\$59.85	15J	4V	8Y	View
King	Laborers	Grinders	\$56.80	15J	4V	8Y	View
King	Laborers	Grout Machine Tender	\$56.80	15J	4V	8Y	View
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$57.84	15J	4V	8Y	View
King	Laborers	Guardrail Erector	\$56.80	15J	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level A)	\$58.56	15J	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level B)	\$57.84	15J	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level C)	\$56.80	15J	4V	8Y	View
King	Laborers	High Scaler	\$58.56	15J	4V	8Y	View
King	Laborers	Jackhammer	\$57.84	15J	4V	8Y	View
King	Laborers	Laserbeam Operator	\$57.84	15J	4V	8Y	View
King	Laborers	Maintenance Person	\$56.80	15J	4V	8Y	View
King	Laborers	Manhole Builder-Mudman	\$57.84	15J	4V	8Y	View
King	Laborers	Material Yard Person	\$56.80	15J	4V	8Y	View
King	Laborers	Mold Abatement Worker	\$56.80	15J	4V	8Y	View
King	Laborers	Motorman-Dinky Locomotive	\$59.95	15J	4V	8Y	View

King	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$59.85	15J	4V	8Y	View
King	Laborers	Pavement Breaker	\$57.84	15J	4V	8Y	View
King	Laborers	Pilot Car	\$48.14	15J	4V	8Y	View
King	Laborers	Pipe Layer (Lead)	\$59.85	15J	4V	8Y	View
King	Laborers	Pipe Layer/Tailor	\$57.84	15J	4V	8Y	View
King	Laborers	Pipe Pot Tender	\$57.84	15J	4V	8Y	View
King	Laborers	Pipe Reliner	\$57.84	15J	4V	8Y	View
King	Laborers	Pipe Wrapper	\$57.84	15J	4V	8Y	View
King	Laborers	Pot Tender	\$56.80	15J	4V	8Y	View
King	Laborers	Powderman	\$58.56	15J	4V	8Y	View
King	Laborers	Powderman's Helper	\$56.80	15J	4V	8Y	View
King	Laborers	Power Jacks	\$57.84	15J	4V	8Y	View
King	Laborers	Railroad Spike Puller - Power	\$57.84	15J	4V	8Y	View
King	Laborers	Raker - Asphalt	\$59.85	15J	4V	8Y	View
King	Laborers	Re-timberman	\$58.56	15J	4V	8Y	View
King	Laborers	Remote Equipment Operator	\$57.84	15J	4V	8Y	View
King	Laborers	Rigger/Signal Person	\$57.84	15J	4V	8Y	View
King	Laborers	Rip Rap Person	\$56.80	15J	4V	8Y	View
King	Laborers	Rivet Buster	\$57.84	15J	4V	8Y	View
King	Laborers	Rodder	\$57.84	15J	4V	8Y	View
King	Laborers	Scaffold Erector	\$56.80	15J	4V	8Y	View
King	Laborers	Scale Person	\$56.80	15J	4V	8Y	View
King	Laborers	Sloper (Over 20")	\$57.84	15J	4V	8Y	View
King	Laborers	Sloper Sprayer	\$56.80	15J	4V	8Y	View
King	Laborers	Spreader (Concrete)	\$57.84	15J	4V	8Y	View
King	Laborers	Stake Hopper	\$56.80	15J	4V	8Y	View
King	Laborers	Stock Piler	\$56.80	15J	4V	8Y	View
King	Laborers	Swinging Stage/Boatswain Chair	\$48.14	15J	4V	8Y	View
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$57.84	15J	4V	8Y	View
King	Laborers	Tamper (Multiple & Self-propelled)	\$57.84	15J	4V	8Y	View
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$57.84	15J	4V	8Y	View
King	Laborers	Toolroom Person (at Jobsite)	\$56.80	15J	4V	8Y	View
King	Laborers	Topper	\$56.80	15J	4V	8Y	View
King	Laborers	Track Laborer	\$56.80	15J	4V	8Y	View
King	Laborers	Track Liner (Power)	\$57.84	15J	4V	8Y	View
King	Laborers	Traffic Control Laborer	\$51.48	15J	4V	9C	View
King	Laborers	Traffic Control Supervisor	\$54.55	15J	4V	9C	View
King	Laborers	Truck Spotter	\$56.80	15J	4V	8Y	View
King	Laborers	Tugger Operator	\$57.84	15J	4V	8Y	View

