

**TOWN OF YARROW POINT
SMALL WORKS PROJECT
“PREVAILING WAGES SHALL BE PAID”
ENGINEER’S CONSTRUCTION ESTIMATE: \$95,000
INVITATION TO BID**

The **TOWN OF YARROW POINT** is releasing a Small Works Project. As a Contractor on the MRSC Small Works Roster under the Parks category, subcategory Trails and Walking Paths, you are invited to submit a bid on this Project.

Project Title: Sally’s Alley – Phase 2

Scope of Work: This project consists of the construction of approximately 340 feet of a 5-foot wide pedestrian pathway in and along the unopened right-of-way of NE 38th Street, also known as Sally’s Alley and approximately 75 feet of a new 10- to 20-foot wide gravel driveway. The work includes, but is not limited to, grading, excavation, and compaction for trail construction, storm drainage improvements, and driveway reconstruction, steel strip edging, timber edging, rock walls, temporary erosion control and general site restoration, all in accordance with the Contract Plans, these Contract Provisions, and the Standard Specifications.

Delivery of Proposal: Town of Yarrow Point, 4030 95th Avenue NE, Yarrow Point, Washington 98004

Bid Submittal Date and Time: Tuesday, March 25, 2025 at 2:00 p.m.

Bid Documents may be *examined* at the office of the Town of Yarrow Point. Bid Documents for this project are available free-of-charge by requesting them from the Town Engineer – Stacia Schroeder via email at sschroeder@yarrowpointwa.gov . Bidders are encouraged to simultaneously “Register” with the Town in order to receive email notification of future addenda and to be placed on the “Bidders List”.

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

Questions concerning the Plans, Specifications, and/or Contract Provisions will be taken by the Town Engineer (206) 276-8922.

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

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

TOWN OF YARROW POINT

KING COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

SALLY'S ALLEY – PHASE 2

G&O #23445.02
MARCH 2025



Gray & Osborne, Inc.

CONSULTING ENGINEERS

TOWN OF YARROW POINT

KING COUNTY

WASHINGTON



CONTRACT PROVISIONS

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SALLY'S ALLEY – PHASE 2



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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-6)
- 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)

SALLY'S ALLEY – PHASE 2

PROPOSAL

Town of Yarrow Point
4030 95th Avenue NE
Yarrow Point, Washington 98004

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

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

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

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

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

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

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Minor Change (1-04.4(1))	1 EST	\$4,000.00	\$4,000.00
2.	Mobilization, Cleanup and Demobilization (1-09.7)	1 LS	\$_____	\$_____
3.	Pedestrian Traffic Control (1-10.5(2))	1 LS	\$_____	\$_____
4.	Clearing and Grubbing (2-01.5)	1 LS	\$_____	\$_____
5.	Removal of Structures and Obstructions (2-02.5)	1 LS	\$_____	\$_____
6.	Remove Asphalt Pavement (2-02.5)	160 SY	\$_____	\$_____
7.	Excavation, Embankment and Grading, Incl. Haul (2-03.5)	50 CY	\$_____	\$_____
8.	Gravel Borrow, Incl. Haul (2-03.5)	200 TN	\$_____	\$_____
9.	Locate Existing Utilities (2-09.5)	1 LS	\$_____	\$_____
10.	Crushed Surfacing Top Course (4-04.5)	30 TN	\$_____	\$_____
11.	Crushed Surfacing Base Course (4-04.5)	60 TN	\$_____	\$_____
12.	1/4-Inch Minus (4-04.5)	20 TN	\$_____	\$_____
13.	Erosion Control and Water Pollution Prevention (8-01.5)	1 LS	\$_____	\$_____
14.	Seeding, Fertilizing and Mulching (8-02.5)	450 SY	\$_____	\$_____
15.	Topsoil, Type A (8-02.5)	50 CY	\$_____	\$_____
16.	Property Restoration (8-02.5)	1 EST	\$2,000.00	\$2,000.00
17.	Quarry Spalls (8-15.5)	5 TN	\$_____	\$_____
18.	Permanent Signing (8-21.5)	1 LS	\$_____	\$_____

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
19.	Landscape Edging – Strip (8-24.5)	260 LF	\$_____	\$_____
20.	Landscape Edging – Single Timber (8-24.5)	40 LF	\$_____	\$_____
21.	Landscape Edging – Stacked Timber (8-24.5)	40 LF	\$_____	\$_____
22.	Rock Wall (w/Existing Rocks) (8-24.5)	60 SF	\$_____	\$_____
23.	Additional Rock Wall (8-24.5)	5 SF	\$_____	\$_____
Subtotal:				\$_____
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):.....				\$_____ 0.00
TOTAL CONSTRUCTION COST:				\$_____

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No. _____ Fax No. _____

Contact Person for this Project: _____

E-mail: _____

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

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

PROPOSAL - Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient

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

Subject to any extensions of the Contract Time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 10 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 15 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 \$700.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

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

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

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

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

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 **TOWN OF YARROW POINT** 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 their sealed proposal for the following construction project, to wit:

SALLY’S ALLEY – PHASE 2

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 **TOWN OF YARROW POINT**
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 **TOWN OF YARROW POINT** (hereinafter called the Owner) and _____ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. CONTRACT TIME.

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

ARTICLE 3. LIQUIDATED DAMAGES.

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

ARTICLE 4. CONTRACT PRICE.

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

ARTICLE 5. CONTRACT.

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

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

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

ARTICLE 6. MISCELLANEOUS.

