

MARINE HILLS STORMWATER CONVEYANCE SYSTEM REPAIR PHASE I
RFB #16-004
Addendum No. 1
April 25, 2016

ATTENTION: All Bidders and Planholders

You are hereby notified that in Addendum No. 1, the Plans and/or Bid and Contract Documents and Specifications for “Marine Hills Stormwater Conveyance System Repair Phase I” are amended as follows:

SPECIAL PROVISIONS

The project title and RFB # in the footer section at the bottom of each page of these Special Provisions shall be deleted. The title shall be replaced with:

“Marine Hills Stormwater Conveyance System Repair Phase I”,

and the RFB # shall be replaced with:

“RFB #16-004”

All bidders are required to acknowledge receipt of this addendum on page 23 of the Bid Form. Failure to do so may cause rejection of the bid.

City of Federal Way



Fei Tang, P.E.
SWM Project Engineer



BID AND CONTRACT DOCUMENTS

AND

SPECIFICATIONS

FOR

**Marine Hills Stormwater Conveyance System Repair
Phase 1**

RFB # 16-004

***City of Federal Way
Public Works Department
33325 Eighth Avenue South
Federal Way, WA 98003***

***Mailing Address:
City of Federal Way
Public Works Department
Federal Way, WA 98003-6325***

BID AND CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**Marine Hills Stormwater Conveyance
System Repair
Phase 1**

RFB # 16-004

Bids Accepted Until 3:00 p.m., May 16, 2016

Bids Opened 3:10 p.m., May 16, 2016

AT:

City of Federal Way
City Council Chambers
33325 Eighth Avenue South
Federal Way, WA 98003

Prepared By:

Public Works Department
CITY OF FEDERAL WAY, WASHINGTON

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**CITY OF FEDERAL WAY
REQUEST FOR BIDS**

Marine Hills Stormwater Conveyance System Repair Phase 1

RFB # 16-004

SUBMITTAL OF SEALED BIDS:

Notice is hereby given that the City of Federal Way, Washington, will receive sealed bids through May 16, 2016, at 3:00 p.m., at the City Hall Purchasing Office or by US Mail at City of Federal Way, Purchasing Office, 33325 8th Avenue South, Federal Way, Washington 98003. Proposals received after 3:00 p.m. on said date will not be considered.

BID OPENING:

All bids will be opened and read publicly aloud at 3:10 p.m. on May 16, 2016, at City Council Chambers, 33325 8th Avenue South, Federal Way, Washington, for this RFB.

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

DESCRIPTION OF WORK:

This project shall consist of:

Repairing and replacing storm sewer pipes and structures in Marine Hills area. The work includes repairing and replacing existing deteriorated storm sewer pipes and structures, and restoring disturbed existing improvements such as asphalt concrete pavement, curb, gutter and sidewalks, driveway approaches, and landscaping.

The Contractor shall complete all work within 25 working days.

The bidder is urged to check the plans and contract provisions carefully.

All bid proposals shall be in accordance with the Instructions to Bidders and all other contract documents now on file in the Purchasing Office of the City of Federal Way. Bid documents may be obtained from the Purchasing Department at (253) 835-2526. Any questions concerning the description of the work contained in the contract documents must be directed to Fei Tang, P.E., SWM Project Engineer, by facsimile at (253) 835-2709, or by letter addressed to Fei Tang, P.E., SWM Project Engineer prior to bid opening date.

PURCHASE OF BID DOCUMENTS:

Bidders may purchase copies of the Bidding Documents (half-size plans) in person, or by mailing a Twenty-Five and No/100 Dollars (\$25.00) (non-refundable) check or cashier's check payable to the City of Federal Way, 33325 8th Avenue South, Federal Way, WA 98003-6325, phone (253) 835-2526. If purchasing by mail, please indicate your request for Bidding Documents for RFB #16-004, Marine Hills Stormwater Conveyance System Repair Phase 1. Informational copies of maps, plans, and specifications are available for review at the Public Works Department, Federal Way City Hall, 33325 8th Avenue South, Federal Way, Washington.

Bidding Documents are also available for review at the following Plan Centers:

Daily Journal of Commerce, Attn: Plancenter.com, 83 Columbia St, Suite 200,
Seattle, WA 98104
Daily Journal of Commerce Project Center, 921 SW Washington St, Suite 210, Portland, OR
97205
McGraw Hill Construction Dodge, 3315 Central Ave., Hot Springs, AR 71913
Cora Inc. – Plan Center, 10002 Aurora Avenue North, #36, PMB 334, Seattle, WA 98133
CMD Group LLC, Document Processing Center, 30 Technology Parkway South, Suite 100,
Norcross, GA 30092
Builders Exchange of Washington, 2607 Wetmore Avenue, Everett, WA 98201
Contractor Plan Center, 5468 SE International Way, Milwaukie, OR 97222
iSqFt Planroom, c/o Cascade A&E 235 9th Ave North, Seattle, WA 98109 – [oregon-
washington@isqft.com](mailto:oregon-washington@isqft.com)

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49 C.F.R., Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. The City encourages minority and women-owned firms to submit bids consistent with the City's policy to insure that such firms are afforded the maximum practicable opportunity to compete for and obtain public contracts.

The Contractor will be required to comply with all local, State, and Federal laws and regulations pertaining to equal employment opportunities.

The City anticipates awarding this project to the successful bidder and intends to give *Notice to Proceed* as soon as the Contract and all required associated documents are executed in full. Regardless of the date of award or *Notice to Proceed*, the Contractor must complete all work under this project within twenty five (25) working days.

RESERVATION OF RIGHTS:

The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents. No bidder may withdraw his or her bid after the hour set for the opening thereof unless the award is delayed for a period exceeding thirty (30) days.

Dated the 20th day of April, 2016.

Dates of Publication:

Daily Journal of Commerce: April 30, 2016
May 7, 2016

Federal Way Mirror: April 29, 2016
May 6, 2016

BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms, which must be executed in full as required and submitted as part of the bid. Failure to comply shall result in rejection of any bid not so complying.

Bid Form (Attachment B)

The Bid Form shall be completed and fully executed, including filling in the total bid amount.

Bid Schedule (Attachment C)

The unit prices shall be set forth in the space provided.

Bid Signature Page (Attachment D)

The Bid Signature Page shall be filled in and fully executed by the bidder.

Bid Bond Form (Attachment E)

This form is to be executed by the bidder and the surety company unless a certified check is submitted with the bid. The amount of this bond or certified check shall not be less than five percent (5%) of the total bid amount and shall be shown in both words and figures.

Subcontractor List (Attachment F)

The Subcontractor List shall be filled in by the bidder. (This section may/may not apply)

Combined Affidavit and Certification Form (Attachment G)

This form must be subscribed to and sworn before a Notary Public and notarized.

Contractor's Compliance Statement (Attachment H)

The Contractor's Compliance Statement shall be filled in and fully executed by the bidder.

Contractor's Certificate of Registration

The bidder shall provide a copy of Contractor's current registration with the State of Washington.

Contractor's State Identification Numbers

The bidder shall provide a copy of Contractor's current state unified business identifier number and, as applicable, an employment security department number and state excise tax registration number.

SUCCESSFUL BIDDER'S CHECKLIST

The following documents are to be executed and delivered to the City within ten (10) calendar days after the Bid is awarded:

Public Works Contract (Attachment I)

The successful bidder will fully execute and deliver to the City the Marine Hills Stormwater Conveyance System Repair Phase 1 Public Works Contract ("Contract") from these Bid Documents.

Contractor's Retainage Agreement or Retainage Bond (Exhibit C or D)

The successful bidder will fully execute and deliver to the City the Contractor's Retainage Agreement or Retainage Bond.

Notice to Labor Unions or Other Employment Organizations Nondiscrimination in Employment (Exhibit E)

If this applies, the successful bidder will sign and post copies of this Notice in conspicuous places available to employees or applicant for employment.

Certificate of Insurance (Exhibit F)

The successful bidder will provide a Certificate of Insurance evidencing the insurance requirement set forth in the Contract.

Performance/Payment Bond (Exhibit G)

The successful bidder will provide a fully executed Performance/Payment Bond as appropriate.

Business License

The successful bidder will provide a copy of a current Business License with the City of Federal Way.

SECTION 1: INSTRUCTIONS TO BIDDERS

1-1 Time and Place for Submission and Opening of Bids

Sealed bids must be submitted by 3:00 p.m. local time on May 16, 2016, to the Purchasing Office of the City of Federal Way (the "City"), located on the second floor of City Hall, or received by US Mail at City of Federal Way, Purchasing Office, 33325 Eighth Avenue S, Federal Way, Washington, 98003-6325, and will be publicly opened and read aloud in City Hall Council Chambers on May 16, 2016, at 3:10 p.m. local time.

The City's Purchasing Coordinator must receive the sealed bid before the time and date specified in order to be considered. Telex or facsimile bids will not be accepted. The bidder accepts all risks of late delivery of mailed bids or of misdelivery regardless of fault. Late bids will be returned unopened.

If, after reviewing this document the bidder chooses not to submit a bid, the bidder may complete and return the "No Bid Response Form" provided as Attachment "A" by the date and time indicated above.

1-2 Bid Form

Bids shall be made on the "Bid Form" (Attachment "B") issued by the City as part of these contract documents, without reservation or amendment. Bids must be typewritten or printed in ink. Upon completion, the Bid Form and the bid bond or certified check and any requested information shall be placed in a sealed envelope. On the outside of the envelope, place the bid name, bid number and the time bids are due.

1-3 Bid Signature

All bids shall give the total bid price and shall be signed in ink by the bidder or their authorized representative, with the address. If the bid is made by an individual, the name, signature, and address must be shown. If the bid is made by a firm or partnership, the name and address of the firm or partnership and the signature of at least one of the general partners must be shown. If the bid is made by a corporation, the bid shall show the title of the person authorized to sign on behalf of the corporation, his or her title and the address. The City reserves the right to request documentation showing the authority of the individual signing the bid to execute contracts on behalf of anyone, or any entity, other than himself/herself. Refusal to provide such information upon request may cause the bid to be rejected as nonresponsive.

1-4 Bid Withdrawal Due to Error

Bids may not be withdrawn due to a claim of error in a bid unless written notice of such claim and supporting evidence for such claim including cost breakdown sheets are delivered to the City within forty-eight (48) hours prior to the opening of bids.

1-5 Modification of Bid

A modification of a bid already received will be considered only if the modification is received prior to the time announced for bid opening. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid.

1-6 Examination of Bid and Contract Documents – Bidder Responsibilities

The submission of a bid shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the bid and contract documents and has reviewed and inspected all applicable federal, state and local statutes, regulations, ordinances and resolutions dealing with or related to the equipment and/or services to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or the contract documents. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances or resolutions. Bidders shall visit delivery and service locations(s) as required. Bidders shall become familiar with and verify any environmental factors, which may impact current or future prices for this requirement.

1-7 Interpretation of Bid and Contract Documents

No oral interpretations will be made to any bidder as to the meaning of the bid or contract documents and no oral communications will be binding upon the City. Requests for an interpretation shall be made by facsimile, or by mail, and delivered to the Purchasing Coordinator of the City at the address indicated in Section 1-1, at least ten (10) days before the date announced for opening the bids. Any interpretation deemed necessary by the City will be in the form of an addendum to the bid documents and when issued will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the bid.

1-8 Addenda

Each bid shall include acknowledgment of receipt and review of all addenda issued during the bidding period on the Bid Form.

1-9 Bid Price

The bid price shall include everything necessary for the completion of the contract including, but not limited to, furnishing all materials, equipment, tools, freight charges, facilities and all management, superintendence, labor and service, except as may be provided otherwise in the contract documents. **All Washington State sales tax and all other government taxes, assessments and charges shall be included in the various Bid item prices as required by law.** The offer shall remain in effect ninety (90) days after the bid opening. In the event of a discrepancy between a unit price and an extended amount and/or the total price, the unit price will govern and the extended amount and/or total price will be corrected accordingly; however, downward correction of a bid, which would displace the

apparent low bidder, will only be permitted if the error made and the intended bid price can be determined solely from the bid documents.

1-10 Postponement of Bid Opening

The City reserves the right to postpone the date and time for the opening of bids by announcing such postponement at any time prior to the date and time announced in these documents.

1-11 Rejection of Bids

- A. The City reserves the right to reject any bid for any reason including, but not limited to, the following: any bid which is incomplete, obscure, irregular or lacking necessary detail and specificity; any bid which omits a price on any one or more items on the Bid Form and Bid Schedule; any bid in which prices are unbalanced in the opinion of the City; any bid accompanied by insufficient or irregular bid bond; any bid from bidders who (in the sole judgment of the City) lack the qualifications and/or responsibility necessary to perform the work after considering the elements in Section 1-14.B; any bid for which a bidder fails or neglects to complete and submit any qualifications information within the time specified by the City and as may be otherwise required herein; and, any bid submitted by a bidder who is not registered or licensed as may be required by the laws of the State of Washington.
- B. The city further reserves the right to reject any portion of any bid and/or to reject all bids. In consideration for the City's review and evaluation of its bid, the bidder waives and releases any claims against the City arising from any rejection of any or all bids.

1-12 Alterations to Documents Prohibited

Any addition, limitation or provision attached to the bid may render it informal or nonresponsive and cause its rejection. Alteration by erasure or interlineations must be explained or noted in the bid form over the signature of the bidder. No oral, telegraphic or telephonic bids or modifications will be considered.

1-13 Disqualification of Bidder

If, in the opinion of the City, there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered. All bidders are required to submit the Affidavit of Non-Collusion (Attachment G) with their bids.

1-14 Evaluation of Bids

It is the intent of City to award a contract to the lowest responsive bid by a responsible bidder as evaluated by the City. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

- A. Responsiveness – The bidder must complete all required forms and bid documents and provide all required and requested information. Refusal to provide such information may cause the bid to be rejected. The City will consider all the material submitted by the

bidder to determine whether the bid is in compliance with the bid terms and documents and responsive to the requested work.

- B. Responsibility – The City will consider all the material submitted by the bidder, and other evidence it may obtain including information from previous project owners, to determine whether the bidder is responsible. The bidder must meet the following bidder responsibility criteria and supplemental bidder responsibility criteria to be considered a responsible bidder:
1. Mandatory Bidder Responsibility Criteria
 - 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:
 - i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - iii. 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).
 2. Supplemental Bidder Responsibility Criteria
 - a. The bidder shall not have a record of excessive claims filed against the retainage, payment, or performance bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances acceptable to the City.
 - b. The bidder shall have a reasonable history of successfully completed projects of a similar size and scope as required by the contract documents for this project. The City will evaluate whether the projects were "successfully completed" and of a "similar size and scope."
 - c. The bidder shall have evidence that it is able to begin and complete the work, and complete it in a timely fashion.
 3. As evidence that the bidder meets the supplemental bidder responsibility criteria in paragraph (B)(2) above, the apparent low bidder must submit the following documentation to the City within 48 hours of the bid opening. The City reserves the right to request such documentation from other bidders also. Refusal to provide such information upon request may cause the bid to be rejected.
 - a. The bidder shall submit a list of the public works projects completed within the previous three years and include for each project the following information; the owner and contact information for the owner; a list of claims filed against the retainage, payment, or performance bond for any of the projects listed; a written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

- b. The bidder shall submit a list of projects of similar size and scope to this project and include information about each project, including the following: the owner and contact information for the owner; the awarded contract amount; the final contract amount; a description of the scope of the project and how the project is similar to this project; the bidder's assessment of its performance of each project. The information should include any information regarding performance in the following areas; quality control; safety record; timeliness of performance; use of skilled personnel; management of subcontractors; availability of and use of appropriate equipment; compliance with contract documents; management of submittals process, change orders, and close-out.
 - c. The bidder shall furnish acceptable evidence of the bidder's current ability to perform, such as firm commitments by subcontractors, equipment, supplies and facilities, and the bidder's ability to obtain the necessary personnel.
4. If the City determines the bidder does not meet the bidder responsibility criteria in paragraph (B)(1) and (B)(2) above and is therefore not a responsible bidder, the City 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 City's determination by presenting additional information to the City and meeting the requirements of section 1-20(B). The City will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

C. Lowest Bid – The lowest bid shall be determined as set forth on the Bid Form.

The acceptance of a bid will be evidenced by a Notice of Award. No other act of the City shall constitute acceptance of a bid. Within ten (10) days after receipt of Notice of Award, the bidder whose bid is accepted, shall furnish the required performance bond, certificate of insurance, execute the contract and perform all other acts required by the bid and contract documents as conditions precedent to formation of the contract.

1-15 Procedures When Only One Bid is Received

In the event only a single responsive bid is received, the City reserves the right to conduct a price and/or cost analysis of such bid. The sole bidder shall provide such information, data and other documentation as deemed necessary by the City for such analysis. The City reserves the right to reject such bid.

1-16 Bid Documents

Bidders are required to submit with the bid package the following:

- A. *Attachment A* – No Bid Response Form, if applicable.
- B. *Attachment B* – Bid Form.
- C. *Attachment C* – Bid Schedule.

- D. *Attachment D* – Bid Signature Page.
- E. *Attachment E* – Bid Bond Form.
- F. *Attachment F* – Subcontractor List. (May Not Apply)
- G. *Attachment G* – Combined Affidavit and Certification Form.
- H. *Attachment H* – Contractor’s Compliance Statement.

1-17 Conflicts of Interest and Noncompetitive Practices

By submitting a bid, the Contractor agrees as follows:

A. Conflict of Interest – That it has no direct or indirect pecuniary or proprietary interest, that it shall not acquire any interest which conflicts in any manner or degree with the work, services, equipment or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interests. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City may require.

B. Contingent Fees and Gratuities

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. That no gratuities in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

1-18 Bid Security

No bid will be considered unless accompanied by either a cashier’s or certified check in an amount equal to five percent (5%) of the Total Bid Price as indicated on Attachment B, “Bid Form,” or a bid bond in the form of Attachment E or a letter of credit for a like amount. The check or bond shall be payable to the City; it shall be forfeited as fixed and liquidated damages in case the bidder fails, neglects or refuses to enter into a contract for the faithful performance of said work (including the providing of any evidence of insurance and/or performance bond required herein), in the event the contract is awarded to them, within ten (10) days after the award is made. If a bid bond is submitted in lieu of a check, it shall be executed by a corporate surety authorized to transact business in the State of Washington and in the form prescribed in Attachment E, “Bid Bond.” If a letter of credit is offered in lieu

of a check or bidder's bond, it shall be issued as an irrevocable documentary letter of credit drawn on a banking institution licensed to do business in the State of Washington. The letter of credit shall include instruction and provisions prescribed in Attachment E, "Bid Bond." Any questions as to the qualification of the banking institution or instruction shall be submitted to the City at least ten (10) days prior to the bid submittal date. The check, bidder's bond or letter of credit shall be attached to the bid form.

The City further reserves the right to hold all bids (and the accompanying bid security) from the date of the bid opening until the contract and any performance/payment bond are executed, provided that such period does not exceed ninety (90) days, and each bid shall remain effective during that period.

1-19 Performance/Payment Bond

The bidder to whom the City has awarded this Contract will remove the Performance/Payment Bond (Exhibit G) attached to the Public Works Contract and deliver it to the City fully executed by the bidder and a surety company in the amount of one hundred percent (100%) of the contract price as security for the faithful performance of the work including the payment of all persons furnishing materials and performing labor on the work and all payments arising from the performance of the work due the State of Washington pursuant to Titles 50 and 51 RCW. Such bond must be executed by a duly licensed surety company, which is registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington, published by the Office of the Insurance Commissioner. The scope of the Performance/Payment Bond (Exhibit G) shall in no way affect or alter the liabilities of the Contractor to the City under Section 8 "Indemnification" of the Public Works Contract.

The City may require the surety company to appear and qualify itself upon the bond. If, at any time, the City determines in its sole judgment that the surety company is insufficient, the City may require the Contractor to furnish additional surety in form and arrangement satisfactory to the City and in an amount not exceeding that originally required. The Contractor shall submit a performance bond complying with the requirements of this paragraph within ten (10) days after the award is made. Payments will not be made on the Contract until sufficient surety as required is furnished.

1-20 Bid Dispute

A. Any actual or prospective bidder, including sub-contractors and suppliers showing a substantial economic interest in this contract who is aggrieved in connection with the solicitation or award of this contract, may protest to the City in accordance with the procedures set forth herein. Protests based on the specifications or other terms in the contract documents, which are apparent prior to the date established for submittal of bids, shall be submitted not later than ten (10) calendar days prior to said date, or shall be deemed waived. All other protests shall be accepted only from actual bidders and shall be submitted within five (5) calendar days after the aggrieved person knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all bids are rejected or after the award of this contract.

- B. In order to be considered, a protest shall be in writing and shall include: (1) the name and address of the aggrieved person; (2) the RFB number and contract title under which the protest is submitted; (3) a detailed description of the specific grounds for protest and any supporting documentation; and (4) the specific ruling or relief requested. The written protest shall be addressed to:

City of Federal Way
Federal Way, Washington 98003-6325
Attention: Bid Protest -- Marine Hills Stormwater Conveyance System Repair
Phase 1 RFB # 16-004

- C. Upon receipt of a written protest, the City will promptly consider the protest. The City may give notice of the protest and its basis to other persons, including bidders involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the City, the City will promptly issue a decision in writing stating the reasons for the action taken and informing the aggrieved person of his or her right to appeal the decision to the Mayor or his or her designee. A copy of the decision shall be mailed (by certified mail, return receipt requested) or otherwise promptly furnished to the aggrieved person and any other interested parties who requested a copy of the decision. The decision will be considered final and conclusive unless appealed within five (5) calendar days after receipt of the decision to the Mayor or his or her designee. If the decision is appealed, then the subsequent determination of the Mayor or his or her designee shall issue within five (5) days of the Mayor's receipt of the appeal and shall be final and conclusive.
- D. Failure to comply with these protest procedures will render a protest untimely or inadequate and shall result in rejection thereof by the City.

SECTION 2: GENERAL CONTRACTUAL TERMS AND CONDITIONS

2-1 Administration

This contract will be between the City and the Contractor who will be responsible for delivering all equipment and performing all work and services described herein. The City is not party to defining the division of work between the Contractor and the Contractor's subcontractors, if any, and the specifications have not been written with this intent.

The Contractor represents that it has or will obtain all personnel and equipment required to perform the services hereunder. Such personnel shall not be employees of the City.

The Contractor's performance under this contract will be monitored and reviewed by Fei Tang, P.E., SWM Project Engineer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this contract shall be addressed to Fei Tang, P.E., SWM Project Engineer, for response.

2-2 Proof of Compliance with Contract

In order that the City may determine whether the Contractor has complied with the requirements of the contract documents, the Contractor shall, at any time when requested,

submit to the City properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

2-3 Contract Documents and Precedence

The documents embodying the legally binding obligations between the City and the Contractor for completion of the work consist of the following: The City's Request for Bid, Bidder's Checklist, Instructions to Bidders, General Contractual Terms and Conditions, Bid Form, Bid Schedule, Bid Signature Page, Bid Bond, Subcontractor List, Combined Affidavit and Certification Form, Contractor's Compliance Statement, Marine Hills Stormwater Conveyance System Repair Phase 1 Contract, Addenda and Change Orders, the Marine Hills Stormwater Conveyance System Repair Phase 1 Special Provisions, contract plans, applicable Amendments to the WSDOT Standard Specifications, Standard Plans and Details, Prevailing Wage Rates and Benefit Code Key, Permit and Agency Approvals, 2016 WSDOT / APWA Standard Specifications for Road, Bridge and Municipal Construction ("Standard Specifications"), and all other Appendices attached by this reference. The contract documents are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the contract documents, the City will issue an interpretation regarding the controlling provision, which interpretation shall be binding.

2-4 Charges to Contractor

Charges which are the obligation of the Contractor under the terms of the contract shall be paid by the Contractor to the City on demand and may be deducted by the City from any money due or to become due to the Contractor under the contract and may be recovered by the City from the Contractor or its surety.

2-5 Change Orders

The City may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the specifications within the scope of this contract. Oral orders will not be binding on the City unless confirmed in writing by the City. Except as provided herein, no order, statement, or conduct of the City will be treated as a change hereunder or will entitle the Contractor to an equitable adjustment.

If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the work under this contract, an equitable adjustment will be made and the contract modified in writing accordingly. However, no claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order form from the City or after giving the City the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit.

No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this contract.

2-6 Work and Materials Omitted

The Contractor shall, when directed in writing by the City, omit work, services and materials to be furnished under the contract and the value of the omitted work and materials will be deducted from the contract price and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.

2-7 Washington State Sales Tax

The Contractor shall make payment directly to the State for all applicable Washington State sales taxes and all other governmental taxes, assessments and charges.

2-8 Shipping Charges

All prices shall include freight. Requests for additional compensation for freight charges will be rejected by the City.

2-9 Warranty

All materials and equipment sold and labor performed under this contract are warranted by the Contractor to be free from defects in materials or workmanship for a period of at least one (1) year from date of delivery and installation; provided, however, that this warranty may extend beyond this time period pursuant to any attached warranties. If the merchandise sold or work performed hereunder is defective on account of workmanship or materials, the Contractor agrees to replace the merchandise or, at the City's sole option, repair the defective merchandise. All defects in work or materials shall be promptly corrected.

2-10 No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this contract or in law.

2-11 Legal Relations

The Contractor shall comply with all of the City's resolutions and regulations applicable under this contract and with any local, state or federal law or regulation applicable to the materials, equipment or service provided under this contract. Neither the Contractor nor the City shall assign any interest, obligation or benefit under or in this contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. This contract shall be binding upon and inure to the benefit of the successors of the parties.

2-12 Applicable Law and Forum

Except as hereinafter specifically provided, this contract shall be governed by and construed according to the laws of the State of Washington including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any suit arising herefrom shall be brought in King County Superior Court, which shall have sole and exclusive jurisdiction and venue.

2-13 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall submit with each shipment a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites.

Include the following information in the MSDS:

- A. Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS.
- B. If the product is actually used diluted, the dilution rate should be so stated in the MSDS and the hazards and corresponding personal protection, etc., also be listed.
- C. A statement as to the intended use of the product.

2-14 Delivery and Liquidated Damages

Time is of the essence of the contract and each and all of its provisions in which performance is a factor. The Contractor will be held to strict compliance with the prescribed date(s) set forth in these contract documents. For each and every day that delivery is delayed beyond the specific date(s), damage will be sustained by the City. Because of the difficulty in computing the actual damages and disadvantages to the City, and as a reasonable forecast of actual damages which the City will suffer by the delay in delivery, the parties agree that for each such delay the Contractor will pay the City liquidated damages (and not as a penalty) in accordance with Section 1.3 of Attachment I, Public Works Contract, to compensate for any damages caused by such delay. The City may deduct from any payment owing to the Contractor, any liquidated damages, which may be incurred by the Contractor pursuant to this paragraph.

2-15 Force Majeure

The Contractor's or City's failure to perform any of its obligations under this contract shall be excused if due to causes beyond the control and without the fault or negligence of the Contractor or City, respectively, including, but not restricted to, acts of God, acts of public enemy, acts of any government, fire, floods, epidemics, and strikes.

2-16 Patents, Copyrights and Rights in Data

Any patentable result or material suitable for copyright arising out of this contract shall be owned by and made available to the City for public use, unless the City shall, in a specific

case where it is legally permissible, determine that it is in the public interest that it not be so owned or available.

The Contractor agrees that the ownership of any plans, drawings, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this contract, whether or not complete (referred to in this subsection as "Subject Data"), shall be vested in the City or such other local, state or federal agency, if any, as may be provided by separate contract with the City.

All such Subject Data furnished by the Contractor pursuant to this contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page (or in such case of maps, in the same block) as may be requested by the City. The Contractor shall also place their endorsement on all Subject Data furnished by them. All such identification details shall be subject to approval by the City prior to printing.

The Contractor shall ensure that substantially the foregoing paragraphs are included in each subcontract for the work on the project.

2-17 Patents and Royalties

The costs involved in license fees, royalties or in defending claims for any patented invention, article, process or method that may be used in or connected with the work under this contract or with the use of complete work by the City, shall be paid by the Contractor. The Contractor and the Contractor's sureties shall, at their own cost, defend, indemnify and hold the City, together with its officers and employees, harmless against any and all demands made for such fees, royalties or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this contract, the Contractor shall, if requested by the City, furnish acceptable proof of a proper release of the City, its officers, agents and employees from all such fees or claims.

Should the Contractor, its agent, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material, computer programs or equipment supplied or required to be supplied or used under the contract, the Contractor shall promptly substitute other articles, materials, computer programs or equipment in lieu thereof of equal efficiency, quality, finish, suitability and market value, and satisfactory in all respects to the City.

2-18 Disagreements, Disputes, Claims, and Appeals

If any disagreements occur with anything required in a change order, another written order, or an oral order from the Project Engineer, including any direction, instruction, interpretation, or determination by the Project Engineer, the Contractor shall follow the procedures outlined in Standard Specification Sections 1-04.5 and 1-09.11, which are incorporated by this reference.

By failing to follow the procedures of Sections 1-04.5 and 1-09.11, the Contractor completely waives any claims for protested Work.

Any claims or causes of action shall be brought only in the Superior Court for King County, Washington.

2-19 Recycled Products

The Contractor shall use recycled paper for proposals and for any printed or photocopied material created pursuant to a contract with the City whenever practicable and use both sides of paper sheets for reports submitted to the City whenever practicable.

In the event this RFB covers the sale of product to the City that is capable of containing recycled materials, Contractor is hereby advised that the City intends to procure products with recycled content, pursuant to the recycled content notice delivered with these bid documents. Contractor shall certify the percentage of recycled content and products sold to the City, including a percentage of post-consumer waste that is in the product. This certification is required to be in the form of a label on the product or a statement by the Contractor attached to the bid documents. The certification on multi-component or multi-material products shall verify the percentage and type of post-consumer waste and recycled content by volume contained in the major constituents of the product. The Contractor agrees to grant the City, as a procuring agency, permission to verify the certification of recycled content by review of the bidder's or manufacturer's records as a condition of any bid award, in the event of a bidder's protest, or other challenge to the bid accepted.

Attachment A

NO BID RESPONSE FORM

When submitting a "No Bid," mail this completed form to Federal Way Purchasing, 33325 8th Avenue South, Federal Way, Washington 98003-6325. Be sure the form is in a sealed envelope with the bid number and bid title indicated on the outside of the envelope. The form must be received by the date and time specified for the bid opening as indicated in Section 1-1. Failure to return this form if not submitting a formal bid, may result in your firm being removed from the City's master bidder's mailing list.

Bid Number: **RFB No. 16-004**

Bid Title:

- Cannot comply with specifications.
- Cannot meet delivery requirement.
- Do not regularly manufacture or sell the type of commodity involved.
- Other (please specify).

Explanation of reason(s) checked:

Check one of the following:

- WE DO
- WE DO NOT desire to be retained on the mailing list for future procurements of this commodity.

Firm Name: _____

Address: _____

Phone: _____

Signature

Date

Name (Type or Print)

Title

Attachment B

BID FORM

CITY OF FEDERAL WAY

Marine Hills Stormwater Conveyance System Repair Phase 1

BID FORM

Bidder: _____

Date: _____

ITEM	BID AMOUNT
TOTAL BID AMOUNT (including Washington State sales tax, all other government taxes, assessments and charges)	\$ _____

To City Council Members
City of Federal Way
33325 8th Ave South
Federal Way, Washington 98003-6325

Pursuant to and in compliance with your advertisement for bids for construction of Marine Hills Stormwater Conveyance System Repair Phase 1 project, and other documents relating thereto, the undersigned has carefully examined all of the bid and contract documents as the premises and conditions affecting the delivery, supply and maintenance of Marine Hills Stormwater Conveyance System Repair Phase 1 project, and hereby proposes to furnish all labor, materials and perform all work as required in strict accordance with the contract documents, for the above-referenced amount, **inclusive of Washington State sales tax** and all other government taxes, assessments and charges as required by law.

The required bid security consisting of a certified check, bid bond, or cashier's check in an amount of not less than five percent (5%) of the total amount bid is attached hereto, which it is agreed shall be collected and retained by the City as liquidated damages in the event this bid is accepted by the City within forty-five (45) calendar days after the day of the bid opening and the undersigned fails to execute the Marine Hills Stormwater Conveyance System Repair Phase 1 Public Works Contract and to provide the required certificate of insurance to the City, under the conditions thereof, within ten (10) calendar days after the Notice of Award; otherwise said Bid Security will be returned to the undersigned.

Bond or Certified Check _____ Dollars (\$ _____)

The Bidder shall complete this entire Bid Form or this bid may be considered non-responsive. The City may correct obvious mathematical errors.

The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.

Receipt of the following Addendums is hereby acknowledged:

Addendum No. ____ Date Issued: _____

Addendum No. ____ Date Issued: _____

Addendum No. ____ Date Issued: _____

Corporation/Partnership/Individual
(Delete Two)

Firm Name

Bidder's State License No.

Signature

Bidder's State Tax No.

Title

Attachment C

BID SCHEDULE

**City of Federal Way
Marine Hills Stormwater Conveyance System Repair Phase 1
RFB 16-004**

NOTE:

Unit prices for all items, all extensions, and total amount of bid must be shown. All entries must be written in ink. Show unit prices in both words and figures, and where conflict occurs, the written or typed words shall prevail. All unit prices shall include applicable sales tax.

ITEM NO.	SECTION #	ITEM DESCRIPTION WITH UNIT PRICE IN WORDS	UNIT	PLAN QTY.	UNIT PRICE DOLLARS & CENTS	TOTAL AMOUNT DOLLARS & CENTS
1	SP 1-09.7	Mobilization	LS	1		
		Lump Sum				
2	SP 7-04.5	Storm Sewer Pipe Repair/Replacement Site #1	LS	1		
		Lump Sum				
3	SP 7-04.5	Storm Sewer Pipe Repair/Replacement Site #2	LS	1		
		Lump Sum				
4	SP 7-04.5	Storm Sewer Pipe Repair/Replacement Site #3	LS	1		
		Lump Sum				
5	SP 7-04.5	Storm Sewer Pipe Repair/Replacement Site #4	LS	1		
		Lump Sum				
6	SP 7-04.5	Storm Sewer Pipe Repair/Replacement Site #5	LS	1		
		Lump Sum				
7	SP 7-04.5	Storm Sewer Pipe Repair/Replacement Site #6	LS	1		
		Lump Sum				
8	SP 7-04.5	Storm Sewer Pipe Repair/Replacement Site #7	LS	1		
		Lump Sum				
9	SP 7-04.5	Storm Sewer Pipe Repair/Replacement Site #8	LS	1		
		Lump Sum				
10	SP 7-04.5	Storm Sewer Pipe Repair/Replacement Site #9	LS	1		
		Lump Sum				
11	SP 1-09.6	Additional Storm Sewer Pipe Repair/Replacement Sites Thirty Thousand Dollars	EST.	1	30,000.00	30,000.00
		Per Force Account				
12	SS 1-04.4(1)	Minor Change Fifteen Thousand Dollars	CALC.	1	15,000.00	15,000.00
		Calculated				
All unit prices shall include applicable sales tax (SP 1-07.2)			Sales Tax	(DON NOT ADD SALES TAX HERE)		
Total						

(Total Bid Price in Words)

Attachment D

BID SIGNATURE PAGE

Date: _____

The undersigned bidder hereby proposes and agrees to deliver the equipment and/or services pursuant to the Marine Hills Stormwater Conveyance System Repair Phase 1 project and comply with all other terms and conditions of the contract and bid documents of RFB 16-004.

No bidder may withdraw his/her bid for a period of ninety (90) days after the day of bid opening.

The required bid security consisting of a certified check, bid bond, or cashier's check in an amount of not less than five percent (5%) of the total amount will be delivered to the City.

The undersigned individual represents and warrants that he or she is dully authorized to execute the bid and all bid documents on behalf of any partnership, joint venture or corporation.

Corporation/Partnership/Individual
(Delete Two)

Company

By: _____
(Signature)

(Printed Name)

Its: _____
(Title)

(Address)

(Telephone Number)

Attachment E

BID BOND FORM

Herewith find deposit in the form of a certified check, cashier's check, cash, or bid bond in the amount of \$ _____, which amount is not less than five percent (5%) of the total bid.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Federal Way, as Obligee, in the penal sum of _____ and ___/100 dollars (\$_____), for the payment of which the Principal and the Surety bond themselves, their heirs and executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for:

Marine Hills Stormwater Conveyance System Repair Phase 1 Project

According to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be, and remain in full force and effect, and the Surety shall forthwith pay and forfeit to the Obligee as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS ____ DAY OF _____, 2016.

