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3		February 26, 2020	
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1	SECTION 1
2	INVITATION FOR BIDS

1 2

<u>CITY OF LYNNWOOD</u> INVITATION FOR BIDS

3 **<u>SUBMITTAL OF SEALED BIDS:</u>**

4 Sealed bid proposals ("Bids") will be received by the Public Works Director, or the Public Works

5 Director's representative, at Lynnwood City Hall, 19100 44th Avenue W., Lynnwood, Snohomish

6 County, Washington, 98036 (or mailed to P.O. Box 5008, Lynnwood, WA 98046-5008), until 2:00

- 7 p.m., February 26, 2020, for the following project ("Project"):
- 8

2020 Pavement Preservation Project

9 Capitalized terms not defined in this Invitation for Bids shall have the meanings set forth in the

10 Project Manual of which this Invitation for Bids is a part.

11 **BID OPENING:**

12 At the time and date above stated, the Bids will be publicly opened and read aloud ("Bid

13 Opening"). Bids are to be submitted only on the bid proposal forms provided with the Project

14 Manual. All Bids must be accompanied by a bid bond, cashier's check, certified check, or postal

15 money order in an amount not less than five percent (5%) of the total amount of the Bid. Bids

16 received after the time fixed for the Bid Opening will not be considered.

17 **DESCRIPTION OF WORK:**

18 This Contract provides for the improvement of various City of Lynnwood roadways by HMA for

19 pavement repair, grind and overlay, fog seal, curb ramps, pedestrian push buttons and pedestrian

20 signals, raised pavement markers, paint line, plastic pavement markings, and other work, all in

21 accordance with the attached Contract Plans, these Contract Provisions, and the Standard

22 Specifications.

23 All Bids shall be based upon compliance with the Project Manual (including, without limitation,

the Contract Plans and Specifications). The estimated cost range for this project is \$ 2,000,000 to

25 <u>\$2,400,000</u>. The project shall be Physically Completed within 60 working days of the Notice to

26 <u>Proceed.</u>

27 **OBTAINING BID DOCUMENTS:**

28 The Project Manual for this Project (including the Contract Plans, Specifications and all other

29 Contract Documents) may be examined at the Lynnwood City Hall. All questions regarding to

30 this Project shall be addressed to Nicholas Barnett, P.E., Project Manager, at

- 31 <u>NBarnett@lynnwoodwa.gov</u>.
- 32 The Project Manual, plans, specifications, addenda, bidders list, and plan holders list for this

33 project are available through Builders Exchange at the City of Lynnwood's on-line plan room.

34 Free of charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to

35 http://www.bxwa.com and clicking on "Posted Projects", "Public Works" and "City of

- 1 Lynnwood". Bidders are encouraged to "Register" in order to receive automatic email notification
- 2 of future addenda and to be placed on the "Bidders List". This on-line plan room provides Bidders
- 3 with fully usable on-line documents with the ability to download, print to your own printer, order
- 4 full / partial plan sets from hundreds of reprographic sources (on-line print order form), and a free
- 5 on-line digitizer / take-off tool. Contact Builders Exchange of Washington at 425-258-1303 should
- 6 you require assistance.
- 7 The Contractor shall contact Nicholas Barnett by email with questions no later than February 21,
- 8 2020 by 2:00 PM.
- 9 The City of Lynnwood expressly reserves the right to reject any or all Bids, to waive irregularities,
- 10 and to award the Project to the lowest responsive, responsible Bidder.
- 11 Bidder Proposals shall remain valid for forty-five (45) days after the actual date of Bid Opening.
- 12 The City of Lynnwood in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252,
- 13 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of
- 14 Transportation, subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-
- 15 Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby
- 16 notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this 17 advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded
- 17 advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded 18 full opportunity to submit bids in response to this invitation and will not be discriminated against
- 19 on the grounds of race, color, national origin or sex in consideration for an award.

William A. Franz, P.E. Public Works Director

- 21 Published: Everett Herald February 12, 2020, February 19, 2020
- 22
- 23 Daily Journal of Commerce February 12, 2020, February 19, 2020

1	SECTION 2
2	BIDDER'S CHECKLIST
3	INSTRUCTIONS TO BIDDERS

1		BIDDER'S CHECKLIST
2 3 4	This no are pro	on-inclusive checklist is included here as a convenience to the Bidder to ensure that all items operly addressed.
5 6	These 1.	items are related to the submittal of a Bid: Have you included a unit or lump sum price for each bid item on the proposal?
7	2.	Have you completed the Bid Security?
8	3.	Has the Bid Bond or Bid Deposit (certified check) been enclosed with your Bid?
9	4.	Is the amount of the bid guaranty at least 5% of the total amount of the Bid?
10	5.	Has the proposal been properly signed?
11	6.	Have you completed Statement of Bidder's Qualifications & Responsible Bidder
12 13	7	Determination Forms? (NOTE new requirement for L & I training, effective 7/1/2019) Have you certified receipt of addenda?
13 14	7. 8	Have you listed all subcontractors as required by RCW 39 30 060?
15	0. 9	Have you completed the Non-Collusion Affidavit?
16	10	Have you completed and signed under penalty of periury the "Contractor Certification-
17	10.	Wage Law Compliance-Responsibility Criteria" document (DOT Form 272-009) in the
18		Bid Proposal Package?
19		
20	By 12:	00 PM (noon) of the second business day following bid submittal deadline, Apparent Low
21	Bidde	r shall submit the following:
22	1.	Supplemental Bidder Responsibility criteria documentation for Bidder (Prime) as outlined
23		in Section 2.22B of Instructions to Bidders, including the following affidavits, provided at
24		the end of Section 4:
25		a. Delinquent State Taxes
26		b. Public Bidding Crimes
27		c. Termination for Cause / Termination for Default
28		d. Lawsuits
29	2.	Completed "Responsible Subcontractor Determination Form" for proposed (named in bid)
30		subcontractors, as outlined in Section 2.22.C of Instructions to Bidders.
31	The fe	
32 33	$\frac{1 \text{ ne } 10}{\text{ be even}}$	suited by the successful Bidder after award:
33 34	1	Contract
35	2.	Performance Bond
36	<u>-</u> . 3.	Payment Bond
37	4.	Certificate of Insurance
38	5.	Contractor's Declaration of Option for Management of Statutory Retained Percentage
39		

1		CITY OF LYNNWOOD
3		INSTRUCTIONS TO BIDDERS
4	2.01	SUBMISSION OF BIDS:
5 6 7 8 9 10 11		To receive consideration, Bids must be received at the <u>City of Lynnwood, 19100 44th Ave.</u> <u>West, Lynnwood, WA 98036 (physical), or P.O. Box 5008, Lynnwood WA 98046-5008</u> (mailing), prior to the specified date and time of the Bid Opening, in a sealed envelope, clearly marked with the Bidder's company or firm name, address, telephone number, Invitation for Bid number, Project name, and the date and time of the Bid Opening. Mailed Bids must be actually <u>received</u> at the Public Works Director's office prior to the date and time noted in the Invitation for Bid.
12 13 14 15		<u>Note</u> : Any deviations from the required Contract Plans, Specifications or other Contract Documents shall be identified in writing by the Bidder, and the Invitation for Bid number and company or firm name should appear on any technical data or other information furnished by the Bidder with its Bid.
16	2.02	SIGNATURE:
17 18 19 20 21 22 23 24		Each Bid must be signed in longhand by the Bidder. Bids by general or limited partnerships must be executed in the partnership name by at least one of the general partners, followed by signature(s) and designation(s) of the signing partner(s). Bids by corporations, limited liabilities companies and other legal entities must be executed in the legal name of the entity, followed by the name of the State or Province of organization and by the signature of the president, manager or other officer or person authorized to execute legal documents on behalf of the entity. The typed or printed name of the person(s) signing the Bid shall appear below each signature.
25 26		<u>Note</u> : If erasures or other changes appear on the Bid forms as submitted, each erasure or change must be initialed by an authorized representative of the entity submitting the bid.
27	2.03	BID FORM:
28 29		Bids will not be considered unless submitted on the <u>Bid form</u> included in the Project Manual.
30	2.04	BID DEPOSIT:
31 32 33 34 35 36 37		All Bids must be accompanied by cash, a bid bond, cashier's check or certified check on a solvent bank, payable to City of Lynnwood , in the sum of five percent (5%) of the Bid amount ("Deposit"). Said Deposit will be held as a guarantee that the successful Bidder will, within ten days from the date of notification of award, enter into a Contract and furnish approved Payment and Performance Bonds, on the forms enclosed in the Project Manual, in amounts equal to one hundred percent (100%) of the amount of the Contact, including state sales tax. Deposits of all other Bidders will be returned as soon as practicable after

award of the Contract. Should a Bidder fail to enter into a Contract within ten (10) days
 after notice of acceptance of its Bid, the Bidder's Deposit shall be forfeited to the City.

3 2.05 <u>WITHDRAWAL OF BIDS</u>:

Any Bidder may withdraw its Bid, either personally or by written request, at any time prior
to the time set for the Bid Opening. However, after the Bid Opening, no Bid may be
withdrawn for forty-five (45) days after the date of the actual Bid Opening.

7 2.06 <u>MODIFICATION OF BIDS</u>:

8 A Bid that is in the possession of the City of Lynnwood (City) may be modified, altered or 9 amended by a letter or facsimile from and signed by an authorized representative of the 10 Bidder, provided it is received prior to the time and date of the Bid Opening. No oral or 11 telephonic modifications will be accepted.

12 2.07 <u>EXCEPTIONS</u>:

13 If awarded a Contract, the Bidder will be required to furnish the construction and services 14 in strict accordance with the Project Manual, including, without limitation, all materials, 15 equipment, tools, plant and other facilities and all management, superintendents, labor, and 16 services, except as may be provided otherwise in the Project Manual, unless an exception, 17 substitution or deviation, clearly noted and described in the Bid in the space provided, is 18 approved by the City in awarding the Contract (collectively, the "Work").

19 2.08 <u>TAXES</u>:

Unless otherwise noted on the Proposal form, bids shall show prices as separate entries
before Washington State Sales Tax. The City reserves the right to remit Sales Tax, at the
Lynnwood rate, directly to Washington State Department of Revenue. See Section 1-07.2
of the Standard Specifications.

24 2.09 <u>LATE BIDS AND MODIFICATIONS OF BIDS</u>:

Any Bid or modification of a Bid will not be considered unless it was actually received at
the Public Works Director's Office before the exact time set for the Bid Opening.

27 2.10 <u>NON-COLLUSION AFFIDAVIT</u>:

All Bidders must complete the attached non-collusion affidavit. Bids submitted without a
 completed affidavit will be considered non-responsive.

1 2.11 <u>ADDENDA</u>:

If Lynnwood issues Addenda to the Project Manual, bidders must acknowledge receipt of the addenda on the Bid Form. It is the Bidders responsibility to ensure that they have received all addenda. Lynnwood will make reasonable effort to provide addenda to all bidders by posting to the City's on-line plan room at Builders Exchange <u>http://www.bxwa.com</u>.

7 If receipt of Addenda (if any) is not indicated on the Bid Form, Lynnwood may assume the
 8 Bid considers all Addenda OR the bid may be rejected at the City's discretion.

9 2.12 <u>NONRESPONSIVE BIDS</u>:

10 Any Bid that is incomplete, does not comply with the Bid schedule or other instructions in 11 the Project Manual, or is not properly signed, may be considered non-responsive. Any Bid 12 which includes any exceptions, substitutions or deviations from any part of the Project 13 Manual will be considered non-responsive.

14 2.13 <u>REJECTION OF BIDS</u>:

Any Bids that are non-responsive or deviate from the express requirements of the Project
 Manual may be rejected at the City's discretion.

17 2.14 <u>INTERPRETATION OF CONTRACT DOCUMENTS</u>:

18 The Bidder shall promptly notify the City of any discovered conflicts, ambiguities, or 19 discrepancies in or between, or omissions from, the Contract Documents. No oral 20 interpretations will be made to any Bidder as to the meaning of the Project Manual or any 21 Contract Document; and any oral communications are not binding on the City. Requests 22 for an interpretation must be made in writing and received by the Public Works Director at 23 least four (4) days before the date specified for the Bid Opening. Any interpretation 24 deemed necessary by the City will be in the form of an addendum to the Project Manual 25 and when issued will be posted as promptly as is practical to the City's on-line plan room at Builders Exchange of Washington at http://www.bxwa.com. All such addenda shall 26 become part of the Project Manual. 27

28 2.15 <u>EXAMINATION OF SITE AND CONTRACT DOCUMENTS</u>:

29 The submission of a Bid shall constitute an acknowledgment upon which the City may rely 30 that the Bidder has thoroughly examined and is familiar with (a) the Project Manual 31 (including Contract Plans, Specifications and all other Contract Documents) and all work 32 sites identified in the Project Manual, and (b) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the Work to be 33 34 provided thereunder. The failure or neglect of a Bidder to examine the Project Manual, 35 work site(s), or statutes, regulations, ordinances or resolutions shall in no way relieve the Bidder from any obligation with respect to the Bidder's Bid or the Contract. No claim for 36 37 additional compensation will be allowed which is based upon a lack of knowledge of any

1 Contract Document, work site, statute, regulation, ordinance or resolution. The submittal 2 of a Bid shall be deemed an offer by the Bidder to perform the Work in accordance with 3 the Project Manual and the Bid. The furnishing by the City to a Bidder of a signed purchase 4 order or contract shall result in a binding contract without further action by either party.

5 2.16 <u>BID ERRORS</u>:

- A. A Bidder who wishes to claim error after the Bids have been opened and read shall
 submit a notarized affidavit signed by the Bidder, accompanied by original worksheets
 used in the preparation of the Bid. The affidavit shall describe the specific error(s) and
 certify that the worksheets are the originals used in the preparation of the Bid.
- 10 B. The affidavit and the worksheets must be received by the City before 5:00 p.m. local time on the next business day following the day of the Bid Opening or the claim of 11 error will not be considered. The City will review the certified worksheets to determine 12 13 the validity of the claimed error. If the claim of error is allowable under applicable law, the Bidder will be relieved of responsibility, and the Bid Deposit of the Bidder 14 15 claiming error will be returned. Thereafter, at the discretion of the City, all Bids may be rejected or the Contract may be awarded to the next lowest responsive, responsible 16 17 Bidder.
- 18 C. All bidders shall be presumed to know the bid results that are opened and read by the 19 City. The City has no affirmative duty to notify any bidder as to their bid order or rank.

20 2.17 <u>ESTIMATED QUANTITIES</u>:

Unit quantities shown in the Contract Documents are estimates and are stated only for Bid comparison purposes. The City does not warrant that the actual unit quantities will correspond with those estimates. The City reserves the right to increase or decrease any unit quantities shown in the Contract Documents by up to 25% without adjusting the unit contract prices. Payment will be made on the basis of the actual quantities of each item of Work satisfactorily completed in accordance with the requirements of the Contract Documents.

28 2.18 <u>SUBMISSION OF SUBCONTRACTOR INFORMATION</u>:

30 For contracts where the estimated cost of the project, including sales tax, is One Million 31 Dollars (\$1,000,000) or more, the requirements of RCW 39.30.060, including any 32 amendments, shall apply and each Bidder shall submit a list of proposed subcontractors 33 with whom the Bidder, if awarded the contract, will subcontract for performance of the 34 work of heating, ventilation and air conditioning, plumbing and electrical, or name itself 35 for the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternatives, in which case, the Bidder 36 must indicate which subcontractor will be used for which alternative. This list must be 37 38 submitted as part of the Bid, or within one hour after the published bid submittal time. 39 Failure of the Bidder to submit as part of the bid the names of such subcontractors or to

name itself to perform the work or the naming of two or more subcontractors to perform
 the same work shall render the Bidder's bid non-responsive and, therefore, void.

The requirement to name the Bidder's proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the general contractor submitting the bid.

7 2.19 <u>BID PRICE</u>:

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- 8 A. The Bid price shall include everything necessary for the prosecution and completion 9 of the Work specified in the Contract Documents including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, 10 superintendents, labor, and services, except as may be provided otherwise in the 11 Contract Documents. The offer represented by the Bid shall remain in effect for forty-12 13 five (45) days after the date of the Bid Opening. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be 14 15 adjusted accordingly. Bidders should indicate in their Bids the address to which payment should be mailed, if such address is different from that shown for the Bidder. 16
- B. In accordance with RCW 39.04.380, effective March 30, 2012, the City of Lynnwood is
 enforcing a **Reciprocal Preference for Resident Contractors**. For any public works
 bid received from a nonresident contractor from a state that provides an instate
 percentage bidding preference, a comparable percentage disadvantage must be applied
 to the bid of that nonresident contractor.
- A nonresident contractor from a state that provides a percentage bid preference means a contractor that:
 - 1. Is from a state that provides a percentage bid preference to its resident contractors bidding on a public works contract.
 - 2. At the time of bidding on a public works project, does not have a physical office located in Washington.
- The state of residence for a nonresident contractor is the state in which the contractor
 was incorporated or, if not a corporation, the state where the contractor's business entity
 was formed.
- 31 All nonresident contractors will be evaluated for out of state bidder's preference. If the 32 state of the nonresident contractor provides an in-state contractor's preference, a 33 comparable percentage disadvantage will be applied to their bid prior to contract award.
- If a nonresident contractor is still the lowest responsive, responsible bidder after the
 Nonresident Disadvantage Total is applied, then they will be awarded a contract in the
 amount of their original bid (not including the disadvantage percentage amount).

This section does not apply to public works procured pursuant to RCW 39.04.155, 30.04.280, or any other procurement exempt from competitive bidding.

3 2.20 <u>CONTRACT AWARD</u>:

4 The Contract may be awarded to the lowest responsive, responsible Bidder complying with 5 the Project Manual (including, without limitation, the Contract Plans and Specifications) and all applicable statutes, regulations, ordinances and resolutions, provided the Bid is 6 7 reasonable and in the best interests of the City. The City reserves the right to award to the 8 lowest responsive, responsible Bidder submitting the base bid, or base bid and any 9 alternative selected by the City, as determined most advantageous to the City. The City reserves the right to reject any and all Bids, to reissue the Invitation for Bids, to revise or 10 11 cancel the Project, or to waive any irregularities in the Bids received. The Contract is subject to final approval by the City and is of no effect, and no rights against the City arise, 12 13 until executed by the City Mayor. The Contract is further subject to requirements of applicable federal and state agencies. 14

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2.21 <u>BID PROTESTS</u>:

The City's Protest Policy may be found at the following link:
 http://www.lynnwoodwa.gov/City-Services/Bids-Proposals.htm

20 2.22 QUALIFICATIONS OF BIDDERS

- A <u>Responsible Bidder Determination at Time of Bid:</u> Pursuant to RCW 39.04.350, it is the intent of Contracting Agency to award a contract to the low responsible bidder. <u>At the time of bid</u>, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder shall be required by the Contracting Agency to submit documentation demonstrating compliance with the criteria.
 - 1. <u>Mandatory Bidder Responsibility Criteria:</u> To be considered a responsible bidder, the bidder must:
 - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
 - b. Have a current Washington Unified Business Identifier (UBI) number;

c. If applicable:

- Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
- 2) Have a Washington Employment Security Department number, as required in Title 50 RCW;
- 3) Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

1	e. Have received training on the requirements related to public works and
2	prevailing wage under 39.04.350 RCW and 39.12 RCW, or are exempt.
3	f. Not "willfully" violated state minimum wage laws within the last three-year
4	period prior to bid opening date.
5	2. Documentation:
6	a. For items 1.a through 1.e, above, Bidder shall complete and sign the
7	"Responsible Bidder Determination Form" in Section 4 and submit with
8	bid.
9	b. For item 1.f, above, Bidder shall submit with bid a completed "Contractor
10	Certification–Wage Law Compliance-Responsibility Criteria"
11	document (DOT Form 272-009) included in the bid package.
12	
13 H	3. Supplemental Bidder Responsibility Criteria – Post Bid: In addition to the
14	mandatory bidder responsibility criteria referenced above, the bidder must also meet
15	the following relevant supplemental bidder responsibility criteria applicable to the
16	project and, as evidence that the bidder meets the supplemental bidder responsibility
17	criteria, the apparent low bidder must submit the required documentation to the
18	Contracting Agency by 12:00 P.M. (Noon) of the second business day following
19	the bid submittal deadline. The Contracting Agency reserves the right to request such
20	documentation from other bidders:
21	
22	1 Delinquent State Taxes:
23	a. Criterion: The Bidder shall not owe delinquent taxes to the Washington
24	State Department of Revenue without a payment plan approved by the
25	Department of Revenue
26	b. Documentation: The Bidder shall sign a statement (on a form included in
27	Section 4 of the Project Manual) that the Bidder does not owe delinquent
28	taxes to the Washington State Department of Revenue, or if delinquent taxes
29	are owed to Washington State Department of Revenue, the Bidder must
30	submit to the Contracting Agency a written payment plan approved by the
31	Department of Revenue, by the deadline noted above.
32	D'opartitione of rectorial, by the dedunite noted doot of
33	2. Federal Debarment
34	a. Criterion: The Bidder shall not currently be debarred or suspended by the
35	Federal government.
36	b. Documentation: The Bidder shall not be listed as having an "active
37	Exclusion" on the U.S. General Services Administration's "System for
38	Award Management'' website: http://www.sam.gov/
39	Tward Management Weestie. <u>map.//www.sum.gov/</u> .
40	3. Subcontractor Responsibility
41	a Criterion : The Bidder's standard subcontract form shall include the
42	subcontractor responsibility language required by RCW 39.06.020 and the
43	Bidder shall have an established procedure which it utilizes to validate the
44	responsibility of each of its subcontractors. The Bidder's subcontract form
45	shall also include a requirement that each of its subcontractors shall have

1 2		a s	nd document a similar procedure to determine whether the sub-tier ubcontractors with whom it contracts are also "responsible" subcontractors
3		a	s defined by RCW 39.06.020.
4		b. <u>I</u>	Documentation: The Bidder shall submit a copy of its standard
5		S	ubcontract form for review by the Contracting Agency, and a written
6		d	lescription of its procedure for validating the responsibility of
7		S	ubcontractors with which it contracts.
8			
9	4.	Claims A	Against Retainage and Bonds
10		a. <u>(</u>	Criterion: The Bidder shall not have a record of excessive claims filed
11		a	gainst the retainage or payment bonds for public works projects during the
12		f	ive years prior to the bid submittal deadline, that demonstrate a lack of
13		e	ffective management by the Bidder of making timely and appropriate
14		р	ayments to its subcontractors, suppliers, and workers, unless there are
15		e	extenuating circumstances acceptable to the Contracting Agency.
16		b. <u>I</u>	Documentation: The Bidder shall submit a list of the public works projects
17		c	completed within the five years prior to the bid submittal deadline, that have
18		h	ad claims against retainage and bonds, and include for each project the
19		f	ollowing information:
20		1) Name of the project;
21		2) The owner and contact information for the owner;
22		3	A list of claims filed against the retainage and/or payment bond for any
23			of the projects listed;
24		4	A written explanation of the circumstances surrounding each claim and
25			the ultimate resolution of the claim.
26		Г	The Contracting Agency may contact previous owners to validate the
27		i	nformation provided by the Bidder
28			
29	5.	Public B	idding Crimes
30	0.	a. (Criterion: The Bidder and/or its owners shall not have been convicted of
31		<u>-</u>	crime involving bidding on a public works contract in five years prior to
32		ť	he bid submittal deadline
33		h I	Documentation: The Bidder shall sign a statement (on a form included in
34		0. <u>1</u> S	Section 4 of the Project Manual) that the Bidder and/or its owners have not
35		h	even convicted of a crime involving hidding on a public works contract
36		T	The Contracting Agency may also use independent sources of information
37		t I	hat may be available to demonstrate whether the Bidder is in compliance
38		u v	with this criterion
30		v	viur uns enterion
40	6	Termina	tion for Cause / Termination for Default
40	0.		Sriterion . The Bidder shall not have had any public works contract.
тт 12		a. <u>(</u>	erminated for cause or terminated for default by a government agency
<u>⊤∠</u> ∕13		ע ה	luring the five years prior to the hid submittal deadline for this project
т Ј ЛЛ		u 11	infinite intervention of the one submitted deadline for this project,
 15		u	incos more are extended to the Contracting A genery
40		С	incumstances are acceptable to the Contracting Agency.

2 Section 4 of the Project Manual) that the Bidder has not had any public 3 works contract terminated for cause or terminated for default by a 4 government agency in the five years prior to the bid submittal date; or if 5 Bidder was terminated, describe the circumstances. The Contracting 6 Agency may also use independent sources of information that may be 7 available to demonstrate whether the Bidder is in compliance with this 8 criterion. 9 10 7. Lawsuits 11 a. Criterion: The Bidder shall not have lawsuits with judgements entered 12 against the Bidder in the five years prior to the bid submittal date that 13 demonstrate a pattern of failing to meet the terms of contracts, unless there 14 are extenuating circumstances, and such circumstances are deemed acceptable to the Contracting Agency. 15 b. **Documentation:** The Bidder shall sign a statement (on a form included in 16 17 Section 4 of the Project Manual) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid 18 19 submittal date that demonstrate a pattern of failing to meet the terms of 20 contracts, or shall submit a list of all lawsuits with judgments entered 21 against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such 22 23 lawsuit. The Contracting Agency shall evaluate these explanations to 24 determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts. 25 26 27 C. Subcontractor Responsibility: The successful Bidder shall include the language of this section in each of its first-tier subcontracts and shall require each of its 28 29 subcontractors to include the same language of this section in each of their 30 subcontracts, adjusting only as necessary the terms used for the contracting parties. By 12:00 PM (noon) of the second business day following the date for submission of bids, 31 32 the **apparent low bidder** shall provide a "Responsible Subcontractor Determination 33 Form" (included in Section 4 of the Project Manual) to the Contracting Agency demonstrating that all subcontractors named in the bid meet the subcontractor 34 responsibility criteria below. For other subcontractors, the same form shall be part of 35 the documentation submitted with a "Request to Sub-Let" (DOT Form 421-12). The 36 requirements of this section apply to all subcontractors regardless of tier. 37 38 39 1. Criteria: At the time of subcontract execution, the successful Bidder shall, as 40 required by RCW 39.06.020, verify that each of its first-tier subcontractors meets the following bidder responsibility criteria: 41 42 a. Have a current certificate of registration in compliance with chapter 18.27 43 RCW, which must have been in effect at the time of subcontract bid 44 submittal: 45 b. Have a current Washington Unified Business Identifier (UBI) number;

b. **Documentation:** The Bidder shall sign a statement (on a form included in

1	c. Not be disqualified from bidding on any public works contract under RCW
2	39.06.010 or 39.12.065 (3)
3	d. If applicable, have:
4	1) Have Industrial Insurance (workers' compensation) coverage for the
5	subcontractor's employees working in Washington, as required in
6	Title 51 RCW;
7	2) A Washington Employment Security Department number, as
8	required in Litle 50 RCW;
9	3) A washington Department of Revenue state excise tax registration
10	4) An electrical contractor license, if required by Chapter 10.28 PCW :
11	4) An electrical contractor license, if required by Chapter 70.87 PCW
12	e Not be discussified from hidding on any public works contract under RCW
13	30 06 010 or 39 12 065(3)
14	f Have received training on the requirements related to public works and
16	nrevailing wage under 39.04 350 RCW and 39.12 RCW or are exempt
10	g Not "willfully" violated state minimum wage laws within the last three-year
18	neriod prior to bid opening date
19	period prior to ord opening date.
20	2. Documentation:
21	a. For items 1.a through 1.f. above. Subcontractor shall complete the
22	"Responsible Subcontractor Determination Form" (included in Section
23	4 of the Project Manual).
24	b. For item 1.g, above, Subcontractor shall submit a completed "Contractor
25	Certification–Wage Law Compliance-Responsibility Criteria"
26	document (DOT Form 272-009) (included in Section 4 of the Project
27	Manual).
28	
29 D.	<u>References:</u> The Contracting Agency may conduct reference checks for the apparent
30	low and second low bidder whose bids are under consideration for award. In the event
31	that information obtained from the reference checks: (1) reveals that the bidder does
32	not meet the Supplemental Bidder Responsibility Criteria; or (2) indicates
33	concerns about the bidder's performance on projects identified as meeting the
34	Supplemental Bidder Responsibility Criteria, which may include, but not be limited to
35	the quality of construction, the bidder's management of subcontractors, timeliness of
36	required submittals, and safety record on the project; or (3) indicates other
3/	concerns about the bidder's ability to successfully perform the work, the Contracting
38	Agency shall have the right to determine that the bidder is not a responsible bidder.
39 40	Drive to making such a determination that a hidden is not reasonable based on
40 /1	information received through reference checks the Contracting Agency may discuss
41 40	with the hidder the information obtained from the references and provide the hidder
+∠ 13	with the opportunity to offer explanations that may halp inform whether the
ч 5 ЛЛ	with the opportunity to offer explanations that may help inform whether the Contracting Δ geness declares the bidder not responsible
 15	Contracting Agency declares the bluder not responsible.
- J	

In conducting reference checks, the Contracting Agency may include itself as a reference if the bidder has performed work for the Contracting Agency, even if the bidder did not identify the Contracting Agency as a reference.

If the Contracting Agency determines the bidder is not a responsible bidder, subject to following the requirements of the appeal process (see below), the Contracting Agency may award the contract to the next lowest bidder who meets the Supplemental Bidder Responsibility Criteria and whose reference checks validate the ability of the bidder to successfully perform the work.

- E. **Failure to Submit Documentation**: If a bidder fails to submit the documentation required by the bidding documents to demonstrate compliance with the Mandatory and Supplemental Bidder Responsibility Criteria within the time periods specified in the bidding documents, the Contracting Agency may: (1) find the bidder not responsible, or (2) find the bidder responsible based upon any available information that demonstrates that the bidder meets the Mandatory and Supplemental Bidder Responsibility Criteria.
- F. Procedure to Request Modification of Supplemental Bidder Responsibility Criteria. During the bidding period, but not later than five (5) business days before the bid submittal deadline, a potential bidder may request that the Contracting Agency modify the supplemental bidder responsibility criteria. The Contracting Agency shall evaluate any such requests, and if a decision is made by the Contracting Agency in its sole discretion to modify the criteria, such modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. If the Contracting Agency determines not to modify the supplemental criteria, the Contracting Agency shall notify the requesting bidder of its decision in writing.
- G. Appeal of Determination that Bidder does not Meet Responsibility Criteria: If the Contracting Agency determines that a bidder does not meet the bidder responsibility criteria set forth in this section and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting additional information in writing to the Contracting Agency. The Contracting Agency will consider the additional information before issuing its final determination in writing. If the final determination affirms that the bidder is not responsible, the Contracting Agency will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received written notice of the final determination. For the purposes of this subsection, the date of the Contracting Agency's transmission of the Contracting Agency's determination(s) by facsimile or electronic mail to the bidder at the facsimile number or e-mail address provided by the bidder in its bid shall constitute the date of receipt by the bidder of the written notices provided for herein.
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1	The Contracting Agency may make such investigations as it deems necessary to
2	determine the ability of the Bidder to perform the work, and the Bidder shall furnish to
3	the Contracting Agency all such information and data for this purpose. A Contract will
4	not be awarded until the Contracting Agency has satisfied itself that the successful
5	Bidder is familiar with this class of work, has successfully completed similar projects,
6	and has the necessary capital and tools to satisfactorily perform the same. The right is
7	specifically reserved by the Contracting Agency to reject any or all Proposals, to accept
8	the Proposal of the lowest responsible Bidder or to re-advertise for new Proposals.
9	
10	The Bidder's attention is hereby directed to that portion of the Contract Documents
11	which require that the Bidder furnish information concerning Bidder's experience with
12	work of a similar nature, equipment to be used on this project, and general background
13	information.
14	
15	The Contracting Agency, in its discretion, may determine that a Bidder is not
16	responsible and reject Bidder's proposal for any of the following reasons or for any
17	other reason deemed proper.
18	1. More than one proposal on the same project from a Bidder under the same or
19	different names;
20	2. Evidence of collusion with any other Bidder or Bidders. Participants in such
21	collusion shall be disqualified from submitting bids on any further work;
22	3. If a Bidder is not qualified for the work involved or to the extent of this Bid;
23	4. Unsatisfactory performance record, judged from the standpoint of conduct of work,
24	workmanship, safety record, or progress, as shown by past or current work;
25	5. Uncompleted work, whether for the Contracting Agency or otherwise, which might
26	hinder or prevent the prompt completion of the work bid upon;
27	6. Failure to pay or settle bills for labor or materials on former or current contracts;
28	7. If the Bidder has previously defaulted in the performance of or failed to complete
29	a written public contract, or has been convicted of a crime arising from a previous
30	public contract;
31	8. Any other inability, financial or otherwise, to perform a previous public contract;
32	
33	The Contracting Agency reserves the right to approve all subcontractors on the basis of
34	work record, equipment, experience and ability.
35	

1	SECTION 3
2	GENERAL PROVISIONS

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GENERAL PROVISIONS

2 3.01 <u>GENERAL</u>:

3 All Work included in the Project shall be done for the price set forth in the Bid of the successful Bidder (the "Contract Sum"), in accordance with the Project Manual, including, 4 5 without limitation, the Contract Plans and Specifications, and with the Standard 6 Specifications for Road, Bridge and Municipal Construction (English version), 2020 7 edition, as issued by the Washington State Department of Transportation ("Standard 8 Specifications"). "Consultant" as used herein refers to the City's Consulting Engineer 9 and/or Architect. "Construction Manager" as used herein refers to the City's representative 10 who administers the construction program for the City. "Resident Engineer" as used herein refers to the City's representative who manages a specific construction project. Director as 11 used herein refers to the City's representative who acts as the head of the City Public Works 12 13 Department.

14 3.02 <u>AWARD OF CONTRACT</u>:

A Contract will not be awarded until the City is satisfied that the successful Bidder is familiar with this type of Work and has the necessary capital and tools to satisfactorily complete the Project. The City specifically reserves the right to accept the Bid of the lowest responsive, responsible Bidder, to reject any and all Bids, to reissue the Invitation for Bids, to revise or cancel the Project, or to waive any irregularities in the Bids received.

20 3.03 <u>CONTRACT DOCUMENTS</u>:

21 This Project Manual consists of the following Contract Documents and shall be a .1 22 part of the Contract entered into by the City and the successful Bidder (the "Contractor"): 23 Invitation for Bids, Instruction to Bidders, General Provisions, Bid Form, Contract, Payment and Performance Bonds, Prevailing Wage Rate, Local Agency General Special 24 25 Provisions, Special Provisions, Contract Plans, Specifications, (Engineering Specifications, when the CSI format is used), and the Standard Specifications for Road, 26 27 Bridge and Municipal Construction 2020 edition (English version) (the "Standard 28 Specifications"), which are incorporated herein by this reference (provided that, as used in 29 the Standard Specifications, "State" means City of Lynnwood;" "Department of 30 Transportation" means "Department of Public Works;" "Secretary" means "Director of 31 Public Works"). In the event there is any conflict, ambiguity, or inconsistency between 32 any of the foregoing Contract Documents, the following order of documents governs so 33 that the former prevails over the latter:

- 34 (i) Addenda,
- 35 (ii) Contract,
- 36 (iii) Bid Form,
- 37 (iv) Instructions to Bidders,

2		(vi) Contract Plans,
3		(vii) General Provisions,
4		(viii) Standard Specifications,
5		(ix) Standard Plans, and
6		(x) Payment and Performance Bonds.
7 8 9 10 11		.2 In the event there exists a conflict, inconsistency, or ambiguity within the terms or conditions of one of the Contract Document categories set forth above that is not resolved under subsection 1, the more stringent or more costly requirements or greater quantity or quality shall be deemed to have been intended and to have been included in the original Contract Price.
12	3.04	FAILURE TO EXECUTE CONTRACT:
13 14 15 16		Failure to execute the Contract in compliance with this Project Manual shall result in forfeiture of the Bidder's Deposit. If this should occur, the City may then award the Contract to the next lowest responsive, responsible Bidder, reject any or all Bids, reissue the Invitation for Bids, or revise or cancel the Project.
17	3.05	ALTERATION OR MODIFICATION:
18 19		No alteration or modification of the Contract Documents will be binding unless set forth in writing signed by the City.
20	3.06	ADDITIONS OR DELETIONS:
21 22		The City reserves the right to add or delete Work from the Contract, subject to appropriate adjustments to the Contract Sum.
23	3.07	NOTICE TO PROCEED:
24 25 26 27 28 29 30		A Notice to Proceed will be given after the Contract has been executed by the City and the Contractor and, where applicable, by any State or Federal agencies responsible for funding any portion of the Project. The time allowed for Physical Completion of the Work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, ten calendar days after the date of issuance of the Notice to Proceed, or the date work commences, whichever is earlier. The Contractor shall not commence the Work until the Notice to Proceed has been given by the City.
31	3.08	CONSTRUCTION SCHEDULE AND TIME LIMIT:
32 33		.1 Within ten (10) calendar days after issuance of the Notice to Proceed, the Contractor shall submit a preliminary schedule for the orderly performance and completion
	City of 1 2020 Pa	Lynnwood February 11, 2020 wement Preservation Project Page 3-2

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(v) Special Provisions,

1 of all parts of the Work in accordance with the Contract and within the Contract Time 2 ("Construction Schedule"). The Construction Schedule shall be based upon a critical path 3 method analysis of construction activities and sequence of operations, in the form of a 4 precedence diagram and activity listing, shall be time scaled, and shall include the Notice 5 to Proceed date, the date(s) of Substantial and Physical Completion, and the date(s) of Final 6 Completion in accordance with the Contract Documents, along with clearly defined 7 milestone completion dates. The Construction Schedule will be provided both as a 8 document (network diagram) and electronically.

9 .2 The network diagram shall show in detail and in order the sequence of all 10 significant activities, their descriptions necessary to complete all parts of the Work, and 11 shall show the following information for each activity:

- 12 (i) description,
- 13 (ii) duration,
- 14 (iii) craft,
- 15 (iv) equipment,
- 16 (v) start and finish dates,
- 17 (vi) total float time and free float time, and
- (vii) dates that work must be performed and completed by other contractors and subcontractors to support the Work.

The electronic schedule shall be unmodified from the Contractor's version and show all
input parameters including, but not limited to, logic ties, constraints, and assumptions.

22 .3 The Contractor shall perform the Work at all reasonable times so as to complete the 23 Work in accordance with the Construction Schedule, and shall discontinue the Work only 24 if delayed by inclement weather that could not have been reasonably anticipated at the time 25 the Contractor submitted its Bid. Except for delays due to unanticipated inclement weather, 26 the City shall be entitled to all float in the Construction Schedule and the Contractor shall 27 not be entitled to any adjustment in the Contract Time, the Construction Schedule or the 28 Contract Sum, or to any additional payment of any sort by reason of the loss or use of any 29 float time, including time between the Contractor's anticipated completion date and the 30 end of the Contract Time, whether or not the float time is described as such on the 31 Construction Schedule.

.4 Should the Contractor fail to meet any scheduled date as shown on the current
Construction Schedule or if the sequence of the Work varies significantly from that shown
on the Construction Schedule, the Contractor shall, at the Contractor's own expense,
submit an updated Construction Schedule within ten days after notice from the City.
Should the Contractor fail to provide an updated Construction Schedule in the time required
herein, the City may, in its sole discretion, withhold payment from Contractor until an

- updated Construction Schedule in compliance with subsection 3.08.2 is received. If the
 Contractor's progress indicates that the Work will not be Physically Completed within the
 Contract Time, upon notice from the City, the Contractor shall, at the Contractor's own
 expense, increase its work force and working hours to bring the actual completion dates of
 the activities into conformance with the Construction Schedule and Physical Completion
 within the Contract Time.
- 7 .5 The Contractor shall attain Physical Completion of the Work in accordance with
 8 the Contract within 60 calendar days after the date of Substantial Completion.
- 9 .6 During the period commencing with the issuance of Notice to Proceed and ending 10 with the date of Physical Completion of the Work, the Contractor shall attend and 11 participate in and ensure applicable Subcontractors of any tier and Suppliers attend and 12 participate in:
- 13 (i) A Pre-contract Meeting;
- 14 (ii) A Pre-construction Meeting;
- 15(iii)Regular weekly Project status meetings as scheduled by the City to review16progress of the Work, to discuss the Contractor's progress reports, and to17obtain necessary City approvals, and generally to keep the City informed18and involved in the progress of the Project; and
- 19(iv)Regular on-site meetings as scheduled by the City to review progress of the20Work and other pertinent matters.

21 .7 In the event the Contractor fails to proceed with the Work for more than ten (10) 22 working days, the Contractor shall be deemed to have abandoned the Project, and the City 23 may, in its discretion, elect to terminate the Contract and thereafter proceed to complete 24 the Project through its own forces or through an independent third party. In such event, 25 the Contractor will be responsible for all expenses reasonably incurred by the City in completing the Work. The Contractor will also be responsible for all legal, engineering or 26 27 other costs caused by the Contractor's abandonment of the Project, or the failure or refusal of the Contractor to complete the Work within the Contract Time. 28

- 29 3.09 <u>DELAYS & EXTENSION OF TIME</u>:
- 30 The Contractor shall notify the City in writing of any event which could delay .1 31 performance of any part of the Work, of the anticipated effect of the delay on the 32 Construction Schedule, of the action being taken to correct the delay situation, and of any proposed changes in the Construction Schedule or the Contract Time. The Contractor shall 33 34 not recover damages, a monetary adjustment or an increase in the Contract Sum from the 35 City for any disruption or delay where (i) the actions or inactions of the City were not the 36 actual, substantial cause of the disruption or delay, or (ii) the Contractor could have 37 reasonably avoided the disruption or delay by the exercise of due diligence.

.2 If a disruption or delay is not actually and substantially caused by the City, in lieu of damages, a monetary adjustment or an increase in the Contract Sum, the Contractor may be granted equitable changes in the Construction Schedule and/or extensions of the Contract Time under the following circumstances:

- (i) If a disruption or delay is caused by a suit or other legal action against the City, the Contractor will receive an equivalent extension of the Contract Time, unless the period of such delay-exceeds ninety (90) calendar days. When such period is exceeded, the City will, upon request of the Contractor, in writing, either negotiate a termination of the Contract or grant a further extension of the Contract Time, whichever may at the time be in the best interests of the City.
- 12 (ii) If the disruption or delay is due to inclement weather which could not have
 13 been anticipated by the Contractor or reasonably avoided by the exercise of
 14 due diligence, subject to the approval of the City, the Contractor will receive
 15 an extension of the Contract Time equivalent to the total time lost, whether
 16 it be a single continuous period or the accumulated total of several periods.
- 17 Should a disruption or delay be caused by other unforeseen circumstances (iii) beyond the reasonable control of the Contractor which could not be avoided 18 19 by the exercise of due diligence, or should performance of work under a Change Order make the Work more complex or difficult than originally set 20 21 forth in the Contract Documents, and such work, in the Contractor's 22 opinion, requires more time to execute than allowed by the Contract, the Contractor shall notify the City in writing prior to the performance of such 23 work, setting forth in detail its estimate of the additional time required for 24 such work. If such estimate is approved by the City, the Contractor will 25 26 receive an equitable extension of the Contract Time.
- 27 .3 In the event the Contractor (including any subcontractors or suppliers of any tier) is held to be entitled to damages from the City for disruption or delay, it is agreed that the 28 29 total damages to the Contractor (including damages to any subcontractor or supplier of any 30 tier) shall be limited to the lesser of (i) the time and materials costs associated with the impact of such disruption or delay, along with markups on the Contractor's own work and 31 32 on that of its subcontractors and suppliers at the rates specified in the Contract, or (ii) the 33 daily liquidated damages rate specified in the Contract. No damages will be allowed and 34 the Contractor waives any such damages or costs incurred for any time prior to ten (10) calendar days before receipt of a written notice of disruption or delay. 35
- 36 .4 The Contractor will not in any event be entitled to damages, a monetary adjustment 37 or an increase in the Contract Sum arising out of any actual or alleged loss of efficiency; 38 morale, fatigue, attitude or labor rhythm; constructive acceleration; home office overhead; 39 expectant underrun; trade stacking; reassignment of workers; concurrent operations; 40 dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; 41 season change; extended overhead; profit upon damages for delay; impact damages; or 42 similar damages or other form of economic loss.

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1 3.10 EQUIPMENT AND MATERIALS SPECIFIED:

2 Within the Contract Documents, certain processes, materials or equipment are designated 3 by brand, style, trade name, or manufacturer in order to set forth a standard of quality, 4 and/or preference by the City. It is not the intent to exclude other processes, materials or 5 equipment of a type and quality equal to those designated. Whenever a manufacturer's 6 name, brand, style or item designation is given, it shall be understood that the words "or 7 equal" follow such name or designation whether in fact they do so or not; provided, 8 however, that the Contractor shall not substitute any alternative process, material or item 9 of equipment unless such has been approved in advance in writing by the City. No additional compensation or extension of time will be allowed the Contractor for any 10 changes required to adopt a substitute process, material or item of equipment unless 11 approved in advance in writing by the City. Therefore, the Contractor's Bid (and the 12 Contract) shall include any proposed substitutions and all costs for any modifications to 13 14 the Work which may be necessary for approval and adaptation of the proposed substitutions. 15

16 3.11 <u>SAFETY MEASURES</u>:

17 All Work shall be performed in a safe manner, and the Contractor and all .1 subcontractors shall observe the Federal Occupational Safety and Health Act, the 18 19 Washington Industrial Safety and Health Act (WISHA), and all rules and regulations 20 promulgated thereunder, all rules, regulations and orders of the Washington State 21 Department of Labor and Industries and any other governmental authority, and all other 22 applicable safety standards. In case of conflict between any such requirements, the more 23 stringent regulation or requirement shall apply. There is no acceptable deviation from these safety requirements, regardless of practice in the construction industry. Any violation of 24 25 OSHA, WISHA, or other safety requirements applicable to the work may, at the sole 26 discretion of the City, be considered a material breach of this Contract. The Contractor 27 shall be solely and completely responsible for conditions of the job site, including the safety 28 of all persons and property during performance of the Work. This requirement shall apply 29 continuously and not be limited to normal working hours.

30 .2 Review by the Resident Engineer of the Contractor's plan for the sequence,
 31 schedule and performance of the Work is not intended to and will not include any review
 32 or approval of the adequacy of the Contractor's safety measures in, on, or near the job site.
 33 The Resident Engineer does not purport to be a safety expert, will not be so engaged in that
 34 capacity with respect to the Project, and has neither the authority nor the responsibility to
 35 enforce construction safety laws, rules, regulations or procedures, or to order a stoppage of
 36 the Work for claimed violations thereof.

37 .3 The Contractor shall at all times exercise every precaution for the prevention of
38 accidents and the protection of persons (including, without limitation, employees of the
39 City, the Contractor and all subcontractors) and property (including, without limitation,
40 property owned by the City or any third party). All exposed moving parts of equipment
41 capable of inflicting injury by accidental contact shall be protected with sturdy removable
42 guards in accordance with applicable safety regulations.

1 3.12 <u>CHANGES IN THE WORK</u>:

- 2 .1 The City may, at any time, without notice to the sureties, and without invalidating 3 the Contract, by order designated or indicated to be a change order or directive, make any 4 change, including modifications to, additions to or deletions from the Work within the 5 general scope of the Contract ("Change"), including, but not limited to, changes:
- 6 (i) In the Contract Plans and Specifications;
- 7 (ii) In the quantities or performance of the Work;
- 8 (iii) In any City-furnished facilities, equipment, materials, services or site; or
 - (iv) Directing acceleration or suspension of the performance of the Work.

10 .2 If the Contractor intends to assert a Claim for any Change in the Work the
Contractor shall, within 10 calendar days after receipt of a notice of a Change, submit to
the City a written statement setting forth the general nature and monetary and other impact
of such Change, unless this period is extended, in writing, by the City. All Claims must be
made in strict accordance with the applicable provisions of the Contract Documents,
including Paragraphs 3.31 - 3.33 hereto, or they will be waived.