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

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

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

AGREEMENT – Continued

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

TOWN OF YARROW POINT

CONTRACTOR

By _____

License No. _____
By _____

Date _____

Title _____

Attest _____

Name and Address for giving notices (print)

INFORMATION ONLY

PUBLIC WORKS PERFORMANCE BOND
to TOWN OF YARROW POINT, WA

Bond No. _____

The **TOWN OF YARROW POINT**, Washington, (Town) has awarded to _____ (Principal), a contract for the construction of the project designated as Sally's Alley – Phase 2 in Yarrow Point, 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 Town, 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 Town against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

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

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

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

PRINCIPAL

SURETY

Principal Signature _____ Date

Surety Signature _____ Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

PUBLIC WORKS PAYMENT BOND
to TOWN OF YARROW POINT, WA

Bond No. _____

The **TOWN OF YARROW POINT**, Washington, (Town) has awarded to _____ (Principal), a contract for the construction of the project designated as Sally's Alley – Phase 2 in Yarrow Point, 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 Town, 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 Town against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors material persons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

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

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

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

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

PART 3

SPECIAL PROVISIONS

DIVISION 1

GENERAL REQUIREMENTS

1 **DIVISION 1**

2
3 **GENERAL REQUIREMENTS**

4
5 **DESCRIPTION OF WORK**

6 (March 13, 1995 WSDOT GSP)

7 This Contract provides for the construction of approximately 340 feet of a 5-foot
8 wide pedestrian pathway in and along the unopened right-of-way of NE 38th Street,
9 also known as Sally’s Alley and new approximately 160 feet of a new 10- to 20-foot
10 wide gravel driveway. The work includes but is not limited to grading, excavation,
11 and compaction for trail construction, storm drainage improvements, and driveway
12 reconstruction with HDPE grid system, timber edging, rock walls, temporary
13 erosion control and general site restoration, all in accordance with the Contract
14 Plans, these Contract Provisions, and the Standard Specifications.

15
16 **1-01 DEFINITIONS AND TERMS**

17
18 **1-01.3 Definitions**

19 (February 7, 2022 G&O GSP)

20
21 Delete the definition of “Bid Documents,” “Completion Dates,” “Contract” and
22 “Contracting Agency.”

23
24 This Section is supplemented with the following:

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

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

36
37 All references to “State Materials Laboratory” shall be revised to read
38 “Contracting Agency designated location.”

39
40 All references to “final contract voucher certification” shall be interpreted to
41 mean the Contracting Agency form(s) by which final payment is authorized,
42 and final completion and acceptance granted.

SPECIAL PROVISIONS - Continued

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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.

SPECIAL PROVISIONS - Continued

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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.

SPECIAL PROVISIONS - Continued

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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.

SPECIAL PROVISIONS - Continued

1 **1-02.2 Plans and Specifications**

2 (June 27, 2011 G&O GSP)

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

5
6 Information as to where Bid Documents can be obtained or reviewed is
7 contained in the Call for Bids (Advertisement for Bids) for the Work.

8
9 After Award of the Contract, Plans and Contract Provisions will be issued to
10 the Contractor at as stated below:

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

11
12
13
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17
18 Additional Plans and other Contract Provisions may be purchased by the
19 Contractor.

20
21 **1-02.4 Examination of Plans, Specifications, and Site of Work**

22
23 **1-02.4(1) General**

24 (December 30, 2022 APWA GSP Option A)

25
26 The first sentence of the ninth paragraph, beginning with "Prospective Bidder
27 desiring...", is revised to read:

28
29 Prospective Bidders desiring an explanation or interpretation of the Bid
30 Documents, shall request the explanation or interpretation in writing soon
31 enough to allow a written reply to reach all prospective Bidders before the
32 submission of their Bids.

33
34 (January 26, 2024 G&O GSP)

35 This Section is supplemented with the following:

36
37 Bidders shall review the entire Contract to ensure that the completeness of
38 their Proposal includes all items of Work regardless of where shown in the
39 Contract. Bidders are cautioned that alternate sources of information
40 (copies of the Contract obtained from third parties) are not necessarily an
41 accurate or complete representation of the Contract. Bidders shall use such
42 information at their own risk.

SPECIAL PROVISIONS - Continued

1 **1-02.4(2) Subsurface Information**

2 (February 7, 2022 G&O GSP)

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

5
6 If the Contracting Agency has made a subsurface investigation of the site
7 of the proposed Work, the boring log data and soil sample test data
8 accumulated by the Contracting Agency will be made available for
9 inspection by the Bidders. However, the Contracting Agency makes no
10 representation or warranty, expressed or implied, that:

- 11
- 12 a. The Bidders' interpretations from the boring logs may be
13 correct;
 - 14
 - 15 b. Moisture conditions and indicated water tables will not vary
16 from those found at the time the borings were made;
 - 17
 - 18 c. The ground at the location of the borings has not been
19 physically disturbed or altered after the boring was made; and
20
 - 21 d. Conditions below the surface of the ground are consistent
22 throughout the site with the information made available
23 hereunder, or that conditions to be encountered on the site
24 are uniform or consistent with geological conditions usually
25 encountered in the area.

26
27 The Contracting Agency makes no representations, guarantees, or
28 warranties as to the condition, materials, or proportions of the materials
29 between the specific borings, regardless of any subsurface information the
30 Contracting Agency may make available to the prospective Bidders.
31 Bidders are solely responsible for making the necessary investigations to
32 support and/or verify any conclusions or assumptions used in preparation
33 of their bids.

34
35 Any subsurface investigations and analysis were carried out for design
36 purposes only. Contractor may not rely upon or make any claim against
37 Contracting Agency, Engineer, or any of their subconsultants, with respect
38 to:

- 39
- 40 1. The completeness of such reports for Contractor's purposes,
41 including, but not limited to, any aspects of the means, methods,
42 techniques, sequences, and procedures of construction to be
43 employed by Contractor, and safety precautions and programs
44 incident thereto; or

SPECIAL PROVISIONS - Continued

- 1 2. Other conclusions, interpretations, opinions, representations, and
2 information contained in such reports; or
3
4 3. Any Contractor interpretation of or conclusion drawn from any
5 “technical data” or any such other data, conclusions, interpretations,
6 opinions or information.
7

8 The availability of subsurface information from the Contracting Agency shall
9 not relieve the Bidder or the Contractor from any risks or of any duty to make
10 examinations and investigations as required by Section 1-02.4(1) or any
11 other responsibility under the Contract or as may be required by law.
12