Principal

Surety

Date: _____, 2016.

Received return of deposit in the sum of \$ _____.

Attachment F

SUBCONTRACTOR LIST

Prepared in Compliance with RCW 39.30.060

Marine Hills Stormwater Conveyance System Repair Phase 1 Project.

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW, or identify the bidder for the work will result in your bid being non-responsive and therefore void.

Subcontractors that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW, must be named below, or name the bidder for the work.

The bidder verifies that each first tier subcontractor, and every subcontractor of any tier that hires other subcontractors, has a current certificate of registration in compliance with chapter 18.27 RCW; a current Washington Unified Business Identifier (UBI) number; has Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW, if applicable; has a Washington Employment Security Department number, as required in Title 50 RCW, if applicable; has a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW, if applicable; has an electrical contractor license, if required by Chapter 19.28 RCW, if applicable; has an elevator contractor license, if required by Chapter 70.87 RCW.

The following listed bid items (listed in numerical sequence) for this project have been proposed for subcontracting to subcontractors as indicated.

SUBCONTRACTOR NAME	ITEM NUMBERS	ESTIMATED AMOUNT	WMBE QUALIFIED? (Y/N)

Attachment G

City of Federal Way

COMBINED AFFIDAVIT AND CERTIFICATION FORM

Non-Collusion, Anti-Trust, Prevailing Wage (Non-Federal Aid),
Debarment, Eligibility, and Certification of Lawful Employment

NON-COLLUSION AFFIDAVIT

Being first duly sworn, deposes and says, that he/she is the identical person who submitted the foregoing proposal or bid, and that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other Bidder on the foregoing work equipment to put in a sham bid, or any other person or corporation to refrain from bidding, and that deponent has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other Bidder or Bidders; and

**NOTICE TO ALL BIDDERS ON PROJECTS INVOLVING
THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT)**

To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities. The hotline is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected; and

CERTIFICATION RE: ASSIGNMENT OF ANTI-TRUST CLAIMS TO PURCHASER

Vendor and purchaser recognize that in actual economic practice, overcharges resulting from anti-trust violations are, in fact, usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges resulting from anti-trust violations commencing after the date of the bid, quotation, or other event establishing the price under this order or contract. In addition, vendor warrants and represents that each of his suppliers and subcontractors shall assign any and all such claims to purchaser, subject to the aforementioned exception; and

PREVAILING WAGE AFFIDAVIT

I, the undersigned, having duly sworn, deposed say and certify that in connection with the performance of the work of this project, will pay each classification of laborer, workperson, or mechanic employed in the performance of such work, not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and forgoing statement and certificate, know the contents thereof and the substance as set forth therein, is true to my knowledge and belief; and

DEBARMENT AFFIDAVIT

I certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

AFFIDAVIT OF ELIGIBILITY

The Contractor certifies that it is properly licensed and registered under the laws of the State of Washington and has not been determined to have been in violation of RCW 50.12.070(1)(b), RCW 51.16.070(1)(b), or RCW 82.32.070(2) within the last two years. The Contractor further certifies that it has not been determined, within the last one year, to have committed any combination of two of the following violations or infractions within a five-year period: (1) Violated RCW 51.48.020(1) or 51.48.103; or (2) Committed an infraction or violation under chapter 18.27 RCW.

CERTIFICATION OF LAWFUL EMPLOYMENT

The contractor hereby certifies that it has complied with all provisions of the Immigration and Nationality Act, now or as herein after amended, 8 USC Section 1101 et. seq., and that all employees, including subcontractor employees, are lawfully permitted to perform work in the United States as provided in this agreement with the City of Federal Way.

FOR: Non-Collusion Affidavit, Assignment of Anti-Trust Claims to Purchaser, Prevailing Wage Affidavit, Debarment Affidavit, Affidavit Of Eligibility, and Certification of Lawful Employment.

Marine Hills Stormwater Conveyance System Repair Phase 1 Project.

Name of Bidder's Firm

Signature of Authorized Representative of Bidder

Subscribed and sworn to before me this ____ day of _____, 2016.

(printed/typed name of notary)
Notary Public in and for the State of Washington
My commission expires: _____

Attachment H

CONTRACTOR'S COMPLIANCE STATEMENT

(President's Executive Order #11246)

Date: _____

This statement relates to a proposal contract with the City of Federal Way named

Marine Hills Stormwater Conveyance System Repair Phase 1 Project

I am the undersigned bidder or prospective contractor. I represent that:

I have, have not, participated in a previous contract or subcontract subject to the President's Executive Order #11246 (regarding equal employment opportunity) or a preceding similar Executive Order.

Name of Bidder

By: _____
Signature

Its: _____
Title

Address

Attachment I

**PUBLIC WORKS CONTRACT
FOR
MARINE HILLS STORMWATER CONVEYANCE SYSTEM REPAIR PHASE 1**

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this ____ day of _____, 201__ and is made by and between the City of Federal Way, a Washington municipal corporation ("City or Owner"), and _____, a _____ ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete Marine Hills Stormwater Conveyance System Repair Phase 1 project, located in the Marine Hills area, Federal Way, Washington ("Property"); and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described as the Marine Hills Stormwater Conveyance System Repair Phase 1 project, including without limitation:

Repairing and replacing existing deteriorated storm sewer pipes and structures, and restoring disturbed existing improvements such as asphalt concrete pavement, curb, gutter and sidewalks, driveway approaches, and landscaping ("Work"), in accordance with and as described in the Contract Documents, which include without limitation, The City's Request for Bid, Bidder's Checklist, Instructions to Bidders, General Contractual Terms and Conditions, Bid Form, Bid Schedule, Bid Signature Page, Bid Bond, Subcontractor List, Combined Affidavit and Certification Form, Contractor's Compliance Statement, Marine Hills Stormwater Conveyance System Repair Phase 1 Contract, Notice of Completion of Public Works Contract attached as Exhibit A, Contract Change Order Agreement attached as Exhibit B, Contractor's Retainage Agreement attached as Exhibit C, Retainage Bond to City of Federal Way attached as Exhibit D, Notice to Labor Unions or Other Employment Organizations Nondiscrimination in Employment attached as Exhibit E, Certificate(s) of Insurance Form attached hereto as Exhibit F, Performance / Payment Bond attached hereto as Exhibit G, Title VI Assurances attached hereto as Exhibit H, Addenda and Change Orders, the Marine Hills Stormwater Conveyance System Repair Phase 1 Special Provisions, contract plans, applicable Amendments to the WSDOT Standard Specifications, Standard Plans and Details, Prevailing Wage Rates and Benefit Code Key, Permit and Agency Approvals, 2016 WSDOT / APWA Standard Specifications for Road, Bridge and Municipal Construction ("Standard Specifications"), and all other Appendices attached by this reference, (collectively the "Contract Documents"), which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee.

1.2 Completion Date. The Work shall be commenced within five (5) days of the City's Notice to Proceed Date. The Work shall be completed within 25 working days. In the event the Work is not

substantially completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in the formula included in Section 1.3 of this Contract. The Work shall not be deemed completed until the City has accepted the Work and delivered a written Notice of Completion of Public Works Contract in the form attached hereto as Exhibit "A."

1.3 Liquidated Damages. Time is of the essence of the Contract. Delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages calculated on the following formula for its failure to complete this Contract on time:

- (1) To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for completion, and
- (2) To authorize the City to deduct these liquidated damages from any money due or coming due to the Contractor.

LIQUIDATED DAMAGES FORMULA

$$LD = \frac{0.15C}{T}$$

- Where:
- LD = Liquidated damages per working day (rounded to the nearest dollar).
 - C = Original Contract amount.
 - T = Original time for completion.

When the Work is completed to the extent that the City has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, the City may determine the Work is complete. 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 this entire Contract.

1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.

1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.

1.6 Change Orders. The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of the Contract Change Order Agreement attached hereto as Exhibit "B," which shall be signed by both the Contractor and the City, shall specifically state the change of the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Oral change orders shall not be binding upon the City unless confirmed in writing by the City. If any change hereunder causes an increases or decrease in the Contractor's cost of, or time required for, the performance or any part of the Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the City or after giving the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit. No claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

1.7 Work and Materials Omitted. The Contractor shall, when directed in writing by the City, omit work, services and materials to be furnished under the Contract and the value of the omitted work and materials will be deducted from the Total Compensation and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.

1.8 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.

1.9 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City of Federal Way.

2. TERM

This Contract shall commence on the effective date of this Contract and continue until the completion of the Work, which shall be no later than December 31, 2017 to complete, and the expiration of all warranties contained in the Contract Documents ("Term").

3. WARRANTY

3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work, and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Federal Way by obtaining a City of Federal Way business registration. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City's final acceptance of the Work as more fully set forth in the General Conditions of the Contract; provided, however, that this warranty may extend beyond this time period pursuant to the warranties as specified in the Special Provisions and incorporated by this reference. This warranty shall survive termination of this Contract. Conducting of tests and inspections, review of

specifications or plans, payment for goods or services, or acceptance by the City does not constitute waiver, modification or exclusion of any express or implied warranty or any right under this Contract or law.

4. COMPENSATION

4.1 Total Compensation. In consideration of the Contractor performing the Work, the City agrees to pay the Contractor an amount not to exceed _____ and 00/100 Dollars (\$ _____), which amount shall constitute full and complete payment by the City ("Total Compensation").

4.2 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

4.3 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City.

4.4 Method of Payment. The basis of payment will be the actual quantities of work performed according to the contract and as specified for payment. Payments will be made for work and labor performed and materials furnished under the contract according to the price in the proposal unless otherwise provided. Partial payments will be made once each month, based on partial estimates prepared by the Engineer and signed by the Contractor. Failure to perform any obligation under this Contract may be adequate reason for the City to withhold payments until the obligation is performed.

Upon completion of all work and after final inspection, the amount due the Contractor under the contract will be paid based upon the final estimate made by the Engineer and signed by the Contractor.

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

4.5 Retainage. Pursuant to Chapter 60.28 RCW, five percent (5%) of the Total Compensation shall be retained by the City to assure payment of Contractor's state sales tax as well as payment of subcontractors, suppliers and laborers. Upon execution of this Contract, Contractor shall complete, execute and deliver to the City the Contractor Retainage Agreement attached hereto as Exhibit "C" or execute the Retainage Bond attached hereto as Exhibit "D." No payments shall be made by the City from the retained percentage fund ("Fund") nor shall the City release any retained percentage escrow account to any person, until the City has received from the Department of Revenue a certificate that all taxes, increases, and penalties due from the Contractor and all taxes due and to become due with respect to the Contract have been paid in full or that they are, in the Department's opinion, readily collectible without recourse to the State's lien on the retained percentage. Upon non-payment by the general contractor, any supplier or subcontractor may file a lien against the retainage funds, pursuant to Chapter 60.28 RCW. Subcontractors or suppliers are required to give notice of any lien within forty-five (45) days of the completion of the Work and in the manner provided in RCW 39.08.030. Within sixty (60) days after completion of all Work on this Contract, the City shall release and pay in full the money held in the Fund, unless the City becomes aware of outstanding claims made against this Fund.

5. EQUAL OPPORTUNITY EMPLOYER

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with, and shall not violate any of the terms of, Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements. If this project involves federal funds including USDOT funds administered by WSDOT, the contractor agrees to the clauses contained in Exhibit H.

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

6.1 It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

6.2 If the Contractor is a sole proprietorship or if this is a contract with an individual, the contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

7. CITY'S RIGHT TO TERMINATE CONTRACT

7.1 Termination Without Cause. Prior to the expiration of the Term, this Contract may be terminated without cause upon oral or written notice delivered to Contractor from the City. Upon termination, all supplies, materials, labor and/or equipment furnished prior to such date shall, at the City's option, become its property. In the event Contractor is not in breach of any of the provisions of this Contract, Contractor will be paid for any portion of the Work which has been completed to the City's satisfaction, calculated by the percentage amount that portion of the Work completed and accepted by the City bears to the Total Compensation.

7.2 Termination For Cause. The City may immediately terminate this Contract, take possession of the Property and all materials thereon and finish the Work by whatever methods it may deem expedient, upon the occurrence of any one or more of the following events:

- (1) If the Contractor should be adjudged a bankrupt.
- (2) If the Contractor should make a general assignment for the benefit of its creditors.
- (3) If a receiver should be appointed on the account of insolvency of Contractor.
- (4) If Contractor should persistently or repeatedly refuse or fail to supply a sufficient number of properly skilled workmen or proper materials for completion of the Work.
- (5) If the Contractor should fail to complete the Work within the time specified in this Contract.
- (6) If the Contractor should fail to complete the Work in compliance with the plans and specifications, to the City's satisfaction.
- (7) If the Contractor should fail to make prompt payment to subcontractors or for material labor.
- (8) If Contractor should persistently disregard laws, ordinances or regulations of federal, state, or municipal agencies or subdivisions thereof.
- (9) If Contractor should persistently disregard instructions of the Mayor or his or her representative.
- (10) If Contractor shall be in breach or violation of any term or provision of this Contract, or
- (11) If the Work is not being performed pursuant to RCW 49.28.050 or 49.28.060.

7.3 Result of Termination. In the event that this Contract is terminated for cause by the City, the City may do any or all of the following:

- (1) Stop payments. The City shall cease any further payments to Contractor and Contractor shall be obligated to repay any payments it received under this contract.
- (2) Complete Work. The City may, but in no event is the City obligated to, complete the Work, which Work may be completed by the City's agents, employees or representatives or the City may retain independent persons or entities to complete the Work. Upon demand, Contractor agrees to pay to the City all of its costs and expenses in completing such Work.
- (3) Take Possession. The City may take possession of the Property and any equipment and materials on the Property and may sale the same, the proceeds of which shall be paid to the City for its damages.

(4) Remedies Not Exclusive. No remedy or election under this Contract shall be deemed an election by the City but shall be cumulative and in addition to all other remedies available to the City at law, in equity or by statute.

8. INDEMNIFICATION

8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Contract to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Contract. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

8.2 City Indemnification. The City agrees to indemnify, defend, and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licenses, or representatives, arising from, resulting from or connected with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

8.3 Survival. The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

9. INSURANCE

9.1 Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating which is satisfactory to the City:

(1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

(2) Commercial general liability insurance with combined single limits of liability not less than \$5,000,000 for bodily injury, including personal injury or death, products liability and property damage.

(3) Automobile liability insurance with combined single limits of liability not less than \$2,000,000 for bodily injury, including personal injury or death and property damage.

9.2 Endorsements. Each insurance policy shall contain, or be endorsed to contain, the following provisions:

(1) The City, its officers, officials, employees, volunteers and agents shall each be named as additional insured.

(2) Coverage may not be terminated or reduced in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

(3) Coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Contractor's insurance.

(4) Coverage shall apply to each insured separately against whom claim is made or suit is brought.

(5) Coverage shall be written on an "occurrence" form as opposed to a "claims made" or "claims paid" form.

9.3 Verification. Contractor shall furnish the City with certificates of insurance evidencing the coverage required by the Section, in compliance with the Certificate(s) of Insurance Form attached hereto as Exhibit "F," which certificate must be executed by a person authorized by the insurer to bind coverage on its behalf. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

9.4 Subcontractors. Contractors shall include all subcontractors as additional insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

9.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be disclosed by Contractor and approved in writing by the City. At the option of the City, Contractor shall either reduce or eliminate such deductibles or self-insured retentions or procure a bond guaranteeing payment for any amounts not covered by the insurance by reason of such deductibles or self-insured retentions.

9.6 Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the Risk Manager.

9.7 Termination. The Contractor's failure to provide the insurance coverage required by this Section shall be deemed to constitute non-acceptance of this Contract by the Contractor and the City may then award this Contract to the next lower bidder.

10. PERFORMANCE/PAYMENT BOND

Pursuant to RCW 39.08.010, Contractor shall post a Performance/Payment Bond in favor of the City, in the form attached to this Contract as Exhibit "G" and incorporated by this reference, in a dollar amount satisfactory to the City; to guarantee Contractor's performance of the Work to the City's satisfaction; to insure Contractor's performance of all of the provisions of this Contract; and to guarantee Contractor's payment of all laborers, mechanics, subcontractors and material persons. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bond.

11. SAFETY

Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against any known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from danger all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

12. PREVAILING WAGES

12.1 Wages of Employees. This contract is subject to the minimum wage requirements of Chapter 39.12 RCW and Chapter 49.28 RCW (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The Hourly minimum rates for wages and fringe benefits are listed in Appendix B. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in Appendix B.

The Contractor, any subcontractor, and all individuals or firms required by Chapter 39.12 RCW, Chapter 296-127 WAC, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by Chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate unless the state rates are specifically preempted by Federal law.

The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of Chapter 39.12 RCW because of the definition "Contractor" in Chapter 296-127-010 WAC, complies with all the requirements of Chapter 39.12 RCW.

12.2 Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Contract do not apply to:

- (1) Sole owners and their spouses;
- (2) Any partner who owns at least 30% of a partnership;
- (3) The President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

12.3 Reporting Requirements. On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for itself and for each firm covered under Chapter 39.12 RCW that provided work and materials of the contract:

(1) A copy of an approved "Statement of Intent to Pay Prevailing Wages" State L&I form number F700-029-000. The City will make no payment under this contract for the work performed until this statement has been approved by State L&I and a certified copy of the approved form has been submitted to the City.

(2) A copy of an approved "Affidavit of Prevailing Wages Paid," State L&I form number F700-007-000. The City will not release to the contractor any funds retained under Chapter 60.28.011 RCW until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and a certified copy of all the approved forms have been submitted to the City.

The Contractor shall be responsible for requesting these forms from the State L&I and for paying any approval fees required by State L&I.

Certified payrolls are required to be submitted by the Contractor to the City, for the Contractor and all subcontractors or lower tier subcontractors.

12.4 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

13. FAILURE TO PAY SUBCONTRACTORS

In the event the Contractor shall fail to pay any subcontractors or laborers, fail to pay for any materials, or fail to pay any insurance premiums, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers, materials or premiums.

14. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

15. CONFIDENTIALITY

Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept as confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

16. BOOKS AND RECORDS

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all

reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

17. CLEAN UP

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

18. CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITY:

18.1 Contractor Verification. The Contractor verifies that it has a certificate of registration with the State of Washington; has a current state unified business identifier number; is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3); has industrial insurance as required by Title 51 RCW, if applicable; has an employment security department number as required in Title 50 RCW, if applicable; has a state excise tax registration number as required in Title 82 RCW, if applicable; possesses a valid electrical contractor license as required by Chapter 19.28 RCW, if applicable; and possesses an elevator contractor license as required by Chapter 70.87 RCW, if applicable.

18.2 Subcontractor Contracts. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

18.3 Subcontractor Verification. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria: Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal; Have a current Washington Unified Business Identifier (UBI) number; Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3); Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW, if applicable; A Washington Employment Security Department number, as required in Title 50 RCW, if applicable; A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW, if applicable; An electrical contractor license, if required by Chapter 19.28 RCW, if applicable; An elevator contractor license, if required by Chapter 70.87 RCW.

19. GENERAL PROVISIONS

19.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

19.2 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest.

19.3 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

19.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

19.5 Successors In Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

19.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be King County, Washington.

19.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

19.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

19.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

19.10 Notices. Any notices required to be given by the City to Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

19.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

19.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

19.13 Compliance with Ethics Code. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation and/or performance of this Contract, this Contract may be rendered null and void, at the City's option.

19.14 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract Documents, the Mayor or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

DATED the day and year set forth above.

CITY OF FEDERAL WAY

By:

Jim Ferrell, Mayor
33325 8th Avenue South
Federal Way, WA 98003-6325

ATTEST:

City Clerk, Stephanie Courtney, CMC

APPROVED AS TO FORM:

City Attorney, Amy Jo Pearsall

[CONTRACTOR'S NAME]

By: _____
(Signature)

(Name)

(Address)

(Phone)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____, 20__.

(typed/printed name of notary)

Notary Public in and for the State of Washington.

My commission expires _____

EXHIBIT A



Original
 Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: _____ Contractor's UBI Number: _____

Name & Mailing Address of Public Agency	Department Use Only
UBI Number: _____	Assigned to: _____
	Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name	Contract Number	Job Order Contracting <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es)		
Federally funded transportation project? <input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
Contractor's Name	E-mail Address	Affidavit ID*
Contractor Address		Telephone #
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number.		
<input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name:		Bond Number:
Date Contract Awarded	Date Work Commenced	Date Work Completed
		Date Work Accepted
Were Subcontractors used on this project? If so, please complete Addendum A. <input type="checkbox"/> Yes <input type="checkbox"/> No		
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ _____	Liquidated Damages	\$ _____
Additions (+)	\$ _____	Amount Disbursed	\$ _____
Reductions (-)	\$ _____	Amount Retained	\$ _____
Sub-Total	\$ _____		
Sales Tax Rate	_____ %		
<small>(If various rates apply, please send a breakdown)</small>			
Sales Tax Amount	\$ _____	TOTAL \$	_____
TOTAL \$			_____

NOTE: These two totals must be equal

Comments:

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.
Submitting Form: Please submit the completed form by email to all three agencies below.

Contact Name: _____ Title: _____
 Email Address: _____ Phone Number: _____

<p>Department of Revenue Public Works Section (360) 704-5650 PWC@dor.wa.gov</p>	<p>Washington State Department of Labor & Industries Contract Release (855) 545-8163, option # 4 ContractRelease@LNI.WA.GOV</p>	<p>Employment Security Department Registration, Inquiry, Standards & Coordination Unit (360) 902-9450 publicworks@esd.wa.gov</p>
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REV 31 0020e (10/26/15) F215-038-000 10-2014

**EXHIBIT B
CITY OF FEDERAL WAY
CONTRACT CHANGE ORDER AGREEMENT**

PROJECT
NUMBER

CHANGE ORDER
NUMBER

EFFECTIVE DATE

PROJECT TITLE

CONTRACTOR

SUMMARY OF PROPOSED CHANGES:

The time provided for completion in the Contract is Unchanged Increased Decreased by ___ Calendar Days. This Document shall become an Amendment to the Contract and all provisions of the Contract not amended herein will apply to this Change Order.

Will this change affect expiration or extent of Insurance coverage?
If "Yes" Will the Policies Be Extended?

Yes No
 Yes No

PRICE CHANGE

LUMP SUM: INCREASE \$
UNIT PRICE:

DECREASE \$

THE ITEMS ARE APPROXIMATE OR ESTIMATED QUANTITIES INVOLVED IN THIS CHANGE

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	ADD OR DELETE
----------	------	----------	------------	---------------

TOTAL NET CONTRACT:

INCREASE \$

DECREASE \$

STATEMENT:

Payment for the above work will be in accordance with applicable portions of the standard specifications, and with the understanding that all materials, workmanship and measurements shall be in accordance with the provisions of the standard specifications, the contract plans, and the special provisions governing the types of construction.

CONTRACTOR'S
SIGNATURE

DEPT. DIRECTOR/MANAGER
SIGNATURE

DATE

DEPARTMENT RECAP TO DATE:

*Adjustments:

ORIGINAL CONTRACT AMOUNT	\$ _____
PREVIOUS CHANGE ORDERS	\$ _____
THIS CHANGE ORDER	\$ _____
*ADJUSTMENTS	\$ _____
NEW CONTRACT AMOUNT	\$ _____

ADJUSTMENTS

CHANGE ORDER ESTIMATE IS HEREBY

INCREASED \$ _____

DECREASED \$ _____

PAY THIS ADJUSTED AMOUNT

\$ _____

DEPARTMENT DIRECTOR'S SIGNATURE

**EXHIBIT C
CONTRACTOR'S RETAINAGE AGREEMENT**

City of Federal Way
33325 8th Avenue South
Federal Way, WA 98003-6325
253-835-7000

Bid/Contract Number

--

IDENTIFICATION AND DESCRIPTION

Project Title _____
Contractor _____ Representative _____
Bid No. _____ Date _____ Administering Department _____
City Representative _____ Funding Source _____
Project Authority _____

RETAINAGE FORMULA

In accordance with applicable State Statutes, the following provisions will be made for the disposition of the retainage held for investment:

1. All investments selected below are subject to City approval.
2. Retainage under this agreement will be held in escrow by the _____ (referred to herein as the Bank), the terms of which are specified by separate escrow agreement. The cost of the investment program and the risk thereof is to be borne entirely by the contractor.
3. The final disposition of the contract retainage will be made in accordance with applicable statutes.

CONTRACTOR'S INSTRUCTIONS

Pursuant to RCW 60.28.010 I hereby notify the City of Federal Way of my instructions **to invest** **not to invest** the retainage withheld under the terms of this contract. If the investment option is selected, please provide the following information:

Name of Bank, Mutual Fund, or Savings & Loan Association: _____
Address: _____
Account #: _____ Contact Person: _____
Contractor: _____ Date: _____
By: _____ Title: _____
Address: _____ Phone: _____
Fed ID #: _____ Est. Completion Date: _____

CITY APPROVAL

Approval of Investment Program and Retainage Agreement

Finance Director Date

CERTIFICATION FOR RELEASE OF CONTRACT RETAINAGE

Contract No. _____ Project Title: _____

I hereby certify, as Contract Administrator for this Contract representing the City of Federal Way, that all work required by the above cited contract was completed on _____ and final acceptance by the City was granted on _____.

I also certify that no liens have been received within 30 days from the above date from any person, persons, mechanics, subcontractors or materialman who has performed any work or provided any material of subject contract.

Contract Administrator

Director of Administering Department

Also, please find attached certifications by the applicable state agencies of the receipt of: 1) Washington State Business Taxes (Washington State Dept. of Revenue); 2) Industrial Insurance Premiums (State Dept. of Labor & Industries); and 3) Employment Security, Unemployment Insurance Premiums (State of Washington Employment Security Dept.)

EXHIBIT D
RETAINAGE BOND TO CITY OF FEDERAL WAY

MARINE HILLS STORMWATER CONVEYANCE SYSTEM REPAIR PHASE 1 PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, _____, as principal ("Principal"), and _____, a Corporation organized and existing under the laws of the State of _____, as a surety Corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Contractors with Municipal Corporations, as surety ("Surety"), are jointly and severally held and firmly bonded to the City of Federal Way ("City") in the penal sum of: _____ (\$ _____) for the payment of which sum we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

A. This obligation is entered into in pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

B. Pursuant to proper authorization, the Mayor is authorized to enter into a certain contract with the Principal, providing for the _____ Project, which contract is incorporated herein by this reference ("Contract"), and

C. Pursuant to State law, Chapter 60.28 RCW, the City is required to reserve from the monies earned by the Principal pursuant to the contract, a sum not to exceed five percent (5%), said sum to be retained by the City as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialmen who shall perform any labor upon such contract or the doing of such work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and the State with the respect to taxes imposed pursuant to Title 82 RCW which may be due from said Principal. Every person performing labor or furnishing supplies towards completion of said improvement or work shall have a lien on said monies so reserved, provided that such notice of the lien of such claimant shall be given in the manner and within the time provided in RCW 39.08.030 as now existing and in accordance with any amendments that may hereafter be provided thereto; and

D. State law further provides that with the consent of the City, the Principal may submit a bond for all or any portion of the amount of funds retained by the public body in a form acceptable to the public body conditioned upon such bond any proceeds therefrom being made subject to all claims and liens and in the same manner and priority as set forth retained percentages pursuant to Chapter 60.28 RCW; and

E. The Principal has accepted, or is about to accept, the Contract, and undertake to perform the work therein provided for in the manner and within the time set forth, for the amount of \$ _____; and

F. The City is prepared to release any required retainage money previously paid by the Principal prior to acceptance and successful operation and fulfillment of all other terms of said contract upon being indemnified by these presents,

NOW, THEREFORE, if the Principal shall perform all the provisions of the Contract in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal or subcontractors with provisions and supplies for the carrying on of said work, and if the Principal shall pay to the State all taxes imposed pursuant to Title 82 RCW which may be due from such Principal as a result of this contract then and in the event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Retainage Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration and Mediation ("USA&M"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Seattle USA&M office, 4300 Two Union Square, 601 Union Street, Seattle, Washington 98101-2327. The Surety shall not interplead prior to completion of the mediation.

The parties have executed this instrument under their separate seals this ____ day of _____, 20____, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

CORPORATE SEAL:

PRINCIPAL

By: _____

Title: _____

Address: _____

CORPORATE SEAL:

SURETY

By: _____

Attorney-in-Fact
(Attach Power of Attorney)

Title: _____

Address: _____

CERTIFICATES AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was _____ of said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary of Assistant Secretary

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Surety in the within bond; that _____, who signed the said bond on behalf of the Surety, was _____ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary of Assistant Secretary

APPROVED AS TO FORM:

Amy Jo Pearsall, City Attorney

EXHIBIT E

**NOTICE TO LABOR UNIONS OR OTHER EMPLOYMENT ORGANIZATIONS
NONDISCRIMINATION IN EMPLOYMENT**

TO: ALL EMPLOYEES

AND TO: _____
(Name of Union or Organization)

The undersigned currently holds contract(s) with _____ involving funds or credit of the City of Federal Way, Washington, or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that, under the provisions of the above contract(s) or subcontract(s) and in accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant of employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or subcontractor(s) and Executive Order 11246.

Copies of this Notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Complaints may be submitted to: _____

City of Federal Way
33325 8th Avenue South
Federal Way, WA 98003

(Contractor or subcontractor)

Date

EXHIBIT F
CERTIFICATE OF INSURANCE

EXHIBIT G

**CITY OF FEDERAL WAY
PERFORMANCE/PAYMENT BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned _____, ("Principal") and _____, the undersigned corporation organized and existing under the laws of the State of _____ and legally doing business in the State of Washington as a surety ("Surety"), are held and firmly bonded unto the City of Federal Way, a Washington municipal corporation ("City") in the penal sum of _____ Dollars and no/100 (\$_____) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into an Agreement with the City dated _____, 20__ for _____.

NOW, THEREFORE, if the Principal shall perform all the provisions of the Agreement in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Agreement, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold the City, their officials, agents, employees and volunteers harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of the Principal, or any subcontractor in the performance of said work, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Agreement.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Agreement or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Agreement without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Agreement, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the city, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration and Mediation ("USA&M"). The Parties shall

proportionately share in the cost of the mediation. The mediation shall be administered by the Seattle USA&M office, 4300 Two Union Square, 601 Union Street, Seattle, Washington 98101-2327. The Surety shall not interplead prior to completion of the mediation.

DATED this ___ day of _____, 20__.

CORPORATE SEAL OF PRINCIPAL:

PRINCIPAL

By: _____
(Name of Person Executing Bond)

Its: _____
(Title)

(Address)

(Phone)

CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was _____ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary of Assistant Secretary

[For LLC's with one officer only, use the notary block below and DELETE Certificate of Corporate Seal]

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN my hand and official seal this _____ day of _____, 20__.

Notary's signature _____
Notary's printed name _____
Notary Public in and for the State of Washington.
My commission expires _____

CORPORATE SEAL OF SURETY:

SURETY

By:

Attorney-in-Fact
(Attach Power of Attorney)

(Name of Person Executing Bond)

(Address)

(Phone)

APPROVED AS TO FORM:

Amy Jo Pearsall, City Attorney

EXHIBIT H
TITLE VI ASSURANCES

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to: Withholding of payments to the contractor under the contract until the contractor complies, and/or; Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

AMENDMENTS TO STANDARD SPECIFICATIONS

1 **INTRO.AP1**

2 **INTRODUCTION**

3 The following Amendments and Special Provisions shall be used in conjunction with the
4 2016 Standard Specifications for Road, Bridge, and Municipal Construction.

5

6

7

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

12

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

15

16 **1-02.AP1**

17 **Section 1-02, Bid Procedures and Conditions**

18 **April 4, 2016**

19 **1-02.4(1) General**

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

21

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

26

27 **1-02.9 Delivery of Proposal**

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

29

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

35

36 The following new paragraph is inserted before the last paragraph:

37

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

44

45 **1-02.12 Public Opening of Proposals**

46 This section is supplemented with the following new paragraph:

47

1 If an emergency or unanticipated event interrupts normal work processes of the
2 Contracting Agency so that Proposals cannot be opened at the time indicated in the call
3 for Bids the time specified for opening of Proposals will be deemed to be extended to
4 the same time of day on the first work day on which the normal work processes of the
5 Contracting Agency resume.
6

7 **1-06.AP1**

8 **Section 1-06, Control of Material**
9 **January 4, 2016**

10 This section is supplemented with the following new section and subsections:
11

12 **1-06.6 Recycled Materials**

13 The Contractor shall make their best effort to utilize recycled materials in the
14 construction of the project; the use of recycled concrete aggregate as specified in
15 Section 1-06.6(1)A is a requirement of the Contract.
16

17 The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working
18 Drawing within 30 calendar days after the Contract is executed. The plan shall provide
19 the Contractor's anticipated usage of recycled materials for meeting the requirements of
20 these Specifications. The quantity of recycled materials will be provided in tons and as
21 a percentage of the Plan quantity for each material listed in Section 9-03.21(1)E Table
22 on Maximum Allowable Percent (By Weight) of Recycled Material. When a Contract
23 does not include Work that requires the use of a material that is included in the
24 requirements for using materials the Contractor may state in their plan that no recycled
25 materials are proposed for use.
26

27 Prior to Physical Completion the Contractor shall report the quantity of recycled
28 materials that were utilized in the construction of the project for each of the items listed
29 in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete
30 aggregate, recycled glass, steel furnace slag and other recycled materials (e.g.
31 utilization of on-site material and aggregates from concrete returned to the supplier).
32 The Contractor's report shall be provided on DOT Form 350-075 Recycled Materials
33 Reporting.
34

35 **1-06.6(1) Recycling of Aggregate and Concrete Materials**

36
37 **1-06.6(1)A General**

38 The minimum quantity of recycled concrete aggregate shall be 25 percent of the total
39 quantity of aggregate that is incorporated into the Contract for those items listed in
40 Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled
41 Material that allow the use of recycled concrete aggregate. The percentage of recycled
42 material incorporated into the project for meeting the required percentage will be
43 calculated in tons based on the quantity of recycled concrete used on the entire
44 Contract and not as individual items.
45

46 If the Contractor's total cost for Work with recycled concrete aggregate is greater than
47 without the Contractor may choose to not use recycled concrete aggregate. When the
48 Contractor does not meet the minimum requirement of 25 percent recycled concrete
49 aggregate for the Contract due to costs or any other reason the following shall be
50 submitted:

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1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on the Contract. The cost estimate shall include the following:
 - a. The estimated costs for the Work for each material with 25 percent recycled concrete aggregate. The cost estimate shall include for each material a copy of the price quote from the supplier with the lowest total cost for the Work.
 - b. The estimated costs for the Work for each material without recycled concrete aggregate.

The Contractor's cost estimates shall be submitted as an attachment to the Recycled Materials Reporting form.

1-07.AP1

**Section 1-07, Legal Relations and Responsibilities to the Public
April 4, 2016**

1-07.1 Laws to be Observed

In the second to last sentence of the third paragraph, "WSDOT" is revised to read "Contracting Agency".

1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax

The last three sentences of the first paragraph are deleted and replaced with the following new sentence:

The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project, in the unit bid prices.

1-07.9(2) Posting Notices

Items 1 and 2 are revised to read:

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

Items 5, 6 and 7 are revised to read:

5. WHD 1420 (revised 02/13) – **Employee Rights and Responsibilities Under The Family And Medical Leave Act** published by US Department of Labor. Post on all projects.
6. WHD 1462 (revised 01/16) – **Employee Polygraph Protection Act** published by US Department of Labor. Post on all projects.

1 7. F416-081-909 (revised 09/15) – **Job Safety and Health Law** published by
2 Washington State Department of Labor and Industries. Post on all projects.

3

4 Items 9 and 10 are revised to read:

5

6 9. F700-074-909 (revised 06/13) – **Your Rights as a Worker in Washington State**
7 by Washington State Department of Labor and Industries (L&I). Post on all projects.

8

9 10. EMS 9874 (revised 10/15) – **Unemployment Benefits** published by Washington
10 State Employment Security Department. Post on all projects.