- .3 Change orders and directives will be prepared and executed in triplicate; two copies
 shall be retained by the City, and one copy shall be delivered to the Contractor.
- 18 .4 WSDOT Standard Specifications Section 1-04.4 remains in force.
- 19 3.13 INCREASED OR DECREASED QUANTITIES:
- In the case of unit prices, when accepted quantities of Work vary from the original Bid quantities, payment will be at the unit contract price for accepted Work unless the total quantity of any contract item increases or decreases by more than 25% of the original Bid quantity.
- 24 3.14 <u>GUARANTEE</u>:

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The Contractor hereby guarantees that all Work (including, without limitation, all labor, materials and equipment) furnished by the Contractor under the Contract will meet fully all requirements for quality of workmanship, materials, strength and any and all other requirements set forth in the Contract Documents (including, without limitation, the Contract Plans and Specifications).

30 3.15 <u>PAYMENT AND PERFORMANCE BONDS</u>:

The Contractor shall furnish both a Payment Bond and a Performance Bond, each in the full amount of the Contract Sum, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, material and taxes. The Contractor shall maintain the Payment and Performance Bonds in full force and effect until

1 Completion of the Project and acceptance by the City, and thereafter for a minimum of two 2 (2) years with respect to the Performance Bond and for such period as the law allows for 3 the filing or enforcement of liens with respect to the Payment Bond. The Payment and 4 Performance Bonds shall be furnished by a corporate surety company or companies 5 authorized to do business in the State of Washington and acceptable to the City in its 6 discretion, in substantially the forms included in the Project Manual. Notwithstanding the 7 foregoing, on contracts of \$25,000 or less, at the option of the Contractor, the City may, in 8 lieu of Payment and Performance Bonds, retain 50% of the Contract Sum for (i) a period 9 of thirty (30) days after the City's final acceptance of the Project, or (ii) until receipt of all 10 necessary releases from the Washington Department of Revenue and Department of Labor and Industries, and settlement of all liens filed against the Project, whichever is later. 11

12 3.16 <u>LICENSES, PERMITS AND TAXES</u>:

13 The Contractor shall procure, at Contractor's expense, all permits and licenses, pay all 14 charges, fees and taxes, and give all notices necessary and incidental to the due and lawful 15 prosecution of the Work.

16 3.17 HOLD HARMLESS:

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- 17 .1 The Contractor agrees to indemnify, defend and hold harmless the City from and 18 against any and all claims, damages, losses, liabilities and expenses, including reasonable 19 attorney's and expert fees and costs, arising out of or relating to Contractor's performance 20 of this Contract, including, without limitation, any and all claims, damages and liabilities
- 21 (i) under workers' or workmen's compensation, disability benefit and other 22 similar employee benefit acts which are applicable to the Work;
- 23 (ii) because of bodily injury, occupational sickness or disease, or death of any
 24 employee of the Contractor;
 - (iii) because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- 27 (iv) sustained by a person as a result of a claim directly or indirectly related to
 28 employment of such person by the Contractor, or by another person;
- (v) because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 31(vi)because of bodily injury, death of a person or property damage arising out32of ownership, maintenance or use of a motor vehicle and/or mobile33equipment; or
- (vii) involving contractual liability insurance applicable to the Contractor's obligations hereunder. Contractor waives any right of contribution against the City.

.2 For the purposes of RCW 4.24.115, the Contractor and City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

4 .3 It is mutually negotiated and agreed that in any claim against the City or any of its 5 agents or employees, by the Contractor, any subcontractor, anyone directly or indirectly 6 employed by any of them, or anyone for whose acts any of them may be liable, the 7 Contractor's indemnification obligation hereunder shall not be limited in any way by any 8 limitation on the amount or type of damages, compensation or benefits payable by or for 9 the Contractor or any subcontractor under Workman's Compensation Acts, disability benefits acts or other employee's benefit acts. The City and the Contractor agree that all 10 third party claims for damages against the City of which the Contractor's insurance carrier 11 does not accept defense may be tendered by the City to the Contractor, who shall accept 12 and undertake to defend or settle the same. Notwithstanding the foregoing, the City retains 13 14 the right to approve claims investigations and legal counsel assigned to defend such claims. 15 All investigation and legal work product regarding such claims shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that any 16 claim for bodily injury to persons or damage to property arises from the sole negligence of 17 18 the City, or its agents or employees, this indemnification and duty to defend shall be void. 19 In the event that the City and the Contractor agree or a court finds that any claim for bodily 20 injury to persons or damage to property is caused by or resulting from the concurrent 21 negligence of the Contractor, or its agents, employees, or subcontractors, and the City, or 22 its agents or employees, the Contractor shall be responsible for all damages payable to the 23 claimant, and, in addition thereto, the Contractor shall defend and indemnify the City for 24 all damages paid or payable by the City, in an amount not to exceed the percentage of total 25 fault attributable to the Contractor, its agents, employees, or subcontractors. For example, where the Contractor (or its agents, employees, or subcontractors) is 25% negligent, the 26 27 Contractor shall not be required to indemnify the City for any amount in excess of 25% of 28 the claimant's total damages, and shall only be responsible for 25% of the costs to defend the claim. Solely and expressly for the purpose of its duties to indemnify, defend, and 29 30 hold harmless the City, the Contractor specifically waives any immunity it may have 31 under the State Industrial Insurance Law, Title 51 RCW.

32 3.18 <u>WORKER'S BENEFITS</u>.

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33 .1 The Contractor shall make all payments required for unemployment compensation
 34 under Title 50 RCW and for industrial insurance and medical aid required under Title 51
 35 RCW. If any such payment is not made when due, the City may retain such amount from
 36 any monies due the Contractor and may pay the same into the appropriate fund.

37 .2 The Contractor shall include in the various items in the Bid all costs for payment
38 of unemployment compensation and for providing all required insurance coverages. The
39 Contractor will not be entitled to any additional payment for: (i) failure to include such
40 costs, or (ii) determinations made by the U.S. Department of Labor or the Washington State
41 Department of Labor and Industries regarding such insurance coverages.

1 3.19 CONTRACTOR'S LIABILITY & PROPERTY DAMAGE INSURANCE:

2 .1 The Contractor shall not commence the Work until the Contractor has furnished the 3 City with an Acord 25 Insurance Certificate as evidence of the required policies, and upon 4 request by the City, with evidence (in duplicate copy) of all policies of insurance required 5 hereunder, and such insurance has been approved by the City; nor shall the Contractor 6 allow any subcontractor to commence Work on its subcontract until such subcontractor has complied with such insurance requirements. Approval of any insurance by the City shall 8 not relieve or decrease the liability of the Contractor for any damages arising from or 9 related to the Contractor's performance of the Work. All insurance required shall be with 10 insurers with a financial rating from A.M. Best Company of A(-) VII or better.

- 11 .2 The Contractor shall procure and maintain, during the term of the Contract, 12 Commercial General Liability and Commercial Automobile Liability Insurance, as set 13 forth below. The insurance policies shall include the City, and others if required by the 14 Contract Documents, as Additional Insureds for both ongoing and completed operations. 15 Products and Completed Operations coverage shall be maintained for not less than three years following completion of the project. There shall also be included contractual liability 16 17 coverage sufficiently broad to insure the provisions of Section 3.17 above.
- 18 Contractor insurance policies shall include Lynnwood as Additional Insured for both 19 ongoing and completed operations, using Insurance Services Office forms CG 2010 (07-20 04) and CG2037(07-04) or the equivalent, on a Primary Basis and others if required by the 21 Contract documents and such insurance shall not include a cross-claims or similar 22 exclusion. .
- 23 The Contractor shall provide the Contracting Agency and all Additional Insureds with 24 written notice of any policy cancelation, within two business days of their receipt of such 25 notice.
- 26 A Certificate of Insurance including a copy of the Additional Insured Endorsement on Forms CG 2010 (07-04) and CG 2037(07-04) shall be filed with Lynnwood after award, 27 but prior to execution of the contract, for a primary policy of Commercial General Liability 28 29 insurance and Commercial Automobile Liability insurance meeting the requirements 30 herein.
- 31 .3 The Commercial General Liability Insurance shall be written using Insurance 32 Services Office form CG0001(12-07) or the equivalent with limits of liability in no case 33 less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Coverage shall 34 include:
- 35 Premises & Operations; (i)
- 36 Liability of the insured arising out of operations of subcontractors; (ii)
- Products Liability, including Completed Operations Coverage; Products & 37 (iii) Completed Operations coverage shall be maintained for not less than three 38 39 years following completion of the project;

1	(iv) Contractual Liability;
2	(v) Broad Form Property Damage;
3	(vi) Employees as Additional Insured;
4	(vii) Explosion, Collapse & Underground Hazard;
5	(viii) Independent Contractors;
6	(ix) Personal Injury;
7	(x) Stop Gap or Employer's Liability; and
8	(xi) Cross Liability Clause or Separation of Insureds Clause.
9 10 11 12	.4 The Commercial Automobile Liability Insurance shall be written on Insurance Services Office form CA0001(03-10) or the equivalent with limits of liability as required by the Supplementary General Conditions but shall in no case be for limits less than \$1,000,000 each accident. Coverage shall include:
13	(i) All owned automobiles, if any;
14	(ii) Non-owned automobiles;
15	(iii) Hired automobiles.
16 17 18 19 20 21	.5 The insurance coverages listed above shall protect the Contractor and the City from claims for damages for bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under the Contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly employed by any of them, it being understood that it is the Contractor's obligation to enforce the requirements of this section in respect to any subcontractor employed for this Project.
22 23 24 25 26 27 28	.6 Any Umbrella Liability Insurance or Excess Liability Insurance shall be written to provide limits in excess of the underlying Commercial General Liability, Commercial Automobile Liability and Employer's Liability (Stop Gap) with limits of not less than \$2,000,000 each occurrence and \$2,000,000 aggregate; HOWEVER, \$5,000,000 Umbrella Liability insurance is required for contracts exceeding \$200,000 and/or with a stated construction time for completion that is greater than 120 days, and/ or for contracts that require roadway and/or trenching activity.
29 30 31	.7 Commercial General Liability Bodily Injury Liability Insurance shall be written on an occurrence basis for bodily injury, sickness or disease, including death resulting therefrom.
32 33 34	.8 Commercial General Liability Property Damage Liability Insurance shall be written on an occurrence basis for damage to or destruction of property, including loss of use thereof, and shall not exclude:

1		("X")	Injury	to or destruction of any property arising out of blasting or explosion;
2 3		("C")	Injury structu	to or destruction of any property arising out of the collapse or anal injury to any building or structure due to:
4 5 6			(i)	Excavation, including borrowing, filling or backfilling in connection therewith, or tunneling, pile driving, cofferdam Work or caisson Work, or
7 8 9			(ii)	Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.
10 11 12 13 14		("U")	(i)	Injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of excavating or drilling, or
15			(ii)	Injury to or destruction of property at any time resulting therefrom.
16 17		.9 Nothing contained in these insurance requirements is to be construed as limiting the Contractor's liability for damages resulting from its operations under the Contract.		
18 19 20		.10 Prior to commencement of the Work, the Contractor shall furnish the City with certified copies of all insurance policy or policies, including all endorsements, required hereunder.		
21 22 23 24 25		.11 The City and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance agreement or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance.		
26 27 28 29 30		.12 The Contractor shall require its first tier subcontractors and subcontractor of any tier whose subcontract is for an amount greater than \$50,000 to provide the scope and amount of insurance coverage and evidence of such coverage, including any requirements to list and/or name the City or Contractor as additional insured, in accordance with the requirements of the Contract.		
31	3.20	CONTRACTOR'S BUILDER'S RISK INSURANCE:		
32 33 34 35 36 37		.1 Prior to commencement of the Work, when required by the special provisions, the Contractor shall submit written evidence that the Contractor has obtained and will maintain until the Project is accepted by the City as complete, Course of Construction Completed Value Insurance Coverage (including Earthquake, Flood, Landslide, Collapse and Damage resulting from Faulty Workmanship, Material or Design) upon the entire Work which is the subject of the Contract, and including completed Work and Work in progress. The		

- insurance policies shall include the City, and others if required by the Contract Documents,
 as Additional Insureds. An Acord 24 Property Insurance Certificate shall be provided to
 the City as evidence of this coverage.
- Such insurance may have a deductible clause, which shall not exceed \$5,000,
 except that the deductible on Earthquake, Flood and Landslide may be in accordance with
 underwriters' requirements. Builders' Risk "All-Risk" Insurance shall include provisions
 for Flood and Earthquake, on a 100% completed value basis on the insurable portion of the
 Project. The Contractor shall be responsible for all deductible amounts.

9 3.21 <u>COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE</u>:

- 10 .1 The Contractor shall maintain Worker's Compensation Insurance as required by 11 State law for all of employees to be engaged in the Work. Should any Work be 12 subcontracted, the Contractor shall require the subcontractors similarly to provide 13 Worker's Compensation Insurance for all of the subcontractors' employees to be engaged 14 in such Work. The Contractor's Labor and Industries account number shall be provided in 15 the Bid in the space provided.
- 16 .2 In the event any class of employees engaged in Work on the Project is not covered 17 under the Worker's Compensation Insurance as required by the State law, the Contractor 18 shall provide, and shall cause each subcontractor to provide, Employer's Liability 19 Insurance with a private insurance company with limits of at least \$1,000,000 each 20 accident, \$1,000,000 each employee and shall furnish the City with satisfactory evidence 21 of the same prior to commencement of the Work.

22 3.22 <u>CONTRACTOR RESPONSIBLE FOR WORK</u>:

23 The Contractor warrants to the City that: (i) the materials and equipment furnished under 24 the Contract will be of good quality and new, unless otherwise required or permitted by the 25 Contract Documents; (ii) the Work will conform to the requirements of the Contract 26 Documents; and (iii) the Work will be free from defects in materials and workmanship for 27 a period of not less than two (2) years after the Work has been completed and accepted by the City in writing, or such longer period as specified in the Contract Documents. Any 28 Work not conforming to these requirements, including substitutions or deviations not 29 properly approved by the City, will be considered defective and will be repaired or replaced 30 at the Contractor's sole expense. Deviations, alterations, variations, additions, or omissions 31 32 from the Contract requirements without prior written consent shall preclude Contractor 33 from bringing any Claim on the basis of an alleged defect or error in the Contract 34 Documents.

1 3.23 <u>POSSESSION</u>:

The City reserves the right to use and occupy any portion of the improvements which have been completed sufficiently to permit use and occupancy; provided that such use and occupancy shall not be construed as an acceptance of all or any portion of the Work. The City shall not be deemed to have waived any claims it may have against the Contractor by reason of such use and occupancy.

7 3.24 <u>RISK OF LOSS</u>:

8 The Contractor shall assume all risk of loss of materials, equipment or other supplies 9 through theft, fire, act of God, or any other cause until written acceptance of the Project by 10 the City, at which time risk of loss shall transfer to the City. No partial payment or advance 11 by the City shall change the foregoing allocation of risk of loss.

12 3.25 <u>APPLICABLE LAW AND FORUM</u>:

Except as specifically provided herein, the Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising herefrom shall be brought in Snohomish County (Washington) Superior Court, which shall have sole and exclusive jurisdiction and venue.

17 3.26 <u>THIS SECTION NOT USED.</u>

18 3.27 <u>WAGE RATES</u>:

19 The Contractor and all subcontractors are required to abide by Section 1-07.9 of the 20 Standard Specifications and the State's Prevailing Wage Act, Chapter 39.12 RCW and 21 Chapter 49.28 RCW. A copy of the current prevailing wage rates is available from the 22 State of Washington, Department of Labor and Industries, Industrial Relations Division, 23 General Administration Building, Olympia, WA 98501, ATTN: Industrial Statistician, as 24 outlined in Section 7 of the Project Manual and shall be incorporated in and become a part 25 of the Contract. No worker shall be paid less than the specified hourly rate. The Contractor and all subcontractors must submit a "Statement of Intent to Pay Prevailing Wages" 26 27 approved by the Department of Labor and Industries to the City prior to any payments 28 being made. All fees are the responsibility of the Contractor. The Contractor shall post a 29 "Statement of Intent to Pay Prevailing Wages" and a copy of the current prevailing wage rates on the Project site. 30

- It is the Contractor's responsibility to see that all subcontractors comply with the above.
 Progress payments will not be released until all subcontractors have complied.
- Following Physical Completion of the Project, the Contractor and each subcontractor shall
 submit an "Affidavit of Wages Paid." The Completion date of the Contract will not be
 established until all affidavits have been received.

1 3.28 <u>PAYMENT</u>:

Within seven (7) calendar days of the progress estimate cutoff date, the Contractor shall submit to the Engineer three (3) copies of an itemized application for payment, supported to the extent required by the Engineer by receipts or other vouchers showing payment for materials and labors, payments to subcontractors, and other such evidence of the Contractor's right to payment. The Contractor shall be entitled to monthly progress payments corresponding to the stage of work.

- 8 Progress estimates will be prepared by the Engineer not later than thirty (30) calendar days 9 after commencing work, and every thirty (30) calendar days thereafter, if so entitled, for 10 the duration of construction. These shall be based upon an approximate estimate of 11 quantities or work completed and considered acceptable, as extended by the unit prices 12 established in the contract or as provided by the schedule of lump sum payments.
- 13The City shall also deduct or withhold from each monthly progress payment for any14charges against the Contractor authorized by the Contract Documents.
- 15 Quantities used for progress estimates shall be considered only as approximate and provisional and shall be subject to recalculations, adjustment and correction by the 16 17 Engineer, in its sole discretion, in subsequent progress estimates and in final estimates. 18 Any disputes by Contractor of any amount or estimate in a progress estimate must be made 19 in strict accordance with the applicable provisions of the Contract Documents, including 20 Paragraphs 3.31 through 3.33 hereto, or they will be waived. Inclusion of any quantities 21 in progress estimates, or failure to disapprove the work at the time of progress estimates, 22 shall not be construed as acceptance of corresponding work or materials.
- 23 3.29 <u>RETAINAGE</u>:
- 24 .1 Five percent (5%) of the Contract Sum shall be retained by the City, in accordance 25 with Chapter 60.28 RCW, for the protection and payment of the claims of any person 26 arising under the Contract and the State of Washington with respect to taxes imposed 27 pursuant to Title 82 RCW which may be due from the Contractor ("Retainage"). The Contractor acknowledges that the City shall release the Retainage only in accordance with 28 29 Chapter 60.28 RCW, which requires, among other things, that the City receive from the 30 Washington State Department of Revenue a certificate that all taxes, increases and 31 penalties due from the Contractor and all taxes due and to become due with respect to the 32 Contract have been paid in full or that they are, in the opinion of the Department of 33 Revenue, readily collectible without recourse to the State's lien on the Retainage.
- 34 .2 The Contractor shall also comply, and shall cause all of the Contractor's
 35 subcontractors to comply, with Chapter 60.28 RCW with respect to Retainage of amounts
 36 earned by any subcontractor or sub-subcontractor or supplier contracted with to provide
 37 labor, materials or equipment for the Project. Progress payments will not be released until
 38 the Contractor and all subcontractors have complied.

.3 If the Contractor wishes to set up an escrow account for the Retainage, an escrow
 agreement must be submitted to the City on a City provided form for review at least thirty
 (30) days prior to the first deposit.

4 .4 If the Contractor wishes to submit a bond for all or any portion of the Retainage, 5 the form of bond and surety must be acceptable to the City in its reasonable discretion and 6 must be submitted to the City for review at least thirty (30) days prior to the intended 7 effective date.

8 3.30 <u>LIQUIDATED DAMAGES</u>:

9 Time is of the essence of the Contract, and the Contractor acknowledges that the City will 10 suffer monetary and other damages in the event of an unexcused delay in Physical Completion of the Work. If the Contractor fails, without excuse under the Contract 11 Documents, or otherwise refuses to complete the Work within the Contract Time, or any 12 13 proper extension thereby granted by the City in writing, then the Contractor does hereby agree as part of the consideration for the awarding of the Contract, to pay to the City the 14 15 amount specified in the Contract and as shown on the Bid, not as a penalty, but as liquidated damages for such breach of Contract, for each and every calendar day that the Contractor 16 17 shall be in default after the time stipulated in the Contract for Physical Completion of the 18 Work.

19 3.31 <u>CLAIMS</u>:

20 .1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a 21 matter of right, adjustment of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other 22 23 disputes and matters in question between the City and Contractor arising out of or relating 24 to the Contract or the Work. Claims must be made in writing and include the information and substantiation required by the Contract. The responsibility to substantiate Claims shall 25 26 rest with the party making the Claim. A notice of a potential or future Claim does not 27 constitute a Claim.

28 .2 Any Claim of the Contractor against the City for damages, additional payment for 29 any reason, or extension of time, whether under the Contract or otherwise, must be made 30 pursuant to and in strict accordance with the applicable provisions of the Contract. No act, 31 omission, or knowledge, actual or constructive, of the City or the Consultant shall in any 32 way be deemed to be a waiver of the requirement for timely written notice and a timely 33 written Claim unless the City provides the Contractor with an explicit, unequivocal written 34 waiver.

35 .3 All Claims shall be addressed to:
36
37 Resident Engineer
38 City of Lynnwood
39 19100 44th Ave W
40 Lynnwood, WA 98036
- 2 A copy should be submitted to the Construction Manager.
- 3 3.32 PROCEDURES AND PROTESTS BY THE CONTRACTOR:
- 4 .1 <u>Waiver of Claims</u>. The execution of a Change Order shall constitute a waiver of 5 Claims by the Contractor arising out of the Work to be performed or deleted pursuant to 6 the Change Order and related to all prior Work on the Project, except as specifically 7 described in the Change Order. General reservations of rights will be deemed waived and 8 void.
- 9 .2 Claim for Additional Costs. All Claims for additional cost must be made according 10 to Paragraph 3.33 Dispute Resolution, or they will be waived. In the event that work is shown on the Drawings but not contained in Specifications, it will be assumed the work as 11 shown shall be provided at no change in the Contact Sum or Time. The Contractor shall 12 13 not be entitled to an increase in the Contract Sum or Time arising out of an error or conflict 14 where the Contractor failed adequately to review the Contract Documents and timely to 15 report the error or conflict to the Resident Engineer. In no event shall a Total Cost Method or a modified Total Cost Method be used by the Contractor to calculate any adjustments to 16 17 the Contract Price.
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- Claims for Additional Time.
- (i) A timely, written Claim, as provided herein, shall be required for any Claim for an increase in the Contract Time. The Contractor's Claim shall include an estimate of cost and probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.
- (ii) If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
 - (iii) In no event shall the Contractor be allowed to bring a Claim based upon a cumulative impact.
- 30 .4 <u>Injury or Damage to Person or Property</u>. If the Contractor suffers injury or damage 31 to person or property because of an act or omission of the City, of any of the City's 32 employees or agents, or of others for whose acts the City is legally liable, written notice of 33 such injury or damage, whether or not insured, shall be given to the City within a reasonable 34 time not exceeding 21 days after first observance. The notice shall provide sufficient detail 35 to enable the other party to investigate the matter. This Subparagraph does not apply to 36 Claims, damages for additional costs, acceleration, or delay.
- 37.5<u>Timely Notice</u>. Without timely written notice and protest as required by the38Contract Documents, the Contractor shall conclusively be deemed to have accepted any39order, direction, change, instruction, interpretation, determination or adjustment by the

1 City. The Contractor's disagreement shall in no way relieve the Contractor of its obligation 2 to comply promptly with any written notice issued by the Director or his/her designee.

- Contractor acknowledges that the City is entitled to timely notice as set forth in the Contract Documents so as to enable the City to exercise its rightful control over the Project budget and schedule. Failure to properly provide such information shall constitute a complete waiver of the Contractor's right to addition time or cost, or any other equitable adjustment or requested relief.
- 8 Requirements. If in disagreement with anything required in a Change Order, .6 9 another written order, or oral order (including directions, instructions, interpretations, and 10 determinations) by the City and where timely written notice has been made, Contractor 11 shall follow the protest requirements set forth in the Contract Documents and immediately 12 initiate and maintain detailed, accurate daily records of the effect on the Work, additional 13 labor, material or equipment required, all costs and/or delays. Upon request, the Contractor shall submit to the City, in such form as the Resident Engineer may prescribe, an itemized 14 15 accounting together with supporting data and copies of the daily records being maintained.
- 16 If the act or event giving rise to the protest is continuing in nature, or the impacts are 17 continuing, the Contractor shall update its submittal not less often than every thirty (30) 18 days.
- 19 In order to facilitate checking of such quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of 20 21 costs, including labor, materials, and subcontract costs. Labor and materials shall be 22 itemized in the manner described in Subparagraph 3.32.9 below. When major cost items 23 arise from Subcontractors or Suppliers of any tier, these items shall also be itemized. 24 Approval may not be given without such itemization. Failure to provide data within 21 25 days of the Resident Engineer's request shall constitute waiver of any Claim for changes in the Contract Time or Contract Sum. 26
- 27 The City shall have the right to audit the books and records of the Contractor and of any 28 Subcontractor or Supplier of any tier seeking a change in the Contract Sum. The total cost 29 of any change, including a Claim, shall be limited to the reasonable value, as determined 30 by the Resident Engineer (subject to appeal through the dispute resolution procedure of the items in Subparagraph 3.32.9 below). Unless otherwise agreed in writing by the City, the 31 cost shall not exceed the lower of the prevailing cost for the work in the locality of the 32 33 Project or the cost of the work in the current edition of R.S. Means Company, Inc., Building 34 Construction Cost Data.
- 35 .7 <u>Amounts Not in Dispute</u>. Pending final determination of cost to the City, amounts 36 not in dispute may be included in Applications for Payment. The amount of credit to be 37 allowed by the Contractor to the City for a deletion or change which results in a net 38 decrease in the Contract Sum shall be actual net cost as confirmed by the Resident 39 Engineer. When both additions and credits covering related Work or substitutions are 40 involved in a change, the allowance for overhead and profit shall be figured on the basis of 41 net increase, if any, with respect to that change.

- 1 If the City and Contractor do not agree with the adjustment in Contract Time (i) 2 or the method for determining it, the adjustment or the method shall be 3 referred to the Resident Engineer for determination. Any adjustment in the 4 Contract Time arising from a Change or Claim shall be limited to the change 5 in the actual critical path of the Contractor's most recently updated and 6 accepted Construction Schedule directly caused thereby. The adjustment 7 shall be determined by the Resident Engineer on the basis of reasonable 8 expenditures and savings of those performing the Work attributable to the 9 change, in strict accordance with this Paragraph and other applicable 10 provisions of the Contract Documents.
- 11(ii)When the City and Contractor agree with the determination made by the12Resident Engineer concerning the adjustments in the Contract Sum and13Contract Time, or otherwise reach agreement upon the adjustments, such14agreement shall be effective immediately and shall be recorded by15preparation and execution of an appropriate Change Order.
- 16 .8 Minor Changes in the Work. When provided for in the Contract Documents, and 17 with prior written consent of the Engineer, the Resident Engineer will have the authority 18 to order Minor Changes in the Work not involving extension of the Contract Time, and not 19 inconsistent with the intent of the Contract Documents, in accordance with Section 1-20 04.4(1) of the Standard Specifications. Such changes shall be effected by written order 21 and shall be binding on the City and Contractor. The Contractor shall carry out such written orders promptly. Any protest by the Contractor of any such written order must be made in 22 23 strict accordance with the applicable provisions of the Contract Documents, including 24 Paragraphs 3.31 through 3.33 hereto, or they will be waived.
- 9 <u>Pricing Components</u>. The value of any Claim for an increase or decrease in the
 Contract Sum shall be limited to the following components and Contractor shall
 contemporaneously segregate and separately record at the time incurred all costs associated
 with any Claim. Any work performed for which the Contractor intends to seek an
 adjustment in Contract Price, Contract Time, and/or other alleged damages shall be
 recorded on the same day the work is performed and kept separate so as to distinguish it
 from Contract Work:
- 32(i)Direct Labor Costs:These are labor costs determined by either the33estimated or actual number of additional craft hours and the hourly cost34necessary to perform the change in the Work or the unit labor costs applied35to the material quantities and extended, provided the unit labor costs are36developed from the above craft hour cost, whichever is applicable,37according to industry practice.
- 38 The hourly cost shall be based upon the following:
- 39 (a) <u>Basic Wages</u>: Current Washington Department of Labor &
 40 Industries prevailing hourly wage for laborers, apprentices,
 41 journeyman, and foreman performing and/or directly supervising

1 2			the changed Work on the site. The premium portion of overtime wages is not included unless pre-approved by the City.
3 4 5 6		(b)	<u>Fringe Benefits</u> : Fringe benefits paid by the Contractor as established by the Washington Department of Labor and Industries or contracted to labor trust funds as itemized fringe benefits, whichever is applicable.
7 8 9 10		(c)	<u>Worker's Insurance</u> : Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
11 12 13		(d)	<u>Federal Insurance</u> : Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).
14 15 16 17 18 19 20	(ii)	Direct additio costs sh cost sh costs, e sum co Engine	<u>Material Costs</u> : This is an itemization of the quantity and cost of nal materials necessary to perform the change in the Work. These hall be by the unit cost applied to the quantity and extended. The unit all be based upon the net cost after all discounts or rebates, freight express charges, or special delivery costs, when applicable. No lump osts will be allowed except when approved in advance by the Resident per.
21 22 23 24 25 26 27 28	(iii)	Constr length solely as esta <u>Rate B</u> as evid permitt Work a	uction Equipment Usage Costs: This in an itemization of the actual of time construction equipment appropriate for the Work will be used on the change in the Work at the site times the applicable rental cost blished by the lower of the prevailing rate published in <u>The Rental lue Book</u> by Data Quest, San Jose, California, or the actual rate paid lenced by rental receipts. Actual, reasonable mobilization costs are ted if the equipment is brought to the Site solely for the change in the and if approved in writing in advance by the Resident Engineer.
29 30 31 32 33 34 35 36 37 38 39		If more in effe maxim workin lubrica design weekly lowest (24) ho equipn above.	e than one rate is applicable, the lowest rate will be utilized. The rates bet at the time of the performance of the Change work are the num rates allowable for equipment of modern design and in good be condition and include full compensation for furnishing all fuel, oil, ints, repairs, maintenance, and insurance. Equipment not of modern and/or not in good working condition will have lower rates. Hourly, v, and/or monthly rates, as appropriate, will be applied to yield the total cost. After eight (8) hours of equipment use in a twenty-four pur period, and after forty (40) hours of equipment use in a week, the nent usage cost shall be fifty percent (50%) of the rate established

1 2 3 4 5 6 7 8 9 10 11 12	The rate for equipment necessarily standing by for future use on the Work shall be fifty percent (50%) of the rate established above. The total standby hours per day will be a maximum of eight (8) hours less the operating hours paid as a result of the change in the Work and less the hours that the item of equipment was or could have been used on other changed or non-changed Work and less any hours that the equipment was in a "non-operational" condition, as determined and approved by the City. The total standby hours per week will be a maximum of forty (40) hours less the operating hours paid for the change in Work and less the hours that the item of equipment was or could have been used on other changed or non-changed Work and less any hours that the equipment was in a "non-operational" condition, as determined and approved by the City.
13 14 15 16 17 18	If equipment is required for which a rental rate is not established by <u>The</u> <u>Rental Rate Blue Book</u> an agreed rental rate shall be established for that equipment, which rate and use must be approved by the Resident Engineer prior to performing the work. Failure by the Contractor to obtain written approval of any rental rate not established by <u>The Rental Rate Blue Book</u> prior to performing the work shall be a waiver of all such costs.
19 (iv) <u>Cost of Change in Insurance or Bond Premium</u> : This is defined as:
20 21 22	(a) <u>Contractor's liability insurance</u> : The costs (expressed as a percentage) of any changes in the contractor's liability insurance arising directly from the changed Work; and
23 24 25	(b) <u>Public Works bond</u> : The cost (expressed as a percentage) of the additional premium for the contractor's bond arising directly from the changed Work.
26 27	Upon request, the Contractor shall provide the City with supporting documentation from its insurer or surety.
28 (v) 29 30 31	<u>Subcontractor Costs</u> : These are payments the Contractor makes to Subcontractors for changed Work performed by Subcontractors. The Subcontractors' cost of Work shall be determined in the same manner as prescribed in this Subparagraph 3.32.9.
32 (vi 33 34 35 36 37 38) <u>Fee</u> : This is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including contractor's project manager, project engineer, and superintendent's time), and includes delay and impact costs of any kind, added to the total cost to the City of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. It shall be limited in all cases to the following schedule:
39 40	(a) The Contractor shall receive 10% of the cost of any materials supplied or work performed by the Contractor's own forces.

February 11, 2020

- 1 (b) The Contractor shall receive 8% of the amount owed directly to a 2 Subcontractor or its Supplier for materials supplied or work 3 performed by that Subcontractor or its Supplier. 4 (c) Each Subcontractor (including lower tier subcontractors involved) 5 shall receive 10% of the costs of any materials supplied or work 6 performed by its own forces. 7 (d) Each Subcontractor of any tier shall receive 8% of the amount it 8 owes for materials supplied or work performed by its suppliers or 9 subcontractors of any lower tier. 10 (e) The cost to which this Fee is to be applied shall be determined in accordance with Subparagraph 3.32.9 (i) - (iv). 11
- If a change in the Work involves both additive and deductive items, the appropriate Fee
 allowed will be added to the net difference of the items. If the net difference is negative,
 no Fee will be added to the negative figure as a further deduction.

15 The costs and allowances for overhead and profit as calculated in accordance with the 16 paragraphs and the Contract Documents shall constitute the Contractor's full and sole 17 entitlement to compensation or equitable adjustment for any changed work, Change Order, 18 Construction Change Directive, Claim or any other claim of any kind on this Project, 19 relating thereto, or resulting therefrom. No additional compensation shall be allowed for 20 items including, but not limited to, direct, indirect or impact damages, costs of delay, 21 acceleration inefficiency, and home office overhead.

22 3.33 <u>DISPUTE RESOLUTION</u>:

- 23 .1 All Claims, direct or indirect, arising out of, or relating to, the Work or the Contract 24 Documents or the breach thereof shall be decided exclusively by the following dispute 25 resolution procedure. Claims that have been waived under the terms of the Contract Documents are barred, including those waived due to Contractor's failure to timely comply 26 27 with this Paragraph 3.33 or failure to comply with the timing and notice procedures set forth in the Contract Documents. As a condition precedent to submitting a Claim, the 28 29 Contractor must comply with the requirements of Paragraph 3.32 above, WSDOT Standard 30 Specifications Section 1-04.5, and all other timing and notice requirements set forth in the 31 Contract Documents.
- 32 .2 The Contractor shall submit in writing to the Resident Engineer all Claims within 33 ten (10) calendar days of the event giving rise to them, signed by the Contractor under 34 penalty of perjury. The submission shall include a clear description of the Claim, the 35 proposed change in the Contract Sum and/or Time of the Claim, or other relief sought by 36 the Contractor, and provide sufficient data and information supporting the Claim to enable 37 the City to conduct its own investigation of the event, including all information required in Paragraph 3.32 above. The Claim shall be deemed to include all changes, direct and 38 39 indirect, in cost and in time to which the Contractor (and Subcontractors and Suppliers of 40 any tier) is or may be entitled. If the act or event is continuing in nature, or the impacts are

continuing, the Claim shall so state and the Contractor shall update its claim not less often
 than every thirty (30) days.

- The claims of a Subcontractor or Supplier of any tier may be brought only through the Contractor and only after the Contractor notifies the City in writing and signed by the Contractor under penalty of perjury that the Contractor has reviewed the Claim and believe it to meritorious.
- 7 (i) Level I. Within seven (7) days of receipt of the written notice and all 8 required information and data, the senior site representative of the 9 Contractor and the Resident Engineer shall meet, confer, and attempt to 10 resolve the claim. The senior site representative of the Contractor shall have 11 the authority to resolve and settle the claim. Either the Contractor or the 12 City will be entitled to give the other written notice to delay the start of a 13 properly requested Level I meeting for up to fourteen (14) days in order to review the supporting data or to assemble more accurate or complete data 14 15 to support the Claim.
- 16 (ii) Level II. If the Claim is not resolved within seven (7) days of the close of 17 the Level I meeting, the Contractor may require that an officer of the Contractor (who did not attend the Level I meeting), the Construction 18 19 Manager, and the Resident Engineer meet, confer, and attempt to resolve 20 the Claim within fourteen (14) days thereafter. Other City personnel may 21 also attend the Level II meeting. Prior to being obligated to attend the Level 22 II meeting, the City or its representatives shall have the right to audit and copy the Claim-related books and records of the Contractor and of any 23 Subcontractor or Supplier of any tier making a Claim. 24
 - (iii) The terms of the resolution of any Claims concluded in Level I or Level II meetings shall be memorialized in writing and signed by each party.
- 27 .3 Mediation: If the Claim is not resolved in the dispute resolution procedure, neither 28 the Contractor nor any Subcontractor or Supplier of any tier may bring a Claim against the 29 City in litigation unless the Claim is first subject to nonbinding mediation before a single 30 mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. Contractor waives all Claims by failing to provide written notice to the 31 32 Resident Engineer of the Contractor's intent to mediate within twenty-one (21) days of the 33 Level II meeting. This requirement cannot be waived except by an explicit written waiver 34 signed by the City and the Contractor. An officer of the Contractor and the Director, both having full authority to settle the Claim, must attend the mediation session. To the extent 35 36 there are other parties in interest, such as the Consultant, Subcontractors, or Suppliers of 37 any tier, their representatives with full authority to settle the Claim, shall also attend the mediation session. Unless the City and the Contractor mutually agree in writing otherwise 38 39 and only in the event Contractor provides timely notice of intent to mediate, all unresolved 40 Claims on the Project shall be considered at a single mediation session which shall occur after Physical Completion, but prior to Final Acceptance by the City. The Contractor is 41 responsible for initiating the mediation procedure. 42

25

1 Litigation. The Contractor may not initiate litigation on any Claim unless each such .4 2 Claim was properly and timely raised and considered in the Procedures of Subparagraphs 3 3.33.1 through 3.33.3 above. All unresolved Claims of the Contractor shall be waived and 4 released unless the Contractor has complied with the time limits of the Contract 5 Documents, and litigation is served and filed within the earlier of (a) 180 days after the 6 Date of Physical Completion designated in writing by the City (provided that a mediation 7 session has occurred) or (b) 60 days after Final Acceptance. This requirement cannot be 8 waived except by an explicit written waiver signed by the City.

- 9 .5 The Contractor agrees that the City may join the Contractor as a party to any 10 litigation/arbitration involving the alleged fault of the Contractor.
- .6 The Contractor shall diligently carry on the Work and maintain the Contractor's
 Construction Schedule during any dispute resolution proceedings, unless otherwise agreed
 by it and the City in writing.
- 14 3.34 <u>NONDISCRIMINATION AND AFFIRMATIVE ACTION</u>:
- Unless the Contractor is exempt by Federal Executive Order 11246, as amended by 15 .1 16 Executive Order 11375, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The 17 Contractor will take affirmative action to ensure that applicants are employed and that 18 19 employees are treated during employment without regard to their race, color, religion, sex, 20 age or national origin. Such action shall include, but not be limited to, the following: 21 employment; upgrading; demotion or transfer; recruitment or recruitment advertising; 22 layoff or termination; rates of pay or other forms of compensation; and selection for 23 training, including apprenticeship. The Contractor agrees to post in conspicuous places, 24 available to employees and applicants for employment, notices to be provided setting forth 25 the requirements of these nondiscrimination provisions.
- 26 .2 The Contractor further agrees to comply with all applicable non-discrimination 27 laws and affirmative action programs, including, without limitation, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam 28 29 Era Veterans Readjustment Act of 1984, and acknowledges that, should the Contractor be 30 in violation of this paragraph or any applicable laws or affirmative action programs, the Contractor shall be barred forthwith from receiving award of any purchase order from the 31 32 City unless a satisfactory showing is made that such noncompliance or discriminatory practices have terminated and that a recurrence of such acts is unlikely. 33

34 3.35 <u>MINORITY AND WOMEN BUSINESS ENTERPRISE</u>:

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

3 3.36 <u>NOTICES:</u>

4 Any notice or communication under the Contract will be effective only if in writing and 5 delivered in person, by overnight courier service, by facsimile transmission, by electronic mail transmission, or mailed by registered or certified mail return receipt requested postage 6 7 prepaid to the City at the address set forth in the Invitation for Bids or to the Contractor at 8 the address set forth in the Bid, or to any other address the addressee may have notified the 9 sender beforehand referring to the Contract. All notices and communications will be 10 deemed given, made and received: (a) upon delivery, if personally delivered; (b) when sent 11 by facsimile or electronic email transmission if confirmation is received; (c) one (1) business day after the deposit, if delivered by a nationally recognized courier service 12 13 offering guaranteed overnight delivery; or (d) three (3) business days after deposit in the 14 United States mail.

15 3.37 PATENT, PATENT ROYALTIES & PROCESS FEES

17 The Contractor shall furnish the City a license or licenses for the use of any equipment 18 process or processes in connection with this Project that is the subject of any patent. The 19 Contractor shall include in the unit prices bid any patent royalties or license fees for 20 equipment installed or construction methods used. The Contractor shall provide at the 21 request of the City a patent attorney's opinion letter acceptable to the City, advising that 22 any process or equipment used by Contractor does not infringe on any patent.

23

16

24 3.38 LAWS AND REGULATIONS

All applicable State laws and municipal ordinances, and the rules and regulations of all
authorities having jurisdiction over the construction of the project, shall apply to the
Contract throughout and they will be deemed to be included in the Contract the same as if
written therein in full. This Contract is also subject to regulations for projects receiving
Federal funding.