13 **1-02.5 Proposal Forms**
14 (June 27, 2011 G&O GSP)

15
16 Delete this Section and replace it with the following:
17

18 Proposals shall be submitted on the Proposal Form, which is included with
19 the Contract. All Proposals shall be completed, signed and dated.
20

21 The Proposal Form will identify the project and its location and describe the
22 Work. It will also list estimated quantities, units of measurement, the items
23 of work, and the materials to be furnished at the lump sum and/or unit bid
24 prices. The Bidder shall complete spaces on the Proposal Form that call for,
25 but are not limited to, unit prices; extensions; summations; the total bid
26 amount; signatures; date; and, where applicable, retail sales taxes and
27 acknowledgment of addenda; the bidder’s name, address, telephone
28 number, and signature; the Bidder’s D/M/WBE commitment, if applicable; a
29 State of Washington Contractor’s Registration Number; and a Business
30 License Number, if applicable. Bids shall be completed by typing or shall
31 be printed in ink by hand, preferably in black ink. Required certifications are
32 included as part of the Proposal Form.
33

34 The Contracting Agency reserves the right to arrange the proposal forms
35 with alternates and additives, if such be to the advantage of the Contracting
36 Agency. The Bidder shall bid on all alternates and additives set forth in the
37 Proposal form unless otherwise specified.
38

39 **1-02.6 Preparation of Proposal**
40 (December 19, 2024 G&O GSP)

41
42 Supplement the second paragraph with the following:
43

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

SPECIAL PROVISIONS - Continued

1
2 Delete the last two paragraphs, and replace it with the following:

3
4 The Bidder shall certify compliance with Contractor Certification Wage Law.
5 The certification is included in the Proposal form.

6
7 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in
8 any manner.

9
10 A bid by a corporation shall be executed in the corporate name, by the
11 president or a vice president (or other corporate officer accompanied by
12 evidence of authority to sign).

13
14 A bid by a partnership shall be executed in the partnership name, and
15 signed by a partner. A copy of the partnership agreement shall be submitted
16 with the Bid Form if any DBE requirements are to be satisfied through such
17 an agreement.

18
19 A bid by a joint venture shall be executed in the joint venture name and
20 signed by a member of the joint venture. A copy of the joint venture
21 agreement shall be submitted with the Bid Form if any DBE requirements
22 are to be satisfied through such an agreement.

23
24 All Proposals submitted shall, on their face, remain valid for a period of 60
25 days following the date of Bid opening. In the event of a conflict in this
26 duration, which may appear elsewhere in the Contract Provisions, the
27 longest duration shall apply.

28
29 **1-02.7 Bid Deposit**
30 (March 8, 2013 G&O GSP)

31
32 Supplemented this Section with the following:

33
34 Bid bonds shall contain the following:

- 35
36 1. The name of the project;
37
38 2. The name of the Contracting Agency, named as the obligee;
39
40 3. The amount of the bid bond stated either as a dollar figure or
41 as a percentage which represents five percent of the
42 maximum bid amount that could be awarded;
43
44 4. The signature of the bidder's officer empowered to sign official
45 statements. The signature of the person authorized to submit

SPECIAL PROVISIONS - Continued

1 the Proposal should agree with the signature on the bond, and
2 the title of the person must accompany the said signature;

3
4 5. The signature of the surety's officer empowered to sign the
5 bond, and the power of attorney.
6

7 The Bidder must use the bond form included in the Contract.
8

9 **1-02.9 Delivery of Proposal**

10 (January 3, 2012 G&O GSP)

11
12 Delete this section in its entirety and replace with the following:
13

14 The Proposal, bid deposit, and all other certificates, forms or other
15 documents required by any Contract Provisions to be executed and
16 delivered with said Proposal shall be submitted, in a sealed package,
17 addressed to the Contracting Agency, and plainly marked "Proposal for
18 _____ (insert name of project as shown on the Proposal) to be
19 opened on the _____ day of _____, 20____," (said day, month and
20 year to be used as shown in the published Call for Bids).
21

22 The Contracting Agency will not consider any Proposal or any supplement
23 to a Proposal that is received after the time specified for receipt of
24 Proposals, or received in a location other than that specified for receipt of
25 Proposal. Emailed or faxed Proposals or supplement to a Proposal are not
26 acceptable.
27

28 **1-02.10 Withdrawing, Revising, or Supplementary Proposal**

29 (July 23, 2015 APWA GSP)

30
31 Delete this Section and replace it with the following:
32

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

- 35
- 36 1. The Bidder submits a written request signed by an authorized person
37 and physically delivers it to the place designated for receipt of Bid
38 Proposals, and
39
 - 40 2. The Contracting Agency receives the request before the time set for
41 receipt of Bid Proposals, and
42
 - 43 3. The revised or supplemented Bid Proposal (if any) is received by the
44 Contracting Agency before the time set for receipt of Bid Proposals.
45

SPECIAL PROVISIONS - Continued

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

7
8 Late revised or supplemented Bid Proposals or late withdrawal requests will
9 be date recorded by the Contracting Agency and returned unopened.
10 Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid
11 Proposal are not acceptable.

12
13 **1-02.11 Combination and Multiple Proposals**

14 (June 16, 2006 G&O GSP)

15
16 Delete this Section in its entirety.

