CITY OF OKANOGAN
COUNCIL AGENDA – SPECIAL MEETING
April 7, 2025 5:30 P.M.
Council Chambers, also available via Zoom

Meeting ID: 830 0208 9303
One tap mobile: 1-253-215-8782

1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE**

2. **APPROVAL OF AGENDA**

3. **3RD AVE PROJECT BIDS/BID PROTEST**

4. **COUNCILMEMBER'S COMMENTS**

5. **MAYOR'S COMMENTS**

6. **ADJOURNMENT**

The City of Okanogan is an equal opportunity employer and provider that strives to accommodate persons with disabilities. City Hall is ADA accessible.
Please contact the City Clerk's Office by Noon on any meeting date for assistance.

MEMORANDUM

To: Okanogan City Council, and Mayor Turner

From: Jessica Blake, Clerk Treasurer

Date: April 7, 2025

Subject: Bid Rejection JR Construction – 3rd Avenue Reconstruction and Utility Replacement Project

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On March 26, 2025 a bid opening was conducted by Gray & Osborne, Inc. on behalf of the City of Okanogan for the subject project. 6 bids were received. The supplement bidder responsibility criteria for the apparent low bidder, JR Construction, was not received by the required deadline of Friday, March 28, 2025 at noon.

The bid documents state "The apparent two lowest bidders shall submit to the Contracting Agency the completed Supplemental Bidder Criteria Forms in the Appendix by noon of the second business day following the bid submittal deadline." Also stated in the bid documents – "A bidder will be deemed not responsible if the bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350, as amended; or does not meet Supplemental Criteria 1 through 9 in this section"

RCW 39.04.350 states "If the bidder fails to supply information requested concerning responsibility within the time and manner specified in the bid documents, the state or municipality may base its determination of responsibility upon any available information related to the supplemental criteria or may find the bidder not responsible.

Suggested Motion: I move that the City of Okanogan reject the bid from JR Construction for the 3rd Avenue Reconstruction and Utility Replacement Project as not responsible.

	BIDDER			ENGINEER'S ESTIMATE		JR CONSTRUCTION		RUDNICK & SONS, LLC		PIPKIN, INC. DBA PIPKIN CONSTRUCTION		HURST CONSTRUCTION, LLC		DW EXCAVATING, INC.		SELLAND CONSTRUCTION, INC.	
	BIDDER ADDRESS					3999 St. Joe Avenue		61 East Dry Coulee Road		P.O. Box 3181		P.O. Box 990		P.O. Box 1089		P.O. Box 119	
						Post Falls, ID 83854		Okanogan, WA 98840		Wenatchee, WA 98807		Wenatchee, WA 98807		Davenport, WA 99122		Wenatchee, WA 98807	
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					910,542-00		689,664-00		879,334-00		058,747-00		600,166-00		348,394-04	
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER					JRCONC*812QK		RUDNISL820MW		PIPKIC*066JA		HURSTCL962DE		DWEXCEI856QB		SELLAC*372N0	
	BID BOND OR OTHER GOOD FAITH TOKEN					5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE A: ROADWAY RECONSTRUCTION																	
1	Mobilization, Cleanup, and Demobilization	1	LS	$83,000.00	$83,000.00	$90,000.00	$90,000.00	$25,000.00	$25,000.00	$80,000.00	$80,000.00	$75,000.00	$75,000.00	$78,400.00	$78,400.00	$110,000.00	$110,000.00
2	Apprenticeship Incentive	1	CALC	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00
3	Apprenticeship Penalty	1	CALC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4	Project Temporary Traffic Control	1	LS	$25,000.00	$25,000.00	$50,000.00	$50,000.00	$18,000.00	$18,000.00	$20,000.00	$20,000.00	$8,000.00	$8,000.00	$13,500.00	$13,500.00	$10,000.00	$10,000.00
5	Work Zone Safety Contingency	1	FA	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00
6	SPCC Plan	1	LS	$500.00	$500.00	$2,000.00	$2,000.00	$650.00	$650.00	$500.00	$500.00	$150.00	$150.00	$800.00	$800.00	$100.00	$100.00
7	Clearing and Grubbing	1	LS	$5,000.00	$5,000.00	$30,000.00	$30,000.00	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$10,000.00	$10,000.00	$9,400.00	$9,400.00	$25,000.00	$25,000.00
8	Excavation, Embankment and Grading, Incl. Haul	2,280	CY	$45.00	$102,600.00	$35.00	$79,800.00	$18.00	$41,040.00	$36.00	$82,080.00	$30.00	$68,400.00	$72.45	$165,186.00	$113.50	$258,780.00
9	Crushed Surfacing Base Course	1,700	TN	$48.00	$81,600.00	$35.00	$59,500.00	$32.70	$55,590.00	$25.00	$42,500.00	$41.00	$69,700.00	$73.28	$124,576.00	$45.00	$76,500.00
10	Crushed Surfacing Top Course	770	TN	$48.00	$36,960.00	$38.00	$29,260.00	$43.00	$33,110.00	$45.00	$34,650.00	$41.00	$31,570.00	$76.00	$58,520.00	$55.00	$42,350.00
11	Crushed Surfacing Repair	2,250	SY	$13.00	$29,250.00	$5.00	$11,250.00	$10.50	$23,625.00	$12.00	$27,000.00	$22.00	$49,500.00	$24.00	$54,000.00	$27.50	$61,875.00
12	Commercial HMA, Cl. 3/8 In. PG 64H-28	860	TN	$160.00	$137,600.00	$175.00	$150,500.00	$145.00	$124,700.00	$130.00	$111,800.00	$125.00	$107,500.00	$161.00	$138,460.00	$150.00	$129,000.00
13	Commercial HMA Pavement Repair, Type 1	380	SY	$80.00	$30,400.00	$45.00	$17,100.00	$60.00	$22,800.00	$73.00	$27,740.00	$61.00	$23,180.00	$49.00	$18,620.00	$90.00	$34,200.00
14	Storm Sewer Pipe, 12-In. Diam. (Incl. Bedding)	590	LF	$75.00	$44,250.00	$120.00	$70,800.00	$150.00	$88,500.00	$85.00	$50,150.00	$45.00	$26,550.00	$105.00	$61,950.00	$105.00	$61,950.00
15	Catch Basin, Type 1	14	EA	$2,000.00	$28,000.00	$1,800.00	$25,200.00	$3,700.00	$51,800.00	$2,500.00	$35,000.00	$2,750.00	$38,500.00	$3,880.00	$54,320.00	$2,500.00	$35,000.00
16	Catch Basin, Type 2, 48-In. Diam.	7	EA	$4,000.00	$28,000.00	$4,000.00	$28,000.00	$5,700.00	$39,900.00	$4,500.00	$31,500.00	$4,000.00	$28,000.00	$7,800.00	$54,600.00	$6,250.00	$43,750.00
17	Infiltration Trench	240	LF	$240.00	$57,600.00	$150.00	$36,000.00	$140.00	$33,600.00	$250.00	$60,000.00	$290.00	$69,600.00	$400.00	$96,000.00	$425.00	$102,000.00
18	Trench Excavation Safety Systems	1	LS	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$800.00	$800.00	$500.00	$500.00	$1,500.00	$1,500.00	$3,800.00	$3,800.00	$1.00	$1.00
19	Bank Run Gravel for Trench Backfill	50	CY	$60.00	$3,000.00	$40.00	$2,000.00	$40.00	$2,000.00	$45.00	$2,250.00	$20.00	$1,000.00	$80.00	$4,000.00	$110.00	$5,500.00
20	Erosion Control and Water Pollution Prevention	1	LS	$1,640.00	$1,640.00	$10,000.00	$10,000.00	$1,000.00	$1,000.00	$10,000.00	$10,000.00	$1,200.00	$1,200.00	$8,400.00	$8,400.00	$1,000.00	$1,000.00
21	Sod Installation	60	SY	$40.00	$2,400.00	$50.00	$3,000.00	$50.00	$3,000.00	$65.00	$3,900.00	$40.00	$2,400.00	$89.00	$5,340.00	$60.00	$3,600.00
22	Cement Conc. Traffic Curb and Gutter	1,940	LF	$45.00	$87,300.00	$40.00	$77,600.00	$36.00	$69,840.00	$36.00	$69,840.00	$30.00	$58,200.00	$33.00	$64,020.00	$42.00	$81,480.00
23	Cement Conc. Rolled Curb and Gutter	1,530	LF	$45.00	$68,850.00	$40.00	$61,200.00	$37.00	$56,610.00	$36.00	$55,080.00	$26.00	$39,780.00	$28.00	$42,840.00	$42.00	$64,260.00
24	Cement Conc. Driveway Entrance	380	SY	$115.00	$43,700.00	$90.00	$34,200.00	$130.00	$49,400.00	$170.00	$64,600.00	$117.00	$44,460.00	$183.00	$69,540.00	$200.00	$76,000.00
25	Cement Conc. Sidewalk	660	SY	$95.00	$62,700.00	$85.00	$56,100.00	$87.00	$57,420.00	$113.00	$74,580.00	$95.00	$62,700.00	$153.00	$100,980.00	$125.00	$82,500.00
26	Cement Conc. Curb Ramp	5	EA	$3,000.00	$15,000.00	$2,500.00	$12,500.00	$2,500.00	$12,500.00	$4,700.00	$23,500.00	$2,770.00	$13,850.00	$3,800.00	$19,000.00	$5,000.00	$25,000.00
27	Permanent Signing	1	LS	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$4,200.00	$4,200.00	$5,000.00	$5,000.00	$3,600.00	$3,600.00	$5,300.00	$5,300.00	$4,500.00	$4,500.00
28	Paint Line	1,550	LF	$2.00	$3,100.00	$2.00	$3,100.00	$3.30	$5,115.00	$3.25	$5,037.50	$1.01	$1,565.50	$4.50	$6,975.00	$3.75	$5,812.50
29	Modular Block Wall	160	SF	$100.00	$16,000.00	$100.00	$16,000.00	$90.00	$14,400.00	$70.00	$11,200.00	$86.00	$13,760.00	$65.00	$10,400.00	$100.00	$16,000.00
	Subtotal, Schedule A				$1,000,000.00		$963,660.00		$856,650.00		$945,457.50		$851,715.50		$1,270,977.00		$1,358,208.50
	Sales Tax (0% per W.S. Revenue rule 171)				$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	TOTAL CONSTRUCTION COST, SCHEDULE A				$1,000,000.00		$963,660.00		$856,650.00		$945,457.50		$851,715.50		$1,270,977.00		$1,358,208.50

	BIDDER			ENGINEER'S ESTIMATE		JR CONSTRUCTION		RUDNICK & SONS, LLC		PIPKIN, INC. DBA PIPKIN CONSTRUCTION		HURST CONSTRUCTION, LLC		DW EXCAVATING, INC.		SELLAND CONSTRUCTION, INC.	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE B: SANITARY SEWER IMPROVEMENTS																	
1	Mobilization, Cleanup, and Demobilization	1	LS	$60,000.00	$60,000.00	$5,000.00	$5,000.00	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$30,000.00	$30,000.00	$6,700.00	$6,700.00	$51,500.00	$51,500.00
2	Minor Change	1	CALC	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
3	Project Temporary Traffic Control	1	LS	$7,500.00	$7,500.00	$10,000.00	$10,000.00	$8,500.00	$8,500.00	$10,000.00	$10,000.00	$0.00	$0.00	$2,700.00	$2,700.00	$5,000.00	$5,000.00
4	Work Zone Safety Contingency	1	FA	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
5	Apprenticeship Incentive	1	CALC	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
6	Apprenticeship Penalty	1	CALC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7	SPCC Plan	1	LS	$500.00	$500.00	$1,000.00	$1,000.00	$600.00	$600.00	$500.00	$500.00	$150.00	$150.00	$800.00	$800.00	$100.00	$100.00
8	Locate Existing Utilities	3	EA	$1,000.00	$3,000.00	$400.00	$1,200.00	$750.00	$2,250.00	$1,000.00	$3,000.00	$820.00	$2,460.00	$700.00	$2,100.00	$450.00	$1,350.00
9	Controlled Density Fill	30	CY	$250.00	$7,500.00	$200.00	$6,000.00	$210.00	$6,300.00	$265.00	$7,950.00	$200.00	$6,000.00	$350.00	$10,500.00	$300.00	$9,000.00
10	Crushed Surfacing Repair	495	SY	$30.00	$14,850.00	$5.00	$2,475.00	$10.00	$4,950.00	$12.00	$5,940.00	$22.00	$10,890.00	$33.00	$16,335.00	$23.50	$11,632.50
11	Commercial HMA Pavement Repair, Type 2	506	SY	$90.00	$45,540.00	$36.00	$18,216.00	$40.00	$20,240.00	$62.00	$31,372.00	$48.00	$24,288.00	$91.00	$46,046.00	$68.00	$34,408.00
12	Manhole, 48 In. Diam.	10	EA	$7,000.00	$70,000.00	$3,800.00	$38,000.00	$7,000.00	$70,000.00	$9,500.00	$95,000.00	$6,800.00	$68,000.00	$6,400.00	$64,000.00	$7,500.00	$75,000.00
13	Manhole Additional Height, 48 In. Diam.	1	LF	$500.00	$500.00	$500.00	$500.00	$1,900.00	$1,900.00	$1,500.00	$1,500.00	$250.00	$250.00	$117.00	$117.00	$750.00	$750.00
14	Drop Manhole Connection	1	EA	$2,000.00	$2,000.00	$6,500.00	$6,500.00	$10,500.00	$10,500.00	$6,000.00	$6,000.00	$5,400.00	$5,400.00	$8,100.00	$8,100.00	$16,500.00	$16,500.00
15	Abandon Existing Manhole	1	EA	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$8,000.00	$8,000.00	$150.00	$150.00	$940.00	$940.00	$1,600.00	$1,600.00	$1,400.00	$1,400.00
16	Remove Existing Manhole	3	EA	$3,000.00	$9,000.00	$2,000.00	$6,000.00	$5,200.00	$15,600.00	$1,500.00	$4,500.00	$1,200.00	$3,600.00	$1,000.00	$3,000.00	$1,600.00	$4,800.00
17	Connection to Existing Manhole	1	EA	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$3,400.00	$3,400.00	$2,300.00	$2,300.00	$3,400.00	$3,400.00	$7,500.00	$7,500.00
18	Trench Excavation Safety Systems	1	LS	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$500.00	$500.00	$1,500.00	$1,500.00	$5,400.00	$5,400.00	$1.00	$1.00
19	Foundation Gravel	30	CY	$90.00	$2,700.00	$50.00	$1,500.00	$40.00	$1,200.00	$40.00	$1,200.00	$40.00	$1,200.00	$86.00	$2,580.00	$125.00	$3,750.00
20	Bank Run Gravel for Trench Backfill	240	CY	$60.00	$14,400.00	$30.00	$7,200.00	$50.00	$12,000.00	$45.00	$10,800.00	$20.00	$4,800.00	$76.00	$18,240.00	$125.00	$30,000.00
21	Plugging Existing Pipe	17	EA	$100.00	$1,700.00	$200.00	$3,400.00	$300.00	$5,100.00	$250.00	$4,250.00	$450.00	$7,650.00	$400.00	$6,800.00	$450.00	$7,650.00
22	Abandon Existing Sewer Pipe	24	CY	$250.00	$6,000.00	$200.00	$4,800.00	$500.00	$12,000.00	$700.00	$16,800.00	$200.00	$4,800.00	$430.00	$10,320.00	$450.00	$10,800.00
23	PVC Sanitary Sewer Pipe and Fittings, 8 In. Diam., Incl. Bedding Material	2,023	LF	$140.00	$283,220.00	$75.00	$151,725.00	$81.00	$163,863.00	$68.00	$137,564.00	$124.00	$250,852.00	$113.00	$228,599.00	$120.00	$242,760.00
24	Maintaining Sewage Flow	1	LS	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$40,000.00	$40,000.00	$20,000.00	$20,000.00	$28,500.00	$28,500.00	$5,900.00	$5,900.00	$10,000.00	$10,000.00
25	Side Sewer Connection	19	EA	$2,000.00	$38,000.00	$500.00	$9,500.00	$1,200.00	$22,800.00	$2,200.00	$41,800.00	$770.00	$14,630.00	$2,500.00	$47,500.00	$2,250.00	$42,750.00
26	PVC Side Sewer Pipe and Fittings, 4 In. Diam., Incl. Bedding Material	417	LF	$110.00	$45,870.00	$50.00	$20,850.00	$40.00	$16,680.00	$85.00	$35,445.00	$135.00	$56,295.00	$90.00	$37,530.00	$115.00	$47,955.00
27	Erosion Control and Water Pollution Prevention	1	LS	$3,000.00	$3,000.00	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$1,200.00	$1,200.00	$4,800.00	$4,800.00	$1.00	$1.00
28	Cement Conc. Traffic Curb and Gutter	15	LF	$90.00	$1,350.00	$40.00	$600.00	$100.00	$1,500.00	$90.00	$1,350.00	$90.00	$1,350.00	$110.00	$1,650.00	$110.00	$1,650.00
29	Cement Conc. Sidewalk	9	SY	$150.00	$1,350.00	$95.00	$855.00	$80.00	$720.00	$300.00	$2,700.00	$120.00	$1,080.00	$190.00	$1,710.00	$250.00	$2,250.00
	Subtotal, Schedule B				$654,080.00		$319,921.00		$459,303.00		$470,321.00		$539,235.00		$547,527.00		$629,607.50
	Sales Tax @ 8.5%				$55,596.80		$27,193.29		$39,040.76		$39,977.29		$45,834.98		$46,539.80		$53,516.64
	TOTAL CONSTRUCTION COST, SCHEDULE B				$709,676.80		$347,114.29		$498,343.76		$510,298.29		$585,069.98		$594,066.80		$683,124.14

DATE: 3/2025
DRAWN: JS
CHECKED: MSJ
APPROVED: TDV

	BIDDER			ENGINEER'S ESTIMATE		JR CONSTRUCTION		RUDNICK & SONS, LLC		PIPKIN, INC. DBA PIPKIN CONSTRUCTION		HURST CONSTRUCTION, LLC		DW EXCAVATING, INC.		SELLAND CONSTRUCTION, INC.	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE C: WATER SYSTEM IMPROVEMENTS																	
1	Mobilization, Cleanup, and Demobilization	1	LS	$64,000.00	$64,000.00	$5,000.00	$5,000.00	$8,000.00	$8,000.00	$15,000.00	$15,000.00	$5,000.00	$5,000.00	$6,800.00	$6,800.00	$51,000.00	$51,000.00
2	Minor Change	1	CALC	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
3	Project Temporary Traffic Control	1	LS	$7,500.00	$7,500.00	$5,000.00	$5,000.00	$18,000.00	$18,000.00	$8,000.00	$8,000.00	$1,500.00	$1,500.00	$2,700.00	$2,700.00	$2,500.00	$2,500.00
4	Work Zone Safety Contingency	1	FA	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
5	Apprenticeship Incentive	1	CALC	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00
6	Apprenticeship Penalty	1	CALC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7	SPCC Plan	1	LS	$500.00	$500.00	$1,000.00	$1,000.00	$700.00	$700.00	$500.00	$500.00	$150.00	$150.00	$800.00	$800.00	$100.00	$100.00
8	Locate Existing Utilities	12	EA	$1,000.00	$12,000.00	$400.00	$4,800.00	$650.00	$7,800.00	$1,000.00	$12,000.00	$820.00	$9,840.00	$700.00	$8,400.00	$450.00	$5,400.00
9	Controlled Density Fill	30	CY	$250.00	$7,500.00	$200.00	$6,000.00	$210.00	$6,300.00	$265.00	$7,950.00	$200.00	$6,000.00	$350.00	$10,500.00	$300.00	$9,000.00
10	Crushed Surfacing Repair	196	SY	$30.00	$5,880.00	$5.00	$980.00	$25.00	$4,900.00	$12.00	$2,352.00	$22.00	$4,312.00	$36.00	$7,056.00	$35.00	$6,860.00
11	Commercial HMA Pavement Repair, Type 3	411	SY	$100.00	$41,100.00	$60.00	$24,660.00	$51.00	$20,961.00	$65.00	$26,715.00	$39.00	$16,029.00	$92.00	$37,812.00	$92.00	$37,812.00
12	Trench Excavation Safety Systems	1	LS	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$500.00	$500.00	$1,500.00	$1,500.00	$3,800.00	$3,800.00	$1.00	$1.00
13	Foundation Gravel	31	CY	$90.00	$2,790.00	$50.00	$1,550.00	$65.00	$2,015.00	$40.00	$1,240.00	$40.00	$1,240.00	$92.00	$2,852.00	$125.00	$3,875.00
14	Bank Run Gravel for Trench Backfill	187	CY	$60.00	$11,220.00	$30.00	$5,610.00	$40.00	$7,480.00	$45.00	$8,415.00	$20.00	$3,740.00	$76.00	$14,212.00	$125.00	$23,375.00
15	PVC Pipe for Water Main, 8 In. Diam., Incl. Bedding Material	2,065	LF	$130.00	$268,450.00	$80.00	$165,200.00	$90.00	$185,850.00	$68.00	$140,420.00	$97.00	$200,305.00	$96.00	$198,240.00	$100.00	$206,500.00
16	DI Pipe for Fire Hydrant , 6 In. Diam., Incl. Bedding Material	90	LF	$150.00	$13,500.00	$90.00	$8,100.00	$105.00	$9,450.00	$42.00	$3,780.00	$175.00	$15,750.00	$95.00	$8,550.00	$100.00	$9,000.00
17	Connection to Existing Water Main	5	EA	$3,000.00	$15,000.00	$3,000.00	$15,000.00	$6,000.00	$30,000.00	$3,000.00	$15,000.00	$6,800.00	$34,000.00	$3,800.00	$19,000.00	$5,500.00	$27,500.00
18	Remove Existing Water Main (3rd Avenue N)	1,090	LF	$60.00	$65,400.00	$30.00	$32,700.00	$31.00	$33,790.00	$6.00	$6,540.00	$16.00	$17,440.00	$9.00	$9,810.00	$20.00	$21,800.00
19	Gate Valve, 8 In.	7	EA	$3,000.00	$21,000.00	$3,000.00	$21,000.00	$3,500.00	$24,500.00	$3,500.00	$24,500.00	$3,400.00	$23,800.00	$4,500.00	$31,500.00	$5,750.00	$40,250.00
20	Abandon Existing Valve	3	EA	$1,000.00	$3,000.00	$300.00	$900.00	$430.00	$1,290.00	$650.00	$1,950.00	$500.00	$1,500.00	$740.00	$2,220.00	$1,200.00	$3,600.00
21	Fire Hydrant Assembly	3	EA	$7,000.00	$21,000.00	$8,500.00	$25,500.00	$10,500.00	$31,500.00	$11,000.00	$33,000.00	$9,200.00	$27,600.00	$12,000.00	$36,000.00	$13,200.00	$39,600.00
22	Salvage Existing Hydrant	3	EA	$3,000.00	$9,000.00	$500.00	$1,500.00	$100.00	$300.00	$1,500.00	$4,500.00	$450.00	$1,350.00	$820.00	$2,460.00	$1,500.00	$4,500.00
23	Service Connection, 2 In. Diam.	1	EA	$2,000.00	$2,000.00	$6,000.00	$6,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$8,000.00	$8,000.00	$6,300.00	$6,300.00	$8,250.00	$8,250.00
24	Service Connection, 1 In. Diam.	33	EA	$2,000.00	$66,000.00	$2,500.00	$82,500.00	$3,300.00	$108,900.00	$4,500.00	$148,500.00	$4,000.00	$132,000.00	$2,300.00	$75,900.00	$4,250.00	$140,250.00
25	Service Pipe, 2 In. Diam., Incl. Bedding Material	22	LF	$50.00	$1,100.00	$50.00	$1,100.00	$50.00	$1,100.00	$12.00	$264.00	$135.00	$2,970.00	$64.00	$1,408.00	$35.00	$770.00
26	Service Pipe, 1 In. Diam., Incl. Bedding Material	782	LF	$50.00	$39,100.00	$45.00	$35,190.00	$40.00	$31,280.00	$5.00	$3,910.00	$75.00	$58,650.00	$52.00	$40,664.00	$23.00	$17,986.00

	BIDDER			ENGINEER'S ESTIMATE		JR CONSTRUCTION		RUDNICK & SONS, LLC		PIPKIN, INC. DBA PIPKIN CONSTRUCTION		HURST CONSTRUCTION, LLC		DW EXCAVATING, INC.		SELLAND CONSTRUCTION, INC.	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
27	Erosion Control and Water Pollution Prevention	1	LS	$3,000.00	$3,000.00	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$3,300.00	$3,300.00	$1.00	$1.00
28	Cement Conc. Traffic Curb and Gutter	15	LF	$90.00	$1,350.00	$40.00	$600.00	$45.00	$675.00	$90.00	$1,350.00	$90.00	$1,350.00	$110.00	$1,650.00	$110.00	$1,650.00
29	Cement Conc. Sidewalk	9	SY	$150.00	$1,350.00	$95.00	$855.00	$85.00	$765.00	$300.00	$2,700.00	$122.00	$1,098.00	$188.00	$1,692.00	$250.00	$2,250.00
	Subtotal, Schedule C				$703,840.00		$466,845.00		$555,656.00		$489,686.00		$587,724.00		$544,726.00		$674,930.00
	Sales Tax @ 8.5%				$59,826.40		$39,681.83		$47,230.76		$41,623.31		$49,956.54		$46,301.71		$57,369.05
	TOTAL CONSTRUCTION COST, SCHEDULE C				$763,666.40		$506,526.83		$602,886.76		$531,309.31		$637,680.54		$591,027.71		$732,299.05
	TOTAL CONSTRUCTION COST, SCHEDULE A				$1,000,000.00		$963,660.00		$856,650.00		$945,457.50		$851,715.50		$1,270,977.00		$1,358,208.50
	TOTAL CONSTRUCTION COST, SCHEDULE B				$709,676.80		$347,114.29		$498,343.76		$510,298.29		$585,069.98		$594,066.80		$683,124.14
	TOTAL CONSTRUCTION COST, SCHEDULE C				$763,666.40		$506,526.83		$602,886.76		$531,309.31		$637,680.54		$591,027.71		$732,299.05
	TOTAL CONSTRUCTION COST (SCHEDULES A, B AND C)				$2,473,343.20		$1,817,301.11		$1,957,880.52		$1,987,065.10		$2,074,466.02		$2,456,071.51		$2,773,631.69

Sealed bids were opened at the City of Okanogan, 120 3rd Avenue North, Okanogan, Washington 98840 on Wednesday, March 26, 2025, at 11:00 a.m. (local time).

I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.

TIM DEVRIES, P.E.

RUDNICK
AND SONS EXCAVATION

61 E Dry Coulee Rd
Okanogan, WA 98840

(509) 293-9407
ceinwyn@rudnicksons.com

March 29, 2025

City of Okanogan
120 3rd Avenue North
Okanogan, WA 98840

Re: Formal Bid Protest- 3rd Avenue Reconstruction and Utility Replacement

Greetings:

Please consider this letter our formal bid protest against the apparent low bidder, JR Construction, on the 3rd Avenue Reconstruction and Utility Replacement project which bid on March 26, 2025. According to Section 1-02.14 of the specifications the two lowest bidders have until 12pm (noon) of the second business day after opening of the bid to remit their supplemental bidder criteria. Rudnick & Sons remitted the supplemental bidder criteria with the bid packet on March 26, 2025. It is our understanding after requesting bid documents and supplemental bidder criteria from G&O that JR Construction had not remitted these supplemental bidder criteria by the deadline and could therefore be considered non-responsive.

We would ask the City and G&O to consider our bid as the lowest, apparent responsive bid for this project.

Thank you for your consideration of this matter.

Sincerely,

Ceinwyn Rudnick CPA
President

CITY OF OKANOGAN

OKANOGAN COUNTY WASHINGTON

CONTRACT PROVISIONS

for

3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT

G&O #24825 & 24851
MARCH 2025

Gray & Osborne, Inc.
CONSULTING ENGINEERS

CITY OF OKANOGAN

OKANOGAN COUNTY **WASHINGTON**

CONTRACT PROVISIONS

3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT

TIM DEVRIES
STATE OF WASHINGTON
56944
REGISTERED
PROFESSIONAL ENGINEER

DAVID GLYN ELLIS
STATE OF WASHINGTON
03/10/2025
42768
REGISTERED
PROFESSIONAL ENGINEER

3/11/2025

G&O #24825 & 24851
MARCH 2025

Gray & Osborne, Inc.
CONSULTING ENGINEERS

CALL FOR BIDS

CITY OF OKANOGAN

3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT ENGINEER'S ESTIMATE $2,300,000 - $2,500,000

Sealed Proposals will be received by the undersigned at the City of Okanogan, 120 3rd Avenue North, Okanogan, Washington 98840 up to 11:00 a.m.; local time on Wednesday, March 26, 2025, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct 3rd Avenue Reconstruction and Utility Replacement.

This project consists of the reconstruction of approximately 1,700 LF of 3rd Avenue from Irene Street to Greta Street, including, but not limited to, excavation, grading, crushed surfacing materials, hot mix asphalt, storm drainage facilities, cement concrete curb and gutter, sidewalk, replacement of water main and sewer main along 3rd Avenue and adjacent areas, pavement markings, surface restoration, utility adjustments, and other work all in accordance with the attached Contract Plans, Special Provisions, and the Standard Specifications.

The Work shall be substantially complete within 130 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the City Clerk, City Hall, Okanogan, Washington.

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

Bid Documents for this project are available free-of-charge at the following website: https://gobids.grayandosborne.com. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the Bidders List. For assistance, please call (509) 453-4833. Contract questions shall be directed only to the office of the Project Engineer.

Financing of the Project has been provided by City of Okanogan, Washington, The Washington State Transportation Improvement Board, and the Washington State Public Works Board. All work performed on this project will be subject to state prevailing wage rates. All Contractors must be licensed in the State of Washington to conduct business. The City of Okanogan is an Equal Opportunity and Affirmative Action Employer. The City of Okanogan expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities in any Proposal.

(Signed) **JESSICA BLAKE**
CITY CLERK

CONTRACT PROVISIONS

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PART 1

BID DOCUMENTS

BIDDER'S CHECKLIST

1. REQUIRED FORMS

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

a.	Proposal (including Statement of Bidder's Qualifications)	(Pages P-1 - P-12)
b.	Bid Deposit or Proposal Bond	(PB-1)

2. SUPPLEMENTAL BIDDER CRITERIA

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

3. AGREEMENT FORMS

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

a.	Agreement	(Pages A-1 - A-3)
b.	Performance Bond	(Page B-1)
c.	Public Works Payment Bond	(Page B-2)
d.	Certificate of Insurance	
e.	Certificate of Builders Risk Insurance (when required)	

3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT

PROPOSAL

City of Okanogan
120 3rd Avenue North
Okanogan, Washington 98840

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

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

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

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

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

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

ADDENDUM 1
TO THE CONTRACT PROVISIONS AND CONTRACT PLANS

FOR

CITY OF OKANOGAN
3RD AVENUE RECONSTRUCTION AND
UTILITY REPLACEMENT

G&O #24825 & 24851



ISSUED THIS DATE: **FRIDAY, MARCH 14, 2025**

BID SUBMITTAL: **11:00 AM (LOCAL TIME) ON**
WEDNESDAY, MARCH 26, 2025
CITY OF OKANOGAN
120 THIRD AVENUE NORTH
OKANOGAN, WASHINGTON 98840

Bidder shall acknowledge receipt of this Addendum on Page P-11 of the Proposal.

TO PROSPECTIVE BIDDERS:

The attention of all prospective bidders on the above project is directed to the following additions and modifications to the Contract Provisions and Contract Plans.

I. **ADDITIONS, MODIFICATIONS, AND/OR DELETIONS TO THE PROPOSAL**

ITEM 1:

Page P-6, Proposal

On Bid Item 2, **REVISE** as shown below (added text is italicized, deleted text is shown as strike out):

"2. Minor Change 1 CALC *$10,000.00* *$10,000.00*"

ITEM 2:

Page P-6, Proposal

On Bid Item 5, **REVISE** as shown below (added text is italicized, deleted text is shown as strike out):

"5. Apprenticeship Incentive 1 CALC *$600.00* *$600.00*"

ITEM 3:

Page P-6, Proposal

On Bid Item 6, **REVISE** as shown below (added text is italicized, deleted text is shown as strike out):

"6. Apprenticeship Penalty 1 CALC *$0.00* *$0.00"*

II. ADDITIONS, MODIFICATIONS, AND/OR DELETIONS TO THE CONTRACT PLANS

ITEM 1:

SHEET 29, SCH A STORM DRAINAGE & MISCELLANEOUS DETAILS

On the Infiltration Trench detail:

DELETE the Perforation Pattern detail.

REVISE the callout for the 12″ perforated storm pipe as shown below (added text is italicized, deleted text is shown as strike out):

"12" PERFORATED STORM PIPE~~, SEE DETAIL FOR PERFORATION PATTERN~~ *WITH CLASS II PERFORATIONS PER AASHTO M294."*

REVISE the label for the slope from "0.005 SLOPE" to "0.000 SLOPE."

B. RUDNICK

3/26/2025

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we Rudnick & Sons LLC

of Okanogan, Washington as principal, and the

Merchants National Bonding, Inc.

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

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

3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT

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

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the **CITY OF OKANOGAN** within a period of 10 days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this 26th day of March, 2025.

Rudnick & Sons LLC

By: _____

(Principal)

Merchants National Bonding, Inc.

(Surety)

By: _____

(Attorney-in-fact)

Emma C. Doleshel

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Adam Howard; Amanda Ivey; Andy D Prill; Annette Troseth; Carol Lowell; Chad M Epple; Dana Brown; Dean R Young; Emma C Doleshel; Grant E Ingalls; Heather L Allen; Jennifer Schultz; Jim S Kuich; Jim W Doyle; Michael A Murphy; Natalie C Chau; S M Scott; Steve Wagner; Ted Baran; Theresa A Lamb

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of October , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of October 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

(Expiration of notary's commission does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of March , 2025.

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -o- 1933

Secretary

PROPOSAL - Continued

SCHEDULE A: ROADWAY RECONSTRUCTION

NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
1.	Mobilization, Cleanup, and Demobilization	1	LS	$ 25,000.00	$ 25,000.00
2.	Apprenticeship Incentive	1	CALC	$800.00	$800.00
3.	Apprenticeship Penalty	1	CALC	$0.00	$0.00
4.	Project Temporary Traffic Control	1	LS	$ 18,000.00	$ 18,000.00
5.	Work Zone Safety Contingency	1	FA	$1,250.00	$1,250.00
6.	SPCC Plan	1	LS	$ 650.00	$ 650.00
7.	Clearing and Grubbing	1	LS	$ 20,000.00	$ 20,000.00
8.	Excavation, Embankment and Grading, Incl. Haul	2,280	CY	BM 18.00 $ ~~10.00~~	41,040.00 $ ~~22,800.00~~
9.	Crushed Surfacing Base Course	1,700	TN	$ 32.70	$ 55,590.00
10.	Crushed Surfacing Top Course	770	TN	$ 43.00	$ 33,110.00
11.	Crushed Surfacing Repair	2,250	SY	$ 10.50	$ 23,625.00
12.	Commercial HMA, Cl. 3/8 In. PG64H-28	860	TN	$ 145.00	$ 124,700.00
13.	Commercial HMA Pavement Repair, Type 1	380	SY	$ 60.00	$ 22,800.00
14.	Storm Sewer Pipe, 12 In. Diam., Incl. Bedding	590	LF	$ 150.00	$ 88,500.00
15.	Catch Basin, Type 1	14	EA	$ 3700.00	$ 51,800.00
16.	Catch Basin, Type 2, 48 In. Diam.	7	EA	$ 5700.00	$ 39,900.00
17.	Infiltration Trench	240	LF	$ 140.00	$ 33,600.00
18.	Trench Excavation Safety Systems	1	LS	$ 800.00	$ 800.00

PROPOSAL - Continued

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT
19.	Bank Run Gravel for Trench Backfill	50 CY	$ 40.00	$ 2000.00
20.	Erosion Control and Water Pollution Prevention	1 LS	$ 1000.00	$ 1000.00
21.	Sod Installation	60 SY	$ 50.00	$ 3000.00
22.	Cement Conc. Traffic Curb and Gutter	1,940 LF	$ 36.00	$ 69,840.00
23.	Cement Conc. Rolled Curb and Gutter	1,530 LF	$ 37.00	$ 56,610.00
24.	Cement Conc. Driveway Entrance	380 SY	$ 130.00	$ 49,400.00
25.	Cement Conc. Sidewalk	660 SY	$ 87.00	$ 57,420.00
26.	Cement Conc. Curb Ramp	5 EA	$ 2,500.00	$ 12,500.00
27.	Permanent Signing	1 LS	$ 4200.00	$ 4200.00
28.	Paint Line	1,550 LF	$ 3.30	$ 5115.00
29.	Modular Block Wall	160 SF	$ 90.00	$ 14,400.00

Bid ~~$854,600.00~~ $856,650.00 ?