1	SECTION 4
2	BID PROPOSAL FORM
3	

	BID COVER SHEE	Т
PROJECT NAME:		
BID NUMBER:	BID DATE: _	
CONTRACTOR NAME:		
ADDRESS:		
PHONE:	EMAIL:	
ADDENDA RECEIVED		
Addenda No.	Date Received	Name of Recipient
BIDDER NAME:		
	Printed	
BIDDER SIGNATURE:		

1	BID FOR PROJECT
2	2020 Pavement Preservation Project
3	
4	
5	
6	To the Honorable
7	Mayor & Council
8	Lynnwood, Washington
9	
10	The undersigned ("Bidder") certifies that the Bidder has examined the site, that it has taken steps
11	reasonably necessary to ascertain the nature and location of the work, that it has investigated and
12	satisfied itself as to the general local conditions which can affect the work or its costs, that it has
13	examined Project Manual (including, without limitation, the Contract Plans and Specifications,
14	and all applicable laws and ordinances with respect to the above-mentioned Project. The Bidder
15	hereby offers to perform the required Work in accordance with the terms, provisions and
16	requirements of the Project Manual at the following unit prices and/or lump sums.
17	
18	As evidence of the Bidder's good faith, cash, a bid bond, cashier's check, or certified check in the
19	amount of five percent (5%) of the total amount of the Bid, payable to the City Treasurer, City of
20	Lynnwood ("Deposit"), is enclosed with this Bid, and using the Bid Security Form provided in
21	this section. The Bidder understands and hereby agrees that, should this Bid be accepted, and the
22	Bidder fail or refuse to enter into a Contract and furnish the required bonds or liability insurance,
23	the Bidder will forfeit the Deposit to the City, as provided in the Project Manual.
24	
25	The Bidder fully understands and agrees that the unit prices submitted in this Bid shall apply to
26	the quantity actually used, regardless of its relation to the quantity shown in the Bid, as further
27	specified herein. The Bidder further understands and agrees that where the City has estimated and
28	include dollar amounts that are to be paid per force account, all such dollar amounts are to become
29	part of the Bidder's total bid. However, the City does not warranty expressly or by implication
30	that the actual amount of work or the cost of work will correspond with those estimates and that
31	payment will be made on the solely basis of the amount of work actually authorized by the City in
32	accordance with the Contract Documents.
33	
34	The Bidder freely states that the Bidder is familiar with the provisions of the competitive bidding
35	statutes of the State of Washington, specifically the provisions of Chapter 9.18 RCW, and certifies
36	that with respect to this Bid, there has been no collusion or understanding with any other person
37	or entity to prevent or eliminate full and unrestricted competition upon bidders on this public works
38	project.
39	
40	The Bidder further understands that the City reserves the right to award the Work based on bids
41	received and available funding and, in addition, to reject any or all bids. The Bidder further
42	understands that the City reserves the right to make award within forty-five (45) calendar days of
43	the Bid Opening specified in the Invitation to Bid and that the Bidder guarantees the Bidder's Bid
44	for said duration.
45	
46	

1 Bid Schedule:

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Item No.	Spec. Sect.	Description	Est. Oty.	Unit	Unit Price	Amount
1.	1-04.4 SP	Unexpected Site Changes	40,000	EST	\$1.00	\$40,000
2.	1-05.4 SP	Roadway Surveying	1	LS	\$	\$
3.	1-05.4 SP	Licensed Surveying	1	LS	\$	\$
4.	1-05.4 SP	ADA Features Surveying	1	LS	\$	\$
5.	1-05.18 SP	Record Drawings	1	LS	\$	\$
6.	1-07.15	SPCC Plan	1	LS	\$	\$
7.	1-07.23 SP	Pedestrian Traffic Control	1	LS	\$	\$
8.	1-08.3	Type B Progress Schedule	1	LS	\$	\$
9.	1-09.7	Mobilization	1	LS	\$	\$
10.	1-10 SP	Portable Changeable Message Sign	6,150	HR	\$	\$
11.	1-10 SP	Project Temporary Traffic Control	1	LS	\$	\$
12.	1-10 SP	Traffic Control Supervisor	1	LS	\$	\$
13.	1-10 SP	Flaggers	1,200	HR	\$	\$
14.	1-10 SP	Off-Duty Uniformed Police Officer	128	HR	\$	\$
15.	2-02 SP	Saw Cutting Existing Pavement	5,350	LF	\$	\$
16.	2-02 SP	Removing Cement Conc. Curb and Gutter	460	LF	\$	\$
17.	2-02 SP	Removing Cement Conc. Sidewalk	310	SY	\$	\$
18.	2-02 SP	Removing Asphalt Median	2	EA	\$	\$
19.	2-03	Roadway Excavation Incl. Haul	3,180	CY	\$	\$
20.	2-05 SP	Potholing	30	VF	\$	\$
21.	2-09	Shoring or Extra Excavation Cl. B	50	SF	\$	\$
22.	4-04	Crushed Surfacing Top Course	3,720	TON	\$	\$
23.	5-02	Asphalt for Fog Seal	10	TON	\$	\$

Item	Spec.		Est.			
No.	Sect.	Description	Qty.	Unit	Unit Price	Amount
24.	5-04 SP	Pavement Repair Excavation Incl. Haul	40	SY	\$	\$
25.	5-04 SP	Asphalt Cost Price Adjustment	4,679	CALC	\$1.00	\$4,756
26.	5-04 SP	HMA CL. 1/2 IN. PG 58H-22	4,440	TON	\$	\$
27.	5-04 SP	HMA CL. 3/8 IN. PG 58H-22	370	TON	\$	\$
28.	5-04 SP	Planing Bituminous Pavement	8,580	SY	\$	\$
29.	5-04 SP	HMA for Pavement Repair Cl. 1/2 IN. PG 58H-22	10	TON	\$	\$
30.	5-04 SP	Material Transfer Device/Vehicle	340	TON	\$	\$
31.	7-04	Schedule A Storm Sewer Pipe 12 In. Diam.	11	LF	\$	\$
32.	7-05	Concrete Inlet	1	EA	\$	\$
33.	7-05	Connection to Drainage Structure	1	EA	\$	\$
34.	7-05 SP	Adjust Manhole to Finished Grade	20	EA	\$	\$
35.	7-05 SP	Adjust Drainage Structure to Finished Grade	18	EA	\$	\$
36.	7-05 SP	Replace Existing Rectangular Frame and Grate with New Rectangular Frame and Vaned Grate	17	EA	\$	\$
37.	7-05 SP	Replace Existing Open Curb Frame and Grate with New Open Curb Frame and Grate	1	EA	\$	\$
38.	7-05 SP	Replace Existing Storm Drain Manhole Ring and Cover with New Ring and Cover	6	EA	\$	\$
39.	7-05 SP	Replace Existing Sanitary Sewer Manhole Ring and Cover with New Ring and Cover	10	EA	\$	\$
40.	7-05 SP	Replace Existing Rectangular Frame and Cover with New Rectangular Frame and Solid Locking Cover	4	EA	\$	\$
41.	7-12 SP	Replace Water Valve Box Top Section and Cover	15	EA	\$	\$
42.	7-12 SP	Adjust Water Valve Box to Finished Grade	33	EA	\$	\$

Item	Spec.		Est.			
No.	Sect.	Description	Qty.	Unit	Unit Price	Amount
43.	8-01	Erosion/Water Pollution Control	1	LS	\$	\$
44.	8-01	Inlet Protection	36	EA	\$	\$
45.	8-01	High Visibility Silt Fence	90	LF	\$	\$
46.	8-02	Seeding and Fertilizing by Hand	40	SY	\$	\$
47.	8-02 SP	Property Restoration	4,250	EST	\$1.00	\$4,250
48.	8-02 SP	Topsoil Type A	6	CY	\$	\$
49.	8-04	Cement Conc. Traffic Curb and 12" Gutter	170	LF	\$	\$
50.	8-04	Cement Conc. Traffic Curb and 18" Gutter	290	LF	\$	\$
51.	8-04	Cement Conc. Traffic Curb	20	LF	\$	\$
52.	8-04	Cement Conc. Pedestrian Curb	270	LF	\$	\$
53.	8-04	Extruded Curb	60	LF	\$	\$
54.	8-05 SP	Adjust Gas Valve Box by Raising	5	EA	\$	\$
55.	8-09 SP	Raised Pavement Marker Type 1	18	HUND	\$	\$
56.	8-09 SP	Raised Pavement Marker Type 2	4	HUND	\$	\$
57.	8-13 SP	Monument, Monument Case, and Cover	4	EA	\$	\$
58.	8-14 SP	Cement Conc. Sidewalk	110	SY	\$	\$
59.	8-14 SP	Cement Conc. Curb Ramp Type Parallel A	100	SY	\$	\$
60.	8-14 SP	Cement Conc. Curb Ramp Type Perpendicular A	30	SY	\$	\$
61.	8-14 SP	Cement Conc. Curb Ramp Type Double Parallel	35	SY	\$	\$
62.	8-14 SP	Cement Conc. Curb Ramp Type Single Direction	10	SY	\$	\$
63.	8-14 SP	Detectable Warning Surface	40	SF	\$	\$
64.	8-20 SP	Traffic Signal System Modifications (68th Ave W and 200th St SW)	1	LS	\$	\$
65.	8-20 SP	Flashing Beacon (68th Ave W Midblock Crossing)	1	LS	\$	\$
66.	8-20 SP	Flashing Beacon (68th Ave W and 202nd St SW)	1	LS	\$	\$

Item	Spec.		Est.			
No.	Sect.	Description	Qty.	Unit	Unit Price	Amount
67.	8-21	Permanent Signing	1	LS	\$	\$
68.	8-22	Plastic MMA Line	100	LF	\$	\$
69.	8-22	Removing Plastic Crosswalk Line	40	SF	\$	\$
70.	8-22	Plastic Bicycle Lane Symbol	26	EA	\$	\$
71.	8-22	Plastic Traffic Arrow	22	EA	\$	\$
72.	8-22	Removing Paint Line	5,940	LF	\$	\$
73.	8-22 SP	Plastic MMA Stop Line	130	LF	\$	\$
74.	8-22 SP	Plastic MMA Crosswalk Line	1,040	SF	\$	\$
75.	8-22 SP	Plastic MMA Bicycle Lane Line	10,190	LF	\$	\$
76.	8-23 SP	Temporary Pavement Marking	10,090	LF	\$	\$

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****Department of Revenue Rule 171 applies to this project****

TOTAL CONSTRUCTION COST

\$_____

Addendum	No.	Date Received	Name of Recipient
ALTERNA Bidders, at t materials. 7 Alt. to Bi	TES TO BID ITEM heir option, shall us The City shall be the d	Se this page to submit propose e sole judge of any alternates Manufactur	lls on alternate types of equipments be selected or approved.
			Annount B
PROPOSEI		'OPS	
A subcontra	ctor is defined here	ein as one who contracts with	the Bidder to furnish materials
labor for pe	rformance of the W	ork.	
For contrac	ts, the estimated c	ost of which is One Million	n Dollars (\$1,000,000) or more
accordance	with the requirement	ts of RCW 39.30.060 includi	ng any amendments, the Bidder
list those su	bcontractors that w	ould perform work in the fol	lowing categories, or name itself
identified u	nless subcontractors	s vary with bid alternates, in	which case the Bidder must indi
which subco	ontractor will be use	ed for which alternative.	
HVAC:			
Plumbing: _			
Electrical: _			
Failure of th	e Bidder to provide		
therefore, ve	oid.	e the required information wi	ll render the bid non-responsive
therefore, vo	BIDDER'S OPCA	e the required information wi	ll render the bid non-responsive
therefore, v WORK BY By signing	bid. <u>BIDDER'S ORGA</u> the Proposal, the B	e the required information wi <u>NIZATION</u> idder agrees that work perfo	Il render the bid non-responsive
therefore, v <u>WORK BY</u> By signing account for	bid. <u>BIDDER'S ORGA</u> the Proposal, the B at least thirty (30) r	e the required information wi <u>NIZATION</u> idder agrees that work perfo percent of the Awarded Contr	Il render the bid non-responsive rmed by Bidder's organization s act price in compliance with Sec
therefore, v <u>WORK BY</u> By signing account for 1-08.1 of th	bid. <u>BIDDER'S ORGA</u> the Proposal, the B at least thirty (30) p e WSDOT Standard	e the required information wi <u>NIZATION</u> idder agrees that work perfo percent of the Awarded Contr I Specifications, current editio	Il render the bid non-responsive rmed by Bidder's organization s act price in compliance with Sec on, as amended.
therefore, v <u>WORK BY</u> By signing account for 1-08.1 of th <u>TIME FOR</u>	bid. <u>BIDDER'S ORGA</u> the Proposal, the B at least thirty (30) p e WSDOT Standard <u>COMPLETION</u>	e the required information wi <u>NIZATION</u> idder agrees that work perfo percent of the Awarded Contr I Specifications, current editio	Il render the bid non-responsive rmed by Bidder's organization s act price in compliance with Sec on, as amended.

1 LIQUIDATED DAMAGES

7

The Bidder fully understands and agrees to the provisions of the Project Manual, and herewith
further agrees that the liquidated damages shall be as stated in Section 1-08.9 of the Special
Provisions for each and every working day required beyond the above stated construction time
allowed to complete the Work.

8					
	Dated:				
				(Name of Bidder	
	Location or Place	Executed:	By		
	(City, State)		(Prir Title	nt Name of Authorized Representative)	
			11uc		
9					
10	BIDDER is a(n):	\Box Individual	Partnership	□ Joint Venture	
11		□ Incorporated in	the state of		
12		Limited liabilit	ty company formed in t	he State of	
13					

NON-COLLUSIO	N AFFIDAVIT	
	(This Affidav	it to be fully executed)
STATE OF)	
STATE OF) ss.	
COUNTY OF)	
		, affiant,
ha		
ne	(President, Secretary, M	anager, Firm City, or Representative)
of	· · ·	
ha parson cornera	(Name of Comp	vany or Corporation or Firm)
duly sworn deposes	and says.	The makes the accompanying Bid, having first been
That such B	id is genuine, and not sh	am or collusive, nor made in the interest or behalf of
any person or entity	v not herein named: that	the Bidder has not directly or indirectly induced or
solicited any other b	bidder to put in a sham bi	id, or any other person, firm, or corporation to refrain
from bidding: and t	hat the Bidder has not i	in any manner sought by collusion to secure for the
Bidder an advantage	e over any other bidder.	
		Signature of President Secretary Manager
		City or Authorized Representative
		(Circle One)
C	···· (.) (
Subscribed and swo	rn to before me on	·································
		Print Name:
		NOTARY PUBLIC for the state of Washington
		residing at
		My appointment expires:
		5 TT

	indersigned.		·	onuis	(Ψ		(Prir
and			(Surety), are	held ar	nd firmly	v boun
the City of	Lynnwood	(Contracting	Agency)	in	the	penal	sun
(\$), which fo	or the payment of	of which Prin	ncipal	and Su	rety bind	d them
their heirs, execut	ors, administrate	ors, successors a	and assigns, j	ointly	and se	verally.	The li
of Surety under th	is Bid Bond sha	ll be limited to t	he penal sum	ı of thi	s Bid E	Bond.	
Conditions: The	Bid Deposit or	Bid Bond shall	be an amoun	t not le	ess thar	n five per	rcent (
the total bid, inclu	ding sales tax an	d is submitted by	y Principal to	Contr	acting	Agency	in coni
with a Proposal for	or <u>2020 Pavemen</u>	nt Preservation I	Project, City	Projec	t No. 3	<u>161</u> , acc	cording
terms of the Prope	osal and Bid Doc	cuments.					
Now therefore,							
a. If the Proposa	l is rejected by C	Contracting Age	ncy, or				
b. If the Proposa	l is accepted an	d Principal shal	l duly make	and en	nter int	o an Ag	reemei
Contracting A	gency in accord	ance with the ter	rms of the Pr	oposal	and sh	all furni	sh a bo
the faithful pe	rformance of sai	d Project and for	r the paymen	t of all	person	is perform	ming la
furnishing ma	terials in connec	tion therewith, w	vith Surety o	r Suret	ties app	proved by	y Cont
Agency, and s	hall in all other	respects perform	n the Contrac	t creat	ed by t	he accep	otance
Proposal, then this Bid Security shall be released; otherwise it shall remain in full f				se it s	hall rer	nain in f	full for
Proposal, ther		5	,	hallin	nmedia	tely pay	and fo
Proposal, ther effect and Prin	ncipal shall forfe	it the Bid Depos	it or Surety s	man m		ad dama	
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Proposal, ther effect and Prin Contracting A	ncipal shall forfe gency the amount Surety and its B	it the Bid Depos nt of the Bid Bo id Bond shall be	it or Surety s nd, as penalt	y and l	liquidat	ed dama	ages.
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Proposal, ther effect and Prin Contracting A The obligations of of time within wh of any such exten Signed and dated	Surety and its B ich Contracting sion. this day Principal	it the Bid Depos nt of the Bid Bo id Bond shall be Agency may ac of	it or Surety s nd, as penalt in no way im cept bids; an Surety By	y and l paired d Sure 20	liquidat l or affe ety does 	ected by a shereby	any ext waive
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	STATEMENT O	F BIDDER'S QUALIF	ICATIO	<u>NS</u>
Attach additional	sheets as necessary	to fully provide the in	formati	on required.
Name of BIDDER	:			
Address of BIDDE	R:			
City	/:	State	:	Zip:
Phone number of E	BIDDER:			
Email address of B	IDDER:			
Website of BIDDE	R:			
Contact Person for	this Project:			
Federal Employer	Identification Numbe	r (EIN) (or SSN if appl	icable) _	
BIDDER is a(n):	Individual	Partnership	□ Jc	oint Venture
	□ Incorporated in	n the state of		
	Limited liability	ty company formed in t	he State	of
Bank Reference:			_ Accou	int type:
Officer:		Officer's Phone	No.:	
List all those proje and the gross doll preprinted project I Project Name	cts, of similar nature ar amount of each p listing must include a Amount	and size, completed by project. Include a ref Il this information: Year Compl	BIDDE erence f	ER within the past 5 year for each. Any attache Owner/Reference Phone # or email

	Number of projects in the past 5 ye	ears completed:	
) •	ahead of schedule	on schedule	behind schedule.
	List the supervisory personnel to project (Project Manager, Principa	be employed by the BIDDE l Foreman, Superintendents,	ER and available for work on this and Engineers):
	Name	<u>Title</u>	How long with BIDDER
	Number of regular full-time emplo	oyees:	
	List major pieces of equipment wh note which items are owned by the	ich are anticipated to be used Bidder and which are to be	l on this Project by the Bidder and leased or rented from others:
	By signing below, the BIDDER a	grees that the City shall reta	ain the right to obtain any and all
	By signing below, the BIDDER a credit reports.	grees that the City shall reta	ain the right to obtain any and all
	By signing below, the BIDDER a credit reports. Printed Name of BIDDER:	grees that the City shall reta	ain the right to obtain any and all
	By signing below, the BIDDER a credit reports. Printed Name of BIDDER: Signature of BIDDER:	grees that the City shall reta	ain the right to obtain any and all
	By signing below, the BIDDER a credit reports. Printed Name of BIDDER: Signature of BIDDER: Title	grees that the City shall reta	ain the right to obtain any and all

1 2	RESPONSIBLE BIDDER DETERMINATION FORM (To be submitted by BIDDER with Bid)
3	
4	Name of PROJECT:
5	Name of BIDDER:
6	Address of BIDDER:
7	City:State:Zip:
8	Phone number of BIDDER:
9	Email address of BIDDER:
10	The following items are to determine Responsible Bidder status [RCW 39.04.350(1)]:
11	Contractor's Washington State License No.: Exp. Date:
12	Unified Business Identification (UBI) No:
13	Dept. of Labor & Industries Account Number:
14	Employment Security Dept. Account No.:
15	Dept. of Revenue Excise Tax Registration Number:
16 17 18 19 20 21 22 23	 BIDDER on L&I Infraction List? Yes Yes No www.lni.wa.gov/tradeslicensing/PrevWage/AwardingAgencies/violations/default.asp BIDDER on L&I "Contractor's Not Allowed to Bid" List? Yes No www.lni.wa.gov/tradeslicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp BIDDER has completed required public works and prevailing wage training: Exempt (Listed on L & I Public Works Training Exemption List www.lni.wa.gov/TradesLicensing/PrevWage/files/ExemptFromTraining.pdf)
24 25	 □ Trained (Date training completed) □ Not Trained
26	 BIDDER has completed "Contractor Certification – Wage Law Compliance" (DOT form 272-
27	009) and included with Bid \Box Yes \Box No
28 29 30 31 32 33	I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and the BIDDER is in compliance with the responsible bidder criteria requirement of RCW 39.04.350(1).
34	Printed Name of BIDDER:
35	Title Date Place
36	

1	RESPONSIBLE SUBCONTRACTOR DETERMINATION FORM
2	(This form to be submitted by the Apparent Low Bidder by 12:00 P.M. (noon) of the second
3	business day following the bid submittal deadline for all named subcontractors included in
4	proposal. Otherwise, submit with "Request to Sub-Let".)
5	
6	Name of PROJECT:
/	Name of PRIME CONTRACTOR:
8	Name of SUBCONTRACTOR:
9	
10	Address of SUBCONTRACTOR:
11	City:State:State:
12	Phone number of SUBCONTRACTOR:
13	Email address of SUBCONTRACTOR:
14	The following items are to determine Responsible Subcontractor status [RCW 39.06.020)]:
15	Contractor's Washington State License No.: Exp. Date:
16	Unified Business Identification (UBI) No:
17	Dept. of Labor & Industries Account Number:
18	Employment Security Dept. Account No.:
19	Dept. of Revenue Excise Tax Registration Number:
20	• SUBCONTRACTOR on L&I Infraction List?
21	lni.wa.gov/tradeslicensing/PrevWage/AwardingAgencies/violations/default.asp
22	SUBCONTRACTOR on L&I "Contractor's Not Allowed to Bid" List? Yes No
23	lni.wa.gov/tradeslicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp
24	• SUBCONTRACTOR has completed required public works and prevailing wage training:
25	○ □ Exempt (Listed on L & I Public Works Training Exemption List
26	lni.wa.gov/TradesLicensing/PrevWage/files/ExemptFromTraining.pdf)
27	○ □ Trained (Date training completed)
28	$\circ \Box$ Not Trained
29	• SUBCONTRACTOR has completed "Contractor Certification – Wage Law Compliance"
30	(DOT form 272-009) and included with this form: \Box Yes \Box No
31	• Has Electrical Contractor's License, if required by RCW 19.28 \Box Yes \Box No \Box Not Req'd
32	• Has Elevator Contractor's License, if required by RCW 70.87 \Box Yes \Box No \Box Not Req'd
33	
34	I certify (or declare) under penalty of perjury under the laws of the State of Washington that the
35	foregoing is true and correct, and the named SUBCONTRACTOR is in compliance with the
36	responsible SUBCONTRACTOR criteria requirement of RCW 39.06.020.
37	Signature of SUBCONTRACTOR:
38	Printed Name of SUBCONTRACTOR:
39	Title Date Place
40	



Contractor Certification Wage Law Compliance - Responsibility Criteria Washington State Public Works Contracts

FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has <u>NOT</u> been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the Call for Bids.

r:	
Signature of authorized person	Print Name of person making certifications for firm
tle:	Place:
Title of person signing certificate	Print city and state where signed

Form 272-009 08/2017

1 2 3	(This form to b business day fol Section 2.22.B.	e submitted by lowing the bid Supplemental	y the apparent low B submittal deadline in Criteria 1.)	idder by 12:00 P.M n compliance with Ir	. (noon) of the sec astructions to Bide	cond ders,
4	,		,			
5	DELINQUENT	STATE TAX	ES			
6						
7	Criterion:					
8	The Bidder shall not owe delinquent taxes to Washington State Department of Revenue without a					
9	payment plan ap	proved by the I	Department of Revenu	le.		
10 11	Documentation					
11 12	Does the Bidder	owe delinquen	t taxes to Washington	State Department of	Rovenue?	
13	Does the Didder	owe delinquent	i lares lo washington	Sidie Department of	Revenue:	
14	\Box Yes	\square No				
15						
16	If answered in t	he affirmative,	is there a written pay	yment plan approved	by the Departme	nt of
17	Revenue in place	e?				
18 10						
20						
21	If answered in th	e affirmative, <u>s</u>	submit a copy of the D	OR approved written	payment plan with	n this
22	<u>form</u> .	· -				
23						
24	Name of BIDDE	ER:				
25	Address of BIDI	DER:				
26	City			State	Zip	
27	Contractor's Lic	ense No.				
28	Signature of BII	DDER				
29	Title		Date			
30						

1	(This form to be submitted by the apparent low Bidder by 12:00 P.M. (noon) of the second
2	business day following the bid submittal deadline in compliance with Instructions to Bidders,
3	Section 2.22.B, Supplemental Criteria 5.)
4	
5	PUBLIC BIDDING CRIMES
6 7	Cuitarian
8	The Bidder and any person with an ownership interest in the Bidder shall not have been convicted
9	of a crime involving bidding on a public works contract within five years from the bid submittal
10	deadline.
11	
12	Documentation:
13	Has the Bidder or anyone with an ownership interest in the Bidder been convicted of a crime
14 15	involving blading on a public works contract within five years from the bla submittal dedaline?
16	\Box Yes \Box No
17	
18	
19	Name of BIDDER or person/entity with an ownership interest in the BIDDER:
20	
21	Address of BIDDER:
22	City State Zip
23	Contractor's License No.
24	Signature of BIDDER
25	Title Date
26	

1	(This form to be submitted by the apparent low Bidder by 12:00 P.M. (noon) of the second			
2	business day following the bid submittal deadline in compliance with Instructions to Bidders,			
3	Section 2.22.B, Supplemental Criteria 6.)			
4				
5	TERMINATION FOR CAUSE / TERMINATION FOR DEFAULT			
6				
7	<u>Criterion</u> :			
8	The Bidder shall not have had any public works contract terminated for cause or terminated for			
9 10	default by a government agency during the five-year period immediately preceding the bid			
10 11	Submittal deadline for this project, unless there are extendating circumstances acceptable to the			
11	Contracting Agency.			
12	Documentation [.]			
14	Has the Bidder had any public works contract terminated for cause or terminated for default by a			
15	government agency during the five-year period immediately preceding the bid submittal deadline			
16	for this project, unless there are extenuating circumstances acceptable to the Contracting Agency?			
17				
18	\Box Yes \Box No			
19 20	If answered in the affirmative submit a statement with this form detailing the circumstances			
20	If answered in the arminative, <u>submit a statement with this form detaining the chedinstances</u> .			
22				
23	Name of BIDDER:			
24	Address of BIDDER:			
25	City State Zip			
26	Contractor's License No.			
27	Signature of BIDDER			
28	Title Date			
29				

1	(This form to be submitted by the apparent low Bidder by 12:00 P.M. (noon) of the second business day following the bid submitted deadline in compliance with Instructions to Bidders
$\frac{2}{3}$	Section 2.22.B, Supplemental Criteria 7.)
4	
5	LAWSUITS
6	
7	<u>Criterion</u> :
8	The Bidder shall not have lawsuits with judgements entered against the bidder in the five years
9	prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts,
10	unless there are extenuating circumstances, and such circumstances are deemed acceptable to the
11 12	Contracting Agency.
12	Documentation
14	Has the Bidder had lawsuits with judgements entered against the bidder in the five years prior to
15	the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts?
16	1 33 6 3
17	\Box Yes \Box No
18	
19	If answered in the affirmative, submit a list with this form of all lawsuits with judgements entered
20	explanation of the circumstances surrounding each such lawsuit
22	explanation of the encumstances surrounding each such lawsuit.
23	
24	
25	Name of BIDDER:
26	Address of BIDDER:
27	City State Zip
28	Contractor's License No.
29	Signature of BIDDER
30	Title Date

1	SECTION 5
2	CONTRACT
3	
4	INFORMATION ONLY
5	The following form must be executed and submitted by the successful Bidder
6	within ten (10) days following notice of award.

Page 5-1

36 The Contractor shall commence the Work within ten (10) working days after the execution 37 of this Contract and the issuance by the City of a Notice to Proceed. The Work shall be 38 Physically Completed in 90 working days ("Contract Time"). If the Work is not Physically 39 Completed within the Contract Time, the Contractor agrees to pay the City as liquidated

Works;" "Secretary" means "Director of Public Works."

35 5.03 **DURATION:**

5.02 SCOPE OF WORK: 25 The Contractor shall do all Work, obtain all permits and furnish all labor, materials, tools, 26 equipment, transportation, supplies and incidentals required for constructing and 27 completing the Project, in accordance with this Contract, the Project Manual and the 28 Standard Specifications for Road, Bridge and Municipal Construction (English version), 29 2020 edition, as issued by the Washington State Department of Transportation, the terms 30 and conditions of which are incorporated herein by this reference (collectively, the 31 "Standard Specifications"); provided that, as used in the Standard Specifications, "State"

means City of Lynnwood;" "Department of Transportation" means Department of Public

18 materials and to do and cause to be done the work provided for in this Contract and to 19 complete and finish the same according to the Project Manual (including, without 20 limitation, the Contract Plans and Specifications) and the terms and conditions contained 21 herein. The City agrees to pay the Contractor the sum of \$ «Contract_amount» which 22 includes any applicable sales or use tax, according to the payment schedule attached hereto. 23 24

15 16 **COMPENSATION:** 5.01 17 The City promises and agrees to employ, and does employ, the Contractor to provide the

13 The parties, in consideration of the terms and conditions contained herein, do hereby covenant and 14 agree as follows:

Agreement

- Project Manual.
- THIS AGREEMENT ("Contract") is entered into this «Contr_Date_Day» day of «Contract Date Month», «Contract Date Yr» by and between the City of Lynnwood (the "City"), and «Contractor» (the "Contractor"). 5
- 3 4
- 2 CONTRACT

Recitals

CITY OF LYNNWOOD

6

7 This Contract is for construction of the 2020 Pavement Preservation Project (the "Project"), as

described in more detail in the Invitation for Bids dated «Date_Of_Proj_Manual» and the related 8

9 Project Manual, the terms and conditions of which are incorporated herein by this reference (the

- "Project Manual"). Capitalized terms not defined herein shall have the meanings set forth in the

- 10
- 11
- 12

32

33 34

1

February 11, 2020

damages the sum as calculated in accordance with Section 1-08.9 of the Standard Specifications for each day the Project remains uncompleted after the expiration of the Contract Time. Such liquidated damages are appropriate and are agreed upon by the parties because of the impracticability and difficulty of ascertaining the actual damages the City would sustain in the event of noncompletion within the Contract Time.

7 5.04 BONDS:

1

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3

4

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10

11

12

13 14

15

The Contractor agrees to obtain Payment and Performance Bonds in accordance with, and using the forms provided in, the Project Manual; provided, that on contracts of twenty-five thousand dollars or less, at the option of the Contractor, the City may, in lieu of such Bonds, retain fifty (50) percent of the Contract Sum for a period of thirty (30) days after date of final acceptance of the Project by the City, or until receipt by the City of all necessary releases from the Washington State Department of Revenue and Department of Labor and Industries, and settlement of any liens filed against the Project, whichever is later.

16 5.05 INSURANCE:

17 The parties agree that no liability shall be attached to the City by reason of entering into 18 this Contract, except as expressly provided herein. The Contractor specifically agrees to maintain insurance coverages in accordance with the applicable provisions of the Project 19 20 Manual and Section 1-07.18 of the Standard Specifications. The Contractor agrees that all 21 insurance policies shall include the City, and others if required by the Contract Documents, as Additional Named Insureds. All insurance policies shall be endorsed to provide that 22 23 such policies shall be primary to any insurance carried by the City and that no policy shall 24 be canceled, materially changed or reduced in coverage until after thirty (30) days prior 25 written notice has been delivered to the City.

26 27

38

5.06 LABOR AND WAGES:

28 Prevailing wages shall be paid. Contractor specifically agrees and shall have sole 29 responsibility to comply with the applicable provisions of the Project Manual and Section 1-07.9 of the Standard Specifications, and to file all required forms, certificates, 30 31 and affidavits necessary to comply with Federal and State laws before final payment shall 32 be made by the City. Prior to commencement of the Work, the latest prevailing wage rate 33 information shall be obtained from the State of Washington, Department of Labor and 34 Industries, Industrial Relations Division, General Administration Building, Olympia, WA 35 98501, Attn: Industrial Statistician, and shall be incorporated in and become a part of this 36 Contract. Contractor shall bear any and all risk related to the classification and payment 37 of applicable prevailing wage.

39 5.07 RECOVERY FOR DISRUPTION OR DELAY:

In the event the Contractor (including any subcontractors or suppliers of any tier) is held
to be entitled to damages from the City for disruption or delay, it is agreed that the total
damages to the Contractor (including damages to any subcontractor or supplier of any tier)
shall be limited to the lesser of (i) the actual time and materials costs associated with the

impact of such disruption or delay, along with a markup of ten percent (10%) on the 2 Contractor's own work and a markup of eight percent (8 %) on that of its subcontractors 3 and suppliers, or (ii) the daily liquidated damages rate specified in Paragraph 5.03 above. In no event shall the Contractor be entitled to recover costs incurred, nor shall any damages will be allowed for, any time prior to ten (10) calendar days before receipt of a timely 6 written notice of a Claim for disruption or delay.

8 5.08 EXECUTION, CORRELATION AND INTENT:

9 By execution of this Contract, the Contractor represents and warrants that the Contractor: (i) has carefully examined the Contract Documents and the Project site; (ii) has become 10 familiar with the local conditions under which the Work is to be performed and correlated 11 personal observations with requirements of the Contract Documents; (iii) is satisfied as to 12 13 (a) the nature, location, character, quality and quantity of the Work, (b) the labor, materials, 14 tools, equipment, transportation, supplies and incidentals to be furnished in the 15 performance of the Work, (c) the surface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty 16 thereof, and (d) all other requirements of the Contract Documents; and (iv) agrees that the 17 Contract Time is adequate for the performance of the Work and the Contract Sum is 18 reasonable compensation for all the Work. The failure of the Contractor to adequately 19 20 investigate any such condition or matter shall not in any way relieve the Contractor from 21 the Contractor's obligation to perform the Work in accordance with the Contract Documents within the Contract Time for the Contract Sum. 22

23 IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed 24 in triplicate as of the day and year first above written.

CITY OF LYNNWOOD:

CONTRACTOR:

By

1

4

5

7

Nicola Smith, Mayor

By

Its

(An Authorized Representative)

(Name of Contractor)

1	SECTION 6
2	PERFORMANCE AND INDEMNITY BOND
3	LABOR AND MATERIALS BOND
4	INSURANCE CERTIFICATE
5 6	CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE
7	
8	INFORMATION ONLY
9	The following form must be executed and submitted by the successful Bidder within top (10) down following notion of award
10	within ten (10) days following notice of award.

- 1 [NOTE: Name of Contractor must be identical to the Bidder]
- 2 [NOTE: Date of Bond must not be prior to date of Contract]
 - **<u>CITY OF LYNNWOOD</u>**

3

PERFORMANCE BOND

5 We, (**CONTRACTOR**), as the Contractor, and (**SURETY**), as the Surety, jointly and severally, 6 bind ourselves, our heirs, executors, administrators, successors and assigns, as set forth herein, to 7 the City of Lynnwood, Washington (the "City") for the performance of the following described 8 Contract, or for the payment of the sum of (**AMOUNT**) Dollars \$ (**AMOUNT**), in lawful money 9 of the United States. The City has awarded the Contractor a contract for the construction 10 ("Contract") of 2020 Pavement Preservation Project.

The condition of this Bond is such that if the Contractor shall in all things abide by and well and truly keep and perform the covenants, and agreements in said Contract, at the time and in the manner therein specified, and shall indemnify and save harmless the City, as specified in the Contract, this Bond shall became null and void; otherwise, it shall be and remain in full force and effect.

16 The Surety agrees that no change, extension of time, alteration, or addition to the terms of the 17 Contract, or the Work to be performed thereunder, shall in any way affect its obligation on this 18 bond, and the Surety does hereby waive notice thereof.

- Whenever the Contractor shall be, and is declared by the City to be, in default under the Contract,the Surety shall promptly remedy the default, or shall promptly:
- 21 1. Complete the Contract in accordance with its terms and conditions, or
- 22 2. Obtain a bid or bids for completing the Contract, from qualified contractors acceptable to 23 the City, in accordance with the terms and conditions of the Contract, and upon 24 determination by Surety of the lowest responsible bidder, or, if the City elects, upon 25 determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available as Work progresses 26 27 (even though there should be a default or a succession of defaults under the contract or 28 contracts of completion arranged under this paragraph) sufficient funds to pay the cost of 29 completion of the Project, including such costs and damages for which the Surety may be 30 liable hereunder, less the balance of the Contract Sum, but not exceeding the amount set 31 forth in the first paragraph hereof. The term "balance of the Contract Sum," as used in this 32 paragraph shall mean the total amount payable by City to Contractor under the Contract 33 and any amendments thereto less the amount properly paid by City to Contractor.
- This performance bond shall remain in full force and effect until completion of the Project and acceptance by the City, for a minimum of two (2) years after acceptance.
- Any suit under this bond must be instituted before the expiration of two (2) years from the date on which that payment under the Contract falls due.

- 1 No right of action shall accrue on this bond to or for the use of any person or corporation other
- 2 than the City named herein or the heirs, executors, administrators or successors of the City.

In the event that the City is obliged to employ legal counsel to enforce its rights under this bond through negotiations or suit, the City shall be entitled to recover all attorney's fees and costs,

5 including expert costs, reasonably incurred.

6 Signed and sealed this <u>day of</u>, 20.

 (Witness)
 (Principal)

 (Witness)
 (Surety)

(Title)
- 1 [NOTE: Name of Contractor must be identical to the Bidder]
- 2 [NOTE: Date of Bond must not be prior to date of Contract]

3

PAYMENT BOND

4 We, (**CONTRACTOR**), as the Contractor, and (**SURETY**), as the Surety, jointly and severally,

5 bind ourselves, our heirs, executors, administrators, successors, and assigns, as set forth herein, to

6 the City of Lynnwood (the "City") for payment of the sum of (AMOUNT) dollars (\$(AMOUNT))

- 7 in lawful money of the United States. The City has awarded the Contractor a contract ("Contract")
- 8 for the construction of 2020 Pavement Preservation Project (the "Project").

9 The condition of this Bond is such that if Contractor shall promptly make payment to all Claimants 10 (as hereafter defined) for all labor, professional services, materials or equipment used or 11 reasonably required for use in the performance of the Contract, then this Bond shall be void; 12 otherwise it shall remain in full force and effect.

- A Claimant is defined as one having a contract with the Contractor or a subcontractor for labor, professional services, materials, or equipment, used or reasonably required or used in the construction of the Project and the performance of the Contract (which shall be construed to include that part of all electricity, water, gas, oil, gasoline, telephone or other utility service or rental of equipment directly applicable to the Contract).
- 2. The Contractor and Surety hereby jointly and severally agree with the City that every
 Claimant, who has not been paid in full before the expiration of a period of sixty (60) days
 after the date on which the last of such Claimant's labor, professional services, materials
 or equipment were furnished by such Claimant in connection with the Project, may sue on
 this Bond for the use of such Claimant, prosecute the suit to final judgment for such sum
 or sums as may be justly due such Claimant, and have execution thereon. The City shall
 not be liable for the payment of any costs or expenses of any such suit.
- 3. No suit or action shall be commenced hereunder by any Claimant unless such Claimant
 shall have given such notice and taken such other actions as may be required by State law.
- 4. The amount of this Bond shall be reduced by and to the extent of any payment or payments
 made in good faith hereunder inclusive of the payment by Surety of mechanics' liens which
 may be filed of record against the Project, whether or not claim for the amount of such lien
 be presented under and against this Bond.

L	Signed and sealed this day of	, 20
-	(Witness)	(Principal)
	-	(Title)
-	(Witness)	(Surety)
	-	(Title)

1 ATTENTION CONTRACTORS AND INSURANCE AGENTS

2

3 TIME IS OF THE ESSENCE

4	CERTIFICATES OF INSURANCE MUST BE COMPLETED AS INDICATED ON THE ATTACHED SAMPLE.
5	INCOMPLETE OR ALTERED CERTIFICATES WILL BE RETURNED TO THE INSURANCE AGENT FOR
6	COMPLIANCE.
/	IF THE CITY DOES NOT RECEIVE A PROPERLY COMPLETED AND <u>SIGNED CERTIFICATE OF</u>
ð	INSURANCE AND CG 2010 07 04 AND CG 2037 07 04 ADDITIONAL INSURED ENDORSEMENTS THE
9	FOLLOWING NON-EXHAUSTIVE LIST OF CONSEQUENCES MAY RESULT:
10	THE CITY CANNOT SIGN THE CONSTRUCTION CONTRACT
11	WORK CANNOT BEGIN
12	BREACH OF CONTRACT
13	UNINSURED EXPOSURE TO CONTRACTOR
14	 INSURANCE AGENT WILL HAVE TO DO IT OVER
15	
-	
16	
17	INSTRUCTIONS
18	1. Fax the attached sample certificate of insurance and requirements along with the insurance
19	instructions, from the construction bid specifications, to your insurance agent for
20	completion.
21	2. Have your agent return the completed and signed certificate and additional insured
22	endorsement CG 2010 AND CG 2037 directly back to you so that you can return with your
23	signed contracts and mail directly to:
24	City of Lynnwood
25	Public Works Department
26	Attention: Construction Manager

- PO Box 5008
- Lynnwood WA 98046-5008

ACORD [®] CER [®]	ΓIF	IC	ATE OF LIA	BIL	ITY IN	SURA	NCE	DATE	(MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	is an , certa seme	ADD ain po nt(s).	ITIONAL INSURED, the olicies may require an e	policy ndorse	(ies) must be ment. A stat	e endorsed. tement on thi	If SUBROGATION IS s certificate does not	VAIVED confer r	, subject to ights to the
PRODUCER					ст				
				PHONE	o Ext):		FAX (A/C. No)·	
				E-MAIL	SS:				
					INS	URER(S) AFFOR	DING COVERAGE		NAIC #
				INSURE	RA:				
INSURED				INSURE	ER B :				
				INSURE	RC:				
				INSURE	RD:				
				INSURE	ER E :				
				INSURE	ERF:				
COVERAGES CER	RTIFIC	ATE	NUMBER:			j	REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	OF II EQUIR PERT/ POLIC	NSUR EMEN AIN, 1 CIES.1	ANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	VE BEE OF AN ED BY BEEN	IN ISSUED TO Y CONTRACT THE POLICIE REDUCED BY	OR OTHER E OR OTHER E S DESCRIBEE PAID CLAIMS.	D NAMED ABOVE FOR DOCUMENT WITH RESP HEREIN IS SUBJECT	THE POL ECT TO TO ALL	ICY PERIOD WHICH THIS THE TERMS,
INSR TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP	LIM	ITS	
GENERAL LIABILITY	INGIN				(111110011111)	(IIIIII)	EACH OCCURRENCE	\$	
COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Fa occurrence)	\$	
CLAIMS-MADE OCCUR							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGO	s .	
POLICY PRO-								\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$	
ANY AUTO							BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED							BODILY INJURY (Per acciden	t) \$	
HIPED AUTOS NON-OWNED							PROPERTY DAMAGE	\$	
						-		\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION S	1							\$	
WORKERS COMPENSATION							WC STATU-	1-	
AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYE	E \$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
		ttach	CORD 101 Additional Remarks	Schodul	if more creat in	required)			
				1949426	19 - 30 - 20 March 19 - 19				
CERTIFICATE HOLDER				CAN	CELLATION				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							LED BEFORE LIVERED IN		
	AUTHORIZED REPRESENTATIVE								
		© 19	88-2010 ACC	ORD CORPORATION.	All rig	nts reserved.			

2020 Pavement Preservation Project

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February 11, 2020

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
	/ /
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not she	own above, will be shown in the Declarations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property dam-age" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

T C B R	HIS ERT ELC EPF	CERTIFICAT TFICATE DO W. THIS C RESENTATIVE	E IS ISSUED A ES NOT AFFIF ERTIFICATE O E OR PRODUCI	AS A MATTER OF INFORMATION O RMATIVELY OR NEGATIVELY AME F INSURANCE DOES NOT CONST ER, AND THE CERTIFICATE HOLDER	NLY AND CONFE ND, EXTEND OR ITUTE A CONTRA R.	RS NO RIGHTS I ALTER THE CO ACT BETWEEN T	UPON THE CERTIFICA VERAGE AFFORDED E HE ISSUING INSURER	TE HOLDER. THIS BY THE POLICIES (S), AUTHORIZEI
	f thi	is certificate i	is being prepar	ed for a party who has an insurable	interest in the pro	perty, do not use	this form. Use ACORD	27 or ACORD 28.
PRO	DUCE	R			CONTACT			
10000					PHONE		FAX	
					(A/C, No, Ext):		(A/C, No):	
					ADDRESS:			
					PRODUCER			
					CUSTOMER ID:			
						INSURER(S) AFFOR	IDING COVERAGE	NAIC#
INSU	RED				INSURER A :			
					NEUDED D.			
					INSUKER B :			
					INSURER C :			
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					INSURER E :			
					INSURER F :			2.5
co	VER	RAGES		CERTIFICATE NUMBER:			REVISION NUMBER:	0
TINCE	HIS I IDIC. ERT KCLI	S TO CERTIF ¹ ATED. NOTW IFICATE MAY JSIONS AND C	Y THAT THE PO ITHSTANDING A BE ISSUED OR CONDITIONS OF 1	LICIES OF INSURANCE LISTED BELOW NY REQUIREMENT, TERM OR CONDIT MAY PERTAIN, THE INSURANCE AFF SUCH POLICIES, LIMITS SHOWN MAY H	HAVE BEEN ISSUE ION OF ANY CONT ORDED BY THE PC AVE BEEN REDUCE	ED TO THE INSURE RACT OR OTHER I LICIES DESCRIBEI D BY PAID CLAIMS	ED NAMED ABOVE FOR T DOCUMENT WITH RESPE HEREIN IS SUBJECT T	HE POLICY PERIO CT TO WHICH THI O ALL THE TERMS
INSR		TYPE OF IN	ISURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	COVERED PROPERTY	LIMITS
LIR			1			DATE (MM/DD/YYYY)		Constant States
		PROPERTY					BUILDING	\$
	CA	JSES OF LOSS	DEDUCTIBLES				PERSONAL PROPERTY	8
		BARIC	BUILDING	-				1
		BASIC						\$
		BROAD	CONTENTS	-			EXTRAEXPENSE	\$
		SPECIAL					BENTAL VALUE	r
				-				•
		EARTHQUAKE					BLANKET BUILDING	\$
		WIND					BLANKET PERS PROP	\$
	-	FLOOD		-				Č.
		FLOOD		-				\$
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			-					4
			5	TYPE OF POLICY				\$
	CA	USES OF LOSS						\$
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	-						<u> </u>	•
	_	2						\$
		CRIME						\$
	TYC							e.
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		BOILER & MACI	HINE RY /					\$
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CE	RTIF	Conditions / ot FICATE HOL	HER COVERAGES	(Attach ACORD 101, Additional Remarks Schedu	le, if more space is requi	red) TION		
					SHOULD AN THE EXPIR ACCORDAN	Y OF THE ABOVE D ATION DATE THE CE WITH THE POLIC PRESENTATIVE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.	ANCELLED BEFORI BE DELIVERED II
						- 4005 0000 BO		

ACORD 24 (2009/09)

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1 2	CONT	`RACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE	
3 4 5 6 7	1.□	I hereby elect to have the retained percentage of this contract held in a fund Contracting Agency until released in accordance with RCW 60.28 following acceptance of the Work.	by the g final
8 9		Date Signed	
10 11 12 13	2.□	I hereby elect to have the retained percentage placed in an interest-bearing account by the Contracting Agency with an approved financial institution unreleased in accordance with RCW 60.28 following final acceptance of the V	ntil Vork.
14 15 16		I hereby designate as the repository for the said	funds.
17 18 19		Date Signed	
20 21 22 23	3.□	I hereby elect to have the retained percentage placed in escrow by the Contr Agency with a bank or trust company until released in accordance with RCV 60.28 following final acceptance of the Work. The Contracting Agency will provide an escrow form for this purpose.	racting W l
24 25 26 27		I hereby designate as the repository for the escre said funds.	ow of
28 29 30 31 32 33		I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and invest as authorized by statute, and I agree to assume all risks in connection with the investment of retained percentages. The Contracting Agency shall not be list any way for any costs or fees in connection therewith. This agreement is su to all applicable provisions of RCW Chapter 60.28.	; ing it he able in bject
34 35 36 37		Date Signed	
38 39 40 41 42 43	4.□	I hereby elect to provide a bond for contract retainage using a form acceptate the Contracting Agency from a surety licensed to conduct business in the state Washington and acceptable to the Contracting Agency. Such bond shall remain force until released in accordance with RCW 60.28 following final accept of the Work.	ble to ate of nain tance
44 45	Date _	Signed	

1	SECTION 7
2	PREVAILING WAGE RATES

1	The State of Washington prevailing wage rates applicable for this public works project, which is
2	located in Snohomish County, may be found at the following website address of the Department
3	of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx
4	
5	Based on the bid submittal deadline for this project, the applicable effective date for prevailing
6	wages for this project is February 26, 2020. A copy of the applicable prevailing wage rates is
7	also available for viewing at the office of the Contracting Agency located at $19100 M^{\text{th}}$ Avenue
/ 0	W Lymmus of WA. Upon request the Contracting Agency, located at 19100 44 Avenue
0	w, Lynnwood, wA. Upon request, the Contracting Agency will mail a hard copy of the
9	applicable prevailing wages for this project.
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	City of Lynnwood February 11, 2020

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.