King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$158.87	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$163.90	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$167.58	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$173.28	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$175.40	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$180.50	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$182.40	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$184.40	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$186.40	15J	4V	9B	View
King	Laborers	Tunnel Work-Guage and Lock Tender	\$59.95	15J	4V	8Y	View
King	Laborers	Tunnel Work-Miner	\$59.95	15J	4V	8Y	View
King	Laborers	Vibrator	\$57.84	15J	4V	8Y	View
King	Laborers	Vinyl Seamer	\$56.80	15J	4V	8Y	View
King	Laborers	Watchman	\$43.76	15J	4V	8Y	View
King	Laborers	Welder	\$57.84	15J	4V	8Y	View
King	Laborers	Well Point Laborer	\$57.84	15J	4V	8Y	View
King	Laborers	Window Washer/Cleaner	\$43.76	15J	4V	8Y	View
King	Laborers - Underground Sewer & Water	General Laborer & Topman	\$56.80	15J	4V	8Y	View
King	Laborers - Underground Sewer & Water	Pipe Layer	\$57.84	15J	4V	8Y	View
King	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$43.76	15J	4V	8Y	View
King	Landscape Construction	Landscape Operator	\$78.80	15J	11G	8X	View
King	Landscape Maintenance	Groundskeeper	\$17.87		1		View
King	Lathers	Journey Level	\$71.53	15J	4C		View
King	Marble Setters	Journey Level	\$66.32	7E	1N		View
King	Metal Fabrication (In Shop)	Fitter/Certified Welder	\$42.17	15I	11E		View
King	Metal Fabrication (In Shop)	General Laborer	\$30.07	15I	11E		View
King	Metal Fabrication (In Shop)	Mechanic	\$43.63	15I	11E		View
King	Metal Fabrication (In Shop)	Welder/Burner	\$39.28	15I	11E		View
King	Millwright	Journey Level	\$73.08	15J	4C		View
King	Modular Buildings	Cabinet Assembly	\$15.74		1		View
King	Modular Buildings	Electrician	\$15.74		1		View
King	Modular Buildings	Equipment Maintenance	\$15.74		1		View
King	Modular Buildings	Plumber	\$15.74		1		View
King	Modular Buildings	Production Worker	\$15.74		1		View
King	Modular Buildings	Tool Maintenance	\$15.74		1		View
King	Modular Buildings	Utility Person	\$15.74		1		View
King	Modular Buildings	Welder	\$15.74		1		View

King	Painters	Journey Level	\$49.46	6Z	11J		View
King	Pile Driver	Crew Tender	\$77.16	15J	4C		View
King	Pile Driver	Journey Level	\$71.98	15J	4C		View
King	Plasterers	Journey Level	\$67.49	7Q	1R		View
King	Plasterers	Nozzleman	\$71.49	7Q	1R		View
King	Playground & Park Equipment Installers	Journey Level	\$15.74		1		View
King	Plumbers & Pipefitters	Journey Level	\$96.69	6Z	1G		View
King	Power Equipment Operators	Asphalt Plant Operators	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Assistant Engineer	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Barrier Machine (zipper)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Batch Plant Operator: concrete	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Boat Operator	\$80.33	7A	11H	8X	View
King	Power Equipment Operators	Bobcat	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Brooms	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Bump Cutter	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Cableways	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Chipper	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Compressor	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Conveyors	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Cranes Friction: 200 tons and over	\$82.76	7A	11H	8X	View
King	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$75.55	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$81.12	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$79.62	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.97	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.76	7A	11H	8X	View

King	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.33	7A	11H	8X	View
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$81.97	7A	11H	8X	View
King	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$79.00	7A	11H	8X	View
King	Power Equipment Operators	Crusher	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Derricks, On Building Work	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Dozers D-9 & Under	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Drilling Machine	\$80.92	15J	11G	8X	View
King	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Gradechecker/Stakeman	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Guardrail Punch	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$79.00	7A	11H	8X	View
King	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$75.55	7A	11H	8X	View
King	Power Equipment Operators	Leverman	\$81.75	15J	11G	8X	View
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Loaders, Plant Feed	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Locomotives, All	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Material Transfer Device	\$79.41	15J	11G	8X	View