17
18 **1-02.13 Irregular Proposals**

19 (September 3, 2024 APWA GSP)

20
21 Delete this section and replace it with the following:

- 22
23 1. A Proposal will be considered irregular and will be rejected if:
24
25 a. The Bidder is not prequalified when so required;
26
27 b. The Bidder adds provisions reserving the right to reject or
28 accept the Award, or enter into the Contract;
29
30 c. A price per unit cannot be determined from the Bid Proposal;
31
32 d. The Proposal form is not properly executed;
33
34 e. The Bidder fails to submit or properly complete a
35 subcontractor list (WSDOT Form 271-015), if applicable, as
36 required in Section 1-02.6;
37
38 f. The Bidder fails to submit or properly complete a
39 Disadvantaged Business Enterprise Certification (WSDOT
40 Form 272-056), if applicable, as required in Section 1-02.6;
41
42 g. The Bidder fails to submit Written Confirmations (WSDOT
43 Form 422-031) from each DBE firm listed on the Bidder's
44 completed DBE Utilization Certification that they are in
45 agreement with the bidder's DBE participation commitment, if

SPECIAL PROVISIONS - Continued

- 1 applicable, as required in Section 1-02.6, or if the written
2 confirmation that is submitted fails to meet the requirements
3 of the Special Provisions;
4
- 5 h. The Bidder fails to submit DBE Good Faith Effort
6 documentation, if applicable, as required in Section 1-02.6, or
7 if the documentation that is submitted fails to demonstrate that
8 a Good Faith Effort to meet the Condition of Award in
9 accordance with Section 1-07.11;
10
- 11 i. The Bidder fails to submit a DBE Bid Item Breakdown
12 (WSDOT Form 272-054), if applicable, as required in
13 Section 1-02.6, or if the documentation that is submitted fails
14 to meet the requirements of the Special Provisions;
15
- 16 j. The Bidder fails to submit the Bidder Questionnaire (DOT
17 Form 272-022), if applicable as required by Section 1-02.6, or
18 if the documentation that is submitted fails to meet the
19 requirements of the Special Provisions; or
20
- 21 k. The Bid Proposal does not constitute a definite and
22 unqualified offer to meet the material terms of the Bid
23 invitation.
24
- 25 2. A Proposal may be considered irregular and may be rejected if:
26
- 27 a. The Proposal does not include a unit price for every Bid item;
28
- 29 b. Any of the unit prices are excessively unbalanced (either
30 above or below the amount of a reasonable Bid) to the
31 potential detriment of the Contracting Agency;
32
- 33 c. The authorized Proposal Form furnished by the Contracting
34 Agency is not used or is altered;
35
- 36 d. The completed Proposal form contains unauthorized
37 additions, deletions, alternate Bids, or conditions;
38
- 39 e. Receipt of Addenda is not acknowledged;
40
- 41 f. A member of a joint venture or partnership and the joint
42 venture or partnership submit Proposals for the same project
43 (in such an instance, both Bids may be rejected); or
44
- 45 g. If Proposal form entries are not made in ink.

SPECIAL PROVISIONS - Continued

1
2 **1-02.14 Disqualification of Bidders**

3 (March 1, 2023 G&O GSP)

4
5 Delete this section and replace it with the following:

6
7 A Bidder will be deemed not responsible if the Bidder does not meet the
8 mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended;
9 or does not meet Supplemental Criteria 1 through 9 in this Section:

10
11 The Contracting Agency will verify that the Bidder meets the mandatory
12 bidder responsibility criteria in RCW 39.04.350(1), and Supplemental
13 Criteria 1. Evidence that the Bidder meets Supplemental Criteria 2 through
14 9 shall be provided by the Bidder as stated later in this Section.

15
16 1. **Federal Debarment**

17
18 A. Criterion: The Bidder shall not currently be debarred or
19 suspended by the Federal government.

20
21 B. Documentation: The Bidder shall not be listed as having an
22 “active exclusion” on the U.S. government’s “System for
23 Award Management” database (www.sam.gov).

24
25 2. **Delinquent State Taxes**

26
27 A. Criterion: The Bidder shall not owe delinquent taxes to the
28 Washington State Department of Revenue without a payment
29 plan approved by the Department of Revenue.

30
31 B. Documentation: The Bidder shall, if and when required as
32 detailed below, sign a statement (on a form to be provided by
33 the Contracting Agency) that the Bidder does not owe
34 delinquent taxes to the Department of Revenue. If the Bidder
35 owes delinquent taxes, they must submit a written payment
36 plan approved by the Department of Revenue, to the
37 Contracting Agency by the deadline listed below.

38
39 3. **Subcontractor Responsibility**

40
41 A. Criterion: The Bidder’s standard subcontract form shall
42 include the subcontractor responsibility language required by
43 RCW 39.06.020, and the Bidder shall have an established
44 procedure which it utilizes to validate the responsibility of each
45 of its subcontractors. The Bidder’s subcontract form shall also

SPECIAL PROVISIONS - Continued

1 include a requirement that each of its subcontractors shall
2 have and document a similar procedure to determine whether
3 the sub-tier subcontractors with whom it contracts are also
4 “responsible” subcontractors as defined by RCW 39.06.020.
5

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

10
11 4. **Claims Against Retainage and Bonds**
12

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

21
22 B. Documentation: The Bidder shall, if and when required as
23 detailed below, sign a statement (on a form to be provided by
24 the Contracting Agency) that the Bidder has not had claims
25 against retainage and bonds in the 3 years prior to the bid
26 submittal date. If the Bidder has had claims against retainage
27 and bonds in the 3 years prior to the bid submittal date, they
28 shall submit a list of the public works projects completed in the
29 3 years prior to the bid submittal date that have had claims
30 against retainage and bonds and include for each project the
31 following information:
32

- 33 • Name of project
- 34 • The owner and contact information for the owner;
- 35 • A list of claims filed against the retainage and/or
- 36 payment bond for any of the projects listed;
- 37 • A written explanation of the circumstances
- 38 surrounding each claim and the ultimate resolution of
- 39 the claim.