<u>County</u>	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Snohomish	Asbestos Abatement Workers	Journey Level	\$50.86	<u>5D</u>	<u>1H</u>		<u>View</u>
Snohomish	<u>Boilermakers</u>	Journey Level	\$69.04	<u>5N</u>	<u>1C</u>		<u>View</u>
Snohomish	Brick Mason	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>		<u>View</u>
Snohomish	Brick Mason	Pointer-Caulker-Cleaner	\$58.82	<u>5A</u>	<u>1M</u>		<u>View</u>
Snohomish	Building Service Employees	Janitor	\$13.50		1		<u>View</u>
Snohomish	Building Service Employees	Shampooer	\$13.50		1		<u>View</u>
Snohomish	Building Service Employees	Waxer	\$13.50		<u>1</u>		<u>View</u>
Snohomish	Building Service Employees	Window Cleaner	\$13.50		1		<u>View</u>
Snohomish	<u>Cabinet Makers (In Shop)</u>	Journey Level	\$22.82	<u>5C</u>	<u>2M</u>		<u>View</u>
Snohomish	<u>Carpenters</u>	Acoustical Worker	\$62.44	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Carpenters</u>	Carpenter	\$62.44	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Carpenters</u>	Carpenters on Stationary Tools	\$62.57	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Carpenters</u>	Creosoted Material	\$62.54	<u>7A</u>	<u>4C</u>		View
Snohomish	<u>Carpenters</u>	Floor Finisher	\$62.44	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Carpenters</u>	Floor Layer	\$62.44	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Carpenters</u>	Scaffold Erector	\$62.44	<u>7A</u>	<u>4C</u>		View
Snohomish	Cement Masons	Application of all Composition Mastic	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Application of all Epoxy Material	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Application of all Plastic Material	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Application of Sealing Compound	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Application of Underlayment	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Building General	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Composition or Kalman Floors	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Concrete Paving	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	<u>Cement Masons</u>	Curb & Gutter Machine	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Curb & Gutter, Sidewalks	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Curing Concrete	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Finish Colored Concrete	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Floor Grinding	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Floor Grinding/Polisher	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Green Concrete Saw, self-powered	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Grouting of all Plates	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Grouting of all Tilt-up Panels	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Gunite Nozzleman	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Hand Powered Grinder	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Journey Level	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Patching Concrete	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Pneumatic Power Tools	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Power Chipping & Brushing	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Sand Blasting Architectural Finish	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Screed & Rodding Machine	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Spackling or Skim Coat Concrete	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>

Snohomish	Cement Masons	Troweling Machine Operator	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	Cement Masons	Troweling Machine Operator on Colored Slabs	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Snohomish	<u>Cement Masons</u>	Tunnel Workers	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$116.20	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	Divers & Tenders	Dive Supervisor/Master	\$79.23	<u>7A</u>	<u>4C</u>		View
Snohomish	Divers & Tenders	Diver	\$116.20	<u>7A</u>	<u>4C</u>	<u>8V</u>	View
Snohomish	Divers & Tenders	Diver On Standby	\$74.23	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	Divers & Tenders	Diver Tender	\$67.31	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	Divers & Tenders	Manifold Operator	\$67.31	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	Divers & Tenders	Manifold Operator Mixed Gas	\$72.31	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$67.31	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	Divers & Tenders	Remote Operated Vehicle Tender	\$62.69	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	Dredge Workers	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>		<u>View</u>
Snohomish	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>		View
Snohomish	Dredge Workers	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>		View
Snohomish	Dredge Workers	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>		View
Snohomish	Dredge Workers	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>		<u>View</u>
Snohomish	Dredge Workers	Mates	\$56.44	<u>5D</u>	<u>3F</u>		View
Snohomish	Dredge Workers	Oiler	\$56.00	<u>5D</u>	<u>3F</u>		View
Snohomish	Drywall Applicator	Journey Level	\$62.44	<u>5D</u>	<u>1H</u>		View
Snohomish	Drywall Tapers	Journey Level	\$62.94	<u>5P</u>	<u>1E</u>		View
Snohomish	Electrical Fixture Maintenance Workers	Journey Level	\$13.76		<u>1</u>		View
Snohomish	<u>Electricians - Inside</u>	Cable Splicer	\$75.42	<u>7H</u>	<u>1E</u>		View
Snohomish	<u>Electricians - Inside</u>	Construction Stock Person	\$36.47	<u>7H</u>	<u>1D</u>		View
Snohomish	<u>Electricians - Inside</u>	Journey Level	\$70.63	<u>7H</u>	<u>1E</u>		View
Snohomish	Electricians - Motor Shop	Craftsman	\$15.37		1		View
Snohomish	Electricians - Motor Shop	Journey Level	\$14.69		1		View
Snohomish	Electricians - Powerline Construction	Cable Splicer	\$79.60	<u>5A</u>	<u>4D</u>		View
Snohomish	Electricians - Powerline Construction	Certified Line Welder	\$72.98	<u>5A</u>	<u>4D</u>		View
Snohomish	Electricians - Powerline Construction	Groundperson	\$47.94	<u>5A</u>	<u>4D</u>		View
Snohomish	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$72.98	<u>5A</u>	<u>4D</u>		View
Snohomish	Electricians - Powerline Construction	Journey Level Lineperson	\$72.98	<u>5A</u>	<u>4D</u>		View
Snohomish	Electricians - Powerline Construction	Line Equipment Operator	\$62.06	<u>5A</u>	<u>4D</u>		View
Snohomish	Electricians - Powerline Construction	Meter Installer	\$47.94	<u>5A</u>	<u>4D</u>	<u>8W</u>	View
Snohomish	Electricians - Powerline Construction	Pole Sprayer	\$72.98	<u>5A</u>	<u>4D</u>		<u>View</u>
Snohomish	Electricians - Powerline Construction	Powderperson	\$54.55	<u>5A</u>	<u>4D</u>		View
Snohomish	Electronic Technicians	Electronic Technicians Journey Level	\$45.23	<u>5B</u>	<u>1B</u>		View
Snohomish	Elevator Constructors	Mechanic	\$94.22	<u>7D</u>	<u>4A</u>		View
Snohomish	Elevator Constructors	Mechanic In Charge	\$101.73	<u>7D</u>	<u>4A</u>		View
Snohomish	Fabricated Precast Concrete Products	Journey Level	\$13.50		<u>1</u>		<u>View</u>
Snohomish	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>		<u>View</u>
Snohomish	Fence Erectors	Fence Erector	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Fence Erectors	Fence Laborer	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	<u>Flaggers</u>	Journey Level	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	<u>Glaziers</u>	Journey Level	\$66.51	<u>7L</u>	<u>1Y</u>		<u>View</u>
Snohomish	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$76.61	<u>5J</u>	<u>4H</u>		<u>View</u>
Snohomish	Heating Equipment Mechanics	Journey Level	\$85.88	<u>7F</u>	<u>1E</u>		<u>View</u>
Snohomish	Hod Carriers & Mason Tenders	Journey Level	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Industrial Power Vacuum Cleaner	Journey Level	\$13.50		<u>1</u>		<u>View</u>
Snohomish	Inland Boatmen	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>		<u>View</u>
Snohomish	Inland Boatmen	Cook	\$56.48	<u>5B</u>	<u>1K</u>		<u>View</u>
Snohomish	Inland Boatmen	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>		<u>View</u>
Snohomish	Inland Boatmen	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>		<u>View</u>
Snohomish	Inland Boatmen	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>		<u>View</u>
Snohomish	Inland Boatmen	Mate	\$57.31	<u>5B</u>	<u>1K</u>		<u>View</u>
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Snohomish	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$13.50		<u>1</u>		<u>View</u>
Snohomish	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$13.50		<u>1</u>		<u>View</u>
Snohomish	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$13.50		1		<u>View</u>
Snohomish	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$13.50		<u>1</u>		<u>View</u>
Snohomish	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$13.50		<u>1</u>		<u>View</u>
Snohomish	Insulation Applicators	Journey Level	\$62.44	<u>7A</u>	<u>4C</u>		View
Snohomish	Ironworkers	Journeyman	\$72.18	<u>7N</u>	<u>10</u>		<u>View</u>
Snohomish	Laborers	Air, Gas Or Electric Vibrating Screed	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Airtrac Drill Operator	\$52.44	7A	4V	<u>8Y</u>	View
Snohomish	Laborers	Ballast Regular Machine	\$50.86	7A	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Batch Weighman	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Brick Pavers	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Brush Cutter	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Brush Hog Feeder	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Burner	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Caisson Worker	\$52,44	74	4V	8Y	View
Snohomish	Laborers	Carpenter Tender	\$50.86	74	4V	8Y	View
Snohomish	Laborers	Cement Dumper-paving	\$51.80	74	<u>4V</u>	<u>8</u> Y	View
Snohomish	Laborers	Cement Finisher Tender	\$50.86	7A	<u>4</u> V	<u>87</u>	View
Snohomish		Change House Or Dry Shack	\$50.86	7	<u> </u>	<u>87</u>	View
Snohomish		Chipping Gup (30 Lbs And Over)	\$50.00	7	<u>4V</u>	<u>87</u>	View
Snohomish		Chipping Gun (Under 30 Lbs.)	\$50.86	74	<u>4v</u>	<u>87</u>	View
Snohomish	Laborers	Choker Setter	\$50.86	74	<u>4v</u>	<u>01</u> 8V	View
Snohomish	Laborers	Chuck Tondor	\$50.86	74	<u>4v</u> 4V	<u>01</u> 8V	View
Shohomish	Laborers	Clark Period	\$50.00	7A	<u>4v</u>	<u>01</u> 9V	View
Shohomish			\$51.60	<u>7A</u>	<u>4v</u>	<u>01</u> 0V	View
Shohomish	Laborers	Clean-up Laborer	\$50.80	<u>7A</u>	<u>4v</u>	<u>81</u>	<u>view</u>
Shohomish	Laborers	Concrete Dumper/Chute Operator	\$50.80	<u>7A</u>	<u>4v</u>	<u>81</u>	View
Shohomish	Laborers	Concrete Form Stripper	\$50.86	<u>7A</u>	<u>4v</u>	<u>81</u>	<u>view</u>
Snonomish	Laborers	Concrete Placement Crew	\$51.80	<u>7A</u>	<u>4v</u>	<u>81</u>	<u>view</u>
Snonomish	Laborers	Concrete Saw Operator/Core Driller	\$51.80	<u>7A</u>	<u>4v</u>	<u>81</u>	<u>view</u>
Snohomish	Laborers	Crusher Feeder	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers		\$50.86	<u>/A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	<u>Laborers</u>	Ditch Digger	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Diver	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Drill Operator (Hydraulic, Diamond)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Dry Stack Walls	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Dump Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	<u>Laborers</u>	Epoxy Technician	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Erosion Control Worker	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Faller & Bucker Chain Saw	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Fine Graders	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Firewatch	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Form Setter	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Gabian Basket Builders	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	General Laborer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Grade Checker & Transit Person	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Grinders	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Grout Machine Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Guardrail Erector	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Hazardous Waste Worker (Level A)	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Hazardous Waste Worker (Level B)	\$51.80	7A	4V	8Y	View

Snohomish	Laborers	Hazardous Waste Worker (Level C)	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	High Scaler	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Jackhammer	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Laserbeam Operator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Maintenance Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Manhole Builder-Mudman	\$51.80	7A	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Material Yard Person	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Motorman-Dinky Locomotive	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Nozzleman (Concrete Pump, Green	\$51.80	7A	4V	8Y	View
		Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster, Vacuum Blaster)		_	_		
Snohomish	Laborers	Pavement Breaker	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Pilot Car	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Pipe Layer Lead	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Pipe Layer/Tailor	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Pipe Pot Tender	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Pipe Reliner	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Pipe Wrapper	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Pot Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Powderman	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Powderman's Helper	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Power Jacks	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Railroad Spike Puller - Power	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Raker - Asphalt	\$52.44	7A	4V	8Y	View
Snohomish	Laborers	Re-timberman	\$52.44	7A	4V	8Y	View
Snohomish	Laborers	Remote Equipment Operator	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Rigger/Signal Person	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Rip Rap Person	\$50.86	74	4V	<u>8</u> Y	View
Snohomish	Laborers	Rivet Buster	\$51.80	74	4V	8Y	View
Snohomish	Laborers	Rodder	\$51.80	74	<u>4</u> V	<u>8</u> 8	View
Snohomish	Laborers	Scaffold Frector	\$50.86	7 <u>4</u>	<u>4V</u>	<u>8</u> Y	View
Snohomish	Laborers	Scale Person	\$50.86	74	<u>4V</u>	<u>87</u>	View
Snohomish	Laborers	Sloper (Over 20")	\$51.80	74	<u>4V</u>	<u>87</u>	View
Snohomish	Laborers	Sloper Spraver	\$50.86	74	<u>4V</u>	<u>8</u> 8	View
Snohomish	Laborers	Spreader (Concrete)	\$50.00	74		<u>87</u>	View
Snohomish		Stake Hopper	\$50.86	74	<u>4V</u>	<u>87</u>	View
Snohomish		Stark Piler	\$50.86	74	<u>4v</u>	<u>87</u>	View
Snohomish	Laborers	Suinging Stage / Postswain Chair	\$10.00	74	<u>4V</u>	<u>01</u> 0V	View
Shohomish	Laborers	Temper & Cimiler Fleetrie, Air & Cos	243.11	74	<u>4v</u>	<u>01</u> 9V	View
Shohomish	Laborers	Operated Tools	\$51.80	<u>7A</u>	<u>4v</u>	<u>81</u>	view
Snohomish	<u>Laborers</u>	Tamper (Multiple & Self-propelled)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	<u>Laborers</u>	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Toolroom Person (at Jobsite)	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Topper	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Track Laborer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Track Liner (Power)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Traffic Control Laborer	\$46.10	<u>7A</u>	<u>4V</u>	<u>9C</u>	<u>View</u>
Snohomish	Laborers	Traffic Control Supervisor	\$46.10	<u>7A</u>	<u>4V</u>	<u>9C</u>	<u>View</u>
Snohomish	Laborers	Truck Spotter	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Tugger Operator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 0-30	\$120.61	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
		psi					
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$125.64	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
Snohomish	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$129.32	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
Snohomish	<u>Laborers</u>	Tunnel Work-Compressed Air Worker	\$135.02	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>

1		54.01-60.00 psi					
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$137.14	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$142.24	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$144.14	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$146.14	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$148.14	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
Snohomish	Laborers	Tunnel Work-Guage and Lock Tender	\$52.54	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Tunnel Work-Miner	\$52.54	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Vibrator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Vinyl Seamer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Watchman	\$39.18	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Welder	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Well Point Laborer	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers	Window Washer/Cleaner	\$39.18	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers - Underground Sewer & Water	General Laborer & Topman	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Laborers - Underground Sewer & Water	Pipe Layer	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$39.18	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Snohomish	Landscape Construction	Landscape Operator	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Landscape Maintenance	Groundskeeper	\$14.13		<u>1</u>		<u>View</u>
Snohomish	Lathers	Journey Level	\$62.44	<u>5D</u>	<u>1H</u>		<u>View</u>
Snohomish	Marble Setters	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>		<u>View</u>
Snohomish	Metal Fabrication (In Shop)	Fitter	\$15.38		<u>1</u>		View
Snohomish	Metal Fabrication (In Shop)	Laborer	\$13.50		<u>1</u>		<u>View</u>
Snohomish	Metal Fabrication (In Shop)	Machine Operator	\$13.50		<u>1</u>		View
Snohomish	Metal Fabrication (In Shop)	Painter	\$13.50		<u>1</u>		View
Snohomish	Metal Fabrication (In Shop)	Welder	\$15.38		<u>1</u>		<u>View</u>
Snohomish	<u>Millwright</u>	Journey Level	\$63.94	<u>7A</u>	<u>4C</u>		View
Snohomish	Modular Buildings	Journey Level	\$13.50		<u>1</u>		<u>View</u>
Snohomish	Painters	Journey Level	\$43.40	<u>6Z</u>	<u>2B</u>		View
Snohomish	<u>Pile Driver</u>	Crew Tender	\$67.31	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	Pile Driver	Crew Tender/Technician	\$67.31	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$77.93	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$82.93	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$86.93	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$91.93	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$94.43	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$99.43	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$101.43	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$103.43	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$105.43	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Pile Driver</u>	Journey Level	\$62.69	<u>7A</u>	<u>4C</u>		<u>View</u>
Snohomish	<u>Plasterers</u>	Journey Level	\$59.42	<u>7Q</u>	<u>1R</u>		<u>View</u>
Snohomish	Playground & Park Equipment Installers	Journey Level	\$13.50		<u>1</u>		<u>View</u>
Snohomish	Plumbers & Pipefitters	Journey Level	\$74.72	<u>5A</u>	<u>1G</u>		<u>View</u>
Snohomish	Power Equipment Operators	Asphalt Plant Operators	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Assistant Engineer	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Barrier Machine (zipper)	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>

Snohomish	Power Equipment Operators	Batch Plant Operator: concrete	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Bobcat	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Brooms	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Bump Cutter	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Cableways	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Chipper	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Compressor	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Conveyors	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Cranes friction: 200 tons and over	\$71.26	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$71.26	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Crusher	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Derricks, On Building Work	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Dozers D-9 & Under	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Drilling Machine	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Gradechecker/Stakeman	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Guardrail Punch	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Horizontal/Directional Drill Locator	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Horizontal/Directional Drill Operator	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Hydralifts/Boom Trucks, 10 Tons And Under	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>

		Including 8 Yards					
Snohomish	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Loaders, Plant Feed	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Loaders: Elevating Type Belt	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Locomotives, All	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Material Transfer Device	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Motor Patrol Graders	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Pavement Breaker	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Posthole Digger, Mechanical	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Power Plant	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Pumps - Water	\$65.05	<u>7</u> A	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Rigger and Bellman	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Rollagon	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Roller, Other Than Plant Mix	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Roto-mill, Roto-grinder	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Saws - Concrete	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Scrapers - Concrete & Carry All	\$68.02	 7A	<u></u> 3K	8X	View
Snohomish	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Service Engineers - Equipment	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Shotcrete/Gunite Equipment	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Slipform Pavers	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Spreader, Topsider & Screedman	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Subgrader Trimmer	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Tower Bucket Elevators	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Tower Crane: over 175' through 250' in	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>

		height, base to boom					
Snohomish	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$71.26	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Transporters, All Track Or Truck Type	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Trenching Machines	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Truck Crane Oiler/Driver Under 100 Tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Truck Mount Portable Conveyor	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Welder	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Wheel Tractors, Farmall Type	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators	Yo Yo Pay Dozer	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Brooms	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cableways	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Chipper	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Compressor	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes friction: 200 tons and over	\$71.26	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$71.26	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators-	Crusher	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>

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	Underground Sewer & Water						
Snohomish	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks, 10 Tons And Under	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators-	Overhead, Bridge Type: 45 Tons Through	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>

	Underground Sewer & Water	99 Tons					
Snohomish	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators-	Tower Cranes: over 250' in height from	\$71.26	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>

1	Underground Sewer & Water	base to boom					
Snohomish	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver Under 100 Tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Welder	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Snohomish	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$50.96	<u>5A</u>	<u>4A</u>		View
Snohomish	Power Line Clearance Tree Trimmers	Spray Person	\$48.35	<u>5A</u>	<u>4A</u>		View
Snohomish	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$50.96	<u>5A</u>	<u>4A</u>		View
Snohomish	Power Line Clearance Tree Trimmers	Tree Trimmer	\$45.54	<u>5A</u>	<u>4A</u>		View
Snohomish	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$34.51	<u>5A</u>	<u>4A</u>		View
Snohomish	Refrigeration & Air Conditioning Mechanics	Journey Level	\$74.71	<u>5A</u>	<u>1G</u>		<u>View</u>
Snohomish	Residential Brick Mason	Journey Level	\$22.73		1		View
Snohomish	Residential Carpenters	Journey Level	\$46.43	7A	4C		View
Snohomish	Residential Cement Masons	Journey Level	\$18.09		1		View
Snohomish	Residential Drywall Applicators	Journey Level	\$46.43	7A	4C		View
Snohomish	Residential Drywall Tapers	Journey Level	\$47.17	5P	1E		View
Snohomish	Residential Electricians	Journey Level	\$40.01	 7F	1D		View
Snohomish	Residential Glaziers	Journey Level	\$44.15	7L	1H		View
Snohomish	Residential Insulation Applicators	Journey Level	\$29.19		1		View
Snohomish	Residential Laborers		\$23.56		1		View
Snohomish	Residential Marble Setters		\$39.71		1		View
Snohomish	Residential Painters		\$19.85		1		View
Snohomish	Residential Plumbers & Pipefitters		\$32.95		1		View
Snohomish	Residential Refrigeration & Air		\$43.34	54	1G		View
Snohomish	Conditioning Mechanics	Journey Level (Field or Shop)	¢E1 90	75	10 10		View
Shohomish	Residential Sneet Metal Workers		\$31.69 ¢51.07	<u>/</u>	<u> 1K</u>		View
Snonomisn	Residential Soft Floor Layers		\$51.07	<u>5A</u>	<u>3J</u>		<u>view</u>
Shohomish	Protection)	Journey Level	\$48.18	<u> </u>	<u>2R</u>		view
Snohomish	Residential Stone Masons	Journey Level	\$39.71		<u>1</u>		<u>View</u>
Snohomish	<u>Residential Terrazzo Workers</u>	Journey Level	\$14.86		<u>1</u>		<u>View</u>
Snohomish	Residential Terrazzo/Tile Finishers	Journey Level	\$27.90		<u>1</u>		<u>View</u>
Snohomish	<u>Residential Tile Setters</u>	Journey Level	\$21.38		<u>1</u>		<u>View</u>
Snohomish	Roofers	Journey Level	\$53.27	<u>5A</u>	<u>3H</u>		<u>View</u>
Snohomish	<u>Roofers</u>	Using Irritable Bituminous Materials	\$56.27	<u>5A</u>	<u>3H</u>		<u>View</u>
Snohomish	<u>Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$85.88	<u>7F</u>	<u>1E</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	New Construction Boilermaker	\$36.36	<u>7V</u>	<u>1</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	New Construction Carpenter	\$36.36	<u>7V</u>	<u>1</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	New Construction Crane Operator	\$36.36	<u>7V</u>	<u>1</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	New Construction Electrician	\$36.36	<u>7V</u>	<u>1</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$76.61	<u>5J</u>	<u>4H</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	New Construction Laborer	\$36.36	<u>7V</u>	<u>1</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	New Construction Machinist	\$36.36	<u>7V</u>	<u>1</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$36.36	<u>7V</u>	<u>1</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	New Construction Painter	\$36.36	<u>7V</u>	<u>1</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	New Construction Pipefitter	\$36.36	<u>7V</u>	<u>1</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	New Construction Rigger	\$36.36	<u>7V</u>	<u>1</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$36.36	<u>7V</u>	<u>1</u>		<u>View</u>

Snohomish	Shipbuilding & Ship Repair	New Construction Shipfitter	\$36.36	<u>7V</u>	<u>1</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$36.36	<u>7V</u>	<u>1</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$36.36	<u>7V</u>	<u>1</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$46.15	<u>7X</u>	<u>4J</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$44.95	<u>7X</u>	<u>4J</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	Ship Repair Electrician	\$46.15	<u>7X</u>	<u>4J</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$76.61	<u>5J</u>	<u>4H</u>		View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Laborer	\$46.15	<u>7X</u>	<u>4J</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	Ship Repair Machinist	\$46.15	<u>7X</u>	<u>4J</u>		View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>		<u>View</u>
Snohomish	Shipbuilding & Ship Repair	Ship Repair Painter	\$46.15	<u>7X</u>	<u>4J</u>		View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$46.15	<u>7X</u>	<u>4J</u>		View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Rigger	\$46.15	<u>7X</u>	<u>4J</u>		View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$46.15	7X	4J		View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$44.95	7X	4J		View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	7Y	4K		View
Snohomish	Sign Makers & Installers (Electrical)	Sign Installer	\$26.56		1		View
Snohomish	Sign Makers & Installers (Electrical)	Sign Maker	\$20.50		1		View
Snohomish	Sign Makers & Installers (Non-Electrical)	Sign Installer	\$22.56		1		View
Snohomish	Sign Makers & Installers (Non-Electrical)	Sign Maker	\$20.50		1		View
Snohomish	Soft Floor Lavers		\$51.07	5۵	31		View
Snohomish	Solar Controls For Windows		\$13.50	<u>54</u>	1		View
Snohomish	Sprinkler Fitters (Fire Protection)		\$81.30	50	<u> </u>		View
Snohomish	Stage Rigging Mechanics (Non Structural)		\$13.50	<u></u>	1		View
Snohomish	Stope Masons		\$58.82	54	1		View
Snohomish	Street And Parking Let Sweeper Workers		\$15.02	<u>JA</u>	1		View
Shohomish		Assistant Construction Site Surveyor	\$13.00	74	<u> </u>	<u>م</u> ر	View
Shohomish	Surveyors	Chainman	\$00.0Z	74	<u> 3K</u> 21/	<u>0^</u> 0V	View
Shohomish	Surveyors	Construction Site Surveyor	\$60.05	74	<u>אכ</u> אכ	<u>0۸</u> 9V	View
Shohomish	Telecommunication Technicians	Talasam Tashnisian, Jaurnay Layal	\$07.10 ¢45.22	<u>7A</u> 5P	<u>JN</u> 1P	<u>0</u>	View
Shohomish	Telephone Line Construction Outside		\$45.25	50	<u>10</u> 20		View
Shohomish	Telephone Line Construction - Outside	Cable Splicer	\$41.81 ¢22.52	<u>5A</u>	2 <u>D</u>		View
Shohomish	Telephone Line Construction - Outside		\$23.53	<u>5A</u>	<u>2D</u>		View
Shohomish	Telephone Line Construction - Outside	Installer (Repairer)	\$40.09	<u>5A</u>	<u>20</u>		View
Snonomisn	Telephone Line Construction - Outside	Special Aparatus Installer I	\$41.81	<u>5A</u>	<u>2B</u>		<u>view</u>
Shohomish	The land the Construction - Outside	Special Apparatus Installer II	\$40.99	<u>5A</u>	<u>2B</u>		<u>view</u>
Snonomish	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$41.81	<u>5A</u>	<u>2B</u>		<u>view</u>
Snohomish	Ielephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$38.92	<u>5A</u>	<u>2B</u>		<u>View</u>
Snohomish	Ielephone Line Construction - Outside	Telephone Lineperson	\$38.92	<u>5A</u>	<u>2B</u>		<u>View</u>
Snohomish	Ielephone Line Construction - Outside	Television Groundperson	\$22.32	<u>5A</u>	<u>2B</u>		View
Snohomish	Telephone Line Construction - Outside	Television Lineperson/Installer	\$29.60	<u>5A</u>	<u>2B</u>		<u>View</u>
Snohomish	Telephone Line Construction - Outside	Television System Technician	\$35.20	<u>5A</u>	<u>2B</u>		<u>View</u>
Snohomish	Telephone Line Construction - Outside	Television Technician	\$31.67	<u>5A</u>	<u>2B</u>		<u>View</u>
Snohomish	Telephone Line Construction - Outside	Tree Trimmer	\$38.92	<u>5A</u>	<u>2B</u>		<u>View</u>
Snohomish	<u>Terrazzo Workers</u>	Journey Level	\$54.06	<u>5A</u>	<u>1M</u>		<u>View</u>
Snohomish	<u>Tile Setters</u>	Journey Level	\$54.06	<u>5A</u>	<u>1M</u>		<u>View</u>
Snohomish	<u>Tile, Marble & Terrazzo Finishers</u>	Finisher	\$44.89	<u>5A</u>	<u>1B</u>		<u>View</u>
Snohomish	Traffic Control Stripers	Journey Level	\$47.68	<u>7A</u>	<u>1K</u>		<u>View</u>
Snohomish							N //
	Truck Drivers	Asphalt Mix Over 16 Yards	\$61.59	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
Snohomish	Truck Drivers Truck Drivers	Asphalt Mix Over 16 Yards Asphalt Mix To 16 Yards	\$61.59 \$60.75	<u>5D</u> 5D	<u>4Y</u> <u>4Y</u>	<u>8L</u> <u>8L</u>	<u>View</u> <u>View</u>
Snohomish Snohomish	Truck Drivers Truck Drivers Truck Drivers	Asphalt Mix Over 16 Yards Asphalt Mix To 16 Yards Dump Truck	\$61.59 \$60.75 \$60.75	<u>5D</u> <u>5D</u> <u>5D</u>	<u>4Y</u> <u>4Y</u> <u>4Y</u>	<u>8L</u> <u>8L</u> <u>8L</u>	<u>View</u> <u>View</u> <u>View</u>
Snohomish Snohomish Snohomish	Truck Drivers Truck Drivers Truck Drivers Truck Drivers Truck Drivers	Asphalt Mix Over 16 Yards Asphalt Mix To 16 Yards Dump Truck Dump Truck & Trailer	\$61.59 \$60.75 \$60.75 \$61.59	5D 5D 5D 5D	<u>4Y</u> <u>4Y</u> <u>4Y</u> <u>4Y</u>	<u>8L</u> <u>8L</u> <u>8L</u> <u>8L</u>	<u>View</u> <u>View</u> <u>View</u> <u>View</u>
Snohomish Snohomish Snohomish Snohomish	Truck Drivers Truck Drivers Truck Drivers Truck Drivers Truck Drivers Truck Drivers	Asphalt Mix Over 16 Yards Asphalt Mix To 16 Yards Dump Truck Dump Truck & Trailer Other Trucks	\$61.59 \$60.75 \$60.75 \$61.59 \$61.59	5D 5D 5D 5D 5D 5D	<u>4Y</u> <u>4Y</u> <u>4Y</u> <u>4Y</u> <u>4Y</u>	<u>8L</u> 8L 8L 8L 8L 8L	<u>View</u> <u>View</u> <u>View</u> <u>View</u>
Snohomish Snohomish Snohomish Snohomish Snohomish	Truck Drivers Truck Drivers	Asphalt Mix Over 16 Yards Asphalt Mix To 16 Yards Dump Truck Dump Truck & Trailer Other Trucks Transit Mix	\$61.59 \$60.75 \$60.75 \$61.59 \$61.59 \$61.59	5D 5D 5D 5D 5D 5D 5D	<u>4Y</u> <u>4Y</u> <u>4Y</u> <u>4Y</u> <u>4Y</u> <u>4Y</u>	8L 8L 8L 8L 8L 8L	View View View View View View
Snohomish Snohomish Snohomish Snohomish Snohomish	Truck DriversTruck DriversTruck DriversTruck DriversTruck DriversTruck DriversMarch Drivers - Ready MixWell Drillers & Irrigation Pump Installers	Asphalt Mix Over 16 Yards Asphalt Mix To 16 Yards Dump Truck Dump Truck & Trailer Other Trucks Transit Mix Irrigation Pump Installer	\$61.59 \$60.75 \$60.75 \$61.59 \$61.59 \$61.59 \$17.05	5D 5D 5D 5D 5D 5D	4Y 4Y 4Y 4Y 4Y 4Y 4Y 4Y 1	8L 8L 8L 8L 8L 8L	<u>View</u> <u>View</u> <u>View</u> <u>View</u> <u>View</u> <u>View</u>
Snohomish Snohomish Snohomish Snohomish Snohomish Snohomish	Truck DriversTruck DriversTruck DriversTruck DriversTruck DriversWell Drillers & Irrigation Pump InstallersWell Drillers & Irrigation Pump Installers	Asphalt Mix Over 16 Yards Asphalt Mix To 16 Yards Dump Truck Dump Truck & Trailer Other Trucks Transit Mix Irrigation Pump Installer Oiler	\$61.59 \$60.75 \$61.59 \$61.59 \$61.59 \$17.05 \$13.93	5D 5D 5D 5D 5D 5D	4Y 4Y 4Y 4Y 4Y 4Y 4Y 1 1	8L 8L 8L 8L 8L 8L	View View View View View View View

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

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

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.

2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.

3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.

4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.

6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

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

WSDOT's Predetermined List for Suppliers - Manufactures - Fabricator

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

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

ITEM DESCRIPTION	YES	NO

8.	Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		x
9.	Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	x	
10.	Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11.	Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	x	
12.	Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		x
13.	Concrete PilingPrecast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec	x	
14.	Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15.	Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		x
16.	Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		Х

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

ITEM DESCRIPTION

YES NO

27.	Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28.	 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A 	x	
29.	Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
30.	Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
31.	Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	x	
32.	Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
33.	Monument Case and Cover See Std. Plan.		X

TEM DESCRIPTION	YES	NO

34.	Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	x	
35.	Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	x	
36.	 Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111. 	x	
37.	Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38.	Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39.	Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Specia Provisions for pre-approved drawings.	x	
40.	 Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings 	x	
41.	Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

	ITEM DESCRIPTION	YES	NO	
42.	Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	x	x	
		Custom Message	Std Signing Message	
43.	Cutting & bending reinforcing steel		X	
44.	Guardrail components	X	X	
		Custom End Sec	Standard Sec	
45.	Aggregates/Concrete mixes	Covered by WAC 296-127-018		
46.	Asphalt	Cove WAC 296	Covered by WAC 296-127-018	
47.	Fiber fabrics		Х	
48.	Electrical wiring/components		X	
49.	treated or untreated timber pile		Х	
50.	Girder pads (elastomeric bearing)	Х		
51.	Standard Dimension lumber		Х	
52.	Irrigation components		Х	

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

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

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

See RCW <u>39.12.010</u>

⁽The definition of "locality" in RCW <u>39.12.010</u>(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries Policy Statements (Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.,) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the prevailing wage rates for the county in which the prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

- 1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a fourten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

- 1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
 - P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
 - S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
 - W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
 - Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
 - Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Benefit Code Key – Effective 8/31/2019 thru 3/3/2020

Overtime Codes Continued

- 2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
 - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, tenhour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Benefit Code Key – Effective 8/31/2019 thru 3/3/2020

Overtime Codes Continued

- 3. E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
 - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
Overtime Codes Continued

4. D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal fourday, ten hour work week, and Saturday shall be paid at one and one half $(1\frac{1}{2})$ times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- H. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- 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.
- 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.

Overtime Codes Continued

- 4. 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.
 - M. All hours worked on Sunday and Holidays shall be paid at double the hourly rate. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half times the hourly rate.
 - N. 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, and all work performed between the hours of midnight (12:00 AM) and eight AM (8:00 AM) every day shall be paid at double the hourly rate of wage.
 - O. All hours worked between midnight Friday to midnight Sunday shall be paid at one and one-half the hourly rate of wage. After an employee has worked in excess of eight (8) continuous hours in any one or more calendar days, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of six (6) hours or more. All hours worked on Holidays shall be paid at double the hourly rate of wage.
 - P. All hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage.
 - Q. The first four (4) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday shall be paid at double the hourly rate. All hours worked on Sundays and holidays shall be paid at double the hourly rate.
 - R. All hours worked on Saturdays 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 on Sundays and holidays shall be paid at double the hourly rate of wage.
 - S. 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.
 - T. The first two (2) hours of overtime for hours worked Monday-Friday 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 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. For work on Saturday which is scheduled prior to the end of shift on Friday, the first six (6) hours work shall be paid at one and one-half times the hourly rate of wage, and all hours over (6) shall be paid double the hourly rate of wage. For work on Saturday which was assigned following the close of shift on Friday, all work shall be paid at double the hourly rate of wage.
 - 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.

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 ¹/₂) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

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.

Overtime Codes Continued

4. Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Holiday Codes

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
 - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
 - C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
 - D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
 - H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
 - I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
 - J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
 - K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
 - L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
 - N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
 - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
 - Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

Holiday Codes Continued

- 5. R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
 - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
 - T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
 - E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
 - G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
 - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
 - I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
 - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- 7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
 - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

- 7. 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.
 - J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
 - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

- 7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
 - R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
 - S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
 - T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - 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, President's Day, Independence Day, Memorial 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.
- 15. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the 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.
 - B. Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (9)
 - C. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8)

Holiday Codes Continued

- 15. D. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and the day after Christmas.
 - E. Holidays: the day before New Years's Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day. (12)

Note Codes

- 8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
 - L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
 - M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
 - N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
 - P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
 - Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
 - S. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
 - T. Effective August 31, 2012 A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
 - U. Workers on hazmat projects receive additional hourly premiums as follows Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.

Note Codes Continued

8. 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.
- 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 state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

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.

SECTION 8 SPECIAL PROVISIONS

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1

1	INTRODUCTION TO THE SPECIAL PROVISIONS			
2 3 4	(August 14, 2013 APWA GSP)			
4 5 6 7 8 9 10 11 12	The Work on this project shall be accomplished in accordance with the <i>Standard Specifications for Road, Bridge and Municipal Construction</i> , 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.			
13 14 15 16 17 18 19 20	These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.			
21 22 22	The project-specific Special Provisions are not labeled as such. The GSPs are labeled unde the headers of each GSP, with the effective date of the GSP and its source. For example:			
23 24 25 26 27	(March 8, 2013 APWA GSP) (April 1, 2013 WSDOT GSP) (May 1, 2013 Lynnwood GSP)			
28 29 30 31 32 33 34	 Also incorporated into the Contract Documents by reference are: Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, July 26, 2011 (commonly referred to as the 2011 version of the PROWAG) 			
35 36	The Contractor shall obtain copies of these publications, at the Contractor's own expense.			

1 2 3	Division 1 General Requirements
4 5 6	DESCRIPTION OF WORK (March 13, 1995 WSDOT GSP)
7 8 9 10 11 12	This Contract provides for the improvement of various City of Lynnwood roadways by HMA for pavement repair, grind and overlay, fog seal, curb ramps, pedestrian push buttons and pedestrian signals, raised pavement markers, paint line, plastic pavement markings and other Work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.
13 14	1-01 Definition and Terms
14 15 16 17 18	1-01.3 Definitions (<i>January 4, 2016 APWA GSP</i>) Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with the following:
19 20 21 22	Dates Bid Opening Date The date on which the Contracting Agency publicly opens and reads the Bids.
23 24 25 26	Award Date The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.
20 27 28	The date the Contracting Agency officially binds the Agency to the Contract.
29 30	The date stated in the Notice to Proceed on which the Contract time begins.
31 32 33 34 35 36	The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental Work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract. <i>Physical Completion Date</i>
37 38 39 40	The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.
40 41 42 43 44 45	The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the Contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.
46 47 48 49 50	The date on which the Contracting Agency accepts the Work as complete.

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- Supplement this Section with the following:
- All references in the Standard Specifications, Amendments, or WSDOT General Special
 Provisions, to the terms "Department of Transportation", "Washington State
 Transportation Commission", "Commission", "Secretary of Transportation", "Secretary",
 "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".
 - All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.
 - All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".
- All references to "final Contract voucher certification" shall be interpreted to mean the
 Contracting Agency form(s) by which final payment is authorized, and final completion
 and acceptance granted.

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

38 **Contract Documents**

39 See definition for "Contract".

4041 Contract Time

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

45 **Notice of Award**

- The written notice from the Contracting Agency to the successful Bidder signifying theContracting Agency's acceptance of the Bid Proposal.
- 48

49Notice to Proceed

- 50 The written notice from the Contracting Agency or Engineer to the Contractor authorizing 51 and directing the Contractor to proceed with the Work and establishing the date on which
- 52 the Contract time begins.
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Traffic

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

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1-02 **Bid Procedures and Conditions**

1-02.1 Pregualification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP) 12

Before Award of a Public Works Contract, a Bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible Bidder and qualified to be awarded a Public Works project.

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17 **Plans and Specifications** 1-02.2

(June 27, 2011 APWA GSP) 18

19 Delete this Section and replace it with the following: 20

21 Information as to where Bid Documents can be obtained or reviewed can be found in the 22 Call for Bids (Advertisement for Bids) for the Work.

24 After Award of the Contract, Plans and Specifications will be issued to the Contractor at no cost as detailed below: 25

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced Plans (11" x 17")	2	Furnished automatically upon Award.
Contract Provisions	2	Furnished automatically upon Award.
Large Plans (e.g., 22" x 34")	2	Furnished only upon request.

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Additional Plans and Contract Provisions may be obtained by the Contractor from the 28 29 source stated in the Call for Bids, at the Contractor's own expense.

31 1-02.4(2) Subsurface Information

- 32 (March 8, 2013 APWA GSP)
- 33 The second sentence in the first paragraph is revised to read:
- 34 35

The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract.

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38 **Preparation of Proposal** 1-02.6

Supplement the second paragraph with the following: 39 40

If a minimum Bid amount has been established for any item, the unit or lump sum 41 4. 42 price must equal or exceed the minimum amount stated.

1 Delete the fourth paragraph: 2 3 Delete the last paragraph, and replace it with the following: 4 5 The Bidder shall make no stipulation on the Bid Form, nor qualify the Bid in any manner. 6 7 A Bid by a corporation shall be executed in the corporate name, by the president or a 8 vice president (or other corporate officer accompanied by evidence of authority to sign). 9 10 A Bid by a partnership shall be executed in the partnership name, and signed by a 11 partner. 12 13 A Bid by a joint venture shall be executed in the joint venture name and signed by a 14 member of the joint venture. 15 16 (August 2, 2004 WSDOT GSP) 17 The fifth and sixth paragraphs of Section 1-02.6 are deleted. 18 19 1-02.13 Irregular Proposals 20 (December 19, 2019 APWA GSP) 21 22 Delete this section and replace it with the following: 23 24 1. A Proposal will be considered irregular and will be rejected if: 25 The Bidder is not pregualified when so required; a. 26 The authorized Proposal form furnished by the Contracting Agency is not used b. 27 or is altered; 28 The completed Proposal form contains any unauthorized additions, deletions, c. 29 alternate Bids. or conditions: 30 The Bidder adds provisions reserving the right to reject or accept the award, d. 31 or enter into the Contract; 32 A price per unit cannot be determined from the Bid Proposal; e. 33 The Proposal form is not properly executed: f. 34 The Bidder fails to submit or properly complete a Subcontractor list, if g. 35 applicable, as required in Section 1-02.6; 36 The Bidder fails to submit or properly complete an Underutilized h. 37 Disadvantaged Business Enterprise Certification, if applicable, as required in 38 Section 1-02.6; 39 i. The Bidder fails to submit written confirmation from each UDBE firm listed on 40 the Bidder's completed UDBE Utilization Certification that they are in 41 agreement with the bidder's UDBE participation commitment, if applicable, as 42 required in Section 1-02.6, or if the written confirmation that is submitted fails 43 to meet the requirements of the Special Provisions; 44 The Bidder fails to submit UDBE Good Faith Effort documentation, if j 45 applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition 46 47 of Award was made; 48 The Bidder fails to submit a UDBE Bid Item Breakdown form, if applicable, as k. 49 required in Section 1-02.6. or if the documentation that is submitted fails to 50 meet the requirements of the Special Provisions; 51 The Bidder fails to submit UDBE Trucking Credit Forms, if applicable, as Ι. 52 required in Section 1-02.6, or if the documentation that is submitted fails to 53 meet the requirements of the Special Provisions;

1 2 3		m. n.	The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or More than one Proposal is submitted for the same project from a Bidder under
4			the same or different names.
5 6 7	2.	A Pro	posal may be considered irregular and may be rejected if:
/ Q		a. h	Any of the unit prices are excessively unbalanced (either above or below the
0 9		D.	amount of a reasonable Bid) to the potential detriment of the Contracting
10			Agency;
11		C.	Receipt of Addenda is not acknowledged;
12		d.	A member of a joint venture or partnership and the joint venture or partnership
13			submit Proposals for the same project (in such an instance, both Bids may be
14			rejected); or
15		e.	If Proposal form entries are not made in ink.
10	1 02 1		ingualification of Biddoro
17	(May 1	17 201	8 APIMA CSP Option A)
10	Delete	11, 201 this Se	o AF WA GSF, Oplion A)
19 20	Delete		
20	۸	Biddor	will be deemed not responsible if the Bidder does not meet the mandatony Bidder
$\frac{21}{22}$	A ro	Biuuei	bility criteria in PCW 30.04.350(1), as amonded
22	IE	sponsi	Dinty Chiena in ROW 59.04.550(1), as amended.
$\frac{23}{24}$	т		ntracting Agency will verify that the Bidder meets the mandatony Bidder
2 4 25	ro		hility criteria in RCW 30.04.350(1). To assess Bidder responsibility the
25		ontracti	ing Agency reserves the right to request documentation as needed from the
20	Bi	iddor a	nd third parties concerning the Bidder's compliance with the mandatory Bidder
21	ro	iuuei a	hility criteria
20	10	sponsi	Sinty Chteria.
29	lf	the Co	patracting Agency determines the Bidder does not meet the mandatory Bidder
31	re	enonei	hility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder the
32	C	ontract	ing Agency shall notify the Bidder in writing, with the reasons for its determination
32	lf	the Rid	der disagrees with this determination, it may appeal the determination within two
34	(2) husin	ess days of the Contracting Agency's determination by presenting its appeal and
35	ے) ar	nv add	itional information to the Contracting Agency. The Contracting Agency will
36	CC	nsider	the appeal and any additional information before issuing its final determination
37	lf	the fine	al determination affirms that the Bidder is not responsible, the Contracting Agency
38	w	ill not e	xecute a Contract with any other Ridder until at least two business days after the
39	Bi	idder d	etermined to be not responsible has received the Contracting Agency's final
40	de	etermin	ation
41	a.	51011111	
42	1-02.1	15 P	re-Award Information
43	(Augus	st 14. 2	2013 APWA GSP)
44	Revise	e this S	ection to read
45	1101100		
46	Be	efore a	warding any Contract, the Contracting Agency may require one or more of these
47	ite	ems or	actions of the apparent lowest responsible Bidder:
48		1. A	complete statement of the origin, composition and manufacture of any or all
49		<i>i</i>	naterials to be used.
50		2.5	amples of these materials for quality and fitness tests
51		3. A	progress schedule (in a form the Contracting Agency requires) showing the order
52		0	f and time required for the various phases of the Work
53		4. A	breakdown of costs assigned to any Bid item.
	Citv of L	vnnwood	<i>February 11. 2020</i>

- 5. Attendance at a conference with the Engineer or representatives of the Engineer,
 - 6. Obtain, and furnish a copy of, a business license to do business in the city or county where the Work is located.
 - 7. Any other information or action taken that is deemed necessary to ensure that the Bidder is the lowest responsible Bidder.

1-03 Award and Execution of Contract

9 1-03.1 **Consideration of Bids**

- 10 (January 23, 2006 APWA GSP)
- 11 Revise the first paragraph to read:
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After opening and reading Proposals, the Contracting Agency will check them for 14 correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any Bid item, the price per unit will 16 control. If a minimum Bid amount has been established for any item and the Bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for Award purposes and to fix the Awarded Contract Price amount and the amount of the Contract bond. 23

24 **Execution of Contract** 1-03.3

25 (October 1, 2005 APWA GSP)

Revise this Section to read: 26 27

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

33 Within ten (10) calendar days after the Award Date, the successful Bidder shall return the 34 signed Contracting Agency-prepared Contract, an insurance certification as required by 35 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before 36 execution of the Contract by the Contracting Agency, the successful Bidder shall provide 37 any pre-Award information the Contracting Agency may require under Section 1-02.15.

39 Until the Contracting Agency executes a Contract, no Proposal shall bind the Contracting 40 Agency nor shall any Work begin within the project limits or within Contracting Agency-41 furnished sites. The Contractor shall bear all risks for any Work begun outside such areas 42 and for any materials ordered before the Contract is executed by the Contracting Agency.

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44 If the Bidder experiences circumstances beyond their control that prevents return of the 45 Contract Documents within the calendar days after the Award Date stated above, the 46 Contracting Agency may grant up to a maximum of ten (10) additional calendar days for 47 return of the documents, provided the Contracting Agency deems the circumstances 48 warrant it.

50 1-03.4 **Contract Bond**

- 51 (July 23, 2015 APWA GSP)
- 52 Delete the first paragraph and replace it with the following:

1 2 The successful Bidder shall provide executed payment and performance bond(s) for the 3 full Contract amount. The bond may be a combined payment and performance bond; or 4 be separate payment and performance bonds. In the case of separate payment and 5 performance bonds, each shall be for the full Contract amount. The bond(s) shall: 6 1. Be on Contracting Agency-furnished form(s); 7 2. Be signed by an approved Surety (or Sureties) that: 8 Is registered with the Washington State Insurance Commissioner, and a. 9 Appears on the current Authorized Insurance List in the State of b. 10 Washington published by the Office of the Insurance Commissioner, 3. Guarantee that the Contractor will perform and comply with all obligations, 11 12 duties, and conditions under the Contract, including but not limited to the duty 13 and obligation to indemnify, defend, and protect the Contracting Agency against 14 all losses and claims related directly or indirectly from any failure: 15 Of the Contractor (or any of the employees, Subcontractors, or lower tier a. 16 Subcontractors of the Contractor) to faithfully perform and comply with all 17 Contract obligations, conditions, and duties, or 18 b. Of the Contractor (or the Subcontractors or lower tier Subcontractors of 19 the Contractor) to pay all laborers, mechanics, Subcontractors, lower tier 20 Subcontractors, material person, or any other person who provides supplies 21 or provisions for carrying out the Work: 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on 22 23 the project under Titles 50, 51, and 82 RCW; and 24 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign 25 the bond: and 26 6. Be signed by an officer of the Contractor empowered to sign official statements 27 (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be 28 signed by the president or vice president, unless accompanied by written proof of 29 the authority of the individual signing the bond(s) to bind the corporation (i.e., 30 corporate resolution, power of attorney, or a letter to such effect signed by the 31 president or vice president). 32 33 1-04 Scope of the Work 34 35 1-04.4 Changes 36 37 1-04.4(1) Minor Changes 38 (March 22, 2018, Lynnwood GSP) 39 40 Section 1-04.4(1) is supplemented as follows: 41 1-04.4(1) Unexpected Site Changes 42 Payments for changes amounting to \$25,000 or less may be made under the Bid 43 44 item "Unexpected Site Changes". At the discretion of the Contracting Agency, this 45 procedure for Unexpected Site Changes may be used in lieu of the more formal 46 procedure as outlined in Section 1-04.4, Changes. 47 48 The Contractor will be provided a copy of the completed order for Unexpected Site 49 Changes. The agreement for the Unexpected Site Changes will be documented by 50 signature of the Contractor, or notation of verbal agreement. If the Contractor is in 51 disagreement with anything required by the order for Unexpected Site Changes, the 52 Contractor may protest the order as provided in Section 1-04.5.

Payments will be determined in accordance with Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for "Unexpected Site Changes" in the Proposal to become a part of the total Bid by the Contractor.

1-04.6 Variation in Estimated Quantities

(May 25, 2006 APWA GSP)

- 10 Supplement this section with the following:
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The quantities for Traffic Control under 1-10, and Sawcutting under 2-02 have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

- 18 **1-05.4 Conformity With And Deviations From Plans And Stakes**
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(August 7, 2017 WSDOT GSP)

Contractor Surveying - Roadway

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

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

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

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

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

- The survey work shall include but not be limited to the following:
- Verify the primary horizontal and vertical control furnished by the Contracting
 Agency, and expand into secondary control by adding stakes and hubs as well
 as additional survey control needed for the project. Provide descriptions of
 secondary control to the Contracting Agency. The description shall include
 coordinates and elevations of all secondary control points.