11

12 **1-08.AP1**

13 **Section 1-08, Prosecution and Progress**

14 **January 4, 2016**

15 **1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage**
16 **Withheld**

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

18

19 **1-09.AP1**

20 **Section 1-09, Measurement and Payment**

21 **April 4, 2016**

22 **1-09.6 Force Account**

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

24

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

29

30 **5-02.AP5**

31 **Section 5-02, Bituminous Surface Treatment**

32 **April 4, 2016**

33 **5-02.3(2) Preparation of Roadway Surface**

34 This section is supplemented with the following new subsection:

35

36 **5-02.3(2)E Crack Sealing**

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

39

40 1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.

41

42 2. Cracks greater than 1 inch in width – fill with sand slurry.

43

1 **5-04.AP5**

2 **Section 5-04, Hot Mix Asphalt**
3 **April 4, 2016**

4 This section (and all subsections) is revised to read:

5

6 This Section 5-04 is written in a style which, unless otherwise indicated, shall be
7 interpreted as direction to the Contractor.

8

9

5-04.1 Description

10 This Work consists of providing and placing one or more layers of plant-mixed hot mix
11 asphalt (HMA) on a prepared foundation or base, in accordance with these
12 Specifications and the lines, grades, thicknesses, and typical cross-sections shown
13 in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes
14 in accordance with these Specifications.

15

16 HMA shall be composed of asphalt binder and mineral materials as required, and may
17 include reclaimed asphalt pavement (RAP) or reclaimed asphalt shingles (RAS), mixed
18 in the proportions specified to provide a homogeneous, stable, and workable mix.

19

20

5-04.2 Materials

21

Provide materials as specified in these sections:

22

23

Asphalt Binder 9-02.1(4)

24

Cationic Emulsified Asphalt 9-02.1(6)

25

Anti-Stripping Additive 9-02.4

26

Warm Mix Asphalt Additive 9-02.5

27

Aggregates 9-03.8

28

Reclaimed Asphalt Pavement (RAP) 9-03.8(3)B

29

Reclaimed Asphalt Shingles (RAS) 9-03.8(3)B

30

Mineral Filler 9-03.8(5)

31

Recycled Material 9-03.21

32

Hot Poured Sealant 9-04.2(1)A

33

Sand Slurry 9-04.2(1)B

34

35

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

36

Comply with each of the following:

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- Develop the mix design in accordance with WSDOT SOP 732.

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- Develop a mix design that complies with Sections 9-03.8(2) and 9-03.8(6).

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- Develop a mix design no more than 6 months prior to submitting it for QPL evaluation.

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- Submit mix designs to the WSDOT State Materials Laboratory in Tumwater, including WSDOT Form 350-042.

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- Include representative samples of the materials that are to be used in the HMA production as part of the mix design submittal. See Section 5-04.2(1)A to determine when to include samples of RAP or RAS.

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- Identify the brand, type, and percentage of anti-stripping additive in the mix design submittal.
- Include with the mix design submittal a certification from the asphalt binder supplier that the anti-stripping additive is compatible with the crude source and the formulation of asphalt binder proposed for use in the mix design.
- Do not include warm mix asphalt (WMA) additives when developing a mix design or submitting a mix design for QPL evaluation. The use of warm mix asphalt (WMA) additives is not part of the process for obtaining approval for listing a mix design on the QPL. Refer to Section 5-04.2(2)B.

The Contracting Agency’s basis for approving, testing, and evaluating HMA mix designs for approval on the QPL is dependent on the contractual basis for acceptance of the HMA mixture, as shown in Table 1.

Table 1

Basis for Contracting Agency Evaluation of HMA Mix Designs for Approval on the QPL		
Contractual Basis for Acceptance of HMA Mixture (see Section 5-04.3(9))	Basis for Contracting Agency Approval of Mix Design for Placement on QPL	Contracting Agency Materials Testing for Evaluation of the Mix Design
Statistical Evaluation, or Nonstatistical Evaluation	WSDOT Standard Practice QC-8	The Contracting Agency will test the mix design materials for compliance with Sections 9-03.8(2) and 9-03.8(6).
Visual Evaluation	Review of Form 350-042 for compliance with Sections 9-03.8(2) and 9-03.8(6)	The Contracting Agency may elect to test the mix design materials, or evaluate in accordance with WSDOT Standard Practice QC-8, at its sole discretion.

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If the Contracting Agency approves the mix design, it will be listed on the QPL for 12 consecutive months. The Contracting Agency may extend the 12 month listing provided the Contractor submits a certification letter to the Qualified Products Engineer verifying that the aggregate source and job mix formula (JMF) gradation, and asphalt binder crude source and formulation have not changed. The Contractor may submit the certification no sooner than one month prior to expiration of the initial 12 month mix design approval. Within 7 calendar days of receipt of the Contractor’s certification, the Contracting Agency will update the QPL. The maximum duration for approval of a mix design and listing on the QPL will be 24 months from the date of initial approval or as approved by the Engineer.

5-04.2(1)A Mix Designs Containing RAP and/or RAS

Mix designs are classified by the RAP and/or RAS content as shown in Table 2.

Table 2

Mix Design Classification Based on RAP/RAS Content	
RAP/RAS Classification	RAP/RAS Content¹
Low RAP/No RAS	$0\% \leq \text{RAP}\% \leq 20\%$ and $\text{RAS}\% = 0\%$
High RAP/Any RAS	$20\% < \text{RAP}\% \leq \text{Maximum Allowable RAP}^2$ and/or $0\% < \text{RAS}\% \leq \text{Maximum Allowable RAS}^2$

¹Percentages in this table are by total weight of HMA

²See Table 4 to determine the limits on the maximum amount RAP and/or RAS.

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5-04.2(1)A1 Low RAP/No RAS – Mix Design Submittals for Placement on QPL

For Low RAP/No RAS mix designs, comply with the following additional requirements:

1. Develop the mix design without the inclusion of RAP.
2. The asphalt binder grade shall be the grade indicated in the Bid item name or as otherwise required by the Contract.
3. Do not submit samples of RAP with these mix designs.
4. Testing RAP or RAS stockpiles is not required for obtaining approval for placing these mix designs on the QPL.

5-04.2(1)A2 High RAP/Any RAS - Mix Design Submittals for Placement on QPL

For High RAP/Any RAS mix designs, comply with the following additional requirements:

1. For mix designs with any RAS, test the RAS stockpile (and RAP stockpile if any RAP is in the mix design) in accordance with Table 3.
2. For High RAP mix designs with no RAS, test the RAP stockpile in accordance with Table 3.
3. For mix designs with High RAP/Any RAS, construct a single stockpile for RAP and a single stockpile for RAS and isolate (sequester) these stockpiles from further stockpiling before beginning development of the mix design. Test the RAP and RAS during stockpile construction as required by item 1 and 2 above. Use the test data in developing the mix design, and report the test data to the Contracting Agency on WSDOT Form 350-042 as part of the mix design submittal for approval on the QPL. Account for the reduction in asphalt binder contributed from RAS

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in accordance with AASHTO PP 78. Do not add to these stockpiles after starting the mix design process.

Table 3

Test Frequency of RAP/RAS During RAP/RAS Stockpile Construction For Approving a High RAP/Any RAS Mix Design for Placement on the QPL		
Test Frequency ¹	Test for	Test Method
<ul style="list-style-type: none"> • 1/1000 tons of RAP (minimum of 10 per mix design) and • 1/100 tons of RAS (minimum of 10 per mix design) 	Asphalt Binder Content and Sieve Analysis of Fine and Coarse Aggregate	FOP for AASHTO T 308 and FOP for WAQTC T 27/T 11

¹“tons”, in this table, refers to tons of the reclaimed material before being incorporated into HMA.

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- Limit the amount of RAP and/or RAS used in a High RAP/Any RAS mix design by the amount of binder contributed by the RAP and/or RAS, in accordance with Table 4.

Table 4

Maximum Amount of RAP and/or RAS in HMA Mixture	
Maximum Amount of Binder Contributed from:	
RAP	RAS
40% ¹ minus contribution of binder from RAS	20% ²

¹ Calculated as the weight of asphalt binder contributed from the RAP as a percentage of the total weight of asphalt binder in the mixture.

² Calculated as the weight of asphalt binder contributed from the RAS as a percentage of the total weight of asphalt binder in the mixture.

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- Develop the mix design including RAP, RAS, recycling agent, and new binder.
- Extract, recover, and test the asphalt residue from the RAP and RAS stockpiles to determine the percent of recycling agent and/or grade of new asphalt binder needed to meet but not exceed the performance grade (PG) of asphalt binder required by the Contract.
 - Perform the asphalt extraction in accordance with AASHTO T 164 or ASTM D 2172 using reagent grade trichloroethylene.
 - Perform the asphalt recovery in accordance with AASHTO R 59 or ASTM D 1856.

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- c. Test the recovered asphalt residue in accordance with AASHTO R 29 to determine the asphalt binder grade in accordance with Section 9-02.1(4).
 - d. After determining the recovered asphalt binder grade, determine the percent of recycling agent and/or grade of new asphalt binder in accordance with ASTM D 4887.
 - e. Test the final blend of recycling agent, binder recovered from the RAP and RAS, and new asphalt binder in accordance with AASHTO R 29. The final blended binder shall meet but not exceed the performance grade of asphalt binder required by the Contract and comply with the requirements of Section 9-02.1(4).
7. Include the following test data with the mix design submittal:
- a. All test data from RAP and RAS stockpile construction.
 - b. All data from testing the recovered and blended asphalt binder.
8. Include representative samples of the following with the mix design submittal:
- a. RAP and RAS.
 - b. 100 grams of recovered asphalt residue from the RAP and RAS that are to be used in the HMA production.

5-04.2(1)B Commercial HMA - Mix Design Submittal for Placement on QPL

For HMA used in the Bid item Commercial HMA, in addition to the requirements of 5-04.2(1) identify the following in the submittal:

- 1. Commercial HMA
- 2. Class of HMA
- 3. Performance grade of binder
- 4. Equivalent Single Axle Load (ESAL)

The Contracting Agency may elect to approve Commercial HMA mix designs without evaluation.

5-04.2(1)C Mix Design Resubmittal for QPL Approval

Develop a new mix design and resubmit for approval on the QPL when any of the following changes occur. When these occur, discontinue using the mix design until after it is reapproved on the QPL.

- 1. Change in the source of crude petroleum used in the asphalt binder.

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2. Changes in the asphalt binder refining process.
3. Changes in additives or modifiers in the asphalt binder.
4. Changes in the anti-strip additive, brand, type or quantity.
5. Changes to the source of material for aggregate.
6. Changes to the job mix formula that exceed the amounts as described in item 2 of Section 9-03.8(7), unless otherwise approved by the Engineer.
7. Changes in the percentage of material from a stockpile, when such changes exceed 5% of the total aggregate weight.
 - a. Changes to the percentage of material from a stockpile will be calculated based on the total aggregate weight (not including the weight of RAP) for Low RAP/No RAS mix designs.
 - b. For High RAP/Any RAS mix designs, changes in the percentage of material from a stockpile will be based on total aggregate weight including the weight of RAP (and/or RAS when included in the mixture).

Prior to making any change in the amount of RAS in an approved mix design, notify the Engineer for determination of whether a new mix design is required, and obtain the Engineer's approval prior to implementing such changes.

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

Use only mix designs listed on the Qualified Products List (QPL). Submit WSDOT Form 350-041 to the Engineer to request approval to use a mix design from the QPL. Changes to the job mix formula (JMF) that have been approved on other contracts may be included. The Engineer may reject a request to use a mix design if production of HMA using that mix design on any contract is not in compliance with Section 5-04.3(11)D, E, F, and G for mixture or compaction.

5-04.2(2)A Changes to the Job Mix Formula

The approved mix design obtained from the QPL will be considered the starting job mix formula (JMF) and shall be used as the initial basis for acceptance of HMA mixture, as detailed in Section 5-04.3(9).

During production the Contractor may request to adjust the JMF. Any adjustments to the JMF will require approval of the Engineer and shall be made in accordance with item 2 of Section 9-03.8(7). After approval by the Engineer, such adjusted JMF's shall constitute the basis for acceptance of the HMA mixture.

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

The Contractor may, at the Contractor's discretion, elect to use warm mix asphalt (WMA) processes for producing HMA. WMA processes include

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organic additives, chemical additives, and foaming. The use of WMA is subject to the following:

- Do not use WMA processes in the production of High RAP/Any RAS mixtures.
- Before using WMA processes, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed WMA 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 in Table 5, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Table 5

Minimum Surface Temperature for Paving		
Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to 0.20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

These requirements apply when the Roadway being paved is open to traffic.

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.

During paving operations, maintain temporary pavement markings throughout the project. Install temporary pavement markings on the Roadway prior to opening to traffic. Temporary pavement markings shall comply with Section 8-23.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Equip mixing plants as follows.

1. **Use tanks for storage and preparation of asphalt binder which:**
 - Heat the contents by means that do not allow flame to contact the contents or the tank, such as by steam or electricity.
 - Heat and hold contents at the required temperatures.
 - Continuously circulate contents to provide uniform temperature and consistency during the operating period.

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- Provide an asphalt binder sampling valve, in either the storage tank or the supply line to the mixer.
2. **Provide thermometric equipment:**
- In the asphalt binder feed line near the charging valve at the mixer unit, capable of detecting temperature ranges expected in the HMA and in a location convenient and safe for access by Inspectors.
 - At the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates, and situated in full view of the plant operator.
3. **When heating asphalt binder:**
- Do not exceed the maximum temperature of the asphalt binder recommended by the asphalt binder supplier.
 - Avoid local variations in heating.
 - Provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F.
4. **Provide a mechanical sampler for sampling mineral materials that:**
- Meets the crushing or screening requirements of Section 1-05.6.
5. **Provide HMA sampling equipment that complies with WSDOT SOP T-168.**
- Use a mechanical sampling device installed between the discharge of the silo and the truck transport, approved by the Engineer, or
 - Platforms or devices to enable sampling from the truck transport without entering the truck transport for sampling HMA.
6. **Provide for setup and operation of the Contracting Agency's field testing:**
- As required in Section 3-01.2(2).
7. **Provide screens or a lump breaker:**
- When using any RAP or any RAS, to eliminate oversize RAP or RAS particles from entering the pug mill or drum mixer.

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5-04.3(3)B Hauling Equipment

Provide HMA hauling equipment with tight, clean, smooth metal beds and a cover of canvas or other suitable material of sufficient size to protect the HMA from adverse weather. Securely attach the cover to protect the HMA whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F.

Prevent HMA from adhering to the hauling equipment. Spray metal beds with an environmentally benign release agent. Drain excess release agent prior to filling hauling equipment with HMA. Do not use petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA. For hopper trucks, operate the conveyer during the process of applying the release agent.

5-04.3(3)C Pavers

Use self-contained, power-propelled pavers provided with an internally heated vibratory screed that is capable of spreading and finishing courses of HMA in lane widths required by the paving section shown in the Plans.

When requested by the Engineer, provide written certification that the paver is equipped with the most current equipment available from the manufacturer for the prevention of segregation of the coarse aggregate particles. The certification shall list the make, model, and year of the paver and any equipment that has been retrofitted to the paver.

Operate the screed in accordance with the manufacturer's recommendations and in a manner to produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. Provide a copy of the manufacturer's recommendations upon request by the Contracting Agency. Extensions to the screed will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. In the Travelled Way do not use extensions without both augers and an internally heated vibratory screed.

Equip the paver with automatic screed controls and sensors for either or both sides of the paver. The controls shall be capable of sensing grade from an outside reference line, sensing the transverse slope of the screed, and providing automatic signals that operate the screed to maintain the desired grade and transverse slope. Construct the sensor so it will operate from a reference line or a mat referencing device. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent.

Equip the paver with automatic feeder controls, properly adjusted to maintain a uniform depth of material ahead of the screed.

Manual operation of the screed is permitted in the construction of irregularly shaped and minor areas. These areas include, but are not limited to, gore areas, road approaches, tapers and left-turn channelizations.

When specified in the Contract, provide reference lines for vertical control. Place reference lines on both outer edges of the Traveled Way of each

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Roadway. Horizontal control utilizing the reference line is permitted. Automatically control the grade and slope of intermediate lanes by means of reference lines or a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

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

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6.

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

Use a material transfer device (MTD) or material transfer vehicle (MTV) to deliver the HMA from the hauling equipment to the paving machine for any lift in (or partially in) the top 0.30 feet of the pavement section used in traffic lanes. However, an MTD/V is not required for HMA placed in irregularly shaped and minor areas such as tapers and turn lanes, or for HMA mixture that is accepted by Visual Evaluation. At the Contractor's request the Engineer may approve paving without an MTD/V; the Engineer will determine if an equitable adjustment in cost or time is due. If a windrow elevator is used, the Engineer may limit the length of the windrow in urban areas or through intersections.

To be approved for use, an MTV:

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

To be approved for use, an MTD:

1. Shall be positively connected to the paver.

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

5-04.3(3)E Rollers

Operate rollers in accordance with the manufacturer's recommendations. When requested by the Engineer, provide a Type 1 Working Drawing of the manufacturer's recommendation for the use of any roller planned for use on the project. Do not use rollers that crush aggregate, produce pickup or washboard, unevenly compact the surface, displace the mix, or produce other undesirable results.

5-04.3(4) Preparation of Existing Paved Surfaces

Before constructing HMA on an existing paved surface, the entire surface of the pavement shall be clean. Entirely remove all fatty asphalt patches, grease drippings, and other deleterious substances from the existing pavement to the satisfaction of the Engineer. Thoroughly clean all pavements or bituminous surfaces of dust, soil, pavement grindings, and other foreign matter. Thoroughly remove any cleaning or solvent type liquids used to clean equipment spilled on the pavement before paving proceeds. Fill all holes and small depressions with an appropriate class of HMA. Level and thoroughly compact the surface of the patched area.

Apply a uniform coat of asphalt (tack coat) to all paved surfaces on which any course of HMA is to be placed or abutted. Apply tack coat to cover the cleaned existing pavement with a thin film of residual asphalt free of streaks and bare spots. Apply a heavy application of tack coat to all joints. For Roadways open to traffic, limit the application of tack coat to surfaces that will be paved during the same working shift. Equip the spreading equipment with a thermometer to indicate the temperature of the tack coat material.

Do not operate equipment on tacked surfaces until the tack has broken and cured. Repair tack coat damaged by the Contractor's operation, prior to placement of the HMA.

Unless otherwise approved by the Engineer, use CSS-1, CSS-1h, or Performance Graded (PG) asphalt for tack coat. The CSS-1 and CSS-1h emulsified asphalt may be diluted with water at a rate not to exceed one part water to one part emulsified asphalt. Do not allow the tack coat material to exceed the maximum temperature recommended by the asphalt supplier.

When shown in the Plans, prelevel uneven or broken surfaces over which HMA is to be placed by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

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5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

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

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

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the crack. 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.

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

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:

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

5-04.3(4)B Soil Residual Herbicide

Where shown in the Plans, apply one application of an approved soil residual herbicide. Comply with Section 8-02.3(3)B. Complete paving within 48 hours of applying the herbicide.

Use herbicide registered with the Washington State Department of Agriculture for use under pavement. Before use, obtain the Engineer's approval of the

1 herbicide and the proposed rate of application. Include the following
2 information in the request for approval of the material:

- 3
4 1. Brand Name of the Material,
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6 2. Manufacturer,
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8 3. Environmental Protection Agency (EPA) Registration Number,
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10 4. Material Safety Data Sheet, and
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12 5. Proposed Rate of Application.

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14 **5-04.3(4)C Pavement Repair**

15 Excavate pavement repair areas and backfill these with HMA in accordance
16 with the details shown in the Plans and as staked. Conduct the excavation
17 operations in a manner that will protect the pavement that is to remain. Repair
18 pavement not designated to be removed that is damaged as a result of the
19 Contractor's operations to the satisfaction of the Engineer at no cost to the
20 Contracting Agency. Excavate only within one lane at a time unless approved
21 otherwise by the Engineer. Do not excavate more area than can be completely
22 backfilled and compacted during the same shift.

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24 Unless otherwise shown in the Plans or determined by the Engineer, excavate
25 to a depth of 1.0 feet. The Engineer will make the final determination of the
26 excavation depth required.

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28 The minimum width of any pavement repair area shall be 40 inches unless
29 shown otherwise in the Plans. Before any excavation, sawcut the perimeter of
30 the pavement area to be removed unless the pavement in the pavement repair
31 area is to be removed by a pavement grinder.

32
33 Excavated materials shall be the property of the Contractor and shall be
34 disposed of in a Contractor-provided site off the Right of Way or used in
35 accordance with Sections 2-02.3(3) or 9-03.21.

36
37 Apply a heavy application of tack coat to all surfaces of existing pavement in
38 the pavement repair area, in accordance with Section 5-04.3(4).

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40 Place the HMA backfill in lifts not to exceed 0.35-foot compacted depth.
41 Thoroughly compact each lift by a mechanical tamper or a roller.

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43 **5-04.3(5) Producing/Stockpiling Aggregates, RAP, & RAS**

44 Produce aggregate in compliance with Section 3-01. Comply with Section 3-02
45 for preparing stockpile sites, stockpiling, and removing from stockpile each of
46 the following: aggregates, RAP, and RAS. Provide sufficient storage space for
47 each size of aggregate, RAP and RAS. Fine aggregate or RAP may be
48 uniformly blended with the RAS as a method of preventing the agglomeration
49 of RAS particles. Remove the aggregates, RAP and RAS from stockpile(s) in a
50 manner that ensures minimal segregation when being moved to the HMA plant
51 for processing into the final mixture. Keep different aggregate sizes separated
52 until they have been delivered to the HMA plant.

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5-04.3(5)A Stockpiling RAP or RAS for High RAP/Any RAS Mixes

Do not place any RAP or RAS into a stockpile which has been sequestered for a High RAP/Any RAS mix design. Do not incorporate any RAP or RAS into a High RAP/Any RAS mixture from any source other than the stockpile which was sequestered for approval of that particular High RAP/Any RAS mix design.

RAP that is used in a Low RAP/No RAS mix is not required to come from a sequestered stockpile.

5-04.3(6) Mixing

The asphalt supplier shall introduce anti-stripping additive, in the amount designated on the QPL for the mix design, into the asphalt binder prior to shipment to the asphalt mixing plant.

Anti-strip is not required for temporary work that will be removed prior to Physical Completion.

Use asphalt binder of the grade, and from the supplier, in the approved mix design.

Prior to introducing reclaimed materials into the asphalt plant, remove wire, nails, and other foreign material. Discontinue use of the reclaimed material if the Engineer, in their sole discretion, determines the wire, nails, or other foreign material to be excessive.

Size RAP and RAS prior to entering the mixer to provide uniform and thoroughly mixed HMA. If there is evidence of the RAP or RAS not breaking down during the heating and mixing of the HMA, immediately suspend the use of the RAP or RAS until changes have been approved by the Engineer.

After the required amount of mineral materials, RAP, RAS, new asphalt binder and recycling agent have been introduced into the mixer, mix the HMA until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, RAP and RAS is ensured.

Upon discharge from the mixer, ensure that the temperature of the HMA does not exceed the optimum mixing temperature shown on the approved Mix Design Report by more than 25°F, or as approved by the Engineer. When a WMA additive is included in the manufacture of HMA, do not heat the WMA additive (at any stage of production including in binder storage tanks) to a temperature higher than the maximum recommended by the manufacturer of the WMA additive.

A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, reduce the moisture content.

During the daily operation, HMA may be temporarily held in approved storage facilities. Do not incorporate HMA into the Work that has been held for more

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than 24 hours after mixing. Provide an easily readable, low bin-level indicator on the storage facility that indicates the amount of material in storage. Waste the HMA in storage when the top level of HMA drops 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. Dispose of rejected or waste HMA at no expense to the Contracting Agency.

5-04.3(7) Spreading and Finishing

Do not exceed the maximum nominal compacted depth of any layer in any course, as shown in Table 6, unless approved by the Engineer:

Table 6

Maximum Nominal Compacted Depth of Any Layer		
HMA Class	Wearing Course	Other than Wearing Course
1 inch	0.35 feet	0.35 feet
¾ and ½ inch	0.30 feet	0.35 feet
⅜ inch	0.15 feet	0.15 feet

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Use HMA pavers complying with Section 5-04.3(3) to distribute the mix. 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, place the material produced for each JMF with separate spreading and compacting equipment. Do not intermingle HMA produced from more than one JMF. 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

Sample aggregate for meeting the requirements of Section 3-04 prior to being incorporated into HMA. (The acceptance data generated for the Section 3-04 acceptance analysis will not be commingled with the acceptance data generated for the Section 5-04.3(9) acceptance analysis.) Aggregate acceptance samples shall be taken as described in Section 3-04. Aggregate acceptance testing will be performed by the Contracting Agency. Aggregate contributed from RAP and/or RAS will not be evaluated under Section 3-04.

For aggregate that will be used in HMA mixture which will be accepted by either Statistical or Nonstatistical Evaluation, the Contracting Agency's acceptance of the aggregate will be based on:

1. Samples taken prior to mixing with asphalt binder, RAP, or RAS;
2. Testing for the materials properties of fracture, uncompacted void content, and sand equivalent;
3. Evaluation by the Contracting Agency in accordance with Section 3-04, including price adjustments as described therein.

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For aggregate that will be used in HMA which will be accepted by Visual Evaluation, evaluation in accordance with items 1, 2, and 3 above is at the discretion of the Engineer.

5-04.3(9) HMA Mixture Acceptance

The Contracting Agency will evaluate HMA mixture for acceptance by one of three methods as determined from the criteria in Table 7.

Table 7

Basis of Acceptance for HMA Mixture			
	Visual Evaluation	Nonstatistical Evaluation	Statistical Evaluation
Criteria for Selecting the Evaluation Method	<ul style="list-style-type: none"> • Commercial HMA placed at any location • Any HMA placed in: <ul style="list-style-type: none"> ○ sidewalks ○ road approaches ○ ditches ○ slopes ○ paths ○ trails ○ gores ○ prelevel ○ temporary pavement¹ ○ pavement repair • Other nonstructural applications of HMA as approved by the Engineer 	<ul style="list-style-type: none"> • All HMA mixture of the same class and PG binder grade with a Proposal quantity less than 4,000 tons. (Exclude the tonnage of HMA mixture accepted by Visual Evaluation.) 	<ul style="list-style-type: none"> • All HMA mixture other than that accepted by Visual or Nonstatistical Evaluation

¹ Temporary pavement is HMA that will be removed before Physical Completion of the Contract.

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5-04.3(9)A Mixture Acceptance – Test Section

This Section applies to HMA mixture accepted by Statistical Evaluation and mixture accepted by Nonstatistical Evaluation. A test section is not allowed for HMA accepted by Visual Evaluation.

The purpose of a test section is to determine, at the beginning of paving, whether or not the Contractor's mix design and production processes will produce HMA meeting the Contract requirements related to mixture.

Use Table 8 to determine when a test section is required, optional, or not allowed, and to determine when test sections may end for an individual mix design. Each mix design will be evaluated independently for the test section requirements.

Construct HMA mixture test sections at the beginning of paving, using at least 600 tons and a maximum of 1,000 tons or as approved by the Engineer. Each test section shall be constructed in one continuous operation. Each test section shall be considered a lot. The mixture in each

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test section will be evaluated based on the criteria in Table 9 to determine if test sections for that mix design may stop.

If more than one test section is required, each test section shall be separately by the criteria in table 8 and 9.

Table 8

Criteria for Conducting and Evaluating HMA Mix Texture Sections (For HMA Mixture Accepted by Statistical or Nonstatistical Evaluation)		
	High RAP/Any RAS	Low RAP/No RAS
Is Mixture Test Section Optional or Mandatory?	Mandatory ¹	At Contractor's Option ³
Waiting period after paving the test section.	4 calendar days ²	4 calendar days ²
What Must Happen to Stop Performing Test Sections?	Meet "Results Required to Stop Performing Test Sections" in Table 9 for High RAP/Any RAS.	Provide samples and respond to WSDOT test results required by Table 9 for Low RAP/No RAS.

¹If a mix design has produced an acceptable test section on a previous contract (paved in the same calendar year, from the same plant, using the same JMF) the test section may be waived if approved by the Engineer.

²This is to provide time needed by the Contracting Agency to complete testing and the Contractor to adjust the mixture in response to those test results. Paving may resume when this is done.

³For HMA with Low RAP/No RAS, which is accepted by Nonstatistical Evaluation, a test section is not allowed.

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Table 9

Results Required to Stop Performing HMA Mixture Test Sections¹ (For HMA Mixture Accepted by Statistical or Nonstatistical Evaluation)		
Test Property	Type of HMA	
	High RAP/Any RAS	Low RAP/No RAS
Gradation	Minimum PF _i of 0.95 based on the criteria in Section 5-04.3(9)B4 ²	None ⁴
Asphalt Binder	Minimum PF _i of 0.95 based on the criteria in Section 5-04.3(9)B4 ²	None ⁴
V _a	Minimum PF _i of 0.95 based on the criteria in Section 5-04.3(9)B4 ²	None ⁴
Hamburg Wheel Track Indirect Tensile Strength	Meet requirements of Section 9-03.8(2). ³	These tests will not be done as part of

		Test Section.
Sand Equivalent Uncompacted Void Content Fracture	Meet requirements of Section 9-03.8(2). ³	None ³

¹In addition to the requirements of this table, acceptance of the HMA mixture used in each test section is subject to the acceptance criteria and price adjustments for Statistical Evaluation or Non-statistical Evaluation (see Table 7).

²Divide the test section lot into three sublots, approximately equal in size. Take one sample from each subplot, and test each sample for all of the properties in the first column.

³Take one sample for each test section lot. Test the sample for all of the properties in the first column.

⁴Divide the test section lot into three sublots, approximately equal in size. Take one sample from each subplot, and test each sample for all of the properties in the first column. There are no criteria for discontinuing test sections for these mixes; however, the contractor must comply with Section 5-04.3(11)F before resuming paving.

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5-04.3(9)B Mixture Acceptance – Statistical Evaluation

5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots

HMA mixture which is accepted by Statistical Evaluation will be evaluated by the Contracting Agency dividing that HMA tonnage into mixture lots, and each mixture lot will be evaluated using stratified random sampling by the Contracting Agency sub-dividing each mixture lot into mixture sublots. All mixture in a mixture lot shall be of the same mix design. The mixture sublots will be numbered in the order in which the mixture (of a particular mix design) is paved.

Each mixture lot comprises a maximum of 15 mixture sublots, except:

- The final mixture lot of each mix design on the Contract will comprise a maximum of 25 sublots.
- A mixture lot for a test section, which will consist of the three sublots and corresponding test results used in evaluating the test section for gradation, asphalt binder, and Va.

Each mixture subplot shall be approximately uniform in size with the maximum mixture subplot size as specified in Table 10. The quantity of material represented by the final mixture subplot of the project, for each mix design on the project, may be increased to a maximum of two times the mixture subplot quantity calculated. Should a lot accepted by statistical evaluation contain fewer than three sublots, the HMA will be accepted in accordance with nonstatistical evaluation.

Table 10

Maximum HMA Mixture Sublot Size For HMA Accepted by Statistical Evaluation	
HMA Original Plan Quantity (tons) ¹	Maximum Sublot Size (tons) ²
< 20,000	1,000

20,000 to 30,000	1,500
>30,000	2,000

¹ "Plan quantity" means the plan quantity of all HMA of the same class and binder grade which is accepted by Statistical Evaluation.

² The maximum subplot size for each combination of HMA class and binder grade shall be calculated separately.

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- For a mixture lot in progress with a mixture CPF less than 0.75, a new mixture lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.
- If, before completing a mixture lot, the Contractor requests a change to the JMF which is approved by the Engineer, the mixture produced in that lot after the approved change will be evaluated on the basis of the changed JMF, and the mixture produced in that lot before the approved change will be evaluated on the basis of the unchanged JMF; however, the mixture before and after the change will be evaluated in the same lot. Acceptance of subsequent mixture lots will be evaluated on the basis of the changed JMF.

5-04.3(9)B2 Mixture Statistical Evaluation – Sampling

Comply with Section 1-06.2(1).

Samples of HMA mixture which is accepted by Statistical Evaluation will be randomly selected from within each subplot, with one sample per subplot. The Engineer will determine the random sample location using WSDOT Test Method T 716. The Contractor shall obtain the sample when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with FOP for WAQTC T 168.

5-04.3(9)B3 Mixture Statistical Evaluation – Acceptance Testing

Comply with Section 1-06.2(1).

The Contracting Agency will test the mixture sample from each subplot (including sublots in a test section) for the properties shown in Table 11.

Table 11

Testing Required for each HMA Mixture Sublot		
Test	Procedure	Performed by
V _a	WSDOT SOP 731	Engineer
Asphalt Binder Content	FOP for AASHTO T 308	Engineer
Gradation: Percent Passing 1½", 1", ¾", ½", ⅜", No. 4, No. 8, No. 200	FOP for WAQTC T 27/T 11	Engineer

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The mixture samples and tests taken for the purpose of determining acceptance of the test section (as described in Section 5-04.3(9)A) shall also be used as the test results for acceptance of the mixture described in 5-04.3(9)B3, 5-04.3(9)B4, 5-04.3(9)B5, and 5-04.3(9)B6.

5-04.3(9)B4 Mixture Statistical Evaluation – Pay Factors

Comply with Section 1-06.2(2).

The Contracting Agency will determine a pay factor (PF_i) for each of the properties in Table 11, for each mixture lot, using the quality level analysis in Section 1-06.2(2)D. For Gradation, a pay factor will be calculated for each of the sieve sizes listed in Table 11 which is equal to or smaller than the maximum allowable aggregate size (100 percent passing sieve) of the HMA mixture. The USL and LSL shall be calculated using the Job Mix Formula Tolerances (for Statistical Evaluation) in Section 9-03.8(7).

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

5-04.3(9)B5 Mixture Statistical Evaluation – Composite Pay Factors (CPF)

Comply with Section 1-06.2(2).

In accordance with Section 1-06.2(2)D4, the Contracting Agency will determine a Composite Pay Factor (CPF) for each mixture lot from the pay factors calculated in Section 5-04.3(9)B4, using the price adjustment factors in Table 12. Unless otherwise specified, the maximum CPF for HMA mixture shall be 1.05.

Table 12

HMA Mixture Price Adjustment Factors	
Constituent	Factor "f"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (V _a)	20

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5-04.3(9)B6 Mixture Statistical Evaluation – Price Adjustments

For each HMA mixture lot, a Job Mix Compliance Price Adjustment will be determined and applied, as follows:

$$JMCPA = [0.60 \times (CPF - 1.00)] \times Q \times UP$$

Where

$$JMCPA = \text{Job Mix Compliance Price Adjustment for a given lot of mixture (\$)}$$

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- CPF = Composite Pay factor for a given lot of mixture (maximum is 1.05)
- Q = Quantity in a given lot of mixture (tons)
- UP = Unit price of the HMA in a given lot of mixture (\$/ton)

5-04.3(9)B7 Mixture Statistical Evaluation – Retests

The Contractor may request that a mixture subplot be retested. To request a retest, submit a written request to the Contracting Agency within 7 calendar days after the specific test results have been posted to the website or emailed to the Contractor, whichever occurs first. The Contracting Agency will send a split of the original acceptance sample for testing by the Contracting Agency to either the Region Materials Laboratory or the State Materials Laboratory as determined by the Engineer. The Contracting Agency will not test the split of the sample with the same equipment or by the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and V_a , and the results of the retest will be used for the acceptance of the HMA mixture in place of the original mixture subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$250 per sample.

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

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots, Sublots, Sampling, Test Section, Testing, Retests

For HMA mixture accepted by Nonstatistical Evaluation, comply with the requirements in Table 13:

Table 13

Nonstatistical Evaluation Lots, Sublots, Sampling, Test Section, Testing, Retests		
Comply with the Specifications Below		Comply with the Requirements of the Section for:
Test Section	Section 5-04.3(9)A	Nonstatistical Evaluation
Lots and Sublots	Section 5-04.3(9)B1	Statistical Evaluation
Sampling	Section 5-04.3(9)B2	Statistical Evaluation
Acceptance Tests	Section 5-04.3(9)B3	Statistical Evaluation
Retests	Section 5-04.3(9)B7	Statistical Evaluation

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5-04.3(9)C2 Mixture Nonstatistical Evaluation - Acceptance

Each mixture lot of HMA produced under Nonstatistical Evaluation, for which all subplot acceptance test results (required by Table 13) fall within the Job Mix Formula Tolerances for Nonstatistical Evaluation in Section 9-03.8(7), will be accepted at the unit Contract price with no further evaluation.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Out of Tolerance Procedures

Each mixture lot of HMA produced under Nonstatistical Evaluation, for which any subplot acceptance test result (required by Table 13)

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falls outside of the Job Mix Formula Tolerances for Nonstatistical Evaluation in Section 9-03.8(7), shall be evaluated in accordance with Section 1-06.2 and Table 14 to determine a Job Mix Compliance Price Adjustment.