King	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$80.92	15J	11G	8X	View
King	Power Equipment Operators	Motor Patrol Graders	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.62	7A	11H	8X	View
King	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$81.12	7A	11H	8X	View
King	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$80.33	7A	11H	8X	View
King	Power Equipment Operators	Pavement Breaker	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Posthole Digger, Mechanical	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Power Plant	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Pumps - Water	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Rigger and Bellman	\$75.55	7A	11H	8X	View
King	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$79.00	7A	11H	8X	View
King	Power Equipment Operators	Rollagon	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Saws - Concrete	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Service Engineers: Equipment	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.12	15J	11G	8X	View

King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$80.92	15J	11G	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.75	15J	11G	8X	View
King	Power Equipment Operators	Slipform Pavers	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Spreader, Topsider & Screedman	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Subgrader Trimmer	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Tower Bucket Elevators	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$81.97	7A	11H	8X	View
King	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$81.12	7A	11H	8X	View
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$82.76	7A	11H	8X	View
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Trenching Machines	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$79.62	7A	11H	8X	View
King	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$79.00	7A	11H	8X	View
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Welder	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Yo Yo Pay Dozer	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Boat Operator	\$80.33	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Brooms	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cableways	\$80.12	15J	11G	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Chipper	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Compressor	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$82.76	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$75.55	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$81.12	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$79.62	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$79.62	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.97	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.76	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.33	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$81.97	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$79.00	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Crusher	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$78.80	15J	11G	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$80.92	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Gradechecker/Stakeman	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Locator	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Operator	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$75.55	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$79.00	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Leverman	\$81.75	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$80.92	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.35	15J	11G	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.62	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$81.12	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$80.33	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$75.55	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$79.00	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$78.80	15J	11G	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$80.92	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.75	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$81.97	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$81.12	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$82.76	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$79.62	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$79.62	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$79.00	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Welder	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$79.41	15J	11G	8X	View
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A		View
King	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A		View
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A		View
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A		View

King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	<u>5A</u>	<u>4A</u>	View
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$92.51	<u>6Z</u>	<u>1G</u>	View
King	Residential Brick Mason	Journey Level	\$66.32	<u>7E</u>	<u>1N</u>	View
King	Residential Carpenters	Journey Level	\$36.44		<u>1</u>	View
King	Residential Cement Masons	Journey Level	\$46.64		<u>1</u>	View
King	Residential Drywall Applicators	Journey Level	\$71.53	<u>15J</u>	<u>4C</u>	View
King	Residential Drywall Tapers	Journey Level	\$36.36		<u>1</u>	View
King	Residential Electricians	Journey Level	\$48.80		<u>1</u>	View
King	Residential Glaziers	Journey Level	\$28.93		<u>1</u>	View
King	Residential Insulation Applicators	Journey Level	\$28.18		<u>1</u>	View
King	Residential Laborers	Journey Level	\$29.73		<u>1</u>	View
King	Residential Marble Setters	Journey Level	\$27.38		<u>1</u>	View
King	Residential Painters	Journey Level	\$23.47		<u>1</u>	View
King	Residential Plumbers & Pipefitters	Journey Level	\$96.69	<u>6Z</u>	<u>1G</u>	View
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$92.51	<u>6Z</u>	<u>1G</u>	View
King	Residential Sheet Metal Workers	Journey Level	\$94.11	<u>7F</u>	<u>1E</u>	View
King	Residential Soft Floor Layers	Journey Level	\$55.76	<u>5A</u>	<u>3J</u>	View
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$58.26	<u>5C</u>	<u>2R</u>	View
King	Residential Stone Masons	Journey Level	\$66.32	<u>7E</u>	<u>1N</u>	View
King	Residential Terrazzo Workers	Journey Level	\$60.36	<u>7E</u>	<u>1N</u>	View
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		<u>1</u>	View
King	Residential Tile Setters	Journey Level	\$21.04		<u>1</u>	View
King	Roofers	Journey Level	\$60.95	<u>5A</u>	<u>3H</u>	View
King	Roofers	Using Irritable Bituminous Materials	\$63.95	<u>5A</u>	<u>3H</u>	View
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$94.11	<u>7F</u>	<u>1E</u>	View
King	Shipbuilding & Ship Repair	New Construction Boilermaker	\$50.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Carpenter	\$50.95	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Crane Operator	\$41.83	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Electrician	\$50.42	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$84.84	<u>15H</u>	<u>11C</u>	View
King	Shipbuilding & Ship Repair	New Construction Laborer	\$50.95	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Machinist	\$50.95	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$41.83	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Painter	\$50.95	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Pipefitter	\$50.95	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Rigger	\$50.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$50.35	<u>7X</u>	<u>4J</u>	View