1 2 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on 3 centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and 4 at points on the alignments spaced no further than 50 feet. 5 6 3. Establish clearing limits, placing stakes at all angle points and at intermediate 7 points not more than 50 feet apart. The clearing and grubbing limits shall be 5 8 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise 9 shown in the Plans. 10 4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global 11 12 Positioning Satellite (GPS) Machine Controls are used to provide grade control, 13 then slope stakes may be omitted at the discretion of the Contractor 14 15 Establish the horizontal and vertical location of all drainage features, placing 5. 16 offset stakes to all drainage structures and to pipes at a horizontal interval not 17 greater than 25 feet. 18 19 6. Establish roadbed and surfacing elevations by placing stakes at the top of 20 subgrade and at the top of each course of surfacing. Subgrade and surfacing 21 stakes shall be set at horizontal intervals not greater than 50 feet in tangent 22 sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-23 foot intervals in intersection radii with a radius less than 10 feet. Transversely, 24 stakes shall be placed at all locations where the roadway slope changes and at 25 additional points such that the transverse spacing of stakes is not more than 12 26 feet. If GPS Machine Controls are used to provide grade control, then roadbed 27 and surfacing stakes may be omitted at the discretion of the Contractor. 28 29 Establish intermediate elevation benchmarks as needed to check work 7. 30 throughout the project. 31 32 8. Provide references for paving pins at 25-foot intervals or provide simultaneous 33 surveying to establish location and elevation of paving pins as they are being 34 placed. 35 For all other types of construction included in this provision, (including but not 36 9. 37 limited to channelization and pavement marking, illumination and signals, 38 guardrails and barriers, and signing) provide staking and layout as necessary to 39 adequately locate, construct, and check the specific construction activity. 40 41 10. Contractor shall determine if changes are needed to the profiles or roadway 42 sections shown in the Contract Plans in order to achieve proper smoothness and 43 drainage where matching into existing features, such as a smooth transition from 44 new pavement to existing pavement. The Contractor shall submit these changes 45 to the Engineer for review and approval 10 days prior to the beginning of work. 46 47 The Contractor shall provide the Contracting Agency copies of any calculations and 48 staking data when requested by the Engineer. 49 50 To facilitate the establishment of these lines and elevations, the Contracting Agency will 51 provide the Contractor with primary survey control information consisting of descriptions 52 of two primary control points used for the horizontal and vertical control, and descriptions 53 of two additional primary control points for every additional three miles of project length.

Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Contracting Agency will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project.

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

7		, ,	C C
8		<u>Vertical</u>	<u>Horizontal</u>
9	Slope stakes	± 0.10 feet	±0.10 feet
10	Subgrade grade stakes set		
11	0.04 feet below grade	±0.01 feet	±0.5 feet
12	-		(parallel to alignment)
13			±0.1 feet
14			(normal to alignment)
15			
16	Stationing on roadway	N/A	±0.1 feet
17	Alignment on roadway	N/A	±0.04 feet
18	Surfacing grade stakes	±0.01 feet	±0.5 feet
19			(parallel to alignment)
20			±0.1 feet
21			(normal to alignment)
22			
23	Roadway paving pins for		
24	surfacing or paving	±0.01 feet	±0.2 feet
25			(parallel to alignment)
26			±0.1 feet
27			(normal to alignment)
28			

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

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

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

41 Contract work to be performed using contractor-provided stakes shall not begin until the
42 stakes are approved by the Contracting Agency. Such approval shall not relieve the
43 Contractor of responsibility for the accuracy of the stakes.
44

45 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are 46 needed that are not described in the Plans, then those stakes shall be marked, at no 47 additional cost to the Contracting Agency as ordered by the Engineer.

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

49 **Payment**

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"Roadway Surveying", lump sum.

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

(April 2, 2018 WSDOT GSP)

Contractor Surveying – ADA Features

ADA Feature Staking Requirements

10The Contractor shall be responsible for setting, maintaining, and resetting all11alignment stakes, and grades necessary for the construction of the ADA features.12Calculations, surveying, and measuring required for setting and maintaining the13necessary lines and grades shall be the Contractor's responsibility. The Contractor14shall build the ADA features within the specifications in the Standard Plans and15contract documents.

- ADA Feature As-Built Measurements
 - The Contractor shall be responsible for providing electronic As-Built records of all ADA feature improvements completed in the Contract.
- The survey work shall include but not be limited to completing the measurements, recording the required measurements and completing other data fill-ins found on the ADA Measurement Forms, and transmitting the electronic Forms to the Engineer. The ADA Measurement Forms are found at the following website location:
 - http://www.wsdot.wa.gov/Design/ADAGuidance.htm

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

Payment

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

"ADA Features Surveying", lump sum.

40 The unit Contract price per lump sum for "ADA Features Surveying" shall be full pay for41 all the Work as specified.

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43 (April 4, 2011 WSDOT GSP)

44 Licensed Surveyors

The Contractor shall be responsible for reestablishing or locating legal survey markers
such as GLO monuments or property corner monuments, conduct boundary surveys to
determine Contracting Agency Right-of-Way locations, and obtain, review and analyze
deeds and records as necessary to determine these boundaries. The Contracting Agency
will provide "rights of entry" as needed by the Contractor to perform the Work.

50

51 The Contractor shall brush out or clear and stake or mark the Right-of-Way lines as 52 designated by the Engineer.

- 1 2 The Contractor shall inform the Engineer when monuments are discovered that were not 3 identified in the Plans and construction activity may disturb or damage the monuments. 4 All monuments noted in the Plans "DO NOT DISTURB" shall be protected throughout the 5 length of the project or be replaced at Contractors expense.
- 7 When required, the Contractor shall prepare and file a Record of Survey map in 8 accordance with RCW 58.09 and provide a recorded copy to the Contracting Agency. The 9 Contracting Agency will provide all existing base maps, existing horizontal and vertical 10 control, and other material available with Washington State Plane Coordinate information to the Contractor. The Contracting Agency will also provide maps, plan sheets, and/or 11 aerial photographs clearly identifying the limits of the areas to be surveyed. The 12 13 Contractor shall establish Washington State Plane Coordinates on all points required in 14 the Record of Survey and other points designated in the Contract Documents.
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- 16 Existing Right-of-Way documentation, existing base maps, existing horizontal and vertical 17 control descriptions, maps, plan sheets, aerial photographs and all other available material 18 may be viewed by prospective Bidders at the office of the Engineer.
- 20 The Contractor shall perform all of the necessary calculations for the contracted survey 21 Work and shall provide copies of these calculations to the Contracting Agency. Electronic 22 files of all survey data shall be provided and in a format acceptable to the Contracting 23 Agency. 24
- 25 All survey Work performed by the Contractor shall conform to all applicable sections of 26 the Revised Code of Washington and the Washington Administrative Code. 27
 - The Contractor shall provide all traffic control, signing, and temporary traffic control devices in order to provide a safe Work zone.

Pavment

- Payment will be made in accordance with Section 1-09.6 for the following Bid item when included in the Proposal:
 - "Licensed Surveying", Force Account.
 - For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for the item "Licensed Surveying" in the Bid Proposal to become a part of the total Bid by the Contractor.

40 1-05.7 Removal of Defective and Unauthorized Work

- 41 (October 1, 2005 APWA GSP)
- 42 Supplement this Section with the following:
- 43
- 44 If the Contractor fails to remedy defective or unauthorized Work within the time specified 45 in a written notice from the Engineer, or fails to perform any part of the Work required by the Contract Documents, the Engineer may correct and remedy such Work as may be 46 47 identified in the written notice, with Contracting Agency forces or by such other means as 48 the Contracting Agency may deem necessary.
- 49
- 50 If the Contractor fails to comply with a written order to remedy what the Engineer 51 determines to be an emergency situation, the Engineer may have the defective and 52 unauthorized Work corrected immediately, have the rejected Work removed and replaced,
- 53 or have Work the Contractor refuses to perform completed by using Contracting Agency City of Lynnwood February 11, 2020

1 or other forces. An emergency situation is any situation when, in the opinion of the 2 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of 3 loss or damage to the public. 4

5 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and 6 remedying defective or unauthorized Work, or Work the Contractor failed or refused to 7 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from 8 monies due, or to become due, the Contractor. Such direct and indirect costs shall include 9 in particular, but without limitation, compensation for additional professional services 10 required, and costs for repair and replacement of Work of others destroyed or damaged 11 by correction, removal, or replacement of the Contractor's unauthorized Work.

13 No adjustment in Contract time or compensation will be allowed because of the delay in 14 the performance of the Work attributable to the exercise of the Contracting Agency's rights 15 provided by this Section. 16

17 The rights exercised under the provisions of this Section shall not diminish the Contracting 18 Agency's right to pursue any other avenue for additional remedy or damages with respect 19 to the Contractor's failure to perform the Work as required.

21 Add the following new Section:

22 1-05.8 Notifications (New Section)

23 (October 30, 2019, Lynnwood GSP)

> The Contractor shall notify the Lynnwood Police Department, South County Fire and Rescue, and Resident Engineer in writing at least 48 hours prior to:

- 1. Implementation of any detours or lane closures;
- 2. Commencing work on any water systems shut downs, inoperable fire hydrants; or
- 3. Shutdowns affecting traffic signals and pre-emption equipment.

Notice shall be provided to these departments so that they may reroute their emergency vehicles around or within the construction zone. If rerouting is not possible as determined by the South County Fire and Rescue and/or Lynnwood Police Department, the Contractor shall provide access through the construction zone at all times with no reduction in emergency service response times.

38 The following are the minimum requirements associated with any Contractor notification 39 to the Fire Marshall that includes proposing changes to the traffic control plans included 40 in the Bid Documents. The Contractor shall exhibit in its request notice how the proposed 41 revised traffic control plans: 42

- 1. Meets the requirements identified in the Plans and Specifications, and
- 43 44

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- 2. Provides continuous emergency access to structures and buildings within and adjacent to the project area during construction.
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46 The Contractor's proposed revisions to the traffic control plans shall be approved by the 47 Fire Marshall or designee at least forty-eight (48) hours prior to start of construction. The 48 contractor shall have on hand and readily available steel plates or other means capable 49 of handling emergency vehicle traffic and personnel to provide for a reasonable response 50 time through the construction zone and/or into the construction area in emergency 51 situations. 52

- 1 If the Contractor can demonstrate through use of the submitted project schedule that 2 access approval by the Fire Marshall or designee requiring greater than forty-eight (48) 3 hours has delayed the critical path of the schedule, the Contractor will not be assessed 4 working days for the same delayed period.
- 5 If affected, the Contractor shall notify the U. S. Postal Service, Edmonds School District 6 #15, Edmonds Community College and Community Transit/Sound transit at least forty-7 eight (48) hours prior to traffic disruptions or route detours. 8

9 The Contractor shall notify all residents and/or business adjacent to or within 300 feet of 10 the construction zone prior to construction to insure parked vehicles are moved and that 11 citizens are aware that access and/or services may be temporarily impeded. Notification 12 shall be as follows: 13

- A. Initial notification shall be provided to residents and businesses providing the Contractor's intended construction schedule and potential traffic delays or property access and/or service disruptions. This notification shall precede the work a minimum of seven (7) days. Wording of the initial notice shall be approved by the Contracting Agency prior to it being distributed.
- B. Final notification shall be provided to residents and businesses providing the Contractor's exact construction schedule and nature of the disruption. This notification shall be provided a minimum of twenty-four (24) hours prior to the first day residents/businesses will be requested to clear vehicles from the construction area and/or any disruption to property access or services.

26 **1-05.11** Final Inspection

27 Delete this Section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

- 48 Upon receipt of written notice concurring in or denying Substantial Completion, whichever 49 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized 50 interruption, the Work necessary to reach Substantial and Physical Completion. The 51 Contractor shall provide the Engineer with a revised schedule indicating when the 52 Contractor expects to reach Substantial and Physical Completion of the Work.
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The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the Work Physically Complete and ready for final inspection.

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

6 7 When the Contractor considers the Work Physically Complete and ready for final 8 inspection, the Contractor by written notice, shall request the Engineer to schedule a final 9 inspection. The Engineer will set a date for final inspection. The Engineer and the 10 Contractor will then make a final inspection and the Engineer will notify the Contractor in 11 writing of all particulars in which the final inspection reveals the Work incomplete or 12 unacceptable. The Contractor shall immediately take such corrective measures as are 13 necessary to remedy the listed deficiencies. Corrective Work shall be pursued vigorously, 14 diligently, and without interruption until Physical Completion of the listed deficiencies. This 15 process will continue until the Engineer is satisfied the listed deficiencies have been 16 corrected.

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

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

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

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1-05.11(3) Operational Testing

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

49

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

53

1	Operational and test periods, when required by the Engineer, shall not affect a
2	manufacturer's guaranties or warranties furnished under the terms of the Contract.
3	
4	4.05.42 Superintendents Labor and Equipment of Contractor
5	(August 14, 2012 ADMA COD)
07	(August 14, 2013 APWA GSP) Delate the sixth and seventh paragraphs of this Section
/	Delete the sixth and seventh paragraphs of this Section.
8	4.05.44 Oceanantian With Other Contractors
9 10	1-05.14 Cooperation with Other Contractors
10	Section 1-05.14 is supplemented with the following:
11	(March 12, 1005 W/SDOT CSP)
12	(March 15, 1995 WSDOT GSF) Other Contracts or Other Work
13	It is anticipated that the following Work adjacent to or within the limits of this project will
15	be performed by others during the course of this project and will require coordination of
16	the Work:
17	
18	***
19	 Work at Edmonds Community College by Kassel and Associates
20	Primary Contact:
21	Walter Joyce, Project Superintendent
22	(wjoyce@kasselandassociates.com), 425-979-8858
23	
24 25	Alternate Contact: Carly Palmer, Braineer
25 26	(coalmer@kasselandassociates.com) 425-553-9451
20	(opamer @ kasselandassociates.com), +20-000-0+01
28	2. Work adjacent to Edmonds Community College by Compass General
29	Contractors
30	Primary Contact:
31	Alan Deisher, Project Superintendent
32	(aland@compass-gc.com), 425-244-3148
33	
34	Alternate Contact:
33 36	(ieffreybutter@compact.pet) 425 750 0008
30	(jemeybullel@comcast.net), 425-750-0008
38	
30 30	Add the following new Section:
40	Add the following new Section.
41	1-05.16 Water and Power
42	(October 1. 2005 APWA GSP)
43	
44	The Contractor shall make necessary arrangements, and shall bear the costs for power
45	and water necessary for the performance of the Work, unless the Contract includes power
46	and water as a pay item.
47	

Add the following new section:

1-05.18 Record Drawings

(March 8, 2013 APWA GSP)

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

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

17 The preparation and upkeep of the Record Drawings is to be the assigned responsibility 18 of a single, experienced, and qualified individual. The quality of the Record Drawings, in 19 terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting 20 Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a 21 complete set of Record Drawings for the Contracting Agency without further investigative 22 effort by the Contracting Agency. 23

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

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

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

40

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

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
ynnwood		February 11, 2020

1	As-built signs, signals, etc.	N/A	± 0.10 foot
1 2 3	Making Entries on the Record Drawings:		
4 5 6 7 8 9 10 11 12 13 14 15	 Use erasable colored pencil (not inl conforming to the following color color Additions - Red Deletions - Red Deletions - Green Comments - Blue Dimensions- Graphite Provide the applicable reference for the request for information (RFI) nu Date all entries. Clearly identify all items in the entry Drawings (such as pipe symbols, colored) 	<) for all markings on the ode: r all entries, such as the mber, or the approved with notes similar to the enterline elevations, m	ne Record Drawings, e change order number, shop drawing number. hose in the Contract aterials, pipe joint
10 17 18 19 20 21 22	The Contractor shall certify on the Record depiction of built conditions, and in confor The Contractor shall submit final Record I Contracting Agency acceptance of the Re achieving Physical Completion.	Drawings that said dra mance with the require Drawings to the Contra cord Drawings is one o	awings are an accurate ments detailed above. cting Agency. of the requirements for
23 24	Payment will be made for the following bio	l item:	
24	Record Drawings (Minimum Bid \$\$1,500\$\$)		Lump Sum
25 26 27 28 29 30	Payment for this item will be made on a pr accordance with this section up to 75% of sum item will be paid upon submittal and prepared in conformance with these Spec	rorated monthly basis f the lump sum bid. Th approval of the comple ial Provisions.	or work completed in e final 25% of the lump ted Record Drawings set
31 32 33	A minimum bid amount has been entered must bid at least that amount.	in the Bid Proposal for	this item. The Contractor
34 35 36	1-06 Control of Material		
37 38 30	1-06.6 Recycled Materials (January 4, 2016 APWA GSP)		
40	Delete this Section, including its subsections,	and replace it with the	following:
41 42 43 44 45	The Contractor shall make their best effor of the project. Approval of such material u Standard Specifications.	t to utilize recycled ma use shall be as detailed	terials in the construction d elsewhere in the
45 46 47 48	Prior to Physical Completion the Contractor that were utilized in the construction of the 9-03.21. The report shall include hot mix	or shall report the quar project for each of the asphalt, recycled conc	ntity of recycled materials e items listed in Section rete aggregate, recycled

glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

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1-07 Legal Relations and Responsibilities to the Public

- 8 **1-07.1** Laws to be Observed
- 9 (October 1, 2005 APWA GSP)
- 10 Supplement this Section with the following: 11
 - In cases of conflict between different safety regulations, the more stringent regulation shall apply.

15 The Washington State Department of Labor and Industries shall be the sole and 16 paramount administrative agency responsible for the administration of the provisions of 17 the Washington Industrial Safety and Health Act of 1973 (WISHA).

1819The Contractor shall maintain at the project site office, or other well known place at the20project site, all articles necessary for providing first aid to the injured. The Contractor shall21establish, publish, and make known to all employees, procedures for ensuring immediate22removal to a hospital, or doctor's care, persons, including employees, who may have been23injured on the project site. Employees should not be permitted to Work on the project site24before the Contractor has established and made known procedures for removal of injured25persons to a hospital or a doctor's care.

- 26 27 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of 28 the Contractor's plant, appliances, and methods, and for any damage or injury resulting 29 from their failure, or improper maintenance, use, or operation. The Contractor shall be 30 solely and completely responsible for the conditions of the project site, including safety for 31 all persons and property in the performance of the Work. This requirement shall apply 32 continuously, and not be limited to normal working hours. The required or implied duty of 33 the Engineer to conduct construction review of the Contractor's performance does not. 34 and shall not, be intended to include review and adequacy of the Contractor's safety 35 measures in. on, or near the project site.
- 36

37 **1-07.2 State Taxes**

38 Delete this Section, including its sub-sections, in its entirety and replace it with the following: 39

40 **1-07.2** State Sales Tax

- 41 (June 27, 2011 APWA GSP)
- The Washington State Department of Revenue has issued special rules on the State sales
 tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor
 should contact the Washington State Department of Revenue for answers to questions in
 this area. The Contracting Agency will not adjust its payment if the Contractor bases a
 Bid on a misunderstood tax liability.
- 48
- The Contractor shall include all Contractor-paid taxes in the unit Bid prices or other
 Contract amounts. In some cases, however, State retail sales tax will not be included.
 Section 1-07.2(2) describes this exception.
- 52

1 The Contracting Agency will pay the retained percentage (or release the Contract Bond if 2 a FHWA-funded project) only if the Contractor has obtained from the Washington State 3 Department of Revenue a certificate showing that all Contract-related taxes have been 4 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the 5 Contractor any amount the Contractor may owe the Washington State Department of 6 Revenue, whether the amount owed relates to this Contract or not. Any amount so 7 deducted will be paid into the proper State fund.

8 9 10

1-07.2(1) State Sales Tax — Rule 171

11 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, 12 roads, etc., which are owned by a municipal corporation, or political subdivision of the 13 State, or by the United States, and which are used primarily for foot or vehicular traffic. 14 This includes storm or combined sewer systems within and included as a part of the street 15 or road drainage system and power lines when such are part of the Roadway lighting 16 system. For Work performed in such cases, the Contractor shall include Washington State 17 Retail Sales Taxes in the various unit Bid item prices, or other Contract amounts, including 18 those that the Contractor pays on the purchase of the materials, equipment, or supplies 19 used or consumed in doing the Work. 20

21 1-07.2(2) State Sales Tax — Rule 170 22

23 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or 24 existing buildings, or other Structures, upon real property. This includes, but is not limited 25 to, the construction of streets, roads, Highways, etc., owned by the State of Washington; 26 water mains and their appurtenances; sanitary sewers and sewage disposal systems 27 unless such sewers and disposal systems are within, and a part of, a street or road 28 drainage system; telephone, telegraph, electrical power distribution lines, or other 29 conduits or lines in or above streets or roads, unless such power lines become a part of a 30 street or road lighting system; and installing or attaching of any article of tangible personal 31 property in or to real property, whether or not such personal property becomes a part of 32 the realty by virtue of installation. 33

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.

40 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor 41 or a Subcontractor makes on the purchase or rental of tools, machinery, equipment, or 42 consumable supplies not integrated into the project. Such sales taxes shall be included 43 in the unit Bid item prices or in any other Contract amount. 44

1-07.2(3) Services

45 46

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

50

51 1-07.5(5) NOISE CONTROL AND WORK PERFORMED AT NIGHT

52 (July 1, 2019, Lynnwood GSP)

1 2 The contractor shall take all reasonable measures for the suppression of noise 3 resulting from work operations between the hours of 10:00 PM and 7:00 AM on 4 week days and, when permitted, 10:00 PM and 9:00 AM on weekends and legal 5 holidays when working in, or adjacent to, Class A Environmental Designation for 6 Noise Abatement (EDNA) areas as defined in Chapter 10.12, Lynnwood Municipal 7 Code. Mobile engine-driven cranes, loaders and similar material handling 8 equipment; engines used in stationary service for stand-by power; air compressors 9 for high- and low-pressure service; and other similar equipment shall be equipped 10 with exhaust and air intake silencers designated for use in critical noise problem 11 areas. 12

In addition to the above requirements, as a measure to mitigate noise received on residential properties, the Contractor shall perform any approved night time construction work in Lynnwood (between the hours of 10:00 PM to 7:00 AM on weekdays and, if permitted, 10:00 PM to 9:00 AM on weekends and legal holidays) under the following conditions:

- 1. All dump trucks hauling granular material to and/or from the site shall have truck beds lined with sound deadening material;
 - 2. Compression brakes will not be used;
- 3. All backup warning devices shall be broadband (white noise) or strobe types, or the Contractor may use a backup observer (cannot be a flagger) in lieu of backup warning devises as allowed by WAC 296-155-610;
- Lighting equipment shall be directed away from oncoming traffic and residences and shall be shielded as deemed necessary by the Engineer. Lighting that diffuses the light, reduces the glare, and can be directionally controlled is encouraged.
- 5. When equipment selection options are available to the Contractor, the
 Contractor is encouraged to select newer, better maintained pieces of
 equipment with the more effective noise suppression devices installed.
- Equipment such as generators, air compressors, and any other similar stationary machinery shall use approved noise mitigation shielding or portable blankets/aprons;
- The operation of portable hand or power tools, blowers or machinery
 which results in unreasonably loud and disturbing noise shall use
 approved mitigation shields and shall operate no closer than 500 feet from
 the receiving residential property;
- 38
 38. Intermittently used equipment shall not be left idling for more than five (5)
 39 minutes;
 - Pneumatic tools shall have intake and exhaust mufflers, electrically driven tools are preferred;
- 42
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 10. To the greatest extent possible, impact work, such as pile driving, jack hammering, hoe rams, hoe compactors, sawcutting, etc., will not be conducted during night time hours from 10:00 PM to 7:00 AM on weekdays and 10:00 PM to 9:00 AM on weekends and legal holidays.

47 **1-07.6** Permits and Licenses

- 48 Section 1-07.6 is supplemented with the following:
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1	(Jar	nuary 2, 2018 WSDOT GSP)
2	The	Contracting Agency has obtained the below-listed permit(s) for this project. A copy of
3	the	permit(s) is attached as an appendix for informational purposes. Copies of these
4	perr	nits, including a copy of the Transfer of Coverage form, when applicable, are required
5	to b	e onsite at all times.
6		
7	Con	tact with the permitting agencies, concerning the below-listed permit(s) shall be
8	thro	ugh the Engineer with the exception of when Construction Stormwater General Permit
g		erage is transferred to the Contractor, direct communication with the Department of
10	Eco	logy is allowed. The Contractor shall be responsible for obtaining Ecology's approval
10	for	where requiring additional approvals (e.g. Request for Chemical Treatment Form)
12	The	Contractor shall obtain additional permits as pecessary. All costs to obtain and
12	000	with additional parmits shall be included in the applicable Rid items for the Work
13	invo	ipiy with additional permits shall be included in the applicable bid items for the work
14	inve	
13	*** /	Construction Stormounter Consul Dermit ***
10	(Jonstruction Stormwater General Permit
1/	4 07 0/4	
18	1-07.6(1	I) Local Permits and Licenses
19	(April 8,	2019, Lynnwood GSP)
20		
21	Section	1-07.6(1) is added as follows:
22		
23	The	Contracting Agency has applied and paid for the following permits in conjunction with
24	this	project. The Contractor shall be responsible for picking up these permits at the
25	Lyni	nwood Permit Center, 20816 44 th Ave W, Suite 230. A Washington State Contractors
26	licer	nse and City of Lynnwood Business License are required before local permits will be
27	issu	ed by City of Lynnwood.
28		
29	Gra	ding Permit – City of Lynnwood
30		
31	It is	the Contractor's responsibility to apply and pay for the following permits which have
32	bee	n identified as required for this project. The Contractor shall also be responsible to
33	app	ly and pay for any other unidentified permits which may be required. All costs to obtain
34	and	comply with these permits shall be included in the applicable Bid items for the work
35	invo	lved.
36		
37	Elec	ctrical Permit – City of Lynnwood
38	Wee	ekend Work Permit – City of Lynnwood
39		- , ,
40	1-07.7	Load Limits
41	Section	1-07 7 is supplemented with the following:
12	Coolon	r or in bupplemented with the following.
42 13	(1/1-	rch 13 1005 M/SDOT CSP)
	(IVIA) If th	a sources of materials provided by the Contractor peoplecitates bauling over reade
44	n ui otha	or than State Highways, the Contractor shall at the Contractor's expanse, make all
+J 16	orro	indements for the use of the baul routes
+0 17	ana	ingements for the use of the naul loutes.
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40 40	1-07.9	wayes
47 50	4 0	7 0/5) Paguirad Decumanta
50	1-0	

 50
 1-07.9(5) Required Documents

 51
 Section 1-07.9(5) is revised to read:

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2	(January 6, 2020 WSDOT GSP)
3	General
4	All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and
5	Certified Payrolls, including a signed Statement of Compliance for Federal-aid
6	projects shall be submitted to the Engineer using the State I & Online Prevailing
7	Wage Intent & Affidavit (PWIA) system
8	
9	Intents and Affidavits
10	On forms provided by the Industrial Statistician of State I &I, the Contractor shall
11	submit to the Engineer the following for themselves and for each firm covered under
12	RCW 39 12 that will or has provided Work and materials for the Contract.
13	
14	1. The approved "Statement of Intent to Pay Prevailing Wages" State I &I's
15	form number F700-029-000. The Contracting Agency will make no
16	payment under this Contract until this statement has been approved by
17	State I &I and reviewed by the Engineer.
18	
19	2. The approved "Affidavit of Prevailing Wages Paid". State L&I's form
20	number F700-007-000. The Contracting Agency will not grant Completion
21	until all approved Affidavit of Wages paid for the Contractor and all
22	Subcontractors have been received by the Engineer. The Contracting
23	Agency will not release to the Contractor any funds retained under RCW
24	60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been
25	approved by State L&I and all of the approved forms have been submitted
26	to the Engineer for every firm that worked on the Contract.
27	
28	The Contractor is responsible for requesting these forms from State L&I and for
29	paying any fees required by State L&I.
30	
31	Certified Payrolls
32	Certified payrolls are required to be submitted by the Contractor for themselves, all
33	Subcontractors and all lower tier subcontractors. The payrolls shall be submitted
34	weekly on all Federal-aid projects and no less than monthly on State funded
35	projects.
36	
37	Penalties for Noncompliance
38	The Contractor is advised, if these payrolls are not supplied within the prescribed
39	deadlines, any or all payments may be withheld until compliance is achieved. In
40	addition, failure to provide these payrolls may result in other sanctions as provided
41	by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).
42	
43	1-07.15 Temporary Water Pollution/Erosion Control
44	
45	1-07.15(1) Spill Prevention, Control, and Countermeasures Plan
46	(December 6, 2018, Lynnwood GSP)
47	
48	The last sentence of the first paragraph of Section 1-07.15(1) is deleted and replaced with:
49	
50	The Contractor shall use the City of Lynnwood SPCC Plan template, available on the
51	City's website at http://www.lynnwoodwa.gov/City-Services/EnvironmentalSurface-

- Water-and-Storm-Water/Environmental-Documents-and-Reports.htm, in lieu of the WSDOT template.
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1-07.17 Utilities and Similar Facilities

- Section 1-07.17 is supplemented with the following:
 - (April 2, 2007 WSDOT GSP)

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

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

13 14

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City of Lynnwood Water & Sewer	Snohomish County PUD, Electric
Jared Bond	Erin Burke
425-670-5207	425-783-4745
Alderwood Water and Wastewater	Wave Broadband
Pat Peck	Jeremy Anderson
425-743-8913	425-319-0216
Puget Sound Energy, Gas	Comcast
Eric Liaw	Joe Fordon
425-495-3297	425-263-5348
Frontier	Zayo
Adam Diaz	Jason Accuardi
425-261-0134	206-456-3969
CenturyLink	Edmonds School District #15
Daniel Beach	Benjamin Mount
253-851-1259	Transportation Director
	Mountb276@edmonds.wednet.edu
	425-431-7230
Waste Management	Republic Services
Rich Rinehart	Courtney Crouch
425-420-1717	425-646-2449
South Snohomish County Fire & Rescue	Lynnwood Police Department
Aaron Huckstep,	David Harris
Lynnwood Deputy Fire Marshall	Traffic Sergeant
425-670-5330	dharris@lynnwoodwa.gov
	425-670-5642
Lynnwood Post Office	Community Transit
Matthew Patton	Construction.supervisor@commtrans.org
425-774-6357	425-348-7191
Edmonds Community College	
Rose Mesec	
425-640-1420	
Public Convenience and Safety 1 1-07.23

Section 1-07.23 is supplemented with the following: 3

When directed by the Engineer, the Contractor shall provide additional elements of public convenience and safety as a result of Contracting Agency public events that could affect the public convenience of safety or local business or residential concerns not otherwise indicated in the Plans or within these Specifications. These elements include, but may not be limited to, sign installation or removal, pedestrian safeguards or pathways, and access to local businesses. Such additional work, if required, shall be paid for as set forth in section 1-04.4(1) Unexpected Site Changes of these Special Provisions.

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1-07.23(1) Construction Under Traffic

- 13 (May 2, 2017 APWA GSP)
- 14 Revise the third sentence of the second paragraph to read:
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16 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved by the Contracting Agency activating pedestrian recall timing or other 18 accommodation may be allowed during construction.

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

(January 2, 2012 WSDOT GSP)

23 Work Zone Clear Zone

24 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. 25 The WZCZ applies only to temporary roadside objects introduced by the Contractor's 26 operations and does not apply to preexisting conditions or permanent Work. Those 27 Work operations that are actively in progress shall be in accordance with adopted 28 and approved Traffic Control Plans, and other Contract requirements. 29

30 During nonworking hours equipment or materials shall not be within the WZCZ 31 unless they are protected by permanent guardrail or temporary concrete barrier. The 32 use of temporary concrete barrier shall be permitted only if the Engineer approves 33 the installation and location.

35 During actual hours of Work, unless protected as described above, only materials 36 absolutely necessary to construction shall be within the WZCZ and only construction 37 vehicles absolutely necessary to construction shall be allowed within the WZCZ or 38 allowed to stop or park on the Shoulder of the Roadway.

40 The Contractor's nonessential vehicles and employees private vehicles shall not be 41 permitted to park within the WZCZ at any time unless protected as described above. 42

- 43 Deviation from the above requirements shall not occur unless the Contractor has 44 requested the deviation in writing and the Engineer has provided written approval.
- 45 46 Minimum WZCZ distances are measured from the edge of Traveled Way and will be 47 determined as follows:
- 48

		Regulatory	Distance From	
		Posted Speed	Traveled Way	
		25 mph or loss		
		30 mph of less	10	
		40 mpn	15	
		45 to 55 mpn	20	
1		60 mph or greater	30	
	*	or 2-feet beyond the outs	ide edge of sidewalk	
23	M	inimum Work Zone C	lear Zone Distance	
4	Lanuary E 201E M/			
5 6 7	Lane closures are su	bject to the following re	estrictions:	
8	***			
9	The Contractor	shall follow the require	ements as shown in the pl	ans for traffic control
10 11	sequencing. In following require	addition to sequencing	g requirements, the work	is subject to the
12	Contractor	shall verify that all busi	nesses have alternate ac	cess points that can
12	be used wh	 Contractor shall verify that all businesses have alternate access points that can be used while access point within work area is blocked. If no congrete access 		
14	area exists	Contractor shall coord	linate with the business of	wner for the short-
15	term closure of their access during construction activities			
16	 Emergency 	Emergency vehicles will be provided access at all times		
17	At the end of the	 At the end of the Contractor's Work day, and at the end of the Work week 		
18	(Thursday o	(Thursday or Friday), the Contractor shall ensure that two lanes of traffic are		
19	open and a	open and available to provide for two way traffic during non-Working hours, and		
20	non-Workin	n-Working days. The Contractor may stage equipment and materials in the		
20	lane to rem	to remain closed.		
$\frac{21}{22}$	 Weekend W 	lork will be allowed to a	construct the improvement	nts at the intersection
22	of 68 th Ave	W and 200 th St_SW o	only. The Contractor will b	e allowed to close
23	each interse	each intersection up to two (2) times each to complete the Work. The Contractor		
25	will be requ	ired to submit a Traffic	Control Plan to the Engin	eer for review and
26	approval de	tailing the Work perfor	med, and required traffic	control measures for
27	the Work, th	the Work, the planned hours of work including traffic control set up and		
28	breakdown, 5 working days prior to the planned weekend of Work.			
29	 Maintain local access at all times, including for driveway accesses 			
30	In addition t	o maintaining access	work for temporary closur	res as noted in the
31	Plans Sheet TC1-TC4 shall be incidental to other items			
31	 Night Work 	may be allowed with n	rior written approval from	the Engineer only
32	• Night Work	68 th Avo W and spor	rifically prohibited on the	other project sites
33	The Contractor will be required to submit a Troffic Control Dian to the Engineer			
34	The Contractor will be required to submit a Traffic Control Plan to the Engineer			
36	ior review and approval detailing the work performed, and required traffic			
30	control set i	in and breakdown 5 w	orking days prior to the p	lanned night of
20	Work Soo	and bieakuuwii, 5 w	107 = 107 = 107	nameu night oi
20 20	WORK. See		S IT SECTOR 1-07.5(5)	
39 40	If the Engineer	datarminaa tha narmitt	ad alagura baura advaraa	by offect troffic the
40		determines the permit	ed closure nours adverse	ery affect traffic, the
+1 12		ujust the nours accord	ngiy. The Engineer will f	
42 13	in writing or any	r change in the closure	nouis.	
43 11	Lano elecureo (are not allowed on any	of the following:	
44 15	Lane Closures a	are not anowed on any	or the following.	
+J				

2 3 2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or 4 Monday are considered a holiday weekend. A holiday weekend includes 5 Saturday, Sunday, and the holiday. 6 7 3. After *** noon *** on the day prior to a holiday or holiday weekend, and 8 4. Before *** noon *** on the day after the holiday or holiday weekend. 9 10 11 1-07.23(3) Pedestrian Control and Protection 12 Section 1-07.23(3) is added as follows: 13 14 If no alternative is proposed within the Contract Plans, all existing pedestrian routes 15 and access points within the project limits, including sidewalks, paths, and 16 crosswalks, shall remain open and clear at all times. In the event Work interferes 17 with an existing pedestrian route, an alternate accessible route shall be provided by the Contractor. The Contractor shall submit to the Engineer for approval a 18 19 Pedestrian Traffic Control Plan (PTCP) that complies with the MUTCD, ADA 20 requirements, and these Special Provisions. Contractor proposed PTCPs detailing 21 the alternative accessible pedestrian route shall be approved by the Engineer prior 22 to implementation. The Engineer will have a 5-working day review period. Each 23 time the plan is returned for correction, an additional 5-working day review period 24 may be necessary. 25 26 When the Engineer allows Work areas to encroach upon a sidewalk or crosswalk 27 area, and minimum clear width of 48-inches cannot be maintained for pedestrian 28 use, an alternative accessible pedestrian route shall be provided. Separation of 29 pedestrians from the Work area and vehicular traffic is required. 30 31 Protective barricades, fencing, and bridges, together with warning and guidance 32 devices and signs, shall be utilized so that the passageway for pedestrians is safe, 33 well defined and accessible. Whenever pedestrian walkways are provided across 34 excavations, they shall be provided with suitable handrails. Foot bridges shall be 35 safe, strong, and free of bounce and sway, have a slip resistant coating, and be free 36 of cracks, holes and irregularities that could cause tripping. Ramps, with a 37 maximum slope of 8.3%, shall be provided at the entrance and exit of all raised 38 footbridges. The maximum cross slope shall be 2.0%. When the existing facility is 39 illuminated or PTCP's requires illumination, illumination shall be provided during the 40 hours of darkness. Retroreflective delineation shall be provided during hours of 41 darkness. 42 43 Where the Engineer allows accessible pedestrian routes to be closed during 44 construction, an alternate accessible pedestrian route shall be provided that 45 complies with the MUTCD, ADA requirements and these Provisions. The alternate 46 accessible pedestrian route shall not have abrupt changes in grade or terrain. 47 Barriers and channelizing devices shall be detectable to pedestrians who have 48 visual disabilities. Where it is necessary to divert pedestrians into the Roadway, 49 barricading or channelizing devices shall be provided to separate the pedestrian 50 route from the adjacent vehicular traffic lane, as detailed in the Plans. Barricading or 51 channelizing devices used to separate pedestrian and vehicular traffic shall be 52 crashworthy and, when struck by vehicles, present a minimum threat to 53 pedestrians, workers, and occupants of impacting vehicles. At no time shall

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1. A holiday,

1 2 3	pedestrians be diverted into a portion of the street used concurrently by moving vehicular traffic.
4 5	Revisions to traffic control or pedestrian control Plans shall be in accordance with 1-10.2.
6 7 8	In addition, the PTCPs shall address the following:
9 10	• All pedestrians, including persons with disabilities, shall be provided with a safe and accessible route.
11 12 13 14 15 16 17 18	• The width of the existing pedestrian facility shall be maintained if possible. When it is not possible to maintain a minimum width of 60-inches throughout the entire length of the pedestrian route, a minimum width of 48-inches shall be provided with 60-inch x 60-inch passing zones spaced at maximum intervals of 200-feet to allow individuals in wheelchairs to pass.
19 20 21 22	• Traffic control devices and other construction materials and features shall not intrude into the usable width of the sidewalk, alternate accessible pedestrian route, or other pedestrian facility.
22 23 24 25 26	• Signs and other devices mounted lower than 84-inches above the temporary accessible pedestrian route shall not project more than 4-inches into the accessible pedestrian route.
27 28 29 30 31 32 33	• A smooth, continuous hard surface shall be provided throughout the entire length and width of the pedestrian route throughout construction. There shall be no curbs or vertical elevation changes greater than ½-inch in grade or terrain that could cause tripping or be a barrier to wheelchair use. Vertical elevation differences between ¼-inch and ½-inch shall be beveled at a maximum 2:1 slope.
34 35 36 37 38 39 40	• When channelization is used to delineate a pedestrian pathway, a continuous detectable edging shall be provided throughout the length of the facility such that pedestrians using a cane can follow it. Edging shall protrude at least 6-inches above the surface of the sidewalk or pathway with the bottom of the edging a maximum of 2-1/2 inches above the surface.
41 42 43 44 45 46 47 48	• Temporary ramps shall be provided when an alternate accessible pedestrian route crosses a curb and no permanent curb ramps are in place. The width of the curb ramp shall be a minimum of 48-inches and the maximum slope of the ramp shall be 8.3%. The maximum cross slope shall be 2.0%. The bottom of the curb ramp shall be flush with the Roadway. Temporary detectable warning mats shall be installed at street crossings.
40 49 50 51 52	• When possible, an alternate accessible pedestrian route shall be provided on the same side of the street as the disrupted route. When it is not possible, the alternate route shall be clearly identified at the nearest intersection crossing prior to the closure area.

- 2 Information regarding closed pedestrian routes, alternate crossings, and 3 sign and signal information shall be communicated to pedestrians with 4 visual disabilities by providing devices such as audible information 5 devices, accessible pedestrian signals, or barriers and channelizing 6 devices that are detectable to the pedestrians traveling with the aid of a 7 cane or who have low vision. 8 9 It is desirable that pedestrians cross to the opposite side of the Roadway • 10 at intersections rather than mid-block. Appropriate signing shall be placed 11 at the intersections prior to any pedestrian route closure. 12 13 At locations where adjacent alternate walkways cannot be provided, • 14 appropriate signs shall be posted at the limits of construction and in 15 advance of the closure at the nearest crosswalk or intersection, to divert 16 pedestrians across the street. Physical barricades shall be installed to 17 prevent visually impaired people from inadvertently entering a closed 18 area. 19 20 Measurement 21 No specific unit of measurement will apply to the lump sum item for Pedestrian 22 Traffic Control. 23 24 Pavment 25 Payment will be made for the following Bid item when included in the Proposal: 26 27 "Pedestrian Traffic Control", lump sum. 28 The lump sum Contract payment for "Pedestrian Traffic Control" shall be full 29 compensation for all Work necessary to provide pedestrian control and 30 protection as specified including installation, maintenance and removal of 31 temporary pedestrian routes, protective barricades, fencing, detours, signs and 32 bridges, warning and guidance devices, and temporary pavement surfacing as 33 needed to perform Work. 34 35 1-07.24 **Rights of Way** 36 (Julv 23. 2015 APWA GSP) 37 Delete this Section and replace it with the following: 38 39 Street Right of Way lines, limits of easements, and limits of construction permits are 40 indicated in the Plans. The Contractor's construction activities shall be confined within 41 these limits, unless arrangements for use of private property are made. 42 43 Generally, the Contracting Agency will have obtained, prior to Bid opening, all Rights of 44 Way and easements, both permanent and temporary, necessary for carrying out the Work. 45 Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's 46 attention by a duly issued Addendum. 47 48 Whenever any of the Work is accomplished on or through property other than public Right 49 of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement 50 agreement obtained by the Contracting Agency from the owner of the private property.
- 51 Copies of the easement agreements may be included in the Contract Provisions or made
- 52 available to the Contractor as soon as practical after they have been obtained by the 53 Engineer.

- 1 2 Whenever easements or rights of entry have not been acquired prior to advertising, these 3 areas are so noted in the Plans. The Contractor shall not proceed with any portion of the 4 Work in areas where Right of Way, easements or rights of entry have not been acquired 5 until the Engineer certifies to the Contractor that the Right of Way or easement is available 6 or that the right of entry has been received. If the Contractor is delayed due to acts of 7 omission on the part of the Contracting Agency in obtaining easements, rights of entry or 8 Right of Way, the Contractor will be entitled to an extension of time. The Contractor agrees 9 that such delay shall not be a breach of Contract.
- 10 11

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35 36 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

14 15 The Contractor shall be responsible for providing, without expense or liability to the 16 Contracting Agency, any additional land and access thereto that the Contractor may desire 17 for temporary construction facilities, storage of materials, or other Contractor needs. 18 However, before using any private property, whether adjoining the Work or not, the Contractor shall file with the Engineer a written permission of the private property owner, 19 20 and, upon vacating the premises, a written release from the property owner of each 21 property disturbed or otherwise interfered with by reasons of construction pursued under 22 this Contract. The statement shall be signed by the private property owner, or proper 23 authority acting for the owner of the private property affected, stating that permission has 24 been granted to use the property and all necessary permits have been obtained or, in the 25 case of a release, that the restoration of the property has been satisfactorily accomplished. 26 The statement shall include the parcel number, address, and date of signature. Written 27 releases must be filed with the Engineer before the Completion Date will be established.

30 **Prosecution and Progress** 1-08 31

Add the following new Section:

1-08.0 **Preliminary Matters**

(May 25, 2006 APWA GSP)

Add the following new Section:

37	-
38	1-08.0(1) Preconstruction Conference
39	(October 10, 2008 APWA GSP)
40	
41	Prior to the Contractor beginning the Work, a Preconstruction Conference will be
42	held between the Contractor, the Engineer and such other interested parties as may
43	be invited. The purpose of the Preconstruction Conference will be:
44	1. To review the initial progress schedule;
45	2. To establish a working understanding among the various parties associated
46	or affected by the Work;
47	3. To establish and review procedures for progress payment, notifications,
48	approvals, submittals, etc.;
49	To establish normal working hours for the Work;
50	To review safety standards and traffic control; and
51	6. To discuss such other related items as may be pertinent to the Work.
52	

1	The Contractor shall prepare and submit at the Preconstruction Conference the
2	TOIlowing:
3	1. A breakdown of all lump sum items;
4	2. A preliminary schedule of working Drawing submittals; and
5	3. A list of material sources for approval if applicable.
6	
7	(January 16, 2020, Lynnwood GSP)
8	
9	This section is supplemented with the following:
10	
11	Prior to the Preconstruction Conference, and prior to beginning work at the site
12	and/or incorporation of materials and equipment into the project, the Contractor
13	shall prepare, submit, and/or obtain approval from the Contracting Agency for the
14	following:
15	
16	1. Spill Prevention, Control & Countermeasures (SPCC) Plan – Per Section 1-
17	07 15(1).
18	 Storm Water Pollution Prevention Plan (SWPPP) – Per Section 8-01 3(1)A
10	2. Storm water rollation revention rhan (Swith $r = r$ crocettor $r = 0.3(r)$ A.
19	Add the following new Section:
20	Add the following new Section.
21	1 00 0/0) Herme of Work
22	1-08.0(2) HOURS OF WORK
23	(December 8, 2014 APWA GSP)
24	
25	Except in the case of emergency or unless otherwise approved by the Engineer, the
26	normal working hours for the Contract shall be any consecutive 8-hour period
27	between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch
28	break. If the Contractor desires different than the normal working hours stated
29	above, the request must be submitted in writing prior to the Preconstruction
30	Conference, subject to the provisions below. The working hours for the Contract
31	shall be established at or prior to the Preconstruction Conference.
32	
33	All working hours and days are also subject to local permit and ordinance conditions
34	(such as noise ordinances).
35	()
36	If the Contractor wishes to deviate from the established working hours, the
37	Contractor shall submit a written request to the Engineer for consideration. This
38	request shall state what hours are being requested and why Requests shall be
39	submitted for review no later than 14 days prior to the day(s) the Contractor is
40	requesting to change the hours
41	requesting to change the nours.
42	If the Contracting Agency approves such a deviation, such approval may be subject
42	to contain other conditions, which will be detailed in writing. For example:
43	to certain other conditions, which will be detailed in whiting. For example,
44	1. On non-rederat and projects, requiring the contractor to reindurse the
43	Contracting Agency for the costs in excess of straight-time costs for
40	Contracting Agency representatives who worked during such times. (The
4/	Engineer may require designated representatives to be present during the
48	vvork. Representatives who may be deemed necessary by the Engineer
49	include, but are not limited to: survey crews; personnel from the Contracting
50	Agency's material testing lab; Inspectors; and other Contracting Agency
51	employees or third party consultants when, in the opinion of the Engineer,
52	such Work necessitates their presence.)

$\frac{1}{2}$	 Considering the Work performed on Saturdays, Sundays, and holidays as working days with regard to the Contract time
$\frac{2}{3}$	3 Considering multiple Work shifts as multiple working days with respect to
<u>л</u>	Contract time even though the multiple shifts occur in a single 24-hour period
5	A If a A_10 Work schedule is requested and approved the non-working day for
5	4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day
07	Ine week will be charged as a working day.
/ 0	5. If Davis Bacon wage rates apply to this Contract, all requirements must be
0	met and recorded propeny on certilied payroli.
9	1.09.1 Subcontracting
10	1-08.1 Subcontracting
11	Section 1-08.1 is supplemented with the following:
12	(October 12, 1998 WSDOT GSP)
13	
14	Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall
15	submit to the Engineer a certification (WSDOT Form 420-004 EF) that a written agreement
16	between the Contractor and the subcontractor or between the subcontractor and any
17	lower tier subcontractor has been executed. This certification shall also guarantee that
18	these subcontract agreements include all the documents required by the Special Provision
19	Federal Agency Inspection.
20	
21	A Subcontractor or lower tier Subcontractor will not be permitted to perform any work
22	under the contract until the following documents have been completed and submitted to
23	the Engineer:
24	
25	 Request to Sublet Work (Form 421-012 EF), and
26	2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for
27	Federal-aid Projects (Form 420-004 EF).
28	
29	The Contractor's records pertaining to the requirements of this Special Provision shall be
30	open to inspection or audit by representatives of the Contracting Agency during the life of
31	the contract and for a period of not less than three years after the date of acceptance of
32	the contract. The Contractor shall retain these records for that period. The Contractor
33	shall also guarantee that these records of all Subcontractors and lower tier Subcontractors
34	shall be available and open to similar inspection or audit for the same time period.
35	
36	1-08.1 Subcontracting
37	(May 30, 2019 APWA GSP, Option B)
38	
39	Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify".
40	
41	1-08.3 Progress Schedule
42	······································
43	1-08.3(2) Progress Schedule Types
44	·····(-) ·······························
45	1-08.3(2)B Type B Progress Schedule
46	(March 13, 2012 APWA GSP)
47	
48	Revise the first paragraph to read
49	······································
50	The Contractor shall submit a preliminary Type B Progress Schedule at or prior to
51	the preconstruction conference. The preliminary Type B Progress Schedule shall
52	comply with all of these requirements and the requirements of Section 1-08.3(1)

except that it may be limited to only those activities occurring within the first 60working days of the project.