Table 14

Nonstatistical Evaluation – Out of Tolerance Procedures	
Comply with the Following ¹	
Pay Factors ²	Section 5-04.3(9)B4
Composite Pay Factors ³	Section 5-04.3(9)B5
Price Adjustments	Section 5-04.3(9)B6

¹When less than three mixture sublots exist, backup samples of the existing mixture sublots shall be tested to provide a minimum of three sets of results for evaluation. If enough backup samples are not available, the Contracting Agency will select core sample locations from the Roadway in accordance with WSDOT Test Method T 716, take cores from the roadway in accordance with WSDOT SOP 734, and test the cores in accordance with WSDOT SOP 737.

²The Nonstatistical Evaluation tolerance limits in Section 9-03.8(7) will be used in the calculation of the PF_i.

³The maximum CPF shall be 1.00.

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5-04.3(9)D Mixture Acceptance – Visual Evaluation

Visual Evaluation of HMA mixture will be by visual inspection by the Engineer or, in the sole discretion of the Engineer, the Engineer may sample and test the mixture.

5-04.3(9)D1 Mixture Visual Evaluation – Lots, Sampling, Testing, Price Adjustments

HMA mixture accepted by Visual Evaluation will not be broken into lots unless the Engineer determines that testing is required. When that occurs, the Engineer will identify the limits of the questionable HMA mixture, and that questionable HMA mixture shall constitute a lot. Then, the Contractor will take samples from the truck, or the Engineer will take core samples from the roadway at a minimum of three random locations from within the lot, selected in accordance with WSDOT Test Method T 716, taken from the roadway in accordance with WSDOT SOP 734, and tested in accordance with WSDOT SOP 737. The Engineer will test one of the samples for all constituents in Section 5-04.3(9)B3. If all constituents from that test fall within the Job Mix Formula Tolerances (for Visual Evaluation) in Section 9-03.8(7), the lot will be accepted at the unit Contract price with no further evaluation.

When one or more constituents fall outside those tolerance limits, the other samples will be tested for all constituents in Section 5-04.3(9)B3, and a Job Mix Compliance Price Adjustment will be calculated in accordance with Table 15.

Table 15

Visual Evaluation – Out of Tolerance Procedures	
Comply with the Following	
Pay Factors ¹	Section 5-04.3(9)B4
Composite Pay Factors ²	Section 5-04.3(9)B5
Price Adjustments	Section 5-04.3(9)B6

¹The Visual Evaluation tolerance limits in Section 9-03.8(7) will be used in the calculation of the PF_i.

²The maximum CPF shall be 1.00.

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5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results

The results of all mixture acceptance testing and the Composite Pay Factor (CPF) of the lot after three sublots have been tested will be available to the Contractor through The Contracting Agency’s website.

The Contracting Agency will endeavor to provide written notification (via email to the Contractor’s designee) of acceptance test results through its web-based materials testing system Statistical Analysis of Materials (SAM) within 24 hours of the sample being made available to the Contracting Agency. However, the Contractor agrees:

1. Quality control, defined as the system used by the Contractor to monitor, assess, and adjust its production processes to ensure that the final HMA mixture will meet the specified level of quality, is the sole responsibility of the Contractor.
2. The Contractor has no right to rely on any testing performed by the Contracting Agency, nor does the Contractor have any right to rely on timely notification by the Contracting Agency of the Contracting Agency’s test results (or statistical analysis thereof), for any part of quality control and/or for making changes or correction to any aspect of the HMA mixture.
3. The Contractor shall make no claim for untimely notification by the Contracting Agency of the Contracting Agency’s test results or statistical analysis.

5-04.3(10) HMA Compaction Acceptance

For all HMA, the Contractor shall comply with the General Compaction Requirements in Section 5-04.3(10)A. The Contracting Agency will evaluate all HMA for compaction compliance with one of the following - Statistical Evaluation, Visual Evaluation, or Test Point Evaluation - determined by the criteria in Table 16:

Table 16

Criteria for Determining Method of Evaluation for HMA Compaction¹		
Statistical Evaluation of HMA Compaction is Required For:	Visual Evaluation of HMA Compaction is Required For:	Test Point Evaluation of HMA Compaction is Required For:

<ul style="list-style-type: none"> • Any HMA for which the specified course thickness is greater than 0.10 feet, and the HMA is in: <ul style="list-style-type: none"> ○ traffic lanes, including but not limited to: <ul style="list-style-type: none"> • ramp lanes • truck climbing lanes • weaving lanes • speed change lanes 	<ul style="list-style-type: none"> • “HMA for Preleveling...” • “HMA for Pavement Repair...” 	<ul style="list-style-type: none"> • Any HMA not meeting the criteria for Statistical Evaluation or Visual Evaluation
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¹This table applies to all HMA, and shall be the sole basis for determining the acceptance method for compaction.

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The Contracting Agency may, at its sole discretion, evaluate any HMA for compliance with the Cyclic Density requirements of Section 5-04.3(10)B.

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

Immediately after the HMA has been spread and struck off, and after surface irregularities have been adjusted, thoroughly and uniformly compact the mix. The completed course shall be free from ridges, ruts, humps, depressions, objectionable marks, and irregularities and shall conform to the line, grade, and cross-section shown in the Plans. If necessary, alter the JMF in accordance with Section 9-03.8(7) to achieve desired results.

Compact the mix when it is in the proper condition so that no undue displacement, cracking, or shoving occurs. Compact areas inaccessible to large compaction equipment by mechanical or hand tampers. Remove HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective. Replace the removed material with new HMA, and compact it immediately 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. An exception shall be that pneumatic tired rollers shall be used for compaction of the wearing course beginning October 1st of any year through March 31st of the following year. Coverage with a steel wheel roller may precede pneumatic tired rolling. Unless otherwise approved by the Engineer, operate rollers in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, do not operate a roller in a mode that results in checking or cracking of the mat.

On bridge decks and on the five feet of roadway approach immediately adjacent to the end of bridge/back of pavement seat, operate rollers in static mode only.

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

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

5-04.3(10)C HMA Compaction Acceptance – Statistical Evaluation

HMA compaction which is accepted by Statistical Evaluation will be based on acceptance testing performed by the Contracting Agency, and statistical analysis of those acceptance tests results. This will result in a Compaction Price Adjustment.

5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots

HMA compaction which is accepted by Statistical Evaluation will be evaluated by the Contracting Agency dividing the project into compaction lots, and each compaction lot will be evaluated using stratified random sampling by the Contracting Agency sub-dividing each compaction lot into compaction sublots. All mixture in any individual compaction lot shall be of the same mix design. The compaction sublots will be numbered in the order in which the mixture (of a particular mix design) is paved.

Each compaction lot comprises a maximum of 15 compaction sublots, except for the final compaction lot of each mix design on the Contract, which comprises a maximum of 25 sublots.

Each compaction subplot shall be uniform in size as shown in Table 17, except that the last compaction subplot of each day may be increased to a maximum of two times the compaction subplot quantity calculated. Minor variations in the size of any subplot shall not be cause to invalidate the associated test result.

Table 17

HMA Compaction Sublot Size	
HMA Original Plan Quantity (tons) ¹	Compaction Sublot Size (tons)
<20,000	100
20,000 to 30,000	150
>30,000	200

¹ In determining the plan quantity tonnage, do not include any tons accepted by test point evaluation.

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The following will cause one compaction lot to end prematurely and a new compaction lot to begin:

- For a compaction lot in progress with a compaction CPF less than 0.75, a new compaction lot will begin at the Contractor’s request after the Engineer is satisfied that

material conforming to the Specifications can be produced.
See also Section 5-04.3(11)F.

**5-04.3(10)C2 HMA Compaction Statistical Evaluation –
Acceptance Testing**

Comply with Section 1-06.2(1).

The location of HMA compaction acceptance tests will be randomly selected by the Contracting Agency from within each subplot, with one test per subplot. The Contracting Agency will determine the random sample location using WSDOT Test Method T 716.

Use Table 18 to determine compaction acceptance test procedures and to allocate compaction acceptance sampling and testing responsibilities between the Contractor and the Contracting Agency. Roadway cores shall be taken or nuclear density testing shall occur after completion of the finish rolling, prior to opening to traffic, and on the same day that the mix is placed.

Table 18

HMA Compaction Acceptance Testing Procedures and Responsibilities			
	When Contract Includes Bid Item "Roadway Cores"	When Contract Does Not Include Bid Item "Roadway Cores"	
Basis for Test:	Roadway Cores	Roadway Cores ³	Nuclear Density Gauge ³
In-Place Density Determined by:	Contractor shall take cores ¹ using WSDOT SOP 734 ² Contracting Agency will determine core density using FOP for AASHTO T 166	Contracting Agency will take cores ¹ using WSDOT SOP 734 Contracting Agency will determine core density using FOP for AASHTO T 166	Contracting Agency, using FOP for WAQTC TM 8
Theoretical Maximum Density Determined by:	Contracting Agency, using FOP for AASHTO T 209		
Rolling Average of Theoretical Maximum Densities Determined by:	Contracting Agency, using WSDOT SOP 729		
Percent	Contracting	Contracting	Contracting

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Compaction in Each Sublot Determined by:	Agency, using WSDOT SOP 736	Agency, using WSDOT SOP 736	Agency, using FOP for WAQTC TM 8
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¹The core diameter shall be 4-inches unless otherwise approved by the Engineer.

²The Contractor shall take the core samples in the presence of the Engineer, at locations designated by the Engineer, and deliver the core samples to the Contracting Agency.

³The Contracting Agency will determine, in its sole discretion, whether it will take cores or use the nuclear density gauge to determine in-place density. Exclusive reliance on cores for density acceptance is generally intended for small paving projects and is not intended as a replacement for nuclear gauge density testing on typical projects.

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When using the nuclear density gauge for acceptance testing of pavement density, the Engineer will follow WSDOT SOP 730 for correlating the nuclear gauge with HMA cores. When cores are required for the correlation, coring and testing will be by the Contracting Agency. When a core is taken for gauge correlation at the location of a subplot, the relative density of the core will be used for the subplot test result and is exempt from retesting.

5-04.3(10)C3 HMA Statistical Compaction – Price Adjustments

For each HMA compaction lot (that is accepted by Statistical Evaluation) which has less than three compaction sublots, for which all compaction sublots attain a minimum of 91 percent compaction determined in accordance with FOP for WAQTC TM 8 (or WSDOT SOP 736 when provided by the Contract), the HMA will be accepted at the unit Contract price with no further evaluation.

For each HMA compaction lot (that is accepted by Statistical Evaluation) which does not meet the criteria in the preceding paragraph, the compaction lot shall be evaluated in accordance with Section 1-06.2(2) to determine the appropriate Compaction Price Adjustment (CPA). All of the test results obtained from the acceptance samples from a given compaction lot shall be evaluated collectively. Additional testing by either a nuclear density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For the statistical analysis in Section 1-06.2, use the following values:

- x = Percent compaction of each subplot
- USL = 100
- LSL = 91

Each CPA will be determined as follows:

$$CPA = [0.40 \times (CPF - 1.00)] \times Q \times UP$$

Where

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- CPA = Compaction Price Adjustment for the compaction lot (\$)
- CPF = Composite Pay Factor for the compaction lot (maximum is 1.05)
- Q = Quantity in the compaction lot (tons)
- UP = Unit price of the HMA in the compaction lot (\$/ton)

5-04.3(10)C4 HMA Statistical Compaction – Requests for Retesting

For a compaction subplot that has been tested with a nuclear density gauge that did not meet the minimum of 91 percent of the theoretical 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, taken at the same location as the nuclear density test, be used for determination of the relative density of the compaction subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the compaction subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot. When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the compaction subplot have been provided or made available to the Contractor. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for retesting. When the CPF for the compaction lot based on the results of the cores is less than 1.00, the Contracting Agency will deduct the cost for the coring from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)D HMA Compaction – Visual Evaluation

Visual Evaluation will be the basis of acceptance for compaction of the Bid items “HMA for Pavement Repair Cl. ___ PG ___” and “HMA for Prelevelling Class ___ PG ___”. This HMA shall be thoroughly compacted to the satisfaction of the Engineer. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller.

5-04.3(10)E HMA Compaction – Test Point Evaluation

When compaction acceptance is by Test Point Evaluation, compact HMA based on a test point evaluation of the compaction train. Perform the test point evaluation 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.

5-04.3(10)F HMA Compaction Acceptance – Notification of Acceptance Test Results

The obligations and responsibilities for notifying the Contractor of compaction acceptance test results are the same as for mixture acceptance test results. See Section 5-04.3(9)E.

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5-04.3(11) Reject Work

This Section applies to HMA and all requirements related to HMA (except aggregates prior to being incorporated into HMA). For rejection of aggregate prior to its incorporation into HMA refer to Section 3-04.

5-04.3(11)A Reject Work – General

Work that is defective or does not conform to Contract requirements shall be rejected.

5-04.3(11)B Rejection by Contractor

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

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

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

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests the rejected material to be tested. If the Contractor requests testing, acceptance will be by Statistical Evaluation, and a minimum of three samples will be obtained and tested. When uncompacted material is required for testing but not available, the Engineer will determine random sample locations on the roadway in accordance with WSDOT Test Method T 716, take cores in accordance with WSDOT SOP 734, and test the cores in accordance with WSDOT SOP 737.

If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection – A Partial Sublot (Mixture or Compaction)

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a mixture or compaction 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. The Contracting Agency will obtain a minimum of three random samples of the suspect material and perform the testing. When uncompacted material is required for testing but is not available, the Engineer will select random sample locations on the roadway in accordance with WSDOT Test Method T 716, take cores samples in accordance with WSDOT SOP 734, and test the material in accordance

1 with WSDOT SOP 737. The material will then be statistically evaluated as
2 an independent lot in accordance with Section 1-06.2(2).
3

4 **5-04.3(11)E Rejection – An Entire Sublot (Mixture or Compaction)**

5 An entire mixture or compaction sublot that is suspected of being defective
6 may be rejected. When this occurs, a minimum of two additional random
7 samples from this sublot will be obtained. When uncompacted material is
8 required for the additional samples but the material has been compacted,
9 the Contracting Agency will take and test cores from the roadway as
10 described in Section 5-04.3(11)D. The additional samples and the original
11 sublot will be evaluated as an independent lot in accordance with Section
12 1-06.2(2).
13

14 **5-04.3(11)F Rejection - A Lot in Progress (Mixture or Compaction)**

15 The Contractor shall shut down operations and shall not resume HMA
16 placement until such time as the Engineer is satisfied that material
17 conforming to the Specifications can be produced when:
18

- 19 1. the Composite Pay Factor (CPF) of a mixture or compaction lot
20 in progress drops below 1.00 and the Contractor is taking no
21 corrective action, or
22
- 23 2. the Pay Factor (PF_i) for any constituent of a mixture or
24 compaction lot in progress drops below 0.95 and the Contractor
25 is taking no corrective action, or
26
- 27 3. either the PF_i for any constituent (or the CPF) of a mixture or
28 compaction lot in progress is less than 0.75.
29

30 **5-04.3(11)G Rejection – An Entire Lot (Mixture or Compaction)**

31 An entire lot with a CPF of less than 0.75 will be rejected.
32

33 **5-04.3(12) Joints**

34 **5-04.3(12)A Transverse Joints**

35 Conduct operations such that placement of the top or wearing course is a
36 continuous operation or as close to continuous as possible. Unscheduled
37 transverse joints will be allowed, but the roller may pass over the
38 unprotected end of the freshly laid HMA only when the placement of the
39 course is discontinued for such a length of time that the HMA will cool
40 below compaction temperature. When the Work is resumed, cut back the
41 previously compacted HMA to produce a slightly beveled edge for the full
42 thickness of the course.
43

44 Construct a temporary wedge of HMA on a 50H:1V where a transverse
45 joint as a result of paving or planing is open to traffic. Separate the HMA in
46 the temporary wedge from the permanent HMA upon which it is placed by
47 strips of heavy wrapping paper or other methods approved by the
48 Engineer. Remove the wrapping paper and trim the joint to a slightly
49 beveled edge for the full thickness of the course prior to resumption of
50 paving.
51

1 Waste the material that is cut away and place new HMA against the cut.
2 Use rollers or tamping irons to seal the joint.
3

4 **5-04.3(12)B Longitudinal Joints**

5 Offset the longitudinal joint in any one course from the course immediately
6 below by not more than 6 inches nor less than 2 inches. Locate all
7 longitudinal joints constructed in the wearing course at a lane line or an
8 edge line of the Traveled Way. Construct a notched wedge joint along all
9 longitudinal joints in the wearing surface of new HMA unless otherwise
10 approved by the Engineer. The notched wedge joint shall have a vertical
11 edge of not less than the maximum aggregate size nor more than $\frac{1}{2}$ of the
12 compacted lift thickness, and then taper down on a slope not steeper than
13 4H:1V. Uniformly compact the sloped portion of the HMA notched wedge
14 joint.
15

16 On one-lane ramps a longitudinal joint may be constructed at the center of
17 the traffic lane, subject to approval by the Engineer, if:

- 18 1. The ramp must remain open to traffic, or
- 19 2. The ramp is closed to traffic and a hot-lap joint is constructed.
 - 20 a. Two paving machines shall be used to construct the hot-lap
 - 21 joint.
 - 22 b. The pavement within 6 inches of the hot-lap joint will not be
 - 23 excluded from random location selection for compaction
 - 24 testing.
 - 25 c. Construction equipment other than rollers shall not operate
 - 26 on any uncompacted HMA.
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33 When HMA is placed adjacent to cement concrete pavement, construct
34 longitudinal joints between the HMA and the cement concrete pavement.
35 Saw the joint to the dimensions shown on Standard Plan A-40.10 and fill
36 with joint sealant meeting the requirements of Section 9-04.2.
37

38 **5-04.3(13) Surface Smoothness**

39 The completed surface of all courses shall be of uniform texture, smooth,
40 uniform as to crown and grade, and free from defects of all kinds. The
41 completed surface of the wearing course shall not vary more than $\frac{1}{8}$ inch from
42 the lower edge of a 10-foot straightedge placed on the surface parallel to the
43 centerline. The transverse slope of the completed surface of the wearing
44 course shall vary not more than $\frac{1}{4}$ inch in 10 feet from the rate of transverse
45 slope shown in the Plans.
46

47 When deviations in excess of the above tolerances are found that result from
48 a high place in the HMA, correct the pavement surface by one of the
49 following methods:

- 50 1. Remove material from high places by grinding with an approved
51 grinding machine, or
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2. Remove and replace the wearing course of HMA, or
3. By other method approved by the Engineer.

Correct defects until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies 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 portland cement concrete pavement is to be placed on HMA, the surface tolerance of the HMA shall be such that no surface elevation lies above the Plan grade minus the specified Plan depth of portland cement concrete pavement. Prior to placing the portland cement concrete pavement, bring any such irregularities to the required tolerance by grinding or other means approved by the Engineer.

When utility appurtenances such as manhole covers and valve boxes are located in the Traveled Way, pave the Roadway before the utility appurtenances are adjusted to the finished grade.

5-04.3(14) Planing Bituminous Pavement

Plane in such a manner that the underlying pavement is not torn, broken, or otherwise damaged by the planing operation. Delamination or raveling of the underlying pavement will not be construed as damage due to the Contractor's operations. Pavement outside the limits shown in the Plans or designated by the Engineer that is damaged by the Contractor's operations shall be repaired to the satisfaction of the Engineer at no additional cost to the Contracting Agency.

For mainline planing operations, use equipment with automatic controls and with sensors for either or both sides of the equipment. The controls shall be capable of sensing the grade from an outside reference line, or a mat-referencing device. The automatic controls shall have a transverse slope controller capable of maintaining the mandrel at the desired transverse slope (expressed as a percentage) within plus or minus 0.1 percent.

Remove all loose debris from the planed surface before opening the planed surface to traffic. The planings and other debris resulting from the planing operation shall become the property of the Contractor and be disposed of in accordance with Section 2-03.3(7)C, or as otherwise allowed by the Contract.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the Plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

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5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.4 Measurement

HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the HMA. If the Contractor elects to remove and replace HMA as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Crack Sealing-LF will be measured by the linear foot along the line of the crack.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Water will be measured by the M gallon as provided in Section 2-07.4.

5-04.5 Payment

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

- "HMA Cl. ___ PG ___", per ton.
- "HMA for Approach Cl. ___ PG ___", per ton.
- "HMA for Preleveling Cl. ___ PG ___", per ton.
- "HMA for Pavement Repair Cl. ___ PG ___", per ton.
- "Commercial HMA", per ton.

The unit Contract price per ton for "HMA Cl. ___ PG ___", "HMA for Approach Cl. ___ PG ___", "HMA for Preleveling Cl. ___ PG ___", "HMA for Pavement Repair Cl. ___ PG ___", 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.

"Crack Sealing-FA", by force account.

1 "Crack Sealing-FA" will be paid for by force account as specified in Section 1-09.6.
2 For the purpose of providing a common Proposal for all Bidders, the Contracting
3 Agency has entered an amount in the Proposal to become a part of the total Bid by
4 the Contractor.
5
6 "Crack Sealing-LF", per linear foot.
7 The unit Contract price per linear foot for "Crack Sealing-LF" shall be full payment
8 for all costs incurred to perform the Work described in Section 5-04.3(4)A.
9
10 "Soil Residual Herbicide ____ ft. Wide", per mile, or
11 "Soil Residual Herbicide", per square yard.
12 The unit Contract price per mile or per square yard for "Soil Residual Herbicide"
13 shall be full payment for all costs incurred to obtain, provide and install herbicide in
14 accordance with Section 5-04.3(4)B.
15
16 "Pavement Repair Excavation Incl. Haul", per square yard.
17 The unit Contract price per square yard for "Pavement Repair Excavation Incl.
18 Haul" shall be full payment for all costs incurred to perform the Work described in
19 Section 5-04.3(4)C with the exception, however, that all costs involved in the
20 placement of HMA shall be included in the unit Contract price per ton for "HMA for
21 Pavement Repair Cl. ____ PG ____", per ton.
22
23 "Asphalt for Fog Seal", per ton.
24 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.
25
26 "Longitudinal Joint Seal", per linear foot.
27 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full
28 payment for all costs incurred to construct the longitudinal joint between HMA and
29 cement concrete pavement, as described in Section 5-04.3(12)B.
30
31 "Planing Bituminous Pavement", per square yard.
32 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be
33 full payment for all costs incurred to perform the Work described in Section 5-
34 04.3(14).
35
36 "Temporary Pavement Marking", per linear foot.
37 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.
38
39 "Water", per M gallon.
40 Payment for "Water" is described in Section 2-07.5.
41
42 "Job Mix Compliance Price Adjustment", by calculation.
43 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described
44 in Section 5-04.3(9)B6, 5-04.3(9)C3, and 5-04.3(9)D1.
45
46 "Compaction Price Adjustment", by calculation.
47 "Compaction Price Adjustment" will be calculated and paid for as described in
48 Section 5-04.3(10)C3.
49
50 "Roadway Core", per each.

1 The Contractor's costs for all other Work associated with the coring (e.g., traffic
2 control) shall be incidental and included within the unit Bid price per each and no
3 additional payments will be made.
4
5 "Cyclic Density Price Adjustment", by calculation.
6 "Cyclic Density Price Adjustment" will be calculated and paid for as described in
7 Section 5-04.3(10)B.
8
9

10 **6-02.AP6**

11 **Section 6-02, Concrete Structures**
12 **April 4, 2016**

13 **6-02.3(2)A Contractor Mix Design**

14 The following new sentence is inserted after the first sentence of the third paragraph:

15
16 The mix design submittal shall also include test results no older than one year showing
17 that the Aggregates do not contain Deleterious Substances in accordance with Section
18 9-03.
19

20 **6-02.3(2)A1 Contractor Mix Design for Concrete Class 4000D**

21 The following new sentence is inserted after the second sentence of the last paragraph:

22
23 Mix designs using shrinkage reducing admixture shall state the specific quantity
24 required.
25

26 The following new sentence is inserted before the last sentence of the last paragraph:

27
28 Testing samples of mixes using shrinkage reducing admixture shall use the admixture
29 amount specified in the mix design submittal.
30

31 **6-02.3(2)B Commercial Concrete**

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

33
34 Commercial concrete does not require mix design or source approvals for cement,
35 aggregate, and other admixtures.
36

37 **6-02.3(26)D2 Test Block Dimensions**

38 The first sentence is revised to read:

39
40 The dimensions of the test block perpendicular to the tendon in each direction shall be
41 the smaller of twice the minimum edge distance or the minimum spacing specified by
42 the special anchorage device manufacturer, with the stipulation that the concrete cover
43 over any confining reinforcing steel or supplementary skin reinforcement shall be
44 appropriate for the project-specific application and circumstances.
45

46 **6-02.3(27)A Use of Self-Consolidating Concrete for Precast Units**

47 Item number 2 of the first paragraph is revised to read:

48
49 2. Precast reinforced concrete three-sided structures, box culverts and split box
50 culverts in accordance with Section 7-02.3(6).

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6-09.AP6

**Section 6-09, Modified Concrete Overlays
April 4, 2016**

**6-09.3(8)A Quality Assurance for Microsilica Modified and Fly Ash Modified
Concrete Overlays**

The first sentence of the first paragraph is revised to read the following two new sentences:

The Engineer will perform slump, temperature, and entrained air tests for acceptance in accordance with Section 6-02.3(5)D and as specified in this Section after the Contractor has turned over the concrete for acceptance testing. Concrete samples for testing shall be supplied to the Engineer in accordance with Section 6-02.3(5)E.

The last paragraph is deleted.

6-09.3(8)B Quality Assurance for Latex Modified Concrete Overlays

The first two paragraphs are deleted and replaced with the following:

The Engineer will perform slump, temperature, and entrained air tests for acceptance in accordance with Section 6-02.3(5)D and as specified in this Section after the Contractor has turned over the concrete for acceptance testing. The Engineer will perform testing as the concrete is being placed. Samples shall be taken on the first charge through each mobile mixer and every other charge thereafter. The sample shall be taken after the first 2 minutes of continuous mixer operation. Concrete samples for testing shall be supplied to the Engineer in accordance with Section 6-02.3(5)E.

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

Recommendations made by the technical representative on or off the jobsite shall be adhered to by the Contractor.

6-14.AP6

**Section 6-14, Geosynthetic Retaining Walls
January 4, 2016**

6-14.5 Payment

The bid item "Concrete Fascia Panel", per square foot, and the paragraph following this bid item are revised to read:

"Concrete Fascia Panel For Geosynthetic Wall", per square foot.

All costs in connection with constructing the concrete fascia panels as specified shall be included in the unit Contract price per square foot for "Concrete Fascia Panel For Geosynthetic Wall", including all steel reinforcing bars, premolded joint filler, polyethylene bond breaker strip, joint sealant, PVC pipe for weep holes, exterior surface finish, and pigmented sealer (when specified), constructing and placing the concrete footing, edge beam, anchor beam, anchor rod assembly, and backfill.

1 **6-19.AP6**

2 **Section 6-19, Shafts**

3 **January 4, 2016**

4 **6-19.4 Measurement**

5 The first paragraph is revised to read:

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Soil excavation for shaft, including haul, will be measured by the cubic yards of shaft excavated. The cubic yards will be computed using the shaft diameter, top of shaft elevation and bottom of shaft elevation shown in the Plans, less all rock excavation measured as specified for rock excavation. Excavation between the existing ground line and the top of shaft elevation is considered incidental to soil excavation for shaft and will not be measured.

14 The second paragraph is deleted.

16 **6-19.5 Payment**

17 The paragraph following the bid item "Soil Excavation For Shaft Including Haul", per cubic yard is revised to read:

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The unit Contract price per cubic yard for "Soil Excavation For Shaft Including Haul" shall be full pay for performing the work as specified, including all costs in connection with furnishing, mixing, placing, maintaining, containing, collecting, and disposing of all mineral, synthetic, and water slurry, and disposing of groundwater collected by the shaft excavation, and the incidental excavation of soils between the top of shaft elevation shown in the Plans and the existing ground line.

27 **8-01.AP8**

28 **Section 8-01, Erosion Control and Water Pollution Control**

29 **April 4, 2016**

30 **8-01.2 Materials**

31 This section is supplemented with the following new paragraph:

32

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37

33 Recycled concrete, in any form, shall not be used for any Work defined in Section 8-01.

35 **8-01.3(8) Street Cleaning**

36 This section is revised to read:

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38 Self-propelled street sweepers shall be used to remove and collect sediment and other debris from the Roadway, whenever required by the Engineer. The street sweeper shall effectively collect these materials and prevent them from being washed or blown off the Roadway or into waters of the State. Street sweepers shall not generate fugitive dust and shall be designed and operated in compliance with applicable air quality standards.

44 Material collected by the street sweeper shall be disposed of in accordance with Section 2-03.3(7)C.

47 Street washing with water will require the concurrence of the Engineer.

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8-10.AP8

**Section 8-10, Guide Posts
January 4, 2016**

8-10.3 Construction Requirements

The last sentence of the second paragraph is deleted.

8-20.AP8

**Section 8-20, Illumination, Traffic Signal Systems, Intelligent Transportation
Systems, and Electrical
April 4, 2016**

8-20.3(5)A General

The last paragraph is revised to read:

Immediately after the sizing mandrel has been pulled through, install an equipment grounding conductor if applicable (see Section 8-20.3(9)) and any new or existing wire or cable as specified in the Plans. Where conduit is installed for future use, install a 200-pound minimum tensile strength pull string with the equipment grounding conductor. The pull string shall be attached to duct plugs or caps at both ends of the conduit.

8-20.3(5)A1 Fiber Optic Conduit

The last paragraph is deleted.

8-20.3(5)D Conduit Placement

Item number 2 is revised to read:

2. 24-inches below the top of the untreated surfacing on a Roadbed.

8-20.3(9) Bonding, Grounding

The following two new paragraphs are inserted after the first paragraph:

Install an equipment grounding conductor in all new conduit, whether or not the equipment grounding conductor is called for in the wire schedule.

For each new conduit with innerduct install an equipment grounding conductor in only one of the innerducts unless otherwise required by the NEC or the Plans.

The fourth paragraph (after the preceding Amendments are applied) is revised to read:

Bonding jumpers and equipment grounding conductors meeting the requirements of Section 9-29.3(2)A3 shall be minimum #8 AWG, installed in accordance with the NEC. Where existing conduits are used for the installation of new circuits, an equipment grounding conductor shall be installed unless an existing equipment ground conductor, which is appropriate for the largest circuit, is already present in the existing raceway. The equipment ground conductor between the isolation switch and the sign lighter fixtures shall be minimum #14 AWG stranded copper conductor. Where parallel circuits

1 are enclosed in a common conduit, the equipment-grounding conductor shall be sized
2 by the largest overcurrent device serving any circuit contained within the conduit.
3
4 The second sentence of the fifth paragraph (after the preceding Amendments are applied) is
5 revised to read:
6
7 A non-insulated stranded copper conductor, minimum #8 AWG with a full circle crimp
8 on connector (crimped with a manufacturer recommended crimper) shall be connected
9 to the junction box frame or frame bonding stud, the other end shall be crimped to the
10 equipment bonding conductor, using a "C" type crimp connector.
11
12 The last two sentences of the sixth paragraph (after the preceding Amendments are applied)
13 are revised to read:
14
15 For light standards, signal standards, cantilever and sign bridge Structures the
16 supplemental grounding conductor shall be #4 AWG non-insulated stranded copper
17 conductor. For steel sign posts which support signs with sign lighting or flashing
18 beacons the supplemental grounding conductor shall be #6 AWG non insulated
19 stranded copper conductor.
20
21 The fourth to last paragraph is revised to read:
22
23 Install a two grounding electrode system at each service entrance point, at each
24 electrical service installation and at each separately derived power source. The service
25 entrance grounding electrode system shall conform to the "Service Ground" detail in the
26 Standard Plans. If soil conditions make vertical grounding electrode installation
27 impossible an alternate installation procedure as described in the NEC may be used.
28 Maintain a minimum of 6 feet of separation between any two grounding electrodes
29 within the grounding system. Grounding electrodes shall be bonded copper, ferrous
30 core materials and shall be solid rods not less than 10 feet in length if they are 1/2 inch in
31 diameter or not less than 8 feet in length if they are 5/8 inch or larger in diameter.
32
33 **8-22.AP8**

34 **Section 8-22, Pavement Marking**
35 **January 4, 2016**

36 **8-22.4 Measurement**
37 The first two sentences of the fourth paragraph are revised to read:
38
39 The measurement for "Painted Wide Lane Line", "Plastic Wide Lane Line", "Profiled
40 Plastic Wide Lane Line", "Painted Barrier Center Line", "Plastic Barrier Center Line",
41 "Painted Stop Line", "Plastic Stop Line", "Painted Wide Dotted Entry Line", or "Plastic
42 Wide Dotted Entry Line" will be based on the total length of each painted, plastic or
43 profiled plastic line installed. No deduction will be made for the unmarked area when the
44 marking includes a broken line such as, wide broken lane line, drop lane line, wide
45 dotted lane line or wide dotted entry line.
46
47 **8-22.5 Payment**
48 The following two new Bid items are inserted after the Bid item "Plastic Crosshatch Marking",
49 per linear foot:
50

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

2

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

4

5

9-03.AP9

Section 9-03, Aggregates

7

April 4, 2016

9-03.1(1) General Requirements

9

This first paragraph is supplemented with the following:

10

11

Reclaimed aggregate may be used if it complies with the specifications for Portland Cement Concrete. Reclaimed aggregate is aggregate that has been recovered from plastic concrete by washing away the cementitious materials.

13

14

15

9-03.1(2) Fine Aggregate for Portland Cement Concrete

16

This section is revised to read:

17

18

Fine aggregate shall consist of natural sand or manufactured sand, or combinations thereof, accepted by the Engineer, having hard, strong, durable particles free from adherent coating. Fine aggregate shall be washed thoroughly to meet the specifications.

20

21

22

9-03.1(2)A Deleterious Substances

23

This section is revised to read:

24

25

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

26

27

28

Material finer than No. 200 Sieve 2.5 percent by weight

29

Clay lumps and friable particles 3.0 percent by weight

30

Coal and lignite 0.25 percent by weight

31

Particles of specific gravity less than 2.00 1.0 percent by weight.

32

33

34

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

37

38

39

40

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

41

This section is revised to read:

42

43

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

44

Coarse aggregate shall be washed to meet the specifications.

45

46

47

9-03.1(4)A Deleterious

48

This section, including title, is revised to read:

49

1 **9-03.1(4)A Deleterious Substances**

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

4

5 Material finer than No. 200	1.0 ¹ percent by weight
6 Clay lumps and Friable Particles	2.0 percent by weight
7 Shale	2.0 percent by weight
8 Wood waste	0.05 percent by weight
9 Coal and Lignite	0.5 percent by weight
10 Sum of Clay Lumps, Friable Particles, and	
11 Chert (Less Than 2.40 specific gravity SSD)	3.0 percent by weight

12

13 ¹If the material finer than the No. 200 sieve is free of clay and shale, this
14 percentage may be increased to 1.5.

15

16 **9-03.1(4)C Grading**

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

18

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

21

22 **9-03.1(5) Combined Aggregate Gradation for Portland Cement Concrete**

23 This section is revised to read:

24

25 As an alternative to using the fine aggregate sieve grading requirements in Section 9-
26 03.1(2)B, and coarse aggregate sieve grading requirements in Section 9-03.1(4)C, a
27 combined aggregate gradation conforming to the requirements of Section 9-03.1(5)A
28 may be used.

29

30 **9-03.1(5)A Deleterious Substances**

31 This section is revised to read:

32

33 The amount of deleterious substances in the washed aggregates $\frac{3}{8}$ inch or larger shall
34 not exceed the values specified in Section 9-03.1(4)A and for aggregates smaller than
35 $\frac{3}{8}$ inch they shall not exceed the values specified in Section 9-03.1(2)A.