King	Shipbuilding & Ship Repair	New Construction Shipwright	\$50.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$41.83	<u>7V</u>	<u>1</u>		View
King	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$50.35	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$50.35	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$50.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Electrician	\$50.42	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$84.84	<u>15H</u>	<u>11C</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Laborer	\$50.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Machinist	\$50.95	<u>7X</u>	<u>4J</u>		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	\$50.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$50.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Rigger	\$50.35	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$50.35	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$50.95	<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	\$55.78	<u>0</u>	<u>1</u>		View
King	Sign Makers & Installers (Non-Electrical)	Journey Level	\$35.73	<u>0</u>	<u>1</u>		View
King	Soft Floor Layers	Journey Level	\$62.39	<u>15J</u>	<u>4C</u>		View
King	Solar Controls For Windows	Journey Level	\$15.74		<u>1</u>		View
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$92.49	<u>5C</u>	<u>1X</u>		View
King	Stage Rigging Mechanics (Non Structural)	Journey Level	\$15.74		<u>1</u>		View
King	Stone Masons	Journey Level	\$66.32	<u>7E</u>	<u>1N</u>		View
King	Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		<u>1</u>		View
King	Surveyors	Assistant Construction Site Surveyor	\$79.00	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Chainman	\$75.55	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Construction Site Surveyor	\$80.33	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Drone Operator (when used in conjunction with survey work only)	\$75.55	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Ground Penetrating Radar Operator	\$75.55	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Telecommunication Technicians	Journey Level	\$62.13	<u>7E</u>	<u>1E</u>		View
King	Telephone Line Construction - Outside	Cable Splicer	\$39.15	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.29	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$32.72	<u>5A</u>	<u>2B</u>		View

King	Telephone Line Construction - Outside	Telephone Lineperson	\$37.00	<u>5A</u>	<u>2B</u>		View
King	Terrazzo Workers	Journey Level	\$60.36	<u>7E</u>	<u>1N</u>		View
King	Tile Setters	Journey Level	\$60.36	<u>7E</u>	<u>1N</u>		View
King	Tile, Marble & Terrazzo Finishers	Finisher	\$51.19	<u>7E</u>	<u>1N</u>		View
King	Traffic Control Stripers	Journey Level	\$51.90	<u>7A</u>	<u>1K</u>		View
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$72.45	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Asphalt Mix To 16 Yards	\$71.61	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Dump Truck	\$71.61	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Dump Truck & Trailer	\$72.45	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Other Trucks	\$72.45	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers - Ready Mix	Transit Mix	\$72.45	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		<u>1</u>		View
King	Well Drillers & Irrigation Pump Installers	Oiler	\$15.74		<u>1</u>		View
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>		View

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Overtime Codes

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

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

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

- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

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

- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

Overtime Codes Continued

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
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- 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.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).

All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed 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.

Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an 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 more than four (4) hours of a special shift can only be performed outside the normal 6am 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 the 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).

Overtime Codes Continued

4. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- 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.

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. J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- M. 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.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that 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 of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- 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.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

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).
- 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).

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Holiday Codes Continued

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

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, 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.

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.

Note Codes Continued

8. U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.
- When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging 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.
- 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.)

Note Codes Continued

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130’ to 199’ – \$0.50 per hour over their classification rate.

(B) – 200’ to 299’ – \$0.80 per hour over their classification rate.

(C) – 300’ and over – \$1.00 per hour over their classification rate.

- B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- 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.

Note Codes Continued

9. H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

PART 5
APPENDIX

APPENDIX A

PROPERTY RELEASE

PROPERTY RELEASE

(Owner's Name)

(Property Address)

DATE: _____

I, _____, owner of _____
(Property Owner's Name) (Property

_____, hereby release
(Description or Address)

_____, from any property
(Contractor's Name)

damage or personal injury resulting from construction adjacent

to or on my property located at _____,
(Property Address)

during construction of the Upland Road Drainage Improvements. My signature below is my acknowledgment and acceptance that my property, as identified above, was returned to a satisfactory condition.

Name: _____

Signed: _____

Address: _____

Phone: _____