- Revise the first sentence of the second paragraph to read:
 - The Contractor shall submit <u>10</u> copies of a Type B Progress Schedule depicting the entire project no later than 21-calendar days after the <u>preconstruction conference</u>.

1-08.4 Prosecution of Work

10 Delete this Section and replace it with the following:

12 **1-08.4** Notice to Proceed and Prosecution of Work

13 (July 23, 2015 APWA GSP)

15 Notice to Proceed will be given after the Contract has been executed and the Contract 16 bond and evidence of insurance have been approved and filed by the Contracting Agency. 17 The Contractor shall not commence with the Work until the Notice to Proceed has been 18 given by the Engineer. The Contractor shall commence construction activities on the 19 project site within ten days of the Notice to Proceed Date, unless otherwise approved in 20 writing. The Contractor shall diligently pursue the Work to the Physical Completion Date 21 within the time specified in the Contract. Voluntary shutdown or slowing of operations by 22 the Contractor shall not relieve the Contractor of the responsibility to complete the Work 23 within the time(s) specified in the Contract. 24

When shown in the Plans, the first order of Work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the Roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with Section 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other Work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

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Section 1-08.4 is supplemented with the following:

ORDER OF WORK

The general order of Work is as follows:

- Installation of TESC measures
- Installation of construction signing
- 41 Prior to pavement removal and overlay Work, the following elements of Work shall be 42 completed:
 - Removal and installation of pedestrian signal systems

45 Following the completion of the final lift of HMA, the following elements of Work shall be 46 completed:

- Raising of existing utility surface Structures (i.e., manhole lids, catch basin lids, monument covers, gas valve covers, water valve covers, etc.)
- 50 The following areas of Work may be completed at any time:
- Installation of signs

1	
2	Weekend Work required at 68 th Ave. W. and 200 th St. SW shall be completed so that the
3	cement concrete sidewalks, curb ramps, and curbs and gutters are removed and
4	replaced concurrently with pavement preparation and paving operations throughout the
5	weekend, as approved by the Engineer.
6	
7	1-08 5 Time for Completion
8	(March 13, 1995 WSDOT GSP)
9	Section 1-08.5 is supplemented with the following:
10	
11	This project shall be physically completed within *** 60 *** working days
12	
13	(November 30, 2018 APWA GSP, Option B)
14	Revise the third and fourth paragraphs to read:
15	
16	Contract time shall begin on the first working day following the tenth calendar day after
17	the Notice to Proceed date. If the Contractor starts work on the project at an earlier date.
18	then contract time shall begin on the first working day when onsite work begins.
19	
20	Each working day shall be charged to the contract as it occurs, until the contract work is
21	physically complete. If substantial completion has been granted and all the authorized
22	working days have been used, charging of working days will cease. Each week the
23	Engineer will provide the Contractor a statement that shows the number of working days:
24	(1) charged to the contract the week before; (2) specified for the physical completion of
25	the contract; and (3) remaining for the physical completion of the contract. The statement
26	will also show the nonworking days and any partial or whole day the Engineer declares
27	as unworkable. Within 10 calendar days after the date of each statement, the Contractor
28	shall file a written protest of any alleged discrepancies in it. To be considered by the
29	Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the
30	basis and amount of time disputed. By not filing such detailed protest in that period, the
31	Contractor shall be deemed as having accepted the statement as correct. If the
32	Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and
33	the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a
34	working day, then the fifth day of that week will be charged as a working day whether or
35	not the Contractor works on that day.
36	
37	Revise the sixth paragraph to read:
38	
39	The Engineer will give the Contractor written notice of the completion date of the contract
40	after all the Contractor's obligations under the contract have been performed by the
41	Contractor. The following events must occur before the Completion Date can be
42	established:
43	1. The physical work on the project must be complete; and
4.4	2. The Contractor must furnish all desumantation required by the contract and required
44	2. The Contractor must runnish all documentation required by the contract and required by the contrest and required by the contract and required by the contrest
43 46	The following documents must be received by the Project Engineer prior to
40 17	establishing a completion date:
+/ 10	c_{a} Contributed Device (nor Section 4.07.0(5))
4ð	a. Certified Payrolis (per Section 1-07.9(5)).
49	b. Material Acceptance Certification Documents
50	c. Monthly Reports of Amounts Credited as DBE Participation, as required by the
51	Contract Provisions.

- 1 d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
 - g. Property owner releases per Section 1-07.24
- 11 12

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- Section 1-08.5 is supplemented with the following:
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City of Lynnwood Recognized Holidays

Holiday	Date Observed
New Year's Day	First day of January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in
	November
Day After Thanksgiving	When observed
Christmas Day	December 25th

16

- Holiday Falls on Saturday or Sunday: If any holiday mentioned above falls on a
 Saturday, the preceding Friday shall be given as a holiday. If the holiday falls on a
 Sunday, the following Monday shall be given as a holiday.
- 20

23

21 **1-08.6 Suspension of Work**

- 22 Section 1-08.6 is supplemented with the following:
- 24 (January 2, 2018 WSDOT GSP)

Contract time may be suspended for procurement of critical materials (Procurement
 Suspension). In order to receive a Procurement Suspension, the Contractor shall within
 21 calendar days after execution by the Contracting Agency, place purchase orders for all
 materials deemed critical by the Contracting Agency for Physical Completion of the
 Contract. The Contractor shall provide copies of purchase orders for the critical materials.
 Such purchase orders shall disclose the purchase order date and estimated delivery dates
 for such critical material.

32

The Contractor shall show procurement of the materials listed below as activities in the Progress Schedule. If the approved Progress Schedule indicates that the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar days, then Contract time will be suspended upon Physical Completion of all critical Work except that Work dependent upon the below listed critical materials:

- *** Permanent Signing Traffic Signal System Modifications (68th Ave W and 200th St SW)
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Charging of Contract time will resume upon delivery of the critical materials to the Contractor or 120 calendar days after execution by the Contracting Agency, whichever occurs first.

9 1-08.9 Liquidated Damages

- 10 Section 1-08.9 is revised to read:
- 12 (December 2, 2019 WSDOT GSP)

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

- 18 Accordingly, the Contractor agrees:
 - To pay liquidated damages in the amount of *** \$\$2,400\$\$ *** for each working day beyond the number of working days established for Physical Completion, and
 - 2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

26 When the Contract Work has progressed to the extent that the Contracting Agency has 27 full use and benefit of the facilities, both from the operational and safety standpoint, all the 28 initial plantings are completed and only minor incidental Work, replacement of temporary 29 substitute facilities, plant establishment periods, or correction or repair remains to 30 physically complete the total Contract, the Engineer may determine the Contract Work is 31 substantially complete. The Engineer will notify the Contractor in writing of the Substantial 32 Completion Date. For overruns in Contract time occurring after the date so established. 33 liquidated damages shown above will not apply. For overruns in Contract time occurring 34 after the Substantial Completion Date, liquidated damages shall be assessed on the basis 35 of direct engineering and related costs assignable to the project until the actual Physical 36 Completion Date of all the Contract Work. The Contractor shall complete the remaining 37 Work as promptly as possible. Upon request by the Engineer, the Contractor shall furnish 38 a written schedule for completing the physical Work on the Contract.

Liquidated damages will not be assessed for any days for which an extension of time is
 granted. No deduction or payment of liquidated damages will, in any degree, release the
 Contractor from further obligations and liabilities to complete the entire Contract.

44 (August 14, 2013 APWA GSP)

45 Revise the fourth paragraph to read:

46

43

39

47 When the Contract Work has progressed to <u>Substantial Completion as defined in the</u> 48 <u>Contract</u>, the Engineer may determine that the Work is Substantially Complete. The 49 Engineer will notify the Contractor in writing of the Substantial Completion Date. For 50 overruns in Contract time occurring after the date so established, the formula for liquidated 51 damages shown above will not apply. For overruns in Contract time occurring after the 52 Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

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1-09 Measurement and Payment

9 **1-09.2(1)** General Requirements for Weighing Equipment

10 (July 23, 2015 APWA GSP, Option 2)

11 Revise item 4 of the fifth paragraph to read:

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13 14 4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily Report, <u>unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form</u>. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

19 **1-09.2(5)** Measurement

- 20 (May 2, 2017 APWA GSP)
- 21 Revise the first paragraph to read:
- 22 23

24

25

26

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

27 **1-09.6 Force Account**

28 (October 10, 2008 APWA GSP)

29 Supplement this Section with the following:

30

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common Proposal for Bidders. All such dollar amounts are to become a part of Contractor's total Bid. However, the Contracting Agency does not warrant expressly or by implication that the actual amount of Work will correspond with those estimates. Payment will be made on the basis of the amount of Work actually authorized by Engineer.

3738 **1-09.9 Payments**

39 (March 13, 2012 APWA GSP)

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

41

42 The basis of payment will be the actual quantities of Work performed according to the 43 Contract and as specified for payment.

44

The Contractor shall submit a breakdown of the cost of lump sum Bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of Work shall be final. Progress payments for completed Work and material on hand will be based upon progress
 estimates prepared by the Engineer. A progress estimate cutoff date will be established
 at the Preconstruction Conference.

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

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

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

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

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

35 **1-09.11 Disputes and Claims** 36

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1-09.11(3) Time Limitation and Jurisdiction

38 (November 30, 2018 APWA GSP)

Revise this section to read:

41 For the convenience of the parties to the Contract it is mutually agreed by the parties 42 that any claims or causes of action which the Contractor has against the Contracting 43 Agency arising from the Contract shall be brought within 180 calendar days from the 44 date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; 45 and it is further agreed that any such claims or causes of action shall be brought only 46 in the Superior Court of the county where the Contracting Agency headquarters is 47 located, provided that where an action is asserted against a county, RCW 36.01.050 48 shall control venue and jurisdiction. The parties understand and agree that the 49 Contractor's failure to bring suit within the time period provided, shall be a complete 50 bar to any such claims or causes of action. It is further mutually agreed by the parties 51 that when any claims or causes of action which the Contractor asserts against the 52 Contracting Agency arising from the Contract are filed with the Contracting Agency or 53 initiated in court, the Contractor shall permit the Contracting Agency to have timely

1 2 3	a e	ccess to any records deemed necessary by the Contracting Agency to assist in valuating the claims or action.
5 4 5	1-09.13	Claims Resolution
5 6 7	1-0 : (Oci	9.13(3) Claims \$250,000 or Less tober 1, 2005 APWA GSP)
8	Dele	ete this Section and replace it with the following:
9		
10 11 12 13		The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.
14 15 16 17 18		1-09.13(3)A Administration of Arbitration (November 30, 2018 APWA GSP) Revise the third paragraph to read:
19 20 21 22 23 24 25 26		The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of <u>the county in which the Contracting Agency's headquarters is located</u> , provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.
27 28 29 30	1-10	Temporary Traffic Control
31 32	1-10.2	Traffic Control Management
3∠ 22	1 1	0 2(1) Conoral
33 34 25	Sec	tion 1-10.2(1) is supplemented with the following:
35 36 37 38 39 40		(January 3, 2017 WSDOT GSP) Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:
41 42 43		The Northwest Laborers-Employers Training Trust 27055 Ohio Ave. Kingston, WA 98346
44 45 46		(360) 297-3035 Evergreen Safety Council
40 47 48 49 50		12545 135 th Ave. NE Kirkland, WA 98034-8709 1-800-521-0778
50 51 52		The American Traffic Safety Services Association 15 Riverside Parkway, Suite 100

1 2 3 4	Fredericksburg, Virginia 22406-1022 Training Dept. Toll Free (877) 642-4637 Phone: (540) 368-1701
5 6 7	1-10.2(1)A Traffic Control Management Section 1-10.2(1)A is supplemented with the following:
8 9	A Traffic Control Supervisor shall be onsite for the duration of all Work on this project.
10	When a Contractor assigned Troffic Control Managar or Supervisor becomes
11	when a contractor assigned frame control manager of Supervisor becomes
12	that an element of an approved Traffic Control Plan (TCP) is not properly
13	installed the Contractor shall correct any TCP discrepancies within 45 minutes
15	of the notice. It is the responsibility of the Contractor to ensure that a Traffic
16	Control Manager or Supervisor contact is available at all times during Work, or
17	make known to the Engineer a delegated individual to contact should a TCP
18	correction becomes necessary.
19	
20	If the Contractor proceeds with Work that impacts vehicular traffic or pedestrian
21	access that is not covered by an approved TCP in accordance with Section 1-
22	10.2(2), the Contractor shall stop Work immediately and return the Work area
23	to a safe condition. Work shall not resume until a TCP is approved by the
24	Engineer. All costs to provide temporary detours, repairs to the Work area and
25	their subsequent removals as a result of the stoppage shall be borne by the
20	Contractor.
21	The Contractor shall take note of existing construction signage related to other
20	nearby projects to ensure that the intent/message of proposed TCP signage on
30	this project does not conflict with other existing signage/messaging.
31	
32	The Contracting Agency also reserves the right to address safety hazards not
33	addressed by the Contractor within the time specified, without notice to the
34	Contractor or the Surety, and deduct actual costs of equipment and personnel
35	or the amount below, whichever is greater, from the Contract amount.
36	
37	Contracting Agency provided Traffic Control - \$50 per hour for each of the
38	following traffic control elements used:
39 40	1) Vahialaa
40	1) Vehicles 2) Personnel
$\frac{41}{12}$	3) PCMS
43	5) T OMO
44	Contracting Agency provided traffic control devices or signs - \$50 per day per
45	sign or traffic control device.
46	
47	1-10.2(2) Traffic Control Plans
48	Section 1-10.2(2) is supplemented with the following:
49	
50	If the Contractor chooses not to adopt the Traffic Control Plan (TCP) or Pedestrian
51	Traffic Control Plan (PTCP) as provided in the Contract Documents, and instead
52	intends to submit their own TCP & PTCP for review and approval for use on the
53	project, the Contractor must adhere to the requirements of section 1-10.2(2). A

1 2 3 4	(TCP) s A TCP TCP sh previou	shall be submitted for approval five (5) days in advance of all Roadway Work. shall be submitted for each type of Work listed below. A revised or additional hall be submitted for approval 5 days prior to each time an adjustment to a sly approved TCP becomes necessary.
6 7 8 9 10 11 12	1)	TCP (Construction Access) – Any construction activity that requires the Contractor to enter and exit the construction site using a public road. This Plan shall address routes for hauling and delivery of project materials to and from the project site, and designated entrances and exits for personnel or construction vehicles for normal daily use. This Plan shall be submitted 10 days after Contract Award.
12 13 14 15 16	2)	TCP (Temporary Traffic Lane/Shoulder Closures) – Any activity requiring closures or adjustments to lanes or Shoulders; driveway or pedestrian access; or entire Roadway.
17 18 19 20 21 22	3)	PTCP (Pedestrian Traffic Control) – Any Work that may impede or impact directly or indirectly any existing pedestrian route not related to 2) above. Attention is also directed to Section 1-07.23(3) of the Special Provisions for Pedestrian Control and Safety for PTCP requirements for pedestrian access routes.
23 24 25	4)	TCP (Work near state routes) – Any construction activity that may impact SR 524 (196th Street SW).
26 27 28 29 30	The Co Closure requirin detours	ontractor shall also submit for approval to the Engineer a Lane e/Detour Notice on the Wednesday preceding the week of the planned Work ng the implementation of a TCP. The notice shall include planned closures or s for the week period with the following information:
31 32 33 34	1) 2) 3) 4)	Date of closure Limits of closure Type of Work Start and end times of closure
35 36 37 38	5) 6) 7)	Approved TCP number Detour routes, as applicable Other pertinent information describing the closure
39 40 41	In addit followin	tion to the previous requirements, the Contractor's TCP's shall adhere to the ng requirements:
42 43 44	•	PCMS boards shall be installed along 68th Avenue W, and approaching side streets, as detailed in plans 48 hours prior to paving work beginning on associated streets.
45 46 47 48 49		 Approaching side streets to have PCMS include: 196th Street SW both east and west of 68th Avenue W 200th Street SW, east of 68th Avenue W PCMS boards are NOT required for curb ramp, pedestrian signal, or channelization work
50 51 52	ŗ	 PCMS Messages shall be as follows: "ROAD WORK X/X/XX. EXPECT DELAYS".
52 53	•	available.

1	
2	(April 1, 2016 Lynnwood GSP)
3	The second paragraph of section 1-10.2(2) is supplemented with the following:
4	
5	When the Contractor chooses to modify supplement or replace a traffic control plan
6	from the Contract documents the following information shall as a minimum be
0	included on the Contractor's submitted where emplicables
/	included on the Contractor's submittal, where applicable:
8	
9	 Project name and contract number
10	Street names
11	 Posted speed limit(s)
12	Intersecting street(s)
13	 Address or address range on street if no intersecting street(s) is included
13	Morth arrow
14	 Notifi allow Direction of validation with and addression flow
15	Direction of vehicle, bike, and pedestrian flow
16	 I rattic control device description and spacing
17	 Taper, tangent, and buffer dimensions
18	Location of work zone
19	 Sign size(s)
20	MUTCD alpha numeric sign designation
21	Sign color and retroreflectivity
21	 Orientation of sign faces to traffic flow
22	 Uncertation of sign faces to traine now Looption(a) of flogger(a) and/or uniformed police officer(a)
23	 Location(s) of hagger(s) and/or uniformed police officer(s) Delevent existing lease sharp elimeting and fasteres like a such in a sediment.
24	• Relevant existing lane channelization and features like c-curbing, medians,
25	and bulb-outs
26	 Presence/absence of bicycle lanes and/or sidewalks
27	 Provisions for night work when it is proposed
28	
29	1-10.3 Traffic Control Labor Procedures and Devices
20	
21	1 10 9(1) Troffic Control Lobor
31	1-10.3(1) Traffic Control Labor
32	
33	1-10.3(1)B Other Traffic Control Labor
34	(June 1, 2018 Lynnwood GSP)
35	Section 1-10.3(1)B is supplemented with the following:
36	
37	Uniformed Police Officer
38	The Contractor shall arrange for off-duty uniformed police officers to be present for the
39	followina:
40	1. For all activities within 250 feet of signalized intersections where the operation
41	of the signal will be adversely affected.
42	2 Countermanding a traffic signal indication at a signalized intersection
43	3 Directing vehicle and pedestrian traffic when a traffic signal indication is turned
44	off or is inoperative
T- T	
15	A For all other conditions where the Engineer deems it necessary for sefery
45 46	 For all other conditions where the Engineer deems it necessary for safety, including work during hours of darkness.
45 46 47	 For all other conditions where the Engineer deems it necessary for safety, including work during hours of darkness.
45 46 47	 For all other conditions where the Engineer deems it necessary for safety, including work during hours of darkness.
45 46 47 48	 4. For all other conditions where the Engineer deems it necessary for safety, including work during hours of darkness. The Contractor shall use City of Lynnwood police enforcement unless it is unable to respond to a request for assistance. The following police enforcement unless it is unable to respond to a request for assistance.
45 46 47 48 49	 4. For all other conditions where the Engineer deems it necessary for safety, including work during hours of darkness. The Contractor shall use City of Lynnwood police enforcement unless it is unable to respond to a request for assistance. The following rates will apply:

Daytime work	\$70.00 per hour
Nighttime work (after 6:00 PM)	\$75.00 per hour
Holiday rate	\$90.00 per hour

Off-duty police officers must be paid a minimum of four (4) hours for any shift worked. and will be paid for all hours scheduled. When the majority of a shift is at night (after 6:00 PM), the higher rate will apply for the entire shift. Details cancelled within 24 hours of planned date/time will be billed for four (4) hours. Coordinate off-duty police assignments through the City of Lynnwood Off-duty Police Officer Coordinator at jwoldstad@lynnwoodwa.gov or the alternate coordinator at mbrinkman@lynnwoodwa.gov. Requests must be made at least five (5) working days prior to the desired time. Lynnwood Police Department will respond within three (3) working days of receipt of a properly completed request as to the availability of Uniformed Police Officer(s). If a negative response is received, or no response is received within three (3) working days, the Contractor may seek assistance from other area police departments. The off-duty police officer shall be in addition to all other personnel required for flagging according to the approved traffic control plan.

The Contractor must obtain prior approval for use of uniformed police officers through
 their Approved Traffic Control Plan and approved amendments to the Plan.

A Uniformed Police Officer shall be provided in the event of accidental power outages or disruption of a signalized intersection as a result of Contractor's Work. The Uniformed Police Officer shall be provided at Contractor's expense and remain in place until the intersection becomes satisfactorily operational as determined by City of Lynnwood Traffic Engineer or his/her representative.

1-10.3(3) Traffic Control Devices

1-10.3(3)A Construction Signs

Section 1-10.3(3)A is supplemented with the following:

Class B signs may remain longer than 3-days provided they do not impede pedestrian routes (unless designed to), conflict with vehicular traffic movements, or have a restricted view.

34 1-10.4 Measurement

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35 Section 1-10.4 is supplemented with the following:

Section 1-04.6 shall not apply to temporary traffic control Bid items.

1-10.4(2) Item Bids With Lump Sum for Incidentals

(April 1, 2016 Lynnwood GSP)

Section 1-10.4(2) is supplemented with the following:

44 "Uniformed Police Officer" will be measured by the hour with a minimum of four hours
45 per shift. Hours will be measured for each Uniformed Police Officer directing or
46 monitoring traffic, as shown on an approved Traffic Control Plan, during specific traffic
47 detours at the locations shown in the Contract Plans, or as directed by the Engineer
48 and in accordance with Section 1-10.3(1)B of these Special provisions.

1	
2	1-10.4(3) Reinstating Unit Items With Lump Sum Traffic Control
3	Section 1-10.4(3) is supplemented with the following:
4	
5	(August 2, 2004 WSDOT GSP)
6	The Bid Proposal contains the item "Project Temporary Traffic Control," lump sum
7	and the additional temporary traffic control items listed below. The provisions of
8	Section $1-10.4(1)$, Section $1-10.4(3)$, and Section $1-10.5(3)$ shall apply.
9 10	***
10 11	Traffic Control Supervisor, por lump sum
11	Flaggers, per bour
12	Portable Changeable Message Sign, per hour
14	Uniformed Police Officer, per hour ***
15	
16	1-10.5 Payment
17	Section $1-10.5(2)$ is supplemented with the following:
18	
19	1-10.5(2) Item Bids with Lump Sum for Incidentals
20	(April 1, 2016 Lynnwood GSP)
21	
22	Section 1-10.5(2) is supplemented with the following:
23	
24 25	"Uniformed Police Officer", per nour The unit contract price for "Liniformed Delice Officer", when expliced to the number of units
25 26	The unit contract price for Unitormed Police Onicer, when applied to the number of units measured for this item in accordance with Section 1.10.4(2), shall be full componentiation for
20 27	all costs incurred by the Contractor in performing the Contract Work defined in Section 1-
27 28	10 3(1)B of these Special Provisions
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30	
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32	
33	END DIVISION 1

1 2 3	Division 2 Earthwork				
4 5 6	2-02	Removal of Structures and Obstructions			
7 8	2-02.3	Construction Requirements			
9 10 11	2-0 See	02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters ction 2-02.3(3) is supplemented with the following:			
12 13 14 15 16		All full-depth saw cuts shall be continuous, and shall be made with saws specifically equipped for the purpose. No skip cutting or jack hammering will be allowed unless specifically approved otherwise in writing by the Engineer. The location of all pavement cuts shall be where shown in the Plans or as approved by the Engineer in the field before cutting commences.			
18		The approximate thickness of the asphalt concrete pavement is			
19 20 21		*** 68 th Ave. W – 3"-5 "***.			
22 23 24 25		All saw cutting performed in the Contract shall provide for and include removal and disposal of slurry created from water cooling/lubrication, in accordance with the Washington State Department of Ecology regulations. Waste material (slurry) shall not be allowed to enter drainage systems, ditches, or streams.			
20 27 28 29 30 31 32 33 34		Removal of Cement Concrete Curb, Gutter and Sidewalk The Contractor shall use a saw cut to delineate the curb, gutter and sidewalk to be removed from curb, gutter and sidewalk to remain. The Contractor shall take care to avoid damaging adjacent curb, gutter and sidewalk to remain. Any damage caused to the curb, gutter and sidewalk to remain, as a result of the Contractor's operations, shall be repaired to the satisfaction of the Engineer at no additional cost to the Contracting Agency.			
34 35 36 37 38 39 40 41 42 43		Removal of Asphalt Concrete Pavement Sidewalk The approximate thickness of the pavement sidewalk is 2.0 inches to 6.0 inches. The Contractor shall use a saw cut to delineate the pavement sidewalk from adjacent curb, gutter and sidewalk to remain. The Contractor shall take care to avoid damaging adjacent curb, gutter and sidewalk to remain. Any damage caused to the curb, gutter and sidewalk to remain, as a result of the Contractor's operations, shall be repaired to the satisfaction of the Engineer at no additional cost to the Contracting Agency.			
43 44 45 46 47 48 49 50 51 52		Removal of Asphalt Median The Contractor shall remove two separate asphalt medians where shown in the Plans at Sta. 85+75 and 86+00, along the construction centerline. The Contractor shall remove the existing concrete extruded curbs along the perimeter of each median. The Contractor shall remove the existing asphalt concrete pavement located between the extruded curbs, as shown in the Plans. The Contractor shall remove, salvage, and store the existing signs which are to be installed within the new medians.			

1 2 **2-02.4 Measurement**

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3 Section 2-02.4 is supplemented with the following:

Removing curb and gutter will be measured by the linear foot along the line and slope of the existing curb and gutter prior to removal.

8 Concrete sidewalk removal will be measured by the square yard, exclusive of adjacent
 9 curbs and gutters and/or asphalt.
 10

Removal of asphalt concrete pavement sidewalk will be measured by the square yard
 prior to removal.

Saw cutting existing pavement will be measured by the linear foot along the surface being
 cut, regardless of the depth of the material, or the material of the surface being cut. <u>Section</u>
 <u>1-04.6 shall not apply to saw cutting, see Special Provision section 1-04.6.</u>

18 Removal of Asphalt Median will be measured by each for each median removed including
 19 the extruded curbing and asphalt concrete pavement between the extruded curbs, and
 20 signs in each median.
 21

22 **2-02.5 Payment**

- 23 Section 2-02.5 is supplemented with the following:
- 2425 "Removing Cement Conc. Curb and Gutter", per linear foot.
- The unit Contract price per linear foot for "Removing Cement Conc. Curb and Gutter" shall
 be full compensation for performing the Work as specified, including saw cutting and
 disposal.
- 30 "Removing Cement Conc. Sidewalk", per square yard.
- The unit Contract price per linear foot for "Removing Cement Conc. Sidewalk" shall be full compensation for performing the Work as specified, including saw cutting and disposal.
- 34 "Saw Cutting Existing Pavement", per linear foot.
- The unit Contract price per linear foot for "Saw Cutting Existing Pavement" shall be full pay for all costs necessary to complete the Work as specified regardless of the depth encountered or the material to be cut, including collection, removal, and disposal of slurry.
- 3839 "Removing Asphalt Median", per each.
- The unit Contract price per each for "Removing Asphalt Median" shall be full compensation
 for performing the Work as specified, including the removal and disposal of extruded curbs
 and asphalt concrete pavement located between the extruded curbing, and removal and
 storage of existing signs to be reinstalled.
- 44 45
- 46 Add the following new section:
- 47 48 **2-05 POTHOLING**
- 49 (October 16, 2017, Lynnwood GSP)
- 50
- 51 **2-05.1 Description**

1 This Section specifies work requirements for potholing ahead of construction to identify any 2 potential or actual conflicts (horizontal and/or vertical) or other potential or actual physical 3 separation or tolerance issues between the new construction and existing buried facilities.

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Potholing shall be for the sole purpose of identifying utility conflicts affecting the alignment of the proposed construction, and for gathering sufficient information to develop a redesign of the proposed construction to avoid the potential conflict. Potholing is not for the purpose of verifying or supplementing pavement markings applied by one-call responders for the Contractor's convenience. Nothing in this specification relieves the Contractor from his responsibilities under RCW 19.122. The relationship between the Contractor and one-call responders representing various utilities is defined in RCW 19.122, and takes precedence 12 over this specification.

14 The Work shall consist of sawcutting and removal of existing pavement, excavation to the 15 depth required to expose the conflicting utility(ies), including disposal of spoils, shoring, if 16 required, gathering sufficient information about the conflicting utility for avoidance design, 17 backfilling and compacting the excavation and providing a temporary or permanent repair 18 to the surface.

19

2-05.2 Materials

20 21 Materials shall meet the requirements of the following sections: 22 Controlled Density Fill (CDF) 2-09.3(1)E 23 Bank Run Gravel for Trench Backfill 9-03.19 24 9-03.13 Bedding Sand 25 Hot Mix Asphalt 5-04 26 **Cement Concrete Sidewalks** COL Std. Plan 3-10 27 Cement Concrete Curb & Gutter COL Std. Plan 3-6

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The grade of paving asphalt shall be as required by the contract.

2-05.3 Construction Requirements

2-05.3(1) Preparatory Work

34 Potholing, as required, shall take place at least five (5) working days ahead of construction. 35 As required by RCW 19.122, Contractor shall contact the Utility Location Request Center 36 (one-call center) (1-800-424-5555 or 811) sufficiently in advance to allow utility locates to 37 be marked in the construction zone prior to potholing. The Engineer, in consultation with 38 the Contractor and Consultant (if any), shall determine the locations of potholes. The 39 decision of the Engineer with regard to potholing locations is final. 40

41 2-05.3(2) Potholing

42 The Contractor shall pothole at the locations designated by the Engineer. The Contractor 43 may pothole at other locations to comply with RCW 19.122, but such potholing will be 44 considered for the convenience of the Contractor and no payment will be made. Such 45 potholing, if made, will be performed in accordance with this specification.

46

47 The Contractor shall notify the Engineer at least one (1) working day in advance, each time 48 potholing will occur, as to the date, time and location that potholing will be conducted. Each 49 pothole designated to be investigated by the Engineer shall be at least two (2) feet square. 50 When pavement, sidewalk or curb and gutter at the pothole location is to remain 51 subsequent to construction, it shall be saw-cut full depth regardless of pavement thickness 52 and carefully removed to avoid spalling of the edges of the pothole. Sidewalk and curb

and gutter shall be removed to the nearest joint. If spalling occurs, the Contractor shall, prior to pavement patching, saw-cut outside the spalled area to provide a vertical face for the full depth of the pavement patch at no additional cost to the Contracting Agency, and payment will be made only to the original dimensions of the pothole. For pavement that will be ultimately removed by construction of the improvement, the Contractor may select the means for pavement removal, but payment will not be made for pavement removed outside the lines designated by the Engineer.

9 Excavation shall be by hydro-excavation, using truck -mounted eductor equipment, to a 10 sufficient depth to expose and identify conflicts to the proposed horizontal and vertical 11 alignment of the improvement. Measurements shall be made to the existing conflicting 12 underground facilities in sufficient detail (station and offset from project control line, depth 13 below pavement surface, size and content of pipe) that the exact location can readily be 14 identified in relation to the proposed improvement. Location notes prepared by the 15 Contractor shall be provided to the Engineer within one (1) working day of the potholing. If 16 notes for more than one location are provided at the same time, the Contractor shall 17 prioritize the location notes based on the scheduling needs of his operation.

19 Each pothole excavated shall be backfilled using Bank Run Gravel for Trench Backfill 20 (section 9-03.19). When sand bedding is required by the owner of the exposed pipe, sand 21 meeting the requirements of section 9-03.13, or equivalent, shall be used. Backfill shall be 22 placed and compacted in twelve inch (12") maximum lifts to within three feet (3') of the 23 surface, then six inch (6") lifts to the top of subbase. When the pothole is in a paved area, 24 including sidewalks or curb and gutter, to be disturbed by the improvement, each backfill 25 lift shall be compacted to 90 percent of maximum density as specified in section 2-26 03.3(14)D. Four inches (4") of cold mix asphalt will be applied as the surface material. 27

28 For potholes in paved areas, including sidewalks, curbs and gutters, which will not be 29 disturbed by the improvement, each backfill lift shall be compacted to 95 percent of 30 maximum density as specified in section 2-03.3(14)D. Alternatively, the Engineer may 31 require the excavation to be backfilled with controlled density fill (CDF). Base course and 32 pavement thicknesses for asphalt paved areas shall comply with those set forth in City of 33 Lynnwood Standard Plan 3-18A. Base course and pavement thicknesses for sidewalk 34 areas shall comply with those set forth in City of Lynnwood Standard Plan 3-10. Curb and 35 gutter shall comply with City of Lynnwood Standard Plan 3-6.

36

18

When the pothole is not in a paved area, surface material existing prior to potholing (sod,
bark, etc.) shall be replaced in kind at no additional expense to the City.

40 2-05.3(3) Avoidance Design

41 Within two (2) working days following the receipt of location notes from the Contractor, the 42 Engineer will determine whether a redesign of the proposed improvement with the highest 43 scheduling priority as determined by the Contractor is required or not. If required, a design 44 to avoid the conflicting underground facility will be provided. Determinations related to 45 other location notes submitted at the same time will follow at one (1) working day intervals 46 until all conflicts from that submittal are resolved. Subsequent submittals of location notes 47 resulting from further potholing shall follow the same pattern, with the pothole location 48 having the highest scheduling priority as determined by the Contractor, being addressed 49 first.

50

51 No work other than trenching, dewatering and trench wall stabilization may be performed 52 within twenty feet (20') of a conflicting underground facility location until such time as it has 53 been determined that a redesign is not necessary, or a revised design for that location has been received by the Contractor. If a revised design is required, the work shall proceed on a force account basis. Credits for deleted work shall be determined as set forth in section 1-09.5.

2-05.4 MEASUREMENT

Potholing will be measured per vertical foot of depth, as measured in the field, from the surface of the ground to the lowest extremity of the conflicting underground facility for each two-foot square module excavated, as measured at the surface of the ground. Should the Engineer require the excavated hole be expanded, the pothole will be measured as whole or fractional parts of the basic module (four square feet) times depth as provided above.

2-05.5 PAYMENT

For locations approved by the Engineer, payment will be made for the following Bid item when included in the Proposal:

"Potholing", per vertical foot

The unit contract price per vertical foot for "Potholing" shall be full payment for all labor, materials, equipment and incidentals required to complete the work as directed by the Engineer and as specified herein, including full depth sawcutting regardless of pavement thickness, removal and disposal of pavement, excavation, including disposal of spoils, shoring, location measurement, backfill, compaction and surface repair, for each two-foot square potholing module, or fractional part thereof.

No payment will be made for Potholing accomplished by the Contractor in compliance with
 RCW 19.122. Such Potholing shall be considered incidental to the contract and the costs
 thereof shall be included as part of, and incidental to, other bid items.

END DIVISION 2

1 2	Division 5 Surface Treatments and Pavements			
3				
4	5-04 Hot Mix Asphalt			
5	(July 18, 2018 APWA GSP)			
6 7	Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:			
8	5-04.1 Description			
9	This Work shall consist of providing and placing one or more layers of plant-mixed hot			
10	mix asphalt (HMA) on a prepared foundation or base in accordance with these			
11	Specifications and the lines, grades, thicknesses, and typical cross-sections shown			
12	in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes			
13	in accordance with these Specifications. WMA processes include organic additives,			
14	chemical additives, and foaming.			
15	LIMA shall be composed of conholt binder and minoral materials as may be required			
10 17	mixed in the propertiens specified to provide a homogeneous, stable			
17	and workable mixture			
19				
20	5-04.2 Materials			
21	Materials shall meet the requirements of the following sections:			
22	Asphalt Binder 9-02.1(4)			
23	Cationic Emulsified Asphalt 9-02.1(6)			
24	Anti-Stripping Additive 9-02.4			
25	HMA Additive 9-02.5			
26	Aggregates 9-03.8			
27	Recycled Asphalt Pavement 9-03.8(3)B			
28	Mineral Filler 9-03.8(5)			
29	Recycled Material 9-03.21			
30 21	Portiand Cement 9-01			
31	Sallu $9-03.1(2)$ (As noted in 5-04.3(5)C for crack scaling)			
32 33	(AS fible 111 5-04.5(5) C for Clack Sealing)			
34	Foam Backer Rod 9-04 2(3)A			
35				
36	The Contract documents may establish that the various mineral materials required for the			
37	manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the			
38	documents do not establish the furnishing of any of these mineral materials by the			
39	Contracting Agency, the Contractor shall be required to furnish such materials in the			
40	amounts required for the designated mix. Mineral materials include coarse and fine			
41	aggregates, and mineral filler.			
42				
43	The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production			
44	of HMA. The RAP may be from pavements removed under the Contract, if any, or			
45 46	pavement material from an existing stockpile.			
40 17	The Contractor may use up to 20 percent RAP by total weight of HMA with po additional			
48 48	sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of			
49	one sample for every 1.000 tons produced and not less than ten samples per project. The			
50	asphalt content and gradation test data shall be reported to the Contracting Agency when			
51	submitting the mix design for approval on the QPL. The Contractor shall include the RAP			
52	as part of the mix design as defined in these Specifications.			

- The grade of asphalt binder shall be as required by the Contract. Blending of asphalt
 binder from different sources is not permitted.
 - The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

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

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

If the contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

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

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

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

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

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

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

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

- Mix designs for HMA accepted by Nonstatistical evaluation shall;

accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
Have anti-strip requirements, if any, for the proposed mix design determined in

Have the aggregate structure and asphalt binder content determined in

accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

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

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

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

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

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

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

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

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

Minimum Cunfess Temperature for Devine

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

5-04.3(2) Paving Under Traffic
 When the Roadway being paved

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, except the cost of temporary pavement markings, 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 circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
- 2. Thermometric Equipment An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
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 3. Heating of Asphalt Binder The temperature of the asphalt binder shall not
 47 exceed the maximum recommended by the asphalt binder manufacturer nor shall
 48 it be below the minimum temperature required to maintain the asphalt binder in a
 49 homogeneous state. The asphalt binder shall be heated in a manner that will
 50 avoid local variations in heating. The heating method shall provide a continuous
 51 supply of asphalt binder to the mixer at a uniform average temperature with no
 52 individual variations exceeding 25°F. Also, when a WMA additive is included in

- 1 the asphalt binder, the temperature of the asphalt binder shall not exceed the 2 maximum recommended by the manufacturer of the WMA additive. 3 4. Sampling and Testing of Mineral Materials – The HMA plant shall be equipped 4 with a mechanical sampler for the sampling of the mineral materials. The 5 mechanical sampler shall meet the requirements of Section 1-05.6 for the 6 crushing and screening operation. The Contractor shall provide for the setup and 7 operation of the field testing facilities of the Contracting Agency as provided for in 8 Section 3-01.2(2). 9 5. Sampling HMA – The HMA plant shall provide for sampling HMA by one of the 10 following methods: 11 a. A mechanical sampling device attached to the HMA plant. 12 Platforms or devices to enable sampling from the hauling vehicle without b. 13
 - entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

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16 Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a 17 cover of canvas or other suitable material of sufficient size to protect the mixture from 18 adverse weather. Whenever the weather conditions during the work shift include, or are 19 forecast to include, precipitation or an air temperature less than 45°F or when time from 20 loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect 21 the HMA. 22

23 The contractor shall provide an environmentally benign means to prevent the HMA 24 mixture from adhering to the hauling equipment. Excess release agent shall be drained 25 prior to filling hauling equipment with HMA. Petroleum derivatives or other coating 26 material that contaminate or alter the characteristics of the HMA shall not be used. For 27 live bed trucks, the conveyer shall be in operation during the process of applying the 28 release agent. 29

30 5-04.3(3)C Pavers

31 HMA pavers shall be self-contained, power-propelled units, provided with an internally 32 heated vibratory screed and shall be capable of spreading and finishing courses of HMA 33 plant mix material in lane widths required by the paving section shown in the Plans. 34

35 The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture 36 37 installed, in good condition, and in working order. The equipment certification shall list the 38 make, model, and year of the paver and any equipment that has been retrofitted. 39

40 The screed shall be operated in accordance with the manufacturer's recommendations 41 and shall effectively produce a finished surface of the required evenness and texture 42 without tearing, shoving, segregating, or gouging the mixture. A copy of the 43 manufacturer's recommendations shall be provided upon request by the Contracting 44 Agency. Extensions will be allowed provided they produce the same results, including 45 ride, density, and surface texture as obtained by the primary screed. Extensions without 46 augers and an internally heated vibratory screed shall not be used in the Traveled Way. 47

- 48 When specified in the Contract, reference lines for vertical control will be required. Lines 49 shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal 50 control utilizing the reference line will be permitted. The grade and slope for intermediate 51 lanes shall be controlled automatically from reference lines or by means of a mat 52 referencing device and a slope control device. When the finish of the grade prepared for
- 53 paving is superior to the established tolerances and when, in the opinion of the Engineer,

1 2 3	further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the
4 5 6	of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that
7 8 9	any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.
10 11 12	The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.
13 14 15	If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.
17	5-04.3(3)D Material Transfer Device or Material Transfer Vehicle
18 19 20 21	(APWA GSP Section 5-04.3(3)D the first paragraph shall be deleted and replaced with the following:
22 23 24 25	The Contractor shall use MTV or MTD to deliver the HMA from the hauling equipment to the paving machine for any lift in (or partially in) the top two (2) inches of the pavement section used in traffic lanes, as detailed in the Plans.
25 26 27 28 20	Where an MTD/V is required by the contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.
29 30 31 32 33 34	When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.
35 36 37	To be approved for use, an MTV:
38 39 40	 Shall be self-propelled vehicle, separate from the hauling vehicle or paver. Shall not be connected to the hauling vehicle or paver. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
41 42 43 44	 Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.
45 46	To be approved for use, an MTD:
47 48 49 50 51 52 53	 Shall be positively connected to the paver. May accept HMA directly from the haul vehicle or pick up HMA from a windrow. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture
33	mixture.

1 2 **5-04.3(3)E** Rollers

3 Rollers shall be of the steel wheel, vibratory, oscilatory, or pneumatic tire type, in good 4 condition and capable of reversing without backlash. Operation of the roller shall be in 5 accordance with the manufacturer's recommendations. When ordered by the Engineer 6 for any roller planned for use on the project, the Contractor shall provide a copy of the 7 manufacturer's recommendation for the use of that roller for compaction of HMA. The 8 number and weight of rollers shall be sufficient to compact the mixture in compliance with 9 the requirements of Section 5-04.3(10). The use of equipment that results in crushing of 10 the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall 11 12 not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

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

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

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

28 Before construction of HMA on an existing paved surface, the entire surface of the 29 pavement shall be clean. All fatty asphalt patches, grease drippings, and other 30 objectionable matter shall be entirely removed from the existing pavement. All pavements 31 or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and 32 other foreign matter. All holes and small depressions shall be filled with an appropriate 33 class of HMA. The surface of the patched area shall be leveled and compacted 34 thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer. 35

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37 A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA 38 is to be placed or abutted; except that tack coat may be omitted from clean, newly paved 39 surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover 40 the existing pavement with a thin film of residual asphalt free of streaks and bare spots at 41 a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be 42 43 applied to all joints. For Roadways open to traffic, the application of tack coat shall be 44 limited to surfaces that will be paved during the same working shift. The spreading 45 equipment shall be equipped with a thermometer to indicate the temperature of the tack 46 coat material.

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

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52 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h 53 emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

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5-04.3(4)A1 General

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

12 **Cleaning**: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign 13 material when filling with crack sealant material. Use a hot compressed air lance to dry 14 and warm the pavement surfaces within the crack immediately prior to filling a crack with 15 the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing 16 cracks is not required.

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

25 The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, 26 approximately 2 percent portland cement, water (if required), and the remainder clean 27 Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly 28 mixed and then poured into the cracks and joints until full. The following day, any cracks 29 or joints that are not completely filled shall be topped off with additional sand slurry. After 30 the sand slurry is placed, the filler shall be struck off flush with the existing pavement 31 surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully 32 cured. The requirements of Section 1-06 will not apply to the portland cement and sand 33 used in the sand slurry. 34

- In areas where HMA will be placed, use sand slurry to fill the cracks.
 - In areas where HMA will not be placed, fill the cracks as follows:
 - 1. Cracks ¹/₄ inch to 1 inch in width fill with hot poured sealant.
 - 2. Cracks greater than 1 inch in width fill with sand slurry.

42 **Hot Poured Sealant**: For cracks that are to be filled with hot poured sealant, apply the 43 material in accordance with these requirements and the manufacturer's 44 recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product 45 information and recommendations to the Engineer prior to the start of work, including the 46 manufacturer's recommended heating time and temperatures, allowable storage time and 47 temperatures after initial heating, allowable reheating criteria, and application 48 temperature range. Confine hot poured sealant material within the crack. Clean any 49 overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the 50 Contractor's method of sealing the cracks with hot poured sealant results in an excessive 51 amount of material on the pavement surface, stop and correct the operation to eliminate 52 the excess material.

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

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

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

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

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

5-04.3(4)B Vacant

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5-04.3(4)C Pavement Repair

12 The Contractor shall excavate pavement repair areas and shall backfill these with HMA in 13 accordance with the details shown in the Plans and as marked in the field. The 14 Contractor shall conduct the excavation operations in a manner that will protect the 15 pavement that is to remain. Pavement not designated to be removed that is damaged as 16 a result of the Contractor's operations shall be repaired by the Contractor to the 17 satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall 18 excavate only within one lane at a time unless approved otherwise by the Engineer. The 19 Contractor shall not excavate more area than can be completely finished during the same 20 shift, unless approved by the Engineer. 21

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

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

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

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- 40 APWA GSP 5-04.3(4)C shall be supplemented with the following:
 - Pavement repair areas, including full depth pavement removal and repair areas, shall be reviewed in the field by the Engineer, <u>prior to beginning Work</u>. Contractor may request a walk-through of areas prior to beginning the Work.
- Placement of the HMA backfill for the purposes of Pavement Repair is considered
 separate from the HMA overlay and shall be backfilled to the depth of the adjacent
 planed surface. HMA overlay shall be continuous over the pavement repair areas
 and measured as "HMA Cl. 1/2 In. PG 58H-22".
- 51 Unless otherwise approved or directed by the Engineer, all pavement removed 52 resulting from excavation activities in existing streets and roads shall be restored in 53 accordance with the details in the Plans.

Pavement areas that have been removed by construction activities must be restored to a paved surface by the Contractor at the end of each working period prior to use by vehicular traffic. In addition, where pavement is removed adjacent to driveways, when the driveway entrance is more than 1 inch above the roadway grade during construction activities, the Contractor shall provide a temporary wedge constructed on a 20H:1V slope.

Temporary pavement restoration measures shall be a hard, non-gravel surface such as CDF, steel trench plating, sacrificial HMA, or cold mix asphalt per section 5-06 of these Special Provisions and may be used at Contractor expense. Unless allowed by the Engineer, temporary measures shall not be in place longer than five (5) calendar days. A temporary pavement restoration measure shall be defined as pavement restoration not in conformance with details in the Plans and shall be incidental to the cost of other items.