Subtotal (Schedule A): ..... $ ~~836,360.00~~

Washington State Sales Tax (0% per W.S. Revenue Rule 171): ..... $ 0

TOTAL CONSTRUCTION COST (SCHEDULE A): ..... $ ~~854,600.00~~ 856,650.00

PROPOSAL - Continued

SCHEDULE B: SANITARY SEWER IMPROVEMENTS

NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
1.	Mobilization, Cleanup, and Demobilization	1	LS	Bid 20,000.00 ~~$8,100.00~~	20,000.00 ~~$8,100.00~~
2.	Minor Change	1	CALC	$10,000.00	$10,000.00
3.	Project Temporary Traffic Control	1	LS	8500.00 ~~$5,500.00~~	8500.00 ~~$5,500.00~~
4.	Work Zone Safety Contingency	1	FA	$500.00	$500.00
5.	Apprenticeship Incentive	1	CALC	$600.00	$600.00
6.	Apprenticeship Penalty	1	CALC	$0.00	$0.00
7.	SPCC Plan	1	LS	$ 600.00	$ 600.00
8.	Locate Existing Utilities	3	EA	$ 750.00	Bid ~~750~~ $ 2,250.00
9.	Controlled Density Fill	30	CY	$ 210.00	$ 6,300.00
10.	Crushed Surfacing Repair	495	SY	$ 10.00	$ 4,950.00
11.	Commercial HMA Pavement Repair, Type 2	506	SY	$ 40.00	$ 20,240.00
12.	Manhole, 48 In. Diam.	10	EA	$ 7,000.00	$ 70,000.00
13.	Manhole Additional Height, 48 In. Diam.	1	LF	$ 1,900.00	$ 1900.00
14.	Drop Manhole Connection	1	EA	$ 10,500.00	$ 10,500.00
15.	Abandon Existing Manhole	1	EA	$ 8,000.00	$ 8000.00
16.	Remove Existing Manhole	3	EA	$ 5,200.00	$ 15,600.00
17.	Connection to Existing Manhole	1	EA	$ 1,500.00	$ 1,500.00
18.	Trench Excavation Safety Systems	1	LS	$ 1,000.00	$ 1,000.00

PROPOSAL - Continued

NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
19.	Foundation Gravel	30	CY	$ 40.00	$ 1,200.00
20.	Bank Run Gravel for Trench Backfill	240	CY	$ 50.00	$ 12,000.00
21.	Plugging Existing Pipe	17	EA	$ 300.00	$ 5,100.00
22.	Abandon Existing Sewer Pipe	24	CY	$ 500.00	$ 12,000.00
23.	PVC Sanitary Sewer Pipe and Fittings, 8 In. Diam., Incl. Bedding Material	2,023	LF	$ 81.00	$ 163,863.00
24.	Maintaining Sewage Flow	1	LS	$ 40,000.00	$ 40,000.00
25.	Side Sewer Connection	19	EA	$ 1200.00	$ 22,800.00
26.	PVC Side Sewer Pipe and Fittings, 4 In. Diam., Incl. Bedding Material	417	LF	$ 40.00	$ 16,680.00
27.	Erosion Control and Water Pollution Prevention	1	LS	$ ~~40~~ 1,000.00	$ 1,000.00
28.	Cement Conc. Traffic Curb and Gutter	15	LF	$ 100.00	$ 1500.00
29.	Cement Conc. Sidewalk	9	SY	$ 80.00	$ 720.00

Subtotal (Schedule B): ..... $ ~~444,403.00~~ 459,303.00

Washington State Sales Tax (8.5%): ..... $ 39,040.76

TOTAL CONSTRUCTION COST (SCHEDULE B): ..... $ 498,343.76

SCHEDULE C: WATER SYSTEM IMPROVEMENTS

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT
1.	Mobilization, Cleanup, and Demobilization	1 LS	$ 8000.00	$ 8000.00
2.	Minor Change	1 CALC	$ 10,000.00	$ 10,000.00
3.	Project Temporary Traffic Control	1 LS	$ 18,000.00	$ 18,000.00
4.	Work Zone Safety Contingency	1 FA	$500.00	$500.00
5.	Apprenticeship Incentive	1 CALC	$ 600.00	$ 600.00
6.	Apprenticeship Penalty	1 CALC	$ 0.00	$ 0.00
7.	SPCC Plan	1 LS	$ 700.00	$ 700.00
8.	Locate Existing Utilities	12 EA	$ 650.00	$ 7800.00
9.	Controlled Density Fill	30 CY	$ 210.00	$ 6300.00
10.	Crushed Surfacing Repair	196 SY	$ 25.00	$ 4900.00
11.	Commercial HMA Pavement Repair, Type 3	411 SY	$ 51.00	$ 20,961.00
12.	Trench Excavation Safety Systems	1 LS	$ 1000.00	$ 1,000.00
13.	Foundation Gravel	31 CY	$ 65.00	$ 2015.00
14.	Bank Run Gravel for Trench Backfill	187 CY	$ 40.00	$ 7,480.00
15.	PVC Pipe for Water Main, 8 In. Diam., Incl. Bedding Material	2,065 LF	$ 90.00	$ 185,850.00
16.	DI Pipe for Fire Hydrant , 6 In. Diam., Incl. Bedding Material	90 LF	$ 105.00	$ 9450.00
17.	Connection to Existing Water Main	5 EA	$ 6,000.00	$ 30,000.00

PROPOSAL - Continued

NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
18.	Remove Existing Water Main (3rd Avenue N)	1,090	LF	$ 31.00	$ 33,790.00
19.	Gate Valve, 8 In.	7	EA	$ 3500.00	$ ~~24,000.00~~ 24,500.00 RM
20.	Abandon Existing Valve	3	EA	$ 430.00	$ 1,290.00
21.	Fire Hydrant Assembly	3	EA	$ 10,500.00	$ 31,500.00
22.	Salvage Existing Hydrant	3	EA	$ 100.00	$ 300.00
23.	Service Connection, 2 In. Diam.	1	EA	$ 7000.00	$ 7000.00
24.	Service Connection, 1 In. Diam.	33	EA	$ 3,300.00	$ 108,900.00
25.	Service Pipe, 2 In. Diam., Incl. Bedding Material	22	LF	$ 50.00	$ 1,100.00
26.	Service Pipe, 1 In. Diam., Incl. Bedding Material	782	LF	$ 40.00	$ 31,280.00
27.	Erosion Control and Water Pollution Prevention	1	LS	$ 1,000.00	$ 1,000.00
28.	Cement Conc. Traffic Curb and Gutter	15	LF	$ 45.00	$ 675.00
29.	Cement Conc. Sidewalk	9	SY	$ 85.00	$ 765.00

Subtotal (Schedule C): ..... $ 555,656.00

Washington State Sales Tax (8.5%): ..... $ 47,230.76

TOTAL CONSTRUCTION COST (SCHEDULE C): ..... $ 602,886.76

PROPOSAL - Continued

BID SUMMARY

1. TOTAL CONSTRUCTION COST
(SCHEDULE A forwarded from page P-3): ..... $ 856,650.00

2. TOTAL CONSTRUCTION COST
(SCHEDULE B forwarded from page P-5): ..... $ 498,343.76

3. TOTAL CONSTRUCTION COST
(SCHEDULE C forwarded from page P-7): ..... $ 602,886.76

4. TOTAL CONSTRUCTION COST
(SCHEDULES A, B AND C) ..... $ 1,957,880.52

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: Rudnick & Sons LLC

Address: 61 E. Dry Coulee Rd.

Telephone No. 509.293.9407 Fax No. _____

Contact Person for this Project: Brandon Rudnick

E-mail: rudnicksons@gmail.com

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

6 years

WORK TO BE COMPLETED BY BIDDER

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

	Work to be Performed	Dollar Amount
D	STORM PIPE 12"	88,500.00
C	WATER PIPE 8"	185,850.00
B	SEWER PIPE ~~8"~~ 8"	163,963.00
A	ROADWAY EXCA. 2290 CY.	41,040.00
D	CRUSH TOP 1700 TN	~~32,70~~ 55,590.00
A	CRUSH BASE 770 TN	33,110.00
A,B,C	TRAFFIC CONTROL	44,500.00
A	BLOCK WALL	14,400.00

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

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

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

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

Subcontractor Name: CENTRAL WASHINGTON ASPHALT
Work to be performed: PAVING A, B, C

Subcontractor Name: WITHROW CONCRETE
Work to be performed: CURB, & ROLLED CURB, SIDEWALK RAMPS

Subcontractor Name: BASIN STRIPING
Work to be performed: PAINT LINE

Subcontractor Name
Work to be performed

Subcontractor Name
Work to be performed

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

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
1	3.25.25	Brandon Rudnick

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

Subject to any extensions of the Contract Time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 130 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 140 working days (the Physical Completion Date) from when Contract Time begins.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be $1,500.00 per day for each and every working day beyond the Contract Time allowed for substantial completion until the Substantial Completion Date is achieved and $750.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

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

Dept. of Labor and Industries Workman's Compensation Account No. is 689, 664-00;
Dept. of Licensing Contractor's Registration No. is RUDNIS820MW;
Unified Business Identifier Number is 604-220-166;
Excise Tax Registration Number is 83-0718444; and
Employment Security Account Number is 000814221003.

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

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

PROPOSAL - Continued

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

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.

2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date March 12, 2025, that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Sincerely,

[signature] 3.25.25

Sign Name — Date

By: Cainwyn Rudnick, President — Okanogan, WA

Print Name, Title — Location Executed (City, State or County)

Rudnick & Sons LLC

Print Company Name

Amount of Proposal deposit: $ _____ Check No. _____,

or Proposal bond in the amount of $ 5%

_____, issued through Merchants National Bonding, INC

Name of Bank/Bonding Company

located at 6700 Westown Pkwy, West Des Moines, IA 50266

Mailing Address

(800) 678-8171

Telephone Number of Bank/Bonding Company

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
3rd AVENUE RECONSTRUCTION
AND UTILITY REPLACEMENT

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the City of Okanogan by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 1-02 of the Special Provisions shall be grounds for rejection of the bid. The City of Okanogan will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: Rudnick & Sons LLC
Address: 101 E. Dry Coulee Rd. Okanogan, WA 98840
Phone: 509. 293. 9407
Contact Person: Brandon Rudnick

2. Delinquent State Taxes

Instructions to Bidders: Check the appropriate box

☒ The Bidder does not owe delinquent taxes to the Washington State Department of Revenue.

☐ Alternatively, the Bidder does owe delinquent taxes to the Washington State Department of Revenue.

If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency.

3.25.25
(Date)

(Signature)

Cainwyn Rudnick
(Print Name)

President
(Title)

3. Subcontractor Responsibility:

Instructions to Bidders: Check all boxes that apply

☒ The Bidder's standard subcontract form includes the subcontractor responsibility language required by RCW 39.06.020.

☒ The Bidder has a procedure for validating the responsibility of subcontractors with which the Bidder contracts.

☒ The Bidder's subcontract form includes a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.

If the Bidder is unable to check all of the above boxes, provide an explanation as to how the bidder will comply with RCW 39.06.020.

3.25.25
(Date)

(Signature)

Cairwyn Rudnick
(Print Name)

President
(Title)

4. Claims Against Retainage and Bonds:

Instructions to Bidders: Check the appropriate box

☐ The Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date.

☒ Alternatively, the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date.

If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

3.25.25
(Date)

(Signature)

Ceinwyn Rudnick
(Print Name)

President
(Title)

RUDNICK
AND SONS EXCAVATION

61 E Dry Coulee Rd
Okanogan, WA 98840

(509) 293-9407
ceinwyn@rudnicksons.com

City of Wenatchee
301 Yakima Street
Wenatchee, WA 98801

Re: Claims Against Retainage and Bonds

Greetings,

This letter is written to address a claim against the bond of Rudnick & Sons LLC on the Parkside Renovations project in Wenatchee during 2023. The owner of the project is the City of Wenatchee and the primary contact is Aaron Kelly who can be reached at (509) 888-3290. The Department of Labor and Industries sent a notice of intent to lien to our bonding agent before canceling said notice.

The roofing subcontractors on the project, who executed a valid subcontract with Rudnick & Sons LLC, proceeded to assign a sub-tier contractor outside the scope of the contract with Rudnick and Sons. This sub-tier did not filing a prevailing wage intent and was found to have underpaid their employees. Rudnick & Sons LLC proceeded to pay the fine on behalf of this contractor (who was not authorized to work by Rudnick & Sons) and the lien was cancelled as evidenced by the attached letter.

Please feel free to reach out with any questions.

Regards,

Ceinwyn Rudnick
President

STATE OF WASHINGTON

DEPARTMENT OF LABOR AND INDUSTRIES

Prevailing Wage Program

729 100th Street SE, Everett, Washington 98208-3727

November 28, 2023

Aaron Kelly
City of Wenatchee
PO Box 519
Wenatchee, WA 98807-0519

Re: PUBLIC WORKS PROJECT – PARKSIDE RENOVATION PROJECT
CONTRACT NUMBER – 2206
PRIME CONTRACTOR – RUDNICK & SONS LLC
SUBCONTRACTOR/VIOLATOR – ZIRANDA ROOFING LLC

Dear Mr. Kelly:

This letter is to serve as notification that the Department of Labor & Industries is officially canceling their Notice of Claim Against Performance Bond and Retained Percentage filed **August 7, 2023**, for the above-stated public works project. The Prime Contractor, **Rudnick & Sons LLC**, has paid the wages due to the workers in full per our revised final demand dated **October 2, 2023**.

Please note that **Rudnick & Sons LLC** must file an Affidavit of Wages Paid form on behalf of **Ziranda Roofing LLC** with the department due to this Prime Contractor paying the wages owed by the subcontractor. The "Filing on Behalf Of" process is on our website. Be advised that per RCW 39.12.040, payment cannot be made on account of a public works contract until the contractor and each and every subcontractor submit to the officer of the awarding agency, a legally filed "Statement of Intent to Pay Prevailing Wages" form. Following completion of the project, the retained funds may not be released until each and every contractor and subcontractor submit a legally filed "Affidavit of Wages Paid" form. Additionally, per RCW 39.12.042, the public agency becomes liable for any workers' wages if it fails to comply with the provisions of RCW 39.12.040.

5. Public Bidding Crime:

Instructions to Bidders: Check the appropriate box

☒ The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

☐ Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

3.25.25
(Date)

(Signature)

Ceinwyn Rudnick
(Print Name)

President
(Title)

6. Termination for Cause/Termination for Default

Instructions to Bidders: Check the appropriate box

☒ The undersigned certifies that the Bidder has not had any public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

☐ Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

If the Bidder has had any public works contracts terminated for cause or terminated for default in the 5 years prior to the bid submittal date, provide a written explanation for all contracts terminated for cause or terminated for default by identifying the project contract that was terminated, the government agency which terminated the Contract, the date of the termination, and a description of the circumstances surrounding the termination.

3.25.25
(Date)

(Signature)

Ceinwyn Rudnick
(Print Name)

President
(Title)

7. Lawsuits

Instructions to Bidders: Check the appropriate box

☒ The undersigned certifies that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

☐ Alternatively, the undersigned confirms that the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

If the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, submit a list of lawsuits along with a written explanation of the circumstances surrounding each lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet the terms of contracts.

3.25.25
(Date)

(Signature)

Ceinwyn Rudnick
(Print Name)

President
(Title)

8. Contract Time (Liquidated Damages)

Instructions to Bidders: Check the appropriate box

☒ The undersigned certifies that the Bidder has not had liquidated damages assessed on any project it has completed in the 5 years prior to the bid submittal date.

☐ Alternatively, the undersigned confirms that the Bidder has had liquidated damages assessed on projects in the 5 years prior to the bid submittal date.

If the Bidder has had liquidated damages assessed against projects in the 5 years prior to the bid submittal dated, submit a list of projects along with Owner contact information, and number of days assessed liquidated damages. The Contracting Agency shall determine whether the Contractor has a pattern of failing to complete projects within Contract Time.

3.25.25
(Date)

(Signature)

Ceinwyn Rudnick
(Print Name)

President
(Title)

9. Capacity and Experience

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

A. Capacity

i. Gross dollar amount of work currently under contract:

$5,747,498

ii. Gross dollar amount of contracts currently not completed:

$2,950,000

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

260 Kobelco - All owned

160 Kobelco

Volvo Loader

120 Grader

Roller

iv. Number of superintendents on Bidder's staff:

2

B. Experience

i. General character of work performed by firm:

excavation, storm/sewer/water pipelaying & repair, concrete, rock, hma, erosion control, curb, gutter & concrete finish work

ii. Identify who will be the superintendent on this project and years of experience. Also, list the number of years this person has been with your firm.

Aaron Keen, 20 yrs experience w/ firm 5 years

iii. Similar Size and Scope Projects Completed in the Past 5 Years

#1 Owner's Name and Contact Information: City of Soap Lake
Allen Dupuy 509.246.1211
Owner is a Government Agency? X Yes ___ No
Superintendent's Name: ___
Project Name: Street Improvements
Awarded Contract Amount: $1,478,100
Final Contract Amount: N/A
Completion Date: final phases
Project Description: pulverizing existing pavement, excavation, grading, subgrade prep, cement treated base, hma, storm drainage improvements, cement concrete curb, gutters, ramps, sidewalks, pavement marking, utility adjustments, traffic control

#2 Owner's Name and Contact Information:
City of Omak 817.439.8888
Prime: Landmark Structures LP
Owner is a Government Agency? X Yes ___ No
Superintendent's Name: Brandon Rudnick
Project Name: Omak Airport Water Reservoir
Awarded Contract Amount: $556,994
Final Contract Amount: $554,314
Completion Date: November 2023
Project Description:
Excavation & grading of lg. site for Water Tower. Install 1200 LF 8" & 12" water main & 600ft 6" water main. Prep for paving.

#3 Owner's Name and Contact Information:
Confederated Tribes of Colville Reservation
Prime: Absher 253.845.9544
Owner is a Government Agency? ___ Yes X No
Superintendent's Name: Brandon Rudnick
Project Name: Omak Mill Site
Awarded Contract Amount: $1,963,885
Final Contract Amount: $1,963,885
Completion Date: December 2023
Project Description: excavation & grading utility installation

3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT

PROPOSAL

City of Okanogan
120 3rd Avenue North
Okanogan, Washington 98840

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

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

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

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

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

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

PROPOSAL - Continued

SCHEDULE A: ROADWAY RECONSTRUCTION

NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
1.	Mobilization, Cleanup, and Demobilization	1	LS	$ 90,000	$ 90,000
2.	Apprenticeship Incentive	1	CALC	$800.00	$800.00
3.	Apprenticeship Penalty	1	CALC	$0.00	$0.00
4.	Project Temporary Traffic Control	1	LS	$ 50,000	$ 50,000
5.	Work Zone Safety Contingency	1	FA	$1,250.00	$1,250.00
6.	SPCC Plan	1	LS	$ 2000	$ 2000
7.	Clearing and Grubbing	1	LS	$ 30,000	$ 30,000
8.	Excavation, Embankment and Grading, Incl. Haul	2,280	CY	$ 35	$ 79,800
9.	Crushed Surfacing Base Course	1,700	TN	$ 35	$ 59,500
10.	Crushed Surfacing Top Course	770	TN	$ 38	$ 29,260
11.	Crushed Surfacing Repair	2,250	SY	$ 5	$ 11,250
12.	Commercial HMA, Cl. 3/8 In. PG64H-28	860	TN	$ 175	$ 150,500
13.	Commercial HMA Pavement Repair, Type 1	380	SY	$ 45	$ 17,100
14.	Storm Sewer Pipe, 12 In. Diam., Incl. Bedding	590	LF	$ 120	$ 70,800
15.	Catch Basin, Type 1	14	EA	$ 1800	$ 25,200
16.	Catch Basin, Type 2, 48 In. Diam.	7	EA	$ 4000	$ 28,000
17.	Infiltration Trench	240	LF	$ 150	$ 36,000
18.	Trench Excavation Safety Systems	1	LS	$ 1500	$ 1500

PROPOSAL - Continued

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT
19.	Bank Run Gravel for Trench Backfill	50 CY	$ 40	$ 2000
20.	Erosion Control and Water Pollution Prevention	1 LS	$ 10,000	$ 10,000
21.	Sod Installation	60 SY	$ 50	$ 3000
22.	Cement Conc. Traffic Curb and Gutter	1,940 LF	$ 40	$ 77,600
23.	Cement Conc. Rolled Curb and Gutter	1,530 LF	$ 40	$ 61,200
24.	Cement Conc. Driveway Entrance	380 SY	$ 90	$ 34,200
25.	Cement Conc. Sidewalk	660 SY	$ 85	$ 56,100
26.	Cement Conc. Curb Ramp	5 EA	$ 2500	$ 12,500
27.	Permanent Signing	1 LS	$ 5000	$ 5000
28.	Paint Line	1,550 LF	$ 2	$ 3100
29.	Modular Block Wall	160 SF	$ 100	$ 16,000

Subtotal (Schedule A): ..... $ 963,660

Washington State Sales Tax (0% per W.S. Revenue Rule 171): ..... $ 0

TOTAL CONSTRUCTION COST (SCHEDULE A): ..... $ 963,660

PROPOSAL - Continued

SCHEDULE B: SANITARY SEWER IMPROVEMENTS

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT
1.	Mobilization, Cleanup, and Demobilization	1 LS	$ 5000	$ 5000
2.	Minor Change	1 CALC	$10,000.00	$10,000.00
3.	Project Temporary Traffic Control	1 LS	$ 10,000	$ 10,000
4.	Work Zone Safety Contingency	1 FA	$500.00	$500.00
5.	Apprenticeship Incentive	1 CALC	$600.00	$600.00
6.	Apprenticeship Penalty	1 CALC	$0.00	$0.00
7.	SPCC Plan	1 LS	$ 1000	$ 1000
8.	Locate Existing Utilities	3 EA	$ 400	$ 1200
9.	Controlled Density Fill	30 CY	$ 200	$ 6000
10.	Crushed Surfacing Repair	495 SY	$ 5	$ 2475
11.	Commercial HMA Pavement Repair, Type 2	506 SY	$ 36	$ 18,216
12.	Manhole, 48 In. Diam.	10 EA	$ 3800	$ 38,000
13.	Manhole Additional Height, 48 In. Diam.	1 LF	$ 500	$ 500
14.	Drop Manhole Connection	1 EA	$ 6500	$ 6500
15.	Abandon Existing Manhole	1 EA	$ 2500	$ 2500
16.	Remove Existing Manhole	3 EA	$ 2000	$ 6000
17.	Connection to Existing Manhole	1 EA	$ 1000	$ 1000
18.	Trench Excavation Safety Systems	1 LS	$ 2500	$ 2500

PROPOSAL - Continued

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT
19.	Foundation Gravel	30 CY	$ 50	$ 1500
20.	Bank Run Gravel for Trench Backfill	240 CY	$ 30	$ 7200
21.	Plugging Existing Pipe	17 EA	$ 200	$ 3400
22.	Abandon Existing Sewer Pipe	24 CY	$ 200	$ 4800
23.	PVC Sanitary Sewer Pipe and Fittings, 8 In. Diam., Incl. Bedding Material	2,023 LF	$ 75	$ 151,725
24.	Maintaining Sewage Flow	1 LS	$ 5000	$ 5000
25.	Side Sewer Connection	19 EA	$ 500	$ 9,500
26.	PVC Side Sewer Pipe and Fittings, 4 In. Diam., Incl. Bedding Material	417 LF	$ 50	$ 20,850
27.	Erosion Control and Water Pollution Prevention	1 LS	$ 2500	$ 2500
28.	Cement Conc. Traffic Curb and Gutter	15 LF	$ 40	$ 600
29.	Cement Conc. Sidewalk	9 SY	$ 95	$ 855

Subtotal (Schedule B): ..... $ 319,921

Washington State Sales Tax (8.5%): ..... $ 27,193.29

TOTAL CONSTRUCTION COST (SCHEDULE B): ..... $ 347,114.29

PROPOSAL - Continued

SCHEDULE C: WATER SYSTEM IMPROVEMENTS

NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
1.	Mobilization, Cleanup, and Demobilization	1	LS	$ 5000	$ 5000
2.	Minor Change	1	CALC	$ 10,000	$ 10,000
3.	Project Temporary Traffic Control	1	LS	$ 5000	$ 5000
4.	Work Zone Safety Contingency	1	FA	$500.00	$500.00
5.	Apprenticeship Incentive	1	CALC	$ 600	$ 600
6.	Apprenticeship Penalty	1	CALC	$ 0	$ 0
7.	SPCC Plan	1	LS	$ 1000	$ 1000
8.	Locate Existing Utilities	12	EA	$ 400	$ 4800
9.	Controlled Density Fill	30	CY	$ 200	$ 6000
10.	Crushed Surfacing Repair	196	SY	$ 5	$ 980
11.	Commercial HMA Pavement Repair, Type 3	411	SY	$ 60	$ 24,660
12.	Trench Excavation Safety Systems	1	LS	$ 2500	$ 2500
13.	Foundation Gravel	31	CY	$ 50	$ 1550
14.	Bank Run Gravel for Trench Backfill	187	CY	$ 30	$ 5610
15.	PVC Pipe for Water Main, 8 In. Diam., Incl. Bedding Material	2,065	LF	$ 80	$ 165,200
16.	DI Pipe for Fire Hydrant , 6 In. Diam., Incl. Bedding Material	90	LF	$ 90	$ 8100
17.	Connection to Existing Water Main	5	EA	$ 3000	$ 15000

PROPOSAL - Continued

NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
18.	Remove Existing Water Main (3rd Avenue N)	1,090	LF	$ 30	$ 32,700
19.	Gate Valve, 8 In.	7	EA	$ 3000	$ 21,000
20.	Abandon Existing Valve	3	EA	$ 300	$ 900
21.	Fire Hydrant Assembly	3	EA	$ 8500	$ 25,500
22.	Salvage Existing Hydrant	3	EA	$ 500	$ 1500
23.	Service Connection, 2 In. Diam.	1	EA	$ 6000	$ 6000
24.	Service Connection, 1 In. Diam.	33	EA	$ 2500	$ 82,500
25.	Service Pipe, 2 In. Diam., Incl. Bedding Material	22	LF	$ 50	$ 1100
26.	Service Pipe, 1 In. Diam., Incl. Bedding Material	782	LF	$ 45	$ 35,190
27.	Erosion Control and Water Pollution Prevention	1	LS	$ 2500	$ 2500
28.	Cement Conc. Traffic Curb and Gutter	15	LF	$ 40	$ 600
29.	Cement Conc. Sidewalk	9	SY	$ 95	$ 855

Subtotal (Schedule C): ..... $ 466,845

Washington State Sales Tax (8.5%): ..... $ 39,681.83

TOTAL CONSTRUCTION COST (SCHEDULE C): ..... $ 506,526.83

PROPOSAL - Continued

BID SUMMARY

1. TOTAL CONSTRUCTION COST
(SCHEDULE A forwarded from page P-3): ..... $ 963,660

2. TOTAL CONSTRUCTION COST
(SCHEDULE B forwarded from page P-5): ..... $ 347,114.29

3. TOTAL CONSTRUCTION COST
(SCHEDULE C forwarded from page P-7): ..... $ 506,526.83

4. TOTAL CONSTRUCTION COST
(SCHEDULES A, B AND C) ..... $ 1,817,301.11

Note: A bid must be received on all items.

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: JR Construction

Address: 3999 St Joe Avenue, Post Falls, ID 83854

Telephone No. (208) 262-9531 Fax No. (208) 262-9541

Contact Person for this Project: Ross Schlotthauer

E-mail: estimating@construction-jr.com

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

19 Years

WORK TO BE COMPLETED BY BIDDER

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

Work to be Performed	Dollar Amount
Excavation, hauling, pipe work + Grading	Approx. 2 Million

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

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

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

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

Subcontractor Name N/A

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

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

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
1	3/14/2025	Ross Schlotthauer

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

Subject to any extensions of the Contract Time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 130 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 140 working days (the Physical Completion Date) from when Contract Time begins.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be $1,500.00 per day for each and every working day beyond the Contract Time allowed for substantial completion until the Substantial Completion Date is achieved and $750.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

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

Dept. of Labor and Industries Workman's Compensation Account No. is 910542-00;
Dept. of Licensing Contractor's Registration No. is JRCONC*812QK;
Unified Business Identifier Number is 603 202 116;
Excise Tax Registration Number is 606 202 116; and
Employment Security Account Number is 867455-00-00.

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

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

PROPOSAL - Continued

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

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.

2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date March 12, 2025, that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Sincerely,

_____ 3/26/2025
Sign Name Date

By: Ross Schlotthauer, President Post Falls, ID
Print Name, Title Location Executed (City, State or County)

JR Construction
Print Company Name

Amount of Proposal deposit: $ _____ Check No. _____,

or Proposal bond in the amount of $5%

_____, issued through Merchant's Bonding Company (Mutual)
Name of Bank/Bonding Company

located at 6700 Westown Pkwy , West Des Moines, IA 50266
Mailing Address

(800) 678-8171
Telephone Number of Bank/Bonding Company

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we JR Construction

of Post Falls, ID as principal, and the Merchants Bonding Company (Mutual)

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

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

3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT

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

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the **CITY OF OKANOGAN** within a period of 10 days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this 20th day of March, 2025.

JR Construction

By: _____
(Principal)

Merchants Bonding Company (Mutual)
(Surety)

By: _____
Kristine Santamaria (Attorney-in-fact)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allison McClintock; Amber Engel; Benjamin Wells; Brock Dinneen; Debbie Lindstrom; Holly E Ulfers; Jamie Armfield; Jeff Hansen; Kathleen M Mitchell; Kathy Nye; Kristine Santamaria; Laura Kovarik; Marina Matyunin; Rob Tobeck; Roxana Palacios; Scott C Alderman; Tara A Koloski; Tatiana Gefter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of February , 2025 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 6th day of February 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of March , 2025 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

CITY OF OKANOGAN

OKANOGAN COUNTY **WASHINGTON**

CONTRACT PROVISIONS

for

3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT

G&O #24825 & 24851
MARCH 2025

Gray & Osborne, Inc.
CONSULTING ENGINEERS

CITY OF OKANOGAN

OKANOGAN COUNTY **WASHINGTON**

CONTRACT PROVISIONS

3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT

TIM DEVRIES
STATE OF WASHINGTON
56944
REGISTERED
PROFESSIONAL ENGINEER

DAVID GLYN ELLIS
STATE OF WASHINGTON
03/10/2025
42768
REGISTERED
PROFESSIONAL ENGINEER

3/11/2025

G&O #24825 & 24851
MARCH 2025

Gray & Osborne, Inc.
CONSULTING ENGINEERS

CALL FOR BIDS

CITY OF OKANOGAN

3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT ENGINEER'S ESTIMATE $2,300,000 - $2,500,000

Sealed Proposals will be received by the undersigned at the City of Okanogan, 120 3rd Avenue North, Okanogan, Washington 98840 up to 11:00 a.m.; local time on Wednesday, March 26, 2025, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct 3rd Avenue Reconstruction and Utility Replacement.

This project consists of the reconstruction of approximately 1,700 LF of 3rd Avenue from Irene Street to Greta Street, including, but not limited to, excavation, grading, crushed surfacing materials, hot mix asphalt, storm drainage facilities, cement concrete curb and gutter, sidewalk, replacement of water main and sewer main along 3rd Avenue and adjacent areas, pavement markings, surface restoration, utility adjustments, and other work all in accordance with the attached Contract Plans, Special Provisions, and the Standard Specifications.

The Work shall be substantially complete within 130 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the City Clerk, City Hall, Okanogan, Washington.

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

Bid Documents for this project are available free-of-charge at the following website: https://gobids.grayandosborne.com. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the Bidders List. For assistance, please call (509) 453-4833. Contract questions shall be directed only to the office of the Project Engineer.

Financing of the Project has been provided by City of Okanogan, Washington, The Washington State Transportation Improvement Board, and the Washington State Public Works Board. All work performed on this project will be subject to state prevailing wage rates. All Contractors must be licensed in the State of Washington to conduct business. The City of Okanogan is an Equal Opportunity and Affirmative Action Employer. The City of Okanogan expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities in any Proposal.

(Signed) **JESSICA BLAKE**
CITY CLERK

CONTRACT PROVISIONS

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CITY OF OKANOGAN

3RD AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT

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PART 1

BID DOCUMENTS

BIDDER'S CHECKLIST

1. REQUIRED FORMS

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

a.	Proposal (including Statement of Bidder's Qualifications)	(Pages P-1 - P-12)
b.	Bid Deposit or Proposal Bond	(PB-1)

2. SUPPLEMENTAL BIDDER CRITERIA

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

3. AGREEMENT FORMS

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

a.	Agreement	(Pages A-1 - A-3)
b.	Performance Bond	(Page B-1)
c.	Public Works Payment Bond	(Page B-2)
d.	Certificate of Insurance	
e.	Certificate of Builders Risk Insurance (when required)	

3rd AVENUE RECONSTRUCTION
AND UTILITY REPLACEMENT

PROPOSAL

City of Okanogan
120 3rd Avenue North
Okanogan, Washington 98840

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

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

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

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

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

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

PROPOSAL - Continued

SCHEDULE A: ROADWAY RECONSTRUCTION

NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
1.	Mobilization, Cleanup, and Demobilization	1	LS	$_____	$_____
2.	Apprenticeship Incentive	1	CALC	$800.00	$800.00
3.	Apprenticeship Penalty	1	CALC	$0.00	$0.00
4.	Project Temporary Traffic Control	1	LS	$_____	$_____
5.	Work Zone Safety Contingency	1	FA	$1,250.00	$1,250.00
6.	SPCC Plan	1	LS	$_____	$_____
7.	Clearing and Grubbing	1	LS	$_____	$_____
8.	Excavation, Embankment and Grading, Incl. Haul	2,280	CY	$_____	$_____
9.	Crushed Surfacing Base Course	1,700	TN	$_____	$_____
10.	Crushed Surfacing Top Course	770	TN	$_____	$_____
11.	Crushed Surfacing Repair	2,250	SY	$_____	$_____
12.	Commercial HMA, Cl. 3/8 In. PG64H-28	860	TN	$_____	$_____
13.	Commercial HMA Pavement Repair, Type 1	380	SY	$_____	$_____
14.	Storm Sewer Pipe, 12 In. Diam., Incl. Bedding	590	LF	$_____	$_____
15.	Catch Basin, Type 1	14	EA	$_____	$_____
16.	Catch Basin, Type 2, 48 In. Diam.	7	EA	$_____	$_____
17.	Infiltration Trench	240	LF	$_____	$_____
18.	Trench Excavation Safety Systems	1	LS	$_____	$_____

PROPOSAL - Continued

NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
19.	Bank Run Gravel for Trench Backfill	50	CY	$_____	$_____
20.	Erosion Control and Water Pollution Prevention	1	LS	$_____	$_____
21.	Sod Installation	60	SY	$_____	$_____
22.	Cement Conc. Traffic Curb and Gutter	1,940	LF	$_____	$_____
23.	Cement Conc. Rolled Curb and Gutter	1,530	LF	$_____	$_____
24.	Cement Conc. Driveway Entrance	380	SY	$_____	$_____
25.	Cement Conc. Sidewalk	660	SY	$_____	$_____
26.	Cement Conc. Curb Ramp	5	EA	$_____	$_____
27.	Permanent Signing	1	LS	$_____	$_____
28.	Paint Line	1,550	LF	$_____	$_____
29.	Modular Block Wall	160	SF	$_____	$_____

Subtotal (Schedule A): .....$_____

Washington State Sales Tax (0% per W.S. Revenue Rule 171): .....$_____

TOTAL CONSTRUCTION COST (SCHEDULE A): .....$_____

PROPOSAL - Continued

SCHEDULE B: SANITARY SEWER IMPROVEMENTS

NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
1.	Mobilization, Cleanup, and Demobilization	1	LS	$_____	$_____
2.	Minor Change	1	CALC	$10,000.00	$10,000.00
3.	Project Temporary Traffic Control	1	LS	$_____	$_____
4.	Work Zone Safety Contingency	1	FA	$500.00	$500.00
5.	Apprenticeship Incentive	1	CALC	$600.00	$600.00
6.	Apprenticeship Penalty	1	CALC	$0.00	$0.00
7.	SPCC Plan	1	LS	$_____	$_____
8.	Locate Existing Utilities	3	EA	$_____	$_____
9.	Controlled Density Fill	30	CY	$_____	$_____
10.	Crushed Surfacing Repair	495	SY	$_____	$_____
11.	Commercial HMA Pavement Repair, Type 2	506	SY	$_____	$_____
12.	Manhole, 48 In. Diam.	10	EA	$_____	$_____
13.	Manhole Additional Height, 48 In. Diam.	1	LF	$_____	$_____
14.	Drop Manhole Connection	1	EA	$_____	$_____
15.	Abandon Existing Manhole	1	EA	$_____	$_____
16.	Remove Existing Manhole	3	EA	$_____	$_____
17.	Connection to Existing Manhole	1	EA	$_____	$_____
18.	Trench Excavation Safety Systems	1	LS	$_____	$_____

PROPOSAL - Continued

NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
19.	Foundation Gravel	30	CY	$_____	$_____
20.	Bank Run Gravel for Trench Backfill	240	CY	$_____	$_____
21.	Plugging Existing Pipe	17	EA	$_____	$_____
22.	Abandon Existing Sewer Pipe	24	CY	$_____	$_____
23.	PVC Sanitary Sewer Pipe and Fittings, 8 In. Diam., Incl. Bedding Material	2,023	LF	$_____	$_____
24.	Maintaining Sewage Flow	1	LS	$_____	$_____
25.	Side Sewer Connection	19	EA	$_____	$_____
26.	PVC Side Sewer Pipe and Fittings, 4 In. Diam., Incl. Bedding Material	417	LF	$_____	$_____
27.	Erosion Control and Water Pollution Prevention	1	LS	$_____	$_____
28.	Cement Conc. Traffic Curb and Gutter	15	LF	$_____	$_____
29.	Cement Conc. Sidewalk	9	SY	$_____	$_____

Subtotal (Schedule B): .....$_____

Washington State Sales Tax (8.5%): .....$_____

TOTAL CONSTRUCTION COST (SCHEDULE B): .....$_____

SCHEDULE C: WATER SYSTEM IMPROVEMENTS

NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
1.	Mobilization, Cleanup, and Demobilization	1	LS	$_____	$_____
2.	Minor Change	1	CALC	$_____	$_____
3.	Project Temporary Traffic Control	1	LS	$_____	$_____
4.	Work Zone Safety Contingency	1	FA	$500.00	$500.00
5.	Apprenticeship Incentive	1	CALC	$_____	$_____
6.	Apprenticeship Penalty	1	CALC	$_____	$_____
7.	SPCC Plan	1	LS	$_____	$_____
8.	Locate Existing Utilities	12	EA	$_____	$_____
9.	Controlled Density Fill	30	CY	$_____	$_____
10.	Crushed Surfacing Repair	196	SY	$_____	$_____
11.	Commercial HMA Pavement Repair, Type 3	411	SY	$_____	$_____
12.	Trench Excavation Safety Systems	1	LS	$_____	$_____
13.	Foundation Gravel	31	CY	$_____	$_____
14.	Bank Run Gravel for Trench Backfill	187	CY	$_____	$_____
15.	PVC Pipe for Water Main, 8 In. Diam., Incl. Bedding Material	2,065	LF	$_____	$_____
16.	DI Pipe for Fire Hydrant , 6 In. Diam., Incl. Bedding Material	90	LF	$_____	$_____
17.	Connection to Existing Water Main	5	EA	$_____	$_____

PROPOSAL - Continued

NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
18.	Remove Existing Water Main (3rd Avenue N)	1,090	LF	$_____	$_____
19.	Gate Valve, 8 In.	7	EA	$_____	$_____
20.	Abandon Existing Valve	3	EA	$_____	$_____
21.	Fire Hydrant Assembly	3	EA	$_____	$_____
22.	Salvage Existing Hydrant	3	EA	$_____	$_____
23.	Service Connection, 2 In. Diam.	1	EA	$_____	$_____
24.	Service Connection, 1 In. Diam.	33	EA	$_____	$_____
25.	Service Pipe, 2 In. Diam., Incl. Bedding Material	22	LF	$_____	$_____
26.	Service Pipe, 1 In. Diam., Incl. Bedding Material	782	LF	$_____	$_____
27.	Erosion Control and Water Pollution Prevention	1	LS	$_____	$_____
28.	Cement Conc. Traffic Curb and Gutter	15	LF	$_____	$_____
29.	Cement Conc. Sidewalk	9	SY	$_____	$_____

Subtotal (Schedule C): .....$_____

Washington State Sales Tax (8.5%): .....$_____

TOTAL CONSTRUCTION COST (SCHEDULE C): .....$_____

PROPOSAL - Continued

BID SUMMARY

1. TOTAL CONSTRUCTION COST
   (SCHEDULE A forwarded from page P-3): .....$_____

2. TOTAL CONSTRUCTION COST
   (SCHEDULE B forwarded from page P-5): .....$_____

3. TOTAL CONSTRUCTION COST
   (SCHEDULE C forwarded from page P-7): .....$_____

4. TOTAL CONSTRUCTION COST
   (SCHEDULES A, B AND C) .....$_____

Note: A bid must be received on all items.