40
41 5. **Public Bidding Crime**
42

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

SPECIAL PROVISIONS - Continued

1
2 B. Documentation: The Bidder, if and when required as detailed
3 below, shall sign a statement (on a form to be provided by the
4 Contracting Agency) that the Bidder and/or its owners have
5 not been convicted of a crime involving bidding on a public
6 works contract.
7

8 6. **Termination for Cause/Termination for Default**
9

10 A. Criterion: The Bidder shall not have had any public works
11 contract terminated for cause or terminated for default by a
12 government agency in the 5 years prior to the bid submittal
13 date, unless there are extenuating circumstances and such
14 circumstances are deemed acceptable to the Contracting
15 Agency.
16

17 B. Documentation: The Bidder, if and when required as detailed
18 below, shall sign a statement (on a form to be provided by the
19 Contracting Agency) that the Bidder has not had any public
20 works contract terminated for cause or terminated for default
21 by a government agency in the 5 years prior to the bid
22 submittal date; or if Bidder was terminated, describe the
23 circumstances.
24

25 7. **Lawsuits**
26

27 A. Criterion: The Bidder shall not have lawsuits with judgments
28 entered against the Bidder in the 5 years prior to the bid
29 submittal date that demonstrate a pattern of failing to meet the
30 terms of contracts, unless there are extenuating
31 circumstances and such circumstances are deemed
32 acceptable to the Contracting Agency.
33

34 B. Documentation: The Bidder, if and when required as detailed
35 below, shall sign a statement (on a form to be provided by the
36 Contracting Agency) that the Bidder has not had any lawsuits
37 with judgments entered against the Bidder in the 5 years prior
38 to the bid submittal date that demonstrate a pattern of failing
39 to meet the terms of contracts, or shall submit a list of all
40 lawsuits with judgments entered against the Bidder in the five
41 years prior to the bid submittal date, along with a written
42 explanation of the circumstances surrounding each such
43 lawsuit. The Contracting Agency shall evaluate these
44 explanations to determine whether the lawsuits demonstrate

SPECIAL PROVISIONS - Continued

1 a pattern of failing to meet of terms of construction related
2 contracts.
3

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

5
6 A. Criterion: The Bidder shall not have had liquidated damages
7 assessed on any projects it has completed 5 years prior to the
8 bid submittal date that demonstrate a pattern of failing to meet
9 contract time, unless there are extenuating circumstances
10 and such circumstances are deemed acceptable to the
11 Contracting Agency.
12

13 B. Documentation: The Bidder, if and when required as detailed
14 below, shall sign a statement (on a form to be provided by the
15 Contracting Agency) that the Bidder has not had liquidated
16 damages assessed on any projects it has completed within
17 the five years prior to the bid submittal date, or shall submit a
18 list of Projects with assessed liquidated damages along with
19 Owner contact information, and number of days assessed
20 liquidated damages.
21

22 **9. Capacity and Experience**

23
24 A. Criterion: The Bidder shall have sufficient current capacity
25 and the Bidder, subcontractors, and project superintendent
26 assigned to the project shall have experience to meet the
27 requirements of this Project. The Bidder, subcontractors, and
28 the project superintendent shall meet the experience
29 requirements as defined in Appendix A, Supplemental Bidder
30 Responsibility Criteria.
31

32 B. Documentation: The Bidder shall, if and when required as
33 detailed below, on a form to be provided by the Contracting
34 Agency, provide the information requested in Appendix A
35 documenting qualifications and experience. The Contracting
36 Agency may check owner references for previous projects
37 and may evaluate the owner's assessment of the Bidder
38 performance.
39

40 As evidence that the Bidder meets Supplemental Responsibility Criteria 2
41 through 9 stated above, the apparent two lowest Bidders must submit to the
42 Contracting Agency by 12:00 P.M. (noon) of the second business day
43 following the bid submittal deadline, a written statement verifying that the
44 Bidder meets Supplemental Criteria 2 through 9 together with supporting
45 documentation (sufficient in the sole judgment of the Contracting Agency)

SPECIAL PROVISIONS - Continued

1 demonstrating compliance with Supplemental Responsibility Criteria 2
2 through 9. The Contracting Agency reserves the right to request further
3 documentation as needed from the low bidder and documentation from
4 other Bidders as well to assess Bidder responsibility and compliance with
5 all bidder responsibility criteria. The Contracting Agency also reserves the
6 right to obtain information from third-parties and independent sources of
7 information concerning a Bidder's compliance with the mandatory and
8 supplemental criteria, and to use that information in their evaluation. The
9 Contracting Agency may consider mitigating factors in determining whether
10 the Bidder complies with the requirements of the Supplemental Criteria.

11
12 The basis for evaluation of Bidder compliance with these mandatory and
13 Supplemental Criteria shall include any documents or facts obtained by
14 Contracting Agency (whether from the Bidder or third parties) including but
15 not limited to: (i) financial, historical, or operational data from the Bidder;
16 (ii) information obtained directly by the Contracting Agency from others for
17 whom the Bidder has worked, or other public agencies or private
18 enterprises; and (iii) any additional information obtained by the Contracting
19 Agency which is believed to be relevant to the matter.

20
21 If the Contracting Agency determines the Bidder does not meet the bidder
22 responsibility criteria above and is therefore not a responsible Bidder, the
23 Contracting Agency shall notify the Bidder in writing, with the reasons for its
24 determination. If the Bidder disagrees with this determination, it may appeal
25 the determination within 2 business days of the Contracting Agency's
26 determination by presenting its appeal and any additional information to the
27 Contracting Agency. The Contracting Agency will consider the appeal and
28 any additional information before issuing its final determination. If the final
29 determination affirms that the Bidder is not responsible, the Contracting
30 Agency will not execute a contract with any other Bidder until at least
31 2 business days after the Bidder determined to be not responsible has
32 received the Contracting Agency's final determination.

33
34 Request to Change Supplemental Bidder Responsibility Criteria Prior To
35 Bid: Bidders with concerns about the relevancy or restrictiveness of the
36 Supplemental Bidder Responsibility Criteria may make or submit requests
37 to the Contracting Agency to modify the criteria. Such requests shall be in
38 writing, describe the nature of the concerns, and propose specific
39 modifications to the criteria. Bidders shall submit such requests to the
40 Contracting Agency no later than 5 business days prior to the bid submittal
41 deadline and address the request to the Project Engineer or such other
42 person designated by the Contracting Agency in the Bid Documents.