36

37 **9-03.1(5)B Grading**

38 The first paragraph is deleted.

39

40 **9-03.8(7) HMA Tolerances and Adjustments**

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

43

44 **9-03.21(1)B Concrete Rubble**

45 This section, including title, is revised to read:

46

47 **9-03.21(1)B Recycled Concrete Aggregate**

48 Recycled concrete aggregates are coarse aggregates manufactured from hardened
49 concrete mixtures. Recycled concrete aggregate may be used as coarse aggregate or
50 blended with coarse aggregate for Commercial Concrete. Recycled concrete aggregate
51 shall meet all of the requirements for coarse aggregate contained in Section 9-03.1(4)

- 1 or 9-03.1(5). In addition to the requirements of Section 9-03.1(4) or 9-03.1(5), recycled
 2 concrete shall:
 3
 4 1. Contain an aggregated weight of less than 1 percent of adherent fines,
 5 vegetable matter, plastics, plaster, paper, gypsum board, metals, fabrics,
 6 wood, tile, glass, asphalt (bituminous) materials, brick, porcelain or other
 7 deleterious substance(s) not otherwise noted;
 8 2. Be free of harmful components such as chlorides and reactive materials unless
 9 mitigation measures are taken to prevent recurrence in the new concrete;
 10 3. Have an absorption of less than 10 percent when tested in accordance with
 11 AASHTO T 85.

12
 13 Recycled concrete aggregate shall be in a saturated condition prior to mixing.

14
 15 Recycled concrete aggregate shall not be placed below the ordinary high water mark of
 16 any water of the State.

17
 18 **9-03.21(1)D Recycled Steel Furnace Slag**

19 This section title is revised to read:

20
 21 **Steel Furnace Slag**

22
 23 **9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled**
 24 **Material**

25 The following new row is inserted after the second row:

26

Coarse Aggregate for Commercial Concrete	9-03.1(4)	0	100	0	0
--	-----------	---	-----	---	---

27
 28
 29 **9-04.AP9**

30 **Section 9-04, Joint and Crack Sealing Materials**
 31 **January 4, 2016**

32 **9-04.2(1) Hot Poured Joint Sealants**

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

34
 35 **9-04.2(1)A Hot Poured Sealant**

36 Hot poured sealant shall be sampled in accordance with ASTM D5167 and tested in
 37 accordance with ASTM D5329. Hot poured sealant shall have a minimum Cleveland
 38 Open Cup Flash Point of 205°C in accordance with AASHTO T 48.

39
 40 **9-04.2(1)A1 Hot Poured Sealant for Cement Concrete Pavement**

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

- 43
 44 1. The Cone Penetration at 25°C shall be 130 maximum.
 45
 46 2. The extension for the Bond, non-immersed, shall be 100 percent.
 47

1 **9-04.2(1)A2 Hot Poured Sealant for Bituminous Pavement**
2 Hot poured sealant for bituminous pavement shall meet the requirements of ASTM
3 D6690 Type II.

4
5 **9-04.2(1)B Sand Slurry for Bituminous Pavement**
6 Sand slurry is mixture consisting of the following components measured by total weight:

- 7
8 1. Twenty percent CSS-1 emulsified asphalt,
9
10 2. Two percent portland cement, and
11
12 3. Seventy-eight percent fine aggregate meeting the requirements of 9-03.1(2)B
13 Class 2. Fine aggregate may be damp (no free water).

14
15 **9-07.AP9**

16 **Section 9-07, Reinforcing Steel**
17 **January 4, 2016**

18 **9-07.1(1)A Acceptance of Materials**

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

20
21 Reinforcing steel rebar manufacturers shall comply with the National Transportation
22 Product Evaluation Program (NTPEP) Work Plan for Reinforcing Steel (rebar)
23 Manufacturers.

24
25 The first sentence of the second paragraph is revised to read:

26
27 Steel reinforcing bar manufacturers use either English or a Metric size designation while
28 stamping rebar.

SPECIAL PROVISIONS

1 **INTRODUCTION TO THE SPECIAL PROVISIONS**

2
3 (*****)

4 The work on this project shall be accomplished in accordance with the *Standard*
5 *Specifications for Road, Bridge and Municipal Construction*, 2016 edition, as issued by the
6 Washington State Department of Transportation (WSDOT) and the American Public Works
7 Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The
8 Standard Specifications, as modified or supplemented by the Amendments to the Standard
9 Specifications and these Special Provisions, all of which are made a part of the Contract
10 Documents, shall govern all of the Work.

11
12 These Special Provisions are made up of both General Special Provisions (GSPs) from
13 various sources, which may have project-specific fill-ins; and project-specific Special
14 Provisions. Each Provision supplements, modifies or replaces the comparable Standard
15 Specification or is a new Provision. The deletion, amendment, alteration, or addition to any
16 subsection or portion of the Standard Specifications is meant to pertain only to that particular
17 portion of the section, and in no way should it be interpreted that the balance of the section
18 does not apply.

19
20 The project-specific Special Provisions are not labeled as such. The GSPs are labeled
21 under the headers of each GSP, with the date of the GSP and its source, as follows:

- 22
23 *(May 18, 2007 APWA GSP)*
24 *(August 7, 2006 WSDOT GSP)*
25

26 Also incorporated into the Contract Documents by reference are:

- 27 • *Manual on Uniform Traffic Control Devices for Streets and Highways*, current edition,
28 with Washington State modifications, if any
29 • *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA,
30 current edition
31 • King County Road Standards, current edition
32 • City of Federal Way Public Works Development Standards, current edition
33

34 Contractor shall obtain copies of these publications, at Contractor’s own expense.
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Division 1
General Requirements

DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of *** repairing and replacing storm sewer pipes and structures in Marine Hills area *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 Definitions and Terms

1-01.3 Definitions
(*****)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

The date on which the City of Federal Way Council accepts the Work as complete.

1 Delete the second paragraph under heading **Contract** and replace it with the following:

2

3 The Contract includes all Contract Documents defined in the *Public Works Contract* for
4 the Project which is included in the *Request for Bid* as Attachment I.

5

6 Supplement this Section with the following:

7

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

12

13 All references to “State Materials Laboratory” shall be revised to read “the location
14 designated in the Contract”.

15

16 All references to “final contract voucher certification” shall be interpreted to mean the
17 final payment form established by the Contracting Agency.

18

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

22

23 **Business Day**

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

26

27 **Contract Documents**

28 See definition for “Contract”.

29

30 **Contract Time**

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

33

34 **Notice of Award**

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

37

38 **Notice to Proceed**

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

42

43 **Traffic**

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

46

1 **1-02 BID PROCEDURES AND CONDITIONS**

2

3 **1-02.1 Prequalification of Bidders**

4

5 Delete this Section and replace it with the following:

6

7 **1-02.1 Qualifications of Bidder**

8

(January 24, 2011 APWA GSP)

9

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

13

14 Add the following new section:

15

16 **1-02.1(1) Supplemental Qualifications Criteria**

17

(March 25, 2009 APWA GSP; may not be used on FHWA-funded projects)

18

19 In addition, the Contracting Agency has established Contracting Agency-specific and/or
20 project-specific supplemental criteria, in accordance with RCW 39.04.350(2), for
21 determining Bidder responsibility, including the basis for evaluation and the deadline for
22 appealing a determination that a Bidder is not responsible. These criteria are contained
23 in the *****Instructions to Bidders*****.

24

25 **1-02.2 Plans and Specifications**

26

Delete this section and replace it with the following:

27

28 **(*****)**

29

Information as to where Bid Documents can be obtained or reviewed can be found in the
30 Request for Bids (Advertisement for Bids) for the work.

31

32

After award of the contract, plans and specifications will be issued to the Contractor at no
33 cost as detailed below:

34

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	5	Furnished automatically upon award.
Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	5	Furnished automatically upon award. *Additional copies furnished only upon justified request.

35

36

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

38

39 **1-02.4(2) Subsurface Information**

1 Section 1-02.4(2) is supplemented with the following:

2

3 (*****)

4 No subsurface investigations of the site of proposed work have been made. Contractor's
5 attention is drawn to the fact that the project site is generally known to have high ground
6 water table and high soil moisture content.

7

8 **1-02.13 Irregular Proposals**

9 *(March 13, 2012 APWA GSP)*

10

11 Revise item 1 to read:

12

13 1. A proposal will be considered irregular and will be rejected if:

- 14 a. The Bidder is not prequalified when so required;
- 15 b. The authorized proposal form furnished by the Contracting Agency is not
16 used or is altered;
- 17 c. The completed proposal form contains any unauthorized additions, deletions,
18 alternate Bids, or conditions;
- 19 d. The Bidder adds provisions reserving the right to reject or accept the award,
20 or enter into the Contract;
- 21 e. A price per unit cannot be determined from the Bid Proposal;
- 22 f. The Proposal form is not properly executed;
- 23 g. The Bidder fails to submit or properly complete a Subcontractor list, if
24 applicable, as required in Section 1-02.6;
- 25 h. The Bidder fails to submit or properly complete a Disadvantaged Business
26 Enterprise Certification, if applicable, as required in Section 1-02.6;
- 27 i. The Bidder fails to submit written confirmation from each DBE firm listed on
28 the Bidder's completed DBE Utilization Certification that they are in
29 agreement with the bidders DBE participation commitment, if applicable, as
30 required in Section 1-02.6, or if the written confirmation that is submitted fails
31 to meet the requirements of the Special Provisions;
- 32 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
33 as required in Section 1-02.6, or if the documentation that is submitted fails to
34 demonstrate that a Good Faith Effort to meet the Condition of Award was
35 made;
- 36 k. The Bid Proposal does not constitute a definite and unqualified offer to meet
37 the material terms of the Bid invitation; or
- 38 l. More than one proposal is submitted for the same project from a Bidder under
39 the same or different names.

40

41 **1-03 Award and Execution of Contract**

42

43 **1-03.3 Execution of Contract**

44 *(October 1, 2005 APWA GSP)*

45

46 Revise this section to read:

47

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

52

1 Within ***10*** calendar days after the award date, the successful bidder shall return the
2 signed Contracting Agency-prepared contract, an insurance certification as required by
3 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
4 execution of the contract by the Contracting Agency, the successful bidder shall provide
5 any pre-award information the Contracting Agency may require under Section 1-02.15.
6

7 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
8 Agency nor shall any work begin within the project limits or within Contracting Agency-
9 furnished sites. The Contractor shall bear all risks for any work begun outside such areas
10 and for any materials ordered before the contract is executed by the Contracting Agency.
11

12 If the bidder experiences circumstances beyond their control that prevents return of the
13 contract documents within the calendar days after the award date stated above, the
14 Contracting Agency may grant up to a maximum of *** 7 ***additional calendar days for
15 return of the documents, provided the Contracting Agency deems the circumstances
16 warrant it.
17

18 **1-04 Scope of the Work**

19 **1-04.1(2) Bid Items Not Included in the Proposal**

20 Delete Section 1-04.1(2) and replace it with the following:
21

22
23 (*****)

24 Payment will be made only for the specific bid items listed in the Bid Schedule. No
25 separate or additional measurement or payment will be made for any and all other work
26 and materials necessary to complete the project. All work and materials not specifically
27 included in the bid items listed in the Bid Schedule shall be considered to be included in
28 the various unit price or lump sum bid prices.
29

30 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, 31 Specifications, and Addenda**

32 Revise the second paragraph to read:
33

34 (*****)

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

- 37 1. Change Order or Written Construction Change Directive (if any),
 - 38 2. Addenda (if any),
 - 39 3. Instructions to Bidders, General Contractual Terms and Conditions including
40 Attachments A through H, and Public Work Contract,
 - 41 4. Special Provisions,
 - 42 5. Contract Plans,
 - 43 6. Amendments to the Standard Specifications,
 - 44 7. Standard Specifications,
 - 45 8. Contracting Agency's Standard Plans or Details (if any), and
 - 46 9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
- 47

48 **1-04.4 Changes**

49 Supplement section 1-04.4 with the following:

1
2 (*****)
3 Contractor's quotations for Change Orders shall be in writing and firm for a period of 30
4 days. Any compensation paid in conjunction with terms of a Change Order shall comprise
5 total compensation due to Contractor for the work or alteration defined in the Change
6 Order unless specified otherwise in a change order document. By signing the Change
7 Order, the Contractor acknowledges that the stipulated compensation includes payment for
8 the work or alteration plus all payments for the interruption of schedules, extended
9 overhead, delay, added or deleted working days, or any other impact claim or ripple effect,
10 and by such signing specifically waives any reservation or claim for additional
11 compensation in respect to the subject of the Change Order.

12
13 **1-04.7 Differing Site Conditions (Changed Conditions)**

14 Supplement this section with the following:

15
16 (*****)
17 The Contractor shall be deemed to have waived any and all claim for additional time or
18 claim for extra compensation for additional work and material required because of the
19 alleged changed conditions if the Contractor disturbs the condition before the Engineer has
20 indicated to the Contractor that he has completed his field evaluation of the situation.
21 Changed conditions as a result of any negligence or inattention on the part of the
22 Contractor or his subcontractors shall not be considered eligible for extra payment.

23
24 **1-05 Control of Work**

25
26 **1-05.4 Conformity With And Deviations From Plans And Stakes**

27 Section 1-05.4 is supplemented with the following:

28
29 (*****)
30 ***Contractor Surveying***
31 The Contractor shall be responsible for all project surveying, including but not limited to
32 setting, maintaining, and resetting staking of all alignments, slopes, and grades necessary
33 for the construction of the project.
34
35 The Contractor shall inform the Engineer when monuments are discovered that were not
36 identified in the Plans and construction activity may disturb or damage the monuments. All
37 monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the
38 length of the project or be replaced at the Contractors expense.
39
40 Detailed survey records shall be maintained, including a description of the work performed
41 on each shift, the methods utilized, and the control points used. The record shall be
42 adequate to allow the survey to be reproduced. A copy of each day's record shall be
43 provided to the Engineer within three working days after the end of the shift.
44
45 The meaning of words and terms used in this provision shall be as listed in "Definitions of
46 Surveying and Associated Terms" current edition, published by the American Congress on
47 Surveying and Mapping and the American Society of Civil Engineers.
48
49 The Contractor shall provide the Contracting Agency copies of any calculations and staking
50 data when requested by the Engineer.
51

1 The work described in this section shall not be paid separately and all costs shall be
2 included in other Contract bid items associated with this work.

3

4 **1-05.5 Record Drawing**

5 Add this new section 1-05.5 with the following:

6

7 (*******)

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

12

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

18

19 The Record Drawing markups shall document all changes in Work, both concealed and
20 visible. Record at least the following on the Record Drawings:

- 21 • Actual dimensions, arrangement, and materials used when different than shown on
22 the Plans.
- 23 • Changes made by Change Order or Field Order.
- 24 • Changes made by the Contractor.
- 25 • Pothole information gathered by the Contractor.
- 26 • Existing utility information not included in the Contract Plans, or that differs from the
27 Contract Plans.

28

29 Record Drawings shall be provided to the Contracting Agency prior to Physical Completion.

30

31 The work described in this section shall not be paid separately and all costs shall be
32 included in other Contract bid items associated with this work.

33

34 **1-05.7 Removal of Defective and Unauthorized Work**

35 (*October 1, 2005 APWA GSP*)

36

37 Supplement this section with the following:

38

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

44

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

52

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

8
9 No adjustment in contract time or compensation will be allowed because of the delay in the
10 performance of the work attributable to the exercise of the Contracting Agency's rights
11 provided by this Section.

12
13 The rights exercised under the provisions of this section shall not diminish the Contracting
14 Agency's right to pursue any other avenue for additional remedy or damages with respect to
15 the Contractor's failure to perform the work as required.

16
17 **1-05.11 Final Inspection**

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

20
21 **1-05.11 Final Inspections and Operational Testing**
22 *(October 1, 2005 APWA GSP)*

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

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

32
33 If, after this inspection, the Engineer concurs with the Contractor that the work is
34 substantially complete and ready for its intended use, the Engineer, by written notice to the
35 Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer
36 does not consider the work substantially complete and ready for its intended use, the
37 Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

38
39 Upon receipt of written notice concurring in or denying substantial completion, whichever is
40 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
41 interruption, the work necessary to reach Substantial and Physical Completion. The
42 Contractor shall provide the Engineer with a revised schedule indicating when the Contractor
43 expects to reach substantial and physical completion of the work.

44
45 The above process shall be repeated until the Engineer establishes the Substantial
46 Completion Date and the Contractor considers the work physically complete and ready for
47 final inspection.

48
49 **1-05.11(2) Final Inspection and Physical Completion Date**

50
51 When the Contractor considers the work physically complete and ready for final inspection,
52 the Contractor by written notice, shall request the Engineer to schedule a final inspection.

1 The Engineer will set a date for final inspection. The Engineer and the Contractor will then
2 make a final inspection and the Engineer will notify the Contractor in writing of all particulars
3 in which the final inspection reveals the work incomplete or unacceptable. The Contractor
4 shall immediately take such corrective measures as are necessary to remedy the listed
5 deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption
6 until physical completion of the listed deficiencies. This process will continue until the
7 Engineer is satisfied the listed deficiencies have been corrected.

8
9 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
10 written notice listing the deficiencies, the Engineer may, upon written notice to the
11 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
12 Section 1-05.7.

13
14 The Contractor will not be allowed an extension of contract time because of a delay in the
15 performance of the work attributable to the exercise of the Engineer's right hereunder.

16
17 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
18 Contracting Agency, in writing, of the date upon which the work was considered physically
19 complete. That date shall constitute the Physical Completion Date of the contract, but shall
20 not imply acceptance of the work or that all the obligations of the Contractor under the
21 contract have been fulfilled.

22
23 **1-05.11(3) Operational Testing**

24
25 It is the intent of the Contracting Agency to have at the Physical Completion Date a complete
26 and operable system. Therefore when the work involves the installation of machinery or
27 other mechanical equipment; street lighting, electrical distribution or signal systems;
28 irrigation systems; buildings; or other similar work it may be desirable for the Engineer to
29 have the Contractor operate and test the work for a period of time after final inspection but
30 prior to the physical completion date. Whenever items of work are listed in the Contract
31 Provisions for operational testing they shall be fully tested under operating conditions for the
32 time period specified to ensure their acceptability prior to the Physical Completion Date.
33 During and following the test period, the Contractor shall correct any items of workmanship,
34 materials, or equipment which prove faulty, or that are not in first class operating condition.
35 Equipment, electrical controls, meters, or other devices and equipment to be tested during
36 this period shall be tested under the observation of the Engineer, so that the Engineer may
37 determine their suitability for the purpose for which they were installed. The Physical
38 Completion Date cannot be established until testing and corrections have been completed to
39 the satisfaction of the Engineer.

40
41 The costs for power, gas, labor, material, supplies, and everything else needed to
42 successfully complete operational testing, shall be included in the unit contract prices related
43 to the system being tested, unless specifically set forth otherwise in the proposal.

44
45 Operational and test periods, when required by the Engineer, shall not affect a
46 manufacturer's guaranties or warranties furnished under the terms of the contract.

47
48 **1-05.12 Final Acceptance**

49 Delete the third and fourth sentences in the first paragraph and replace it with the following:

50
51 (*****)

1 Final acceptance date of the work shall be the date the Federal Way City Council accepts
2 the project as complete.

3
4

5 **1-05.13 Superintendents, Labor and Equipment of Contractor**
6 *(March 25, 2009 APWA GSP)*

7
8

9 Revise the seventh paragraph to read:

10

11 Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to
12 Section 1-02.14, it will take these performance reports into account.

13

14 Add the following new section:

15

16 **1-05.16 Water and Power**
17 *(October 1, 2005 APWA GSP)*

18

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

22

23 Add the following new section:

24

25 **1-05.17 Oral Agreements**
26 *(October 1, 2005 APWA GSP)*

27

28 No oral agreement or conversation with any officer, agent, or employee of the Contracting
29 Agency, either before or after execution of the contract, shall affect or modify any of the
30 terms or obligations contained in any of the documents comprising the contract. Such oral
31 agreement or conversation shall be considered as unofficial information and in no way
32 binding upon the Contracting Agency, unless subsequently put in writing and signed by the
33 Contracting Agency.

34

35 **1-07 Legal Relations and Responsibilities to the Public**
36 **1-07.1 Laws to be Observed**
37 *(October 1, 2005 APWA GSP)*

38

39 Supplement this section with the following:

40

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

43

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

47

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

1 before the Contractor has established and made known procedures for removal of injured
2 persons to a hospital or a doctor's care.

3
4 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the
5 Contractor's plant, appliances, and methods, and for any damage or injury resulting from
6 their failure, or improper maintenance, use, or operation. The Contractor shall be solely and
7 completely responsible for the conditions of the project site, including safety for all persons
8 and property in the performance of the work. This requirement shall apply continuously, and
9 not be limited to normal working hours. The required or implied duty of the Engineer to
10 conduct construction review of the Contractor's performance does not, and shall not, be
11 intended to include review and adequacy of the Contractor's safety measures in, on, or near
12 the project site.

13
14 **1-07.2 State Taxes**

15
16 Section 1-07.2 is supplemented with the following:

17
18 (*****)
19 The work on this contract is to be performed upon lands whose ownership obligates the
20 Contractor to pay Sales tax. The entire project is subject to Use Tax under Section 1-
21 07.2(1).

22
23 **1-07.6 Permits and Licenses**

24
25 Section 1-07.6 is supplemented with the following:

26
27 (September 20, 2010)
28 The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of
29 the permit(s) is attached in Appendix C for informational purposes. All contacts with the
30 permitting agency concerning the below-listed permit(s) shall be through the Engineer. The
31 Contractor shall obtain additional permits as necessary. All costs to obtain and comply with
32 additional permits shall be included in the applicable bid items for the work involved. Copies
33 of these permits are required to be onsite at all times.

34
35 *** 1. City of Federal Way, Right of Way Use Permit.
36 ***

37
38 **1-07.7 Load Limits**

39
40 (*****)
41 Supplement this section with the following:

42
43 Haul routes shall be approved in advance by the Engineer. Haul shall be restricted to the
44 Hours of Work as specified in Special Provision section 1-08.0(2)

45
46 **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**

47
48 (*****)
49 Supplement this section with the following:

50
51 The work described in this section shall not be paid separately and all costs shall be
52 included in other Contract bid items associated with this work.

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1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(*****)

The approximate locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification. The City assumes no responsibility for improper locations or failure to show utility locations on the Plans.

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

District Code	Company Name	Marking Concerns	Damage/Repair
CC7760	COMCAST CABLE	(425)392-6412	(888)824-8289
KCDPW02	KING COUNTY RDS	(206)296-8153	(206)296-8153
LKHAVN01	LAKEHAVEN U.D.	(253)945-1623	(253)946-5409
PUGE03	PSE ELECTRIC	(866)380-2627	(888)225-5773
PUGG03	PSE GAS	(866)380-2627	(888)225-5773
QLNWA16	QWEST LOCAL NW	(253)833-2343	(800)573-1311
WSDOT12	WSDOT- SIGNALS	(206)442-2110	(206)442-2110

(*****)

All existing utilities shall be maintained in continuous service during the Contractor's operations, unless the Contractor receives written approval from the utility owner for interruption of service. The Contractor shall check with the appropriate utility to determine the minimum notice required if interruption of service is anticipated.

Notification shall be written, with a copy delivered to the Engineer, within a minimum of two working days prior to the commencement of work, and must be in such detail as to give the time of the commencement and completion of work and schedule of operations.

Should the property owner or the Engineer have adequate reason, as determined by the Engineer, to avoid service interruption at the scheduled time, the Contractor shall reschedule his work to meet the new condition.

The Contractor is also warned that there may be utilities on the project that are not part of the One Call System. Notice shall be provided individually to those owners of utilities know to, or suspected of, having underground facilities within the area of the proposed excavation.

The Contractor shall be responsible for any breakage of utilities or loss of services resulting from his operations, and shall hold the Contracting Agency and its agents harmless from any claims resulting from disruption of or damages to same.

Unless specified otherwise within the contract documents, the Contractor shall be entirely responsible for coordination with utility owners to either arrange for the movement or adjustment of temporary or permanent utilities that prohibit completion of the contract work, or to coordinate with utility owners to allow the performance of such work by the Contractor.

1 All work by the Contractor adjacent to or in the vicinity of existing utilities shall be performed
2 in accordance with the requirements of the utility owners. The Contractor shall pay all
3 permit, inspection, and other fees levied by the utility owners.
4

5 All costs incurred as a result of performance of the Contractor's obligations in this section
6 shall be included in the unit contract price for the item installed.
7

8 No additional compensation will be made to the Contractor for reason of delay caused by the
9 actions of any utility company and the Contractor shall consider such costs to be incidental
10 to the other items of the contract.
11

12 The Contractor shall anticipate that the requirements of utility owners may hinder, delay, and
13 complicate execution of the Work. The Contractor shall not be entitled to any claim for
14 damages because of hindrances, delays, and complications caused by or resulting from
15 requirements imposed by utility owners.
16

17 **1-07.23 Public Convenience and Safety**

18
19 Section 1-07.23 is supplemented with the following:
20

21 (*****)

22 If operations of the Contractor are shown to significantly impede traffic flow during peak
23 hours of traffic, the Engineer shall have the authority to restrict the Contractor to time of
24 operation on the street.
25

26 The Contractor shall maintain convenient access for local traffic and pedestrians to
27 driveways, houses, and buildings along the line of work. Such access shall be maintained as
28 near as possible to which existed prior to the commencement of construction. The
29 Contractor shall notify all property owners and tenants of street and alley closures, or other
30 restrictions which may interfere with their access. Notification shall be at least forty-eight (48)
31 hours in advance, and shall include placing notification signs within the affected areas, and
32 delivering notices to all property owners and tenants. A copy of such notice shall also be
33 provided to the Engineer. Work involved with the distribution of notices to all of the property
34 owners shall be considered incidental to the Contract.
35

36 The Contractor shall notify the local refuse/recycling collection services, transit services,
37 school district, postal service, fire and police department in writing before the beginning of
38 operations, and provide a schedule of activities along with the associated time line, so that
39 these agencies may reroute their vehicles around the construction zone. A copy of such
40 notice shall also be provided to the Engineer. If rerouting is not possible, as determined by
41 these agencies/services, the Contractor shall coordinate with these agencies/services to
42 provide reasonable access through the construction zone at all times.
43

44 No specific areas are provided for construction staging/storage, access and parking.
45 Unless otherwise indicated in the Plans, on-street parking areas will be allowed to be utilized
46 by the Contractor for work and storage areas, pending notification of the users and approval
47 by the Engineer, two (2) working days in advance.
48

49 The Contractor shall be responsible for locating and arranging for construction staging,
50 access and personnel parking spaces, and shall be responsible for maintaining these
51 spaces in a safe and orderly condition throughout the duration of the Project. Prior to any
52 construction activity, the Contractor shall provide written notification informing the City and

1 all employees, contractors, and subcontractors who intend to arrive at this Project with
2 vehicles, equipment or supplies, of the location, purpose and restrictions that apply to the
3 Construction Staging, Access, and Personnel Parking Area.

4
5 All unattended excavation shall be properly barricaded and covered at all times. All open
6 trenching or street cuts must be filled with material as detailed below before leaving the job
7 at the completion of each work shift.

8
9 Immediately upon request by the Engineer, the Contractor shall place, in the amounts
10 designated, any asphalt concrete pavement, cold plant mix, crushed surfacing and/or gravel
11 base deemed necessary by the Engineer to maintain the above required accessibility of all
12 streets, road approaches, street connections, driveways, etc.

13
14 The Contractor shall be solely responsible for the safety, efficiency and adequacy of the
15 Contractor's plant, appliances, and methods, and for any damage or injury resulting from the
16 failure or improper maintenance use or operation. The Contractor shall be solely and
17 completely responsible for conditions of the job site, including safety of all persons and
18 property during performance of the work. This requirement shall apply continuously and not
19 be limited to normal working hours. The required or implied duty of the Engineer to conduct
20 construction review of the Contractor's performance does not and shall not be intended to
21 include review and adequacy of the Contractor's safety measures in, on, or near the
22 construction site. The Contractor shall comply with the safety standards and provisions of
23 applicable laws, building and construction codes, and the safety regulations set forth in
24 "Safety Standards for Construction" and "General Safety Standards" published in effect at
25 the time of call for bids. These publications may be obtained from the Department of Labor
26 and Industries, Olympia, Washington. The Contractor shall also comply with the safety
27 standard provisions set forth in the "Manual of Accident Prevention in Construction"
28 published by the Associated General Contractors of America.

29
30 The work described in this section shall not be paid separately and all costs shall be
31 included in other Contract bid items associated with this work.

32
33 **1-07.23(1) Construction Under Traffic**

34
35 Section 1-07.23(1) is supplemented with the following:

36
37 **(January 2, 2012)**

38 **Work Zone Clear Zone**

39 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The
40 WZCZ applies only to temporary roadside objects introduced by the Contractor's
41 operations and does not apply to preexisting conditions or permanent Work. Those work
42 operations that are actively in progress shall be in accordance with adopted and
43 approved Traffic Control Plans, and other contract requirements.

44
45 During nonworking hours equipment or materials shall not be within the WZCZ unless
46 they are protected by permanent guardrail or temporary concrete barrier. The use of
47 temporary concrete barrier shall be permitted only if the Engineer approves the
48 installation and location.

49
50 During actual hours of work, unless protected as described above, only materials
51 absolutely necessary to construction shall be within the WZCZ and only construction

1 vehicles absolutely necessary to construction shall be allowed within the WZCZ or
2 allowed to stop or park on the shoulder of the roadway.

3
4 The Contractor's nonessential vehicles and employees private vehicles shall not be
5 permitted to park within the WZCZ at any time unless protected as described above.

6
7 Deviation from the above requirements shall not occur unless the Contractor has
8 requested the deviation in writing and the Engineer has provided written approval.

9
10 Minimum WZCZ distances are measured from the edge of traveled way and will be
11 determined as follows:
12

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

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

1-07.24 Rights of Way

17
18 *(October 1, 2005 APWA GSP)*

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

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

25
26 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way
27 and easements, both permanent and temporary, necessary for carrying out the work.
28 Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's
29 attention by a duly issued Addendum.

30
31 Whenever any of the work is accomplished on or through property other than public right of
32 way, the Contractor shall meet and fulfill all covenants and stipulations of any easement
33 agreement obtained by the Contracting Agency from the owner of the private property.
34 Copies of the easement agreements may be included in the Contract Provisions or made
35 available to the Contractor as soon as practical after they have been obtained by the
36 Engineer.

37
38 Whenever easements or rights of entry have not been acquired prior to advertising, these
39 areas are so noted in the Plans. The Contractor shall not proceed with any portion of the
40 work in areas where right of way, easements or rights of entry have not been acquired until
41 the Engineer certifies to the Contractor that the right of way or easement is available or that
42 the right of entry has been received. If the Contractor is delayed due to acts of omission on
43 the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the
44 Contractor will be entitled to an extension of time. The Contractor agrees that such delay
45 shall not be a breach of contract.

1
2 Each property owner shall be given notice 48 hours prior to entry by the Contractor. This
3 includes entry onto easements and private property where private improvements must be
4 adjusted.
5
6 The Contractor shall be responsible for providing, without expense or liability to the
7 Contracting Agency, any additional land and access thereto that the Contractor may desire
8 for temporary construction facilities, storage of materials, or other Contractor needs.
9 However, before using any private property, whether adjoining the work or not, the
10 Contractor shall file with the Engineer a written permission of the private property owner,
11 and, upon vacating the premises, a written release from the property owner of each property
12 disturbed or otherwise interfered with by reasons of construction pursued under this contract.
13 The statement shall be signed by the private property owner, or proper authority acting for
14 the owner of the private property affected, stating that permission has been granted to use
15 the property and all necessary permits have been obtained or, in the case of a release, that
16 the restoration of the property has been satisfactorily accomplished. The statement shall
17 include the parcel number, address, and date of signature. Written releases must be filed
18 with the Engineer before the Completion Date will be established.

19
20 **1-08 PROSECUTION AND PROGRESS**

21
22 Add the following new section:

23
24 **1-08.0 Preliminary Matters**
25 (May 25, 2006 APWA GSP)

26
27 Add the following new section:

28
29 **1-08.0(1) Preconstruction Conference**
30 (*****)

31
32 Prior to the Contractor beginning the work, a preconstruction conference will be held
33 between the Contractor, the Engineer and such other interested parties as may be invited.
34 The purpose of the preconstruction conference will be:

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

43
44 The Contractor shall prepare and submit at the preconstruction conference the following:

- 45 1. A breakdown of all lump sum items;
46 2. A preliminary schedule of working drawing submittals;
47 3. A list of material sources for approval if applicable;
48 4. Project signage & notifications;
49 5. Confirmation of staging areas;
50 6. Construction site safety;

- 1 7. Contractor's initial progress schedule (3 copies);
- 2 8. List of materials fabricated or manufactured off site, including estimated delivery
- 3 dates for any critical items;
- 4 9. Names of principal suppliers;
- 5 10. Detailed equipment list, including "Rental Rate Blue Book" hourly costs (both working
- 6 and standby rates);
- 7 11. Weighted wage rates for all employee classifications anticipated to be used on
- 8 Project;
- 9 12. Submittal schedule (bring preliminary list);
- 10 13. Testing lab accreditation and qualifications;
- 11 14. Prevailing wage rate certification;
- 12 15. Erosion control plan; and
- 13 16. Traffic control plan.

14
15 Add the following new section:

16
17 **1-08.0(2) Hours of Work**
18 (*****)

19
20 Except in the case of emergency or unless otherwise approved by the Contracting Agency,
21 the normal straight time working hours for the Contract shall be any consecutive 8-hour
22 period between 8:00 a.m. and 5:00 p.m. of a working day with a maximum 1-hour lunch
23 break and a 5-day work week. The normal straight time 8-hour working period for the
24 Contract shall be established at the preconstruction conference or prior to the Contractor
25 commencing the work.

26
27 Written permission from the Engineer is required, if a Contractor desires to perform work on
28 holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer
29 than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for
30 such permission, no later than noon on the working day prior to the day for which the
31 Contractor is requesting permission to work.

32
33 Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal
34 straight time working hours Monday through Friday shall be limited as per Federal Way
35 Revised Code Section 19.105.040. Approval to continue work during these hours may be
36 revoked at any time based on verified complaints that the Contractor does not meet the
37 terms of the approved conditions, or if the Contractor's activity creates unanticipated and
38 verifiable adverse effect(s). The Contractor shall have no claim for damages or delays
39 should such permission be revoked for these reasons.

40
41 Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal
42 straight time working hours Monday through Friday may be given subject to certain other
43 conditions set forth by the Director of City of Federal Way Community Development
44 Department, and the Engineer. Conditions set forth by Engineer may include but are not
45 limited to:

- 46 • The Engineer may require designated representatives to be present during the
- 47 work. Representatives who may be deemed necessary by the Engineer include,
- 48 but are not limited to: survey crews; personnel from the Contracting Agency's
- 49 material testing lab; inspectors; and other Contracting Agency employees when in
- 50 the opinion of the Engineer, such work necessitates their presence.

- 1 • Requiring the Contractor to reimburse the Contracting Agency for the costs in
2 excess of straight-time costs for Contracting Agency representatives who worked
3 during such times.
- 4 • Considering the work performed on Saturdays, Sundays, and holidays as working
5 days with regard to the contract time.
- 6 • Considering multiple work shifts as multiple working days with respect to contract
7 time, even though the multiple shifts occur in a single 24-hour period.

8
9 Add the following new section:

10
11 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**
12 *(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)*

13
14 Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-
15 hour work shift on a regular working day, as defined in the Standard Specifications, such
16 work shall be considered as overtime work. On all such overtime work an inspector will be
17 present, and a survey crew may be required at the discretion of the Engineer. In such case,
18 the Contracting Agency may deduct from amounts due or to become due to the Contractor
19 for the costs in excess of the straight-time costs for employees of the Contracting Agency
20 required to work overtime hours.

21
22 The Contractor by these specifications does hereby authorize the Engineer to deduct such
23 costs from the amount due or to become due to the Contractor.

24
25 **1-08.4 Prosecution of Work**

26
27 Delete this section in its entirety, and replace it with the following:

28
29 **1-08.4 Notice to Proceed and Prosecution of Work**

30
31 (*****)

32 Notice to Proceed will be given after the Contract has been executed and all the required
33 documents have been approved and filed by the Contracting Agency. The Contractor shall
34 not commence with the work until the Notice to Proceed has been given by the Engineer.
35 Unless otherwise approved in writing, the Contractor shall commence construction activities
36 on the project site and diligently pursue the work to the physical completion date within the
37 time specified in the Section 1.2 of the Public Works Contract of this project. Voluntary
38 shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the
39 responsibility to complete the work within the time specified in the Contract.