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No. _____ Fax No. _____

Contact Person for this Project: _____

E-mail: _____

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

_____

WORK TO BE COMPLETED BY BIDDER

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

Work to be Performed	Dollar Amount

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

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

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

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

Subcontractor Name _____

Work to be performed _____

_____

_____

Subcontractor Name _____

Work to be performed _____

_____

_____

Subcontractor Name _____

Work to be performed _____

_____

_____

Subcontractor Name _____

Work to be performed _____

_____

_____

Subcontractor Name _____

Work to be performed _____

_____

_____

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

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient

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

Subject to any extensions of the Contract Time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 130 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 140 working days (the Physical Completion Date) from when Contract Time begins.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be $1,500.00 per day for each and every working day beyond the Contract Time allowed for substantial completion until the Substantial Completion Date is achieved and $750.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

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

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

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

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

PROPOSAL - Continued

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

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.

2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date March 12, 2025, that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Sincerely,

_____ _____

Sign Name Date

By: _____ _____

Print Name, Title Location Executed (City, State or County)

_____

Print Company Name

Amount of Proposal deposit: $ _____ Check No. _____,

or Proposal bond in the amount of $ _____

_____ , issued through _____

Name of Bank/Bonding Company

located at _____

Mailing Address

_____

Telephone Number of Bank/Bonding Company

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

_____

of _____ as principal, and the _____

_____

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

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

3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT

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

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the **CITY OF OKANOGAN** within a period of 10 days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this_____day of_____, _____.

_____

_____
(Principal)

_____
(Surety)

_____
(Attorney-in-fact)

PART 2

AGREEMENT AND BONDS

AGREEMENT

THIS AGREEMENT is entered into by and between the **CITY OF OKANOGAN** hereinafter called the Owner) and _____ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

[Include description of all schedules, alternate or additive items awarded]

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within _____ working days (the Substantial Completion Date) and physically complete the Work within _____working days (the Physical Completion Date).

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner ($_____) per day for each working day beyond the Substantial Completion Date until the Contractor achieves substantial completion of the Work and ($_____) per day for each working day beyond the Physical Completion Date until the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

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

INFORMATION ONLY

ARTICLE 5. CONTRACT.

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

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

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

ARTICLE 6. MISCELLANEOUS.

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

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

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

INFORMATION ONLY

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

CITY OF OKANOGAN

By_____

Date_____

CONTRACTOR

License No. _____

By_____

Title_____

Attest_____

Name and Address for giving notices (print)

_____

_____

_____

INFORMATION ONLY

PUBLIC WORKS PERFORMANCE BOND
to OKANOGAN, WA

Bond No. _____

The **CITY OF OKANOGAN**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as 3rd Avenue Reconstruction and Utility Replacement, in Okanogan, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

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

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

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

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

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

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

PRINCIPAL	SURETY
_____	_____
Principal Signature Date	Surety Signature Date
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

Local office/agent of Surety Company:

Name _____ Telephone _____

Address _____

INFORMATION ONLY

PUBLIC WORKS PAYMENT BOND
to CITY OF OKANOGAN, WA

Bond No. _____

The **CITY OF OKANOGAN**, Washington, (City or County) has awarded to _____ (Principal), a contract for the construction of the project designated as 3rd Avenue Reconstruction and Utility Replacement, in Okanogan, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

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

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

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

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

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

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

PRINCIPAL		SURETY	
_____		_____	
Principal Signature	Date	Surety Signature	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

Local office/agent of Surety Company:

Name _____ Telephone _____

Address _____

INFORMATION ONLY

PART 3

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2025 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOTGSP)
(May 1, 2013 G&O GSP) Agency Special Provision

Project specific special provisions are labeled without a date as such:

(******)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, current edition

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

DIVISION 1

GENERAL REQUIREMENTS

DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK(March 13, 1995 WSDOT GSP)

This project consists of the reconstruction of approximately 1,700 LF of 3rd Avenue from Irene Street to Greta Street, including, but not limited to, excavation, grading, crushed surfacing materials, hot mix asphalt, storm drainage facilities, cement concrete curb and gutter, sidewalk, replacement of water main and sewer main along 3rd Avenue and adjacent areas, pavement markings, surface restoration, utility adjustments, and other work all in accordance with the attached Contract Plans, Special Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(February 7, 2022 G&O GSP)

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

This Section is supplemented with the following:

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

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

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

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

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

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

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

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

Contract
The written agreement between the Contracting Agency and the Contractor. It describes, among other things:

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

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

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

Contract Documents
See definition for "Contract."

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

Contracting Agency (Owner)
Agency of Government that is responsible for the execution and administration of the Contract.

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

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

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

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

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

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

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

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

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)

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

1-02.1(1) Supplemental Qualifications Criteria
(April 6, 2018 G&O GSP)

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14.

1-02.2 Plans and Specifications
(June 27, 2011 G&O GSP)

Delete this Section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Large Plans (22" x 34")	1	Furnished automatically
Contract Provisions	3	Furnished automatically
Reduced Plans (11" x 17")	3	Furnished automatically

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

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

1-02.4(1) General
(December 30, 2022 APWA GSP Option A)

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

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

(January 26, 2024 G&O GSP)
This Section is supplemented with the following:

Bidders shall review the entire Contract to ensure that the completeness of their Proposal includes all items of Work regardless of where shown in the Contract. Bidders are cautioned that alternate sources of information (copies of the Contract obtained from third parties) are not necessarily an accurate or complete representation of the Contract. Bidders shall use such information at their own risk.

Soil log information is included in the Appendix and is referenced information.

1-02.4(2) Subsurface Information
(February 7, 2022 G&O GSP)

Delete this Section and replace it with the following:

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

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

b. Moisture conditions and indicated water tables will not vary from those found at the time the borings were made;

c. The ground at the location of the borings has not been physically disturbed or altered after the boring was made; and

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

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

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

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

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

2. Other conclusions, interpretations, opinions, representations, and information contained in such reports; or

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

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

1-02.5 Proposal Forms

(June 27, 2011 G&O GSP)

Delete this Section and replace it with the following:

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

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

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

1-02.6 Preparation of Proposal
(December 19, 2024 G&O GSP)

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

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

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

Supplemented this Section with the following:

Bid bonds shall contain the following:

1. The name of the project;

2. The name of the Contracting Agency, named as the obligee;

3. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;

4. The signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the Proposal should agree with the signature on the bond, and the title of the person must accompany the said signature;

5. The signature of the surety's officer empowered to sign the bond, and the power of attorney.

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

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

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

The Proposal, bid deposit, and all other certificates, forms or other documents required by any Contract Provisions to be executed and delivered with said Proposal shall be submitted, in a sealed package, addressed to the Contracting Agency, and plainly marked "Proposal for _____ (insert name of project as shown on the Proposal) to be opened on the _____ day of _____, 20___," (said day, month and year to be used as shown in the published Call for Bids).

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

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

Delete this Section and replace it with the following:

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

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and

2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and

3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

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

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

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

Delete this Section in its entirety.

1-02.13 Irregular Proposals
(September 3, 2024 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:

   a. The Bidder is not prequalified when so required;

   b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;

   c. A price per unit cannot be determined from the Bid Proposal;

   d. The Proposal form is not properly executed;

   e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;

f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;

g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;

h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;

i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

j. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or

k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

2. A Proposal may be considered irregular and may be rejected if:

a. The Proposal does not include a unit price for every Bid item;

b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;

c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;

d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;

e. Receipt of Addenda is not acknowledged;

f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or

g. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders
(March 1, 2023 G&O GSP)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1 through 9 in this Section:

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1. Evidence that the Bidder meets Supplemental Criteria 2 through 9 shall be provided by the Bidder as stated later in this Section.

1. **Federal Debarment**

A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.

B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

2. **Delinquent State Taxes**

A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

B. Documentation: The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Department of Revenue. If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

3. **Subcontractor Responsibility**

A. Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder complies with the subcontractor responsibility requirements of RCW 39.06.020.

4. **Claims Against Retainage and Bonds**

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

B. Documentation: The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date. If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, they shall submit a list of the public works projects completed in the 3 years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;

- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. **Termination for Cause/Termination for Default**

A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

7. **Lawsuits**

A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits

with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

8. **Contract Time (Liquidated Damages)**

A. Criterion: The Bidder shall not have had liquidated damages assessed on any projects it has completed 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet contract time, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had liquidated damages assessed on any projects it has completed within the five years prior to the bid submittal date, or shall submit a list of Projects with assessed liquidated damages along with Owner contact information, and number of days assessed liquidated damages.

9. **Capacity and Experience**

A. Criterion: The Bidder shall have sufficient current capacity and the Bidder, subcontractors, and project superintendent assigned to the project shall have experience to meet the requirements of this Project. The Bidder, subcontractors, and the project superintendent shall meet the experience requirements as defined in Appendix A, Supplemental Bidder Responsibility Criteria.

B. Documentation: The Bidder shall, if and when required as detailed below, on a form to be provided by the Contracting Agency, provide the information requested in Appendix A documenting qualifications and experience. The Contracting Agency may check owner references for previous projects

and may evaluate the owner's assessment of the Bidder performance.

As evidence that the Bidder meets Supplemental Responsibility Criteria 2 through 9 stated above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets Supplemental Criteria 2 through 9 together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with Supplemental Responsibility Criteria 2 through 9. The Contracting Agency reserves the right to request further documentation as needed from the low bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

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

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

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests

to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than 5 business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

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

Revise this Section to read:

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

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

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

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

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

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

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids
(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount

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

1-03.2 Award of Contract
(June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

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

1-03.3 Execution of Contract
(January 11, 2023 G&O GSP)

Delete this Section and replace it with the following:

Within 10 calendar days after the Award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, and satisfactory bonds as required by law and Section 1-03.4 and the Transfer of Coverage form for the Construction Stormwater General Permit with Section I, III, and VII completed when provided. Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide any pre-Award information the Contracting Agency may require under Section 1-02.15.

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

A written Notice to Proceed will be issued after the Contract has been executed by the Contractor and the Contracting Agency, and the

performance and labor and material payment bonds, other required certificates and documents and insurance certificates are approved by the Contracting Agency or, where applicable, by State or Federal agencies responsible for funding any portion of the project.

1-03.4 Contract Bond

(July 21, 2020, G&O GSP)

Revise the first paragraph to read:

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

1. Be on Contracting Agency-furnished forms;

2. Be signed by an approved surety (or sureties) that:

   a. Is registered with the Washington State Insurance Commissioner; and

   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;

4. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract including, but not limited to, the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

   a. Of the Contractor (or any of the employees, Subcontractors, or lower tier Subcontractors of the Contractor) to faithfully perform and comply with the contract; or

   b. Of the Contractor (or the Subcontractors or lower tier Subcontractors of the Contractor) to pay all laborers, mechanics, Subcontractors, lower tier Subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the Work.

5. Be conditioned upon payment of taxes, increases, and penalties incurred on the project under Titles 50, 51, and 82 RCW; and

6. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and

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

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

Revise this Section to read:

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

1-04 SCOPE OF THE WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(January 13, 2023 G&O GSP)

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

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

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

1. Addenda;

2. Proposal Form and Agreement;

3. Special Provisions;

4. Contract Plans;

5. Standard Specifications;

6. Contracting Agency's Standard Plans or Details (if any); and

7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

(January 19, 2022 APWA GSP)
The first two sentences of the last paragraph of Section 1-04.4 are deleted.

1-04.4(1) Minor Changes
(June 7, 2019 G&O GSP)

This Section is revised to read as follows:

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

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

Payments will be determined in accordance with Section 1-09.4. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for "Minor Change" in the Proposal to become a part of the total Bid by the Contractor. The Contractor/Bidder is

cautioned that payment of any portion of this bid item is not guaranteed unless such need arises during the performance of this project. Where references are made herein to consider some work incidental to the Contract and as such to merge the cost of incidental work into the various items bid, no such costs shall be merged into this bid item.

All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

1-04.6 Variation in Estimated Quantities
(December 30, 2022 APWA GSP, Option B)

Revise the first paragraph to read:

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

1-05 CONTROL OF WORK

1-05.1 Authority of the Engineer
(July 21, 2020 G&O GSP)

This Section is supplemented with the following:

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

Contractor determines to be appropriate. The Engineer's performance of project representation and observation services for the Contracting Agency shall not make the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures. The Engineer also shall not be responsible for construction means, methods, techniques, sequences, or procedures or for the Contractor's failure to properly perform the Work, all of which are entirely the responsibility of the Contractor.

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

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

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

This Section is supplemented with the following:

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

The Inspector does not purport to be a safety expert, and is not engaged in that capacity under this Contract or the Engineer's contract with the Contracting Agency. The Inspector does not have the authority or the responsibility to enforce construction safety laws, rules, regulations or

procedures, or to order the stoppage of Work for claimed violations thereof. From time to time, the Inspector may inform the Contractor of conditions that may constitute safety issues or violations. Such information will be provided solely to cooperate with and assist the Contractor and shall not make the Inspector or the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures. After receiving information relating to safety issues from the Resident Engineer, the Contractor shall make its own examination and analysis of the situation reported and take such action, if any, that the Contractor determines to be appropriate. The Inspector's performance of project representation and observation services shall not make the Inspector responsible for the enforcement of safety laws, rules, regulations or procedures; nor shall it make the Inspector responsible for construction means, methods, techniques, sequences, or procedures, or for the Contractor's failure to properly perform the Work, all of which are entirely the responsibility of the Contractor.

1-05.4 Conformity With and Deviation from Plans and Stakes
(December 19, 2024 G&O GSP)

Delete this Section and replace it with the following:

1-05.4(1) Description

The Contracting Agency will provide construction survey for this project as specifically listed herein. The Contractor shall furnish all additional survey he deems necessary beyond that stated below. All costs of Contractor provided survey to include any additional calculations, surveying, and measuring required for utilizing and maintaining the necessary lines and grades provided by the Contracting Agency shall be the Contractor's responsibility and shall be considered incidental to the project, and as such, merged in the various prices bid. The Contractor shall be responsible for maintaining and the cost of resetting all Contracting Agency-provided stakes, hubs, lath, nails, etc. All construction staking provided by the Contracting Agency is on a "One-Time Basis" only. Any restaking required due to stakes being removed, lost, damaged, or displaced by the Contractor, Contractor's Subcontractor, Contractor's material suppliers, or others working directly or indirectly for the Contractor shall be replaced at the Contractor's expense. As such, the Contracting Agency's surveyors will be employed for this restaking. The Contractor shall be charged by the Contracting Agency at $200.00 per hour including travel time and the cost of this Work shall be deleted from money due the Contractor.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published

by the American Congress on Surveying and Mapping, and the American Society of Civil Engineers.

Contracting Agency provided survey shall include one set of the following:

1. Contracting Agency will establish the centerlines of all alignments, by placing hubs, stakes, nails, or marks on centerline or on offsets to centerline, including the beginning and end points of horizontal and vertical curves. Centerline alignment points will be set at intervals of approximately 100 feet.

2. Contracting Agency will establish clearing limits, placing stakes at all major angle points and at intermediate points at approximately 100-foot intervals.

3. Contracting Agency will establish grading limits, placing slope stakes at centerline increments of approximately 50 feet. Contracting Agency will establish offset reference to all slope stakes.

4. Contracting Agency will establish the horizontal and vertical location of all major sanitary, storm, and water structures, placing offset stakes to all sanitary, storm, and water structures. An offset line will be staked for the horizontal sanitary and storm pipe alignment as follows: one stake at 25 foot and one stake at 100-foot stations, as measured upstream from structures. Water mains will be staked at tees, angle points, and at approximate 200-foot intervals.

5. Contracting Agency will establish centerline subgrade roadbed elevations by placing cut/fill stakes. Contracting Agency will establish centerline final surfacing grades by placing grade stakes to top of gravel elevations. Subgrade and top of gravel stakes will be set at horizontal intervals not greater than 50 feet in tangent sections and 25 feet in more severe vertical curve transitions.

6. Contracting Agency will establish intermediate elevation benchmarks, and/or control points, as needed to check Work throughout the project.

7. Contracting Agency will place offset stakes for “TBC” top back of curb in curb at horizontal intervals not greater than 50 feet in tangent sections and 25 feet in vertical curve transitions,

including curb returns, mid-point in curb returns and radius point.

8. Contracting Agency will provide one-time staking and layout, to adequately locate, construct, and check the specific construction activity as follows:

   - Block or modular block walls will be staked with a single offset line to the bottom face of wall, placing stakes at beginning and end of walls, horizontal angle points/curves and at approximately 50-foot intervals.
   - Illumination poles, signal poles, junction boxes, and sign posts will be staked with a single offset point.
   - Channelization striping will NOT be staked by the Contracting Agency. Rather it shall be staked/located by the Contractor and reviewed in the field by the Engineer prior to its installation.

9. Contracting Agency will establish horizontal locations of additional project items only if such locations cannot be readily determined from other project features and details in the Contract Documents, including but not limited to the following:

   - Fencing and railings (including gates), guardrail, centerline of ADA ramps, centerline of driveway approaches, concrete stairs, traffic signal loops, control cabinets/service cabinets, landscaping, irrigation facilities and sawcuts.

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

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

The Contracting Agency is responsible for locating and referencing those monuments shown on the Plans, of being removed or destroyed during construction, and preparing the State forms for those monuments only. The Contractor shall protect all survey markers, monuments, and property corners unless shown otherwise on the Plans. The Contractor shall work to preserve the existing monumentation as provided in RCW 58.09.130 and WAC 332-120. The Contractor shall notify the Engineer immediately if it

becomes apparent that a survey marker will be disturbed due to construction. The Contractor shall allow 5 working days for the Engineer to acquire adequate information so that the monument, including property corners, may be replaced referenced in its original position prior to disturbance. All cost associated with replacement of monuments that have been disturbed before being referenced due to lack of proper notification by the Contractor shall be deducted from monies due to the Contractor.

The Contracting Agency will provide the survey for the new monuments and stamp the bronze plugs. The Contractor shall provide the monument case, cover, and monument as shown on the Plans.

The Contractor shall provide traffic control sufficient to permit the Engineer to set those points and elevations that are the responsibility of the Contracting Agency and to perform random checks of the surveying performed by the Contractor.

The Contractor shall provide a work site clear of equipment, stockpiles and obstructions which has been prepared and maintained to permit construction staking to proceed in a safe and orderly manner.

The Contractor shall keep the Engineer informed of staking requirements to provide the Engineer with adequate time to set the stakes for which the Contracting Agency is responsible. Contractor requests for stakes shall be made, in writing on the form provided by the Engineer, at least 3 full working days before the Engineer is required to begin the staking operation.

1-05.4(2) Payment

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

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

This Section is supplemented with the following:

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

Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

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

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

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

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

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

Delete this Section and replace it with the following:

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

1-05.11(1) Substantial Completion Date

When the Contractor considers the Work to be substantially complete, the Contractor shall notify the Engineer in writing and request that the Engineer establish the Substantial Completion Date. The Contractor's notice shall

list the specific items of the Work that remain to be completed in order to achieve physical completion. The Engineer will schedule an inspection of the Work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within seven days after receipt of the written notice listing the deficiencies, the Contracting Agency may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed any extension of the Contract time or

additional compensation because of a delay in the performance of the Work attributable to the exercise of the Contracting Agency's rights hereunder.

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

Add the following new section:

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

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

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

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

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

Delete the sixth and seventh paragraph of this Section.

1-05.15 Method of Serving Notices
(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

> ### 1-05.16 Water and Power (New Section)
> (October 1, 2005 APWA GSP)
>
> > The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the Work, unless the Contract includes power and water as a pay item.

1-06 CONTROL OF MATERIAL

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

This Section is supplemented with the following:

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

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

a. Manufacturer's literature
b. Shop drawings
c. Material samples
d. Test reports

Timing of Product Submittals

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

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

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

Number of Submittals

Submittals shall be provided by email.

Resubmittals

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

Delays

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

Payment

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

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

This Section is supplemented with the following:

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

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

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

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

1-06.2 Acceptance of Materials

1-06.2(1) Samples and Test for Acceptance
(January 11, 2023 G&O GSP)

This Section is supplemented with the following:

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

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

Earthwork

Item	Location	Test	Testing Frequency
Undisturbed Native Soil	Structures	In Place Density(3)	Two random tests in building footings and two tests on subgrade within building line.
		Moisture Density Relationship (Modified Proctor)	One test and any time material type changes.
Fills and Backfills	Structures (adjacent to)	In Place Density(3)	One test per structure Backfills per 2,000 sq. ft. taken 12 inches below finished Grade.
		Moisture Density Relationship (Modified Proctor)	One test and any time material type changes.
Subgrades	Site	In Place Density(3)	One test per lift per 2,500 sq. ft.
		Moisture Density Relationship (Modified Proctor)	One test and any time material type changes.
Embankments or Borrow	Any	In Place Density(3)	One test per lift per 500 cubic yards placed.

Trenching

Item	Test	Testing Frequency
Pipe Bedding	Gradation(1)	One for each material source.
	Moisture Density Relationship (Modified Proctor)	One test and any time material changes
Trench Backfill	Gradation(1)	One for each material source.

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

Aggregate Materials

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

Hot Mix Asphalt and Asphalt Treated Base

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

Hot Mix Asphalt Aggregate(9)

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

PCC Paving

Item	Test	Testing Frequency
Course Aggregate(7)	Gradation	1 – 1,000 CY.
Fine Aggregate(7)	Gradation	1 – 1,000 CY.
Combined Aggregate(7)	Gradation	1 – 1,000 CY.
Air Content(10)	Air	Each Day; First truck and each load until two successive loads meet specification.
Cylinders	Compressive Strength (28 Day)	1 – 500 CY.
Beam	Flextural Strength (14 Day)	1 – 500 CY.
Core	Density Thickness	1 – 500 CY. 1 – 500 CY.
Cement(6)	Chemical and Physical Certification	

PCC Structures (All PCC except PCC Paving)

Item	Test	Testing Frequency
Course Aggregate(7)(8)	Gradation	1 – 1,000 CY.
Fine Aggregate(7)(8)	Gradation	1 – 1,000 CY.
Combined Aggregate(7)(8)	Gradation	1 – 1,000 CY.
Consistency(10)	Slump	Each Day; First truck and each load until two successive loads meet specification.
Air Content(10)	Air	Each Day; First truck and each load until two successive loads meet specification.
Cylinders (28 Day)(8)	Compressive Strength	1 – 50 CY.
Cement(6)(8)	Chemical and Physical Certification	
Grout	Compressive Strength	1 set/day.

(1) All acceptance tests shall be conducted from in-place samples.
(2) Additional tests shall be conducted when variations occur due to the Contractor's operations, weather conditions, site conditions, etc.
(3) All compaction shall be in accordance with the Compaction Control Test of Section 2-03.3(14)D. The nuclear densometer, if properly calibrated, may be used for the required testing frequency and procedures. The densometer shall be calibrated and is recommended for use when the time for complete results becomes critical.
(4) Depending on soil conditions, it is anticipated that compaction tests will be required at depths of two feet above the pipe and at each additional two feet to the existing surface plus a test at the surface.
(5) A minimum of three samples, on a random basis, shall be taken and tested.
(6) Cement may be accepted by the Engineer based on the Manufacturer's Mill Test Report number indicating full conformance to the Specification.
(7) The frequency for fine, course, and combined concrete aggregate samples for PCC Paving and PCC Structures shall be based on the cubic yard (CY) of concrete.
(8) Commercial concrete will be accepted with Certificate of Compliance.
(9) Hot mix asphalt aggregate tests are not required for Commercial HMA or for HMA Cl. ____ PG ___ that has a project quantity of ≤ 400 tons.
(10) Agency representative to witness each test.

Payment

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

1-06.2(2)B Financial Incentive
(January 4, 2024 G&O GSP)

Replace the first sentence of this Section with the following:

The maximum Composite Pay Factor shall be 1.00.

1-06.4 Handling and Storing Materials
(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

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

1-06.6 Recycled Materials
(January 4, 2016 APWA GSP)

Delete this Section, including its subsections, and replace it with the following:

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

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

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

All Work under this Contract shall be performed in a safe manner. The Contractor and all Subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA or any other jurisdiction, and all other applicable safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.

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

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

(April 3, 2006 WSDOT GSP)
This Section is supplemented with the following:

Confined Space

Confined spaces are known to exist at the following locations:

All manholes and underground structures within the project limits.

The Contractor shall be fully responsible for the safety and health of all on-site workers and compliant with Washington Administrative Code (WAC 296-809).

The Contractor shall prepare and implement a confined space program for the Work. No work shall be performed in or adjacent to the confined space until the Contractor has prepared and implemented the confined space program.

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

1-07.2 Sales Tax

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

1-07.2 Sales Tax

(June 27, 2011 APWA GSP)

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

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

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA funded project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The

Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.7 Load Limits

(March 13, 1995 WSDOT GSP, OPT6.FR1)

This Section is supplemented with the following:

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

1-07.9 Wages

1-07.9(3) Apprentices

(July 25, 2024 G&O GSP)

Supplement this Section with the following:

Apprentice Utilization

This Contract includes an Apprentice Utilization Requirement. Fifteen percent or more of project Labor Hours shall be performed by Apprentices unless Good Faith Efforts are accepted. Apprentice Utilization will be determined using the Department of Labor and Industries (L&I) online Prevailing Wage Intent & Affidavit (PWIA) system.

Definitions

For the purposes of this specification the following definitions apply:

1. Apprentice is a person enrolled in a State-approved Apprenticeship Training Program.

2. Apprentice Utilization is the apprentice labor hours, on the project, expressed as a percentage of project Labor Hours based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up.

3. Apprentice Utilization Requirement is the minimum percentage of apprentice labor hours required by the Contract.

4. Good Faith Effort(s) (GFE) describes the Contractor's efforts to meet the Apprentice Utilization Requirement including but not limited to the specific steps as described elsewhere in this specification.

5. Labor Hours are the total hours performed by all workers receiving an hourly wage who are subject to prevailing wage requirements for work performed on the Contract as defined by RCW 39.04.310. Labor Hours are determined based on the scope of work performed by the individuals, rather than the title of their occupations in accordance with WAC 296-127.

6. State-approved Apprenticeship Training Program is an apprenticeship training program approved by the Washington State Apprenticeship Council.

7. Apprentice Wage Rates are the applicable wage rates that are to be paid for an apprentice registered in a training program, separate from Journey Level rates, as set by the Washington State Apprenticeship Training Council and Washington State Department of Labor and Industries (L&I).

Electronic Reporting

The Contractor shall use the PWIA System to submit the "Apprentice Utilization Plan." Reporting instructions are available in the application.

Apprentice Utilization Plan

The Contractor shall submit an "Apprentice Utilization Plan" by filling out the Apprentice Utilization Plan Form (WSDOT Form 424-004) within 30 calendar days of execution, however no later than the preconstruction meeting, demonstrating how and when they intend to achieve the Apprentice Utilization Requirement. The Plan shall be in sufficient detail for the Engineer to track the Contractor's progress in meeting the utilization requirements. An Apprentice Utilization Plan shall be updated and resubmitted as the Work progresses or when requested by the Engineer.

If the Contractor is unable to demonstrate the ability to meet the Apprentice Utilization Requirement with their initial Apprentice Utilization Plan submission, an effort must be made to find additional registered apprentices to perform on the contract. If after attempts have been made at every tier and every scope, the Contractor must submit GFE documentation to the Contracting Agency. The Contractor shall actively seek out opportunities to meet the Apprentice Utilization Requirement during the construction Work.

Contacts

The Contractor may obtain information on State-approved Apprenticeship Training Programs by using the Apprentice Registration and Tracking System (ARTS) https://secure.lni.wa.gov/arts-public/#/program-search or contacting the Department of Labor and Industries directly at:

> Specialty Compliance and Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 or by phone at (360) 902-5320.

Compliance

The Contractor is expected to make attempts to employ Apprentices and shall include the requirement in any subcontracts at any tier. In the event that the Contractor is unable to achieve the Apprentice Utilization Requirement, the Contractor shall submit GFE documentation demonstrating the efforts and attempts they made. Final GFE documentation shall be submitted to the Contracting Agency after Substantial Completion but no later than 30 days after Physical Completion.

If the Contractor fails to actively attempt to employ Apprentices, submit GFE documentation, or if the Engineer does not approve the GFE, the Contractor will be assessed a penalty. The Engineer will provide the Contractor with a written notice at Final Acceptance of the project informing the Contractor of the failure to comply with this specification which will include a calculation of the penalty to be assessed as provided for in the Payment section in this special provision.

If the Contractor achieves the required Apprentice Utilization an incentive will be assessed with Final Payment.

Good Faith Efforts

The GFE shall document the attempts (efforts) the Contractor (and any subcontractor at any tier) made to meet the Apprentice Utilization Requirement. Emails, letters, or other written communications with letterhead, titles, and contact information are required.

Documentation must include one or more of the following accepted GFEs:

1. Demonstrated Lack of Availability of Apprentices. Correspondence from State-approved Apprenticeship Training Program(s), with project specific responses confirming there is a lack of availability of Apprentices for this project.

2. Demonstrated Disproportionate Ratio of Material/Equipment/Products to Labor Hours. Documentation

explaining the bid includes a disproportionate high cost of material/equipment/products to Labor Hours. (E.g., a $2 M estimated contract includes $1 M or more in procurement costs of equipment to be installed.)

3. Demonstrated Lack of Necessary Labor Hours. Correspondence from a State-approved Apprentice Training Programs confirming there is not enough time in the project to meet required journey level to apprentice training ratios.

4. Demonstrated Lack of Available Approved Programs. Correspondence from State-approved Apprentice Training Programs, confirming there are no programs that train for the scopes included/anticipated on the project. Contractor and state programs to submit training program detail needs and details that could be used for future program creation.

5. Funding Precedent. Documentation that shows conflicting, more restrictive, or precedent requirements for other training on the Project. Examples include, but are not limited to, Tribal Employment Rights (TERO), Federal Training Hours, or Special Training that affect the ability to use state-registered apprentices.

6. Warranty Work. Documentation from Original Equipment Manufacturers, or similar, confirming that work performed must only be completed by certified journey-level installers or risk voiding warranty, or similar.

7. Other Effort. The Contractor may submit other evidence, documentation, or rationale for not being able to achieve the required Apprentice Utilization that are not covered in the other efforts named. Other efforts will still need to be corroborated by an independent, knowledgeable third-party.

Contractors may receive a GFE credit for graduated Apprentice hours through the end of the calendar year for all projects worked on as long as the Apprentice remains continuously employed with the same Contractor/subcontractor they were working for when they graduated. If an Apprentice graduates during employment on a project of significant duration, they may be counted towards a GFE credit for up to 1 year after their graduation or until the end of the project (whichever comes first). Determination of whether Contract requirements were met in good faith will be made by subtracting the hours from the journeyman total reported hours for the project and adding them to the apprentice hour total. If the new

utilization percentage meets the Contract requirement, the Contractor will be reported as meeting the requirement in good faith.

Approving Good Faith Efforts

The Contracting Agency will review submitted Good Faith Efforts and issue a determination. The Engineer may request additional information, documentation, evidence or similar in order to approve such efforts. A determination by the Engineer is final. The approved Good Faith Efforts will be loaded into the PWIA system by the Contracting Agency.

Payment

Payment will be made for the following Bid Items:

"Apprenticeship Incentive," by calculation.

An incentive of $2,000.00 will be assessed with the Final Payment for Contractors who meet the Apprentice Utilization Requirement without a reduction by Good Faith Effort. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

Where there are multiple schedules of work containing Apprenticeship Incentive items in the Proposal, the measurement by calculation for each incentive item will be based on the assessment of the entire project as a whole meeting the Apprentice Utilization Requirement without a reduction by Good Faith effort, rather than by schedule of work.

"Apprenticeship Penalty," by calculation.

Apprenticeship Hours will be measured for each hour of work performed by an apprentice as shown on the Monthly Apprentice Utilization Report, based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

When the Contractor fails to meet the Apprenticeship requirement of 15 percent, a penalty will be assessed for a percentage range of unmet requirement, unless a Good Faith Effort is approved by the Contracting Agency.

Apprenticeship Penalty will be calculated as described below:

Percent of Requirement Met	Penalty		
	Schedule A	Schedule B	Schedule C
>90% to <100%	$200.00	$150.00	$150.00
>75% to 90%	$400.00	$300.00	$300.00
>50% to 75%	$600.00	$450.00	$450.00
>0% to 50%	$800.00	$600.00	$600.00
0%	$1,200.00	$900.00	$900.00

Where there are multiple schedules of work containing Apprenticeship Penalty items in the Proposal, the measurement by calculation for each penalty item will be based on the assessment of the entire project as a whole meeting the Apprentice Utilization Requirement without a reduction by Good Faith effort, rather than by schedule of work.

The Contractor shall include all related costs in the unit Bid prices of the Contract, included but not limited to implementing, developing, documenting, and administering an apprenticeship utilization program, recording and reporting hours and all other costs to comply with this provision.

1-07.9(5) Required Documents

1-07.9(5)A General
(June 21, 2024 G&O GSP)

This Section is revised to read as follows:

All “Statements of Intent to Pay Prevailing Wages”, “Affidavits of Wages Paid” and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. When apprenticeship is a requirement of the contract, include in the PWIA all apprentices utilized. “Statements of Intent to Pay Prevailing Wages,” and “Affidavits of Wages Paid” shall also be submitted to the Engineer. When requested by the Engineer, Certified Payrolls shall also be submitted to the Engineer.