43

SPECIAL PROVISIONS - Continued

1 **1-02.15 Pre-Award Information**

2 (December 30, 2022 APWA GSP)

3
4 Revise this Section to read:

5
6 Before awarding any contract, the Contracting Agency may require one or
7 more of these items or actions of the apparent lowest responsible bidder:

- 8
9 1. A complete statement of the origin, composition, and manufacture of
10 any or all materials to be used;
11
12 2. Samples of these materials for quality and fitness tests;
13
14 3. A progress schedule (in a form the Contracting Agency requires)
15 showing the order of and time required for the various phases of the
16 work;
17
18 4. A breakdown of costs assigned to any bid item;
19
20 5. Attendance at a conference with the Engineer or representatives of
21 the Engineer;
22
23 6. Obtain, and furnish a copy of, a business license to do business in the
24 city or county where the work is located;
25
26 7. Any other information or action taken that is deemed necessary to
27 ensure that the bidder is the lowest responsible bidder.
28

29 **1-03 AWARD AND EXECUTION OF CONTRACT**

30 31 **1-03.1 Consideration of Bids**

32 (December 30, 2022 APWA GSP)

33
34 Revise the first paragraph to read:

35
36 After opening and reading proposals, the Contracting Agency will check
37 them for correctness of extensions of the prices per unit and the total price.
38 If a discrepancy exists between the price per unit and the extended amount
39 of any bid item, the price per unit will control. If a minimum bid amount has
40 been established for any item and the bidder's unit or lump sum price is less
41 than the minimum specified amount, the Contracting Agency will unilaterally
42 revise the unit or lump sum price, to the minimum specified amount and
43 recalculate the extension. The total of extensions, corrected where
44 necessary, including sales taxes where applicable and such additives
45 and/or alternates as selected by the Contracting Agency, will be used by the

SPECIAL PROVISIONS - Continued

1 Contracting Agency for award purposes and to fix the Awarded Contract
2 Price amount and the amount of the contract bond.

3

4 **1-03.2 Award of Contract**

5 (June 16, 2006 G&O GSP)

6

7 Delete this Section and replace it with the following:

8

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

16

17 **1-03.3 Execution of Contract**

18 (January 11, 2023 G&O GSP)

19

20 Delete this Section and replace it with the following:

21

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

30

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

36

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

43

SPECIAL PROVISIONS - Continued

1 **1-03.4 Contract Bond**

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

3
4 Revise the first paragraph to read:

5
6 The successful bidder shall provide an executed performance and public
7 works payment bonds for the full contract amount. These bonds shall:

- 8
9 1. Be on Contracting Agency-furnished forms;
- 10
11 2. Be signed by an approved surety (or sureties) that:
- 12
13 a. Is registered with the Washington State Insurance
14 Commissioner; and
- 15
16 b. Appears on the current Authorized Insurance List in the State
17 of Washington published by the Office of the Insurance
18 Commissioner.
- 19
20 3. Be conditioned upon the faithful performance of the contract by the
21 Contractor within the prescribed time;
- 22
23 4. Guarantee that the Contractor will perform and comply with all
24 obligations, duties, and conditions under the Contract including, but
25 not limited to, the duty and obligation to indemnify, defend, and
26 protect the Contracting Agency against all losses and claims related
27 directly or indirectly from any failure:
- 28
29 a. Of the Contractor (or any of the employees, Subcontractors,
30 or lower tier Subcontractors of the Contractor) to faithfully
31 perform and comply with the contract; or
- 32
33 b. Of the Contractor (or the Subcontractors or lower tier
34 Subcontractors of the Contractor) to pay all laborers,
35 mechanics, Subcontractors, lower tier Subcontractors,
36 materialperson, or any other person who provides supplies or
37 provisions for carrying out the Work.
- 38
39 5. Be conditioned upon payment of taxes, increases, and penalties
40 incurred on the project under Titles 50, 51, and 82 RCW; and
- 41
42 6. Be accompanied by a power of attorney for the Surety's officer
43 empowered to sign the bond; and

SPECIAL PROVISIONS - Continued

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- 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;

SPECIAL PROVISIONS - Continued

- 1 2. Proposal Form and Agreement;
- 2
- 3 3. Special Provisions;
- 4
- 5 4. Contract Plans;
- 6
- 7 5. Standard Specifications;
- 8
- 9 6. Contracting Agency’s Standard Plans or Details (if any); and
- 10
- 11 7. WSDOT Standard Plans for Road, Bridge, and Municipal
- 12 Construction.
- 13

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.

SPECIAL PROVISIONS - Continued

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

3
4 **1-04.6 Variation in Estimated Quantities**
5 (December 30, 2022 APWA GSP, Option B)

6
7 Revise the first paragraph to read:

8
9 Payment to the Contractor will be made only for the actual quantities of
10 Work performed and accepted in conformance with the Contract. When the
11 accepted quantity of Work performed under a unit item varies from the
12 original Proposal quantity, payment will be at the unit Contract price for all
13 Work unless the total accepted quantity of the Contract item, adjusted to
14 exclude added or deleted amounts included in change orders accepted by
15 both parties, increases or decreases by more than 25 percent from the
16 original Proposal quantity, and if the total extended bid price for that item at
17 time of award is equal to or greater than 10 percent of the total contract
18 price at time of award. In that case, payment for contract work may be
19 adjusted as described herein:

20
21 **1-05 CONTROL OF WORK**

22
23 **1-05.1 Authority of the Engineer**
24 (July 21, 2020 G&O GSP)

25
26 This Section is supplemented with the following:

27
28 The Engineer does not purport to be a safety expert, is not engaged in that
29 capacity under this Contract or the Engineer's contract with the Contracting
30 Agency. The Engineer does not have either the authority or the
31 responsibility to enforce construction safety laws, rules, regulations or
32 procedures, or to order the stoppage of Work for claimed violations thereof.
33 From time to time, the Engineer may inform the Contractor of conditions that
34 may constitute safety issues or violations. Such information will be provided
35 solely to cooperate with and assist the Contractor and shall not make the
36 Engineer or Inspector responsible for the enforcement of safety laws, rules,
37 regulations or procedures. After receiving information relating to safety
38 issues from the Engineer, the Contractor shall make its own examination
39 and analysis of the situation reported and take such action, if any, that the
40 Contractor determines to be appropriate. The Engineer's performance of
41 project representation and observation services for the Contracting Agency
42 shall not make the Engineer responsible for the enforcement of safety laws,
43 rules, regulations or procedures. The Engineer also shall not be
44 responsible for construction means, methods, techniques, sequences, or

SPECIAL PROVISIONS - Continued

1 procedures or for the Contractor's failure to properly perform the Work, all
2 of which are entirely the responsibility of the Contractor.

3
4 The Engineer shall have no liability whatsoever to, or contractual
5 relationship with, the Contractor in any way relating to this Contract. The
6 Contracting Agency and the Contractor must look solely to each other for
7 the enforcement with respect to any rights, obligations, claims or liabilities
8 arising under or in any way relating to the Contract. Neither the authority
9 given to the Engineer herein, nor any action or service provided by the
10 Engineer or its subconsultants with regard to the Project, shall create any
11 duty owed by the Engineer or its subconsultants to the Contractor or a
12 cause of action against the Engineer or its subconsultants by Contractor.

13
14 Neither the Engineer nor any of its assistants or agents shall have any
15 power to waive any obligation of the Contract. The Engineer's failure to
16 reject Work that is defective or otherwise does not comply with the
17 requirements of the Contract shall not constitute approval or acceptance of
18 the Work or relieve the Contractor of its obligations under the Contract,
19 notwithstanding that such Work has been estimated for payment or that
20 payments have been made for that Work. Neither shall such failure to reject
21 Work, nor any acceptance by the Engineer or by the Contracting Agency of
22 any part of or the whole of the Work bar a claim by the Contracting Agency
23 at any subsequent time for recovery of damages for the cost of removal and
24 replacement of any portions of the Work that do not comply with the
25 Contract.

26
27 **1-05.2 Authority of Assistants and Inspectors**

28 (June 16, 2006 G&O GSP)

29
30 This Section is supplemented with the following:

31
32 The presence or absence of an Inspector at the Work site will be at the sole
33 discretion of the Contracting Agency and will not in any way relieve the
34 Contractor of its responsibility to properly perform the Work as required by
35 the Contract Provisions.

36
37 The Inspector does not purport to be a safety expert, and is not engaged in
38 that capacity under this Contract or the Engineer's contract with the
39 Contracting Agency. The Inspector does not have the authority or the
40 responsibility to enforce construction safety laws, rules, regulations or
41 procedures, or to order the stoppage of Work for claimed violations thereof.
42 From time to time, the Inspector may inform the Contractor of conditions
43 that may constitute safety issues or violations. Such information will be
44 provided solely to cooperate with and assist the Contractor and shall not
45 make the Inspector or the Engineer responsible for the enforcement of

SPECIAL PROVISIONS - Continued

1 safety laws, rules, regulations or procedures. After receiving information
2 relating to safety issues from the Resident Engineer, the Contractor shall
3 make its own examination and analysis of the situation reported and take
4 such action, if any, that the Contractor determines to be appropriate. The
5 Inspector's performance of project representation and observation services
6 shall not make the Inspector responsible for the enforcement of safety laws,
7 rules, regulations or procedures; nor shall it make the Inspector responsible
8 for construction means, methods, techniques, sequences, or procedures,
9 or for the Contractor's failure to properly perform the Work, all of which are
10 entirely the responsibility of the Contractor.

11

12 **1-05.4 Conformity With and Deviation from Plans and Stakes**

13 (December 19, 2024 G&O GSP)

14

15 Delete this Section and replace it with the following:

16

17 **1-05.4(1) Description**

18

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

37

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

42

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

44

SPECIAL PROVISIONS - Continued

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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

SPECIAL PROVISIONS - Continued

1 corners, may be replaced referenced in its original position prior to
2 disturbance. All cost associated with replacement of monuments that
3 have been disturbed before being referenced due to lack of proper
4 notification by the Contractor shall be deducted from monies due to the
5 Contractor.

6
7 The Contracting Agency will provide the survey for the new monuments and
8 stamp the bronze plugs. The Contractor shall provide the monument case,
9 cover, and monument as shown on the Plans.

10
11 The Contractor shall provide traffic control sufficient to permit the Engineer
12 to set those points and elevations that are the responsibility of the
13 Contracting Agency and to perform random checks of the surveying
14 performed by the Contractor.

15
16 The Contractor shall provide a work site clear of equipment, stockpiles and
17 obstructions which has been prepared and maintained to permit
18 construction staking to proceed in a safe and orderly manner.

19
20 The Contractor shall keep the Engineer informed of staking requirements to
21 provide the Engineer with adequate time to set the stakes for which the
22 Contracting Agency is responsible. Contractor requests for stakes shall be
23 made, in writing on the form provided by the Engineer, at least 3 full working
24 days before the Engineer is required to begin the staking operation.

25 26 **1-05.4(2) Payment**

27
28 All costs to prepare and implement any additional survey work as required
29 by the Contractor to complete the Work, including maintaining, resetting,
30 referencing, resurveying, checking, replacement of missing or damaged
31 stakes, and coordination efforts shall be included in the bid prices for the
32 various items associated with the survey work.

33 34 **1-05.7 Removal of Defective and Unauthorized Work**

35 (June 16, 2006 G&O GSP)

36
37 This Section is supplemented with the following:

38
39 If the Contractor fails to remedy defective or unauthorized work within the
40 time specified in a written notice from the Contracting Agency, or fails to
41 perform any part of the Work required by the Contract, the Engineer may
42 correct and remedy such work as may be identified in the written notice with
43 Contracting Agency forces or by such other means as the Contracting
44 Agency may deem necessary.