40
41 **1-08.5 Time for Completion**

42 *(August 14, 2013 APWA GSP, Option A)*

43
44 Revise the third and fourth paragraphs to read:

45
46 Contract time shall begin on the first working day following the Notice to Proceed Date.

47
48 Each working day shall be charged to the contract as it occurs, until the contract work is
49 physically complete. If substantial completion has been granted and all the authorized
50 working days have been used, charging of working days will cease. Each week the
51 Engineer will provide the Contractor a statement that shows the number of working days:

1 (1) charged to the contract the week before; (2) specified for the physical completion of
2 the contract; and (3) remaining for the physical completion of the contract. The
3 statement will also show the nonworking days and any partial or whole day the Engineer
4 declares as unworkable. Within 10 calendar days after the date of each statement, the
5 Contractor shall file a written protest of any alleged discrepancies in it. To be considered
6 by the Engineer, the protest shall be in sufficient detail to enable the Engineer to
7 ascertain the basis and amount of time disputed. By not filing such detailed protest in
8 that period, the Contractor shall be deemed as having accepted the statement as
9 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10
10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be
11 charged as a working day then the fifth day of that week will be charged as a working
12 day whether or not the Contractor works on that day.

13
14 Revise the sixth paragraph to read:

15
16 The Engineer will give the Contractor written notice of the completion date of the contract
17 after all the Contractor's obligations under the contract have been performed by the
18 Contractor. The following events must occur before the Completion Date can be
19 established:

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

33
34 **1-08.9 Liquidated Damages**
35 *(March 13, 2012 APWA GSP)*

36
37 Revise the fourth paragraph to read:

38
39 When the Contract Work has progressed to Substantial Completion as defined in the
40 Contract. The Engineer may determine that the work is Substantially Complete. The
41 Engineer will notify the Contractor in writing of the Substantial Completion Date. For
42 overruns in Contract time occurring after the date so established, the formula for liquidated
43 damages shown above will not apply. For overruns in Contract time occurring after the
44 Substantial Completion Date, liquidated damages shall be assessed on the basis of direct
45 engineering and related costs assignable to the project until the actual Physical Completion
46 Date of all the Contract Work. The Contractor shall complete the remaining Work as
47 promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a
48 written schedule for completing the physical Work on the Contract.

49
50 **1-09.2(1) General Requirements for Weighing Equipment**

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Revise the sixth and seventh paragraphs to read:

Trucks and Tickets – Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. Each vehicle operator shall obtain a weigh or load ticket from the scale operator. The Contracting Agency will provide item quantity tickets for scales that are not self-printing. The Contractor shall provide tickets for self-printing scales. All tickets shall, at a minimum, contain the following information:

1. Date of haul;
2. Contract number;
3. Contract unit Bid item;
4. Unit of measure;
5. Identification number of hauling vehicle; and
6. Weight delivered:
 - i. Net weight in the case of batch and hopper scales.
 - ii. Gross weight, tare and net weight in the case of platform scales (tare may be omitted if a tare beam is used).
 - iii. Approximate load out weight in the case of belt conveyor scales.
7. Ticket serial number imprinted on the tickets;
8. Type of material;
9. Weighman's identification;
10. Location of delivery by project station or street address.

The vehicle operator shall deliver the ticket in legible condition to the material receiver at the material delivery point. The material delivery point is defined as the location where the material is incorporated into the permanent Work. It shall be the Contractor's responsibility to provide a certified weight ticket to the Engineers designated representative on the project at the time of delivery of materials for each truckload delivered. In the event that the Engineers designated representative is not present, the Contractor shall forward the ticket to the Engineer within (1) working day, along with sufficient verification of the specific stockpiled location or area of use. Pay quantities will be prepared on the basis of said information. Quantities for material delivered without adequate documentation will not be paid.

1-09.6 Force Account
(October 10, 2008 APWA GSP)

Supplement this section with the following:

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.

1-09.7 Mobilization
Supplement this section 1-09.7 with the following:

(*****)

1 Mobilization shall include but not be limited to the following items: movement of the
2 Contractor's personnel, materials, equipment, supplies, and other items or work incidental
3 to construction of the project; the establishment of office/storage buildings, temporary
4 security fence and other facilities necessary for construction of the project; providing
5 sanitary facilities for the Contractor's personnel; obtaining permits or licenses required to
6 complete the project not furnished by the City; and other work and operations which must
7 be performed or costs that must be incurred.

8 Also to be included in the lump sum bid price for "Mobilization" is the following:

9

- 10 1. Written release, per Section 1-07.24 shall be obtained from all property
11 owners whose property is used for storage or other purposes.
- 12 2. The Contractor shall be responsible for providing and installing two project
13 signs as described below.

14

15 The Contractor shall provide and maintain two (2) 8-foot wide by 4-foot high signs
16 constructed of 3/4-inch exterior high density sign plywood. Signs shall bear the name of
17 the project, Owner, Contractor, Engineer, and other participating agencies. Lettering shall
18 be applied by an experienced sign painter. Paint shall be exterior type enamel. The
19 specific requirements are included in Appendix A. The location of the signs will be
20 provided by the Contracting Agency. The signs are to be erected before the beginning of
21 construction and remain in place for the duration of construction. The Contractor shall
22 remove and properly dispose of the signs at project completion or when directed by the
23 Engineer.

24

25 **1-09.9 Payments**

26

27 (*****)

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

29

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

32

33 The Contractor shall submit a Lump Sum item cost breakdown to the Engineer for review
34 and approval at the Preconstruction Conference to utilize for monthly progress payments. A
35 breakdown is not required for lump sum items that include a basis for incremental payments
36 as part of the respective Specification. In the absence of an approved lump sum breakdown,
37 the Project Engineer will determine the amounts for monthly payments on Lump Sum items
38 based on information available. The Project Engineer's determination shall be final.

39

40 Progress payments for completed work and material on hand will be based upon progress
41 estimates prepared by the Engineer. A progress estimate cutoff date will be established at
42 the preconstruction conference. The Contractor shall submit to the Engineer a request for
43 payment for work completed during the previous period. Copies of such a request for
44 payment shall be submitted on a form provided by the Engineer. All monthly pay requests
45 are subject to approval and/or verification by the Engineer.

46

47 Errors or omissions in the request for payment may result in a delayed payment. It is the
48 Contractor's responsibility to maintain and submit adequate documentation for work
49 completed within each monthly pay period.

50

51 The initial progress estimate will be made no later than 30 days after the Contractor
52 commences the work, and successive progress estimates will be made every month

1 thereafter until the Completion Date. Progress estimates made during progress of the work
2 are tentative, and made only for the purpose of determining progress payments. The
3 progress estimates are subject to change at any time prior to the calculation of the final
4 payment.
5

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

- 7 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
8 work completed multiplied by the unit price.
- 9 2. Lump Sum Items in the Bid Form — based on the approved Contractor’s lump sum
10 breakdown for that item, or absent such a breakdown, based on the Engineer’s
11 determination.
- 12 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or
13 other storage area approved by the Engineer.
- 14 4. Change Orders — entitlement for approved extra cost or completed extra work as
15 determined by the Engineer.
16

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

- 18 1. Retainage per Section 1-09.9(1);
- 19 2. The amount of progress payments previously made; and
- 20 3. Funds withheld by the Contracting Agency for disbursement in accordance with the
21 Contract Documents.
22

23 Progress payments for work performed shall not be evidence of acceptable performance or
24 an admission by the Contracting Agency that any work has been satisfactorily completed.
25 The determination of payments under the contract will be final in accordance with Section
26 1-05.1.
27

28 Except when requested a minimum of (10) calendar days in advance by the Contractor,
29 progress payments will be mailed to the address supplied in writing by the Contractor at the
30 preconstruction conference.
31

32 **1-10 Temporary Traffic Control**

33 **1-10.2(2) Traffic Control Plans**

34 Section 1-10.2(2) is deleted and replaced with the following:
35
36

37 (*****)

38 A City of Federal Way Right of Way permit has been obtained for this project which includes
39 minimum traffic control requirements (See Appendix C). The Contractor shall develop traffic
40 control plans to be project site specific and to facilitate the Contractor’s chosen method of
41 performing the Work. Additional measures beyond the minimum traffic control requirements
42 may be required depending on the Contractor’s chosen method of performing the Work. The
43 Contractor’s traffic control plan shall show the necessary construction signs, flaggers,
44 spotters and other traffic control devices required to support the Work, and shall conform to
45 the established standards for plan development as shown in the MUTCD, Part 6 and the
46 most current edition of the PROWAG. The Contractor’s traffic control plan shall be submitted
47 to the Engineer for approval at least 10 calendar days in advance of the time the signs and
48 other traffic control devices are scheduled to be installed and utilized.
49

50 **1-10.5 Payment**

51 Section 1-10.5 is deleted and replaced with the following:

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The work described in this section shall not be paid separately and all costs shall be included in other Contract bid items associated with this work.

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**Division 2
Earthwork**

2-02.3 Construction Requirements

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

Section 2-02.3(3) is supplemented with the following:

(*****)

Prior to removal of pavement, the Contractor shall make a full-depth sawcut to delineate the areas of pavement removal from those areas of pavement to remain. The equipment and procedures used to make the full-depth sawcut shall be approved by the Engineer prior to the operation. No wastewater from the sawcutting operation shall be released to any stream or storm sewer system.

2-03 Roadway Excavation and Embankment

2-03.3(14)D Compaction and Moisture Control Tests

Supplement Section 2-03.3(14)D with the following:

(*****)

The Contractor shall be responsible for materials testing, including but not limited to gradation, density-moisture and compaction testing for trench, subgrade, structural backfill and crushed surfacing materials. All testing shall be performed by an independent testing lab with national accreditation for the scope of services provided. Submit documentation to verify soil test lab accreditation and qualifications for staff designated for nuclear gauge operation to the Engineer for review. Nuclear density testing shall be performed by staff approved by the Engineer. A copy of all test results shall be made available to the Engineer as soon as they are complete.

Prior to beginning construction, the Contractor shall submit certified gradation curves for imported fill materials to be utilized. The contractor shall resubmit gradation curves if the Engineer or Contractor determines that material has changed. After the material has been accepted, the Contractor shall have density-moisture testing performed on the materials.

At the beginning of construction activities requiring compaction, the Contractor shall demonstrate methods that successfully achieve the compaction specifications in the presence of the Engineer or his designee. For all trenches under paved areas, the Contractor shall demonstrate a minimum of one (1) successful field test per each storm sewer pipe repair site per Section 7-8.3(3) and Section 2-09.3(1)E requirements. Only backfill above pipe zone must be tested. At any areas of failing tests, the areas shall be retested after appropriate actions have been taken. These tests shall be performed throughout all operations requiring compaction

Replace the last paragraph of Section 2-03.3(14)D with the following:

(*****)

In place density test methods shall be as follows:

Field Compaction Testing

- 1 ASTM D: 2922 Density of Soil and Soil-Aggregate In Place by Nuclear
2 Methods
3 **2-03.5 Payment**
4 Section 2-03.5 is deleted and replaced with the following:
5
6 (*****)
7 The work described in this section shall not be paid separately and all costs shall be
8 included in other Contract bid items associated with this work.
9
10 **2-09 Structural Excavation**
11
12 **2-09.3 Construction Requirements**
13
14 **2-09.3(3)B.GR2 Excavation Using Open Pits – Extra Excavation**
15 Section 2-09.3(3)B is supplemented with the following:
16
17 (*****)
18 Extra excavation and open pit excavation, as defined in this section, will not be allowed.
19
20 The Contractor shall shore excavations at the locations specified above in accordance with
21 Section 2-09.3(3)D. The Contractor shall submit shoring plans to the Engineer for approval
22 in accordance with Section 2-09.3(3)D.
23
24 **2-09.3(4) Construction Requirements, Structure Excavation, Class B**
25 Section 2-09.3(4) is supplemented with the following:
26
27 (*****)
28 The project site is known to have high ground water table and high soil moisture content.
29 Contractor shall anticipate that water will be present during trench excavation and shall be
30 prepared to operate all necessary equipment to keep excavation free from water during
31 construction. Contractor shall also anticipate unstable soil conditions during trench
32 excavation and shall be prepared to take all necessary measures to stabilize the soil, and
33 keep the trench safe to work.
34
35 All excavation shall occur when the sewer system is dry or excavation is isolated from the
36 active flow in the system by bypassing the flow around the work. The contractor shall be
37 prepared to operate all necessary equipment to bypass the flow in the system. Bypass shall
38 be of sufficient size to pass all flows for the duration of the project.
39
40 Uncontaminated dewatering water shall be disposed of per Section 8-01.3(1)C1.
41
42 **2-09.5 Payment**
43 Section 2-09.5 is deleted and replaced with the following:
44
45 (*****)
46 The work described in this section shall not be paid separately and all costs shall be
47 included in other Contract bid items associated with this work.
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Division 5
Surface Treatments and Pavements

5-04 Hot Mix Asphalt

Delete WSDOT Amendments to the Standard Specifications section 5-04.

5-04.3 Construction Requirements

Section 5-04.3 is supplemented with the following:

(*****)

HMA Class 1/2" PG 64-22 shall be placed to the compacted depths shown on the Plans and as leveling and wearing course where shown or noted. HMA over three inches (3") in compacted depth shall be placed in two (2) equal lifts. Placement shall be in accordance with applicable Sections of 5-04 of the Standard Specifications, except that longitudinal joints between successive layers of HMA shall be displaced laterally a minimum of twelve inches (12").

During placement, the composition of the mix shall be subject to adjustment of the percentage of sand, filler, and asphalt as directed by the Engineer.

5-04.3(3)A Material Transfer Device/Vehicle

Section 5-04.3(3)A is supplemented with the following:

(*****)

Delete this section in its entirety.

5-04.3(8)A Acceptance Sampling and Testing – HMA Mixture

5-04.3(8)A1 General

Section 5-04.3(8)A1 is supplemented with the following:

(*****)

Commercial evaluation will be used for all HMA Class 1/2" PG 64-22 installed in this project.

5-04.5 Payment

Section 5-04.5 is deleted and replaced with the following:

(*****)

The work described in this section shall not be paid separately and all costs shall be included in other Contract bid items associated with this work.

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Division 7

Draining Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits

7-04 Storm Sewers

7-04.3 Construction Requirements

Section 7-04.3 is supplemented with the following:

(*****)

Locations of storm sewer pipe repair/replacement sites shown on the Plan are approximate locations only. Prior to excavation, the Contractor shall perform video inspection to determine the exact location where the repair work is to be conducted. At least one (1) working day prior to the Contractor’s video inspection, the contractor shall notify the Engineer of the video inspection date and time. The Contractor shall arrange for the Engineer to review the video inspection together to confirm that the defect shown on the Contractor’s video inspection is the one that needs to be repaired.

The contractor shall use appropriate location detection devices to determine the defect location for each repair site. The Contractor is solely responsible for determining the exact location of repair work, and shall be solely responsible for all the costs that result from the errors in the Contractor’s locating effort.

Contractor shall perform repair work carefully to protect the pipe segments that will not be replaced. The Contractor shall be responsible for any damages to the adjacent pipe segment.

7-04.3(1)A General

Section 7-04.3(1)A is supplemented with the following:

(*****)

Exfiltration or low pressure air testing is required only for the site #8 and site #9. At all other storm sewer pipe repair/replacement sites, the acceptance of the storm sewer installation will be based on the video inspection performed by the Contractor. At least one (1) working day prior to the Contractor’s video inspection, the contractor shall notify the Engineer of the video inspection date and time. The Contractor shall arrange for the Engineer to observe the video inspection. If any sewer installation fails to meet requirements, the Contractor shall repair or replace all defective materials or workmanship at no expense to the Contracting Agency. The decision of the Engineer as to acceptance shall be final.

7-04.4 Measurement

Section 7-04.4 is deleted and replaced with the following:

(*****)

No specific unit of measurement will apply to the lump sum item for “Storm Sewer Pipe Repair/Replacement Site #__”.

7-04.5 Payment

Section 7-04.5 is deleted and replaced with the following:

(*****)

“Storm Sewer Pipe Repair/Replacement Site #__”, per lump sum.

1 Unless specifically listed as a separate bid item in the Bid Schedule, the lump sum bid item
2 for “Storm Sewer Pipe Repair/Replacement Site #___” shall be full compensation for all of the
3 work (materials, labor and equipment) described in the Standard Specifications and these
4 Special Provisions, and as shown on the Plan, including but not limited to, pre and post
5 construction video inspection, clearing and grubbing, asphalt concrete pavement saw
6 cutting, removal of structures and obstructions, structure excavation class B including haul,
7 shoring or extra excavation class B, dewatering, temporary storm flow bypassing, extra
8 excavation for unsuitable foundation, gravel backfill for foundation, all backfilling (bedding,
9 backfilling within pipe zone, and backfilling above pipe zone to finished grade), crushed
10 surfacing top course, compaction, sampling and testing, storm sewer pipe in various types
11 and diameters, connecting new storm sewer pipe to existing sewer pipes, testing storm
12 sewer pipe, HMA ½” PG 64-22, adjustment of inverts to manholes, connection to drainage
13 structure, temporary measures to maintain pedestrian and vehicular routes open, temporary
14 water pollution prevention, erosion control and water pollution control, temporary traffic
15 control, contractor surveying, roadside cleanup, record drawing, utility potholing,
16 landscape/irrigation protection/restoration including tree preservation and/or replanting,
17 protect or restore monument, rebuilding existing catchbasin, sawcut/removal/replacement of
18 curb/gutter/sidewalk/driveway, temporary measures to protect open trenches and street cuts
19 and to maintain accessibility, street sign restoration, mailbox restoration, and maintaining
20 access to mailbox.

21
22 An approximate pipe repair length for each site is shown on the Plan. The Contractor shall
23 immediately notify the Engineer in writing of any site conditions that may warrant more pipe
24 repair. Unless specifically authorized by the Engineer to repair/replace more pipes, no
25 adjustment will be made to the quantity or payment of the lump sum bid item for “Storm
26 Sewer Pipe Repair/Replacement Site #___”.

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1 **Division 8**
2 **Miscellaneous Construction**

3
4 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

5
6 **8-01.3(1) General**

7 Section 8-01.3(1) is supplemented with the following:

8
9 (*****)

10 The Contractor shall clean all roadways, streets, sidewalks, open spaces and appurtenances
11 of all material or debris which are dropped or otherwise deposited thereon as a result of the
12 Contractor's operations. All such areas shall be cleaned at the conclusion of each day's
13 operations and at such other times as ordered by the City.

14
15 If the roadways, streets, and appurtenances are not properly cleaned, as determined by the
16 City, and the condition of the excavation so warrants, the Contractor shall provide facilities to
17 remove clay or other deposits from tires or between dual wheels or outside of truck beds
18 before trucks and other equipment may be allowed to travel over paved streets.

19
20 Any violation of the above requirements will be sufficient grounds for the City to order the
21 roadways, streets, sidewalks and appurtenances cleaned by others and to deduct all costs
22 of such cleaning from any monies due or to become due to the Contractor.

23
24 **8-01.3(1)A Submittals**

25 Section 8-01.3(1)A is supplemented with the following:

26
27 (*****)

28 The preliminary Temporary Erosion and Sediment Control (TESC) general requirements are
29 shown on the Plan. These general requirements are the minimum TESC measures that will
30 be required. It is included on the Plan as a guide for the Contractor's convenience.
31 Additional control measures may be required and the Plan modified due to weather
32 conditions and/or the Contractor's means and methods of construction. The Contractor is
33 required to submit his/her own TESC Plan to the City for review. The TESC Plan shall be
34 developed for construction activities required by this Contract, and include a detailed
35 description of the methods, sequencing, proposed types and quantities of materials, and
36 schedule of implementation, inspection, and removals, in accordance with the plans and
37 these special provisions.

38
39 As construction progresses and or seasonal conditions dictate, the Contractor shall
40 anticipate that more water pollution/erosion control measures may be necessary. The
41 Contractor shall be solely responsible for the adequacy of the TESC Plan and if erosion
42 sediment and other pollutant control measures in deviation or addition to those described in
43 the TESC Plan become necessary to minimize erosion and prevent storm water
44 contamination from sediment and other pollutants, the Contractor shall prepare and submit a
45 revised TESC Plan to the Engineer for review.

46
47 **8-01.3(1)C1 Disposal of Dewatering Water**

48 Delete this Section and replace it with the following:

49
50 (*****)

51 When uncontaminated groundwater with a pH range of 6.5 – 8.5 is encountered, it may be
52 disposed of as follows:

- 1 1. When the turbidity of the groundwater is 25 NTU or less, it may bypass detention and
2 treatment facilities and be discharged into the stormwater conveyance system at a
3 rate that will not cause erosion or flooding in the receiving surface water body.
- 4 2. When the turbidity of the groundwater is not more than 25 NTU above or 125
5 percent of the turbidity of the site stormwater runoff, whichever is greater, the same
6 detention and treatment facilities as used to treat the site runoff may be used.
- 7 3. When the turbidity of the groundwater is more than 25 NTU above or 125 percent of
8 the turbidity of the site stormwater runoff, whichever is greater, the groundwater
9 shall be treated separately from the site stormwater.
- 10 Alternatively, the Contractor may pursue independent disposal and treatment alternatives
11 that do not use the stormwater conveyance system.

12

13 **8-01.5 Payment**

14 Section 8-01.5 is deleted and replaced with the following:

15

16 (*****)

17 The work described in this section shall not be paid separately and all costs shall be
18 included in other Contract bid items associated with this work.

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**Division 9
Materials**

9-05.20 Corrugated Polyethylene Storm Sewer Pipe, Couplings, and Fittings

Section 9-05.20 is supplemented with the following:

(*****)

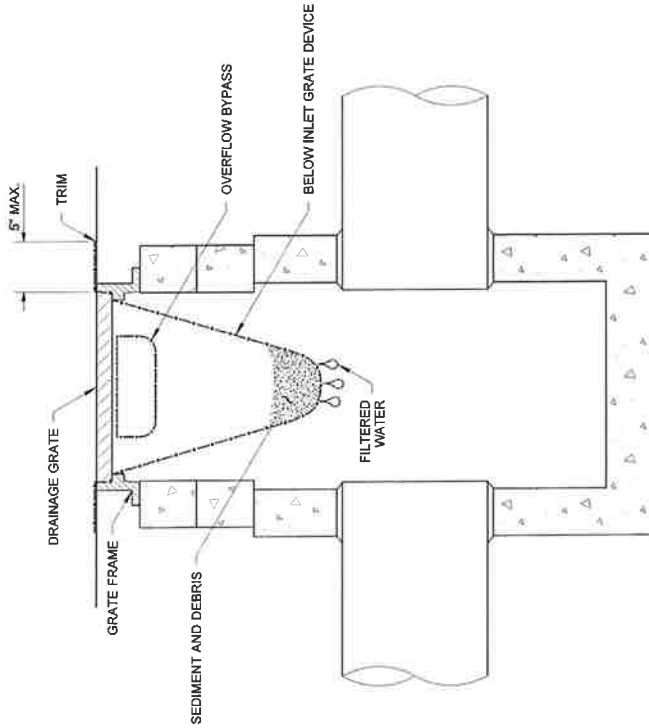
Corrugated Polyethylene Storm Sewer Pipe used in this project shall be AASHTO M 294 Type S.

APPENDIX A

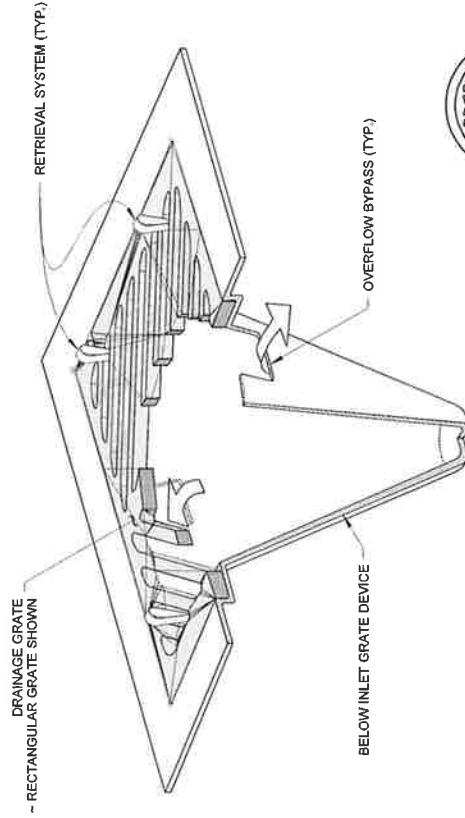
STANDARD PLANS, DETAILS AND PROJECT SIGN DETAILS

NOTES

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
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).



SECTION VIEW
NOT TO SCALE



ISOMETRIC VIEW



STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

MARK W. MAURER
CERTIFICATE NO. 000598

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION. IT IS APPROVED FOR PUBLICATION, SHEET ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

**STORM DRAIN
INLET PROTECTION**
STANDARD PLAN I-40.20-00

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

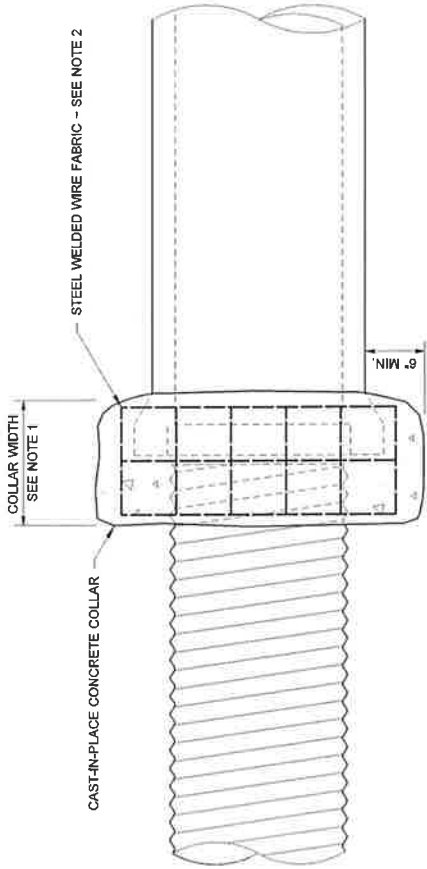
Pasco Bakotich III 09-20-07
STATE DESIGN ENGINEER DATE



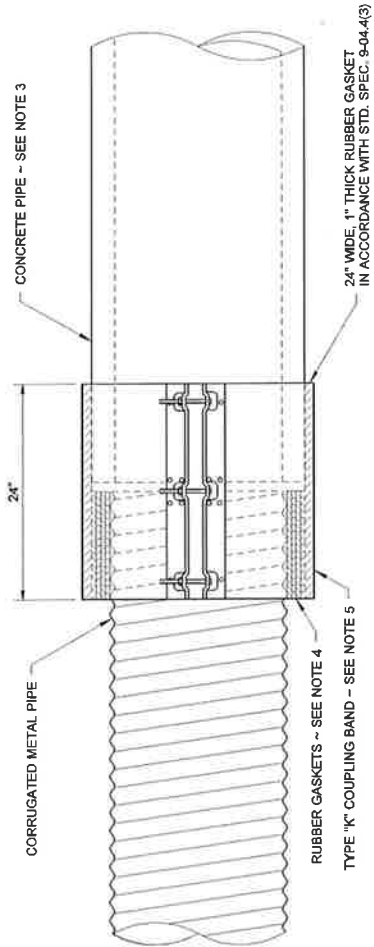
Washington State Department of Transportation

NOTES

1. The Concrete Collar width shall be one half of the outside pipe diameter of the largest pipe. The minimum Concrete Collar width shall be 12". Concrete Collars may be used with all pipe materials and diameters. The Concrete Collar option shall only be used to extend existing pipes.
2. Steel Welded Wire Fabric shall be in accordance with Standard Specification 9-07.7. Install two wraps for size 6 x 6 W1.4 x W1.4 (10 Gage) Steel Welded Wire Fabric or one wrap for any of the following sizes:
 - 6 x 6 W2.1 x W2.1 (8 Gage)
 - 6 x 6 W2.9 x W2.9 (6 Gage)
 - 4 x 4 W2.9 x W2.9 (6 Gage)
 - 4 x 4 W4.0 x W4.0 (4 Gage)
3. When a Coupling Band connection requires attachment to the bell end of a concrete pipe, the bell end of the pipe shall be removed before the connection is installed.
4. Increase the outside diameter of the metal pipe to match the outside diameter of the concrete pipe by installing 1/2" wide rubber gaskets, thickness as required (Coupling Band only). The rubber gaskets shall be in accordance with Standard Specification 9-04.4(3).
5. Use a flat Type K Coupling Band. Type K Coupling Bands with dimples are not allowed for the installation detail shown. The Coupling Band option shall only be used for extending existing pipes that have an inside diameter of 36" or less.



CONCRETE COLLAR OPTION



COUPLING BAND OPTION

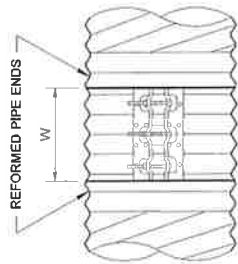


EXPIRES JULY 1, 2007

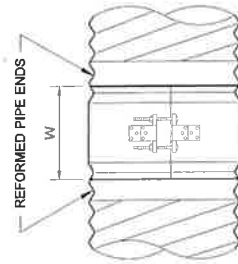
CONNECTION DETAILS FOR DISSIMILAR CULVERT PIPE STANDARD PLAN B-60.20-00

SHEET 1 OF 1 SHEET

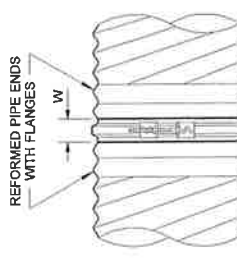
APPROVED FOR PUBLICATION
Harold J. Peterfeso 06-08-06
 STATE DESIGN ENGINEER DATE
 Washington State Department of Transportation



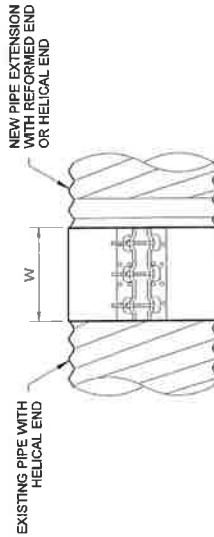
TYPE D
ANNULAR CORRUGATED BAND



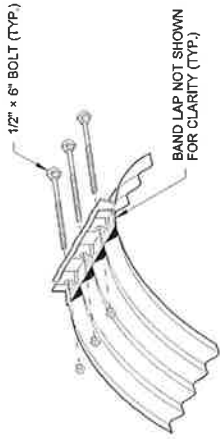
TYPE F
SEMI-CORRUGATED BAND



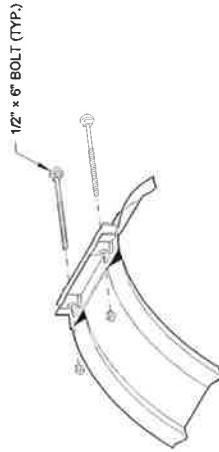
TYPE J
FLANGE BAND



TYPE K
FLAT BAND OR DIMPLE BAND



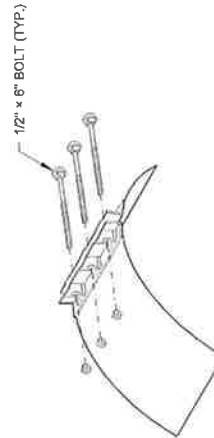
TYPE D
BAND ANGLE CONNECTOR DETAIL



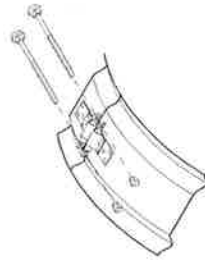
TYPE F
BAND ANGLE CONNECTOR DETAIL



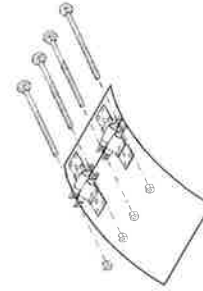
TYPE J
BAND ANGLE CONNECTOR DETAIL



TYPE K
BAND ANGLE CONNECTOR DETAIL



TYPE F
BAR & STRAP CONNECTOR DETAIL



TYPE K
DOUBLE BAR & STRAP CONNECTOR DETAIL

COUPLING BAND DIMENSION TABLE (ALL DIMENSIONS ARE IN INCHES)				
BAND TYPE	CORRUGATION PITCH * DEPTH	PIPE DIAM.	MIN. W	GASKET TYPE
D	2 2/3 x 1/2	12 ~ 84	12	SLEEVE
	OR 3 x 1			
	REFORMED TO 2 2/3 x 1/2			
F	3 x 1	90 ~ 144	24	SLEEVE
	OR 2 2/3 x 1/2			
	REFORMED TO 2 2/3 x 1/2			
J	2 2/3 x 1/2	12 ~ 84	10 1/2	O-RING
	OR 3 x 1			
	REFORMED TO 2 2/3 x 1/2			
K	2 2/3 x 1/2	12 ~ 48	2 3/4	BUTYL
	OR 2 2/3 x 1/2			
	REFORMED TO 2 2/3 x 1/2			
D	2 2/3 x 1/2	12 ~ 72	12	SLEEVE
	OR 3 x 1			
	REFORMED TO 2 2/3 x 1/2			
F	2 2/3 x 1/2	12 ~ 48	10 1/2	O-RING
	OR 2 2/3 x 1/2			
	REFORMED TO 2 2/3 x 1/2			
K	2 2/3 x 1/2	12 ~ 48	12	SLEEVE
	OR 2 2/3 x 1/2			
	REFORMED TO 2 2/3 x 1/2			

* PIPE ARCH ONLY



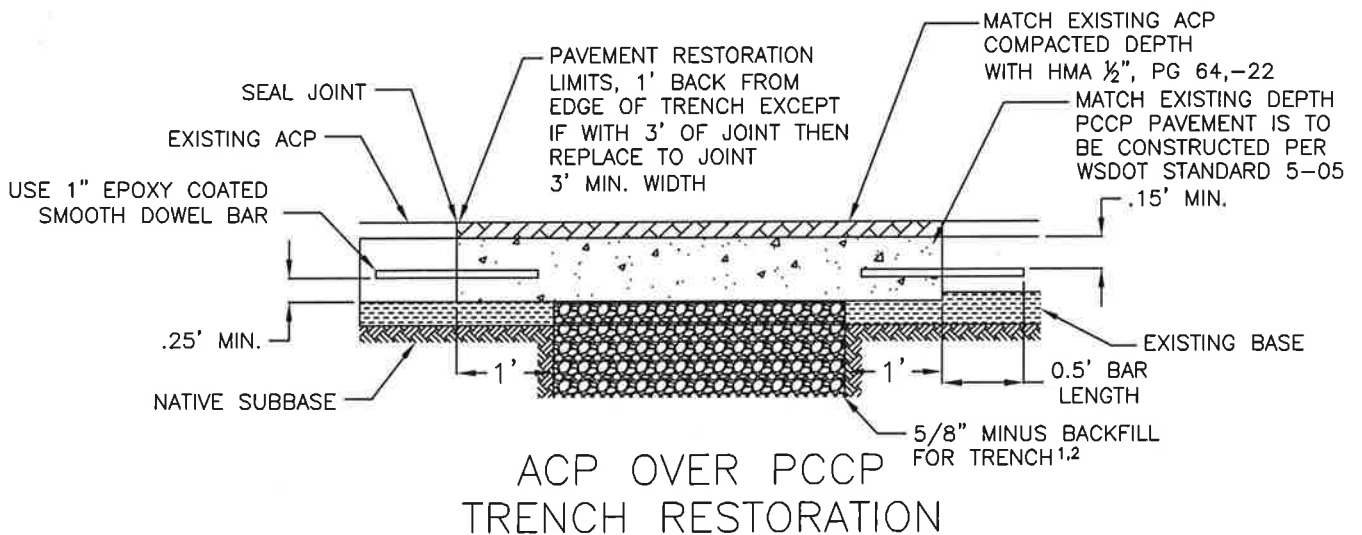
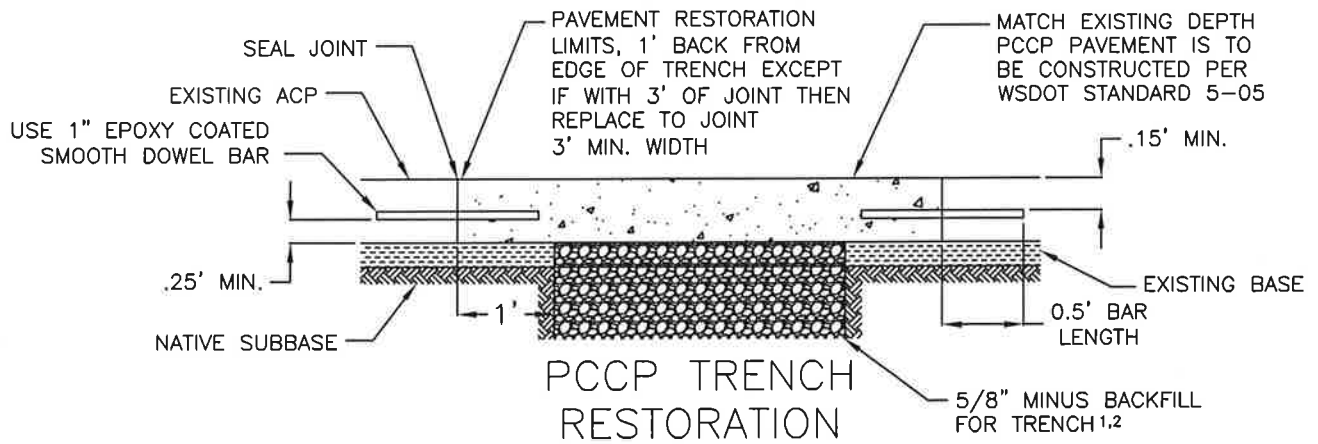
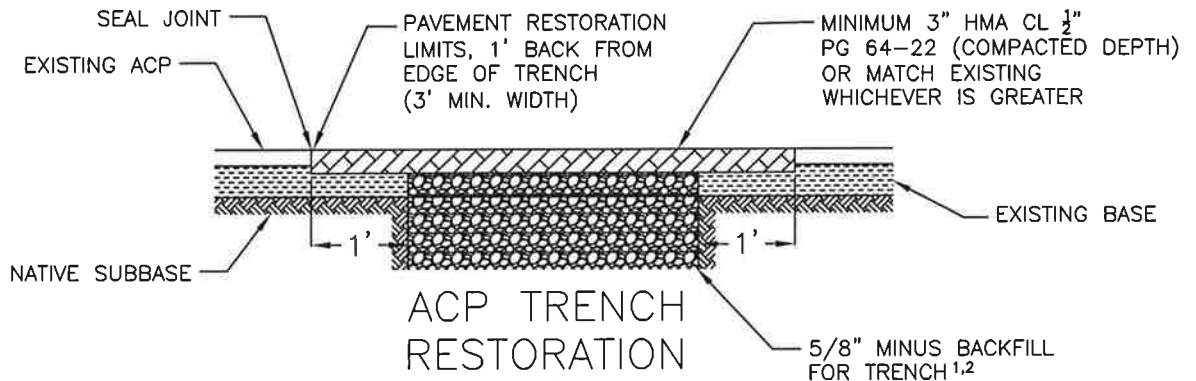
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EXPIRES JULY 1, 2007

COUPLING BANDS FOR CORRUGATED METAL PIPE
STANDARD PLAN B-60.40-00

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Harold J. Peterfeso 06-01-06
STATE DESIGN ENGINEER DATE
Washington State Department of Transportation



NOTES:

- 1) FOR TRENCHES LESS THAN 18" WIDE, USE 100% CDF FOR TRENCH BACKFILL.
- 2) FOR TRENCHES GREATER THAN 18" WIDE, ALL BACKFILL IN RIGHT-OF-WAY SHALL BE MIN. 5/8" CSTC.