1-07.11 Requirements for Non-Discrimination

1-07.11(2) Contractual Requirements
(November 25, 2024 APWA GSP)

Delete Item 11 of the first paragraph of this Section.

1-07.13 Contractor's Responsibility for Work
(March 31, 2010 G&O GSP)

1-07.13(1) General

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

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

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

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

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

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

This Section is supplemented with the following:

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

Damage and Claims

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

for claims for damage to private property shall be by and between the claimant, the Contractor, and the Contractor's insurance company.

1-07.17 Utilities and Similar Facilities
(April 2, 2007 WSDOT GSP, OPT1.FR1)

This Section is supplemented with the following:

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

Utility Locations

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

Telephone Charter Communications (800) 438-2427	Telephone CenturyLink (800) 573-1311
Water/Sewer City of Okanogan (509) 422-3600	Power Okanogan County PUD #1 (509) 422-3310
Irrigation Alta-Vista Irrigation (509) 422-5911	

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

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

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

The Contractor shall carry out the Work in a way that will minimize interference and delay for all forces involved. Any costs incurred prior to the utility owners anticipated completion (or if no completion is specified, within a reasonable period of time) that results from the coordination and prosecution of the Work regarding utility adjustment, relocation,

replacement, or construction shall be at the Contractor's expense as provided in Section 1-05.14.

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

Payment

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

1-07.18 Public Liability and Property Damage Insurance

(January 26, 2024 G&O GSP)

Delete this Section and replace it with the following:

1-07.18(1) General Requirements

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

on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

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

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

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

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

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

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

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

I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

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

1-07.18(2) Additional Insured

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

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

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

1-07.18(3) Subcontractors

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

1-07.18(4) Verification of Coverage

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

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

2. The Contractor shall obtain endorsement forms CG 2010 10 01, CG 2032 04 13 and CG 2037 04 13 or the equivalent of each, naming the Contracting Agency and all other entities

listed in 1-07.18(2) as Additional Insured(s) and showing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent protection to the Additional Insured. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker indicating that endorsement forms CG 2010 10 01, CG 2032 04 13 and CG 2037 04 13 are not available and the endorsements submitted provide equivalent protection to the Additional Insured.

3. Any other amendatory endorsements to show the coverage required herein.

4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements; actual endorsements must be submitted.

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

1-07.18(5) Coverages and Limits

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

$2,000,000	Each Occurrence
$3,000,000	General Aggregate
$3,000,000	Products & Completed Operations Aggregate
$2,000,000	Personal & Advertising Injury, each offence
$2,000,000	Stop Gap/Employers' Liability each accident

1-07.18(5)B Automobile Liability

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

$1,000,000	combined single limit each accident

1-07.18(5)C Workers' Compensation

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

1-07.18(5)D Excess or Umbrella Liability

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

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

1-07.18(5)E Builders Risk Insurance

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

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

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

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

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

(May 2, 2017 G&O GSP)

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

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

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

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

3. Maintain the striping on the roadway.

4. Maintain existing permanent signing.

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

This Section is supplemented with the following:

(February 6, 2023 WSDOT GSP. OPT5.FR1)
Lane, ramp, shoulder, and roadway closures are subject to the following restrictions:

3rd Avenue may be closed to through traffic for reconstruction of the roadway. Local access to properties within the project shall be maintained at all times. Intersections shall be kept open to the maximum extent feasible.

Closures associated with utility work shall be limited to the smallest area possible, typically not exceeding one block at a time.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above. The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

1-07.24 Rights of Way
(July 20, 2020 G&O GSP)

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the Work or not, the Contractor shall file with

the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

PUBLIC NOTIFICATION

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

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

Notification shall be made to ensure that:

1. Parked vehicles are moved;

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

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

Notification shall be as follows:

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

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

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

Payment

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

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters (New Section)

(May 25, 2006 APWA GSP)

1-08.0(1) Preconstruction Conference

(July 8, 2024 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;

2. To establish a working understanding among the various parties associated or affected by the work;

3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;

4. To review DBE Requirements, Training Plans, and Apprenticeship Plans, when applicable.

5. To establish normal working hours for the work;

6. To review safety standards and traffic control; and

7. To discuss such other related items as may be pertinent to the work.

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

1. A breakdown of all lump sum items;

2. A preliminary schedule of working drawing submittals; and

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

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

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

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

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

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

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

consultants when, in the opinion of the Engineer, such work necessitates their presence.)

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

3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.

4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.

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

1-08.1 Subcontracting

1-08.1(7)A Payment Reporting
(November 25, 2024 APWA GSP)

Delete this section and replace it with the following:

1-08.1(7)A VACANT

1-08.1(8)B Clauses Required in Subcontracts of All Tiers
(November 25, 2024 APWA GSP)

Delete Item 8 of the second paragraph of this Section.

1-08.1(9) Submittal of Executed Contracts
(November 1, 2024 G&O GSP

This Section content and title is deleted and replaced with the following:

"Vacant"

1-08.3 Progress Schedule

1-08.3(2)A Type A Progress Schedule
(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-08.3(2)E Weekly Look-Ahead Schedule
(January 26, 2024 G&O GSP)

This Section is supplemented with the following:

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

1-08.4 Prosecution of Work
(January 13, 2023 G&O GSP)

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

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

1-08.5 Time for Completion
(May 4, 2022 G&O GSP)

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

The Contractor shall complete all Contract Work within the number of working days stated in the Contract Provisions or as extended by the Engineer in accordance with Section 1-08.8. Every day will be counted as

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

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

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

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

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

1. The physical Work on the project must be complete; and

2. The Contractor must furnish all documentation required by the Contract and required by law, to allow the Contracting Agency to process final acceptance of the Contract. The following documents must be received by the Project Engineer prior to establishing a Completion Date:

    a. Certified payrolls (per Section 1-07.9(5));

    b. Material acceptance certification documents;

    c. Final Contract Voucher certification;

    d. Property owner releases required by Section 1-07.24.

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

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

1-08.8 Extension of Time

(February 15, 2008 G&O GSP)

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

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

bid items where the quantity exceeded the original Plan quantity by 25 percent or more.

1-08.9 Liquidated Damages
(June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

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

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

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

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment

(November 25, 2024 APWA GSP, Option B)

Revise item 4 of the fifth paragraph to read:

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

(July 8, 2024 APWA GSP, Option C)

Revise the sixth and seventh paragraph 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. The Contractor shall provide Electronic tickets or Physical tickets for all weighed materials. All Tickets shall, regardless of medium, 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:
    a. Net weight in the case of batch and hopper scales.
    b. Gross weight, tare (a.m. and p.m. minimum) and net weight in the case of platform scales (tare may be omitted if a tare beam is used).

c. Approximate load out weight in the case of belt conveyor scales.

Electronic-tickets shall be uploaded to the designated site so that they can be accessed by the material receiver at the material delivery point. Physical tickets shall be handed to the inspector at the delivery point at the time materials are delivered. The material delivery point is defined as the location where the material is incorporated into the permanent Work. The Contractor's representative shall make report summaries available to the Engineer's designated receiver, not later than the end of shift, for reconciliation. Tickets for loads not verified as delivered will receive no pay.

1-09.2(5) Measurement
(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

1-09.6 Force Account
(January 26, 2024 G&O GSP)

Delete this Section and replace it with the following:

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

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

a. Contract unit bid prices previously approved; or

b. If there are no unit bid prices, an agreed lump sum; or

c. If the amount of the adjustment cannot be agreed upon in advance or in the manner provided in subparagraph a. or b. above, the cost will be determined by the actual cost of:

1. Labor including working foremen. Labor rates will include the basic wage and fringe benefits, current rates for Federal Insurance Compensation Act (FICA),

Federal Unemployment Tax Act (FUTA) and State Unemployment Tax Act (SUTA), and the company's present rates for medical aid and industrial insurance premiums. Labor reimbursement calculations will be based on a "Labor List" (List) prepared and submitted by the Contractor and any Subcontractor before the Contractor commences force account Work. The Engineer may compare the List to payrolls and other documents and may at any time, require the Contractor to submit a new List.

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

2. Materials and equipment incorporated permanently into the Work;

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

4. For Services: compensation under force account for specialized services shall be made based on an invoice from the providing entity. Before Work is started the Engineer may require the Contractor to obtain multiple quotations for the service to be utilized and select the provider with the prices and terms most advantageous to the Contracting Agency. The following activities will be considered services and shall be compensated based on an invoice from the entity:

   a. Biohazard abatement services

b. Camera Inspection services for Sewer/Storm sewer
c. Commissioning services including manufacturing startup services
d. Contaminated water and soil disposal fees including lab analysis
e. Geotechnical Engineering services
f. Laboratory Testing
g. Professional Engineering Services
h. Sanitation Services such as trash or restroom services
i. Sawcutting
j. Security of Surveillance Services
k. Surveying including aerial surveying
l. Vacuum Truck
m. Water Truck
n. Well Decommissioning

5. Overhead and Profit as follows:

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

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

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

(December 30, 2022 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 the Engineer.

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

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

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

ROUTINE CLEANING

A. General:

1. Maintain all stored materials and equipment in an orderly fashion allowing maximum access, not impeding drainage, pedestrian or vehicle traffic.

2. Do not allow the accumulation of scrap, waste material, used containers, debris and other items not required for the Work.

3. At least once a week, and more often if necessary, completely remove all scrap, debris, and waste material from the Work site.

4. Provide adequate storage for all materials awaiting removal from the Work site, observing all requirements for fire protection and protection of the environment.

B. Site:

1. Daily, and more often if necessary, inspect the Work site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage until they can be disposed of.

2. Weekly, and more often if necessary, inspect the arrangement of all materials and equipment stored on the Work site, re-stack, tidy or otherwise rearrange them to meet the requirements above.

3. Maintain the Work site at all times in a neat and orderly condition meeting the approval of the Contracting Agency.

FINAL CLEANING

A. General:

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

Payment

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

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

1. Fifty percent of this item will be included in the first monthly pay estimate after the Contractor is in full operation and construction of the Work has began;

2. Forty percent of this item will be proportioned equally (based on the number of working days in the Contract) and included in each monthly pay estimate submitted by the Contractor. The Contractor shall provide regular and ongoing cleanup. Failure of the Contractor to provide regular ongoing cleanup will be cause for permanent forfeiture of the monthly payment for each month that the cleanup is not performed as required.

If cleanup is not performed during a monthly pay period, it shall not be subject to reimbursement under any following monthly pay estimate, and the lump sum amount due will be adjusted accordingly.

3. Ten percent of this item will be included in the estimate issued when the Physical Completion Date is achieved, including the removal of all equipment from the Work site.

1-09.8 Payment for Material on Hand
(June 16, 2006 G&O GSP)

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

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

1. Meet the requirements of the Plans and Specifications;

2. Are delivered to or stockpiled near the Work site or to another Engineer-approved storage site; and

3. Consist of: piping material, reinforcing steel, bronze plates, structural steel; machinery; piling, timber and lumber (not including forms and falsework), large signs unique to the Work, prestressed concrete beams or girders, or other material the Engineer may approve.

1-09.9 Payments
(July 25, 2024 G&O GSP)

This Section is revised to read:

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

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. Lump sum item breakdowns are not required when the bid price for the lump sum item is less than $20,000. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will

make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

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

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

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

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

2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.

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

4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;

2. The amount of progress payments previously made; and

3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

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

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

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

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

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-09.13 Claims Resolution

1-09.13(1)A General

(December 30, 2022 APWA GSP)

Revise this section to read:

> Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.
>
> Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein, through binding arbitration or litigation.
>
> The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total $1,000,000 or less, which are not

resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

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

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

Revise the third paragraph to read:

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

1-09.13(4) Venue for Litigation
(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

This Section is supplemented with the following:

(March 5, 2024 G&O GSP)

Work Zone Safety Contingency

Enhancements to improve the effectiveness of the accepted traffic control plans to increase the safety of the work zones will be discussed between

the Contractor and the Contracting Agency as needed. Enhancements shall be mutually agreed upon by the Contractor and Engineer prior to performing any Work to implement the enhancement.

Enhancements do not include the use of Uniformed Police Officers or WSP, address changes to the allowed work hour restrictions, or changes to the staging plans in the Contract (if applicable). If allowed by the Engineer, these items will be addressed in accordance with Section 1-04.4.

The Contractor shall be solely responsible for submitting any traffic control plan revision to implement the enhancement in accordance with Section 1-10.2(2).

1-10.2(1) General

This Section is supplemented with the following:

(October 3, 2022 WSDOT GSP, OPT1GR1)
The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
https://www.nwlett.edu

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778
https://www.esc.org

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

Integrity Safety
13912 NE 20th Ave.
Vancouver, WA 98686
(360) 574-6071
https://www.integritysafety.com

US Safety Alliance
(904) 705-5660
https://www.ussafetyalliance.com

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
https://www.kndservices.net

1-10.2(2) Traffic Control Plans
(March 31, 2016 G&O GSP)

This Section is supplemented with the following:

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

1-10.5 Payment

1-10.5(2) Items Bid with Lump Sum for Incidentals
(November 25, 2024 APWA GSP, Option B)

This Section is supplemented with the following:

(November 2, 2022 WSDOT GSP OPT7.GR1)
"Work Zone Safety Contingency," by force account.

All costs as authorized by the Engineer will be paid for by force account as specified in Section 1-09.6.

For purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount for the item "Work Zone Safety Contingency" in the Proposal to become a part of the Contractor's total bid.

The Engineer may choose to use existing bid items for the implementation of the agreed upon enhancement.

DIVISION 2

EARTHWORK

DIVISION 2

EARTHWORK

2-01 CLEARING, GRUBBING AND ROADSIDE CLEANUP

2-01.1 Description

(December 7, 2006 G&O GSP)

This Section is supplemented with the following:

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

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

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

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

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

2-01.2 Disposal of Usable Material and Debris
(December 7, 2006 G&O GSP)

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

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

2-01.5 Payment
(March 6, 2016 G&O GSP)

This Section is supplemented with the following:

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

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description
(November 24, 2010 G&O GSP)

This Section is supplemented with the following:

This work also consists of removing, handling and disposing of deleterious material or debris encountered during roadway, sidewalk, and trench excavation or other work as indicated on the Plans within the Project site, including, but not limited to, existing pipes, utility structures or appurtenances, riprap, buried concrete including thrust blocks, concrete footings and/or slabs, buried logs or debris, asphalt pavement, cement

concrete pavement, sidewalks, fences, landscaping items, rock walls, guardrail, signs and any and all other structures and obstructions (unless a separate bid item has been provided for this work). All salvageable items shall be removed and delivered to the Contracting Agency unless indicated otherwise on the Plans.

2-02.3 Construction Requirements
(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

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

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

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

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

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

This Section is supplemented with the following:

Existing cement concrete sidewalks, roadway slabs, curbs, and curbs and gutters shall be removed at the nearest construction joint where possible, and removed and wastehauled as required for the construction of this Project. Where directed by the Engineer, cement concrete curbs or curb

and gutter shall be saw-cut prior to removal. Existing pavement shall be precut before commencing excavation and shall be removed as required for the construction.

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

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

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

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

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

2-02.5 Payment

(November 24, 2010 G&O GSP)

This Section is supplemented with the following:

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

All costs for removal of structures and obstructions shall be included in the unit contract price for Excavation, Embankment and Grading, Incl. Haul.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

(March 17, 2016 G&O GSP)

This Section is supplemented with the following:

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

2-03.3 Construction Requirements

(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

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

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

2. During wet weather conditions, the allowable fines content of the gravel borrow shall be reduced to no more than 5 percent by weight based on the portion passing the 3/4-inch sieve. The sand equivalent shall be 50 percent minimum.

3. The ground surface in the construction area shall be graded to promote the rapid runoff of surface water and to prevent ponding of water.

4. No soil should be left uncompacted and exposed to moisture. A smooth drum vibratory roller, or equivalent, shall be used to seal the ground surface.

5. Excavation and placement of fill or backfill material will be observed by the Engineer, to determine that all work is being accomplished in accordance with the project specifications.

2-03.3(7)B Haul
(January 7, 2013 G&O GSP)

Delete this Section and replace it with the following:

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

2-03.3(7)C Contractor-Provided Disposal Site
(January 7, 2013 G&O GSP)

Delete the first paragraph and replace it with the following:

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

2-03.3(10) Selected Material
(May 5, 2016 G&O GSP)

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

Direct Hauling. If it is practical, the Contractor shall haul selected material immediately from the excavation to its final place on the Roadbed. The Contracting Agency will pay for such Work at the unit Contract price for "Excavation, Embankment and Grading, Incl. Haul."

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

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

2-03.3(12) Overbreak

Delete the last sentence in this Section.

2-03.4 Measurement
(May 5, 2016 G&O GSP)

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

Only one determination of the original ground elevation will be made on this project. Measurement for Excavation, Embankment and Grading,

Incl. Haul will be based on the original ground elevations recorded previous to the award of this contract.

If discrepancies are discovered in the ground elevations, which will materially affect the quantities of earthwork, the original computations of earthwork quantities will be adjusted accordingly.

Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method or by the finite element analysis method utilizing digital terrain modeling techniques.

Copies of the original survey notes will be made available for the successful bidder's inspection if the Contract is awarded.

Measurement for Excavation, Embankment and Grading, Incl. Haul will be per cubic yard of excavation to the "neat lines" shown on the Plans.

2-03.5 Payment

(October 25, 2019 G&O GSP)

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

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

"Excavation, Embankment and Grading, Incl. Haul," per cubic yard.

The unit contract price per cubic yard for "Excavation, Embankment and Grading, Incl. Haul" shall be full pay for all materials, tools, labor, and equipment necessary for excavation to the grade lines shown including, but not limited to, haul, stockpiling, embankment construction with suitable excavated material, placing, shaping, and grading per Section 2-03, Subgrade Preparation per Section 2-06, Watering per Section 2-07, compacting, testing, loading, hauling to waste and disposing of all excess or unsuitable material, including logs, rocks, cobbles, etc. The unit contract price shall also include all costs required to uniformly grade and clean existing and/or new ditches to drain to existing and/or proposed drainage structures and the earthwork required for construction of driveways.

The unit contract price shall also include all costs required to remove and wastehaul existing asphalt and/or concrete pavement, sidewalks, curbs and gutters located within the "neat lines" shown.

In the event the Contractor overcuts a street, due to his oversight or error, the structural fill material (as approved by Contracting Agency) and compaction required to bring the roadway section back to subgrade elevation shall be furnished and accomplished at his sole expense, as no additional payment will be due the Contractor for this work.

Should solid rock be encountered, the excavation, removal and wastehaul will be paid by change order per Section 1-04.4. Boulders or broken rock less than 2 cubic yards in volume will not be classified as solid rock, nor will so called "hard-pan" or cemented gravel, even though it may be advantageous to use explosives in its removal.

2-04 HAUL

2-04.1 Description

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

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

2-06 SUBGRADE PREPARATION

2-06.3(1) Subgrade for Surfacing

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

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

2-07 WATERING

2-07.3 Construction Requirements

(November 24, 2010 G&O GSP)

This Section is supplemented with the following:

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

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

A hydrant permit will be required to be secured by the Contractor for any necessary water. Water will be provided at the convenience of the Contracting Agency which reserves the right to control the location and use of water based on the Contracting Agency's own needs.

2-07.5 Payment

(May 5, 2016 G&O GSP)

This Section is supplemented with the following:

The cost for all water permit(s), and furnishing and placing water shall be included in the unit contract price for "Excavation, Embankment and Grading, Incl. Haul."

2-09 STRUCTURE EXCAVATION

2-09.3(1) General Requirements

(August 1, 2009 G&O GSP)

This Section is supplemented with the following:

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

Protecting and Maintaining Utility Service

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

shall make every effort to keep shut down schedules to periods of anticipated minimum usage and for the least period of time.

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

2-09.3(1)E Backfilling
(February 17, 2009 G&O GSP)

This Section is supplemented with the following:

Where existing and/or proposed ground contours prevent a minimum of 24 inches of cover above “flexible” storm pipe or where utility crossings necessitate, the Contracting Agency may direct the Contractor to install a controlled density fill encasement for the pipe. The encasement shall be constructed in accordance with the Plans and/or as directed in the field by the Contracting Agency. Material for encasement shall be controlled density fill per Section 2-09.3(1)E of the Standard Specifications. The pipe shall be securely held in place until the material has “set.” Trenches located within roadways/drives shall be protected with H-20 steel plates, or Contracting Agency-approved equal, while the material sets.

2-09.3(5) Locating Utilities (New Section)
(March 3, 2011 G&O GSP)

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

The Contractor shall provide field exploration through vacuum excavation, potholing or other suitable means to locate more precisely existing underground utilities as to location and depth. The Contractor shall decide on the difficulties to

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

2-09.4 Measurement

(March 3, 2011 G&O GSP)

This Section is supplemented with the following:

Measurement for controlled density fill will be per cubic yard, measured in place.

Measurement for Locate Existing Utilities will be per each.

2-09.5 Payment

(March 3, 2011 G&O GSP)

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

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

"Controlled Density Fill," per cubic yard.

The unit contract price per cubic yard for "Controlled Density Fill" shall be full pay for furnishing all labor, tools, equipment, and materials to furnish and install the placement of the controlled density fill as indicated on the Plans and specified herein including, but not limited to, pipe encasements, pipe plugging or trench backfill.

"Locate Existing Utilities," per each.

The unit contract price per each for "Locate Existing Utilities" shall constitute full compensation for furnishing all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item, to pothole and locate existing utilities. Each locate shall consist of a pothole that is plus or minus 5 feet

from the one call utility location mark and to the depth of one foot below the proposed bottom of the crossing utility. The Contractor shall receive approval from the Contracting Agency for each pothole location prior to beginning any work on this bid item.

DIVISION 3

AGGREGATE PRODUCTION AND ACCEPTANCE

DIVISION 3

AGGREGATE PRODUCTION AND ACCEPTANCE

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.2 Material Sources, General Requirement

3-01.2(1) Approval of Source

(August 16, 2012 G&O GSP)

This Section is supplemented with the following:

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

DIVISION 4

BASES

DIVISION 4

BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.4 Measurement

(******)

Delete the last two paragraphs in this Section and replace with the following:

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

Crushed surfacing repair will be measured by the square yard.

4-04.5 Payment

(******)

This Section is supplemented with the following:

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

"Crushed Surfacing Repair," per square yard.
The unit contract price per square yard for "Crushed Surfacing Repair" shall include the cost for all labor, materials, equipment and tools necessary for the installation of this item, including, but not limited to, soil residual herbicide, grading, placing and compacting the subgrade, furnishing, placing, grading and compacting crushed surfacing top course to the compacted depth shown on the Plans, and testing.

DIVISION 5

SURFACE TREATMENTS AND PAVEMENTS

DIVISION 5

SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

(January 15, 2024 G&O GSP)

Delete Section 5-04, Hot Mix Asphalt, and replace it with the following:

5-04.1 Description

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

This work also consists of adjusting castings to grade per the details in the Contract Plans.

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

5-04.2 Materials

Materials shall meet the requirements of the following sections:

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

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

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

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

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP.

If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on the WSDOT Qualified Products List (QPL).

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

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

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

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

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

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

5-04.2(1)A Vacant

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

Commercial HMA shall be an HMA Cl. 1/2" PG 64H-28 or 3/8” PG 64H-28 design mix.

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

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

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

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

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

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Be designed for ***1*** million equivalent single axle loads (ESALs).

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

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

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

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

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of ESALs appropriate for the required use.

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

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

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.

- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

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

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

Minimum Surface Temperature for Paving

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

5-04.3(2) Paving Under Traffic

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

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

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

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

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The

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

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

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

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

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

   a. A mechanical sampling device attached to the HMA plant.

   b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

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

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

5-04.3(3)C Pavers

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

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

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

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device

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

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

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

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

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

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

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

To be approved for use, an MTV:

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

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

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.

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

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

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

5-04.3(3)E Rollers

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

5-04.3(4) Preparation of Existing Paved Surfaces

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

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

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

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

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

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

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

5-04.3(4)A Crack Sealing

When the Proposal includes a pay item for crack sealing, seal cracks in accordance with Section 5-03.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

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

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

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

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

5-04.3(4)D Temporary HMA and Temporary Cold Mix

During the course of construction, it may be necessary to provide improved temporary vehicle and/or pedestrian access within the project limits. Such temporary access shall be provided by temporarily patching trench crossings or other areas with temporary HMA and temporary cold mix (EZ Street or Contracting Agency approved equal), until such time as the permanent surface restoration is installed. Locations shall include those areas specifically indicated on the Plans, directed by the Engineer or as further specified herein. This material will be furnished, placed, compacted, and removed and wastehauled at various locations throughout the project. The trenches and/or subgrade shall be thoroughly compacted and brought to a smooth grade prior to placing the material. It shall be placed, maintained (daily), and removed and wastehauled by the Contractor.

Typical compacted depth will be 4 inches. Temporary HMA and temporary cold mix shall also be used around castings, after grinding, to provide a transition until final lift of HMA paving is installed.

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

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

5-04.3(5)A Vacant

5-04.3(6) Mixing

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

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

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

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

5-04.3(7) Spreading and Finishing

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

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

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

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

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

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

5-04.3(9) HMA Mixture Acceptance

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

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

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

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

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

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

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

   For Aggregates in the mixture:

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

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1″, 3/4″, 1/2″, and 3/8″ sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

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

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

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

5-04.3(9)A Vacant

5-04.3(9)B Vacant

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

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

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

Composite Pay Factor (CPF) of the completed sublots after three sublots have been tested. Sublot sample test results (gradation and asphalt binder content) may be challenged by the Contractor.

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

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 800 tons, whichever is less except that the final sublot will be a minimum of 400 tons and may be increased to 1200 tons.

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

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

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-04.3(9)C5 Vacant

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

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

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

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

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

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

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

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

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

5-04.3(10) HMA Compaction Acceptance

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

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or Roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

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

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

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

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the

basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

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

Test Results

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

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

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

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

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor’s option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers

shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

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

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

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

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

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

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

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

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

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

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

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

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

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

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

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

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

5-04.3(11)B Rejection by Contractor

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

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

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

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

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

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

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

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

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

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

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

2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action; or

3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

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

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

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

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

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

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

5-04.3(12)A2 Longitudinal Joints

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

5-04.3(12)B Bridge Paving Joint Seals

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than 1/4 inch in 10 feet from the rate of transverse slope shown in the Plans.

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

1. Removal of material from high places by grinding with an approved grinding machine, or

2. Removal and replacement of the wearing course of HMA, or

3. By other method approved by the Engineer.

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

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

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

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

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

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

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

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

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

Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing Bituminous Pavement

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

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

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

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

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

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

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

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

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

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

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

Should such metal be identified, promptly notify the Engineer.

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

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

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

5-04.3(14)B1 General

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

1. Intersections:

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

    b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an

intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.

3. Permanent pavement marking must comply with Section 8-22.

4. Roadways Open to Traffic

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

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

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

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings

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

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

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

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 22 x 34 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

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

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

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

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.

2. A copy of each intersection's traffic control plan.

3. Haul routes from supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the

complete round trip as it relates to the sequencing of paving operations.

4. Names and locations of HMA supplier facilities to be used.

5. List of all equipment to be used for paving.

6. List of personnel and associated job classification assigned to each piece of paving equipment.

7. Description (geometric or narrative) of the scheduled sequence of planing and of paving and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.

8. Names, job titles, and contact information for field, office, and plant supervisory personnel.

9. A copy of the approved Mix Designs.

10. Tonnage of HMA to be placed each day.

11. Approximate times and days for starting and ending daily operations.

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

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

1. General for both the Paving and Planing:

   a. The actual times of starting and ending daily operations.

   b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.

   c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, public convenience and safety, and other Contractors who may operate in the Project limits.

   d. Notifications required of Contractor activities and coordinating with other entities and the public as necessary.

   e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and paving.

   f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.

   g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.

   h. Description of how flaggers will be coordinated with the planing, paving, and related operations.

   i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.

   j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:

   a. When to start applying tack and coordinating with paving.

   b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator

personnel for each type of equipment as it relates to meeting Specification requirements.

c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.

d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.

e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

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.

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

Commercial HMA Cl. ___ PG ___ 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 mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Commercial HMA Pavement Repair, Type ____ will be measured by the square yard.

5-04.5 Payment

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

"Commercial HMA Cl. ___ PG ___," per ton.

The unit Contract price per ton for "Commercial HMA Cl. ___ PG ___" shall include the cost for all labor, materials, equipment and tools for furnishing,

placing, compacting and constructing asphalt pavement including mix design, anti-strip determination, mix design verification, preparation of untreated roadway, preparation of treated surfaces, sweeping, anti-stripping additive, soil residual herbicide, asphalt for tack coat, HMA pavement, spreading and finishing, water, compaction, sealing all cold joints with asphalt sealant (and sand blanket to alleviate tracking), material and compaction testing, and all other incidentals necessary for a complete paving system to the lines, cross section and grades in accordance with the Plans. It shall also include the cost of adjusting all existing and new Contracting Agency owned castings including, but not limited to, manholes, catch basins, junction boxes, monuments, and valve boxes to grade unless a specific bid item has been listed in the proposal for this work.

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

"Commercial HMA Pavement Repair, Type ____," per square yard.

The unit price per square yard for "Commercial HMA Pavement Repair, Type ____" shall include all costs for excavation; removal and disposal of surplus excavated materials; shaping and compacting subgrade materials; furnishing, placing and compacting crushed surfacing materials; furnishing, placing and compacting commercial hot mix asphalt; sand sealing all joints, and testing.

DIVISION 7

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

DIVISION 7

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

7-04 STORM SEWERS

7-04.2 Materials

(******)

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

If no specific type is shown in the plans, storm sewer pipe shall meet the requirements in this section for solid wall PVC storms sewer pipe or corrugated polyethylene storm sewer pipe.

7-04.3(1)A General

(January 20, 2009 G&O GSP)

This Section is supplemented with the following:

All lines shall be flushed clean of all debris prior to acceptance. The debris shall be intercepted and collected at the nearest downstream point of access. The material shall then be loaded and wastehauled to a Contracting Agency approved dumpsite.

7-04.5 Payment

(January 7, 2013 G&O GSP)

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

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

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

The unit contract price per linear foot of "____ Storm Sewer Pipe, ____ In. Diam. (Incl. Bedding)" shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, excavation, pipe bedding, backfill with suitable native material, compaction, removal and wastehaul of excess or unsuitable trench excavation material, dewatering, bypass pumping and maintaining storm sewer flows, connections to existing and new systems, flushing and

cleaning, material and compaction testing of suitable native backfill, and *** low pressure air *** testing.

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

7-05.2 Materials

(******)

This Section is supplemented with the following:

Treatment soil underlying infiltration trenches shall meet the requirements of Site Suitability Criteria 6 (SSC-6) of the 2024 Stormwater Management Manual for Eastern Washington:

- Cation exchange capacity (CEC)
  - ≥ 5 milliequivalents CEC/100 g dry soil
- Depth of at least 18-inches
- Organic content per ASTM D2974 of at least 1 percent.
- Initial saturated hydraulic conductivity (K_{sat}) of 12 inches/hour.
- No waste fill materials.

Alternatively, an 18-inch depth of treatment soil meeting the specification for Bioretention Soil Mix (BSM) per the 2024 Stormwater Management Manual for Eastern Washington may be used under infiltration trenches.

Manholes: Sanitary sewer manholes shall be constructed of 48-inch or larger diameter reinforced precast concrete manhole sections in conformance with the requirements of this Section. The base and first barrel section shall be precast monolithically with preformed channels. Precast components shall conform to the requirements of ASTM C478.

Standard precast base sections shall conform to the requirements for precast riser sections. The base shall be a minimum of 6 inches thick underneath the pipe invert for 48-inch diameter manholes and a minimum of 8 inches thick underneath the pipe invert for 60- and 72-inch diameter manholes. Openings for pipe shall be circular and tapered toward the inside of the section. Openings shall be of the minimum size possible to accommodate the size of the pipe to be inserted and to effectively seal the joint, unless otherwise shown on the plans.

The taper section (cone) for 48-inch diameter manholes shall be eccentric, tapering from 48 inches inside diameter to 24 inches inside diameter and shall be between 24- and 36-inches high. Joining to the riser sections shall be similar to joining between riser sections, but the top

surface shall be flat and at least 5 inches wide, radially, to receive grade rings.

Top slabs, where applicable, shall be a minimum of 8 inches thick.

Grade rings above the taper section, or top slab, where applicable, shall be 24-inches inside diameter and 4 inches high.

Rubber gaskets for use in precast manhole sections shall conform to the applicable requirements of AASHTO M198.

Pipe connections shall be as shown on the Plans.

Frames and Covers: Castings for rings shall be gray iron conforming to the requirements of ASTM A48/AASHTO M105, Grade 35B. Covers shall be ductile iron conforming to ASTM A536, Grade 80-55-06. All castings shall be of uniform quality, free from blowholes, porosity, shrinkage, distortion, cracks, or other defects. All mating surfaces shall be machined finished to ensure a non-rocking fit. All covers shall be interchangeable and marked "SEWER". All castings shall have a design wheel load conforming to AASHTO design loading H-20 and shall be made by Olympic Foundry, Inc., D&L Foundry, East Jordan Iron Works, Neenah Foundry, or approved equal.

Steps: Polypropylene manhole steps shall be made of a copolymer polypropylene meeting the requirements of ASTM D4101 and shall completely encapsulate a deformed 1/2-inch steel reinforcing rod conforming to ASTM A615, Grade 60. Polypropylene steps shall be factory installed in complete accordance with the manufacturer's instructions. This shall be accomplished by pre-drilling two parallel 1-inch diameter holes, 3-3/4-inch deep, and 13 inches on center in the cured concrete base and riser sections of the manhole. The insertion ends of the step shall be fully coated with a non-shrink epoxy grout then driven into the holes to the prescribed depth. In no case will the pre-drilled hole be allowed to penetrate through the wall of the manhole. Steps shall be Lane International Corporation Manhole Step, or approved equal.

7-05.3 Construction Requirements

(January 20, 2009 G&O GSP)

This Section is supplemented with the following:

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

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

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

Unless specifically noted herein or shown differently on the Plans, the Contractor shall connect to the manhole and catch basin as follows:

Pipe	Connection System
DI	Kor-N-Seal*
HDPE	Kor-N-Seal*
PVC	Kor-N-Seal*
Corrugated Polyethylene	Per Manufacturer's Recommendation

*Or Contracting Agency approved equal.

7-05.3(2) Abandon Existing Manholes
(******)

Replace this section with the following:

Where shown on the Plans, existing sanitary sewer manholes shall be abandoned in place after the new sanitary sewer collection system is in place and all side sewers have been transferred to the new sanitary sewer pipeline.

At least the top 3 feet of each manhole, or the top conical section in precast concrete manholes, shall be removed, including the cast iron ring and cover and concrete pad, if any. Debris resulting from breaking of the upper portion of the manhole may be mixed with backfill subject to the approval of the Contracting Agency. Ring and cover shall become the property of the Contracting Agency and all other surplus material shall be disposed of by the Contractor.

The existing pipe openings shall be plugged watertight with Class 3000 concrete and the manhole bottom slabs shall be crushed to promote drainage. The remaining manhole structure shall be backfilled with granular material conforming to Section 9-03.9(3) Crushed Surfacing Base Course. Place backfill in uniform layers and compact to 95 percent maximum dry density, as determined by ASTM D 1557.

Excavations resulting from manhole abandonment shall be backfilled with suitable, job-excavated material to top of subgrade. Compact to 95 percent maximum dry density, as determined by ASTM D1557. Restore surface to the condition existing prior to excavation with native material, gravel surfacing, or asphalt concrete pavement, as show for trench repair on the Plans.

The method for abandoning manholes is the method used to abandon Type 2 catch basins.

7-05.3(3) Connections to Existing Manholes
(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

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

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

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

7-05.4 Measurement
(******)

This Section is supplemented with the following:

Measurement for Manhole, ____ In. Diam., will be per each.

In addition to the measurement per each, manholes in excess of 10 feet in height shall be measured per lineal foot for each additional foot of height over 10 feet. Measurement of manhole heights for payment purposes shall be the distance from the flow line of the outlet pipe to the top of the manhole ring measured to the nearest foot. Payment for manhole heights over 10 feet shall be made under the payment item Manhole Additional Height, ____ In. Diam.

Measurement for Drop Manhole Connection will be per each.

Measurement for Abandon Existing Manhole will be per each.

Measurement for Remove Existing Manhole will be per each.

Measurement for Connection to Existing Manhole will be per each, regardless of the number of new pipe penetrations and their location in each manhole structure.

Measurement for Type 2 Catch Basin will be per each.

Measurement for Infiltration Trench will be per linear foot.

7-05.5 Payment

(******)

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

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

"Manhole, ____ In. Diam.," per each.