Extra Excavation

If suitable compaction of subgrade cannot be obtained in structural patch areas, at the approval of the Engineer, extra excavation and backfill with quarry spalls, geogrid, geotextile, perforated pipe (if necessary) and clean gravel (if necessary) per the detail in the Plans shall be installed. These items will be paid for as force account under Unexpected Site Changes and all the materials required to complete the work shall meet the Standard Specifications and these Special Provisions.

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

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

5-04.3(5)A Vacant

5-04.3(6) Mixing

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

39 40 When discharged, the temperature of the HMA shall not exceed the optimum mixing 41 temperature by more than 25°F as shown on the reference mix design report or as 42 approved by the Engineer. Also, when a WMA additive is included in the manufacture of 43 HMA, the discharge temperature of the HMA shall not exceed the maximum 44 recommended by the manufacturer of the WMA additive. A maximum water content of 2 45 percent in the mix, at discharge, will be allowed providing the water causes no problems 46 with handling, stripping, or flushing. If the water in the HMA causes any of these 47 problems, the moisture content shall be reduced as directed by the Engineer.

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49 Storing or holding of the HMA in approved storage facilities will be permitted with
 50 approval of the Engineer, but in no event shall the HMA be held for more than 24 hours.
 51 HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be

- 52 disposed of by the Contractor at no expense to the Contracting Agency. The storage
- 53 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.

6 Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior 7 to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is 8 evidence of the recycled asphalt pavement not breaking down during the heating and 9 mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until 10 changes have been approved by the Engineer. After the required amount of mineral 11 materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into 12 the mixer the HMA shall be mixed until complete and uniform coating of the particles and 13 thorough distribution of the asphalt binder throughout the mineral materials, and RAP is 14 ensured.

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16 **5-04.3(7)** Spreading and Finishing

17 The mixture shall be laid upon an approved surface, spread, and struck off to the grade 18 and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to 19 distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted 20 depth of any layer of any course shall not exceed the following:

HMA Class 1"	0.35 feet
HMA Class $\frac{3}{4}$ " and HMA Class $\frac{1}{2}$ "	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class ¾"	0.15 feet

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

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

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

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

44 **5-04.3(9) HMA Mixture Acceptance**

- 45 Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation. 46
- 47 Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial48 Evaluation is specified.
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50 Commercial evaluation will be used for Commercial HMA and for other classes of HMA in

- 51 the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,
- 52 gores, prelevel, temporary pavement, and pavement repair. Other nonstructural
- 53 applications of HMA accepted by commercial evaluation shall be as approved by the
Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the
 option of the Engineer.

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

HMA Tolerances and Adjustments
 Job Mix Formula Tolerances – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:
 For Asphalt Binder and Air Voids (Va), the acceptance limits are determined

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

<u> </u>			
Property		Non-Statistical Evaluation	Commercial Evaluation
Asphalt	Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va		2.5% min. and 5.5% max	N/A
•		1 1 1	

For Aggregates in the mixture:

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

Aggregate Percent	Non-Statistical	Commercial	
Passing	Evaluation	Evaluation	
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%	
No. 4 sieve	+/-6%	+/- 8%	
No. 8 Sieve	+/- 6%	+/-8%	
No. 200 sieve	+/- 2.0%	+/- 3.0%	

- b. Second, adjust the preliminary upper and lower acceptance limits determined
 from step (a) the minimum amount necessary so that none of the aggregate
 properties are outside the control points in Section 9-03.8(6). The resulting
 values will be the upper and lower acceptance limits for aggregates, as well as
 the USL and LSL required in Section 1-06.2(2)D2.
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 2. Job Mix Formula Adjustments An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.
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 a. Aggregates –2 percent for the aggregate passing the 1½", 1", ¾", ½", ¾", and
 - a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ¾", ½", ¾", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
 - b. Asphalt Binder Content The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent
- 37 **5-04.3(9)A Vacant** 38
- 39 **5-04.3(9)B** Vacant

41 **5-04.3(9)C** Mixture Acceptance – Nonstatistical Evaluation

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

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45 **5-04.3(9)C1** Mixture Nonstatistical Evaluation – Lots and Sublots

- 1 A lot is represented by randomly selected samples of the same mix design that will be 2 tested for acceptance. A lot is defined as the total quantity of material or work produced 3 for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be 4 equal to one day's production or 800 tons, whichever is less except that the final sublot 5 will be a minimum of 400 tons and may be increased to 1200 tons.
- 7 All of the test results obtained from the acceptance samples from a given lot shall be 8 evaluated collectively. If the Contractor requests a change to the JMF that is approved, 9 the material produced after the change will be evaluated on the basis of the new JMF for 10 the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after 11 12 the Engineer is satisfied that material conforming to the Specifications can be produced. 13
- 14 Sampling and testing for evaluation shall be performed on the frequency of one sample 15 per sublot.
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5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling 18 Samples for acceptance testing shall be obtained by the Contractor when ordered by the 19 Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer 20 and in accordance with AASH-TO T 168. A minimum of three samples should be taken 21 for each class of HMA placed on a project. If used in a structural application, at least one 22 of the three samples shall to be tested. 23

24 Sampling and testing HMA in a Structural application where quantities are less than 400 25 tons is at the dis-cretion of the Engineer. 26

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

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

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

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

- 41 42 Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.
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45 Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

47 5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

48 For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting 49 Agency will determine a Composite Pay Factor (CPF) using the following price 50 adjustment factors:

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Table of Price Adjustment Factors	
Constituent	Factor "f"
All aggregate passing: 1½", 1", ¾", ½", ¾" 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

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4 Each lot of HMA produced under Nonstatistical Evaluation and having all constituents 5 falling within the toler-ance limits of the job mix formula shall be accepted at the unit 6 Contract price with no further evaluation. When one or more constituents fall outside the 7 nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment 8 Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the 9 appro-priate CPF. The nonstatistical tolerance limits will be used in the calculation of the 10 CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup 11 samples of the existing sublots or samples from the Roadway shall be tested to provide a 12 minimum of three sets of results for evaluation. 13

5-04.3(9)C5 Vacant

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

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

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

26 **5-04.3(9)C7** Mixture Nonstatistical Evaluation - Retests

27 The Contractor may request a sublot be retested. To request a retest, the Contractor 28 shall submit a written request within 7 calendar days after the specific test results have 29 been received. A split of the original acceptance sample will be retested. The split of the 30 sample will not be tested with the same tester that ran the original acceptance test. The 31 sample will be tested for a complete gradation analysis, asphalt binder content, and, at 32 the option of the agency, Va. The results of the retest will be used for the acceptance of 33 the HMA in place of the original sublot sample test results. The cost of testing will be 34 deducted from any monies due or that may come due the Contractor under the Contract 35 at the rate of \$500 per sample.

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37 **5-04.3 (9)D** Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all
 constituents falling within the tolerance limits of the job mix formula shall be accepted at

- 40 the unit Contract price with no further evaluation. When one or more constituents fall
- 41 outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot

- shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF.
 The commercial tolerance limits will be used in the calculation of the CPF and the
 maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the
 existing sublots or samples from the street shall be tested to provide a minimum of three
 sets of results for evaluation.
- 6

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

- If a constituent is not measured in accordance with these Specifications, its individual pay
 factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).
- 17 **5-04.3(10) HMA Compaction Acceptance**

18 HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including 19 lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a 20 specified compacted course thickness greater than 0.10-foot, shall be compacted to a 21 specified level of relative density. The specified level of relative density shall be a 22 Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with 23 Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). 24 The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The 25 specified level of density attained will be determined by the evaluation of the density of 26 the pavement. The density of the pavement shall be determined in accordance with 27 WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of 28 the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using 29 cores to determine density. 30

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

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

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

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

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

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

12 Test Results

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

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21 When cores are taken by the Contracting Agency at the request of the Contractor, they 22 shall be requested by noon of the next workday after the test results for the sublot have 23 been provided or made available to the Contractor. Core locations shall be outside of 24 wheel paths and as determined by the Engineer. Traffic control shall be provided by the 25 Contractor as requested by the Engineer. Failure by the Contractor to provide the 26 requested traffic control will result in forfeiture of the request for cores. When the CPF for 27 the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will 28 be deducted from any monies due or that may become due the Contractor under the 29 Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the 30 traffic control.

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

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

- The type of rollers to be used and their relative position in the compaction sequence shall
 generally be the Contractor's option, provided the specified densities are attained. Unless
 the Engineer has approved otherwise, rollers shall only be operated in the static mode
 when the internal temperature of the mix is less than 175°F. Regardless of mix
 temperature, a roller shall not be operated in a mode that results in checking or cracking
 of the mat. Rollers shall only be operated in static mode on bridge decks.
- 47 **5-04.3(10)B HMA Compaction Cyclic Density**

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

53 theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

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

18 The sublot locations within each density lot will be determined by the Engineer. For a lot 19 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request 20 after the Engineer is satisfied that material conforming to the Specifications can be 21 produced.

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

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

34 **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

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

38 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

39 For each compaction lot with one or two sublots, having all sublots attain a relative 40 density that is 92 percent of the reference maximum density the HMA shall be accepted 41 at the unit Contract price with no further evaluation. When a sublot does not attain a 42 relative density that is 92 percent of the reference maximum density, the lot shall be 43 evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The 44 maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will 45 be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF 46 lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by 47 either a nuclear moisture-density gauge or cores will be completed as required to provide 48 a minimum of three tests for evaluation.

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50 For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) 51 will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 52 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

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

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5-04.3(11)B Rejection by Contractor

16 The Contractor may, prior to sampling, elect to remove any defective material and 17 replace it with new material. Any such new material will be sampled, tested, and 18 evaluated for acceptance.

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

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

25 No payment will be made for the rejected materials or the removal of the materials unless 26 the Contractor requests that the rejected material be tested. If the Contractor elects to 27 have the rejected material tested, a minimum of three representative samples will be 28 obtained and tested. Acceptance of rejected material will be based on conformance with 29 the nonstatistical acceptance Specification. If the CPF for the rejected material is less 30 than 0.75, no payment will be made for the rejected material; in addition, the cost of 31 sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal 32 to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the 33 material is rejected before placement and the CPF is greater than or equal to 0.75, 34 compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after 35 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 36 37 price added for the cost of removal and disposal. 38

39 **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 statistically evaluated as an independent
lot in accordance with Section 1-06.2(2).

47 **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 1-06.2(2).

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53 **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
- 2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
- 3. When either the PFi for any constituent or the CPF of a lot in progress is less than 0.75.

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

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

5-04.3(12) Joints

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18 19 5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

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

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

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

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

39 The longitudinal joint in any one course shall be offset from the course immediately below 40 by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the 41 wearing course shall be located at a lane line or an edge line of the Traveled Way. A 42 notched wedge joint shall be constructed along all longitudinal joints in the wearing 43 surface of new HMA unless otherwise approved by the Engineer. The notched wedge 44 joint shall have a vertical edge of not less than the maximum aggregate size or more than 45 $\frac{1}{2}$ of the compacted lift thickness and then taper down on a slope not steeper than 46 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

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5-04.3(12)B Bridge Paving Joint Seals

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50 **5-04.3(12)B1 HMA Sawcut and Seal**

51 Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends

52 of the bridge paving joint seals to be placed at the bridge ends, and at interior joints

53 within the bridge deck when and where shown in the Plans. Establish the sawcut

alignment points in a manner that they remain functional for use in aligning the sawcut
 after placing the overlay.

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

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

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

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

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

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than $\frac{1}{16}$ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than $\frac{1}{16}$ inch in 10 feet from the rate of transverse slope shown in the Plans.

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

- 1. Removal of material from high places by grinding with an approved grinding machine, or
- 2. Removal and replacement of the wearing course of HMA, or
- 3. By other method approved by the Engineer.
- 35 Correction of defects shall be carried out until there are no deviations anywhere greater36 than the allowable tolerances.

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

- When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.
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51 Utility appurtenance adjustment discussions will be included in the Pre-Paving planning 52 (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior 53 to the start of paving.

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4	5-04.3(14) Planing (Milling) Bituminous Pavement
5	The planing plan must be approved by the Engineer and a pre planing meeting must be
6	held prior to the start of any planing. See Section 5-04 3(14)B2 for information on planing
7	submittals
8	
9	Locations of existing surfacing to be planed are as shown in the Drawings
10	Locations of existing surfacing to be planed are as shown in the Drawings.
10	Where planing an existing pavement is specified in the Contract, the Contractor must
12	remove existing surfacing material and to reshape the surface to remove irregularities
12	The finished product must be a prepared surface acceptable for receiving an HMA
14	overlav
15	ovenay.
15	Lise the cold milling method for planing unless otherwise specified in the Contract. Do not
17	use the planer on the final wearing course of new HMA
18	
10	Conduct planing operations in a manner that does not tear, break, burn, or otherwise
20	damage the surface which is to remain. The finished planed surface must be slightly
20	arroyed or roughoned and must be free from gouges, doop grooves, ridges, or other
$\frac{21}{22}$	imperfections. The Contractor must repair any damage to the sur face by the Contractor's
22	niperiections. The Contractor must repair any damage to the sur-face by the Contractor's
23	planing equipment, using an Engineer approved method.
24 25	Panair or replace any metal castings and other surface improvements demaged by
25	Nepali of replace any metal casilings and other surface improvements damaged by
20	planing, as deler-mined by the Engineer.
21	A taparad wadaa aut muat ba planad langitudinally alang auth lines aufficiant to provide a
20	minimum of 4 inches of our royal after placement and compaction of the final wearing
29	course. The dimensions of the wedge must be as shown on the Drawings or as specified
21	by the Engineer
22	by the Engineer.
32 33	A taparad wadaa aut must also be made at transitions to adjoining payament surfaces
24	(most lines) where but isints are shown on the Drowings. Out but isints in a straight line
24 25	(ineed lines) where buil joints are shown on the Drawings. Cut buil joints in a straight line with vertical faces 2 inches or more in beight producing a smooth transition to the
33 26	with vertical faces 2 inches of more in height, producing a smooth transition to the
30 27	existing adjoining pavement.
3/	After planing is complete planed surfaces must be swept cleaned, and if required by the
38 20	After planing is complete, planed surfaces must be swept, cleaned, and if required by the
39	Contract, patched and preleveled.
40	The Engineer may direct additional doubt playing. Defense performing this additional doubt
41	The Engineer may direct additional depth planing. Before performing this additional depth
42	planing, the Contractor must conduct a hidden metal in pavement detection survey as
43	specified in Section 5-04.3(14)A.
44	/++++
45	$\binom{1}{2}$
46	APWA GSP Section 5-04.3(14) is supplemented with the following:
4/	I ne Contractor shall perform the planing operations no more than *** / *** calendar days
48	anead of the time the planed area is to be paved with HMA, unless otherwise allowed by
49	the Engineer in writing.
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51	5-04.3(14)A Pre-Planing Metal Detection Check

- Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can iden-tify hidden metal objects.
- Should such metal be identified, promptly notify the Engineer.
 - See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

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

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

5-04.3(14)B1 General

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20 21 In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:

22	a. Keep intersections open to traffic at all times, except when paving or planing
23	operations through an intersection requires closure. Such closure must be
24	kept to the minimum time required to place and compact the HMA mixture, or
25	plane as appropriate. For paving, schedule such closure to individual lanes or
26	portions thereof that allows the traffic volumes and schedule of traffic volumes
27	required in the approved traffic control plan. Schedule work so that adjacent
28	intersections are not impacted at the same time and comply with the traffic
29	control restrictions required by the Traffic Engineer. Each individual
30	intersection closure or partial closure, must be addressed in the traffic control
31	plan, which must be submitted to and accepted by the Engineer, see Section
32	1-10.2(2).
33	b. When planing or paving and related construction must occur in an
34	intersection, consider scheduling and sequencing such work into quarters of
35	the intersection, or half or more of an intersection with side street detours. Be
36	prepared to sequence the work to individual lanes or portions thereof.
37	 Should closure of the intersection in its entirety be necessary, keep such
38	closure to the minimum time required to place and compact the HMA mixture,
39	plane, remove asphalt, tack coat, and as needed.
40	d. Any work in an intersection requires advance warning in both signage and a
41	number of Working Days advance notice as determined by the Engineer, to
42	alert traffic and emergency services of the intersection closure or partial
43	closure.
44	e. Allow new compacted HMA asphalt to cool to ambient temperature before any
45	traffic is allowed on it. Traffic is not allowed on newly placed asphalt until
46	approval has been obtained from the Engineer.
47	2. Temporary centerline marking, post-paving temporary marking, temporary stop
48	bars, and maintaining temporary pavement marking must comply with Section
49	8-23.
50	Permanent pavement marking must comply with Section 8-22.
51	
52	5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

1 2 3	The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as
4	they will be discussed at the pre-planing briefing and pre-paving briefing. When
5	requested by the Engineer, the Contractor must provide each operation's traffic control
6	plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of
7	operation and sufficient detail of traffic beyond the area of operation where detour traffic
8	may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be
9	changed if the Engineer agrees sufficient detail is shown.
10	
11	The planing operation and the paving operation include, but are not limited to, metal
12	detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying,
13	staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at
14	the briefing.
15	When interpretions will be partially or totally blocked, provide adequately sized and
10	noticeable signage electing traffic of closures to come, a minimum 2 Working Days in
18	advance. The traffic control plan must show where peace officers will be stationed when
19	signalization is or may be, countermanded, and show ar-eas where flaggers are
20	proposed.
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22	At a minimum, the planing and the paving plan must include:
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24	1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each
25	day's traffic control as it relates to the specific requirements of that day's planing
26	and paving. Briefly describe the se-quencing of traffic control consistent with the
27	proposed planing and paving sequence, and scheduling of placement of
28	temporary pavement markings and channelizing devices after each day's planing,
29	and paving.
30	2. A copy of each intersection's traffic control plan.
31	3. Haul routes from Supplier facilities, and locations of temporary parking and
32 22	staging areas, including return routes. Describe the complete round trip as it
33 24	relates to the sequencing of paving operations.
24 25	4. Names and locations of him Supplier facilities to be used.
35 36	5. List of all equipment to be used for paying. 6. List of personnal and associated job classification assigned to each piece of
30 37	o. List of personnel and associated job classification assigned to each piece of
38	7 Description (geometric or parrative) of the scheduled sequence of planing and of
39	paving, and intended area of planing and of paving for each day's work, must
40	include the directions of proposed planing and of proposed paving, sequence of
41	adjacent lane paving, sequence of skipped lane paving, intersection planing and
42	paving scheduling and sequencing, and proposed notifications and coordinations
43	to be timely made. The plan must show HMA joints relative to the final pavement
44	marking lane lines.
45	8. Names, job titles, and contact information for field, office, and plant supervisory
46	personnel.
47	A copy of the approved Mix Designs.
48	10. Tonnage of HMA to be placed each day.
49	 Approximate times and days for starting and ending daily operations.
50	
51	5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing
72	At least 2 working Days before the first paying operation and the first planing operation.

52 At least 2 working Days before the first paving operation and the first planing operation, 53 or as scheduled by the Engineer for future paving and planing operations to ensure the

1 Contractor has adequately prepared for notifying and coordinating as required in the 2 Contract, the Contractor must be prepared to discuss that day's operations as they relate 3 to other entities and to public safety and convenience, including driveway and business 4 access, garbage truck operations, Metro transit operations and working around energized 5 overhead wires, school and nursing home and hospital and other accesses, other 6 contractors who may be operating in the area, pedestrian and bicycle traffic, and 7 emergency services. The Contractor, and Subcontractors that may be part of that day's 8 operations, must meet with the Engineer and discuss the proposed operation as it relates 9 to the submitted planing plan and paving plan, approved traffic control plan, and public 10 convenience and safety. Such discussion includes, but is not limited to: 11 12 1. General for both Paving Plan and for Planing Plan: 13 a. The actual times of starting and ending daily operations. 14 b. In intersections, how to break up the intersection, and address traffic control and 15 signalization for that operation, including use of peace officers. 16 c. The sequencing and scheduling of paving operations and of planing operations, 17 as applicable, as it relates to traffic control, to public convenience and safety, 18 and to other con-tractors who may operate in the Project Site. 19 d. Notifications required of Contractor activities, and coordinating with other 20 entities and the public as necessary. 21 e. Description of the sequencing of installation and types of temporary pavement 22 markings as it relates to planning and to paving. 23 f. Description of the sequencing of installation of, and the removal of, temporary 24 pavement patch material around exposed castings and as may be needed 25 g. Description of procedures and equipment to identify hidden metal in the 26 pavement, such as survey monumentation, monitoring wells, street car rail, and 27 castings, before planning, see Section 5-04.3(14)B2. 28 h. Description of how flaggers will be coordinated with the planing, paving, and 29 related operations. 30 i. Description of sequencing of traffic controls for the process of rigid pavement 31 base repairs. 32 j. Other items the Engineer deems necessary to address. 33 2. Paving – additional topics: 34 a. When to start applying tack and coordinating with paving. 35 b. Types of equipment and numbers of each type equipment to be used. If more 36 pieces of equipment than personnel are proposed, describe the sequencing of 37 the personnel operating the types of equipment. Discuss the continuance of 38 operator personnel for each type equip-ment as it relates to meeting 39 Specification requirements. 40 c. Number of JMFs to be placed, and if more than one JMF how the Contractor 41 will ensure different JMFs are distinguished, how pavers and MTVs are 42 distinguished if more than one JMF is being placed at the time, and how pavers 43 and MTVs are cleaned so that one JMF does not adversely influence the other 44 JMF. 45 d. Description of contingency plans for that day's operations such as equipment 46 breakdown, rain out, and Supplier shutdown of operations. 47 e. Number of sublots to be placed, sequencing of density testing, and other 48 sampling and testing. 49 50 5-04.3(15) Sealing Pavement Surfaces Apply a fog seal where shown in the plans. Construct the fog seal in accordance with 51 52 Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to 53

opening to traffic.

1	
2	5-04.3(16) HMA Road Approaches
3	HMA approaches shall be constructed at the locations shown in the Plans or where
5	Time approaches shall be constituted at the locations shown in the Thans of where
4	staked by the Engineer. The Work shall be performed in accordance with Section 5-04.
5	
6	
0	
7	5-04.4 Measurement
8	HMA CL PG HMA for CL PG and Commercial HMA will
0	be measured by the ten in accordance with Section 1.00.2, with no deduction being mode
9	be measured by the torn in accordance with Section 1-09.2, with no deduction being made
10	for the weight of asphalt binder, mineral filler, or any other component of the mixture. If
11	the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the
12	material removed will not be measured
12	
13	
14	Roadway cores will be measured per each for the number of cores taken.
15	
16	Preparation of untreated roadway will be measured by the mile once along the centerline
17	of the main line Readway. No additional measurement will be made for ramps. Auxiliary
17	of the main line Roadway. No additional measurement will be made for famps, Advinary
18	Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest
19	0.01 mile.
20	
21	Soil residual berbicide will be measured by the mile for the stated width to the pearest
21	Soli residual herbicide will be measured by the finite for the stated which to the heatest
22	0.01 mile or by the square yard, whichever is designated in the Proposal.
23	
24	Pavement repair excavation will be measured by the square vard of surface marked prior
25	to exception
25	
20	
27	Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.
28	
29	Prime coat aggregate will be measured by the cubic yard truck measure, or by the top
20	which ever is designed to the Drepool
50	whichever is designated in the Proposal.
31	
32	Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.
33	
34	Longitudinal joint soals between the HMA and compart concrete payement will be
34	Longitudinal joint seals between the rink and cement concrete pavement will be
35	measured by the linear foot along the line and slope of the completed joint seal.
36	
37	Planing bituminous pavement will be measured by the square vard.
38	
20	The second second second is a still be second as the line of factors and ideal in Oracian
39	I emporary pavement marking will be measured by the linear foot as provided in Section
40	8-23.4.
41	
42	Water will be measured by the M gallon as provided in Section 2-07.4
42	water win be measured by the in gallon as provided in decision 2 or 4.
45	
44	APWA GSP Section 5-04.4 is supplemented with the following:
45	
46	(*****)
17	V / Matarial Transfer Device/Vahiala (MTD/V) will be measured by the tap of UMA
4 /	waterial transfer Device/venicle (WTD/V) will be measured by the ton of HWA
48	transterred through the Material Transter Device/Vehicle and placed. Measurement will
49	not be made for Material Transfer Device/Vehicle for placed HMA not transferred through
50	the Material Transfer Device/Vehicle
51	
51	
52	

1 2	5-04.5 Payment Payment will be made for each of the following Bid items that are included in the
3	Proposal:
4 5 6	"HMA CI PG", per ton.
3 7 8	"HMA for Approach CI PG", per ton.
9 10	"HMA for Preleveling CI PG", per ton.
11	"HMA for Pavement Repair CI PG", per ton.
12 13	"Commercial HMA", per ton.
14 15 16 17 18 19 20	The unit Contract price per ton for "HMA CIPG", "HMA for Approach CIPG", "HMA for Preleveling CIPG", "HMA for Pavement Repair CIPG", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.
21 22 23	"Preparation of Untreated Roadway", per mile.
24 25 26 27 28 29 30	The unit Contract price per mile for "Preparation of Untreated Roadway" shall be full pay for all Work described under 5-04.3(4) , with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for "HMA CI PG" which was used for patching. If the Proposal does not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.
32 33	"Preparation of Existing Paved Surfaces", per mile.
33 34 35 36 37 38 39 40 41	The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be full pay for all Work described under Section 5-04.3(4) with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for "HMA CI PG" which was used for patching. If the Proposal does not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.
42	"Crack Sealing", by force account.
+3 44 45 46 47	"Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.
48 49	"Pavement Repair Excavation Incl. Haul", per square yard.
50 51 52	The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be

1 2 2	included in the unit Contract price per ton for "HMA for Pavement Repair CI PG", per ton.
5 4 5	"Asphalt for Prime Coat", per ton.
6 7 8	The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).
9 10 11	"Prime Coat Agg.", per cubic yard, or per ton.
12 13 14	The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.
15 16 17	"Asphalt for Fog Seal", per ton.
17 18 19	Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.
20 21	"Longitudinal Joint Seal", per linear foot.
22 23 24	The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12).
24 25 26	"Planing Bituminous Pavement", per square yard.
27 28 20	The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).
30 31	"Temporary Pavement Marking", per linear foot.
32 33	Payment for "Temporary Pavement Marking" is described in Section 8-23.5.
34 35	"Water", per M gallon.
36 37	Payment for "Water" is described in Section 2-07.5.
38 39	"Job Mix Compliance Price Adjustment", by calculation.
40 41 42	"Job Mix Compliance Price Adjustment" will be calculated and paid for as described in Section 5-04.3(9)C6.
43 44	"Compaction Price Adjustment", by calculation.
45 46 47	"Compaction Price Adjustment" will be calculated and paid for as described in Section 5-043(10)D3.
48 49	"Roadway Core", per each.
50 51 52 53	The Contractor's costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each and no additional payments will be made.

"Cyclic Density Price	e Adjustment",	by calculation.
-----------------------	----------------	-----------------

"Cyclic Density Price Adjustment" will be calculated and paid for as described in Section 5-04.3

APWA GSP Section 5-04.5 is supplemented with the following:

(*****)

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"Material Transfer Device/Vehicle", per ton.

The unit Contract price per ton for "Material Transfer Device/Vehicle" shall include all costs for the Work required to place HMA though the Material Transfer Device/Vehicle. All costs for the Material Transfer Device/Vehicle not included in "Material Transfer Device/Vehicle" Bid item shall be considered incidental to other Bid items, and no separate or additional payments will be made.

17 (January 2, 2018 WSDOT GSP)

18 Asphalt Cost Price Adjustment

19 The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a 20 payment, for qualifying changes in the reference cost of asphalt binder. The adjustment 21 will be applied to partial payments made according to Section 1-09.9 for the following Bid 22 items when they are included in the Proposal: 23

"HMA CI PG"	
"HMA for Approach Cl PG"	
"HMA for Preleveling CI PG"	
"HMA for Pavement Repair CI PG	"
"Commercial HMA"	

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish the asphalt binder reference cost twice each month and post the information on the Agency website at:

37 <u>http://www.wsdot.wa.gov/Business/Construction/EscalationClauses.htm</u>

The reference cost will be determined using posted prices furnished by Poten & Partners,
 Inc. If the selected price source ceases to be available for any reason, then the
 Contracting Agency will select a substitute price source to establish the reference cost.

The base cost established for this Contract is the reference cost posted on the Agency
website with an effective date immediately preceding the Bid Opening Date.

Adjustments will be based on the most current reference cost for Western Washington or Eastern Washington as posted on the Agency website, depending on where the Work is performed. For Work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which Contract time was exhausted. The adjustment will be calculated as follows:

- 51 No adjustment will be made if the reference cost is within 5% of the base cost. 52
- 53 If the reference cost is greater than or equal to 105% of the base cost, then

- Adjustment = (Current Reference Cost (1.05 x Base Cost)) x (Q x 0.056).
- 2
 3 If the reference cost is less than or equal to 95% of the base cost, then
 4 Adjustment = (Current Reference Cost (0.95 x Base Cost)) x (Q x 0.056).
 - Adjustitient (Cuttent Reference Cost (0.95 x Base Cost)) x (Q x 0.050).
 - Where Q = total tons of all classes of HMA paid in the current month's progress payment.
 - "Asphalt Cost Price Adjustment", by calculation.

"Asphalt Cost Price Adjustment" will be calculated and paid for as described in this Section. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

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5-06 Temporary Pavement

17 Section 5-06 is added as follows:

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19 **5-06.1 Description**

The Contractor may use temporary pavement (cold mix asphalt) to allow vehicular traffic to travel over the construction areas, and to construct the temporary wedge to existing driveways. Cold mix asphalt shall also be placed around trench plates or other devices used to cover construction activities in a manner that provides a smooth transition between the surfaces, as approved by the Engineer.

26 **5-06.2 Materials**

27 Materials shall meet the requirements of Section 9-03.8.

28

29 The composition of other components of the temporary asphalt pavement shall be

determined by the Contractor to provide a product suitable for the intended application. The
 Contractor shall not use materials that are a safety or health hazard.

32

25

Temporary pavement material that does not form a consolidated surface after compaction
 shall be considered unsuitable and be removed from the site. Unsuitable temporary
 pavement shall be disposed of off-site.

36

37 **5-06.3 Construction Requirements**

The Roadway subsurface shall be prepared for the temporary pavement as defined in Section 2-06. Placement of temporary pavement over compacted Gravel Borrow or suitable native material backfill shall be allowed, in accordance with Specifications herein. Pavement areas greater than ten square feet shall be roller compacted to consolidate the temporary pavement. The completed pavement shall be free from ridges, ruts, bumps, depressions,

- 43 objectionable marks, or other irregularities.
- 44

The Contractor shall immediately repair, patch, or remove any temporary pavement that doesnot provide a flat transition between existing pavement areas.

47

48 All temporary asphalt pavement to the depth of the final paving shall be removed from the

site by the end of the project and shall not be used as permanent asphalt pavement or its

- 50 Subgrade material.
- 51

5-06.5 1 Payment

All cold mix asphalt used shall be incidental to other Bid items in the Contract.

END DIVISION 5

1 2 3	Drain	Division 7 age Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits
4 5	7-05	Manholes, Inlets, Catch Basins, and Drywells
6 7	7-05.3	Construction Requirements
8 9 10	7- Se	05.3(1) Adjusting Catch Basins and Manholes to Grade action 7-05.3(1) is supplemented with the following:
11 12 13 14 15		All manholes and catch basins shall be adjusted to finished grade after paving operations are complete. The Contractor shall adjust the structure using concrete brick or adjustment rings, or by other necessary <u>means approved by the Engineer</u> , in accordance with Contracting Agency standards, to the satisfaction of the Engineer.
10 17 18		All catch basins and manholes for storm sewers shall be grouted water tight, including under frames, rims, manhole barrel, riser sections, and pipe collars
20 21 22	7- Se	05.3(5) Adjusting Catch Basins and Manholes to Grade action 7-05.3(5) is added as follows:
22 23 24		Replace Existing Rectangular Frame and Grate with New Rectangular Frame and Vaned Grate
25 26 27 28 29		Where shown in the Plans or as directed by the Engineer, the Contractor shall remove and dispose of existing frames and grates, and replace them with new frames and grates in accordance with City of Lynnwood standard drawings 4-5 (frames) and 4-8 (vaned grates).
30 31		Replace Existing Open Curb Frame and Grate with New Open Curb Frame and Grate
32 33 34 35 26		Where shown in the Plans or as directed by the Engineer, the Contractor shall remove and dispose of existing open curb frames and grates, and replace them with new open curb frames and grates in accordance with City of Lynnwood standard drawing 4-11.
30 37 38 39 40 41 42		Replace Existing Storm Drain Manhole Ring and Cover with New Ring and Cover Where shown in the Plans or as directed by the Engineer, the Contractor shall remove and dispose of existing stormwater manhole rings and covers, and replace them with new stormwater manhole rings and covers in accordance with City of Lynnwood standard drawings 6-6.
43 44 45 46 47 48 49		Replace Existing Sanitary Sewer Manhole Ring and Cover with New Ring and Cover Where shown in the Plans or as directed by the Engineer, the Contractor shall remove and dispose of existing sanitary sewer manhole rings and covers, and replace them with new sanitary sewer manhole rings and solid locking covers in accordance with City of Lynnwood standard drawings 6-7.

1	Replace Existing Rectangular Frame and Cover with New Rectangular Frame and Solid Locking Cover
$\frac{2}{3}$	Where shown in the Plans or as directed by the Engineer, the Contractor shall remove and dispose of existing rectangular frames and covers, and replace them with new
4 5	rectangular frame solid locking covers in accordance with WSDOT standard plans B-
6 7	30.10-03 (frames) and B-30.20-04 (solid metal covers).
8	7-05 4 Measurement
9	The third paragraph of Section 7-05.4 is revised to read as follows:
10	
11	Adjustment of manholes, catch basins, and inlets will be made separately per each
12	drainage Structure after raising to finished grade.
13	
14	Replacement of existing casting with new 20" x 24" frame and vaned grate will be measured
15	per each replacement.
10 17	Poplacement of existing open curb frame and grate with new open curb frame and grate will
17	be measured per each replacement
19	
20	Replacement of existing storm drain manhole ring and cover with new ring and cover will be
21	measured per each replacement.
22	
23	Replacement of existing sanitary sewer manhole ring and cover with new ring and cover will
24 25	be measured per each replacement.
25 26	Penlacement of existing rectangular frame and cover with new rectangular frame and solid
20 27	locking cover will be measured per each replacement
$\frac{2}{28}$	
29	7-05.5 Pavment
30	Section 7-05.5 is supplemented with the following:
31	
32	"Adjust Drainage Structure to Finished Grade", per each.
33	The unit Contract price per each for "Adjust Drainage Structure to Finished Grade" shall be
34	full pay for all costs necessary make the raising adjustment, including restoration of
35 36	adjacent areas, in a manner acceptable to the Engineer, including removal and replacement of existing risers; including, but not limited to existing concrete or brick risers
37	For the purpose of this pay item, the term "Drainage Structure" is intended to include storm
38	sewer catch basins and inlets.
39	
40	"Adjust Manhole to Finished Grade", per each.
41	The unit Contract price per each for "Adjust Manhole to Finished Grade" shall be full pay for
42	all costs necessary make the raising adjustment, including restoration of adjacent areas, in
43	a manner acceptable to the Engineer, including removal and replacement of existing risers;
44 15	including, but not limited to existing concrete or brick risers. For the purpose of this pay
43 16	mem, the term manhole is intended to include sanitary sewer manholes, storm drain manholes
47	
48	"Replace Existing Rectangular Frame and Grate with New Rectangular Frame and Vaned

- 1 The unit Contract price per each for "Replace Existing Rectangular Frame and Grate with 2 New Rectangular Frame and Vaned Grate" shall be full pay for all costs necessary to remove 3 existing frames and grates and replace them with new 20" x 24" frames and grates.
- 4
 5 "Replace Existing Open Curb Frame and Grate with New Open Curb Frame and Grate",
 6 per each.
- The unit Contract price per each for "Replace Existing Open Curb Frame and Grate with New
 Open Curb Frame and Grate" shall be full pay for all costs necessary to remove existing open
 curb frames and grates and replace them with new open curb frames and grates.
- 10
 11 "Replace Existing Storm Drain Manhole Ring and Cover with New Ring and Cover", per each.
 12 The unit Contract price per each for "Replace Existing Storm Drain Manhole Ring and Cover
 13 with New Ring and Cover" shall be full pay for all costs necessary to remove existing frames
 14 and covers and replace them with new rings and covers, and disposal of removed materials.
- 16
 "Replace Existing Sanitary Sewer Manhole Ring and Cover with New Ring and Cover", per
 each.
- 18 The unit Contract price per each for "Replace Existing Sanitary Sewer Manhole Ring and 19 Cover with New Ring and Cover" shall be full pay for all costs necessary to remove existing 20 frames and covers and replace them with new rings and covers, and disposal of removed 21 materials. 22
- "Replace Existing Rectangular Frame and Cover with New Rectangular and Solid Locking
 Cover", per each.
- The unit Contract price per each for "Replace Existing Rectangular Frame and Cover with New Rectangular and Solid Locking Cover" shall be full pay for all costs necessary to remove existing frames and covers and replace them with new frames and covers, including disposal of removed materials.
- 29 30

31 **7-12 Valves for Water Mains**

32

33 **7-12.3 Construction Requirements**

- 34 Section 7-12.3 is supplemented with the following:
- 35 36

Replace Water Valve Box Top Section

37 Where shown in the Plans or as directed by the Engineer, the Contractor shall remove and 38 replace existing water valve box top sections and covers with new top sections and covers per City of Lynnwood Standard Drawing No. STD5-4A. Installation of the new valve box top 39 40 sections and covers shall occur during the adjustment Work of the water valve boxes that 41 occurs with the pavement planing and paving operations. The Contractor shall remove and dispose of existing asphalt pavement and surrounding high early strength Class 3000 cement 42 43 concrete a distance of 12 inches beyond the valve box, and construct an HMA patch following 44 the replacement Work. All parts of the water valve assembly damaged as a result of the 45 Contractor's operations shall be replaced at no expense to the Contracting Agency or utility 46 owner.

- 47
- 48 Section 7-12.3(2) is added as follows:

1										
2	7-12.3(2) Adjust Water Valve Box									
3	The Contractor shall submit an adjustment plan to the Engineer for raising water valve box									
4	top sections and lids or water valve box assemblies. The Contractor shall not perform									
5	adjustment Work until receiving adjustment plan approval. Adjustment operations shall be									
6	conducted to prevent damage to the valve, water valve box top section and lid, or water									
7	valve box assembly. All parts or materials damaged as a result of the Contractor's									
8	operations shall be replaced at no expense to the Contracting Agency or utility owner									
9										
10	Where shown in the Plans, the Contractor shall raise water valve boxes to final grade in									
11	one of the following manners:									
12										
13	 Raise existing water value box top section and lid 									
13	 Remove existing water value box top section and lid, and raise with new 									
14	water value box top section and lid									
16	Bomovo existing water valve box assembly, and raise with new water valve									
10	• Remove existing water valve box assembly, and raise with new water valve									
18	box assembly									
10	See City of Lyppwood Standard Drawing No. STD5 4A									
20	See City of Lynnwood Standard Drawing No. 51D3-4A.									
20	7-12 / Massurament									
$\frac{21}{22}$	Section 7-12.4 is supplemented with the following:									
$\frac{22}{23}$	Section 7-12.4 is supplemented with the following.									
$\frac{23}{24}$	Replacement of water value box ton section and cover will be made per each top section and									
$\frac{2}{25}$	cover replaced									
26										
27	Adjustment of water valve boxes will measured per each water valve box raised to finished									
$\frac{27}{28}$	grade after final paving									
29	grade alter inter paring.									
30	7-12.5 Payment									
31	Section 7-12.5 is supplemented with the following:									
32	essaint 12.5 le supplemented war alle fellowing.									
33	"Replace Water Valve Box Top Section and Cover" per each									
34	The unit Contract price per each for "Replace Water Valve Box Top Section and Cover" shall									
35	be full pay to furnish and install the new top section and cover of water valve boxes, including									
36	disposal of the existing valve box top section and lid									
37										
38	"Adjust Water Valve Box by Raising", per each									
39	The unit Contract price per each for "Adjust Water Valve Box by Raising" shall be full pay									
40	for all costs necessary to make the raising adjustment of the water valve box top section									
41	and lid including the preparation of adjustment plans									
42										
43										
44										
45										
46										
47	END DIVISION 7									
48										

1 2 3	Division 8 Miscellaneous Construction	
4 5 6	8-01 Erosion Control and Water Pollution Control	
0 7 8	8-01.3 Construction Requirements	
8 9 10 11	8-01.3(1)A Submittals (August 30, 2019, Lynnwood GSP)	
12 13 14 15 16 17	The first paragraph of Section 8-01.3(1)A is supplemented with the following: If the TESC Plan in the contract documents is adopted by the Contractor, the Contracting Agency shall be so notified prior to the Preconstruction Conference. the Contractor modifies the TESC Plan in the contract documents, the revise TESC Plan shall be submitted for approval prior to the Preconstruction Conference.	ne If ed on
19 20	Section 8-01.3(1)A is supplemented with the following:	
20 21 22 23 24	Upon receiving Notice to Proceed, and at least ten working days prior to mobilizir or beginning any on-site work, the Contractor shall prepare and submit the following documents for staff review:	າg າe
24 25 26 27 28 20	 Spill Prevention, Control & Countermeasures (SPCC) Plan – Per Section 1-07.15(1); Storm Water Pollution Prevention Plan (SWPPP) – Per Section 8- 01.3(1)A. 	
2) 30 31 32 33 34 25	The Contractor shall use the City of Lynnwood SPCC And SWPPP template found on the City's website at <u>http://www.lynnwoodwa.gov/Cit</u> <u>Services/EnvironmentalSurface-Water-and-Storm-Water/Environmental-Documents- and-Reports.htm</u> to develop the SPCC Plan and the SWPPP in lieu of the WSDC templates specified in the Standard Specifications.	≥s <u>y-</u>)T
36 37 38	The Contractor will not be authorized to mobilize or begin on-site work until bo the SWPPP and SPCC plan have been approved by the Contracting Agency.	th
39 40 41	Section 8-01.5 Payment (April 1, 2016, Lynnwood GSP)	
42 43	Section 8-01.5 is supplemented with the following:	
44 45 46	All costs associated with the preparation, approval and implementation of the SWPPP shall be considered incidental to the other bid items. No addition payment will be made.	ne al

1		
2 3	8-02	Roadside Restoration
4 5 6	8-02.3	Construction Requirements
6 7	8-(02.3(17) Property Restoration
8	Se	ction 8-02.3(17) is added as follows:
9 10 11 12 13 14		The Contractor shall blend the new construction into developed private property adjacent to the project using similar materials to those existing, (e.g. seeding and fertilizing shall be used to match into lawn areas; bark shall be used to match into planting areas; topsoil shall be used to match into garden areas; seeding, fertilizing, and mulching; irrigation system repair and/or restoration, etc.).
16 17 18		If the items used for the restoration have pay items in the Contract, they will be paid under those items.
19 20		If restoration of adjacent property requires use of materials that have no pay items, payment will be by force account under the item" Property Restoration".
22 23 24	8-02.4 Section	Measurement 8-02.4 is supplemented with the following:
24 25 26 27	No Re	specific unit of measurement will apply to the force account item of "Property storation."
28 29 30	Top cor	psoil will be measured by the cubic yard. Measurement will be made in the hauling nveyance at the point of delivery.
30 31 32 33	8-02.5 Section	Payment 8-02.5 is supplemented with the following:
34 35	"Pr	operty Restoration", by force account.
36 37 38	Pa 09.	yment for "Property Restoration" shall be by force account as described in Section 1- 6 of the Standard Specifications and no other compensation will be allowed.
39 40 41 42	For onl bec	the purpose of providing a common Bid Proposal for all Bidders and for that purpose y, the estimated cost of this Bid item has been arbitrarily entered in the Proposal to come part of the total Bid by the Contractor.
43 44 45	"To The cos	psoil Type", per cubic yard. e unit Contract price per cubic yard for "Topsoil Type" shall be full payment for all sts for the specified Work.

3

4

8-04 Curbs, Gutters, and Spillways

5 8-04.3 Construction Requirements

6 Section 8-04.3 is supplemented with the following: 7

Extruded Curb shall be constructed in accordance with the details shown in the Plans and per City of Lynnwood Standard Plan 3-9.

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For curb and gutter replacements where the Plans do not include curb return information, the Contractor shall be responsible to record existing gutter line information (radius and elevation), and replace with new curb and gutter in the same location.

Where curbs and gutters constructed at the intersection of 68th Ave W. and 200th St. SW
 are required to be constructed during weekend hours, the curbs and gutters shall be
 constructed with Class 4000 PSI cement concrete, as approved by the Engineer.

18
19 Gutter pans shall be constructed with 12 inch or 18 inch gutter pans, as detailed in the
20 Plans.

22 8-04.4 Measurement

Section 8-04.4 is supplemented with the following:

Cement Conc. Traffic Curb and ___ Gutter will be measured by the linear foot.

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28 8-05 Adjustment of Gas Valve Box

29 Section 8-05, including title, is replaced with the following:

30 31 8-05.1 Description

This Work consists of adjusting existing gas valve box top section, ring and cover by raising to finished grade following paving operations in accordance with the Plans and these Specifications at the locations shown in the Plans

Specifications at the locations shown in the Plans.

36 8-05.2 Vacant

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38 8-05.3 Construction Requirements

39 Adjustment operations shall be conducted to prevent damage to the valve, valve box top

section, ring or cover. All parts or materials damaged as a result of the Contractor's operations
 shall be replaced at no expense to the Contracting Agency or utility owner.

42

Per the pipeline safety regulations contained in WAC 480-93, valves must be maintained during
 construction and the corrosion protection for steel gas piping must be periodically monitored. It

44 is essential to coordinate the adjustment of valve boxes and cathodic protection test lead boxes.

46 PSE (Gas) requires a representative/Inspector on-site when any Work is being performed where

47 PSE gas facilities are known to exist.

48

1 **8-05.4 Measurement**

Adjusting gas valve boxes by raising will be measured per each for each gas valve box top
 section, ring, and cover adjusted to finished grade after final paving.

5 8-05.5 Payment

6 Payment will be made in accordance with Section 1-04.1, for the following Bid items when 7 included in the Proposal:

- 8
- 9 "Adjust Gas Valve Box By Raising", per each.
- 10 The unit Contract price per each for "Adjust Gas Valve Box By Raising" shall be full pay for all 11 costs necessary to make adjustments to the finished grade.
- 12 13

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14 8-09 Raised Pavement Markers

16 **8-09.1 Description**

- 17 Section 8-09.1 is supplemented with the following:
 - This Work shall also consist of removing existing raised pavement markers.

20 8-09.3 Construction Requirements

21 Section 8-09.3 is supplemented with the following: 22

Raised pavement markers are to be removed by the Contractor and replaced as detailed herein. Existing RPMs shall be removed prior to pavement repair and/or overlay Work. Contractor shall sufficiently reference locations of existing RPMs so that they can be placed back in the same locations.

28 **8-09.5** Payment

- Section 8-09.5 is supplemented with the following:
 - "Raised Pavement Marker Type _____", per hundred.
 - The unit Contract price per hundred for "Raised Pavement Marker Type ______" shall include all work associated with removal of existing raised pavement markers required for restriping, as well as installation of new raised pavement markers.

37 38 **8-13 M**d

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8-13 Monument Cases

40 **8-13.1 Description**

41 Section 8-13 is deleted and replaced with the following:42

43 **8-13.1 Description**

- This Work shall consist of furnishing and placing survey monuments and monument cases with
 covers. This Work will also include adjusting survey monument cases to grade in accordance with
 City of Lynnwood Standard Drawing No. 317 and these Special Provisions. Providing survey Work
- 47 to set and maintain reference points is also included.
- 48

1 8-13.2 Materials

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Materials shall be as specified in City of Lynnwood Standard Drawing No. 317. The pipe
 monument shall include a <u>brass cap</u>.