JULY 2014

APPENDIX B

PREVAILING WAGES AND BENEFIT CODE KEY

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 4/19/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
King	<u>Asbestos Abatement Workers</u>	Journey Level	\$43.95	<u>5D</u>	<u>1H</u>	
King	<u>Boilermakers</u>	Journey Level	\$64.29	<u>5N</u>	<u>1C</u>	
King	<u>Brick Mason</u>	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>	
King	<u>Brick Mason</u>	Pointer-Caulker-Cleaner	\$52.82	<u>5A</u>	<u>1M</u>	
King	<u>Building Service Employees</u>	Janitor	\$22.09	<u>5S</u>	<u>2F</u>	
King	<u>Building Service Employees</u>	Traveling Waxer/Shampooer	\$22.54	<u>5S</u>	<u>2F</u>	
King	<u>Building Service Employees</u>	Window Cleaner (Non-Scaffold)	\$23.99	<u>5S</u>	<u>2F</u>	
King	<u>Building Service Employees</u>	Window Cleaner (Scaffold)	\$26.78	<u>5S</u>	<u>2F</u>	
King	<u>Cabinet Makers (In Shop)</u>	Journey Level	\$22.74		<u>1</u>	
King	<u>Carpenters</u>	Acoustical Worker	\$54.02	<u>5D</u>	<u>4C</u>	
King	<u>Carpenters</u>	Bridge, Dock And Wharf Carpenters	\$54.02	<u>5D</u>	<u>4C</u>	
King	<u>Carpenters</u>	Carpenter	\$54.02	<u>5D</u>	<u>4C</u>	
King	<u>Carpenters</u>	Carpenters on Stationary Tools	\$54.15	<u>5D</u>	<u>4C</u>	
King	<u>Carpenters</u>	Creosoted Material	\$54.12	<u>5D</u>	<u>4C</u>	
King	<u>Carpenters</u>	Floor Finisher	\$54.02	<u>5D</u>	<u>4C</u>	
King	<u>Carpenters</u>	Floor Layer	\$54.02	<u>5D</u>	<u>4C</u>	
King	<u>Carpenters</u>	Scaffold Erector	\$54.02	<u>5D</u>	<u>4C</u>	
King	<u>Cement Masons</u>	Journey Level	\$53.95	<u>7A</u>	<u>1M</u>	
King	<u>Divers & Tenders</u>	Diver	\$107.22	<u>5D</u>	<u>4C</u>	<u>8A</u>
King	<u>Divers & Tenders</u>	Diver On Standby	\$64.42	<u>5D</u>	<u>4C</u>	
King	<u>Divers & Tenders</u>	Diver Tender	\$58.33	<u>5D</u>	<u>4C</u>	
King	<u>Divers & Tenders</u>	Surface Rcv & Rov Operator	\$58.33	<u>5D</u>	<u>4C</u>	
King	<u>Divers & Tenders</u>	Surface Rcv & Rov Operator Tender	\$54.27	<u>5A</u>	<u>4C</u>	
King	<u>Dredge Workers</u>	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>	
King	<u>Dredge Workers</u>	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>	
King	<u>Dredge Workers</u>	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>	

King	<u>Dredge Workers</u>	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>
King	<u>Dredge Workers</u>	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>
King	<u>Dredge Workers</u>	Mates	\$56.44	<u>5D</u>	<u>3F</u>
King	<u>Dredge Workers</u>	Oiler	\$56.00	<u>5D</u>	<u>3F</u>
King	<u>Drywall Applicator</u>	Journey Level	\$54.02	<u>5D</u>	<u>1H</u>
King	<u>Drywall Tapers</u>	Journey Level	\$54.07	<u>5P</u>	<u>1E</u>
King	<u>Electrical Fixture Maintenance Workers</u>	Journey Level	\$27.24	<u>5L</u>	<u>1E</u>
King	<u>Electricians - Inside</u>	Cable Splicer	\$69.77	<u>7C</u>	<u>4E</u>
King	<u>Electricians - Inside</u>	Cable Splicer (tunnel)	\$74.95	<u>7C</u>	<u>4E</u>
King	<u>Electricians - Inside</u>	Certified Welder	\$67.41	<u>7C</u>	<u>4E</u>
King	<u>Electricians - Inside</u>	Certified Welder (tunnel)	\$72.37	<u>7C</u>	<u>4E</u>
King	<u>Electricians - Inside</u>	Construction Stock Person	\$37.94	<u>7C</u>	<u>4E</u>
King	<u>Electricians - Inside</u>	Journey Level	\$65.05	<u>7C</u>	<u>4E</u>
King	<u>Electricians - Inside</u>	Journey Level (tunnel)	\$69.77	<u>7C</u>	<u>4E</u>
King	<u>Electricians - Motor Shop</u>	Craftsman	\$15.37		<u>1</u>
King	<u>Electricians - Motor Shop</u>	Journey Level	\$14.69		<u>1</u>
King	<u>Electricians - Powerline Construction</u>	Cable Splicer	\$74.92	<u>5A</u>	<u>4D</u>
King	<u>Electricians - Powerline Construction</u>	Certified Line Welder	\$65.71	<u>5A</u>	<u>4D</u>
King	<u>Electricians - Powerline Construction</u>	Groundperson	\$44.12	<u>5A</u>	<u>4D</u>
King	<u>Electricians - Powerline Construction</u>	Heavy Line Equipment Operator	\$65.71	<u>5A</u>	<u>4D</u>
King	<u>Electricians - Powerline Construction</u>	Journey Level Lineperson	\$65.71	<u>5A</u>	<u>4D</u>
King	<u>Electricians - Powerline Construction</u>	Line Equipment Operator	\$55.34	<u>5A</u>	<u>4D</u>
King	<u>Electricians - Powerline Construction</u>	Pole Sprayer	\$65.71	<u>5A</u>	<u>4D</u>
King	<u>Electricians - Powerline Construction</u>	Powderperson	\$49.16	<u>5A</u>	<u>4D</u>
King	<u>Electronic Technicians</u>	Journey Level	\$31.00		<u>1</u>
King	<u>Elevator Constructors</u>	Mechanic	\$85.45	<u>7D</u>	<u>4A</u>
King	<u>Elevator Constructors</u>	Mechanic In Charge	\$92.35	<u>7D</u>	<u>4A</u>
King	<u>Fabricated Precast Concrete Products</u>	All Classifications - In-Factory Work Only	\$16.55	<u>5B</u>	<u>1R</u>
King	<u>Fence Erectors</u>	Fence Erector	\$15.18		<u>1</u>
King	<u>Flaggers</u>	Journey Level	\$37.26	<u>7A</u>	<u>3I</u>
King	<u>Glaziers</u>	Journey Level	\$56.16	<u>7L</u>	<u>1Y</u>
King	<u>Heat & Frost Insulators And Asbestos Workers</u>	Journeyman	\$63.18	<u>5J</u>	<u>1S</u>
King	<u>Heating Equipment Mechanics</u>	Journey Level	\$72.83	<u>7F</u>	<u>1E</u>
King	<u>Hod Carriers & Mason Tenders</u>	Journey Level	\$45.32	<u>7A</u>	<u>3I</u>
King	<u>Industrial Power Vacuum</u>	Journey Level	\$9.47		<u>1</u>

	<u>Cleaner</u>				
King	<u>Inland Boatmen</u>	Boat Operator	\$56.78	<u>5B</u>	<u>1K</u>
King	<u>Inland Boatmen</u>	Cook	\$53.30	<u>5B</u>	<u>1K</u>
King	<u>Inland Boatmen</u>	Deckhand	\$53.30	<u>5B</u>	<u>1K</u>
King	<u>Inland Boatmen</u>	Deckhand Engineer	\$54.32	<u>5B</u>	<u>1K</u>
King	<u>Inland Boatmen</u>	Launch Operator	\$55.57	<u>5B</u>	<u>1K</u>
King	<u>Inland Boatmen</u>	Mate	\$55.57	<u>5B</u>	<u>1K</u>
King	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Cleaner Operator, Foamer Operator	\$31.49		<u>1</u>
King	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Grout Truck Operator	\$11.48		<u>1</u>
King	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Head Operator	\$24.91		<u>1</u>
King	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Technician	\$19.33		<u>1</u>
King	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Tv Truck Operator	\$20.45		<u>1</u>
King	<u>Insulation Applicators</u>	Journey Level	\$54.02	<u>5D</u>	<u>4C</u>
King	<u>Ironworkers</u>	Journeyman	\$63.53	<u>7N</u>	<u>1O</u>
King	<u>Laborers</u>	Air, Gas Or Electric Vibrating Screed	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Airtrac Drill Operator	\$45.32	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Ballast Regular Machine	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Batch Weighman	\$37.26	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Brick Pavers	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Brush Cutter	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Brush Hog Feeder	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Burner	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Caisson Worker	\$45.32	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Carpenter Tender	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Caulker	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Cement Dumper-paving	\$44.76	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Cement Finisher Tender	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Change House Or Dry Shack	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Chipping Gun (under 30 Lbs.)	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Chipping Gun(30 Lbs. And Over)	\$44.76	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Choker Setter	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Chuck Tender	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Clary Power Spreader	\$44.76	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Clean-up Laborer	\$43.95	<u>7A</u>	<u>3I</u>

King	<u>Laborers</u>	Concrete Dumper/chute Operator	\$44.76	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Concrete Form Stripper	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Concrete Placement Crew	\$44.76	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Concrete Saw Operator/core Driller	\$44.76	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Crusher Feeder	\$37.26	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Curing Laborer	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Demolition: Wrecking & Moving (incl. Charred Material)	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Ditch Digger	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Diver	\$45.32	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Drill Operator (hydraulic, diamond)	\$44.76	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Dry Stack Walls	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Dump Person	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Epoxy Technician	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Erosion Control Worker	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Faller & Bucker Chain Saw	\$44.76	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Fine Graders	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Firewatch	\$37.26	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Form Setter	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Gabian Basket Builders	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	General Laborer	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Grade Checker & Transit Person	\$45.32	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Grinders	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Grout Machine Tender	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Groutmen (pressure)including Post Tension Beams	\$44.76	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Guardrail Erector	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Hazardous Waste Worker (level A)	\$45.32	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$44.76	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Hazardous Waste Worker (level C)	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	High Scaler	\$45.32	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Jackhammer	\$44.76	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Laserbeam Operator	\$44.76	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Maintenance Person	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Manhole Builder-mudman	\$44.76	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Material Yard Person	\$43.95	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Motorman-dinky Locomotive	\$44.76	<u>7A</u>	<u>3I</u>
King	<u>Laborers</u>	Nozzleman (concrete Pump, Green Cutter When Using	\$44.76	<u>7A</u>	<u>3I</u>

Combination Of High Pressure
Air & Water On Concrete &
Rock, Sandblast, Gunite,
Shotcrete, Water Bla

King	<u>Laborers</u>	Pavement Breaker	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Pilot Car	\$37.26	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Pipe Layer Lead	\$45.32	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Pipe Layer/tailor	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Pipe Pot Tender	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Pipe Reliner	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Pipe Wrapper	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Pot Tender	\$43.95	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Powderman	\$45.32	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Powderman's Helper	\$43.95	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Power Jacks	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Railroad Spike Puller - Power	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Raker - Asphalt	\$45.32	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Re-timberman	\$45.32	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Remote Equipment Operator	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Rigger/signal Person	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Rip Rap Person	\$43.95	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Rivet Buster	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Rodder	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Scaffold Erector	\$43.95	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Scale Person	\$43.95	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Sloper (over 20")	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Sloper Sprayer	\$43.95	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Spreader (concrete)	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Stake Hopper	\$43.95	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Stock Piler	\$43.95	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Tamper & Similar Electric, Air & Gas Operated Tools	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Tamper (multiple & Self- propelled)	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Timber Person - Sewer (lagger, Shorer & Cribber)	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Toolroom Person (at Jobsite)	\$43.95	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Topper	\$43.95	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Track Laborer	\$43.95	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Track Liner (power)	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Traffic Control Laborer	\$39.84	<u>7A</u>	<u>3I</u>	<u>8R</u>
King	<u>Laborers</u>	Traffic Control Supervisor	\$39.84	<u>7A</u>	<u>3I</u>	<u>8R</u>
King	<u>Laborers</u>	Truck Spotter	\$43.95	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Tugger Operator	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Tunnel Work-Compressed Air	\$74.29	<u>7A</u>	<u>3I</u>	<u>8Q</u>

		Worker 0-30 psi				
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$79.32	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$83.00	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$88.70	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$90.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$95.92	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$97.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$99.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$101.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<u>Laborers</u>	Tunnel Work-Guage and Lock Tender	\$45.42	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<u>Laborers</u>	Tunnel Work-Miner	\$45.42	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	<u>Laborers</u>	Vibrator	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Vinyl Seamer	\$43.95	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Watchman	\$33.86	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Welder	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Well Point Laborer	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Laborers</u>	Window Washer/cleaner	\$33.86	<u>7A</u>	<u>3I</u>	
King	<u>Laborers - Underground Sewer & Water</u>	General Laborer & Topman	\$43.95	<u>7A</u>	<u>3I</u>	
King	<u>Laborers - Underground Sewer & Water</u>	Pipe Layer	\$44.76	<u>7A</u>	<u>3I</u>	
King	<u>Landscape Construction</u>	Irrigation Or Lawn Sprinkler Installers	\$13.56		<u>1</u>	
King	<u>Landscape Construction</u>	Landscape Equipment Operators Or Truck Drivers	\$28.17		<u>1</u>	
King	<u>Landscape Construction</u>	Landscaping or Planting Laborers	\$17.87		<u>1</u>	
King	<u>Lathers</u>	Journey Level	\$54.02	<u>5D</u>	<u>1H</u>	
King	<u>Marble Setters</u>	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>	
King	<u>Metal Fabrication (In Shop)</u>	Fitter	\$15.86		<u>1</u>	
King	<u>Metal Fabrication (In Shop)</u>	Laborer	\$9.78		<u>1</u>	
King	<u>Metal Fabrication (In Shop)</u>	Machine Operator	\$13.04		<u>1</u>	
King	<u>Metal Fabrication (In Shop)</u>	Painter	\$11.10		<u>1</u>	
King	<u>Metal Fabrication (In Shop)</u>	Welder	\$15.48		<u>1</u>	
King	<u>Millwright</u>	Journey Level	\$55.52	<u>5D</u>	<u>4C</u>	
King	<u>Modular Buildings</u>	Cabinet Assembly	\$11.56		<u>1</u>	
King	<u>Modular Buildings</u>	Electrician	\$11.56		<u>1</u>	

King	<u>Modular Buildings</u>	Equipment Maintenance	\$11.56		<u>1</u>	
King	<u>Modular Buildings</u>	Plumber	\$11.56		<u>1</u>	
King	<u>Modular Buildings</u>	Production Worker	\$9.47		<u>1</u>	
King	<u>Modular Buildings</u>	Tool Maintenance	\$11.56		<u>1</u>	
King	<u>Modular Buildings</u>	Utility Person	\$11.56		<u>1</u>	
King	<u>Modular Buildings</u>	Welder	\$11.56		<u>1</u>	
King	<u>Painters</u>	Journey Level	\$39.35	<u>6Z</u>	<u>2B</u>	
King	<u>Pile Driver</u>	Journey Level	\$54.27	<u>5D</u>	<u>4C</u>	
King	<u>Plasterers</u>	Journey Level	\$51.68	<u>7Q</u>	<u>1R</u>	
King	<u>Playground & Park Equipment Installers</u>	Journey Level	\$9.47		<u>1</u>	
King	<u>Plumbers & Pipefitters</u>	Journey Level	\$75.69	<u>6Z</u>	<u>1G</u>	
King	<u>Power Equipment Operators</u>	Asphalt Plant Operators	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Assistant Engineer	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Barrier Machine (zipper)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Batch Plant Operator, Concrete	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Bobcat	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Brokk - Remote Demolition Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Brooms	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Bump Cutter	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Cableways	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Chipper	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Compressor	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Concrete Finish Machine -laser Screed	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Conveyors	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Cranes Friction: 200 tons and over	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Cranes: 20 Tons Through 44 Tons With Attachments	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Cranes: 200 tons- 299 tons, or 250' of boom including jib	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>

		with attachments				
King	<u>Power Equipment Operators</u>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Cranes: A-frame - 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Cranes: Friction cranes through 199 tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Crusher	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Deck Engineer/deck Winches (power)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Derricks, On Building Work	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Dozers D-9 & Under	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Drilling Machine	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Elevator And Man-lift: Permanent And Shaft Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Forklift: 3000 Lbs And Over With Attachments	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Forklifts: Under 3000 Lbs. With Attachments	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Gradechecker/stakeman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Guardrail Punch	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Horizontal/directional Drill Locator	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Horizontal/directional Drill Operator	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Hydralifts/boom Trucks Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Hydralifts/boom Trucks, 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>

King	<u>Power Equipment Operators</u>	Loader, Overhead 8 Yards. & Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Loaders, Overhead Under 6 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Loaders, Plant Feed	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Loaders: Elevating Type Belt	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Locomotives, All	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Material Transfer Device	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Motor Patrol Graders	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Overhead, Bridge Type: 100 Tons And Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Pavement Breaker	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Pile Driver (other Than Crane Mount)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Plant Oiler - Asphalt, Crusher	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Posthole Digger, Mechanical	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Power Plant	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Pumps - Water	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Quad 9, Hd 41, D10 And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Rigger And Bellman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Rigger/Signal Person, Bellman (Certified)	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Rollagon	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Roller, Other Than Plant Mix	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Roller, Plant Mix Or Multi-lift	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Materials				
King	<u>Power Equipment Operators</u>	Roto-mill, Roto-grinder	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Saws - Concrete	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Scraper, Self Propelled Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Scrapers - Concrete & Carry All	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Scrapers, Self-propelled: 45 Yards And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Service Engineers - Equipment	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Shotcrete/gunite Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Slipform Pavers	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Spreader, Topsider & Screedman	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Subgrader Trimmer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Tower Bucket Elevators	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Tower Crane Up To 175' In Height Base To Boom	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Tower Crane: over 175' through 250' in height, base to boom	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Tower Cranes: over 250' in height from base to boom	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Transporters, All Track Or Truck Type	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Trenching Machines	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Truck Crane Oiler/driver - 100 Tons And Over	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Truck Crane Oiler/driver Under 100 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Truck Mount Portable Conveyor	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Welder	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Wheel Tractors, Farmall Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators</u>	Yo Yo Pay Dozer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-</u>	Asphalt Plant Operators	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>

Underground Sewer & Water

King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Assistant Engineer	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Barrier Machine (zipper)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Batch Plant Operator, Concrete	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bobcat	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Brokk - Remote Demolition Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Brooms	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bump Cutter	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cableways	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Chipper	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Compressor	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Finish Machine -laser Screed	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Conveyors	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes Friction: 200 tons and over	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 20 Tons Through 44 Tons With Attachments	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>

		(including Jib With Attachments)				
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Cranes: A-frame - 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Cranes: Friction cranes through 199 tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Crusher	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Deck Engineer/deck Winches (power)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Derricks, On Building Work	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Dozers D-9 & Under	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Drilling Machine	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Elevator And Man-lift: Permanent And Shaft Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Forklift: 3000 Lbs And Over With Attachments	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Forklifts: Under 3000 Lbs. With Attachments	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Gradechecker/stakeman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Guardrail Punch	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Horizontal/directional Drill Locator	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Horizontal/directional Drill Operator	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Hydralifts/boom Trucks Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-Underground Sewer & Water</u>	Hydralifts/boom Trucks, 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators-</u>	Loader, Overhead 8 Yards. &	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<u>Underground Sewer & Water</u>	Over				
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders, Overhead Under 6 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders, Plant Feed	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders: Elevating Type Belt	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Locomotives, All	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Material Transfer Device	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Motor Patrol Graders	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Overhead, Bridge Type: 100 Tons And Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pavement Breaker	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pile Driver (other Than Crane Mount)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Plant Oiler - Asphalt, Crusher	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Posthole Digger, Mechanical	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Power Plant	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pumps - Water	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Quad 9, Hd 41, D10 And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Remote Control Operator On Rubber Tired Earth Moving	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Equipment				
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rigger And Bellman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rigger/Signal Person, Bellman (Certified)	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rollagon	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Roller, Other Than Plant Mix	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Roller, Plant Mix Or Multi-lift Materials	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Roto-mill, Roto-grinder	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Saws - Concrete	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Scraper, Self Propelled Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Scrapers - Concrete & Carry All	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Scrapers, Self-propelled: 45 Yards And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Service Engineers - Equipment	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shotcrete/gunite Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Slipform Pavers	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Spreader, Topsider & Screedman	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Subgrader Trimmer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tower Bucket Elevators	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tower Crane Up To 175' In Height Base To Boom	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tower Crane: over 175' through 250' in height, base to boom	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>

King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tower Cranes: over 250' in height from base to boom	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Transporters, All Track Or Truck Type	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Trenching Machines	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Truck Crane Oiler/driver - 100 Tons And Over	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Truck Crane Oiler/driver Under 100 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Truck Mount Portable Conveyor	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Welder	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Wheel Tractors, Farmall Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Equipment Operators- Underground Sewer & Water</u>	Yo Yo Pay Dozer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Power Line Clearance Tree Trimmers</u>	Journey Level In Charge	\$45.75	<u>5A</u>	<u>4A</u>	
King	<u>Power Line Clearance Tree Trimmers</u>	Spray Person	\$43.38	<u>5A</u>	<u>4A</u>	
King	<u>Power Line Clearance Tree Trimmers</u>	Tree Equipment Operator	\$45.75	<u>5A</u>	<u>4A</u>	
King	<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer	\$40.84	<u>5A</u>	<u>4A</u>	
King	<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer Groundperson	\$30.74	<u>5A</u>	<u>4A</u>	
King	<u>Refrigeration & Air Conditioning Mechanics</u>	Journey Level	\$74.36	<u>6Z</u>	<u>1G</u>	
King	<u>Residential Brick Mason</u>	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>	
King	<u>Residential Carpenters</u>	Journey Level	\$28.20		<u>1</u>	
King	<u>Residential Cement Masons</u>	Journey Level	\$22.64		<u>1</u>	
King	<u>Residential Drywall Applicators</u>	Journey Level	\$40.64	<u>5D</u>	<u>4C</u>	
King	<u>Residential Drywall Tapers</u>	Journey Level	\$54.07	<u>5P</u>	<u>1E</u>	
King	<u>Residential Electricians</u>	Journey Level	\$30.44		<u>1</u>	
King	<u>Residential Glaziers</u>	Journey Level	\$38.40	<u>7L</u>	<u>1H</u>	
King	<u>Residential Insulation Applicators</u>	Journey Level	\$26.28		<u>1</u>	
King	<u>Residential Laborers</u>	Journey Level	\$23.03		<u>1</u>	
King	<u>Residential Marble Setters</u>	Journey Level	\$24.09		<u>1</u>	
King	<u>Residential Painters</u>	Journey Level	\$24.46		<u>1</u>	
King	<u>Residential Plumbers & Pipefitters</u>	Journey Level	\$34.69		<u>1</u>	
King	<u>Residential Refrigeration & Air Conditioning Mechanics</u>	Journey Level	\$74.36	<u>6Z</u>	<u>1G</u>	
King	<u>Residential Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$43.46	<u>7F</u>	<u>1R</u>	

King	<u>Residential Soft Floor Layers</u>	Journey Level	\$44.11	<u>5A</u>	<u>3D</u>	
King	<u>Residential Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$42.73	<u>5C</u>	<u>2R</u>	
King	<u>Residential Stone Masons</u>	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>	
King	<u>Residential Terrazzo Workers</u>	Journey Level	\$47.46	<u>5A</u>	<u>1M</u>	
King	<u>Residential Terrazzo/Tile Finishers</u>	Journey Level	\$21.46		<u>1</u>	
King	<u>Residential Tile Setters</u>	Journey Level	\$25.17		<u>1</u>	
King	<u>Roofers</u>	Journey Level	\$46.46	<u>5A</u>	<u>3H</u>	
King	<u>Roofers</u>	Using Irritable Bituminous Materials	\$49.46	<u>5A</u>	<u>3H</u>	
King	<u>Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$72.83	<u>7F</u>	<u>1E</u>	
King	<u>Shipbuilding & Ship Repair</u>	Boilermaker	\$40.87	<u>7M</u>	<u>1H</u>	
King	<u>Shipbuilding & Ship Repair</u>	Carpenter	\$40.41	<u>7T</u>	<u>2B</u>	
King	<u>Shipbuilding & Ship Repair</u>	Electrician	\$41.43	<u>7T</u>	<u>4B</u>	
King	<u>Shipbuilding & Ship Repair</u>	Heat & Frost Insulator	\$63.18	<u>5J</u>	<u>1S</u>	
King	<u>Shipbuilding & Ship Repair</u>	Laborer	\$41.47	<u>7T</u>	<u>4B</u>	
King	<u>Shipbuilding & Ship Repair</u>	Machinist	\$41.46	<u>7T</u>	<u>4B</u>	
King	<u>Shipbuilding & Ship Repair</u>	Operator	\$41.39	<u>7T</u>	<u>4B</u>	
King	<u>Shipbuilding & Ship Repair</u>	Painter	\$41.42	<u>7T</u>	<u>4B</u>	
King	<u>Shipbuilding & Ship Repair</u>	Pipefitter	\$41.40	<u>7T</u>	<u>4B</u>	
King	<u>Shipbuilding & Ship Repair</u>	Rigger	\$41.48	<u>7T</u>	<u>4B</u>	
King	<u>Shipbuilding & Ship Repair</u>	Sheet Metal	\$41.43	<u>7T</u>	<u>4B</u>	
King	<u>Shipbuilding & Ship Repair</u>	Shipfitter	\$41.48	<u>7T</u>	<u>4B</u>	
King	<u>Shipbuilding & Ship Repair</u>	Trucker	\$41.32	<u>7T</u>	<u>4B</u>	
King	<u>Shipbuilding & Ship Repair</u>	Warehouse	\$41.37	<u>7T</u>	<u>4B</u>	
King	<u>Shipbuilding & Ship Repair</u>	Welder/Burner	\$41.48	<u>7T</u>	<u>4B</u>	
King	<u>Sign Makers & Installers (Electrical)</u>	Sign Installer	\$22.92		<u>1</u>	
King	<u>Sign Makers & Installers (Electrical)</u>	Sign Maker	\$21.36		<u>1</u>	
King	<u>Sign Makers & Installers (Non-Electrical)</u>	Sign Installer	\$27.28		<u>1</u>	
King	<u>Sign Makers & Installers (Non-Electrical)</u>	Sign Maker	\$33.25		<u>1</u>	
King	<u>Soft Floor Layers</u>	Journey Level	\$44.11	<u>5A</u>	<u>3D</u>	
King	<u>Solar Controls For Windows</u>	Journey Level	\$12.44		<u>1</u>	
King	<u>Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$70.14	<u>5C</u>	<u>1X</u>	
King	<u>Stage Rigging Mechanics (Non Structural)</u>	Journey Level	\$13.23		<u>1</u>	
King	<u>Stone Masons</u>	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>	
King	<u>Street And Parking Lot Sweeper Workers</u>	Journey Level	\$19.09		<u>1</u>	
King	<u>Surveyors</u>	Assistant Construction Site Surveyor	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>

King	<u>Surveyors</u>	Chainman	\$55.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Surveyors</u>	Construction Site Surveyor	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	<u>Telecommunication Technicians</u>	Journey Level	\$22.76		<u>1</u>	
King	<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$37.60	<u>5A</u>	<u>2B</u>	
King	<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$20.79	<u>5A</u>	<u>2B</u>	
King	<u>Telephone Line Construction - Outside</u>	Installer (Repairer)	\$36.02	<u>5A</u>	<u>2B</u>	
King	<u>Telephone Line Construction - Outside</u>	Special Aparatus Installer I	\$37.60	<u>5A</u>	<u>2B</u>	
King	<u>Telephone Line Construction - Outside</u>	Special Apparatus Installer II	\$36.82	<u>5A</u>	<u>2B</u>	
King	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Heavy)	\$37.60	<u>5A</u>	<u>2B</u>	
King	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$34.94	<u>5A</u>	<u>2B</u>	
King	<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$34.93	<u>5A</u>	<u>2B</u>	
King	<u>Telephone Line Construction - Outside</u>	Television Groundperson	\$19.73	<u>5A</u>	<u>2B</u>	
King	<u>Telephone Line Construction - Outside</u>	Television Lineperson/Installer	\$26.31	<u>5A</u>	<u>2B</u>	
King	<u>Telephone Line Construction - Outside</u>	Television System Technician	\$31.50	<u>5A</u>	<u>2B</u>	
King	<u>Telephone Line Construction - Outside</u>	Television Technician	\$28.23	<u>5A</u>	<u>2B</u>	
King	<u>Telephone Line Construction - Outside</u>	Tree Trimmer	\$34.93	<u>5A</u>	<u>2B</u>	
King	<u>Terrazzo Workers</u>	Journey Level	\$47.46	<u>5A</u>	<u>1M</u>	
King	<u>Tile Setters</u>	Journey Level	\$21.65		<u>1</u>	
King	<u>Tile, Marble & Terrazzo Finishers</u>	Finisher	\$38.29	<u>5A</u>	<u>1B</u>	
King	<u>Traffic Control Stripers</u>	Journey Level	\$43.73	<u>7A</u>	<u>1K</u>	
King	<u>Truck Drivers</u>	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$51.25	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	<u>Truck Drivers</u>	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$50.41	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	<u>Truck Drivers</u>	Dump Truck & Trailer	\$51.25	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	<u>Truck Drivers</u>	Dump Truck (W. WA-Joint Council 28)	\$50.41	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	<u>Truck Drivers</u>	Other Trucks (W. WA-Joint Council 28)	\$51.25	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	<u>Truck Drivers</u>	Transit Mixer	\$43.23		<u>1</u>	
King	<u>Well Drillers & Irrigation Pump Installers</u>	Irrigation Pump Installer	\$17.71		<u>1</u>	
King	<u>Well Drillers & Irrigation Pump</u>	Oiler	\$12.97		<u>1</u>	

	<u>Installers</u>				
King	<u>Well Drillers & Irrigation Pump</u> <u>Installers</u>	Well Driller	\$18.00	1	

Benefit Code Key – Effective 3/2/2016 thru 8/30/2016

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.

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

Overtime Codes Continued

- I. 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.

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, 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 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.

Overtime Codes Continued

3.
 - D. 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 15% over the hourly rate of wage. All other hours worked after 6:00 am 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.
 - 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.
 - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) 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 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.
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 four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- 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.

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).

Holiday Codes Continued

5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- 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).

Holiday Codes Continued

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- 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.

Benefit Code Key – Effective 3/2/2016 thru 8/30/2016

Holiday Codes Continued

7. 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.
- 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.

Note Codes

8. A. In addition to the hourly wage and fringe benefits, the following 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 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet
Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet
Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet

Benefit Code Key – Effective 3/2/2016 thru 8/30/2016

Note Codes Continued

8. C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet
Over 200' -Divers May Name Their Own Price
- 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.
- R. 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.
- 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.