The unit contract price per each for "Manhole, ____ In. Diam." shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the precast concrete manhole and appurtenances, complete-in-place, to included, but not be limited to, dewatering; excavation; removal and wastehaul of existing pipe, manholes, cleanouts, lampholes and surplus excavated materials; compacted bedding material beneath the manhole; backfill and compaction; furnishing the services of a Contracting Agency approved testing laboratory for material testing; concrete manhole; reinforcing steel; frame and cover; concrete adjustment rings; top slab (if required); concrete manhole sections; steps; non-shrink grout; manhole adapters; connections of existing and new sewer pipes to new manhole; PVC pipe connecting new manhole to existing sewer pipes, including couplings and pipe bedding material; grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

"Manhole Additional Height, ____ In. Diam.," per linear foot.

The unit contract price per linear foot for "Manhole Additional Height, ____ In. Diam." shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the additional manhole sections and appurtenances, complete-

in-place, to include, but not be limited to, dewatering; excavation; removal and wastehaul of surplus excavated materials; backfill and compaction; furnishing the services of a Contracting Agency approved testing laboratory for material testing; reinforcing steel; additional concrete manhole sections and steps; non-shrink grout; grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

"Drop Manhole Connection," per each.

The unit contract price per each for "Drop Manhole Connection" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the drop manhole connection and appurtenances, complete-in-place, to included, but not be limited to, dewatering; excavation, backfill, and compaction; furnishing the services of a Contracting Agency approved testing laboratory for material testing; removal and wastehaul of surplus excavated materials; pipe bedding material; cement lined ductile iron pipe and fittings; transition coupling; stainless steel straps and anchor bolts; waste hauling, grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

"Abandon Existing Manhole," per each.

The unit contract price per each for "Abandon Existing Manhole" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to abandon the existing sewer manhole, to include, but not be limited to, dewatering; excavation; removal and salvage to Contracting Agency of existing ring and cover; removal and wastehaul of existing manhole structure to a depth of at least 3 feet below the revised surface elevation; removal and disposal of surplus excavated materials; furnishing and installing crushed surfacing top course; backfill and compaction; furnishing the services of a Contracting Agency approved testing laboratory for material testing; grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

"Remove Existing Manhole," per each.

The unit contract price per each for "Remove Existing Manhole" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to remove existing manholes, to include, but not limited to, dewatering; excavation; removal and salvage to Contracting Agency of existing ring and cover; removal and wastehaul of existing structure and surplus excavated materials; backfill and compaction; furnishing the services of a Contracting Agency

approved testing laboratory for material testing; grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

Removal and disposal of existing sewer manholes to be replaced in the same location with new manholes shall be paid under the payment item for Manhole __ In. Diam. and shall not be included in this payment item.

"Connection to Existing Manhole," per each.

The unit contract price per each for "Connection to Existing Manhole" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to connect new pipe to existing manhole structures, to include, but not be limited to, dewatering; excavation, backfill, and compaction; removal and of surplus excavated materials; furnishing the services of a Contracting Agency approved testing laboratory for material testing; core drilling; modification of manhole channels; non-shrink grout; manhole adapters; connection(s) of new pipe(s) to existing manhole structure; grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

"Catch Basin, Type 1," per each.

"Catch Basin, Type 2, ____ In. Diam.," per each.

The unit contract price per each for "Catch Basin, Type 1," or "Catch Basin, Type 2, ____ In. Diam." shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, lids, frames and grates, slip resistant lids where indicated on the Plans, structure excavation, foundation gravel, backfill with suitable native material, compaction, removal and wastehaul of excess or unsuitable excavated material, pipe connection, dewatering, bypass pumping and maintaining stormwater flows, adjusting to finished grade, and material and compaction testing of suitable native backfill.

"Infiltration Trench," per linear foot.

The unit contract price per linear foot for "Infiltration Trench" shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item, to include but not limited to furnishing and installing perforated storm pipe, end caps, inspection ports, drainage geotextile, structure excavation, treatment soil, gravel backfill for drains, backfill, compaction, removal and wastehaul of excess or unsuitable excavated material, pipe connections, adjusting to finished grade, and

material compaction testing.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.2 Materials

(******)

This Section is supplemented with the following:

The pipe used on this project shall be the type and size shown on the Plans and specified herein.

Bank run gravel for trench backfill shall meet the requirements of Section 9-03.19.

Foundation gravel shall meet the requirements of Section 9-03.9(3) Crushed Surfacing Base Course.

Controlled density fill for pipe abandonment shall be the following mix or approved equal:

Material	Weight (lbs. per cubic yard) (Saturated, Surface Dry)	Yield, (cubic feet)
Portland Cement Type I – II	100	0.51
Fly Ash (Class F)	400	2.85
CDF Sand	2,419	14.80
Water	225 (27.0 Gal-US)	3.61
Total Air (20.0%)		5.44
Total =		27.21

Water/Cement Ratio, 0.45 Lbs/Lb
Slump, 10.00 inches
Concrete unit Weight, 115.6 PCF

Plus one *Darafill* CDF Performance Additive Capsule (Grace Construction Products) per Cubic Yard.

7-08.3(1)A Trenches

(November 24, 2010 G&O GSP)

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

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

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

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

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

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

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

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

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

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

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

7-08.3(2)B Pipe Laying – General

(January 4, 2010 G&O GSP)

This Section is supplemented with the following:

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

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

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

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

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

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

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

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

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

This Section is supplemented with the following:

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

7-08.3(5) Abandonment (New Section)
(******)

This Section is supplemented with the following:

Where shown on the Plans or where designated by the Engineer, existing sanitary sewer main pipes shall be abandoned in place.

A minimum of 10 working days prior to beginning abandonment work, the Contractor shall submit to the Engineer a detailed, written plan for CDF fill and abandonment of existing sanitary sewer main pipes.

The Contractor shall fill all existing sanitary sewer pipes to be abandoned, as specified on the Plans, with CDF after the new sanitary sewer main has been accepted by the Contracting Agency.

7-08.4 Measurement

(******)

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

Measurement for Trench Excavation Safety Systems will be lump sum.

Measurement for Foundation Gravel, in lieu of native material, if any, will be based on the computed, compacted volume in cubic yards within the excavated trench to a maximum width, as indicated on the Plans, and measured in the horizontal plane.

Measurement for Bank Run Gravel for Trench Backfill, in lieu of native material, if any, will be based on the computed, compacted volume in cubic yards within the excavated trench to a maximum width, as indicated on the Plans, and measured in the horizontal plane.

Measurement for Plugging Existing Pipe will be per each.

Measurement for Abandon Existing Sewer Pipe shall be per cubic yard of CDF placed in abandoned sanitary sewer main.

7-08.5 Payment

(******)

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

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

"Trench Excavation Safety Systems," lump sum.

The lump sum contract price for "Trench Excavation Safety Systems" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to provide trench excavation safety systems, shoring and bracing, as specified herein, to include, but not be limited to trench boxes; layout and design drawings and specifications for shoring and bracing; temporary shoring and bracing calculations; shoring and bracing materials, and all other items necessary to accomplish this work.

This item will be paid proportionate to the linear feet of pipe and number of structures installed on the project.

"Foundation Gravel," cubic yard.

The unit contract price per cubic yard for “Foundation Gravel” shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and place compacted foundation gravel in lieu of unsuitable or unavailable native material in pipe trenches, except as otherwise noted herein, and shall also include the cost of the additional excavation required in order to provide space for this material, dewatering, and waste hauling of unsuitable native material.

In the event the Contractor over-excavates the width and it becomes wider than the pay limit shown on the Plans, all material placed outside the excavation pay limit shall be at the Contractor’s sole expense.

“Bank Run Gravel for Trench Backfill,” cubic yard.

The unit contract price per cubic yard for “Bank Run Gravel for Trench Backfill” shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and place compacted bank run gravel for trench backfill material in lieu of unsuitable native material for trench backfill, and shall include the excavation and wastehaul of unsuitable native material displaced for the installation of the bank run gravel for trench backfill material.

In the event the Contractor over-excavates the width and it becomes wider than the pay limit shown on the Plans, all material placed outside the excavation pay limit shall be at the Contractor’s sole expense.

“Plugging Existing Pipe,” per each.

The unit contract price per each for “Plugging Existing Pipe” shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install concrete to plug the existing pipe, all as shown on the Plans and as specified herein.

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

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

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

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

"Abandon Existing Sewer Pipe," per cubic yard of CDF.

The contract unit price per cubic yard for "Abandon Existing Sewer Pipe" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to abandon the sewer main noted on the Plans. Fittings for CDF pumping shall be included in this bid item.

No payment shall be made until the Contracting Agency has received documents supporting the volume of CDF installed.

7-09 WATER MAINS

7-09.2 Materials

(******)

This Section is supplemented with the following:

Pipe and fittings approved for use shall be as follows:

Pipe for Main Line:

Ductile Iron Pipe: Ductile iron pipe shall conform to the requirements of Section 9-30.1(1) of the Standard Specifications, except that it shall be Standard Thickness Class 52 for main line and Standard Thickness 53 for flanged spools. Joints shall be rubber gasket, push-on type (TYTON JOINT®). Fittings shall be mechanical joint or flanged, as shown on the Plans, and shall conform to Section 9-30.2(1) of the Standard Specifications and NSF 61. Flange gaskets shall be full face.

Polyvinyl Chloride (PVC) Pressure Pipe (4 inches and over): PVC pipe shall conform to the requirements of Section 9-30.1(5)A of the Standard Specifications.

Fittings for Main Lines:

Ductile Iron and PVC Pipe Fittings: Fittings shall be cement lined, ductile iron, rubber gaskets and glands, and bolts meeting the requirements of AWWA C110, C111, or C153. Fittings shall comply with NSF 61 requirements. Flange gaskets shall be full face.

Hardware: Bolts and studs shall be carbon steel, grade B meeting the requirements of ASTM A307 and nuts meeting the requirements of ASTM A563.

Restrained Joints: Mechanical joint restrainer shall utilize the full circumference of the pipe for restraining and utilize standard MJ gaskets and bolts. The mechanical joint restraint device shall have a working pressure of at least 250 psi with a minimum safety factor of 2:1. The restrainer shall be GRIPRING™ as manufactured by Romac Industries, or approved equal.

Restrained joint ductile iron pipe in buried applications shall be push-on joint pipe with FIELD LOK 350® gaskets as manufactured by U.S. Pipe, or approved equal.

Joint restraint for ductile iron hydrant pipe shall be MEGALUG®, as manufactured by EBAA Iron, Inc., or ROMAGRIP™, as manufactured by Romac Industries, or approved equal.

Appurtenances:

Detectable Marking Tape: Underground marking tape shall be a minimum of 6 inches in width, detectable marking tape, with a minimum of 5.0 mil overall thickness. Tape shall be manufactured using a 0.8 mil clear virgin polypropylene film, reverse printed and laminated to a 0.35 mil solid aluminum foil core, and then laminated to a 3.75 mil clear virgin polyethylene film. Tape shall be printed diagonally striped design for maximum visibility, and meet the APWA Color-Code standard for identification of buried utilities. Detectable marking tape shall be Pro-Line Safety Products, or approved equal.

Tracer Wire: Tracer wire shall be 14-gauge heavy insulated (60 mil) copper wire with UF insulation colored for the utility being installed in accordance with 9-15.18. Direct bury splice kits shall be 3M DBY-6.

7-09.3 Construction Requirements

7-09.3(5) Grade and Alignment

(******)

Replace the first sentence of the third paragraph with the following:

The depth of trenching for water mains shall be such as to give a minimum cover of 48 inches and a maximum cover of 72 inches over the top of the pipe, unless otherwise approved by the City.

Supplement this section with the following:

Except where necessary, in making connections with other lines and unless authorized by the City, pipes shall be laid with bells facing in the direction of laying. Bells shall be placed on the uphill side for lines installed on an appreciable slope.

Water mains shall be laid on a continuous positive grade as shown on the plans to minimize the number of high or low points in the pipeline profile unless approved by the City. The Contractor shall, based on his review of the site and the plans, note areas where additional depth beyond the minimum pipe cover is required to avoid certain utility conflicts and provide adequate bury at ditches, and adjust the pipeline profile accordingly to maintain a continuous grade.

7-09.3(6) Existing Utilities
(April 24, 2009 G&O GSP)

This Section is supplemented with the following:

Where shown on the Plans or where designated by the engineer, existing pipes shall be plugged at all inlets for a distance of 2 diameters with commercial concrete. In addition, the Contractor shall anticipate that all inlets of existing pipes to be abandoned in place shall be plugged. Care shall be used in placing the concrete in the pipe to see that the opening of the pipe is completely filled and thoroughly plugged.

7-09.3(7) Trench Excavation
(******)

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

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

This Section is supplemented with the following:

The Contractor shall neatly sawcut all areas of existing pavement within the trench excavation area, then remove and haul all waste materials from the project and dispose of at an approved site provided by the Contractor. Should any undermining occur on adjacent pavement, the Contractor shall neatly cut the pavement six (6) inches beyond the undermined area.

All trench excavations shall have adequate safety systems for the trench excavation that meet the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. The Contractor shall be fully responsible for providing the necessary back sloping, cribbing, trench boxes, etc., as required to meet the specified safety requirements for the trench.

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

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

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

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

7-09.3(7)A Dewatering of Trench

(January 4, 2010 G&O GSP)

This Section is supplemented with the following:

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

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

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

The dewatering system shall be installed and operated by the Contractor so that the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property.

Should settlement of the surrounding area and/or structures be observed, the Contractor shall cease dewatering operations and implement contingency plans. The cost of repairing any damage to adjacent structures, underground facilities or utilities and satisfactory restoration of above ground facilities to include fences, paving, concrete, etc., shall be the responsibility of the Contractor.

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

7-09.3(7)B Rock Excavation
(November 24, 2010 G&O GSP)

This Section is supplemented with the following:

It is not anticipated that solid rock will be encountered. Should such material be encountered, however, the excavation, removal and wastehaul will be paid at a negotiated price per Section 1-04.4. Boulders or broken rock less than 2 cubic yards in volume, shall not be classified as rock, nor will so-called “hard-pan” or cemented gravel, even though it may be advantageous to use special equipment in its removal.

7-09.3(10) Backfilling Trenches
(January 4, 2010 G&O GSP)

This Section is supplemented with the following:

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

7-09.3(11) Compaction of Backfill
(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The Contractor shall provide the services of a Contracting Agency approved soils testing laboratory to conduct materials testing to determine the maximum compaction values and in-situ density tests of the compacted materials used for backfilling trenches to ensure their placement is in compliance with the Contract Documents.

An advance copy of any and all results obtained by the independent testing laboratory onsite shall be given to the Contracting Agency prior to the laboratory representative leaving the site.

This random testing is not intended to, nor shall it relieve the Contractor from obtaining the necessary compaction results throughout the project, or from providing continuous testing at his own expense for use in compaction process control. Copies of all random and process control test reports obtained by the Contractor shall be sent to the Contracting Agency, at no additional cost to the Contracting Agency.

Retesting and reinspection required because of defective work and testing performed for the convenience of the Contractor shall be the responsibility of the Contractor at no additional cost to the Contracting Agency. Testing shall not be cause for claims for delay by the Contractor.

Original test reports shall be sent to the Contracting Agency.

7-09.3(13) Handling of Pipe
(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

Pipe shall be stacked in such a manner as to prevent damage to the pipe, to prevent dirt and debris from entering the pipe, and to prevent any movement of the pipe. Stacking layers shall be limited to the recommendations in the DIP Installation Guide.

Pipe shall not be strung across driveways, in ditches, or within 10 feet of the edge of the travel lane.

7-09.3(16) Cleaning and Assembling Joints
(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

All joints in the pipe, fittings, valves, flexible couplings, ductile iron sleeves, etc., shall be fully seated with small clearances allowed for pipe expansion. Where flexible couplings and ductile iron sleeves are called for, the space between pipe ends shall not exceed 1/4 inch, to prevent pipe movement such as would possibly be caused by the resultant thrust of a nearby closed valve.

When the space between pipe ends is excessive, a short section (1" to 2") of pipe may be inserted as a spacer ring to limit such pipe movement within the coupling (or sleeve), to obtain the 1/4-inch limitation stipulated herein.

7-09.3(19)A Connections to Existing Mains
(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The location, type, and size of existing facilities have been determined from available records and are approximate. It is anticipated that connections can be made, in general, as shown on the Plans. It shall be the responsibility of the Contractor to determine the exact location and to ascertain the type and size of the existing facilities prior to starting work on each connection and to provide minor alteration as may be required at no additional cost to the Contracting Agency.

If the connection to the existing system involves turning off the water, the Contractor shall provide a minimum notice of 5 working days to the Inspector, the Contracting Agency, and Fire Marshal, prior to scheduling shutoff. The Contractor shall notify (i.e., by distributing door hangers) all water customers affected by a scheduled shutdown. The notices shall be hand delivered not less than 48 hours nor more than 72 hours before the scheduled shutdown. The Contracting Agency will advise the Contractor which property owners are to be notified, and provide door hangers that the Contractor will be required to hang on each residential or commercial service location. No service shall be shut down for more than 4 hours per day without prior approval of the Contracting Agency.

The Contractor shall maintain service in the existing facilities at each connection until such time that the connection is actually made. Final connection will be permitted under the supervision of the Contracting

Agency after receiving satisfactory water quality tests, and a continuous safe supply of water is available through the new facilities.

The Contractor shall furnish, install and remove all temporary plugs, caps, blowoffs, temporary blocking, and all other items of a temporary nature required to construct the proposed facilities up to the point of connection for the pressure and purity tests.

7-09.3(19)B Maintaining Service

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

No Contracting Agency owned utility service will be allowed to be shutdown for more than 4 hours per day without prior approval.

7-09.3(20) Detectable Marking Tape

(******)

Delete this section and replace it with the following:

Detectable marking tape and tracer wire shall be installed over all water lines, including service lines. The tape shall be placed approximately 18 inches above the top of the line and shall extend its full length. Care must be taken to ensure that the marking tape shall be continuous and unbroken during the backfill process. The tracer wire shall be fastened to the top of the pipe with duct tape at 6-foot intervals and shall be routed up into valve and meter boxes with adequate length for connection to location equipment.

7-09.3(21) Concrete Thrust Blocking

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

All fittings requiring a thrust or anchor concrete block shall first be covered with 4-mil Visqueen plastic sheets, before concrete is poured. At no time shall the concrete be allowed to cover pipe joints, bolt heads, or nuts.

The poured in place concrete thrust and/or anchor blocks shall be in place at least 24 hours before beginning the pressure test, to allow the concrete to set. Longer durations may be required to ensure adequate curing has been established to conduct the necessary testing.

7-09.3(23) Hydrostatic Pressure Test
(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

Testing pressure against closed butterfly valves shall not exceed 150 psi differential between upstream and downstream pressures.

All water services lines shall be installed prior to testing the main lines.

Delete the ninth paragraph and replace it with the following:

There shall not be an appreciable or abrupt loss in pressure during the 2-hour test period.

7-09.3(24)A Flushing
(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The Contractor shall check the downstream capacity of the drainage system proposed to facilitate disposal of flushing water prior to starting the flushing process.

The Contracting Agency will furnish the water necessary to fill and flush the pipelines for testing purposes at a time of day when sufficient quantities of water are available for normal system operation.

The Contractor shall monitor the rate of disposal to prevent flooding of any areas downstream of the Contractor flushing operations.

All service lines shall be flushed prior to connecting the meters.

7-09.3(24)J Preventing Reverse Flow
(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The configuration of the installation of an approved backflow prevention device shall be submitted to the Contracting Agency for review and approval prior to the installation and use of the device and making the connection.

7-09.3(24)N Final Flushing and Testing
(June 16, 2006 G&O GSP)

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

> Before placing the line into service, a satisfactory report shall be received on samples collected from representative points in the new system. Samples will be collected and bacteriological tests obtained by the Contractor.

This Section is supplemented with the following:

> All water mains shall be flushed within 48 hours of chlorination. No flushing will be allowed on weekends or on holidays. The Contracting Agency shall be notified by the Contractor a minimum of 48 hours in advance of any flushing or flow testing.

7-09.3(24)O Repetition of Flushing and Testing
(May 1, 2006 G&O GSP)

This Section is supplemented with the following:

> The Contractor shall be responsible for payment of all repeat bacteriological testing. Testing shall not be cause for claims for delay by the Contractor and all expenses accruing there from shall be borne by the Contractor. Retesting and reinspection required because of defective work and testing performed for the convenience of the Contractor shall be paid by the Contractor.

7-09.3(25) Temporary Blowoff Assemblies (New Section)
(June 16, 2006 G&O GSP)

Any temporary blowoff assemblies required for the Project shall be furnished and installed by the Contractor at no expense to the Contracting Agency. Blowoffs shall be sized to provide a minimum pipe flow (scouring velocity) of 2.5 feet per second. Only brass plugs will be allowed to be utilized to plug pipelines where these temporary facilities were installed.

7-09.3(26) Plugging Existing Pipe (New Section)
(******)

Where shown in the Plans or where designated by the Engineer, existing pipes shall be plugged on the inlet end for a distance of 2 diameters with commercial concrete. Care shall be used in placing the concrete in the pipe to see that the opening of the pipe is completely filled and thoroughly plugged.

7-09.4 Measurement
(******)

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

No measurement shall be made for extra trench excavation as defined in Section 7-09.3(7)C.

Measurement for Trench Excavation Safety Systems will be lump sum.

Measurement for Foundation Gravel, in lieu of native material, if any, will be based on the computed, compacted volume in cubic yards within the excavated trench to a maximum width, as indicated on the Plans, and measured in the horizontal plane.

Measurement for Bank Run Gravel for Trench Backfill, in lieu of native material, if any, will be based on the computed, compacted volume in cubic yards within the excavated trench to a maximum width, as indicated on the Plans, and measured in the horizontal plane.

Measurement for PVC Pipe for Water Main, ____ In. Diam., Incl. Bedding Material will be per linear foot along the pipe, through the fittings, as measured on a horizontal plane.

Measure for DI Pipe for Fire Hydrant, ____ In. Diam., Incl. Bedding Material will be per linear foot along the pipe, through the fittings, as measured on a horizontal plane.

Measurement for Connection to Existing Water Main will be per each.

Measurement for Remove Existing Water Main (3rd Avenue N) will be per linear foot along the pipe, through the fittings, as measured on a horizontal plane.

7-09.5 Payment
(******)

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

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

“Trench Excavation Safety Systems,” lump sum.

The lump sum contract price for “Trench Excavation Safety Systems” shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to provide trench excavation safety systems, shoring and bracing, as specified herein, to include, but not be limited to trench boxes; layout and design drawings and specifications for shoring and bracing; temporary shoring and bracing calculations; shoring and bracing materials, and all other items necessary to accomplish this work.

This item will be paid proportionate to the linear feet of pipe and number of structures installed on the project.

“Foundation Gravel,” cubic yard.

The unit contract price per cubic yard for “Foundation Gravel” shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and place compacted foundation gravel in lieu of unsuitable or unavailable native material in pipe trenches, except as otherwise noted herein, and shall also include the cost of the additional excavation required in order to provide space for this material, dewatering, and waste hauling of unsuitable native material.

In the event the Contractor over-excavates the width and it becomes wider than the pay limit shown on the Plans, all material placed outside the excavation pay limit shall be at the Contractor’s sole expense.

“Bank Run Gravel for Trench Backfill,” cubic yard.

The unit contract price per cubic yard for “Bank Run Gravel for Trench Backfill” shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and place compacted bank run gravel for trench backfill material in lieu of unsuitable native material for trench backfill, and shall include the excavation and wastehaul of unsuitable native material displaced for the installation of the bank run gravel for trench backfill material.

In the event the Contractor over-excavates the width and it becomes wider than the pay limit shown on the Plans, all material placed outside the excavation pay limit shall be at the Contractor’s sole expense.

“PVC Pipe for Water Main, ____ In. Diam., Incl. Bedding Material,” per linear foot.

The unit contract price per linear foot for the "PVC Pipe for Water Main, ____In. Diam., Incl. Bedding Material" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the pipe, of the various sizes as shown on the Plans, complete-in-place, to include, but not be limited to, dewatering; excavation, backfill, and compaction; furnishing the services of a Contracting Agency approved testing laboratory for material testing; removal and disposal of surplus excavated materials; plugging ends of abandoned pipe with concrete; furnishing and installing pipe bedding material; concrete thrust blocks; joint restraints; flushing, testing, and disinfection; detectable marking tape and tracer wire; waste hauling, grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

"DI Pipe for Fire Hydrant, ____ In. Diam., Incl. Bedding Material," per linear foot.

The unit contract price per linear foot for "DI Pipe for Fire Hydrant, ____ In. Diam., Incl. Bedding Material" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the pipe, of the various sizes as shown on the Plans, complete-in-place, to include, but not be limited to, dewatering; excavation, backfill, and compaction; furnishing the services of a Contracting Agency approved testing laboratory for material testing; removal and disposal of surplus excavated materials; plugging ends of abandoned pipe with concrete; furnishing and installing pipe bedding material; concrete thrust blocks; joint restraints; flushing, testing, and disinfection; detectable marking tape and tracer wire; waste hauling, grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

"Connection to Existing Water Main," per each.

The unit contract price per each for "Connection to Existing Water Main" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to connecting to the existing water system, to include, but not be limited to, pumps, hoses, and temporary blocking (and waste hauling of same); plugs; locating the existing main line; cutting into the main line; disinfection; removal and waste hauling of existing pipe and appurtenances; temporary blowoffs; detectable marking tape and tracer wire; miscellaneous fittings and appurtenances; and all work associated with making a complete connection, in good working order, as specified herein and as further shown on the Plans.

"Remove Existing Water Main (3rd Avenue N)," per linear foot.

The unit contract price per linear foot for "Remove Existing Water Main (3rd Avenue N)" shall constitute full compensation for furnishing and supplying all materials, labor, tools, equipment, and incidentals necessary to remove the existing water main pipe, valves, fittings, and appurtenances located on 3rd Avenue N from STA 400+10, 9.2' LT to STA 411+00, 7' LT, to include, but not be limited to, dewatering; excavation, backfill, and compaction; furnishing the services of a Contracting Agency approved testing laboratory for material testing; removal and disposal of surplus excavated materials; plugging ends of abandoned pipe with concrete; waste hauling, grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

7-12 VALVES FOR WATER MAINS

7-12.2 Materials

(******)

Supplement this section with the following:

Gate Valves: All valves sizes 4-inch through 12-inch diameter shall be resilient seat, wedge disc, gate valves with ductile iron bodies and shall conform to the latest revision of AWWA Resilient Seated Gate Valves Standard C515 or AWWA C509. All valves shall have non-rising stems, open counterclockwise, and shall be provided with a 2-inch square AWWA operating nut. Valves shall have all interior and exterior surfaces epoxy coated meeting NSF standards for potable water. Valves shall be Clow, Mueller, or approved equal.

Valve Boxes: Valve boxes shall be two-piece adjustable, cast iron, 5-inch inside diameter, coal-tar epoxy painted, Olympic Foundry model 940, or approved equal. Cover shall have the word "WATER" cast into it.

Valve Marker Posts: Valve marker posts shall be Carsonite fiberglass composite CRM3-060 with flexible anchor barb, APWA blue.

7-12.3 Construction Requirements

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The required field inspection shall include operating the valve over the full range of opening to closed to ensure the valve firmly seals and fully clears the flow path.

The ears of the valve box cover shall be aligned along the pipe centerline.

7-12.4 Measurement

(******)

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

Measurement for Gate Valve, ____ In. will be per each.

Measurement for Abandon Existing Valve will be per each.

7-12.5 Payment

(******)

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

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

"Gate Valve, ____ In.," per each.

The unit contract price per each for "Gate Valve, ____ In." shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the valves, of the various sizes as shown on the Plans, complete-in-place, to include, but not be limited to, dewatering; excavation, backfill and compaction; removal and disposal of surplus excavated materials; furnishing the services of a Contracting Agency approved testing laboratory for material testing; valve box and cover; valve stem extension; cement concrete pad and reinforcement around valve box (unimproved areas); flushing, testing, and disinfection; tracer wire; concrete support block; waste hauling, grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

"Abandon Existing Valve," per each.

The unit contract price per each for "Abandon Existing Valve" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to abandon the existing valve, to include, but not be limited to, dewatering; excavation, backfill and compaction; furnishing the services of a Contracting Agency approved testing laboratory for material testing; removal and disposal of surplus excavated materials; removal and salvage of valve box to Contracting Agency; furnishing and installing crushed surfacing top course; waste

hauling, grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

7-14 HYDRANTS

7-14.2 Materials

(******)

Supplement this section with the following:

All hydrants shall be dry-barrel, compression type, with a Main Valve Opening (MVO) of 5-1/4″ and suitable for working pressures up to 250 psi meeting the requirements of AWWA C502. Hydrants shall have a 1-1/2″ pentagonal operating nut, opening counter-clockwise. Hydrants shall be equipped with two 2-1/2″ NST hose ports and one 4-1/2″ NST pumper connection. A permanent anodized short profile style Storz hydrant adapter and anodized Storz blind flange shall be installed on the pumper port. The size of the adapter shall be 4 inches. Fire hydrants shall be Mueller Super Centurion 250 model A-423, or approved equal.

7-14.3(1) Setting Hydrants

(June 16, 2006 G&O GSP)

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

Where shown in the Plans, hydrants shall be installed in accordance with the detail provided on the Plans. In addition, a minimum 3-foot radius unobstructed working area shall be provided around all hydrants. The safety flange shall be set ***3*** inches above finished grade.

This Section is supplemented with the following:

The Contractor shall furnish fire hydrants with the correct bury depth (trench depth), in accordance with the specified pipe depth and special conditions of the Project. The fire hydrants shall be installed to provide the mounting height above finished grade as shown on the Plans. The hydrant shall be installed plumb on the vertical axis.

Hydrants shall be equipped with one Storz pumper nozzle. The pumper port shall be turned to face the street.

After installation, each hydrant shall receive 2 field coats of paint. The first coat shall be thoroughly dried before applying the second coat. The exact colors shall be per Contracting Agency’s current standards.

7-14.3(2) Hydrant Connections
(******)

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

Fire hydrant laterals where hydrants are located within 50 feet of the water main shall be a minimum diameter of 6 inches. Fire hydrant laterals where hydrants are located beyond 50 of the water main shall be a minimum diameter of 8 inches, or larger as necessary to achieve required fire flows. Each hydrant lateral shall include an isolation valve set vertically at the water main connection point. The valve size shall equal the hydrant lateral diameter. Where hydrant runs are in excess of 50 feet an additional auxiliary gate valve shall be installed just prior to the hydrant location.

7-14.3(2)A Hydrant Restraints
(June 16, 2006 G&O GSP)

Replace this Section with the following:

The thrust created in the hydrant lateral shall be restrained as shown on the detail provided on the Plans.

7-14.4 Measurement
(******)

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

Measurement for Fire Hydrant Assembly will be per each.

Measurement for Salvage Existing Hydrant will be per each.

7-14.5 Payment
(******)

Delete all paragraphs in this Section and replace it with the following:

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

"Fire Hydrant Assembly," per each.

The unit contract price per each for "Fire Hydrant Assembly" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install

fire hydrant assembly, complete-in-place, to include, but not be limited to, dewatering; excavation, backfill, and compaction; furnishing the services of a Contracting Agency approved testing laboratory for material testing; removal and disposal of surplus excavated materials; auxiliary gate valve, valve box, and cover; Storz hydrant adapter with cap; cement concrete pad and reinforcement around valve box (unimproved areas); mainline tee; concrete bearing block, drain rock, and geotextile; flushing, testing, and disinfection; painting; waste hauling, grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

Payment shall be for a fire hydrant assembly complete-in-place at the final elevation as shown on the Plans. No additional payment shall be made for fire hydrant extensions.

"Salvage Existing Hydrant," per each.

The unit contract price per each for "Salvage Existing Hydrant" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to salvage the existing hydrant, to include, but not be limited to, dewatering; excavation, backfill, and compaction; furnishing the services of a Contracting Agency approved testing laboratory for material testing; removal and disposal of surplus excavated materials; removal and salvage of hydrant and auxiliary valve box to Contracting Agency; plug ends of abandoned hydrant pipe with concrete; furnishing and installing crushed surfacing top course; waste hauling, grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

7-15 SERVICE CONNECTIONS

7-15.1 Description

(******)

Replace this section with the following:

All new water service lines shall be a minimum of 1-inch, for 5/8″ x 3/4″ and 1″ meters, and shall be a minimum of 2-inch for 1 1/2- and 2-inch meters. The Contractor shall furnish and install all water service components (except water meter) from the water main to the meter box including service saddle, corporation stop, service pipe, meter stop, meter check valve, customer piping, meter setter and box, all at the Contractor's expense. Only one meter shall be served from each main tap.

7-15.2 Materials

(******)

Supplement this section with the following:

All fittings shall be lead free.

Saddles: Service saddles shall be stainless steel, female iron pipe thread outlet, and shall be Style 101S (3/4- and 1-inch services) and Style 202S (2-inch services) as manufactured by Romac Industries, Inc., or approved equal.

Corporation Stops: Corporation stops shall be ball type, made of either bronze or brass alloy, as manufactured by Mueller Co., Ford Meter Box Co., Inc., or approved equal.

Service Pipe: HDPE tubing for water service shall meet the requirements of AWWA C901. Tubing shall be high molecular mass with a 250-psi rating. Tubing shall be SDR 9 copper tubing size. Stainless steel liners shall be used when utilizing compression fittings on HDPE tubing.

Service Fittings: Fittings shall be brass, either compression or stab type. Stab type fittings shall utilize an internal grip ring and O-ring seal.

Meter: Meters will be furnished by the Contracting Agency.

5/8″ x 3/4″ Meter Installations: Meter boxes shall be Mueller Thermal-Coil meter box as manufactured by Mueller Company, or approved equal. Meter box shall be 15-inch diameter, 48-inch deep, bottomless, and equipped with a 15-inch flat lid (touch-read register capable) with side mounted key lock and 4-inch thick insulating pad. Traffic rated lids and frames (Mueller #700097) shall be provided for installations subject to traffic, including installations located in roads, alleys, and driveways. Meter box inlet shall be lockwing angle meter stop with a dual check valve outlet.

1″ Meter Installations: Meter boxes shall be Mueller Thermal-Coil meter box as manufactured by Mueller Company, or approved equal. Meter box shall be 18-inch diameter, 48-inch deep, bottomless, and equipped with an 18-inch flat lid (touch-read register capable) with side mounted key lock and 4-inch thick insulating pad. Traffic rated lids and frames (Mueller #700098) shall be provided for installations subject to traffic, including installations located in roads, alleys, and driveways. Meter box inlet shall be lockwing angle meter stop with a dual check valve outlet.

2″ Meter Installations: Meter setters shall be Mueller EZ-VAULT meter setter model 550VS2754LLBN000276N as manufactured by Mueller Company, or approved equal. Meter setter shall be 27-inch diameter, 54-inch deep, equipped with an 18-inch cast iron side locking lid (touch-read register capable) and 4-inch insulating pad. Install on 4″ thick compacted bedding material.

7-15.3 Construction Requirements

(******)

Delete the first paragraph in this Section and replace with the following:

Service connections shall be constructed at the locations shown on the Plans and in accordance with the detail provided on the Plans.

The Contractor shall set the water meter box to the finished grade of the area. The Contractor will be required to reset the meter box if it is not at finished grade at the completion of the project. The completed water service shall be tested at system operating pressure by the Contractor and must show no signs of leakage.

The location of water services at the property line or easement line shall be marked. Fiberglass markers may be proposed for approval consideration by the Contracting Agency. The fresh concrete curb above all water service lines shall be stamped on the curb face with a 2″ high "W".

Service saddle shall not be placed within one (1) foot of pipe joint, couplings, or other clamps without approval from the Contracting Agency.

No joints are allowed between the corporation stop and the angle meter stop.

All pipe and fittings shall be left exposed until they have been inspected by the Contracting Agency and approval is given for backfilling.

7-15.4 Measurement

(******)

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

Measurement for Service Connection, ____ In. Diam., will be per each.

Measurement for Service Pipe, ____ In. Diam., Incl. Bedding Material will be per linear foot along the pipe, through the fittings, as measured on a horizontal plane.

7-15.5 Payment

(******)

Delete all paragraphs paragraph in this Section and replace with the following:

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

"Service Connection, ____ In. Diam.," per each.

The unit contract price per each for "Service Connection, ____ In. Diam." shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the service connection, in good working order, complete-in-place, to include, but not be limited to, dewatering; excavation, backfill, and compaction; furnishing the services of a Contracting Agency approved testing laboratory for material testing; removal and disposal of surplus excavated materials; removal of existing meter box, frame, lid and meter and salvage to Contracting Agency; bedding material; flushing, testing, and disinfection; service saddle; corporation stop; installation of new meter box, setter, frame and lid; connecting the new service pipe to the new water main and meter setter; all fittings required for a complete system; waste hauling, grading and dealing with all other interferences, all as shown on the Plans and as specified herein.

"Service Pipe, ____ In. Diam., Incl. Bedding Material" per linear foot.

The unit contract price per linear foot for "Service Pipe, ____ In. Diam., Incl. Bedding Material" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the HDPE service pipe, of the various sizes as shown on the Plans, complete-in-place, to include, but not be limited to, dewatering; excavation, backfill, and compaction; furnishing the services of a Contracting Agency approved testing laboratory for material testing; removal and disposal of surplus excavated materials; pipe bedding material; all fittings required for a complete system; flushing, testing, and disinfection; detectable marking tape and tracer wire; waste hauling, grading and dealing with all other interferences, all as shown on the Plans and as specified herein.