8-13.3 Construction Requirements

8-13.3(1) Survey Monuments

8 The Contractor shall reference all monuments within the project limits in advance of 9 construction, and will set reference points. The Contractor must file for and obtain a 10 Monument Destruction Permit with the Washington State Department of Natural 11 Resources in accordance with WAC 332-120. Whenever a survey monument not shown 12 in the Plans is discovered, the Contractor shall immediately bring it to the attention of the 13 Engineer and shall take all precautions necessary to avoid damaging it.

Whenever an existing monument is disturbed, or when a new monument is set, the Contractor shall coordinate with the Contracting Agency to obtain and complete required monument permit documentation. The Contracting Agency contact person is Nick Barnett at (425) 670-5211.

Survey monuments shall be furnished and set by the Contractor at positions determined by
 a licensed Professional Land Surveyor provided by the Contractor. This Work could include
 resetting existing monuments that are destroyed by the construction or setting new survey
 monuments as part of the Project, in accordance with City of Lynnwood Standard Drawing
 No. 317.

All survey monument Work shall be done by a Professional Land Surveyor licensed in the State of Washington under the provisions of RCW 18.43.020. All survey monument Work done by the Contractor shall conform to the requirements of RCW 58.09.120 and 58.09.130. Removal and replacement of GLO or Geodetic Control monuments shall conform to the requirements of WAC 332-120.

32 The Contractor shall complete the requirements for referencing monuments to the NAD 83-33 91 horizontal datum by completing a control survey which references the Contracting 34 Agency's NAD 83-91 survey control monuments. This control survey procedure and 35 reference monument selection must be approved by the Engineer prior to beginning this 36 Work. Also, all survey field notes for the control survey must be recorded in a Contracting 37 Agency supplied field book and returned to the Engineer at the completion of the Work. The 38 surveyor must punch the original monument position stamp with its surveyor's license 39 number as required in RCW 58.09.120 on the brass cap of each monument set. The surveyor 40 shall also stamp the Contracting Agency supplied monument number on each monument 41 set. All monument survey Work shall be coordinated with and approved by the Engineer 42 before final payment is made to the Contractor. After installation of the monument, a 43 Completion Report must be filed with the Washington State Department of Natural 44 Resources as required in WAC 332-120-060.

45

The surveyor shall provide at least four reference points in the vicinity of the monuments that are likely to be impacted by construction. The location of these reference points will be outside the construction Work and shall be coordinated with the Contractor and approved by the Engineer prior to surveying. These reference points shall be set by the Contractor's Professional Land Surveyor in advance of construction for the purpose of resetting the

February 11, 2020

- 1 monuments, including the monument case and cover, at the completion of the construction 2 Work.
- 3 4

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The Contractor shall carefully protect all reference points to the monuments and shall avoid destruction of the points. Any survey Work required to reset destroyed or lost reference points shall be paid for by the Contractor at no additional cost to the Contracting Agency.

8-13.4 8 Measurement

9 Monument, monument case, and cover will be measured by the unit for each monument, monument case, and cover furnished and set. 10

12 8-13.5 Payment

13 Payment will be made for each of the following Bid items that are included in the Proposal: 14

- "Monument, Monument Case, and Cover", per each.
- 15 16 The unit Contract price for "Monument, Monument Case, and Cover" shall be full pay for all 17 costs, including, but not limited to, labor, Equipment, and materials to apply for and obtain a Monument Destruction Permit, file a Completion Report, set and maintain reference points, 18 19 set monuments, monument cases, and covers, and adjust monument cases and covers, and 20 any other elements of Work associated with maintaining control points, removal of existing 21 monuments, and providing new monuments. 22

23 8-14 **Cement Concrete Sidewalks**

25 8-14.1 Description

26 Section 8-14.1 is revised to read: 27

- (April 3. 2017 WSDOT GSP)
- 28 29 This Work consists of constructing cement concrete sidewalks, curb ramps, bus stop 30 shelter foundations, masonry sidewalks, and ramp grinding in accordance with details 31 shown in the Plans, Standard Plans, these Specifications, and in conformity to the lines and grades shown in the Plans, Standard Plans, and as established by the Engineer. 32

34 **Construction Requirements** 8-14.3

35 Section 8-14.3 is supplemented with the following: 36

37 (April 3, 2017 WSDOT GSP)

The Contractor shall request a pre-construction meeting with the Engineer to be held two to 38 39 five working days before any Work can start on cement concrete sidewalks, curb ramps or 40 other pedestrian access routes to discuss construction requirements. Those attending shall 41 include: 42

- 1. The Contractor and Subcontractor in charge of constructing forms, and placing, and finishing the cement concrete.
- 2. Engineer (or representative) and Project Inspectors for the cement concrete sidewalk, curb ramp or pedestrian access route Work.
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Items to be discussed in this meeting shall include, at a minimum, the following:

1									
2	1.	Slopes shown on the Plans							
3	_								
4	2.	Inspection							
5 6	3	Traffic control							
7	5.								
8	4.	Pedestrian control, access routes and delineation							
9									
10	5.	Accommodating utilities							
11 12	6	Formwork							
12	0.	1 OTTIWOR							
14	7.	Installation of detectable warning surfaces							
15		U							
16	8.	Contractor ADA survey and ADA Feature as-built requirements							
17	0	Cald M/a ath an Drata atian							
18 19	9.	Cold Weather Protection							
20	(January	(7. 2019 WSDOT GSP)							
21	Timing	Restrictions							
22	Curb ran	nps shall be constructed on one leg of the intersection at a time. The curb ramps							
23	shall be	completed and open to traffic within five calendar days before construction can							
24	begin on	another leg of the intersection unless otherwise allowed by the Engineer. Unless							
25	otherwis	e allowed by the Engineer, the five calendar day time restriction begins when an							
26	existing	curb ramp for the quadrant or traffic island/median is closed to pedestrian use and							
27	ends when the guadrant or traffic island/median is fully functional and open for pedestrian								
28	access.								
29									
30	(January	7, 2019 WSDOT GSP)							
31	Lavout	and Conformance to Grades							
32	Using th	e information provided in the Contract documents, the Contractor shall lav out.							
33	grade and form each new curb ramp sidewalk and curb and gutter								
34	9								
35	8-14.3	(3) Placing and Finishing Concrete							
36	Section	8-14 3(3) is supplemented with the following:							
37	Ocotion								
38	Sic	lewalk and curb and autter shall not be noured monolithically. A full denth							
30		pansion joint will be required when concrete sidewalk is placed adjacent to other							
<i>1</i> 0	evi boi	ansion joint will be required when concrete sidewark is placed adjacent to other							
40 //1	1101	a surfaces (such as driveways of vertical curbs), of as directed by the Engineer.							
41	VVI	repetien of 69th Ave W, and 200th St. SW are required to be constructed during							
42	Inte	elsection of both Ave w. and 200th St. Sw are required to be constructed during							
43	we	ekend hours, the cement concrete sidewarks and curb ramps shall be constructed							
44 15	WI	n Class 4000 For cement concrete, as approved by the Engineer.							
т 5 46	8-1 <i>4</i> 4 M	leasurement							
47	Section 8-1/	1.4 is supplemented with the following:							
48									
40	0								

Cement concrete curb ramps of all types will be measured by the square yard of completed
 curb ramp installed and includes the installation of the detectable warning surface.

1 2 8-14.5 Payment

- 3 Section 8-14.5 is supplemented with the following: 4
 - "Cement Conc. Curb Ramp Type ", per square yard.
- 5 6 The unit Contract price per square yard for "Cement Conc. Curb Ramp Type " shall be full compensation for installing the curb ramp as specified, including the "Detectable Warning 8 Surface". 9
- 10 Payment for "Cement Conc. Sidewalk", and "Cement Conc. Curb Ramp Type " as specified, shall be contingent upon finished concrete meeting all slopes, lines and grades in 11 12 compliance with the Contract documents. All Work not in compliance with the Contract documents shall be considered defective and shall be removed and replaced solely at the 13 14 Contractor's expense. At the discretion of the Engineer, any damage done to existing 15 sidewalk or curb ramps noted to remain as a result of the Contractor's Work, shall be repaired 16 to the satisfaction of the Engineer, at no additional expense to the Contracting Agency.

17 18 Illumination, Traffic Signal Systems, Intelligent Transportation Systems, 8-20 19 and Electrical

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8-20.1 Description

8-20.1(1) Regulations and Code

The first sentence of the first paragraph of Section 8-20.1(1) is deleted and replaced with the following:

All electrical equipment shall conform to the standards of the National Electrical Manufacturers Association (NEMA), FHWA IP-78-16, the Radio Manufacturers Association, the American Society for Testing and Materials (ASTM), the American Association of State Highway and Transportation Officials (AASHTO), the American National Standards Institute (ANSI), the National Electrical Safety Code (NESC), the International Municipal Signal Association (IMSA), whichever is applicable, and to other codes listed herein.

The last paragraph Section 8-20.1(1) is deleted and replaced with the following:

Unless otherwise noted, the location of signals, controllers, standards, conduit, CCTV, DMS and all related appurtenances shown in the Plans are approximate and shall be verified with the Engineer in the field prior to installation.

41 8-20.1(2) Industry Codes and Standards

The following is added at the end of the first paragraph of Section 8-20.1(2):

43 44 National Electrical Safety Code (NESC) 45 Secretary NESC, NESC Committee, IEEE 46 Post Office Box 1331 47 445 Hoes Lane 48 Piscataway, NJ 08855-1331

This Section is supplemented with the following new subsection:

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8-20.1(3) Permitting and Inspections

Electrical installations are subject to electrical inspection in accordance with RCW 19.28.101.
 Electrical inspections may only be performed by an electrical Inspector meeting the
 requirements of RCW 19.28.321. Electrical installations will not be accepted until they have
 been inspected and approved by an electrical Inspector as required by this Section. This
 inspection is required even if there is no new electrical service or new electrical meter being
 installed in the Contract.

- Installations within WSDOT Right of Way are subject to a minimum of a final inspection by a
 WSDOT certified electrical Inspector as allowed by RCW 19.28.141. A separate permit is
 not required for electrical installations within WSDOT Right of Way. Additional inspections
 may be required at the discretion of the Engineer.
- Installations outside of WSDOT Right of Way are subject to permitting and inspection by the
 Washington State Department of Labor and Industries (L&I) or a local jurisdiction approved
 for that location by L&I. Approved local jurisdictions and their contacts may be found on the
 L&I website at
- 19 http://www.lni.wa.gov/TradesLicensing/Electrical/FeePermInsp/CityInspectors/.

8-20.1(4) Warranties

- 22 Section 8-20.1(4) is added as follows: 23
 - The Contractor shall provide a warranty for all material to be furnished under this Bid for the greater of two (2) years or the warranty time period as provided by equipment manufacturers, from the date of actual system turn-on (unless otherwise specified here-in). The warranty shall apply to all material including those items not manufactured by the Contractor and shall provide that all material at the time of delivery shall be free from defects in material and workmanship and shall be fit for the uses set forth in these Specifications.

The warranty shall assign responsibility to the Contractor for all costs of replacement or repair of defective materials except those materials supplied by the Contracting Agency. Replacement or repair shall be made within five (5) working days following notification of a discrepancy.

37 8-20.2 Materials

- 38 Section 8-20.2 is supplemented with the following:
- 40 8-20.2(1) Equipment List and Drawings
- 41 Section 8-20.2(1) is revised to read as follows:

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Within thirty (30) calendar days following execution of the Contract, the Contractor shall provide all documentation pertaining to the materials and method of execution proposed to satisfy the requirements of this Section. The Engineer's approval is required prior to the committing of any materials or the commencement of any Work.

1 2 3 4		The Engineer shall either approve or disapprove each submitted item within twenty- one (21) calendar days of submittal subject to the completeness of the Contractor's submittal. Actual elapsed time for the Engineer's review is dependent upon the completeness and appropriateness of the documentation being submitted. Any							
5	deficiencies in the Contractor's submittals shall require additional time for approval.								
6	Any delays caused by such deficiencies shall not be grounds for extension of project consideration dates. The Contractor shall anticipate review intervals and achadula								
7	submittals accordingly to ensure project progress in accordance with Section 1-08.3								
8		submittals accordingly to ensure project progress in accordance with Section 1-08.3.							
9 10		The Engineer's approval of any submitted desumantation shall in no way reliave the							
10		Contractor from compliance with the safety and performance requirements as spec							
12		herein							
13									
14		Submittals required by this item shall include, but not be limited to, the following:							
15									
16		1. A material staging plan, should the Contractor propose Contracting Agency-							
17		owned property as a staging area.							
18									
19		2. Proposed material Specifications for all traffic signal, ITS and communication							
20		system components. This shall include, but not be limited to, poles, junction							
21		boxes, conduit, cabling, slice materials, signal heads, push buttons, luminaries,							
22		all signal and communication system hardware, including cabinets and cabinet-							
23		contained hardware.							
24		O Outprittele shall be used to vible and enderly submitted with an index or							
25 26 27		transmittal form listing all contents will be rejected. Neatly organize each package							
28 29 30		of submittal data and separate by hardware item. Where catalogue sheets are copied listed multiple items, all items proposed for use on this project shall be highlighted to distinguish from items not proposed for use on the project.							
31 32 33	8-20.3	Construction Requirements							
34	8-2	0.3(4) Foundations							
35	Sec	tion 8-20.3(5) is supplemented with the following:							
36 37	The	e following is added at the end of this Section:							
38 20		It is an their stand that the mean and three 4 DO make any the association of 00th Association							
39 40		It is anticipated that the proposed type 1 PS pole on the east side of 68" Ave. at the							
40 41		68" Ave. W. Midblock Crossing will be in close proximity to an existing watermain. The							
41 42		Contractor shall potnole the locations detailed in the Plans to determine it there is a							
42 42		conflict between the proposed foundation and the existing adjacent watermain at that							
43 11									
44 15		If at any point the existing watermain is exposed during the foundation execution or							
т Ј Лб		in at any point the existing watermain is exposed during the foundation excavation of installation operations, the Contractor shall immediately potify the Engineer. The							
47		Contractor shall take all practical precautions to protect and avoid the watermain							
		Under no circumstance shall the Contractor excepted under the existing watermain or							
49		to a depth below the watermain if and when exposed, without prior approval by the							

Engineer. Damage to the existing watermain shall be repaired to the satisfaction of the Engineer at no additional expense to the Contracting Agency.

8-20.3(5) Conduit

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Section 8-20.3(5) is supplemented with the following:

The following is added at the end of this Section:

Installation of conduit shall conform to appropriate articles of the Code and these Specifications.

The ends of all conduits, metallic and non-metallic shall be reamed to remove burrs 12 13 and rough edges. Field cuts shall be made square and true. Slip joints or running 14 threads will not be permitted for coupling metallic conduit; however, running threads will be permitted in traffic signal head spiders and RGS outerduct. When installing rigid 15 16 galvanized steel conduit and standard coupling cannot be used, an approved 3-piece 17 coupling shall be used. The threads on all conduit shall be rust-free, clean. All 18 couplings shall be tightened so that a good electrical connection will be made 19 throughout the entire length of the conduit run. If the conduit has been moved after 20 assembly, it shall be given a final tightening from the ends prior to backfilling. Nonmetallic conduit shall be assembled using the solvent cement specified in Section 9-21 22 29.1. With the exception of connections to HDPE conduit, PVC conduit shall be connected with medium grade gray cement solvent applied per the manufacturer's 23 24 recommendations. Where the coating on galvanized conduit has been damaged in 25 handling or installing, such damaged areas shall be thoroughly painted with 26 galvanizing repair paint, Formula A-9-73. All conduit including spare conduits shall be installed with bushings. Rigid galvanized steel conduit shall be installed with insulated 27 28 grounding bushings which have standard threading that extends around the entire 29 circumference of the bushing. PVC conduit shall be installed with molded one-piece 30 end bell bushings. All conduit including spare conduits shall be installed with plugs, which shall not be removed until installation of conductors or pull string. Upon 31 32 installation of wiring all conduits entering pad mounted cabinets, all conduit entering 33 ITS hubs, and all ITS conduit 2 inches in diameter or larger, shall be sealed with an 34 approved mechanical plug at both ends of the conduit run. Upon installation of wiring 35 at other locations, conduit shall be sealed with duct seal. Upon installation of the pull string, spare conduit shall be plugged. 36 37

Nonmetallic conduit bends, where allowed, shall conform to Article 352.24 of the Code. Eighteen-inch radius elbows shall be used for PVC conduit of 2-inch nominal diameter or less. Standard sweep elbows shall be used for PVC conduit with greater than 2-inch nominal diameter unless otherwise specified in the Plans. In nonmetallic conduit less than 2-inch nominal diameter, pull ropes for wire installation shall be not less than 1/4 inch diameter. In nonmetallic conduit of 2-inch nominal diameter of 2-inch nominal diameter of 2-inch nominal diameter. In nonmetallic conduit of 2-inch nominal diameter or larger, pull ropes for wire installation shall be not less than 1/4 inch diameter.

Conduit shall be laid so that the top of the conduit is a minimum depth of:

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- 1. 24-inches below the bottom of curb in the sidewalk area
- 2. 24-inches below the top of the Roadway base.
- 3. 24-inches below the finish grade in all other areas.

1	Where nonmetallic co	onduit is ins	hallet	care	chall	hous	od in	AVCA	vətina	ineta	lling and	
$\frac{2}{3}$	backfilling so that no	backfilling, so that no rocks, wood, or other foreign material will be left in a position to										
4	cause possible damage.											
5												
6	Metallic and nonmeta	Metallic and nonmetallic conduit installation shall include equipment grounding										
7	conductor and shall c	conductor and shall conform to requirements noted in the Standard Plans.										
8												
9	Conduit entering thro	Conduit entering through the bottom of a junction box shall be located near the end										
10	walls to leave the ma	walls to leave the major portion of the box clear. At all outlets, conduit shall enter from										
11	the direction of the ru	the direction of the run, terminating six (6) to eight (8) inches below the junction box lid										
12	and within three (3) in	nches of the	e box	wall n	eares	st its e	ntry Ic	ocatio	n.			
13			h a h a ll	له ما		ما د	~~ ~~		ما م:		مطبعا ممط	
14 15	All covered undergro	All covered underground conduit shall be cleaned with an approved sized mandrel and										
15 16	blown out with compl	lesseu all p		puilli	ig wir	e.						
10	Conduit runs shown i	in the Plans	are f	or Rid	dina r	Jurno	ses or	nlv an	d mav	/ he cl	handed	
18	with approval of the F	Engineer, to	avoid	d obst	ructio	ns.	505 01	ily all	umay		langea,	
19				. 0.000	laotio							
20	8-20.3(8) Wirina											
21	Section 8-20.3(8) is suppl	emented w	ith the	e follo	wina:							
22					5							
23	Field Wiring Chart											
24	501 4	AC+ Input			516-5	520 Ra	ailroad	d Pre-	empt			
25	502	AC- Input			5A1-5	5D5 E	merge	ency l	Pre-er	npt		
26	503-510 0	Control-Dis	olay		541-5	580 Co	oordin	ation		•		
27	511-515 \$	Sign Lights	•		581-5	599 Sp	oare					
28												
29												
30	Movement Number	1	2	3	4	5	6	7	8	9		
31 32	Vehicle Head											
33	Red	611	621	631	641	651	661	671	681	691		
34	Yellow	612	622	632	642	652	662	672	682	692		
35	Green	613	623	633	643	653	663	673	683	693		
36	Spare	614	624	634	644	654	664	674	684	694		
37	Spare	615	625	635	645	655	665	675	685	695		
38	AC-	616	626	636	646	656	666	676	686	696		
39	Red Auxiliary	617	627	637	647	657	667	677	687	697		
40	Yellow Auxiliary	618	628	638	648	658	668	678	688	698		
41	Green Auxiliary	619	629	639	649	659	669	679	689	699		
42	Pedestrian Heads &	Dets.										
43	Hand	711	721	731	741	751	761	771	781	791		
44	Man	712	722	732	742	752	762	772	782	792		
45	AC-	713	723	733	743	753	763	773	783	793		
46 47	Detection	/14	724	734	744	/54 755	764	114	/84	794		
4/ 10	Common-Detect	uon /15	725	135	745	155	105	115	105	795		
4ð 40	Spare	710	120 707	130	740 777	100	100	110 777	100 707	190		
サフ	Spare	/ 1 /	121	131	141	101	101	111	101	191		

1	Spare	718	728	738	748	758	768	778	788	798
2	Spare	719	729	739	749	759	769	779	789	799
3	Detection									
4	AC+	811	821	831	841	851	861	871	881	891
5	AC-	812	822	832	842	852	862	872	882	892
6	Common-Detection	813	823	833	843	853	863	873	883	893
7	Detection A	814	824	834	844	854	864	874	884	894
8	Detection B	815	825	835	845	855	865	875	885	895
9	Loop 1 Out	816	826	836	846	856	866	876	886	896
10	Loop 1 In	817	827	837	847	857	867	877	887	897
11	Loop 2 Out	818	828	838	848	858	868	878	888	898
12	Loop 2 In	819	829	839	849	859	869	879	889	899
13	Supplemental Detection									
14	Loop 3 Out	911	921	931	941	951	961	971	981	991
15	Loop 3 In	912	922	932	942	952	962	972	982	992
16	Loop 4 Out	913	923	933	943	953	963	973	983	993
17	Loop 4 In	914	924	934	944	954	964	974	984	994
18	Loop 5 Out	915	925	935	945	955	965	975	985	995
19	Loop 5 In	916	926	936	946	956	966	976	986	996
20	Loop 6 Out	917	927	937	947	957	967	977	987	997
21	Loop 6 In	918	928	938	948	958	968	978	988	998
22	Spare	919	929	939	949	959	969	979	989	999
23	-									

8-20.3(11) Testing

Section 8-20.3(11) is supplemented with the following:

27 The Contractor shall conduct tests to assure proper intended operation of the flashing 28 beacon system. The Contractor shall provide the Engineer a minimum of five (5) working 29 days advance notices of the proposed flashing beacon system turn-on date and time for 30 approval. The flashing beacon turn-on procedure shall not begin until all required 31 channelization, pavement markings, and signs are installed. The Contractor shall provide 32 traffic control to stop all traffic from entering the intersection or affected street segment and 33 shall then turn the flashing beacon system to its flash mode to verify proper flash 34 indications. The Engineer will verify proper flash pattern and rate is implemented. The 35 Contractor shall then conduct functional tests to demonstrate that each part of the flashing 36 beacon system functions as intended consistent with plans, project Specifications, and 37 manufacturer's Specifications. This demonstration shall be conducted in the presence of 38 the Engineer. The Engineer may introduce additional testing to assess full functions of the 39 system as intended. Based on the results of the turn-on, the Engineer will direct the 40 Contractor to either keep the flashing beacon system on normal operation or to turn the 41 system off and cover all lighted displays until necessary corrections by the Contractor are 42 completed.

8-20.3(14) Signal Systems

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8-20.3(14)G Pedestrian Pushbutton Assemblies

Section 8-20.3(14)G is added as follows:

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The Contractor shall provide and install the pedestrian push buttons on the signal pole. All mountings shall be securely fastened and approved by the Engineer.

February 11, 2020
The position of the pedestrian push buttons shall be located generally so that the button is parallel to the crosswalk for which the button is intended to serve; however, final positioning for the optimum effectiveness shall be approved by the Engineer.

8-20.3(17) "As Built" Plans

Section 8-20.3(17) is deleted in its entirety and replaced with the following:

Upon completion of the construction and prior to the turn-on of any traffic control equipment, the Contractor shall furnish an "as-built" plan of each intersection showing all signal heads, pole locations, detectors, junction boxes, miscellaneous equipment, conductors, cable wires up to the signal controller cabinet, and with a special symbol identifying those items that have been changed from the original Contract Plans. All items shown in the Contract Plans shall be located within one (1) foot horizontal distance and six (6) inches vertical distance above, below or at the surface.

17 8-20.5 Payment

- 18 Section 8-20.5 is supplemented with the following:19
- 20 "Flashing Beacon (Location)", per lump sum.

21 The lump sum Contract price for "Flashing Beacon (Location)" shall include all labor, 22 equipment, methods, and materials necessary to install the flashing beacon in accordance 23 with the manufacturer's recommendations and all applicable details and Special Provisions 24 of the Contract Documents and the Standard Specifications. Work includes but is not 25 limited to any required excavation and backfill, wiring and conduit, junction boxes, electrical 26 grounding, concrete foundations, support poles and pole bases, relocation of existing poles 27 to new foundations, pedestrian push buttons, pedestrian push button posts, flashing lights 28 and brackets, solar panel(s), battery backup, wireless transmitters and receivers, as-builts, 29 and all necessary anchors and fasteners in accordance with the details and Special 30 Provisions of the Contract Documents and all applicable Standard Specifications. New or 31 relocated signing mounted to the pole with the flashing beacon shall not be included in this 32 unit Contract price.

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34 "Traffic Signal System Modifications (Location)", per lump sum.

35 The lump sum Contract price for "Traffic Signal System Modifications (Location)" shall include 36 the cost of accessible pedestrian systems as shown in the Plans, including removal of 37 existing foundations, wiring, posts, pushbutton assemblies, salvage of designated 38 pushbutton assemblies and miscellaneous signal equipment, new foundations, posts, 39 pushbutton assemblies, wiring, and testing. The lump sum Contract price shall also include 40 adjusting the elevation of the junction boxes or pull boxes as shown in the Plans, installation of premolded joint filler, slip resistance treatment, as-builts, installation or replacement of the 41 42 gravel pad and the adjustment of conduit placement within the junction box or pull box. All 43 Work shall conform to the requirements of Standard Plans J-40.20-03, J-40.10-04 and J-44 40.30-04.

When the replacement or modification of electrical or communication system cables, wiring
or conductors or other associated Work, not identified as Work in the Contract Plans, is
required as a result of the adjustment of existing junction boxes or pull boxes, all costs
associated with those modifications shall be paid in accordance with Section 1-04.4.

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8-22 Pavement Marking

4 8-22.1 Description

Section 8-22.1 is supplemented with the following:

This work consists of placing plastic MMA bicycle lane lines, plastic MMA stop lines, and plastic MMA crosswalk lines.

10 **8-22.2 Materials**

11 Section 8-22.2 is supplemented with the following:

Lines in the Plans called out to be plastic MMA shall be MMA. Thermoplastic shall NOT be used. Materials for MMA installation shall adhere to section 8-22.2 of the Standard Specifications.

17 **8-22.4 Measurement**

18 Section 8-22.4 is supplemented with the following:19

Plastic MMA Bicycle Lane Line shall be measured by the linear foot.

Plastic MMA Stop Line shall be measured by the linear foot.

Plastic MMA Crosswalks shall be measured by the square foot.

Removal of existing bicycle lane line will NOT be measured.

29 8-22.5 Payment

30 Section 8-22.5 is supplemented with the following:

- "Plastic MMA Bicycle Lane Line", per linear foot, shall include all costs for furnishing and
 applying MMA bicycle lane lines, in accordance with section 8-22, as well as all Work and
 costs necessary to remove the existing striping necessary to apply the new striping.
- "Plastic MMA Stop Line", per linear foot, shall include all costs for furnishing and applying
 MMA stop lines, in accordance with section 8-22.
 - "Plastic MMA Crosswalk", per square foot, shall include all costs for furnishing and applying MMA crosswalks, in accordance with section 8-22.
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43 8-23 Temporary Pavement Markings

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8-23.1 Description

46 Section 8-23.1 is supplemented with the following:

48 This work also consists of furnishing, placing, and maintaining temporary flexible raised 49 pavement markers and removing temporary pavement marker protective plastic covers. 1 2

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Temporary Pavement Marking shall provide full lane delineation at all intersections and all marked lane lines within the project area. Pavement markings are anticipated to be restored in same locations as existing so temporary markings shall provide all needed reference to place permanent pavement markings back in the same locations.

7 8-23.4 Measurement

8 Section 8-23.4 is supplemented with the following: 9

Temporary pavement markings will be measured by the linear foot of each installed line or
 grouping of markers, with no deductions for gaps in the line or markers.

13 8-23.5 Payment

Section 8-23.5 is supplemented with the following:

"Temporary Pavement Marking", per linear foot, shall include all costs for application, or
 reapplication, uncovering temporary flexible raised pavement markers, and disposal of
 plastic covers.

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END DIVISION 8

City of Lynnwood 2020 Pavement Preservation Project

	Division 9 Materials		
9-29	Illumination, Signal, Electrical		
9-29.2	Junction Boxes, Cable Vaults, and Pull Boxes		
	Concrete Junction Boxes		
	Section 9-29.2(1)A1 is supplemented with the following:		
	Both the non-slip lid and non-slip frame shall be treated with Mebac1 (their most aggressive surface) as manufactured by IKG industries, or SlipNOT Grade 3-coarse as manufactured by W.S. Molnar Co. The non-slip lid shall be identified with permanent marking on the underside indicating the type of surface treatment ("M1" for Mebac 1; or "S3" for SlipNot3) and the year of manufacturer. The permanent marking shall be 1/8 inch line thickness formed by engraving, stamping or with a stainless steel weld bead.		
9-29.3	Fiber Optic Cable, Electrical Conductors, and Cable		
Section	ection 9-29.3 is supplemented with the following:		
Ciro Pla	Circuit conductors shall be standard copper wire in all conduit runs with size specified in the Plans.		
Cal nur	Cable entering cabinets shall be neatly bundled and wrapped. Each wire shall bear the circuit number and be thoroughly tested before being connected to the appropriate terminal.		
The spe	The Contractor shall provide all materials required for the installation and splicing of the specified communications cables, power cables and associated interface devices.		
At sec	At the request of the Engineer, the Contractor shall submit a three (3) foot sample cable section to the Engineer for approval for each type of cable to be utilized.		
9-29.6	Light and Signal Standards		
Section	9-29.6 is supplemented with the following:		
	Traffic Signal Standards Traffic signal standards shall be furnished and installed in accordance with the methods and materials noted in the applicable Standard Plans, pre-approved plans, or special design plans.		
	All welds shall comply with the latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals. Welding inspection shall comply with Section 6-03.3(25)A Welding Inspection.		

1 2 3	Hardened wash lockwashers. <i>A</i> shall comply wi	Hardened washers shall be used with all signal arm connecting bolts instead of lockwashers. All signal arm ASTM F 3125 Grade A325 connecting bolts tightening shall comply with Section 6-03.3(33).				
4 5	Traffic signal st	andard types and applica	able characteristics are as follows:			
6 7 8	Type PPB	Pedestrian push butto 20.10 or to one of the	on posts shall conform to Standard Plan J- following pre-approved plans:			
9 10 11 12		<u>Fabricator</u> Northwest Signal Supply Inc.	<u>Drawing No.</u> NWS 3565			
13 14 15 16		Valmont Ind. Inc.	DB01165 Rev. A Sheet's 1, 2, 3 & 4 of 4			
17 18 19		Ameron Pole Prod. Div.	WA10TR-1 Rev. F and WAPPBPBA Rev. B			
20 21 22		Union Metal Corp.	TA-10035 Rev. R8 Sht. 1			
23 24 25 26		West Coast Engineering Group	WSDOT-PP-01 Rev. 1			
20 27 28 29		KW Industries	10-200-PED-1 Rev. 9, Sheets 1, 2 and 3			
30 31 32	9-29.19 Pedestrian Section 9-29.19 is s	Push Buttons upplemented with the fol	lowing:			
33 34 35 36	Accessible Pe When required pedestrian sign pedestrian pusl	destrian Signal (APS) F in the Contract, APS Pus al (APS) shall be a comp nbutton location shown ir	Pushbuttons shbuttons shall be provided. Each accessible elete APS pushbutton system at each in the Plans. Equipment shall be:			
37 38 39	Camp	bell Company Advisor G	uide Accessible Pedestrian Station (AGPS)			
40 41	Each pushbutto	on station shall include th	e following:			
42 43	1. Flat bl	ack colored housing.				
44 45	2. Pushb	outton arrow on a white b	ackground. Pushbutton arrow shall be silver.			
46 47 48	3. Integra shall b	al 9" x 15" R10-3e sign. be included if required to	Braille shall not be included. Adaptor plates accommodate the sign.			
49 50	4. Appro	priate interface unit for in	stallation in associated pedestrian display:			

1				
		Campbell: Signal Power Interface (SPI) Unit		
2	_			
3	5.	Percussive tone / rapid tick walk indication.		
4				
5	6.	Voice messages, where specified in the Plans, pre-installed. Voice shall be		
6		male.		
7				
8	7.	Interconnect cable for installation between pushbutton station and pedestrian		
9		display interface unit. Unless otherwise specified in the Contract, cable shall		
10		be provided by the pushbutton manufacturer. Cable may be standard four		
11		conductor cable meeting the requirements of Standard Specification 9-		
12		29.3(2)B if it meets the pushbutton manufacturers requirements.		
13				
14	The follo	owing shall be provided at each intersection:		
15		5 1		
16	1.	One USB flash drive with copies of all voice message audio files for that		
17		intersection, placed in the traffic signal cabinet drawer or drawing envelope.		
18		A separate flash drive is required for each intersection.		
19				
20	2	One USB cable of the appropriate type (A to A A to B male/female, etc.)		
21		placed in the traffic signal cabinet drawer or drawing envelope		
$\frac{21}{22}$				
$\frac{22}{23}$	Any oth	er equipment or software required by the manufacturer for setup, operation		
$\frac{23}{24}$	and maintenance of the nusbhutten stations shall be provided			
2 - 25				
25	Dual bu	tton adaptor brackets are required for all installations with two APS		
20 27	Duai bu	tons on the same Type PDR Type PS, or Type I Signal Standard, Where dual		
$\frac{2}{2}$	button a	identar brackets or extension brackets are required they shall be obtained		
20	from the	same manufacturer as the nuclebutten station. Brackets and extensions from		
29 20	othor m	same manufacturer as the pushbullon station. Drackets and extensions norm		
30 21	Other ma	anulaciulers shall hol be used. Diackets shall be Campbell Company part		
21	number	s 505-0200 and 505-0175. Diackets shall be hat black and match the		
$\frac{52}{22}$	pedestri	an push button housing.		
33 24		aad Maaaanaa		
34 25	AP5 5p	leech wessages		
35	vvnere s	snown in the Plans, speech messages shall be provided in the following format:		
36		(() A J - 1 - 19		
31	•			
38	•	"Walk sign is on to cross [Street Name]."		
39				
10	Order forme shall	be completed by the Contractor using the information presented above		
40 41		The completed by the Contractor using the information presented above.		
41 40	0.20.22 \/202	nt		
+ ∠	J-23.22 VdCa			
43	Section 9-29.22,	including title, is deleted and replaced with the following:		
11				
44				

45 9-29.22 Flashing Beacon

46 General

City of Lynnwood 2020 Pavement Preservation Project

- 1 The Flashing Beacon (RRFB) shall be consist of pole (new or relocated, as shown in the 2 Plans), push button, flashing beacon indications, solar-panel(s), wireless transmitter, 3 control unit, and any associated wiring and mountings.
- 4 The flashing beacon shall be solar-powered.

5 The flashing beacon shall remain dark until initiated by activation of the pedestrian push 6 button. Each flashing beacon unit shall be activated by push button and relayed as a 7 system to operate all flashing beacon units simultaneously when any one push button is 8 activated. The flashing beacon units shall simultaneously cease operation after a 9 predetermined time limit per the Engineer. Agency Engineer will provide assistance to the 10 Contractor for setting the activation time duration.

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31 32 33 The approved product is the JSF Technologies AB-2412 series with 12-inch indications with AGPS modification.

Pedestrian Push Button

- 1. One pedestrian push button shall be mounted on poles identified per the Plans. Push button will activate the flashing beacon system.
- 2. Push buttons shall be ADA compliant and meet the requirements in Section 9-29.19 and as modified below.
- 3. Pedestrian push buttons used at flashing beacon locations shall not have the vibro-tactile feature. Pedestrian push buttons used at flashing beacon locations shall not have the red indication light. The pedestrian push button housing shall be black in color.
- 4. Pedestrian push buttons shall include MUTCD compliant sign R10-25 with the message "Press Button To Turn On Warning Lights" with a hand symbol (black text and symbols on white background). The sign shall be 9" by 12". Each push button assembly shall have one sign and the push button signing shall be identical to one another. The sign shall be mounted on the same housing as the push button and shall be oriented in the same direction as the push button.
- 5. The pedestrian push button shall be Campbell Company AGPS.
- Poles, Base, and Foundation
 The flashing beacons shall be installed on a pole as shown in the Plans.
 Foundations and bases shall be per the Plans.

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END DIVISION 9

SECTION 9 STANDARD PLANS





























TRAFFIC JUNCTION BOX DETAILS

SCALE NONE REVISION DATE 04/03 DEPARTMENT PW I:\Standard_Plans

PUBLIC WORKS







ISOMETRIC

NOTES

1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8'' (in) - 11 NC × 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down

BOLT-DOWN DETAILS SEE NOTE 1



RECTANGULAR SOLID METAL COVER

STANDARD PLAN B-30.20-04

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION



STATE DESIGN ENGINEER

Washington State Department of Transportation



DUAL-FACED CEMENT CONCRETE TRAFFIC CURB **CEMENT CONCRETE TRAFFIC CURB**

MOUNTABLE CEMENT CONCRETE TRAFFIC CURB

See Standard Plan F-30.10 for Curb Expansion and

CEMENT CONCRETE CURBS

STANDARD PLAN F-10.12-03







NOTES

- will service.



NOT TO SCALE

ISOMETRIC VIEW

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it

2. The BIGD shall have a built-in high-flow relief system (overflow bypass).

3. The retrieval system must allow removal of the BIGD without spilling the collected material.

4. Perform maintenance in accordance with Standard Specification 8-01.3(15).





PERSPECTIVE VIEW



LISA CYFORD DRAWN BY:











6' - 0"





ELLIPSE "A" ELLIPSE "B" AXIS 2' - 0" ELLIPSE "B" / 8" 1' - 6" AXIS 10" ~ ELLIPSE "B" AXIS

7.73 SQ.FT.

SYMBOL & LANE 🖌

NOTE



TYPE 2SL (LEFT) TRAFFIC ARROW





TYPE 7S TRAFFIC ARROW

DRAWN BY: COLBY FLETCHER




APPENDIX A

GEOTECHNICAL REPORT



January 7, 2019 HWA Project No. 2018-157-21

Perteet 2707 Colby Avenue, Suite 900 Everett, Washington 98201

Attention: Amanda Austin, P.E.

Subject: CITY OF LYNNWOOD 2019 OVERLAY PROJECT Lynnwood Washington

Ms. Austin:

At your request, HWA GeoSciences Inc. (HWA) performed pavement coring at 14 locations in Lynnwood, Washington to evaluate existing pavement layer and base course thicknesses for use in overlay design. Figure 1 shows the project vicinity.

Pavement Cores

Pavement layer thicknesses and shallow subgrade support conditions were investigated in fourteen, 6-inch diameter pavement cores, designated Core-1 through Core-14, performed on December 17, 26 and 27, 2018. Shallow subsurface explorations within each core were performed using hand augers and hand digging tools. The locations of the cores were selected by Perteet.

The approximate locations of the pavement cores are shown on the Site and Exploration Plans, Figures 2A through 2F. Photographic logs of the pavement cores are presented in Appendix A.

The coring and subsurface explorations were performed by two geologists from HWA. All core holes were backfilled with compacted gravel and patched with Aquaphalt.

Laboratory Testing

Representative soil samples obtained from the subsurface explorations were taken to the HWA laboratory for further examination and testing. Laboratory tests, as described below, were conducted on selected soil samples to characterize relevant engineering properties of the on-site soils.

Moisture Content of Soil: The moisture content (percent by dry mass) of selected soil samples was determined in accordance with ASTM D 2216. The

21312 30th Drive SE Suite 110 Bothell, WA 98021.7010

> Tel: 425.774.0106 Fax: 425.774.2714 www.hwageo.com

results are shown at the sampled intervals on the appropriate exploration logs in Appendix A.

Particle Size Analysis of Soils: Selected samples were tested to determine the particle size distribution of material in accordance with ASTM D 6913. The results are summarized on the attached Particle Size Analyses of Soils Reports, Figures B-1 through B-6, Appendix B, which also provide information regarding the classification of the samples and the moisture content at the time of testing.

2

January 7, 2019 HWA Project No. 2018-157-21

Pavement Structural Layers

Table 1 summarizes the pavement structures encountered in the pavement core explorations.

Designation	Location / Lane	HMA Thickness, (in.)	CSTC Thickness, (in.)	CSBC Thickness, (in.)	Total Pavement Thickness, (in.)
Core-1	6505 180 th St. SW, EB	2.5	-	-	2.5
Core-2	6207 182 nd St. SW, WB	3.0	-	-	3.0
Core-3	6303 183 rd Pl. SW, NB	3.0	2.5	-	5.5
Core-4	6027 187 th Pl. SW, WB	2.25	1.75	-	4.0
Core-5	5233 188 th St. SW, WB	4.0	-	-	4.0
Core-6	5233 188 th St. SW, EB	4.5	1.5	-	6.0
Core-7	18923 51 st Pl. W, NB	3.75	-	-	3.75
Core-8	4903 188 th St. SW, WB	5.0	3.0	-	8.0
Core-9	4903 188 th St. SW, EB	5.0	3.0	-	8.0
Core -10	20215 68 th Ave. W, SB	4.0	-	4.0	8.0
Core-11	20215 68 th Ave. W, NB	4.0	5.0	-	9.0
Core-12	19703 68 th Ave. W, SB	3.0	-	4.5	7.5
Core-13	19703 68 th Ave. W, NB	4.0	-	3.5	7.5
Core-14	21105 50 th Pl. W, NB	4.5	-	-	4.5

Table 1.	Thickness	of Pavement	Layers
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Conditions and Limitations

We have prepared this report for Perteet and the City of Lynnwood. The conclusions and interpretations presented in this report should not be construed as our warranty of the surface

conditions. Inconsistent conditions can occur between explorations and may not be detected by an exploration program of this scope and nature.

Within the limitations of scope, schedule and budget, HWA attempted to execute these services in accordance with generally accepted professional principles and practices in the fields of geotechnical and pavement engineering in the area at the time the report was prepared. No warranty, express or implied, is made.

-0.0----

We appreciate the opportunity to provide geotechnical services on this project. Should you have any questions or comments, or if we may be of further service, please do not hesitate to call.

Sincerely,

HWA GEOSCIENCES INC.

Bryan K. Hawkins, P.E. Senior Geotechnical Engineer





 SITE PLAN AERIAL PHOTO
 FIGURE NO.

 LYNNWOOD 2019 OVERLAY
 2018

 LYNNWOOD, WASHINGTON
 PROJECT NO.

 2018-157



		1
	SITE PLAN AERIAL PHOTO	FIGURE NO.
HWA GEOSCIENCES INC.	LYNNWOOD 2019 OVERLAY LYNNWOOD, WASHINGTON	2B PROJECT NO.
		2018-157



SITE PLAN AERIAL PHOTO FIGURE NO. LYNNWOOD 2019 OVERLAY HWA GEOSCIENCES INC. LYNNWOOD, WASHINGTON PROJECT NO. 2018-157





 SITE PLAN AERIAL PHOTO
 FIGURE NO.

 LYNNWOOD 2019 OVERLAY
 20

 LYNNWOOD, WASHINGTON
 PROJECT NO.

 2018-157



	SITE PLAN AERIAL PHOTO	FIGURE NO.
HWA GEOSCIENCES INC.	LYNNWOOD 2019 OVERLAY LYNNWOOD, WASHINGTON	2E PROJECT NO.
		2018-157



 SITE PLAN AERIAL PHOTO
 FIGURE NO.

 LYNNWOOD 2019 OVERLAY LYNNWOOD, WASHINGTON
 PROJECT NO.

 2018-157

APPENDIX A

PAVEMENT CORE PHOTO LOGS





FIGURE: A-2























EXCAVATION COMPANY: HWA GeoSciences Inc. EXCAVATING EQUIPMENT: 6-inch Diameter Core Barrel STREET: 21105 50th PI. W, Northbound Iane, 8-feet East of Ed	ge	LOCATION: See Figure 2F DATE COMPLETED: 12/17/18 LOGGED BY: V. Oskierko					
DEPTH (feet) SYMBOL USCS SOIL CLASS. DESCLIDION	SAMPLE TYPE SAMPLE NUMBER MOISTURE CONTENT(%) OTHER TESTS	PAVEMENT CORE PHOTO					
 4.5-inches Hot Mix Asphalt 3 lifts: 1.75 x 1.25 x 1.5 Cored on high severity alligator cracking. Cracking. SM Medium dense, olive gray, fine to coarse SAN and gravel, moist. (FILL) Medium dense, brown, fine to medium, silty S gravel, moist. Silt increasing with depth. Density decreasing 	ID, with silt						
3 Loose to medium dense, olive gray, fine to me SAND, with silt, moist. Excavation was terminated at 3 feet below ground water seepage was observed durin exploration.	edium Dund surface. ng the						
NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations. Lynnwood 2019 Overlay PAVEMENT CORE							
UWA HWAGEOSCIENCES INC.	Lynnwood, WA	C-14 PAGE: 1 of 1					

APPENDIX B

LABORATORY DATA

		_ ب			VITY		ATTERBERG LIMITS (%)					NO	
EXPLORATION DESIGNATION	TOP DEPTH (feet)	BOTTOM DEP1 (feet)	MOISTURE CONTENT (%)	ORGANIC CONTENT (%)	SPECIFIC GRA	LL	PL	PI	% GRAVEL	% SAND	% FINES	ASTM SOIL CLASSIFICATI	SAMPLE DESCRIPTION
C-01,S-1	0.4	1.2	7.6						45.9	38.3	15.8	GM	Yellowish-brown, silty GRAVEL with sand
C-02,S-1	0.8	1.3	10.0						53.4	33.2	13.4	GM	Yellowish-brown, silty GRAVEL with sand
C-03,S-1	0.5	1.3	9.4						32.7	49.8	17.5	SM	Yellowish-brown, silty SAND with gravel
C-04,S-1	0.5	1.3	10.4						28.2	49.8	21.9	SM	Light olive-brown, silty SAND with gravel
C-05,S-1	0.3	1.5	9.6						20.7	65.3	14.0	SM	Dark yellowish-brown, silty SAND with gravel
C-06,S-1	0.5	1.5	8.0						28.2	59.1	12.7	SM	Dark yellowish-brown, silty SAND with gravel
C-07,S-1	0.5	1.7	36.4						9.9	62.5	27.6	SM	Dark brown, silty SAND with organics
C-08,S-1	0.7	1.5	5.3						48.8	42.9	8.4	GP-GM	Very dark gray, poorly graded GRAVEL with sand and silt
C-09,S-1	0.7	1.5	5.8						40.6	49.5	9.9	SP-SM	Very dark gray, poorly graded SAND with silt and gravel
C-10,S-1	0.7	1.5	8.4						32.1	54.4	13.5	SM	Yellowish-brown, silty SAND with gravel
C-11,S-1	0.7	1.4	8.3						27.1	63.2	9.7	SP-SM	Brown, poorly graded SAND with silt and gravel
C-12,S-1	0.6	1.0	16.4						33.9	49.7	16.4	SM	Strong brown, silty SAND with gravel
C-13,S-1	0.6	1.5	6.4						39.9	44.3	15.8	SM	Olive-brown, silty SAND with gravel

Notes: 1. This table summarizes information presented elsewhere in the report and should be used in conjunction with the report test, other graphs and tables, and the exploration logs. 2. The soil classifications in this table are based on ASTM D2487 and D2488 as applicable.



Lynnwood 2019 Overlay Lynnwood, WA SUMMARY OF MATERIAL PROPERTIES

PAGE: 1 of 1











APPENDIX B

COPIES OF PERMITS (Obtained by Contracting Agency)