APPENDIX C
PERMIT AND AGENCY APPROVALS

City of Federal Way
 Public Works Department
 33325 8th Ave S
 Federal Way, WA 98003
 Ph: (253) 835-2700 Fax: (253) 835-2709

Job Start: _____
 Contact: _____
 (or called by) _____
 Final: _____

ROW - Public
Permit #: 16-101350-00-AR
Call Job Start #: (253) 835-2725

Project Name: **SWM MARINE HILLS STORMWATER REPAIR**

Project Address: **S MARINE HILLS WAY**

Parcel Number:

Project Description: **Repair storm sewer pipes and structures at 9 locations in Marine Hills neighborhood (map & list attached). Pipe size varies from 8" to 12". Length of repair varies as well from site to site, 9' to 30'. Pavement cut & sidewalk removal required. Approx 30-35 days work.**

<u>Owner</u>	<u>Applicant</u> FEI TANG CITY OF FEDERAL WAY - PW/SWM 33325 8TH AVE S FEDERAL WAY WA 98003	<u>Contractor</u> TBD - NOT YET SELECTED
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CONDITIONS:

- * Call 811 For Underground Utility Locates Prior To Excavation In City Right Of Ways
- * Permittee Must Notify Public Works @ 253-835-2725 24 Hours Prior To Job Start. Call In Each Morning Thereafter When Crew Will Be Working In ROW. Failure To Do So Will Result In A Penalty Fee And A Stop Work Order May Be Issued.
- * Notify Residents of Work To Be Performed If Frontage Will Be Affected or Located. Do Not Block Driveway Access. Coordinate With Affected Residents To Restore Disturbed Landscaping.
- * Provide Traffic Control In Accordance With WSDOT Standard Plans And The MUTCD.
- * Work hours TBD by SWM Project Engineer
- * Crew must have copy of right of way permit & traffic control plan on job site at all times.
- * Do Not Store Equipment Or Materials In The Right-Of-Way Without Permission Of The City Engineer or Representative.
- * Backfill in ROW to be 100% crushed rock; export native material.
- * Call 24 Hrs Prior To Any Concrete Curb, Gutter, Sidewalk Pour For Form Inspection. Concrete Shall Be Class 3000, WSDOT spec 8-14. Minimum 4" Depth. Use Felt Expansion Joint, No Monolithic Pour Permitted. Vandalized concrete must be replaced.
- * Close All Pavement Cuts, Areas Of Sidewalk Removal & Trenches With Backfill & Temporary Patch Or Cover With A Steel Plate Anchored At Edges When Not Working. Post required signage if plating.
- * Pavement Cut Restoration: Backfill with 100% crushed surfacing compacted to 95% density, Sawcut Edges, No waste water from the sawcutting operation shall be released directly to any stream or storm sewer system. Patch With Minimum 3" Depth HMA or Match Existing Pavement Section If Thicker, Seal Edges.
- * Any Deviation Of The Approved Plans Must Be Resubmitted To The City For Approval.
- * Restore R.O.W. Landscape, i.e. Bark, Shrubbery, Irrigation, etc., to Existing Or Better Condition.
- * Failure To Comply With Terms & Conditions Of Permit Will Result In A Stop Work Order And/Or Permit May Be Revoked.
- * See Attachment II. General Terms & Conditions Related To Right Of Way Permit.
- * Immediately notify 911 Emergency Services and the Operator of the affected utility when damage occurs to a gas line or other hazardous substance which potentially endangers life, health, or property.
- * Notify Public Works Department If Damage Occurs To A Utility Or Storm System.
- * No Work On Weekends, Holidays Or During Non Working Hours Unless Approved In Advance By Public Works & Community Development. Variance Required Per Ord 09-608
- * Provide Schedule Of Work & Staging Area Information Prior To Beginning Of Construction.
- * Clean & Secure Construction Area At The End Of Each Work Day.
- * Notify Public Works @ 253-835-2725 To Close Permit When All Work Is Complete.

PERMIT EXPIRES Wednesday, September 14, 2016

Permit Issued on Friday, March 18, 2016

I hereby certify that the above information is correct and that the construction on the above described property and the occupancy and the use will be in accordance with the laws, rules and regulations of the State of Washington and the City of Federal Way.

Owner or agent: _____

Date: _____

RIGHT OF WAY PERMIT GENERAL TERMS & CONDITIONS

1. **Performance of work** – All construction, excavation, installation, maintenance, and restoration (“Work”) to be performed in connection with this Permit shall be done in conformance with all applicable federal, state, and local laws and all City ordinances, codes, resolutions, regulations, standards, and procedures, as now or hereafter amended, including, but not limited to the following:
 - 1.1 **Traffic Controls.** Traffic controls, signs, road obstructions, barricades, and traffic plans shall be in accordance with the Section K of the Washington State Standard Plans and Part VI of the Manual on Uniform Traffic Control Devices. In addition, multi-lane roads require sequential arrow board(s). Lane closure permitted between 8:30am & 3:00pm only.
 - 1.2 **City Standards.** All Work shall be in accordance with the Federal Way Development Standards or when applicable KC Road Standards, Standards and Specifications for Road, Bridge and Municipal Construction, as amended, and subject to the approval of the Public Works Director, or the Director’s designee.
 - 1.3 **Plans.** The Permit shall be accompanied by plans (“Plans”) drawn to working scale; commonly twenty feet (20’) equals one inch (1”). The Plans shall describe the nature and location of the Work, specifying the names and/or numbers and widths of any affected rights-of-way. The Plans shall specify the location of existing utility facilities including storm drainage systems and specify the type of construction in detail. The Plans shall be approved by the Public Works Director or the Director’s designee prior to the issuance of this Permit. **Any deviation from the Plans may be made only after Permittee has submitted revised plans showing the proposed revisions, which revised plans must be approved by the Public Works Director or the Director’s designee prior to commencement of the modified Work.**
 - 1.4 **Pavement - Material Specifications.** All hard surface roads are to be jacked or bored, unless otherwise agreed to in writing by the Public Works Director or the Director’s designee. Asphalt to be neat line saw cut one (1) foot back from the edge of the trench. Restoration of the right of way surface shall either include 100% crushed surfacing top course or CDF and three (3”) inches of hot mix asphalt or be replaced to the original condition if thicker, at the City’s sole discretion. Concrete is not to be used in travel lanes. All materials and compaction shall be in accordance with the “Standards and Specifications for Road, Bridge, and Municipal Construction,” as amended. HMA ½” 64-22, 1” 58-22. SUPERPAVE.
 - 1.5 **Backfill Materials.** All trenches in the right of way shall be backfilled with 100% 5/8” crushed rock. When trench width is 18 inches or less, and is within the traveled way, trench will be backfilled with control density backfill (self compacted flowable fill) Class B as defined by Washington Aggregates and Concrete Association. The aggregate will be 3/8 inch minus.
 - 1.6 **Storage of Equipment & Materials.** Equipment and materials are not to be stored in the right of way unless approved in writing by the City of Federal Way.
 - 1.7 **Sidewalk/Driveway.** Whenever part of a square or slab of existing concrete sidewalk or driveway is cut or damaged, the entire square or slab shall be removed and replaced. All materials and compaction shall be in accordance with the City of Federal Way Development Standards. Wheel Chair Ramps must be replaced to meet ADA Standards. Concrete may not be placed in temperatures at or below freezing. 3000 psi. Maximum concrete accelerator .5%. Calcium is not permitted. No monolithic pours allowed.
 - 1.8 **Bury Depth.** All underground utility lines must have a minimum thirty-six (36”) inch cover from finished grade, ditch bottom, or natural ground.
 - 1.9 **Pre-Construction Meeting.** In the event the City requires a pre-construction meeting, the necessity of such meeting is to be at the City’s sole discretion. Permittee shall be responsible for scheduling the meeting at least five (5) working days prior to the commencement of the Work.
 - 1.10 **Hours of Operation.** Permittee may only perform work in the right of way between the hours of 8:30a.m. and 3:00p.m., Monday through Friday, unless different hours of operation are approved in writing by the City. No Work Is Permitted In The ROW On Weekends Or Holidays Observed By The City.
 - 1.11 **Removal of Trees.** Permittee shall not clear, remove or disturb any trees or vegetation in the right of way without submitting a revegetation and erosion control plan, in form and content acceptable to the City.
2. **NOTICE TO PUBLIC WORKS** – Permittee shall notify the Public Works Department at least twenty-four (24) hours, but not more than Seventy-two (72) hours, prior to commencing the Work. Crew must call permit # and work location each morning they are to be working in town to verify the start of work. Failure to provide such notice will result in the assessment of a **job start penalty charge per each occurrence**, in addition to any other fees provided for in this Permit.
3. **PENALTIES-** Penalties up to One Thousand Dollars (\$1,000.00) per day may be imposed by the City, payable on demand, if Permittee delays restoration, relocation, or removal of facilities beyond the time limits prescribed by the City pursuant to paragraphs 4, 5, 6, 7 or 8 herein or otherwise, or fails to complete the Work in a workmanlike manner, at the city’s sole discretion, or to complete the work prior to the expiration of this Permit, unless an extension has been granted. This penalty shall not constitute liquidated damages or an election of remedies by the City, but will be in addition to any other remedies available to the City at law, in equity, or by statute.
4. **CITY’S RIGHT TO COMPLETE WORK-** The City reserves the right to complete the Work, relocate or remove the facilities pursuant to paragraphs 5, 6, 7 or 8 herein or otherwise, and upon demand, Permittee shall pay to the City an amount equal to all of the City’s costs and expenses in performing such work.
5. **RESTORATION-** After completion of work authorized by this permit, the Permittee shall restore the right of way at its sole cost and expense, to a condition which is equivalent to or better than the condition of the right of way prior to commencing the Work and to a condition satisfactory to the City within 30 days. Permittee shall repair the damage at its sole cost and expense, without delay or interruption and within the time period prescribed by the City.
6. **REPAIRING DAMAGE BY PERMITTEE-** In the event that the Permittee in the course of performing the Work causes damage of any kind, Permittee shall repair the damage at its sole cost and expense, without delay or interruption and within the time period prescribed by the City.
7. **RIGHTS RESERVED TO THE CITY – REMOVAL OF FACILITIES** – The City reserves the right to use, occupy and enjoy its property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the right of way, or developing, improving, repairing, or altering the right of way. Upon the City’s demand, the Permittee will, at its sole cost and expense, remove, repair, relocate, change, or reconstruct such facilities or installations pursuant to the City’s instructions and within the time period prescribed by the City.

8. **ABATEMENT OF UNSAFE CONDITIONS-** The City may, at any time and in its sole discretion, perform all work necessary to restore to a safe condition, any right of way left by the Permittee in a dangerous condition to life or property. Upon demand, the Permittee shall pay to the City all costs and expenses of such work.
9. **BUSINESS LICENSE** – Per Federal Way Revised Code section 12, all contractors/businesses performing work in the City of Federal Way must possess a valid City of Federal Way business license.
10. **PAYMENT OF FEES** – Permittee shall pay to the City immediately upon receipt of the City’s monthly invoice, all costs and expenses involved in administering this Permit, including, but not limited to, a permit fee and hourly rate charges for plan review and inspection of the Work.
11. **PERMIT REVOCATION** – This permit is revocable at any time by the City. The right to revoke is expressly reserved to the City.
12. **TERMINATION OF PERMIT** – In the event the City does not revoke this Permit pursuant to paragraph 11, this Permit expires on the date set forth on the cover page of this Permit; provided, however, that the Public Works Director or the Director’s designee may grant up to a six-month extension to this Permit, at his or her sole discretion, and only in the event the Permittee makes written application for an extension, pays all fees in advance, and has been found to have fully complied with all of the conditions and requirements of this Permit.
13. **INDEMNIFY AND HOLD HARMLESS** – The Permittee agrees to indemnify and hold harmless the City and its appointed and elected officials, officers, employees, agents, and volunteers from and against liability for all assessments, claims, demands, suits, and judgements, including costs and attorney fees, for injury to persons, death, or by Permittee’s breach of this permit. In the event it is determined that RCW 4.24.115 applies to this Permit, the Permittee agrees to defend, hold harmless, and indemnify the City to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the City to the full extent of Permittee’s negligence. Permittee agrees to defend, indemnify, and hold harmless the City for claims by Permittee’s employees and agrees to waive its immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties, unless such claim is caused by the City’s negligence.
14. **NOTICE** – Permittee shall notify all property owners adjoining or in proximity to the right of way and all utility companies having facilities or installations in the right of way when such property may be exposed to the possibility of injury or damage. Permittee shall make all arrangements necessary to protect such property or utility from injury or damage. Coordinate with property owners for access during construction.
15. **TITLE** – This permit grants only the right to use the City’s interest in the right of way. The granting of this Permit is not a warranty that good title to any specific property is vested in the City.
16. **INSURANCE** – The Permittee shall procure and maintain, for the duration of this permit, the following insurance:
- 16.1 **Minimum Limits of Insurance.** In the case of a contractor performing the work, comprehensive general liability insurance, in form approved by the City, with limits of liability not less than \$500,000 per occurrence and \$2,000,000 in the aggregate for personal injury, including death, and property damage. In the case of a homeowner performing the work on their own property, homeowners insurance in form acceptable to the City, with limits of liability not less than \$300,000 for personal injury, including death, and property damage.
- 16.2 **Deductibles and Self-Insured Retentions.** The City must approve all deductible or self-insured retention. At the option of the City, Permittee shall reduce or eliminate any such deductibles or self-insured retentions.
- 16.3 **Mandatory Insurance Provisions.** Each policy shall contain, or be endorsed to contain, the following provisions:
- (i) The City, its officers, officials, employees and volunteers are to be named as additional insured;
- (ii) Coverage shall state that the Permittee’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability;
- (iii) Coverage shall not be suspended, cancelled or reduced in coverage or in limits except after thirty (30) days prior written notice to the City by certified mail, and return receipt requested; and
- (iv) Coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance by the City, its officers, officials, employees, or volunteers shall be in excess of the Permittee’s, insurance and shall not contribute with it.
- 16.4 **Verification of Coverage.** Permittee shall furnish the Public Works Department with Certificate(s) of Insurance and with original endorsement(s) affecting evidencing the coverage’s required by this permit. The certificate and endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf and are to be received and approved by the City before this Permit shall be issued. At the City’s request, Permittee shall deliver certified copies of all required insurance policies.
17. **BONDS OR ASSIGNMENT OF FUNDS** – The Permittee shall delivery to the City, inform satisfactory to the City, prior to the issuance of this Permit, either a Bond to Perform Work on City Rights of Way, or an assignment of Funds and Bank Certification in Lieu of Bond, in an amount not less than Ten Thousand Dollars and No/100 (\$10,000), in favor of the City.
18. **ANTI-DISCRIMINATION** – In all hiring or employment made possible or resulting from this Permit and in all benefits of any services or activities resulting from this Permit, Permittee shall not discrimination against any person because of race, color, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained dog-guide by a blind or deaf person unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Permittee shall not violate any of the terms of RCW 49.60, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination. Any violation of this provision shall be grounds for termination of this Permit and may result in ineligibility for further permits.
19. **NON-EXCLUSIVE RIGHT** – This permit shall not be deemed to be an exclusive right. It does not prohibit the City from granting any other permits to other public or private entities, and it does not prevent the City from using any affected right of way or affect its jurisdiction over any part of the right of way.
20. **REMEDIES NOT EXCLUSIVE** – No remedy provided for by this Permit shall be deemed exclusive, but shall be deemed cumulative and in addition to every other remedy available to the City existing at law, in equity or by statute.
21. **NO ASSIGNMENT** – This Permit shall not be assigned by Permittee to any person or entity without the written consent of the City, which consent may be withheld for any reason.

****SPECIAL TERMS & CONDITIONS AS PRINTED ON PERMIT - FAILURE TO COMPLY WILL RESULT IN STOP WORK ORDER**



**CITY OF
Federal Way**
RIGHT OF WAY PERMIT APPLICATION
DEPARTMENT OF PUBLIC WORKS
33325 8TH AVENUE SOUTH - FEDERAL WAY, WA 98003
PHONE 253-835-2725 FAX 253-835-2709

PW DATE STAMP	Permit # 16-101350
	PROJECT NAME/JOB NUMBER Marine Hills SW conveyance Repair
	WORK TYPE/DESCRIPTION: Storm Repair

APPLICANT City of Federal Way, SWM Division	CONTRACTOR To Be Determined
CONTACT PERSON Fei Tang	
MAILING ADDRESS 33325 8 th Ave S	CITY, STATE & ZIP
CITY, STATE & ZIP Federal Way, WA 98003	PHONE(S)
PHONE(S) 253-835-2751	WA STATE CONTRACTOR'S LICENSE # & EXP DATE
Email Fei.tang@cityoffederalway.com	Email

Project Address, Parcel # or Location:
Marine Hills

Description of Project - Include size, length & type of material, duration of project, attach additional sheet if needed
Repair storm sewer pipes at nine (9) different locations in Marine Hills neighborhood. Pipe size varies from 8" to 12". Length of repair varies from 9 ft to 35 ft. Duration of the project may take up to 30 working days.

Proposed Start Date: / 08 / 2016 **Projected Number of Working Days :** up to 30 days

Pavement or Hard Surface Cut Required? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> Pavement Cut Size & #: _____ <input checked="" type="checkbox"/> Sidewalk Removal # Panels: _____	<input type="checkbox"/> No Traffic Impact <input checked="" type="checkbox"/> Lane Closure <input checked="" type="checkbox"/> Shoulder Work <input checked="" type="checkbox"/> Sidewalk Closed * Provide Traffic Control Plan *
<input checked="" type="checkbox"/> Trench in soft surface (dirt, grass, etc) Feet: _____ <input type="checkbox"/> Push or Bore Feet: _____ <input type="checkbox"/> Utility Pothole? Show type & location on plan	Conduit/Pipe Size <u>8" - 12"</u> Length <u>9' - 35'</u> Aerial Install? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Length _____ Pole Install? Include Pole Certification form

I certify under penalty of perjury that I am the property owner or authorized agent of the property owner/utility franchise. I certify that to the best of my knowledge, the information submitted in support of this permit application is true & correct. I certify that I will comply with all applicable City of Federal Way regulations pertaining to the work authorized by the issuance of a permit. I understand that the issuance of a permit does not remove the owner's responsibility for compliance with local, state, or federal laws regulating construction or environmental laws.

I further agree to hold harmless the City of Federal Way as to any claim (including costs, expense, and attorneys' fees incurred in the investigation and defense of such claim), which may be made by any person, including its officers and employees, upon the accuracy of the information supplied to the city as part of this application.

Signature: _____ **Date:** 3/10/16 PLEASE SIGN & DATE

Print Name: Fei Tang

** INCOMPLETE APPLICATIONS WILL BE RETURNED **

Required Submittals: Site Plan Traffic Control Plan Application Fee Bid Insurance Certificate

Call ONE CALL for locates 2 working days before you dig or drill. "It's the law" 811 (RCW 19.122)

Do Not Write Below This Line

ATLAS PAGE	SEQUENCE	LYM / RATING		MITIGATION?	AMOUNT
WIDTH	CURB TYPE	SIDEWALK	BUS/DW/PED	STORM	OTHER
REVIEWER(S)	RELATED PERMIT#	BOND	RSN		

Notes for Figure 6H-28—Typical Application 28 Sidewalk Detour or Diversion

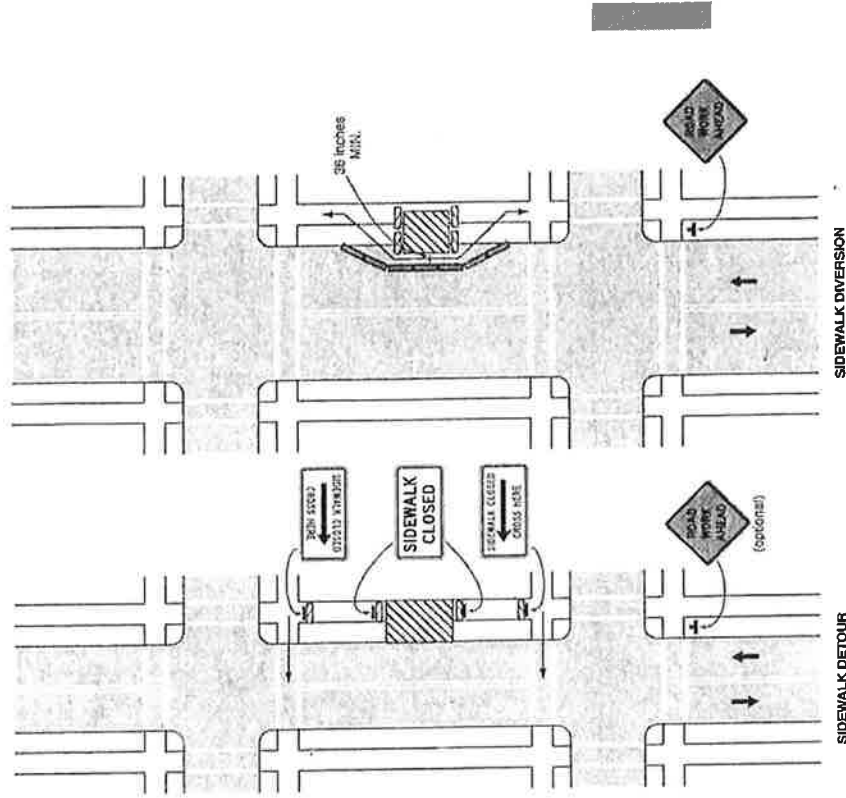
Standard:

1. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where high speeds are anticipated, a temporary traffic barrier and, if necessary, a crash cushion should be used to separate the temporary sidewalks from vehicular traffic.
3. Audible information devices should be considered where midblock closings and changed crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.

Option:

4. Street lighting may be considered.
5. Only the TTC devices related to pedestrians are shown. Other devices, such as lane closure signing or ROAD NARROWS signs, may be used to control vehicular traffic.
6. For nighttime closures, Type A Flashing warning lights may be used on barricades that support signs and close sidewalks.
7. Type C Steady-Burn or Type D 360-degree Steady-Burn warning lights may be used on channelizing devices separating the temporary sidewalks from vehicular traffic flow.
8. Signs, such as KEEP RIGHT (LEFT), may be placed along a temporary sidewalk to guide or direct pedestrians.

Figure 6H-28. Sidewalk Detour or Diversion (TA-28)

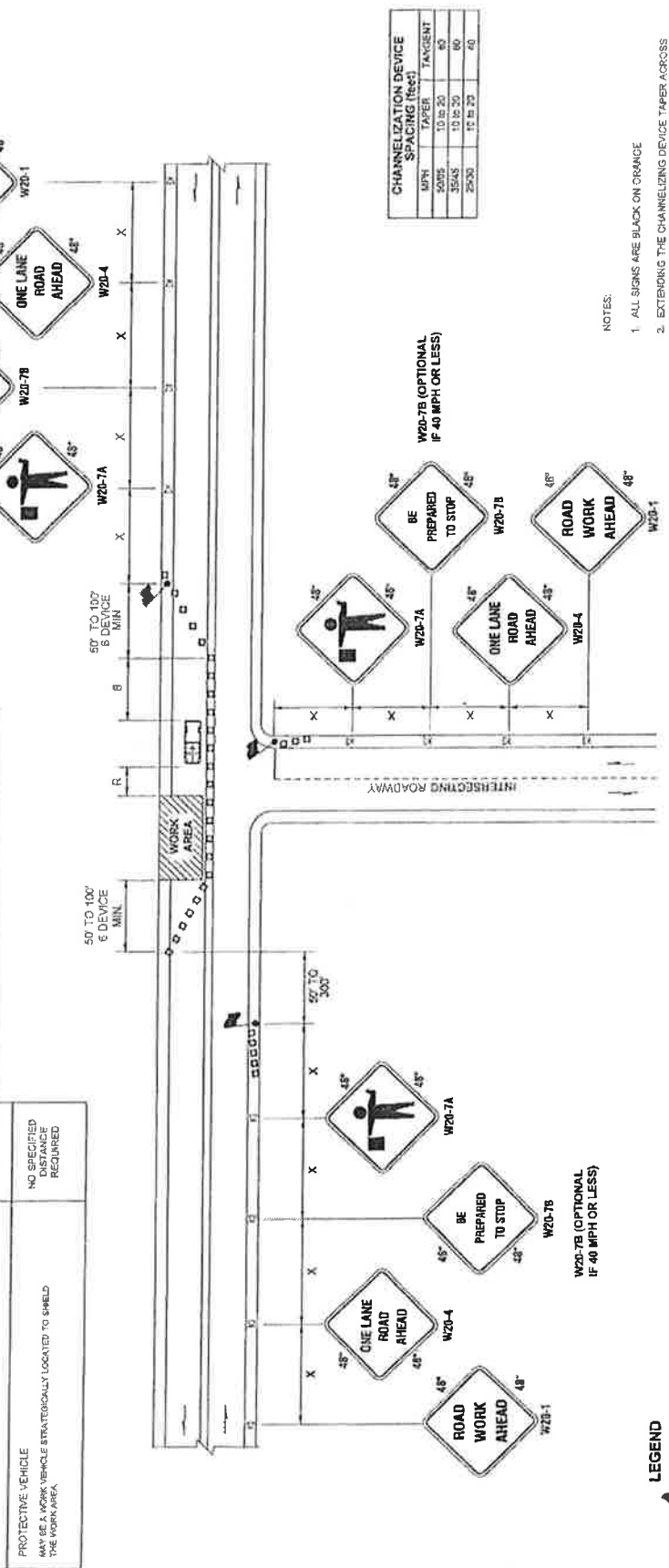


Typical Application 28

Note: See Tables 6H-3 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

SIGN SPACING = X (f)	
RURAL HIGHWAYS	50 / 95 MPH 800 ±
RURAL ROADS	45 / 65 MPH 500 ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH 350 ±
URBAN ARTERIALS	25 / 30 MPH 200 ± (2)
RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH 200 ± (2)
URBAN STREETS	25 / 30 MPH OR LESS 100 ± (2)

BUFFER DATA	
LONGITUDINAL BUFFER SPACE = B	
SPEED (MPH)	25 30 35 40 45 50 55 60 65 70
LENGTH (ft/ft)	150 200 250 300 350 400 450 500 550 600
BUFFER VEHICLE ROLL AHEAD DISTANCE = R	
TRANSPORTABLE ATTENUATOR	30 FEET MIN
MINIMUM HOST VEHICLE WEIGHT IS 90 LBS. THE MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION.	100 FEET MAX
PROTECTIVE VEHICLE	NO SPECIFIED DISTANCE REQUIRED
MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.	



CHANNELIZATION DEVICE SPACING (ft/ft)	
MPH	TAPER TANGENT
50/65	10 to 20
50/65	10 to 20
35/45	10 to 20
25/30	10 to 20
25/30	10 to 20

- NOTES:
- ALL SIGNS ARE BLACK ON ORANGE
 - EXTENDING THE CHANNELIZATION DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED
 - NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
 - SEE SPECIAL PROVISIONS FOR WORK-HOUR RESTRICTIONS

ONE-LANE, TWO-WAY TRAFFIC CONTROL WITH FLAGGERS

NOT TO SCALE

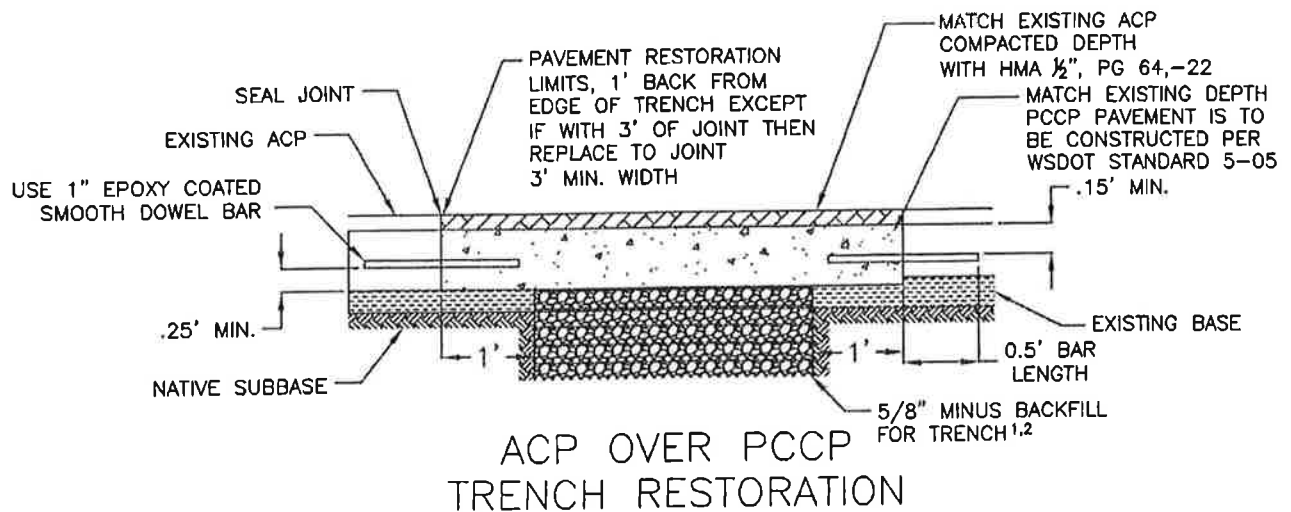
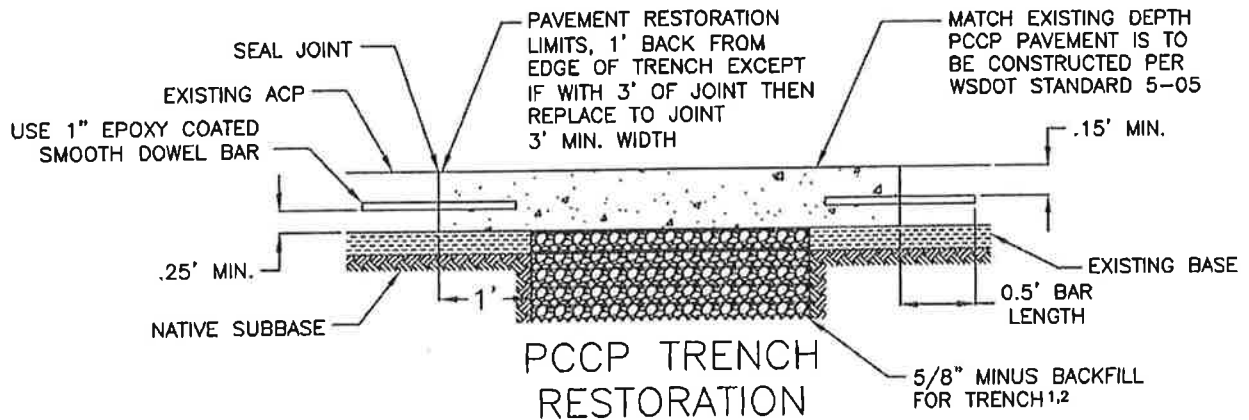
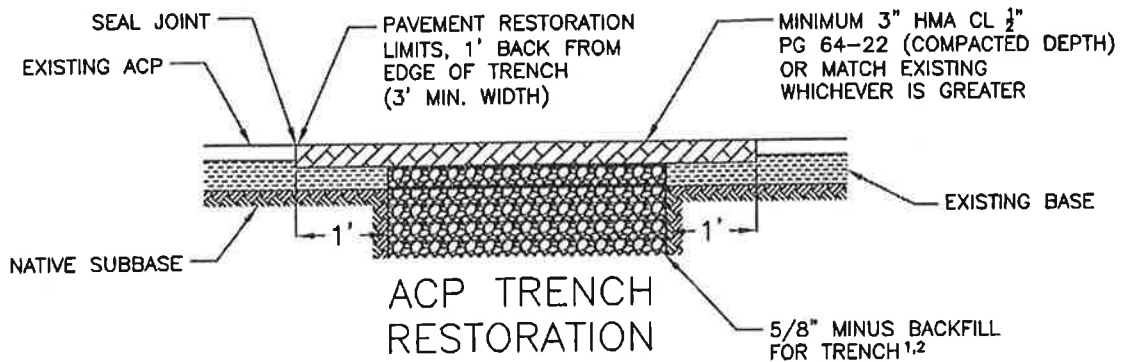
FILE NAME	DATE	DESIGNED BY	ENTERED BY	CHECKED BY	PROJECT ENGINEER	REGIONAL ADMIN
...

Washington State Department of Transportation

TRAFFIC CONTROL PLAN

Page 1 of 1

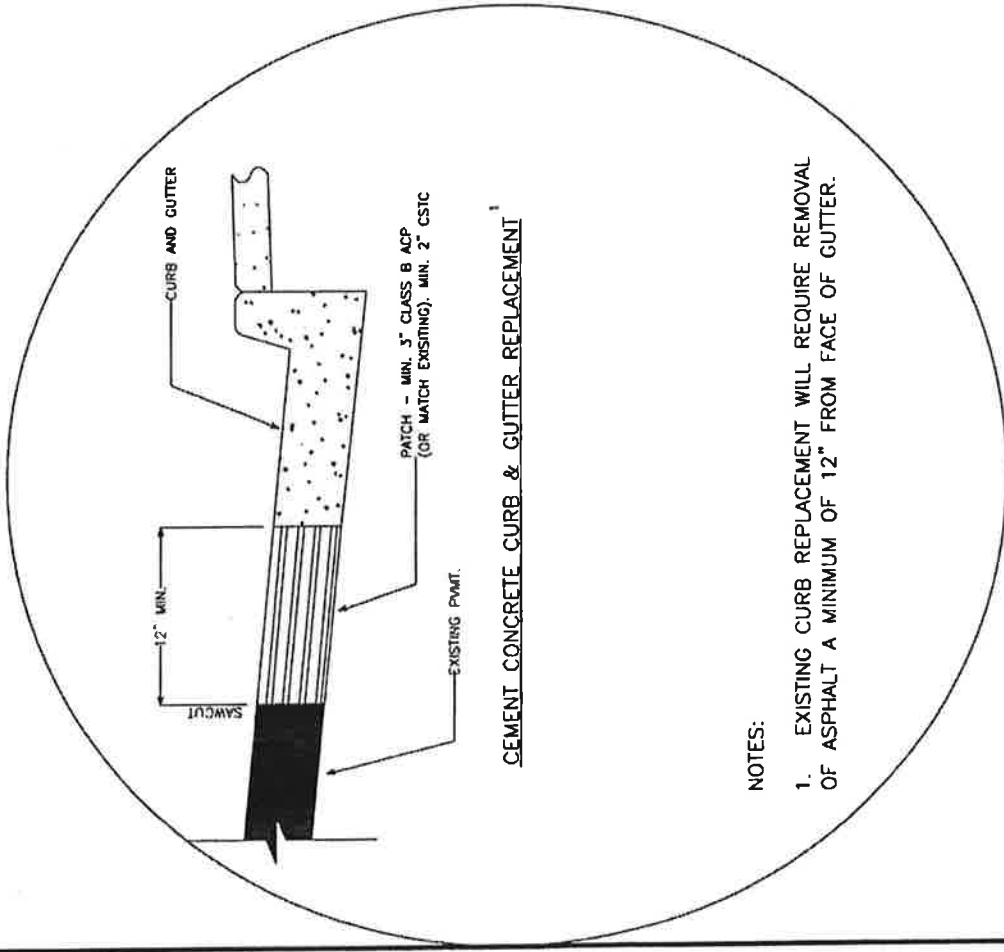
TC1



NOTES:

- 1) FOR TRENCHES LESS THAN 18" WIDE, USE 100% CDF FOR TRENCH BACKFILL.
- 2) FOR TRENCHES GREATER THAN 18" WIDE, ALL BACKFILL IN RIGHT-OF-WAY SHALL BE MIN. 5/8" CSTC.

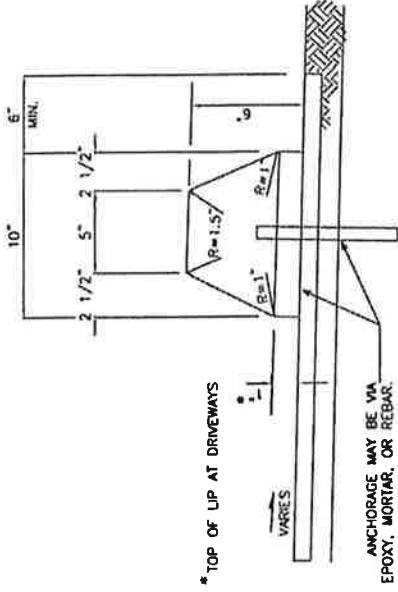
JULY 2014



CEMENT CONCRETE CURB & GUTTER REPLACEMENT

NOTES:

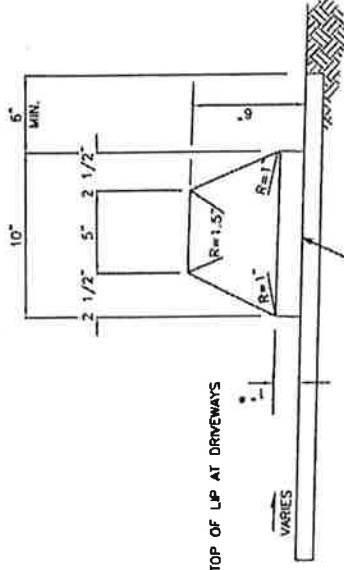
- 1. EXISTING CURB REPLACEMENT WILL REQUIRE REMOVAL OF ASPHALT A MINIMUM OF 12" FROM FACE OF GUTTER.



*TOP OF LIP AT DRIVEWAYS VARIES

ANCHORAGE MAY BE VIA EPOXY, MORTAR, OR REBAR.

EXTRUDED ASPHALT OR CEMENT CONCRETE CURB IN PRIVATE PARKING AREAS ONLY



*TOP OF LIP AT DRIVEWAYS VARIES

ANCHORAGE SHALL BE VIA EPOXY OR MORTAR. REBAR SHALL NOT BE APPROVED FOR USE IN RIGHT OF WAY.

EXTRUDED CEMENT CONCRETE CURB FOR USE IN PUBLIC RIGHT OF WAY

APRIL 2012

DWG. NO. 3-4A

CURB AND GUTTER REPLACEMENT AND EXTRUDED CURB

PUBLIC WORKS