7-17 SANITARY SEWERS

7-17.3(1) Protection of Existing Sewerage Facilities
(*****)

This Section is supplemented with the following:

Description

This Section specifies the requirements for maintaining sewage flows by temporary bypass pumping or other methods during the construction of the sanitary sewers and manholes.

Submittals

Within 15 days after the Notice to Proceed, the Contractor shall submit a Maintaining Sewage Flow Plan complete with design data in accordance with these Specifications showing methods and equipment the Contractor proposes to utilize at all locations for use in sewer pumping. The submittal shall include the following information:

1. An order of work and duration for maintaining sewage flow in the existing sewer main.
2. Drawing indicating the location of temporary sewer plugs and bypass discharge lines.
3. Capacities of pumps, prime movers, and standby equipment.
4. Design calculations providing adequacy of bypass system and selected equipment.
5. Noise attenuation for operation of pumps, prime movers, and standby equipment and proposed hours of operation.
6. Traffic control plan for bypass discharge piping.

Execution

The Contractor shall provide all labor, materials, equipment, and supervision required to provide temporary bypass pumping of raw sewage generally located among the sewer pipelines and side sewers within the Project site or other areas necessary to conduct the work. The temporary bypass pumping shall continue for the duration of the period that each segment is out of service, from initial disruption through approval by the Contracting Agency to place each segment back in service.

Temporary bypass pumping systems shall not be shut down between shifts, on holidays or weekends, or during work stoppages without permission from the Contracting Agency.

Maximum peak sewage flows are estimated to be less than 50 gallons per minute (gpm) in each sanitary sewer main scheduled for replacement.

The Contractor's pumping equipment shall be capable of handling solids typically found in the sanitary sewers, including rocks and other debris. All bypassed flow shall be discharged as approved by the Contracting Agency. No bypassing to the ground surface, receiving water, or which results in groundwater contamination or potential health hazards shall be permitted.

The Contractor shall maintain on site sufficient equipment and materials to ensure continuous and successful operation of the bypass systems. Standby pumps shall be fueled and operational at all times. The Contractor shall maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, and other parts or system hardware to ensure immediate repair or modification of any parts of the system as necessary. If electric pumps are being used, standby generators shall be available to ensure continuity of the pumping operation in the event of a power failure.

The Contractor shall be responsible for maintaining and fueling generators or providing power to the pumps to guarantee continuous operation.

The Contractor shall carefully coordinate its construction activities with National Weather Forecasts to reduce the probability of high flows and/or surcharging from stormwater during construction.

Damages

The Contractor shall repair, without cost to the Contracting Agency, any damage that may result from inadequate or improper design, installation, maintenance, and operation of bypassing, including mechanical or electrical failures.

7-17.2 Materials

(*****)

Supplement this section with the following:

Pipe approved for use shall be as follows:

PVC Sanitary Sewer Pipe (Gravity): Solid wall PVC sanitary sewer pipe and fittings with flexible gasketed joints shall conform to the requirements of Section 9-05.12(1) of the Standard Specifications (ASTM D3034, SDR 35 for pipe sizes up to 15 inches in diameter, and SDR 26 for all sewer pipe with any portion of the sewer main greater than 12 feet of cover).

PVC fittings for PVC sanitary sewer pipe such as tees, wyes, elbows, plugs, caps, etc., shall be flexible gasket joint fittings acceptable for use and connection to solid wall PVC sanitary sewer pipe.

Transition Couplings: Couplings shall be longitudinally bolted with gasketed joints and fusion bonded epoxy lined and coated. Approved manufacturers include Romac, Ford, and Smith-Blair.

Detectable Marking Tape: Underground marking tape shall be a minimum of 6 inches in width, detectable marking tape, with a minimum of 5.0 mil overall thickness. Tape shall be manufactured using a 0.8 mil clear virgin polypropylene film, reverse printed and laminated to a 0.35 mil solid aluminum foil core, and then laminated to a 3.75 mil clear virgin polyethylene film. Tape shall be printed diagonally striped design for maximum visibility, and meet the APWA Color-Code standard for identification of buried utilities. Detectable marking tape shall be Pro-Line Safety Products, or approved equal.

7-17.3(2) Cleaning and Testing

7-17.3(2)A General

(******)

Delete the first paragraph and replace it with the following:

All sewer pipes and appurtenances shall be cleaned and low-pressure air tested after backfilling. Infiltration testing of the gravity sewer pipeline will be required. Deflection testing of the pipeline may be required should video inspection review identify any irregularities or concerns at the discretion of the Contracting Agency.

All testing shall be performed by the Contractor and witnessed by the Contracting Agency.

Supplement this Section with the following:

The Contractor shall keep the pipeline clean and free of debris. The pipeline shall be cleaned prior to the Contractor requesting inspections.

7-17.3(2)B Exfiltration Test
(June 16, 2006 G&O GSP)

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

The exfiltration test method shall not be used for testing on this Project.

7-17.3(2)F Low Pressure Test for Sanitary Sewers Constructed of Non Air-Permeable Materials
(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The pipe installation shall be tested with low pressure air immediately following cleaning and flushing. Air shall be slowly supplied to the plugged pipe installation until the internal air pressure reaches 4.0 psi greater than the average back pressure of any ground water that may submerge the pipe. At least 2 minutes shall be allowed for temperature stabilization before proceeding further. After the internal air temperature stabilizes, the pressure in the pipe shall be bled down to 3-1/2 psi above the average back pressure of groundwater above the centerline of the pipe. The Contractor shall be responsible for coordinating and providing for rerouting existing sewage flow around the test area as necessary.

7-17.3(2)H Television Inspection
(******)

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

Scope

The Contractor shall provide pre- and post-construction television inspection of each sewer main identified for replacement or abandonment as shown on the Plans.

Submittals

The Contractor shall submit to the Contracting Agency 2 DVD color audio-visual recordings of each television inspection together with 2 written logs of each television inspection within 2 working days of the work.

Quality Assurance

The inspections shall be performed by a National Association of Sanitary Sewer Companies (NASSCO) Pipeline Assessment Certification Program (PACP) certified operator and shall meet the coding and reporting standards and guidelines as set by the PACP. All report annotations, pipe conditions, and pipe defects shall be identified properly using PACP codes and severity ratings shall be calculated according to PACP.

The Contracting Agency will review television inspection DVDs and logs within 5 working days of the television inspection to ensure compliance with the Specifications. Any television inspection results found to be non-compliant, in the sole determination of the Contracting Agency, shall be corrected by the Contractor at the Contractor's sole expense.

Equipment

The camera utilized for sewer main television inspection shall be capable of pan-and-tilt radial viewing and equipped with adequate light and focusing to allow inspection of the sewer main, side sewers connections, and full circumference inspection of main line joints and fittings. Lighting intensity shall be remote-controlled and shall be adjusted to minimize reflective glare. The camera shall be equipped with camera height adjustment to keep the camera lens centered at one-half the inside pipe diameter. Cameras shall be capable of a minimum of 1,000 feet of continuous inspection.

Cameras shall also be equipped with a calibrated footage counter capable of recording distance traveled measurements accurate to plus or minus 2 feet in 1,000 feet.

Television inspection footage shall be recorded in color and submitted in high quality MPEG format on DVD discs.

Pre-Construction Television Inspection

The Contractor shall perform complete television inspection of all existing sewer mains identified for replacement or abandonment shown on the Plans.

The Contractor shall provide the Owner access to observe the monitor and all other operations at all times during the television inspection.

Sewer main television inspection shall be performed from center of starting manhole to center of ending manhole. All television inspections shall begin prior to the camera head entering the pipeline. The camera image shall be down the center axis of the pipe when the camera is in motion and shall provide a 360-degree view of the pipe interior. Maximum rate of travel shall be 30 feet per minute when recording.

All sewer main television inspections shall identify points of interest including, but not limited to, pipe defects, debris, sediment, and side sewer connections. The inspections shall identify and locate all active and non-active side sewers.

Post-Construction Television Inspection

The Contractor shall perform complete television inspection of all new sewer mains installed on the project. After the new sewer mains have been cleaned and flushed, the manhole channeled, and all side sewer reconnections made, the Contractor shall provide a complete televised inspection of all new sewer mains, from center of starting manhole to center of ending manhole, before final acceptance. All television inspections shall begin prior to the camera head entering the pipeline.

Immediately prior to the televised inspection, the Contractor shall run water through each sewer line for 5 to 10 minutes to provide water for detection of any adverse grade sections visible by the presence of ponded water. The camera shall be stopped periodically at the ponded areas and the depth of water shall be measured with a ball of known diameter on the pull line. During the inspection, all tees and other fittings shall be logged as to exact location within 1 percent maximum error in measurement, wherein accuracy is checked with various fittings and the terminating manhole.

The Contractor shall bear all costs incurred to provide the initial post-construction television inspection, to correct any deficiencies found during the initial post-construction television inspection (pipe sags, misaligned or offset joints or side sewer connections, missed side sewer connections, etc.), to provide any additional television inspection that may be required by the Owner to verify the correction of said deficiency, and to provide any television inspection performed solely for the benefit of the Contractor.

The camera utilized for the post-construction television inspection shall have imaging capabilities of similar quality and be similarly equipped to the camera used to for the pre-construction television inspection.

Post-construction television inspection shall be in the same direction as the pre-construction television inspection.

7-17.4 Measurement

(******)

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

Measurement for PVC Sanitary Sewer Pipe and Fittings, ____ In. Diam., Incl. Bedding Material will be per linear foot along the pipe, through the fittings, as measured on a horizontal plane.

Measurement for Maintaining Sewage Flow will be lump sum.

Measurement for Side Sewer Connection will be per each.

7-17.5 Payment

(******)

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

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

"PVC Sanitary Sewer Pipe and Fittings, ____ In. Diam., Incl. Bedding Material," per linear foot.

The unit contract price per linear foot for "PVC Sanitary Sewer Pipe and Fittings, ____ In. Diam., Incl. Bedding Material" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the PVC pipe and fittings, of the various sizes as shown on the Plans, complete-in-place, to include, but not be limited to, cleaning and television inspection of the existing sewer main pipe to be replaced or abandoned; dewatering; excavation, backfill, and compaction; furnishing the services of a Contracting Agency approved testing laboratory for material testing; removal and disposal of surplus excavated materials; removal and disposal of existing sewer pipe, cleanouts and lampholes; pipe bedding material; transition couplings; testing; cleaning and television inspection of new sewer main pipe; waste hauling, grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

"Maintaining Sewage Flow," lump sum.

The lump sum contract price for "Maintaining Sewage Flow" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to successfully transfer pipeline flows of any kind, including groundwater, stormwater, surface water, and sewage, around all areas under construction, to included, but not be limited to, preparation and submission of a temporary bypass pumping plan; customer notification of service disruption; furnishing pumps, prime movers, generators, bypass piping, valves, plugs, temporary connections, standby equipment, fuel, and appurtenances; and all other items necessary to accomplish this work. The Contractor shall be responsible for maintaining and fueling generators or providing power to the pumps to guarantee continuous operation.

"Side Sewer Connection," per each.

The unit contract price per each for "Side Sewer Connection" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to connect existing and new side sewer pipe to new sewer main pipe, to include, but not be limited to, dewatering; excavation, backfill, and compaction; removal and wastehaul of surplus excavated materials; mainline tee, wye, and or saddle; grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

All costs for temporary side sewer connections made at the Contractor's discretion, if any, shall be included in the various unit prices bid for this work, and shall not be included in this payment item.

7-18 SIDE SEWERS

7-18.3 Construction Requirements

(March 3, 2011 G&O GSP)

This Section is supplemented with the following:

All side sewers shall be constructed in accordance with the detail included on the Plans.

7-18.3(6) Television Inspection (New Section)

(******)

Scope

The Contractor shall provide pre- and post-construction television inspection of each side sewer identified for replacement as shown on the Plans, as well as television inspection of existing side sewers, as shown on the Plans or encountered in the field, that are not identified for replacement.

Submittals

The Contractor shall submit to the Contracting Agency 2 DVD color audio-visual recordings of each television inspection together with 2 written logs of each television inspection within 2 working days of the work.

The Contractor shall submit a side sewer television inspection plan and schedule to the Contracting Agency no later than 2 weeks prior to the start of side sewer television inspection work. No side sewer television inspection may begin prior to the Contractor receiving the Contracting Agency's written approval of a side sewer television inspection plan and schedule. The plan shall contain, at a minimum, the following:

1. Address of the property served by the side sewer.

2. Proposed method for inspecting and electronically locating the sewer (push camera or launch camera).

3. Contingency plan for camera removal and completion of the inspection in the event that the camera becomes lodged in the side sewer pipe.

Quality Assurance

The inspections shall be performed by a National Association of Sanitary Sewer Companies (NASSCO) Pipeline Assessment Certification Program (PACP) certified operator and shall meet the coding and reporting standards and guidelines as set by the PACP. All report annotations, pipe conditions, and pipe defects shall be identified properly using PACP codes and severity ratings shall be calculated according to PACP.

The Contracting Agency will review television inspection DVDs and logs within 5 working days of the television inspection to ensure compliance with the Specifications. Any television inspection results found to be

non-compliant, in the sole determination of the Contracting Agency, shall be corrected by the Contractor at the Contractor's sole expense.

Equipment

The camera used for side sewer television inspections shall be a push camera capable of accessing a side sewer and navigating bends commonly found in side sewers and capable of a minimum of 300 feet of continuous inspection. The camera shall have imaging capabilities of similar quality and be similarly equipped to the camera used to inspect sewer mains. The Contractor may use a camera capable of being launched into a side sewer connection from inside the sewer main for television inspection of side sewers in lieu of a push camera. Launch camera capabilities shall be of similar quality and shall be similarly equipped to the camera used to inspect sewer mains.

Cameras shall also be equipped with a calibrated footage counter capable of recording distance traveled measurements accurate to plus or minus 2 feet in 1,000 feet.

Television inspection footage shall be recorded in color and submitted in high quality MPEG format on DVD discs.

Pre-Construction Television Inspection

The Contractor shall perform complete television inspection of all existing side sewers connected to sewer mains identified for replacement or abandonment as shown on the Plans.

The Contractor shall provide the Owner access to observe the monitor and all other operations at all times during the television inspection.

Side sewer television inspection shall be performed to identify side sewer pipe type and condition, identify and locate any unknown connections, and electronically locate the alignment of each side sewer from the sewer main to right-of-way as shown on the Plans. Upon completion of the side sewer television inspection, the Contractor shall electronically locate and mark the alignment of each side sewer from the sewer main to right-of-way.

The electronic locator shall be capable of detecting the horizontal and vertical position of existing side sewer pipes to a minimum of plus or minus 2 feet.

Post-Construction Television Inspection

The Contractor shall perform complete television inspection of all new side sewers installed on the project. After the new side sewers have been cleaned and flushed, all new cleanouts have been installed, and all connections to the building sewer made, the Contractor shall provide a complete televised inspection of all new side sewers, from the sewer main to the new cleanout sewer connection, before final acceptance.

The Contractor shall bear all costs incurred to provide the initial post-construction television inspection, to correct any deficiencies found during the initial post-construction television inspection (pipe sags, misaligned or offset joints, etc.), to provide any additional television inspection that may be required by the Owner to verify the correction of said deficiency, and to provide any television inspection performed solely for the benefit of the Contractor.

The camera utilized for the post-construction television inspection shall have imaging capabilities of similar quality and be similarly equipped to the camera used to for the pre-construction television inspection.

Post-construction television inspection shall be in the same direction as the pre-construction television inspection.

7-18.4 Measurement

(******)

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

Measurement for PVC Side Sewer Pipe and Fittings, ____ In. Diam., Incl. Bedding Material will be per linear foot along the pipe, through the fittings, as measured on a horizontal plane.

7-18.5 Payment

(******)

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

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

“PVC Side Sewer Pipe and Fittings, ____ In. Diam., Incl. Bedding Material,” per linear foot.

The unit contract price per linear foot for "PVC Side Sewer Pipe and Fittings, ____ In. Diam., Incl. Bedding Material" shall constitute full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the PVC pipe and fittings, of the various sizes as shown on the Plans, complete-in-place, to include, but not be limited to, cleaning. television inspection and electronically locating the existing side sewer pipe; dewatering; excavation, backfill, and compaction; furnishing the services of a Contracting Agency approved testing laboratory for material testing; removal and disposal of surplus excavated materials; removal and disposal of existing side sewer pipe, cleanouts and lampholes; pipe bedding material; sewer cleanouts, including mechanical plug, box, lid and crushed surfacing top course; sewer stubs, including cap, galvanized wire, vertical 2″ x 4″, and sewer marker; transition couplings; connection to existing side sewer; testing; cleaning and television inspection of new side sewer pipe; waste hauling, grading, and dealing with all other interferences, all as shown on the Plans and as specified herein.

7-19 SEWER CLEANOUTS

7-19.3 Construction Requirements

(******)

This Section is supplemented with the following:

The Contractor shall furnish and install one sewer cleanout at each side sewer connection made on the Project. Cleanouts will be installed in accordance with the detail shown on the Plans and within right-of-way as close to the property line without encroaching on private property as agreed to in the field with the Contracting Agency.

7-19.5 Payment

(March 3, 2011 G&O GSP)

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

Unless otherwise noted herein, all costs of furnishing and installing sewer cleanouts shall be considered incidental to the Project and merged into the unit contract price for side sewer pipe.

DIVISION 8

MISCELLANEOUS CONSTRUCTION

DIVISION 8

MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

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

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

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

8-01.3(1)A Submittals

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

The Contractor shall be required to prepare, maintain, and update the TESC plan, as may be required during the course of the Project.

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

This Section is supplemented with the following:

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

8-01.4 Measurement
(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

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

8-01.5 Payment
(May 4, 2020 G&O GSP)

Supplement this Section with the following:

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

"Erosion Control and Water Pollution Prevention"

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

8-02 ROADSIDE RESTORATION

8-02.2 Materials
(May 4, 2020 G&O GSP)

This Section shall be supplemented with the following:

Sod shall:

- Contain no more than 1 percent other grasses, none of which is coarse or of undesirable variety.
- Be free of weeds, pests, and diseases.
- Contain no more than 1 percent Poa Anna (annual bluegrass).
- Be not less than 10 months old and no more than 14 months old; healthy and with a dense, vigorous, well-developed root structure.
- Be grown on fumigated soil with intensive care and cultivation under rigid quality control.
- Be cut from fields no more than 24 hours before delivery to jobsite.

8-02.3(4) Topsoil
(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

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

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

8-02.3(4)A Topsoil Type A
(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

Imported Topsoil, Type A, shall be a mixture of 33.3 percent compost by volume, 33.3 percent loam by volume and 33.3 percent sandy loam by volume as defined by USDA soil texture triangle, screened through a

3/8-inch screen or approved equal. Compost shall be made from ground yard waste that has first been screened through a 5/8-inch trammel screen. The composting process shall include five 3-day periods during which the compost temperature is 131 to 165 degrees Fahrenheit. The total composting time period shall be a minimum of 4 months. Topsoil shall be weed free.

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

This Section is supplemented with the following:

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

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

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

1. Maximum 2:1 slope, unless otherwise indicated.

2. Smooth and round off surfaces at abrupt grade changes.

3. Feather grades to meet existing gradually. Rake planting areas smooth and remove surface rocks over 2-inches diameter.

4. Provide minimum 2 percent crown or slope in all landscape areas. The Contractor is responsible for any adverse drainage conditions that may affect plant growth, unless he contacts the Project Engineer immediately indicating any possible problem.

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

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

Final Acceptance

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

8-02.3(10)C Lawn Establishment
(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

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

Sod shall be placed in accordance with standard horticultural practices. Dry soil shall be moistened by sprinkling. All butt joints shall be staggered. On sloped areas, the sod shall be laid with the long dimension parallel to the toe or top of slope. After placing, the sod shall be rolled and heavily watered by sprinkler.

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

Inspection and Substantial Completion

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

Reseeding

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

8-02.4 Measurement
(May 4, 2020 G&O GSP)

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

Sod Installation will be measured by the square yard, along the ground slope.

8-02.5 Payment
(May 4, 2020 G&O GSP)

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

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

"Sod Installation," per square yard.

The unit contract price per square yard for "Sod Installation" shall be full pay for all costs necessary to prepare the area, furnish and install top soil, furnish and plant sod, erect barriers, control weeds, and establish lawn areas, complete the Work as specified, fertilize, mow, water , resod as needed.

8-04 CURB, GUTTERS, AND SPILLWAYS

8-04.3 Construction Requirements
(November 21, 2009 G&O GSP)

This Section is supplemented with the following:

Any curb and gutter damaged, defaced, cracked, chipped, or determined to be of poor workmanship, in the opinion of the Contracting Agency, shall be removed, wastehauled and replaced by the Contractor, at the Contractor's expense. Sacking and grinding shall not be considered an acceptable means for repairing unacceptable sections. The Contractor shall further provide verbal and written notice (door hanger) to property owners identifying restricted use of their driveways, sidewalks, etc. This notice must be provided twice: at 1 week prior and again 1 day prior to the work being performed.

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways
(******)

Delete the first paragraph and replace with the following:

Cement concrete curb and gutter shall be constructed with air entrained concrete Class 4000 conforming to the requirements of Section 6-02.

8-04.5 Payment
(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

The unit contract price per linear foot for "Cement Conc. Traffic Curb and Gutter" or "Cement Conc. Rolled Curb and Gutter" shall include all costs associated with furnishing labor, material, tools, and equipment for the complete installation of these items including, but not limited to, forming, placing, block-outs, lowering curbs for sidewalk ramps and driveways, reinforcing steel, joint filler, curing, temporary barricades, end-sections, painting, material testing and any other items as shown on the plans and as required in the field for a complete installation. It shall also include protecting all curb and gutters from vandalism and other damage until accepted by the Contracting Agency.

8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES

8-06.2 Materials
(September 18, 2018 G&O GSP)

This Section shall be supplemented with the following:

Reinforcing Steel 9-07

8-06.3 Construction Requirements
(September 18, 2018 G&O GSP)

This Section shall be supplemented with the following:

Cement Concrete Driveway Entrance shall conform to the details shown on the Plans. The driveway width shall be as shown on the Plans or as directed by the Engineer to suit field conditions. The Contractor's attention is called to the several different driveway entrance configurations. It is essential that the proper detail be used as indicated on the Plans. The Contractor shall confirm each driveway type and width in the field with the Engineer prior to forming the driveway. Failure to do

so shall be justification for removing and replacing the work at no additional cost to the Contracting Agency.

Before placing any concrete, the Contractor shall have on the job site enough protective paper, or equivalent, to cover the pour of an entire day in the event of rain or other unsuitable weather conditions.

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

The placing and compaction of the subgrade and crushed surfacing shall be in accordance with the requirements of the applicable sections of the Standard Specifications and these Special Provisions. Reinforcement shall conform to Standard Specifications Section 6-02.3(24).

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

8-06.4 Measurement

(November 21, 2009 G&O GSP)

Delete this Section and replace with the following:

Cement Concrete Driveway Entrance will be measured by the square yard of total surface area from the backside of the curb to the backside of the sidewalk, regardless of entrance type.

8-06.5 Payment

(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

The unit contract price per square yard for "Cement Conc. Driveway Entrance" shall be full compensation for all labor, tools, equipment, materials, and incidentals required to perform the work as specified including, but not limited to, forming, joint material, furnishing and installing the ***crushed surfacing materials and*** concrete, reinforcing steel,

finishing, protecting the work, temporary steel plating, and material testing, regardless of entrance type.

8-14 CEMENT CONCRETE SIDEWALKS

8-14.3 Construction Requirements

(November 21, 2009 G&O GSP)

This Section is supplemented with the following:

Any sidewalk damaged, defaced, cracked, chipped, or determined to be of poor workmanship, in the opinion of the Contracting Agency, shall be removed, wastehauled, and replaced by the Contractor at the Contractor's expense. Damaged sidewalk shall be removed at a construction or expansion joint; sawcutting will not be allowed. Sacking, grinding, or spot repaired shall not be considered an acceptable means for repairing unacceptable sections. The Contractor shall further provide verbal and written notice (door hanger) to property owners abutting the Project identifying restricted use of these facilities, etc. This notice must be provided 1 week prior and again 1 day prior to the work being performed.

8-14.4 Measurement

(******)

Delete this section and replace it with the following:

Cement concrete sidewalks will be measured by the square yard of finished surface and will include the surface area of the curb ramps.

Measurement of curb ramps will be by the unit for each completed ramp, regardless of ramp type.

8-14.5 Payment

(December 14, 2016 G&O GSP)

This Section is supplemented with the following:

The unit contract price per square yard for "Cement Conc. Sidewalk" shall include all costs of furnishing all materials, labor, tools, and equipment necessary for a complete installation including forming, furnishing and placing ***crushed surfacing materials and*** concrete, jointing and joint filler, curing, material testing, temporary barricades, and any other items required for a complete installation in good working order and in accordance with the Plans, the Specifications, and as required in the field.

It shall also include protecting all sidewalks from damage until accepted by the Contracting Agency.

The unit contract price per each for "Cement Conc. Curb Ramp" shall include all costs of furnishing all materials, labor, tools, and equipment necessary to furnish and construct the curb ramp, regardless of type, including forming, truncated domes, curbing for ramps (at sides or back of ramps), jointing, and joint filler, curing, material testing, and temporary barricades as necessary.

8-21 PERMANENT SIGNING

8-21.3(4) Sign Removal

(January 4, 2010 G&O GSP)

This Section is supplemented with the following:

The Contractor shall obtain approval from the Engineer prior to removing existing signs.

8-21.3(5) Sign Relocation

(January 4, 2010 G&O GSP)

This Section is supplemented with the following:

All existing signs not designated for permanent removal that are damaged or removed shall be replaced by the Contractor at no additional expense to the Contracting Agency.

Existing signs shall be temporarily relocated by the Contractor, as required, to portable sign stands, subject to the approval of the Engineer. When temporarily installed on posts, the signs shall be located as near as practical to their permanent locations and shall have a minimum vertical clearance above the pavement in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

All portable sign stands shall be designed to rigidly support the sign in position without creating a hazard to the motorist. Portable sign stands shall be furnished by the Contractor and upon completion of the work shall remain the property of the Contractor and shall be removed from the Project.

8-21.5 Payment
(November 24, 2010 G&O GSP)

This Section is supplemented with the following:

"Permanent Signing," per lump sum.

The lump sum contract price for "Permanent Signing" shall be full pay for all material, labor, tools, and equipment necessary to remove, protect, and reinstall existing signs including posts, concrete anchors, and fasteners, as specified herein and shown on the Plans, as well as furnishing and installing all new permanent signs as may be specified on the Plans.

8-22 PAVEMENT MARKING

8-22.1 Description
(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

Pavement markings shall conform to Section 8-22 of the Standard Specifications, and the latest edition and amendments thereto of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State of Washington, and shall be constructed as shown in the Plans except as modified herein.

The Contractor shall be responsible for all traffic control required to place and protect pavement marking material, as outlined in Sections 1-07.23 and 1-10 of the Standard Specifications and these Special Provisions.

8-22.2 Materials
(November 1, 2011 G&O GSP)

This Section is supplemented with the following:

Plastic pavement marking materials shall be Type A – liquid hot applied thermoplastic unless indicated otherwise in the Contract Documents.

Patents

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the Contracting Agency and its duly authorized representatives from all suits of law or action of every nature for, or on account of, the use of any patented materials, equipment, device, or processes.

Acceptance

The Contractor shall be responsible for supplying material that meets aforestated material and testing requirements. The Contractor shall supply certification that the pavement marking material meets the above specifications.

8-22.3 Construction Requirements

(November 24, 2010 G&O GSP)

This Section is supplemented with the following:

In addition to the requirements of Sections 8-22.3(2) and 8-22.3(3), the application and surface preparation shall conform to the manufacturer's recommendations.

The Contractor shall provide the Engineer with two copies of the manufacturer's recommendations for installation.

In all cases, the product manufacturer's recommended application procedures shall be adhered to. When no such procedures have been published, workmanship shall be governed by these Special Provisions and the Standard Specifications.

After cleaning of areas to receive pavement markings, the areas shall pass inspection of the Engineer prior to application of the material or the primer coat.

Reflectorized beading as stated in Section 8-22.3(3) of the Standard Specifications shall be provided with all pavement markings.

8-22.3(6) Removal of Pavement Markings

(November 21, 2009 G&O GSP)

This Section is supplemented with the following:

Painting is not an acceptable method for obliteration or removal of pavement markings.

8-24 ROCK AND GRAVITY BLOCK WALL AND GABION CRIBBING

8-24.2 Materials

(January 4, 2010 G&O GSP)

This Section is supplemented with the following:

Modular Block Walls

The face of the wall shall consist of a rock-face type appearance. Modular block units shall be Keystone Compac brand straight face series, or Contracting Agency approved equal. Color shall be concrete gray.

Modular block units shall have minimum 28-day compressive strength of 20 Mpa in accordance with ASTM C90. The concrete shall have adequate freeze-thaw protection with a maximum adsorption rate of 8 percent.

Exterior dimensions shall be uniform and consistent. Maximum dimensional deviations shall be 0.20 inches (not including textured face).

8-24.3(2) Gravity Block Wall

(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

Excavation

Excavation shall be in accordance with the requirements of Section 2-09 and in conformity to the limits and construction stages shown in the Plans.

The Contractor shall restrict the excavation limits to the length of wall that can be constructed in one-day's work. Excavation beyond the limits that can be completed in one day's work shall be permitted if the Contractor can demonstrate that the excavation will remain stable until the wall is completed.

Slopes above the wall shall be established prior to any excavation for the wall.

Foundation Preparation

The foundation for the wall shall be graded as shown in the Plans.

Prior to placement of the concrete units, the foundation, if not in rock, shall be compacted. Any foundation soils found to be unsuitable shall be

removed and replaced as provided for under Section 2-09.3(1) C. The leveling pad shall be compacted to 95 percent of modified Proctor.

Installation

The first course of block units shall be placed on the prepared leveling pad with the front edges tight together. The Contractor shall install the units level and the alignment as shown on the Plans. The units shall be in full contact with the leveling pad. Proper care shall be taken to develop straight lines and smooth curves. All cavities in and around the block shall be backfilled. Backfill front and back of entire bottom row to firmly lock in place. All excess material shall be swept from tops of units. Install next course of wall units on top of base row. The blocks shall be aligned according manufacturer's recommendations. The Contractor shall check each block for proper alignment and level. Backfill remaining space behind second course and compact to 95 percent of standard Proctor. Repeat process for each succeeding course. No more than two courses of block shall be dry stacked prior to placement of unit core fill and backfill. Install cap units with construction adhesive at the wall locations indicated on the Plans.

Any exposed pick holes on the segmental concrete block wall shall be cleaned and filled with non-shrink grout.

Backfill

Material shall be as specified in the Plans. Only hand-operated compaction equipment shall be allowed within 3 feet of the wall face. Sudden braking and sharp turning shall be avoided.

The backfill shall be compacted to achieve 95 percent modified Proctor. The Contractor shall be fully responsible for achieving the specified compaction requirements. The Engineer may direct the Contractor to remove and correctly replace any soil or materials found to be not in compliance with these specifications, at the Contractor's expense.

8-24.4 Measurement

(June 16, 2006 G&O GSP)

Delete this Section and replace with the following:

Measurement for Modular Block Wall will be per square foot as measured on a vertical face (one side only) from top of wall to bottom of wall (including wall key and excluding cast-in-place wall caps, leveling pad, etc.).

8-24.5 Payment
(January 7, 2013 G&O GSP)

Delete this Section and replace with the following:

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

The unit contract price per square foot for "Modular Block Wall" shall be full pay for furnishing all material, labor, tools, and equipment necessary to construct the modular block wall including, but not limited to, excavation, shoring, preparing the subgrade, furnishing and installing leveling pad, modular blocks (including modular caps and construction adhesive), unit fill, ***backfill per manufacturer's requirements,*** drain pipe, drain rock, geotextile fabric for drain pipe, and wastehaul for a complete installation.

SECTION 8 – MISCELLANEOUS

This Section is supplemented with the following:

PROJECT DOCUMENTATION
(November 24, 2010 G&O GSP)

Description

The Work described in this section includes record drawings, photographs, and property release forms.

Construction Requirements

Record Drawings

Record drawings and other documents are to be maintained and annotated by the Contractor during construction as follows: (1) a neatly and legibly marked set of Contract Plans showing the final location of piping, structures, paving limits, curbs, gutters, sidewalks, relocated utility structures, monuments, channelization, etc.; (2) additional documents such as schedules, lists, drawings, and easement/permit forms included in the Specifications; and (3) Contractor layout and installation drawings.

Unless otherwise specified, record drawings shall be full size and maintained in a clean, dry, and legible condition. Record documents shall not be used for construction purposes and shall be available for review by the Contracting Agency during normal working hours at the Contractor's field office. At the

completion of the Work and prior to final payment, all record drawings and attachments shall be submitted to the Contracting Agency.

The record drawings shall be prepared concurrently with the Work being performed and shall be kept current at all times. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:

Additions	-	Red
Deletions	-	Green
Comments	-	Blue
Dimensions	-	Graphite

The record drawings shall identify all existing or abandoned utilities that were found during construction and not shown on the original Contract Plans.

The Contractor will be provided with one set of Contract Plans for this purpose. At the end of the project, each record drawing and other document shall be stamped and signed by the Contractor, attesting to the accuracy of the drawing or other document.

Photographs

The Contractor shall provide comprehensive preconstruction photographs of the entire Work site and adjoining properties. The photographs shall provide complete coverage of all features.

Before construction starts, electronic files of all photos shall be delivered to the Contracting Agency. Photographs shall be taken in and along the project limits, prior to construction. Special attention shall be provided to depict existing conditions, edge of pavement, drainage facilities, private improvements, and utility markers. The photographs shall be provided with date the photos were taken, and arranged in a logical order. The Contractor shall provide post-construction photographs from the same spot and angle as the pre-construction photographs. An electronic file of post-construction photos shall be submitted. The Contractor shall provide **100** pre- and **100** post-construction photographs of the Work site.

Property Release Forms

The Contractor shall be held responsible for acquiring signed property release forms in the format provided in the Appendix, for all properties which have been disturbed or damaged by the Contractor's operations, or utilized by the Contractor for staging, storing, or stock piling of materials or equipment.

This work shall include submitting the form(s), as further shown herein, by certified mail to each property owner effected and further including therein a self addressed stamped envelope for the property owner's use. The enclosed self addressed envelope shall be addressed to**: City of Okanogan, PO Box 752, Okanogan, WA 98840.** Contractor shall provide a copy of all certified mailings to the Contracting Agency.

Payment

All costs for the work as specified in this Section shall be included in the lump sum contract price for "Mobilization, Cleanup, and Demobilization." The Contractor's record drawings will be reviewed monthly for completeness by the Contracting Agency. If the record drawings do not reflect the work performed, payment for those items of work not reflected on the record drawings shall not be included in the current monthly progress estimate.

ORDER OF WORK
(November 24, 2010 G&O GSP)

The order of work except as may otherwise be outlined herein will be at the Contractor's option, in keeping with good construction practice. The work shall be scheduled and constructed in accordance with the various permits and franchise requirements and/or conditions.

Prior to starting construction, the Contractor shall furnish the Contracting Agency with an Erosion Control Plan, a Spill Prevention Control and Countermeasures Plan (SPCC Plan), Progress Schedule, and a Traffic Control Plan. All plans shall be approved by the Contracting Agency prior to commencing any construction operations.

As a **first order of work**, the Contractor shall attend a mandatory pre-construction meeting.

As a **second order of work**, the Contractor shall provide Public Notice to property owners abutting the project limits.

As a **third order of work**, the Contractor shall provide material submittals. The Contractor shall also provide a schedule of value for all lump sum bid items.

As a **fourth order of work**, the Contractor shall call 1-CALL and have utilities marked in the field by the various utility owners.

As a **fifth order of work**, after the utilities have been marked, the Contractor shall provide for the photographing of the entire project site. This activity must be completed and the photographs and digital files delivered to the Contracting

Agency as required and further specified in Section 8 prior to any excavation, asphalt cutting, mobilization, staging, or any other work items being performed.

As a **sixth order of work,** the Contractor shall furnish and install all temporary facilities, erosion control items, and signs/barricades for detour routes, unless indicated otherwise on the Plans.

As a **seventh order of work**, the Contractor shall pothole existing utilities as specifically noted on the Plans, as well as in other areas the Contractor deems necessary.

As a **eighth order of work**, the Contractor shall install all underground utilities prior to grading the roadway section, unless otherwise approved by the Contracting Agency.

The remaining order of work shall be at the Contractor's option, in keeping with generally accepted, good construction practice. However, the Contractor shall coordinate work by others which will affect his production, schedule, mobilization and demobilization efforts.

As a **second to last order of work**, the Contractor shall submit Property Release Forms and Record Drawings. After all preliminary and final "punch list" items have been satisfactorily completed, then, as a **last order of work**, the Contractor shall provide post-construction photographs.

The Contractor shall conduct the order of work to allow all existing facilities to remain operational except as noted herein during the construction of this project, and to minimize disruption of any utility service. The order of work for the Contract shall be so planned as to complete all work within the time limits established within the Contract Provisions.

DIVISION 9

MATERIALS

DIVISION 9

MATERIALS

9-02 BITUMINOUS MATERIALS

9-02.1(4) Performance Graded Asphalt Binder (PGAB)

Delete the additional requirement of 60 percent minimum RTFO Residue: Elastic Recovery for PG 64-28 Asphalt Binder from the table in this Section.

9-03 AGGREGATES

9-03.8(7) HMA Tolerances and Adjustments

(March 14, 2014 G&O GSP)

Delete Item 1 and replace it with the following:

1. **Job Mix Formula Tolerances**. After the JMF is determined as required in 5-04.3(7)A, the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

Aggregate, percent passing	Nonstatistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±6%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%

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

9-05 DRAINAGE STRUCTURES AND CULVERTS

9-05.15(1) Manhole Ring and Cover
(January 4, 2010 G&O GSP)

This Section is supplemented with the following:

Manhole rings and covers shall conform to Section 9-05.15(1) of the Standard Specifications unless indicated otherwise in the Contract Documents.

9-05.15(2) Metal Frame and Solid Metal Cover for Catch Basins or Inlets
(January 4, 2010 G&O GSP)

This Section is supplemented with the following:

Metal frames and solid metal covers for catch basins or inlets shall conform to Section 9-05.15(2) of the Standard Specifications unless indicated otherwise in the Contract Documents.

9-05.20 Corrugated Polyethylene Storm Sewer Pipe
(January 7, 2013 G&O GSP)

Delete the first sentence of the first paragraph and replace with the following:

Corrugated polyethylene storm sewer pipe, couplings and fittings shall meet the requirements of AASHTO M 294 Type S

9-30 WATER DISTRIBUTION MATERIALS

9-30.1(1) Ductile Iron Pipe
(June 16, 2006 G&O GSP)

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

1. Ductile iron pipe shall be centrifugally cast and meet the requirements of AWWA C151. Ductile iron pipe shall have a cement mortar lining meeting the requirements of AWWA C104. Ductile iron pipe to be joined using bolted flanged joints shall be Standard Thickness Class 53. All other ductile iron pipe shall be Standard Thickness Class 52 or the thickness as shown on the Plans.

9-30.2(1) Ductile Iron Pipe

(January 4, 2010 G&O GSP)

Delete the fourth sentence and replace with the following:

Gaskets for flat faced or raised faced flanges shall be 1/8-inch-thick neoprene having a durometer of 60 plus or minus 5.

PART 4

WAGE RATES

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540
Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 3/26/2025

Okanogan County

Trade	Job Classification	Wage	Holiday	Overtime	Note	Risk Class
Asbestos Abatement Workers	Journey Level	$54.50	**7B**	**1M**	**8Z**	**View**
Boilermakers	Journey Level	$77.39	**5N**	**1C**		**View**
Brick Mason	Journey Level	$59.64	**5A**	**1M**		**View**
Building Service Employees	Janitor	$16.66		**1**		**View**
Building Service Employees	Shampooer	$16.66		**1**		**View**
Building Service Employees	Waxer	$16.66		**1**		**View**

Building Service Employees	Window Cleaner	$16.66		1		View
Cabinet Makers (In Shop)	Journey Level	$16.66		1		View
Carpenters	Acoustical Worker	$78.96	15J	11U		View
Carpenters	Bridge Dock and Wharf Carpenter	$80.50	15J	11U	9L	View
Carpenters	Bridge, Dock & Wharf Carpenter	$80.50	15J	4C		View
Carpenters	Floor Layer & Floor Finisher	$78.96	15J	11U		View
Carpenters	General Carpenter	$78.96	15J	11U		View
Carpenters	Scaffold Erector	$78.96	15J	11U		View
Cement Masons	Journey Level	$56.59	7B	1N		View
Divers & Tenders	Bell/Vehicle/ Submersible Operator (not under pressure)	$156.25	15J	11T	9I	View
Divers & Tenders	Dive Supervisor	$157.75	15J	11T	9I	View
Divers & Tenders	Diver	$156.25	15J	11T	9I	View
Divers & Tenders	Diver Tender	$86.86	15J	11T	9I	View

Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	$109.76	**15J**	**11U**	**View**
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 31.01-44.00 PSI	$118.99	**15J**	**11U**	**View**
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	$128.22	**15J**	**11U**	**View**
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	$137.45	**15J**	**11U**	**View**
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	$146.67	**15J**	**11U**	**View**
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 -	$155.90	**15J**	**11U**	**View**

	68.00 PSI					
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	$165.13	**15J**	**11U**		**View**
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	$174.36	**15J**	**11U**		**View**
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	$183.59	**15J**	**11U**		**View**
Divers & Tenders	Lead Diver (Dive Master)	$101.32	**15J**	**11T**	**9I**	**View**
Divers & Tenders	Manifold Operator (Life Support Technician)	$86.86	**15J**	**11T**	**9I**	**View**
Divers & Tenders	Remote Operated Vehicle Operator/ Technician	$86.86	**15J**	**11T**	**9I**	**View**
Divers & Tenders	Remote Operated Vehicle Operator/ Technician	$86.86	**15J**	**11T**	**9I**	**View**

Divers & Tenders	Remote Operated Vehicle Tender	$80.55	**15J**	**11T**	**9I**	**View**
Divers & Tenders	Stand-by Diver	$96.32	**15J**	**11T**	**9I**	**View**
Dredge Workers	Assistant Engineer	$85.37	**5D**	**3F**		**View**
Dredge Workers	Assistant Mate (Deckhand)	$84.71	**5D**	**3F**		**View**
Dredge Workers	Boatmen	$85.37	**5D**	**3F**		**View**
Dredge Workers	Engineer Welder	$87.02	**5D**	**3F**		**View**
Dredge Workers	Leverman, Hydraulic	$88.77	**5D**	**3F**		**View**
Dredge Workers	Mates	$85.37	**5D**	**3F**		**View**
Dredge Workers	Oiler	$84.71	**5D**	**3F**		**View**
Drywall Applicator	Journey Level	$78.76	**15O**	**11S**		**View**
Drywall Tapers	Journey Level	$78.76	**15O**	**11S**		**View**
Electrical Fixture Maintenance Workers	Journey Level	$16.66		**1**		**View**
Electricians - Inside	Cable Splicer	$95.85	**7H**	**1E**		**View**
Electricians - Inside	Construction Stock Person	$46.03	**7H**	**1D**		**View**

Electricians - Inside	Journey Level	$89.75	7H	1E		View
Electricians - Motor Shop	Craftsman	$16.66		1		View
Electricians - Motor Shop	Journey Level	$16.66		1		View
Electricians - Powerline Construction	Cable Splicer	$102.42	5A	4D		View
Electricians - Powerline Construction	Certified Line Welder	$93.99	5A	4D		View
Electricians - Powerline Construction	Groundperson	$59.30	5A	4D		View
Electricians - Powerline Construction	Heavy Line Equipment Operator	$93.99	5A	4D		View
Electricians - Powerline Construction	Journey Level Lineperson	$93.99	5A	4D		View
Electricians - Powerline Construction	Line Equipment Operator	$80.96	5A	4D		View
Electricians - Powerline Construction	Meter Installer	$59.30	5A	4D	8W	View

Electricians - Powerline Construction	Pole Sprayer	$93.99	**5A**	**4D**		**View**
Electricians - Powerline Construction	Powderperson	$69.84	**5A**	**4D**		**View**
Electronic Technicians	Electronic Technicians Journey Level	$58.51	**5B**	**1B**		**View**
Elevator Constructors	Mechanic	$115.14	**7D**	**4A**		**View**
Elevator Constructors	Mechanic In Charge	$124.53	**7D**	**4A**		**View**
Fabricated Precast Concrete Products	Journey Level	$16.66		**1**		**View**
Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	$16.66		**1**		**View**
Fence Erectors	Fence Erector	$54.50	**7B**	**1M**	**8Z**	**View**
Flaggers	Journey Level	$51.55	**7B**	**1M**	**8Z**	**View**
Glaziers	Journey Level	$46.70	**7L**	**4L**		**View**
Heat & Frost Insulators And Asbestos Workers	Journey Level	$91.81	**15H**	**11C**		**View**

Heating Equipment Mechanics	Journey Level	$74.38	**6Z**	**1B**		**View**
Hod Carriers & Mason Tenders	Journey Level	$53.84	**7B**	**1M**	**8Z**	**View**
Industrial Power Vacuum Cleaner	Journey Level	$16.66		**1**		**View**
Inland Boatmen	Journey Level	$16.66		**1**		**View**
Inspection/ Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	$16.66		**1**		**View**
Inspection/ Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$16.66		**1**		**View**
Inspection/ Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	$17.71		**1**		**View**
Inspection/ Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	$16.66		**1**		**View**

Inspection/ Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	$17.71		1		View
Insulation Applicators	Journey Level	$78.96	15J	11U		View
Ironworkers	Journeyman	$74.44	15K	11N		View
Laborers	Air And Hydraulic Track Drill	$55.14	7B	1M	8Z	View
Laborers	Asphalt Raker	$55.14	7B	1M	8Z	View
Laborers	Asphalt Roller, Walking	$54.82	7B	1M	8Z	View
Laborers	Brick Pavers	$54.50	7B	1M	8Z	View
Laborers	Brush Hog Feeder	$54.50	7B	1M	8Z	View
Laborers	Brush Machine	$55.14	7B	1M	8Z	View
Laborers	Caisson Worker, Free AIr	$55.14	7B	1M	8Z	View
Laborers	Carpenter Tender	$54.50	7B	1M	8Z	View
Laborers	Cement Finisher Tender	$54.82	7B	1M	8Z	View
Laborers	Cement Handler	$54.50	7B	1M	8Z	View

Laborers	Chain Saw Operator & Faller	$55.14	**7B**	**1M**	**8Z**	**View**
Laborers	Clean-up Laborer	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Compaction Equipment	$54.82	**7B**	**1M**	**8Z**	**View**
Laborers	Concrete Crewman	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Concrete Saw, Walking	$54.82	**7B**	**1M**	**8Z**	**View**
Laborers	Concrete Signalman	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Concrete Stack	$55.14	**7B**	**1M**	**8Z**	**View**
Laborers	Confined Space Attendant	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Construction Specialist	$55.34	**7B**	**1M**	**8Z**	**View**
Laborers	Crusher Feeder	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Demolition	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Demolition Torch	$54.82	**7B**	**1M**	**8Z**	**View**
Laborers	Dope Pot Fireman, Non-mechanical	$54.82	**7B**	**1M**	**8Z**	**View**

Laborers	Driller Helper (when Required To Move & Position Machine)	$54.82	7B	1M	8Z	View
Laborers	Drills With Dual Masts	$55.46	7B	1M	8Z	View
Laborers	Dry Stack Walls	$54.50	7B	1M	8Z	View
Laborers	Dumpman	$54.50	7B	1M	8Z	View
Laborers	Erosion Control Laborer	$54.50	7B	1M	8Z	View
Laborers	Firewatch	$54.50	7B	1M	8Z	View
Laborers	Form Cleaning Machine Feeder, Stacker	$54.50	7B	1M	8Z	View
Laborers	Form Setter, Paving	$54.82	7B	1M	8Z	View
Laborers	General Laborer	$54.50	7B	1M	8Z	View
Laborers	Grade Checker	$57.43	7B	1M	8Z	View
Laborers	Grout Machine Header Tender	$54.50	7B	1M	8Z	View
Laborers	Guard Rail	$54.50	7B	1M	8Z	View
Laborers	Gunite	$55.14	7B	1M	8Z	View

Laborers	Hazardous Waste Worker (level A)	$55.46	**7B**	**1M**	**8Z**	**View**
Laborers	Hazardous Waste Worker (level B)	$55.14	**7B**	**1M**	**8Z**	**View**
Laborers	Hazardous Waste Worker (level C)	$54.82	**7B**	**1M**	**8Z**	**View**
Laborers	Hazardous Waste Worker (level D)	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Hdpe Or Similar Liner Installer	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	High Scaler	$55.14	**7B**	**1M**	**8Z**	**View**
Laborers	Industrial Technician	$73.60	**7B**	**1M**	**8Z**	**View**
Laborers	Jackhammer Operator Miner, Class "b"	$54.82	**7B**	**1M**	**8Z**	**View**
Laborers	Laser Beam Operator	$55.14	**7B**	**1M**	**8Z**	**View**
Laborers	Miner, Class "a"	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Miner, Class "c"	$55.14	**7B**	**1M**	**8Z**	**View**
Laborers	Miner, Class "d"	$55.46	**7B**	**1M**	**8Z**	**View**

Laborers	Monitor Operator, Air Track Or Similar Mounting	$55.14	7B	1M	8Z	View
Laborers	Mortar Mixer	$55.14	7B	1M	8Z	View
Laborers	Nipper	$54.50	7B	1M	8Z	View
Laborers	Nozzleman	$55.14	7B	1M	8Z	View
Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	$54.82	7B	1M	8Z	View
Laborers	Pavement Breaker, 90 Lbs. & Over	$55.14	7B	1M	8Z	View
Laborers	Pavement Breaker, Under 90 Lbs.	$54.82	7B	1M	8Z	View
Laborers	Pilot Car	$51.55	7B	1M	8Z	View
Laborers	Pipelayer	$55.14	7B	1M	8Z	View
Laborers	Pipelayer, Corrugated Metal Culvert And Multi-Plate	$55.14	7B	1M	8Z	View
Laborers	Pipewrapper	$55.14	7B	1M	8Z	View

Laborers	Plasterer Tenders	$55.14	7B	1M	8Z	View
Laborers	Pot Tender	$54.82	7B	1M	8Z	View
Laborers	Powderman	$57.05	7B	1M	8Z	View
Laborers	Powederman Helper	$54.82	7B	1M	8Z	View
Laborers	Power Buggy Operator	$54.82	7B	1M	8Z	View
Laborers	Power Tool Operator, Gas, Electric, Pneumatic	$54.82	7B	1M	8Z	View
Laborers	Rad-Con Technician	$73.60	7B	1M	8Z	View
Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	$54.82	7B	1M	8Z	View
Laborers	Railroad Power Spiker Or Puller, Dual Mobile	$54.82	7B	1M	8Z	View
Laborers	Remote Equipment Operator	$55.46	7B	1M	8Z	View
Laborers	Remote Equipment	$54.82	7B	1M	8Z	View

	Operator (i.e Compaction And Demolition)					
Laborers	Rigger/signal Person	$54.82	**7B**	**1M**	**8Z**	**View**
Laborers	Riprap Person	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Rodder & Spreader	$54.82	**7B**	**1M**	**8Z**	**View**
Laborers	Sand Hogs Under Compressed Air Conditions	$304.86	**7B**	**1M**	**8Z**	**View**
Laborers	Sandblast Tailhoseman	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Scaffold Erector, Wood Or Steel	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Scaleman	$51.55	**7B**	**1M**	**8Z**	**View**
Laborers	Stake Jumper	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Structural Mover	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Tailhoseman (water Nozzle)	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Timber Bucker & Faller (by Hand)	$54.50	**7B**	**1M**	**8Z**	**View**
Laborers	Track Laborer (rr)	$54.50	**7B**	**1M**	**8Z**	**View**

Laborers	Traffic Control Laborer	$51.55	7B	1M	8Z	View
Laborers	Traffic Control Supervisor	$54.50	7B	1M	8Z	View
Laborers	Trencher, Shawnee	$54.82	7B	1M	8Z	View
Laborers	Trenchless Technology Technician	$55.14	7B	1M	8Z	View
Laborers	Truck Loader	$54.50	7B	1M	8Z	View
Laborers	Truck Mounted Attenuator	$51.55	7B	1M	8Z	View
Laborers	Tugger Operator	$54.82	7B	1M	8Z	View
Laborers	Vibrators, All	$55.14	7B	1M	8Z	View
Laborers	Wagon Drills	$54.82	7B	1M	8Z	View
Laborers	Water Pipe Liner	$54.82	7B	1M	8Z	View
Laborers	Welder, Electrical, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	$55.46	7B	1M	8Z	View
Laborers	Well-point Person	$54.50	7B	1M	8Z	View

Laborers	Wheelbarrow, Power Driven	$54.82	**7B**	**1M**	**8Z**	**View**
Laborers	Window Washer, Cleaner	$51.55	**7B**	**1M**	**8Z**	**View**
Laborers - Underground Sewer & Water	General Laborer & Topman	$55.14	**7B**	**1M**	**8Z**	**View**
Laborers - Underground Sewer & Water	Pipe Layer	$55.14	**7B**	**1M**	**8Z**	**View**
Landscape Construction	Landscape Laborer	$51.55	**7B**	**1M**	**8Z**	**View**
Landscape Construction	Landscape Operator	$84.44	**15J**	**11G**	**8X**	**View**
Landscape Maintenance	Groundskeeper	$16.66		**1**		**View**
Lathers	Journey Level	$78.76	**15O**	**11S**		**View**
Marble Setters	Journey Level	$59.64	**5A**	**1M**		**View**
Metal Fabrication (In Shop)	Fitter	$16.66		**1**		**View**
Metal Fabrication (In Shop)	Laborer	$16.66		**1**		**View**
Metal Fabrication (In Shop)	Machine Operator	$16.66		**1**		**View**

Metal Fabrication (In Shop)	Painter	$16.66		1		View
Metal Fabrication (In Shop)	Welder	$16.66		1		View
Millwright	Journey Level	$80.28	15J	4C		View
Modular Buildings	Journey Level	$16.66		1		View
Painters	Commercial Painter	$47.26	6Z	1W		View
Painters	Industrial Painter	$54.58	6Z	1W	9D	View
Pile Driver	Crew Tender	$86.81	15J	11U	9L	View
Pile Driver	Journey Level	$80.50	15J	11U	9L	View
Plasterers	Journey Level	$56.27	7K	1N		View
Playground & Park Equipment Installers	Journey Level	$16.66		1		View
Plumbers & Pipefitters	Journey Level	$97.01	6Z	1Q		View
Power Equipment Operators	Asphalt Plant Operators	$85.85	15J	11G	8X	View
Power Equipment Operators	Assistant Engineer	$80.71	15J	11G	8X	View
Power Equipment	Barrier Machine	$85.08	15J	11G	8X	View

Operators	(zipper)					
Power Equipment Operators	Batch Plant Operator: concrete	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Boat Operator	$84.12	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Bobcat	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Brokk - Remote Demolition Equipment	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Brooms	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Bump Cutter	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Cableways	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Chipper	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Compressor	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Concrete Finish Machine - Laser Screed	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Concrete Pump - Mounted Or	$84.44	**15J**	**11G**	**8X**	**View**

	Trailer High Pressure Line Pump, Pump High Pressure					
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Conveyors	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Cranes Friction: 200 tons and over	$86.68	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Cranes, A-frame: 10 tons and under	$79.12	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$84.97	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Cranes: 20 tons through 44 tons	$83.38	**7A**	**11H**	**8X**	**View**

	with attachments					
Power Equipment Operators	Cranes: 200 tons-299 tons, or 250' of boom including jib with attachments	$85.84	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	$86.68	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$84.12	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Cranes: Friction cranes through 199 tons	$85.84	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	$82.74	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Crusher	$85.08	**15J**	**11G**	**8X**	**View**

Power Equipment Operators	Deck Engineer/ Deck Winches (power)	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Derricks, On Building Work	$84.12	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Dozers D-9 & Under	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Drilling Machine	$86.72	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Elevator and man-lift: permanent and shaft type	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Forklift: 3000 lbs and over with attachments	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	$80.71	**15J**	**11G**	**8X**	**View**

Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Gradechecker/ Stakeman	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Guardrail Punch	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Horizontal/ Directional Drill Locator	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Horizontal/ Directional Drill Operator	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	$82.74	**7A**	**11H**	**8X**	**View**

Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	$79.12	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Leverman	$87.61	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Loaders, Overhead Under 6 Yards	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Loaders, Plant Feed	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Loaders: Elevating Type Belt	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Locomotives, All	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Material Transfer Device	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Mechanics: All (Leadmen - $0.50 per hour over mechanic)	$86.72	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Motor Patrol Graders	$85.85	**15J**	**11G**	**8X**	**View**

Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	$83.38	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Overhead, bridge type: 100 tons and over	$84.97	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	$84.12	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Pavement Breaker	$80.71	**15J**	**11G**	**8X**	**View**

Power Equipment Operators	Pile Driver (other Than Crane Mount)	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Plant Oiler - Asphalt, Crusher	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Posthole Digger, Mechanical	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Power Plant	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Pumps - Water	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Quad 9, Hd 41, D10 And Over	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Rigger and Bellman	$79.12	**7A**	**11H**	**8X**	**View**

Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	$82.74	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Rollagon	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Roller, Other Than Plant Mix	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Roto-mill, Roto-grinder	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Saws - Concrete	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Scrapers - Concrete & Carry All	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Service Engineers: Equipment	$84.44	**15J**	**11G**	**8X**	**View**

Power Equipment Operators	Shotcrete/Gunite Equipment	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$86.72	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$87.61	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Slipform Pavers	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Spreader, Topsider & Screedman	$85.85	**15J**	**11G**	**8X**	**View**

Power Equipment Operators	Subgrader Trimmer	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Tower Bucket Elevators	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	$85.84	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Tower crane: up to 175' in height base to boom	$84.97	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	$86.68	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Transporters, All Track Or Truck Type	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Trenching Machines	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Truck Crane Oiler/ Driver: 100 tons and over	$83.38	**7A**	**11H**	**8X**	**View**
Power Equipment Operators	Truck crane oiler/ driver: under 100 tons	$82.74	**7A**	**11H**	**8X**	**View**

Power Equipment Operators	Truck Mount Portable Conveyor	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Welder	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Wheel Tractors, Farmall Type	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators	Yo Yo Pay Dozer	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground	Batch Plant Operator, Concrete	$85.08	**15J**	**11G**	**8X**	**View**

Sewer & Water						
Power Equipment Operators-Underground Sewer & Water	Boat Operator	$84.12	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Bobcat	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Brooms	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Bump Cutter	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Cableways	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground	Chipper	$85.08	**15J**	**11G**	**8X**	**View**

Sewer & Water						
Power Equipment Operators-Underground Sewer & Water	Compressor	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground	Conveyors	$84.44	**15J**	**11G**	**8X**	**View**

Sewer & Water						
Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	$86.68	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	$79.12	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$84.97	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	$83.38	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons-299 tons, or 250' of boom including jib with attachments	$85.84	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	$86.68	**7A**	**11H**	**8X**	**View**

Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$84.12	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	$85.84	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	$82.74	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Crusher	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Deck Engineer/ Deck Winches (power)	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	$84.12	**7A**	**11H**	**8X**	**View**
Power Equipment	Dozers D-9 &	$84.44	**15J**	**11G**	**8X**	**View**

Operators-Underground Sewer & Water	Under					
Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Drilling Machine	$86.72	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	$80.71	**15J**	**11G**	**8X**	**View**

Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Gradechecker/ Stakeman	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Horizontal/ Directional Drill Locator	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-	Horizontal/ Directional Drill	$85.08	**15J**	**11G**	**8X**	**View**

Underground Sewer & Water	Operator					
Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	$79.12	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	$82.74	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Leverman	$87.61	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-	Loaders: Elevating Type	$84.44	**15J**	**11G**	**8X**	**View**

Underground Sewer & Water	Belt					
Power Equipment Operators-Underground Sewer & Water	Locomotives, All	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Mechanics: All (Leadmen - $0.50 per hour over mechanic)	$86.72	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$80.71	**15J**	**11G**	**8X**	**View**

Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	$83.38	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	$84.97	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	$84.12	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	$84.44	**15J**	**11G**	**8X**	**View**

Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Power Plant	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Pumps - Water	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground	Rigger and Bellman	$79.12	**7A**	**11H**	**8X**	**View**

Sewer & Water						
Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	$82.74	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Rollagon	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground	Scraper, Self Propelled Under 45 Yards	$85.08	**15J**	**11G**	**8X**	**View**

Sewer & Water						
Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground	Shovel, Excavator, Backhoes: Over 50 Metric Tons To	$86.72	**15J**	**11G**	**8X**	**View**

Sewer & Water	90 Metric Tons					
Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$87.61	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	$85.84	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground	Tower crane: up to 175' in height base to boom	$84.97	**7A**	**11H**	**8X**	**View**

Sewer & Water						
Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	$86.68	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Trenching Machines	$84.44	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/ Driver: 100 tons and over	$83.38	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/ driver: under 100 tons	$82.74	**7A**	**11H**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	$85.08	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground	Vac Truck (Vactor Guzzler, Hydro Excavator)	$85.08	**15J**	**11G**	**8X**	**View**

Sewer & Water						
Power Equipment Operators-Underground Sewer & Water	Welder	$85.85	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	$80.71	**15J**	**11G**	**8X**	**View**
Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	$85.08	**15J**	**11G**	**8X**	**View**
Power Line Clearance Tree Trimmers	Journey Level In Charge	$64.20	**5A**	**4A**		**View**
Power Line Clearance Tree Trimmers	Spray Person	$60.74	**5A**	**4A**		**View**
Power Line Clearance Tree Trimmers	Tree Equipment Operator	$64.20	**5A**	**4A**		**View**
Power Line Clearance Tree Trimmers	Tree Trimmer	$57.29	**5A**	**4A**		**View**
Power Line Clearance Tree	Tree Trimmer Groundperson	$43.05	**5A**	**4A**		**View**

Trimmers					
Refrigeration & Air Conditioning Mechanics	Journey Level	$97.01	**6Z**	**1Q**	**View**
Residential Brick Mason	Journey Level	$59.64	**5A**	**1M**	**View**
Residential Carpenters	Journey Level	$25.00		**1**	**View**
Residential Cement Masons	Journey Level	$16.66		**1**	**View**
Residential Drywall Applicators	Journey Level	$18.21		**1**	**View**
Residential Drywall Tapers	Journey Level	$16.66		**1**	**View**
Residential Electricians	Journey Level	$33.25		**1**	**View**
Residential Glaziers	Journey Level	$18.29		**1**	**View**
Residential Insulation Applicators	Journey Level	$16.66		**1**	**View**
Residential Laborers	Journey Level	$16.66		**1**	**View**
Residential Marble Setters	Journey Level	$59.64	**5A**	**1M**	**View**

Residential Painters	Journey Level	$19.65		1	View
Residential Plumbers & Pipefitters	Journey Level	$63.35	5A	1G	View
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$19.50		1	View
Residential Sheet Metal Workers	Journey Level (Field or Shop)	$71.88	5I	1B	View
Residential Soft Floor Layers	Journey Level	$17.63		1	View
Residential Sprinkler Fitters (Fire Protection)	Journey Level	$18.40		1	View
Residential Stone Masons	Journey Level	$59.64	5A	1M	View
Residential Terrazzo Workers	Journey Level	$16.66		1	View
Residential Terrazzo/Tile Finishers	Journey Level	$16.66		1	View
Residential Tile Setters	Journey Level	$16.66		1	View

Roofers	Journey Level	$48.54	**5I**	**1R**	**View**
Roofers	Using Irritable Bituminous Materials	$50.54	**5I**	**1R**	**View**
Sheet Metal Workers	Journey Level (Field or Shop)	$74.38	**6Z**	**1B**	**View**
Sign Makers & Installers (Electrical)	Journey Level	$96.46	**7F**	**1E**	**View**
Sign Makers & Installers (Non-Electrical)	Journey Level	$16.66		**1**	**View**
Soft Floor Layers	Journey Level	$59.52	**7C**	**3J**	**View**
Solar Controls For Windows	Journey Level	$16.66		**1**	**View**
Sprinkler Fitters (Fire Protection)	Journey Level	$69.91	**7J**	**1R**	**View**
Stage Rigging Mechanics (Non Structural)	Journey Level	$16.66		**1**	**View**
Stone Masons	Journey Level	$59.64	**5A**	**1M**	**View**
Street And Parking Lot Sweeper Workers	Journey Level	$16.66		**1**	**View**

Surveyors	Assistant Construction Site Surveyor	$82.74	**7A**	**11H**	**8X**	**View**
Surveyors	Chainman	$79.12	**7A**	**11H**	**8X**	**View**
Surveyors	Construction Site Surveyor	$84.12	**7A**	**11H**	**8X**	**View**
Surveyors	Drone Operator (when used in conjunction with survey work only)	$79.12	**7A**	**11H**	**8X**	**View**
Surveyors	Ground Penetrating Radar Operator	$79.12	**7A**	**11H**	**8X**	**View**
Telecommunication Technicians	Telecom Technician Journey Level	$58.51	**5B**	**1B**		**View**
Telephone Line Construction - Outside	Cable Splicer	$41.35	**5A**	**2B**		**View**
Telephone Line Construction - Outside	Hole Digger/ Ground Person	$27.31	**5A**	**2B**		**View**
Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$34.53	**5A**	**2B**		**View**
Telephone Line	Telephone	$39.07	**5A**	**2B**		**View**

Construction - Outside	Lineperson				
Terrazzo Workers	Journey Level	$43.81	**5A**	**1M**	**View**
Tile Setters	Journey Level	$43.81	**5A**	**1M**	**View**
Tile, Marble & Terrazzo Finishers	Journey Level	$35.93	**5A**	**1M**	**View**
Traffic Control Stripers	All cleanup required in connection with traffic control stripers work (Group 1)	$92.44	**15L**	**1K**	**View**
Traffic Control Stripers	Handling, painting and installing of all car stops, stop signs and any other type sign (Group 2)	$55.54	**15L**	**1K**	**View**
Traffic Control Stripers	Installation of guard rail and posts and similar protective devices (Group 2)	$55.54	**15L**	**1K**	**View**
Traffic Control Stripers	Installation of parking gates, ticket spitters and other mechanical	$55.54	**15L**	**1K**	**View**

	and automatic control devices (Group 2)				
Traffic Control Stripers	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	$92.44	**15L**	**1K**	**View**
Traffic Control Stripers	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	$92.44	**15L**	**1K**	**View**
Traffic Control Stripers	Manufacturing and installation of all car stops and control devices and similar traffic regulators (Group 2)	$55.54	**15L**	**1K**	**View**
Traffic Control Stripers	Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety and control devices/	$55.54	**15L**	**1K**	**View**

	barricades (Group 2)					
Traffic Control Stripers	Painting and installing lines, arrows, bumpers, curbs, etc., on parking lots, air fields, highways, game courts (Group 1)	$92.44	**15L**	**1K**		**View**
Traffic Control Stripers	Preparation and maintenance of all surfaces (Group 1)	$92.44	**15L**	**1K**		**View**
Traffic Control Stripers	Seal coating, slurry coating and other surface protection (Group 2)	$55.54	**15L**	**1K**		**View**
Truck Drivers	Asphalt Mix Over 20 Yards	$62.45	**5D**	**1V**	**8M**	**View**
Truck Drivers	Asphalt Mix To 20 Yards	$62.25	**5D**	**1V**	**8M**	**View**
Truck Drivers	Dump Truck	$62.25	**5D**	**1V**	**8M**	**View**
Truck Drivers	Dump Truck & Trailer	$62.45	**5D**	**1V**	**8M**	**View**

Truck Drivers	Other Trucks	$62.14	**5D**	**1V**	**8M**	**View**
Truck Drivers - Ready Mix	Transit Mixers 20 yards and under	$62.45	**5D**	**1V**	**8M**	**View**
Truck Drivers - Ready Mix	Transit Mixers over 20 yards	$62.79	**5D**	**1V**	**8M**	**View**
Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$16.66		**1**		**View**
Well Drillers & Irrigation Pump Installers	Oiler	$16.66		**1**		**View**
Well Drillers & Irrigation Pump Installers	Well Driller	$18.00		**1**		**View**

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Overtime Codes

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

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

B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a 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.

Overtime Codes Continued

1. 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.

O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

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

   B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

   M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

   R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

   U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

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

   F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

   H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.

   J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

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

Overtime Codes Continued

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

A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage

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

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

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

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

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

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.

S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).

All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus $2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).

U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

   The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

   When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

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

Overtime Codes Continued

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

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

   C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

   D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

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

   E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

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

Overtime Codes Continued

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

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

G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

J. All hours worked on holidays shall be paid at double the hourly rate of wage.

K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.

L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar ($2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

Overtime Codes Continued

11. M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars ($2.00) per hour.

N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.

Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.

O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Overtime Codes Continued

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 a.m. to 6:00 p.m., then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.

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

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

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

Q. 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 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

R On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

When a holiday falls on a Saturday, the Friday before shall be the observed holiday. When a holiday falls on a Sunday, the following Monday shall be the observed holiday.

S. The first ten (10) 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, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.

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.

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

11. T. 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.

U. 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.

If, due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a Special Shift may be worked, Monday through Friday, at the straight-time rate. The starting time of work for the Special Shift will be arranged to fit such conditions of work. Such Special Shift shall consist of eight (8) hours of work for eight (8) hours of pay or ten (10) hours of work for ten(10) hours of pay on a four-ten workday schedule.

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).

K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).

L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).

N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.

Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).

S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

Holiday Codes Continued

6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).

H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

Holiday Codes Continued

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.

Holiday Codes Continued

7. 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.

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.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.

X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.

Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

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, Independence Day, Labor Day, Veteran's 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. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

N. 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). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

O. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Note Codes

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

L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $0.75, Level B: $0.50, And Level C: $0.25.

M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: $1.00, Levels C & D: $0.50.

N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: $2.00, Class B Suit: $1.50, And Class C Suit: $1.00. Workers performing underground work receive an additional $0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional $0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional $0.50 per hour.

8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - $2.00 per foot for each foot over 50 feet. Over 101' to 150' - $3.00 per foot for each foot over 101 feet. Over 151' to 220' - $4.00 per foot for each foot over 220 feet. Over 221' - $5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25’ to 300’ - $1.00 per foot from entrance. 300’ to 600’ - $1.50 per foot beginning at 300’. Over 600’ - $2.00 per foot beginning at 600’.

W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Note Codes Continued

X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: $2.00, Class B Suit: $1.50, Class C Suit: $1.00, and Class D Suit: $0.50. Special Shift Premium: Basic hourly rate plus $2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

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

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

Note Codes Continued

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

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

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid $0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130’ to 199’ – $0.50 per hour over their classification rate.
(B) – 200’ to 299’ – $0.80 per hour over their classification rate.
(C) – 300’ and over – $1.00 per hour over their classification rate.

Note Codes Continued

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

9. I. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - $2.00 per foot for each foot over 50 feet. Over 101' to 150' - $3.00 per foot for each foot over 101 feet. Over 151' to 220' - $4.00 per foot for each foot over 220 feet. Over 221' - $5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25’ to 300’ - $1.00 per foot from entrance. 300’ to 600’ - $1.50 per foot beginning at 300’. Over 600’ - $2.00 per foot beginning at 600’.

Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Supervisor) provided they are paid at the highest rate at which he/she has worked for the shift.

L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $0.75, Level B: $0.50, And Level C: $0.25.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

PART 5

APPENDIX

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
3rd AVENUE RECONSTRUCTION
AND UTILITY REPLACEMENT

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the City of Okanogan by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 1-02 of the Special Provisions shall be grounds for rejection of the bid. The City of Okanogan will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: _____

Address: _____

Phone: _____

Contact Person: _____

2. Delinquent State Taxes

Instructions to Bidders: Check the appropriate box

☐ The Bidder does not owe delinquent taxes to the Washington State Department of Revenue.

☐ Alternatively, the Bidder does owe delinquent taxes to the Washington State Department of Revenue.

If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency.

_____ _____

(Date) (Signature)

_____

(Print Name)

_____

(Title)

3. Subcontractor Responsibility:

Instructions to Bidders: Check all boxes that apply

☐ The Bidder's standard subcontract form includes the subcontractor responsibility language required by RCW 39.06.020.

☐ The Bidder has a procedure for validating the responsibility of subcontractors with which the Bidder contracts.

☐ The Bidder's subcontract form includes a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.

If the Bidder is unable to check all of the above boxes, provide an explanation as to how the bidder will comply with RCW 39.06.020.

_____ _____

(Date) (Signature)

_____

(Print Name)

_____

(Title)

4. Claims Against Retainage and Bonds:

Instructions to Bidders: Check the appropriate box

☐ The Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date.

☐ Alternatively, the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date.

If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

_____ _____

(Date) (Signature)

_____

(Print Name)

_____

(Title)

5. Public Bidding Crime:

Instructions to Bidders: Check the appropriate box

☐ The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

☐ Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

_____ _____

(Date) (Signature)

_____

(Print Name)

_____

(Title)

6. Termination for Cause/Termination for Default

Instructions to Bidders: Check the appropriate box

☐ The undersigned certifies that the Bidder has not had any public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

☐ Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

If the Bidder has had any public works contracts terminated for cause or terminated for default in the 5 years prior to the bid submittal date, provide a written explanation for all contracts terminated for cause or terminated for default by identifying the project contract that was terminated, the government agency which terminated the Contract, the date of the termination, and a description of the circumstances surrounding the termination.

_____ _____

(Date) (Signature)

_____

(Print Name)

_____

(Title)

7. Lawsuits

Instructions to Bidders: Check the appropriate box

☐ The undersigned certifies that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

☐ Alternatively, the undersigned confirms that the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

If the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, submit a list of lawsuits along with a written explanation of the circumstances surrounding each lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet the terms of contracts.

_____ _____

(Date) (Signature)

_____

(Print Name)

_____

(Title)

8. Contract Time (Liquidated Damages)

Instructions to Bidders: Check the appropriate box

☐ The undersigned certifies that the Bidder has not had liquidated damages assessed on any project it has completed in the 5 years prior to the bid submittal date.

☐ Alternatively, the undersigned confirms that the Bidder has had liquidated damages assessed on projects in the 5 years prior to the bid submittal date.

If the Bidder has had liquidated damages assessed against projects in the 5 years prior to the bid submittal dated, submit a list of projects along with Owner contact information, and number of days assessed liquidated damages. The Contracting Agency shall determine whether the Contractor has a pattern of failing to complete projects within Contract Time.

_____ _____

(Date) (Signature)

_____

(Print Name)

_____

(Title)

9. Capacity and Experience

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

A. Capacity

i. Gross dollar amount of work currently under contract:

_____

ii. Gross dollar amount of contracts currently not completed:

_____

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

_____

_____

_____

_____

_____

iv. Number of superintendents on Bidder's staff:

_____

B. Experience

i. General character of work performed by firm:

_____

_____

_____

_____

ii. Identify who will be the superintendent on this project and years of experience. Also, list the number of years this person has been with your firm.

_____

_____

iii. Similar Size and Scope Projects Completed in the Past 5 Years

#1 Owner's Name and Contact Information: _____
_____
_____
Owner is a Government Agency? ___ Yes ____ No
Superintendent's Name: _____
Project Name: _____
Awarded Contract Amount: _____
Final Contract Amount: _____
Completion Date: _____
Project Description: _____
_____
_____
_____

#2 Owner's Name and Contact Information: _____

_____

_____

Owner is a Government Agency? ___ Yes ____ No
Superintendent's Name: _____
Project Name: _____
Awarded Contract Amount: _____
Final Contract Amount: _____
Completion Date: _____
Project Description: _____

_____

_____

_____

#3 Owner's Name and Contact Information: _____

_____

_____

Owner is a Government Agency? ___ Yes ____ No
Superintendent's Name: _____
Project Name: _____
Awarded Contract Amount: _____
Final Contract Amount: _____
Completion Date: _____
Project Description: _____

_____

_____

_____

APPENDIX B

PROPERTY RELEASE

PROPERTY RELEASE

_____
(Owner's Name)

_____
(Property Address)

_____

DATE:_____

I, _____, owner of _____
(Property Owner's Name) (Property

_____, hereby release
(Description or Address)

_____, from any property
(Contractor's Name)

damage or personal injury resulting from construction adjacent

to or on my property located at _____,
(Property Address)

during construction of the 3rd Avenue Reconstruction and Utility Replacement. My signature below is my acknowledgment and acceptance that my property, as identified above, was returned to a satisfactory condition.

Name: _____

Signed: _____

Address: _____

_____

Phone: _____

APPENDIX C

BORING LOGS
(FOR INFORMATION ONLY)

0' 250' 500'

Approx. Scale
1" = 500'



Legend:

Approx. Test Pit Location

Note: Imagery obtained from Google Earth.

PanGEO INCORPORATED

3rd Avenue Improvements
Okanogan, Washington

SITE AND EXPLORATION PLAN

Project No.	Figure No.
24-098	**2**

RELATIVE DENSITY / CONSISTENCY

SAND / GRAVEL			SILT / CLAY		
Density	SPT N-values	Approx. Relative Density (%)	Consistency	SPT N-values	Approx. Undrained Shear Strength (psf)
Very Loose	<4	<15	Very Soft	<2	<250
Loose	4 to 10	15 - 35	Soft	2 to 4	250 - 500
Med. Dense	10 to 30	35 - 65	Med. Stiff	4 to 8	500 - 1000
Dense	30 to 50	65 - 85	Stiff	8 to 15	1000 - 2000
Very Dense	>50	85 - 100	Very Stiff	15 to 30	2000 - 4000
			Hard	>30	>4000

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS		GROUP DESCRIPTIONS	
Gravel 50% or more of the coarse fraction retained on the #4 sieve. Use dual symbols (eg. GP-GM) for 5% to 12% fines.	GRAVEL (<5% fines)	GW	Well-graded GRAVEL
		GP	Poorly-graded GRAVEL
	GRAVEL (>12% fines)	GM	Silty GRAVEL
		GC	Clayey GRAVEL
Sand 50% or more of the coarse fraction passing the #4 sieve. Use dual symbols (eg. SP-SM) for 5% to 12% fines.	SAND (<5% fines)	SW	Well-graded SAND
		SP	Poorly-graded SAND
	SAND (>12% fines)	SM	Silty SAND
		SC	Clayey SAND
Silt and Clay 50%or more passing #200 sieve	Liquid Limit < 50	ML	SILT
		CL	Lean CLAY
		OL	Organic SILT or CLAY
	Liquid Limit > 50	MH	Elastic SILT
		CH	Fat CLAY
		OH	Organic SILT or CLAY
Highly Organic Soils		PT	PEAT

Notes: 1. Soil exploration logs contain material descriptions based on visual observation and field tests using a system modified from the Uniform Soil Classification System (USCS). Where necessary laboratory tests have been conducted (as noted in the "Other Tests" column), unit descriptions may include a classification. Please refer to the discussions in the report text for a more complete description of the subsurface conditions.

2. The graphic symbols given above are not inclusive of all symbols that may appear on the borehole logs. Other symbols may be used where field observations indicated mixed soil constituents or dual constituent materials.

DESCRIPTIONS OF SOIL STRUCTURES

Layered: Units of material distinguished by color and/or composition from material units above and below

Laminated: Layers of soil typically 0.05 to 1mm thick, max. 1 cm

Lens: Layer of soil that pinches out laterally

Interlayered: Alternating layers of differing soil material

Pocket: Erratic, discontinuous deposit of limited extent

Homogeneous: Soil with uniform color and composition throughout

Fissured: Breaks along defined planes

Slickensided: Fracture planes that are polished or glossy

Blocky: Angular soil lumps that resist breakdown

Disrupted: Soil that is broken and mixed

Scattered: Less than one per foot

Numerous: More than one per foot

BCN: Angle between bedding plane and a plane normal to core axis

COMPONENT DEFINITIONS

COMPONENT	SIZE / SIEVE RANGE	COMPONENT	SIZE / SIEVE RANGE
Boulder:	> 12 inches	Sand	
Cobbles:	3 to 12 inches	Coarse Sand:	#4 to #10 sieve (4.5 to 2.0 mm)
Gravel		Medium Sand:	#10 to #40 sieve (2.0 to 0.42 mm)
Coarse Gravel:	3 to 3/4 inches	Fine Sand:	#40 to #200 sieve (0.42 to 0.074 mm)
Fine Gravel:	3/4 inches to #4 sieve	Silt	0.074 to 0.002 mm
		Clay	<0.002 mm

TEST SYMBOLS

for In Situ and Laboratory Tests listed in "Other Tests" column.

ATT	Atterberg Limit Test
Comp	Compaction Tests
Con	Consolidation
DD	Dry Density
DS	Direct Shear
%F	Fines Content
GS	Grain Size
Perm	Permeability
PP	Pocket Penetrometer
R	R-value
SG	Specific Gravity
TV	Torvane
TXC	Triaxial Compression
UCC	Unconfined Compression

SYMBOLS

Sample/In Situ test types and intervals

- 2-inch OD Split Spoon, SPT (140-lb. hammer, 30" drop)
- 3.25-inch OD Spilt Spoon (300-lb hammer, 30" drop)
- Non-standard penetration test (see boring log for details)
- Thin wall (Shelby) tube
- Grab
- Rock core
- Vane Shear

MONITORING WELL

- Groundwater Level at time of drilling (ATD)
- Static Groundwater Level
- Cement / Concrete Seal
- Bentonite grout / seal
- Silica sand backfill
- Slotted tip
- Slough
- Bottom of Boring

MOISTURE CONTENT

Dry	Dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water

PanGEO INCORPORATED
Phone: 206.262.0370

Terms and Symbols for Boring and Test Pit Logs

Figure A-1

Test Pit Logs

Project No: 24-098
Project Name: 3rd Avenue Improvements
Project Location: Okanogan, WA
Date Excavated: 04/29/2024 by Rudnick and Sons, LLC using a Kobelco ED 160 trackhoe
Logged By: S. Swenson

Test Pit No. TP-1

Location: See Figure 2

Approximate ground surface elevation: 864 feet (Google Earth)

Depth (ft)	Material Description
0 – 4	Medium dense, brown to light brown, poorly graded GRAVEL with silt and sand, moist. **[Fill]** • Abundant cobbles and occasional small boulders
4 – 10	Medium dense, brown, poorly graded SAND with silt and gravel, moist. **[Alluvium]** • Contains numerous cobbles and occasional small boulders, gravel content varies • **Sample at 6':** 11.0% fines (SP-SM) • Moderate caving

Photo: Completed test pit.

TP-1 was terminated approximately 10 feet below grade. Groundwater was not encountered at the time of excavation.



PanGEO INCORPORATED
Geotechnical & Earthquake Engineering Consultants

Figure A-2

Test Pit Logs

Project No: 24-098
Project Name: 3rd Avenue Improvements
Project Location: Okanogan, WA
Date Excavated: 04/29/2024 by Rudnick and Sons, LLC using a Kobelco ED 160 trackhoe
Logged By: S. Swenson

Test Pit No. TP-2

Location: See Figure 2

Approximate ground surface elevation: 866 feet (Google Earth)

Depth (ft)	Material Description
0 – ½	Medium dense, gray, poorly graded GRAVEL with silt and sand, moist. Crushed rock. **[Fill]**
½ – 6	Loose to medium dense, brown, silty SAND with gravel, moist. **[Alluvium]** • Contains small boulders and cobbles, roots • **Sample at 4':** 13.2% fines (SM)
6 – 10	Medium dense, brown, poorly graded SAND with silt to silty SAND, moist. Fine to medium sand. • Slight caving

Photo: Test pit at about 6 feet deep.

TP-2 was terminated approximately 10 feet below grade. Groundwater was not encountered at the time of excavation.



PanGEO INCORPORATED
Geotechnical & Earthquake Engineering Consultants

Figure A-3

Test Pit Logs

Project No: 24-098
Project Name: 3rd Avenue Improvements
Project Location: Okanogan, WA
Date Excavated: 04/29/2024 by Rudnick and Sons, LLC using a Kobelco ED 160 trackhoe
Logged By: S. Swenson

Test Pit No. TP-3

Location: See Figure 2

Approximate ground surface elevation: 862 feet (Google Earth)

Depth (ft)	Material Description
0 – 4	Medium dense, brown to dark brown, poorly graded GRAVEL with silt and sand, moist. **[Fill]** • Abundant cobbles, small boulders, trace glass and plastic debris
4 –10	Loose to medium dense, brown, silty SAND, moist. **[Alluvium]** • Trace gravel, slight caving • **Sample at 4':** 20.6% fines (SM)

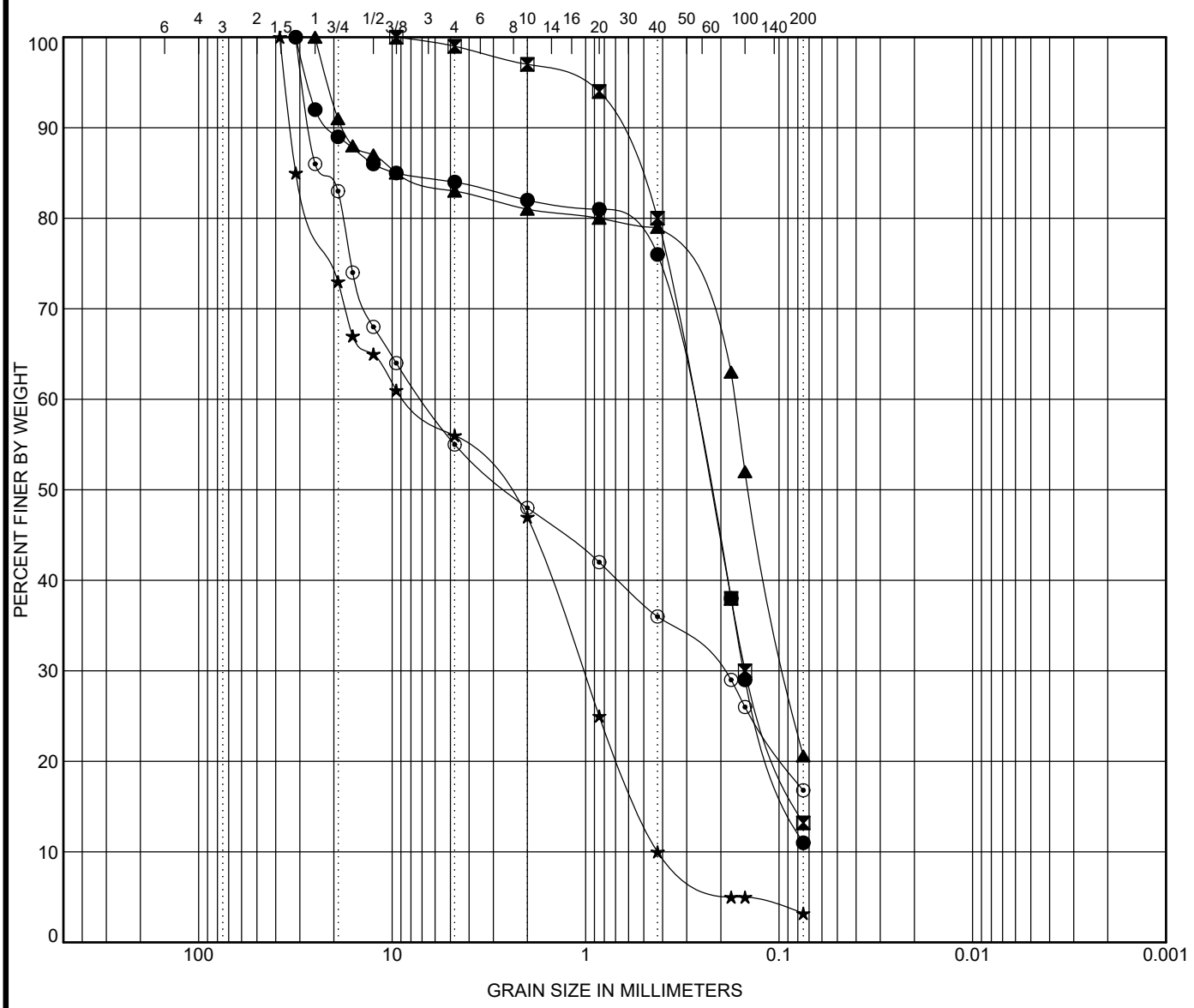
Photo: Completed test pit.

TP-3 was terminated approximately 10 feet below grade. Groundwater was not encountered at the time of excavation.



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Figure A-4



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification			Classification	LL	PL	PI	Cc	Cu
●	TP-1	@ 6.0 ft.	POORLY GRADED SAND with SILT and GRAVEL(SP-SM)	NP	NP	NP	1.10	4.07
⊠	TP-2	@ 4.0 ft.	SILTY SAND(SM)	NP	NP	NP		
▲	TP-3	@ 4.0 ft.	SILTY SAND with GRAVEL(SM)	NP	NP	NP		
★	TP-5	@ 5.0 ft.	POORLY GRADED SAND with GRAVEL(SP)	NP	NP	NP	0.30	19.50
⊙	TP-6	@ 5.0 ft.	SILTY GRAVEL with SAND(GM)	NP	NP	NP		

Specimen Identification			D100	D90	D60	D10	%Gravel	%Sand	%Silt	%Clay
●	TP-1	6.0	31.5	20.857	0.294		16.0	73.0	11.0	
⊠	TP-2	4.0	9.525	0.697	0.28		1.0	85.8	13.2	
▲	TP-3	4.0	25	17.974	0.169		17.0	62.4	20.6	
★	TP-5	5.0	38.1	33.562	8.288	0.425	44.0	52.8	3.2	
⊙	TP-6	5.0	31.5	26.707	6.991		45.0	38.2	16.8	

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Phone: 206.262.0370

GRAIN SIZE DISTRIBUTION

Project: 3rd Avenue Improvements
Job Number: 24-098
Location: Okanogan, WA

Figure B-1

GRAIN SIZE 24-098 3RD AVE OKANOGAN LAB.GPJ PANGEO.GDT 5/18/24

APPENDIX D

UNANTICIPATED DISCOVERY PLAN

Cultural Resource Survey for the Okanogan 3rd Avenue North Project, Okanogan County, Washington

Unanticipated Discovery Plan

Treatment of Archaeological Materials Discovered During Project Implementation

By:

Justin Fitzpatrick

PLATEAU CRM
A CULTURAL RESOURCE MANAGEMENT FIRM
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June 2024

Okanogan 3rd Avenue North Project, Okanogan County, Washington
Unanticipated Discovery Plan and Treatment of Archaeological Materials

Gray & Osborne, Inc., is preparing to improve 3rd Avenue North between West Oak Street and Greta Street in Okanogan, Washington (Figure 1). The project will measure 4,100 feet (ft) (1,250 meters [m]) and will require excavation as deep as 5.0–10 ft (1.5–3.0 m). Anticipated impacts include excavations, compaction of sediments, and other ground-disturbing construction activities.

Gray & Osborne, Inc. retained Plateau CRM to complete the cultural resource survey and identify potential impacts to cultural and historical resources. The area of potential effect, referred to as the Project Area, covers approximately 6.79 acres and lies within Sections 09 and 16 of Township 33 North, Range 26 East, Willamette Meridian (Figure 2). The survey was subsequently reported in *Cultural Resource Survey for the Okanogan 3rd Avenue North Project, Okanogan County, Washington* (Haupt et al. 2024) and recorded with the Washington State Department of Archaeology and Historic Preservation (DAHP) under Project Number 2024-03-02103.

Pre-field research consisted of a file review completed through the Washington Information System for Architectural and Archaeological Records Data (WISAARD) on April 3, 2024. The review covered Sections 03, 04, 05, 08, 09, 10, 15, 16, 17, 20, and 21 of Township 33 North, Range 26 East. This review revealed six cultural resources and 25 previously conducted cultural resource surveys within 1.0 mile (mi) (1.6 kilometer [km]) of the Project Area. This database includes recorded archaeological resources, historic property inventories (HPIs), National Register of Historic Properties (NRHP) and Washington Heritage Register (WHR) properties, identified cemeteries, and previously conducted cultural resource surveys found throughout the state of Washington. Additionally, a review of Bureau of Land Management (BLM) records, both General Land Office (GLO) online records and land patent information, was completed. Topographic maps and aerial photos were reviewed to identify additional indicators of past land use.

Plateau CRM archaeologists conducted a pedestrian survey and excavated three subsurface probes. The pedestrian survey covered the entirety of the area of potential impact and subsurface probes were opportunistically placed. No Native American or historic-era cultural materials or features were observed during the pedestrian survey or excavations. Plateau CRM recommends that the proposed undertaking will result in **No Historic Properties Affected**, and no further archaeological investigations are recommended prior to, or during, execution of this project.

Laws and Regulations Regarding Archaeological and Cultural Resources

Several laws and regulations, set forth on both federal and state levels, address concerns for burials, rock cairns, archaeological sites, historic structures, and other cultural resources. Those pertinent to this project are several Chapters of the Revised Code of Washington and Washington State Governor's Executive Order 21-02.

Chapter 27.44 of the Revised Code of Washington offers protection for Indian burials, cairns, glyptic markings, and historic graves on private and public property. This regulation provides civil and criminal penalties for the intentional disturbance or removal of these types of properties.

Chapter 27.53 of the Revised Code of Washington requires that a permit be acquired through the Washington State Department of Archaeology and Historic Preservation (DAHP) prior to the intentional disturbance, excavation, removal, or alteration of any known historic or archaeological resource through any means.

Chapter 68.50 of the Revised Code of Washington describes the investigations, treatment, scientific study, and final disposition of human remains. This chapter includes very little information that pertains to the inadvertent discovery of archaeological materials.

Chapter 68.60 of the Revised Code of Washington outlines protections for cemeteries, historic graves, and other human remains. This chapter further outlines procedures pertaining to the inadvertent discovery of human remains.

Washington State Governor's Executive Order 21-02 requires all state agencies implementing or assisting with construction or land acquisition projects that receive state funding to consider how the proposed projects may affect cultural resources. Prior to the expenditure of state funds, Executive Order 21-02 requires the lead state agency of a given project to consult with the Department of Archaeology and Historic Preservation (i.e., Washington State's SHPO), and all affected Tribes of a proposed project, "to take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites or other cultural resources.."

Unanticipated Discovery Plan

Proper application and management of this Unanticipated Discovery Plan requires that a professional archaeologist be contacted if ground-disturbing activities reveal potential Native American or historic-era cultural materials or features (Figure 3, Figure 4, and Figure 5). The archaeologist shall meet the Secretary of the Interior's standards for a professional archaeologist as defined at 36CFR61 Appendix A. Construction within 200 ft (60 m) of the discovery will stop, and the area will be secured to protect the find from additional damage. The archaeologist will document the find, prepare a brief written statement, and take photographs of the find for submission to the lead agency and the SHPO at the DAHP. The find will also be reported to the THPO of the Confederated Tribes of the Colville Reservation. It is the responsibility of the lead agency, Washington State Transportation Improvement Board, to contact the affected Tribes. This consultation process will take place even if the pre-contact or historic-era cultural materials appear to have lost their depositional integrity. Work within 200 ft (60 m) of the find will not resume until a plan for management or preservation of the materials has been approved. Following the project, the archaeologist will provide a report detailing the procedures and results of the investigation.

During the investigation, the archaeologist will observe rules of safety and will comply with any safety requirements of the excavation contractor and project engineers. Entry into any excavation will only be done under the direct supervision and approval of the construction foreman (or his or her agent) and verification that entry and exit is safe.

Inadvertent Discovery of Human Remains

If ground-disturbing activities encounter human skeletal remains during the course of construction, then all activity ***will*** cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance to those remains. The area of the find will be secured and protected from further disturbance until the State provides notice to proceed. The finding of human skeletal remains ***will*** be reported to the county medical examiner/coroner ***and*** local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and determine whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the DAHP who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will determine whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

Protocol to Follow When No Archaeologist is Present

If an archaeologist is not on-site when cultural materials (e.g., pre-contact artifacts and/or features, historic-era artifacts and/or features) are uncovered, the following steps shall be followed:

Suspend work within 200 ft (60 m) of the find.
Take a photo of the artifact(s) or feature(s). Include a common object such as a quarter, a tape measure, a person, or a pickup as a scale to show the size of the find.
Take photos of the location of the find from several angles and distances.
Record a GPS point if possible.
Contact Plateau CRM by telephone to notify us of the find.
Provide an email with photos and any additional information you are able to gather.

Precontact Artifacts Precontact artifacts can include stone, wood, or bone tools. Stone tools are the most common artifact encountered since they do not deteriorate over time.

Precontact Features Precontact features can include fire pits, hearths, burn deposits, ash, rock alignments, rock mounds, and midden deposits.

Historic-Era Artifacts Historic-era artifacts may include various items manufactured from metal, glass, or wood. If an individual identifiable historic artifact is encountered, the above protocol should be followed. "Historic-era artifacts" does not include "recent" items such as chip bags, styrofoam, modern beverage cans and bottles, or other typical roadside debris.

Historic-Era Features Any identifiable remains of buildings, foundations, rock alignments, or rock mounds might be historic-era features.

Human Remains Human remains, suspected human remains, burials, funerary objects, sacred objects, or items of cultural patrimony are to be treated in the manner outlined above. **Additionally, Plateau CRM is to be notified by phone immediately**.

Emergency Dispatch in Okanogan County

Emergency Dispatch	911
Sheriff, non-emergency	800-572-6604
Okanogan County Coroner	509-422-7280
	509-422-7290 (fax)

Confederated Tribes of the Colville Reservation

Guy Moura, THPO	509-634-2695
	509-634-2694 (fax)
	guy.moura@colvilletribes.com

Department of Archaeology and Historic Preservation

DAHP Reception	360-586-3065
DAHP fax	360-586-3067
Guy Tasa, State Physical Anthropologist	360-586-3534
	Guy.Tasa@dahp.wa.gov
Rob Whitlam, State Archaeologist	360-586-3080
	Rob.Whitlam@dahp.wa.gov

Plateau CRM

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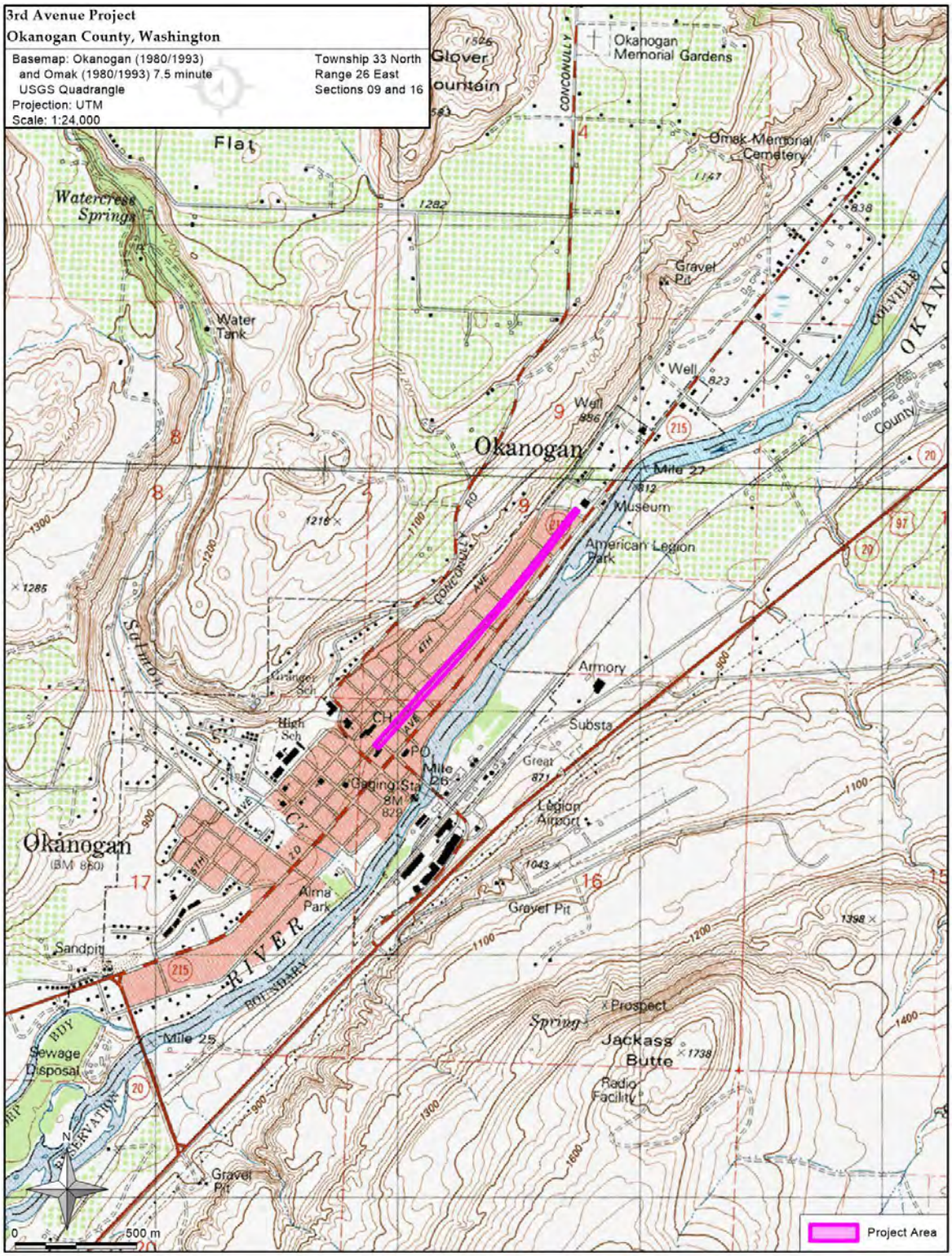


Figure 1. The Project Area on a portion of the Okanogan USGS topographic map.



Figure 2. The Project Area on an aerial photograph.

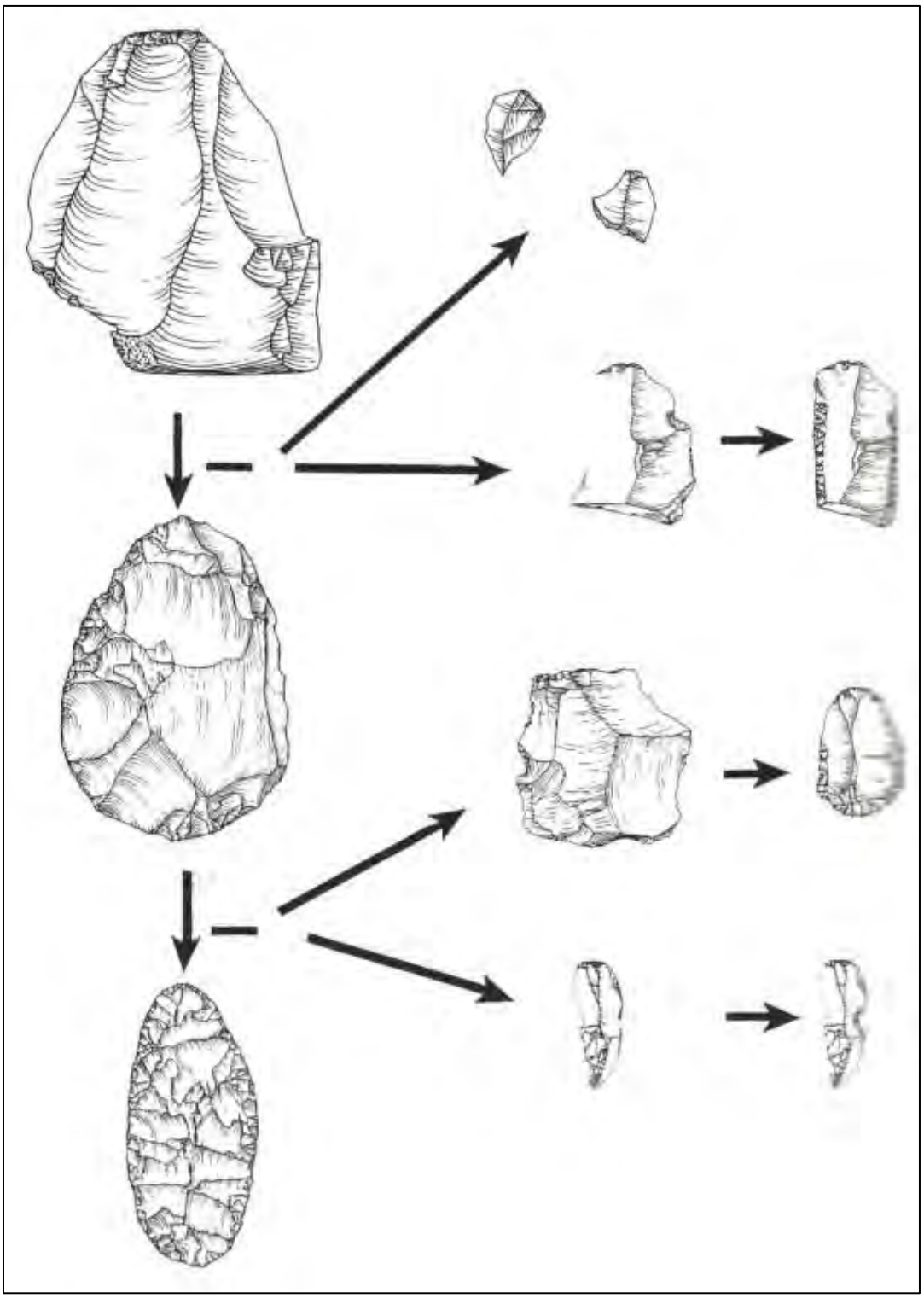


Figure 3. Reduction of a lithic blank to a tool (Andrefsky 1998:158).

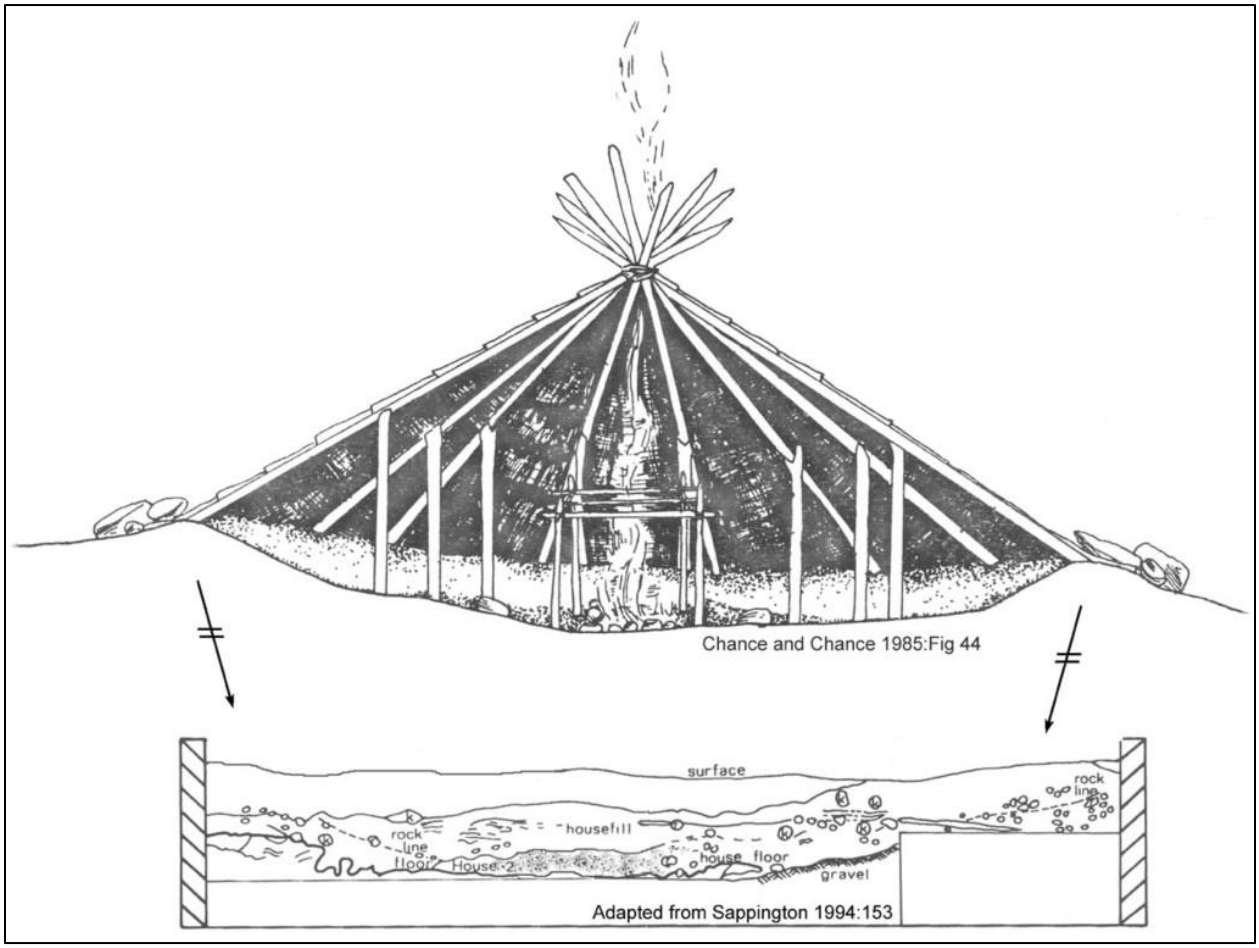


Figure 4. An illustration of a house pit and the resulting archaeological feature (Sappington 1994:153).

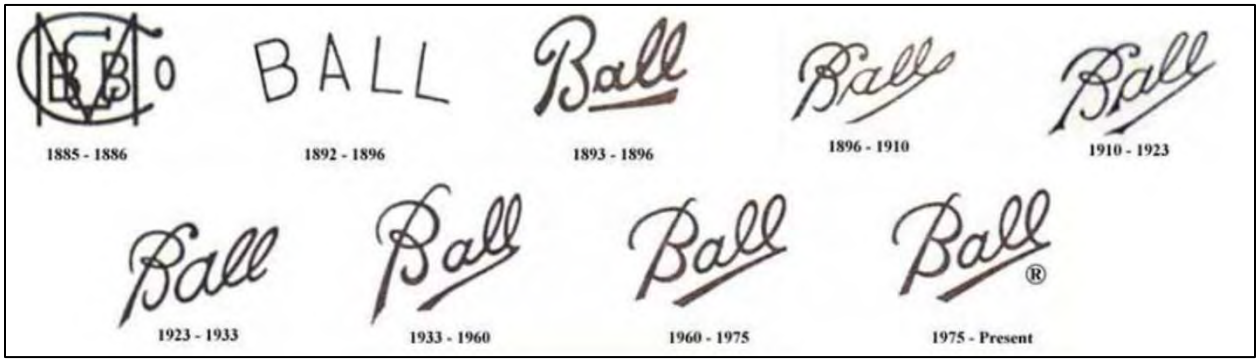


Figure 5. An example of logo changes over time, which can aid in determining the date of historic artifacts.