SPECIAL PROVISIONS - Continued

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

10
11 Direct or indirect costs incurred by the Contracting Agency attributable to
12 correcting and remedying defective or unauthorized work, or work the
13 Contractor failed or refused to perform, shall be paid by the Contractor.
14 Payment will be deducted by the Contracting Agency from monies due, or
15 to become due, the Contractor. Such direct and indirect costs shall include,
16 without limitation, compensation for additional professional services
17 required, and costs for repair and replacement of work of others destroyed
18 or damaged by correction, removal, or replacement of the Contractor's
19 defective or unauthorized work.

20
21 No extension of the Contract time or additional compensation will be
22 allowed because of any delay in the performance of the Work attributable
23 to the Contracting Agency's exercise of its rights provided by this Section.

24
25 The rights provided to the Contracting Agency by this Section shall not
26 diminish the Contracting Agency's right to pursue any other or additional
27 remedy with respect to the Contractor's failure to perform the Work as
28 required.

29
30 **1-05.11 Final Inspection**
31 (June 16, 2006 G&O GSP)

32
33 Delete this Section and replace it with the following:

34
35 **1-05.11 Final Inspections and Operational Testing (New Section)**
36 (June 16, 2006 G&O GSP)

37
38 **1-05.11(1) Substantial Completion Date**

39
40 When the Contractor considers the Work to be substantially complete, the
41 Contractor shall notify the Engineer in writing and request that the Engineer
42 establish the Substantial Completion Date. The Contractor's notice shall
43 list the specific items of the Work that remain to be completed in order to
44 achieve physical completion. The Engineer will schedule an inspection of

SPECIAL PROVISIONS - Continued

1 the Work with the Contractor to determine the status of completion. The
2 Engineer may also establish the Substantial Completion Date unilaterally.
3

4 If, after inspection, the Engineer concurs with the Contractor that the Work
5 is substantially complete and ready for its intended use, the Engineer, by
6 written notice to the Contractor, will establish the Substantial Completion
7 Date. If, after inspection, the Engineer does not consider the Work to be
8 substantially complete and ready for its intended use, the Engineer will
9 notify the Contractor in writing and provide the reasons therefore.
10

11 Upon receipt of written notice either establishing the Substantial Completion
12 Date or informing the Contractor that the Work is not substantially complete,
13 whichever is applicable, the Contractor shall pursue vigorously, diligently
14 and without unauthorized interruption, the Work necessary to reach
15 substantial completion and physical completion of the Work. The
16 Contractor shall provide the Engineer with a revised schedule indicating
17 when the Contractor expects to reach substantial and physical completion
18 of the Work.
19

20 The above process shall be repeated until the Engineer establishes the
21 Substantial Completion Date and the Contractor considers the Work
22 physically complete and ready for final inspection.
23

24 **1-05.11(2) Final Inspection and Physical Completion Date**
25

26 When the Contractor considers the Work to be physically complete and
27 ready for final inspection, the Contractor shall provide written notice to the
28 Engineer requesting a final inspection. The Engineer will then schedule a
29 date for final inspection. The Engineer and the Contractor will then make a
30 final inspection, and the Engineer will notify the Contractor in writing of all
31 particulars in which the final inspection reveals the Work to be incomplete
32 or unacceptable. The Contractor shall immediately take such corrective
33 measures as are necessary to remedy the listed deficiencies. Corrective
34 work shall be pursued vigorously, diligently, and without interruption until
35 the listed deficiencies have been completed. This process will continue until
36 the Contracting Agency is satisfied the listed deficiencies have been
37 corrected and the Work is physically complete.
38

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

SPECIAL PROVISIONS - Continued

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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.

SPECIAL PROVISIONS - Continued

1 **1-05.15 Method of Serving Notices**

2 (January 4, 2024 APWA GSP)

3
4 Revise the second paragraph to read:

5
6 All correspondence from the Contractor shall be served and directed to the
7 Engineer. All correspondence from the Contractor constituting any
8 notification, notice of protest, notice of dispute, or other correspondence
9 constituting notification required to be furnished under the Contract, must
10 be written in paper format, hand delivered or sent via certified mail delivery
11 service with return receipt requested to the Engineer's office. Electronic
12 copies such as emails or electronically delivered copies of correspondence
13 will not constitute such notice and will not comply with the requirements of
14 the Contract.

15
16 Add the following new section:

17
18 **1-05.16 Water and Power (New Section)**

19 (October 1, 2005 APWA GSP)

20
21 The Contractor shall make necessary arrangements, and shall bear
22 the costs for power and water necessary for the performance of the
23 Work, unless the Contract includes power and water as a pay item.

24
25 **1-06 CONTROL OF MATERIAL**

26
27 **1-06.1 Approval of Materials Prior to Use**

28 (January 11, 2023 G&O GSP)

29
30 This Section is supplemented with the following:

31
32 The Contractor shall be responsible for the accuracy and completeness of
33 the information contained in each QPL and RAM submittal and shall ensure
34 that all material, equipment or method of work shall be as described in the
35 QPL and approved RAM. The Contractor shall verify that all features of all
36 products conform to the requirements of the Contract and Plans. The
37 Contractor shall ensure that there is no conflict with other submittals and
38 specifically notify the Contracting Agency in each case where the
39 Contractor's submittal may affect the work of another contractor or the
40 Contracting Agency. The Contractor shall ensure coordination of submittals
41 among the related crafts and Subcontractors. If the Contractor proposes to
42 provide material, equipment, or a method of work, which deviates from the
43 Contract, the Contractor shall indicate so on the transmittal form
44 accompanying the QPL and/or RAM submittals and submit a written request
45 to the Engineer for approval of the proposed substitution.

SPECIAL PROVISIONS - Continued

1
2 Submittals required for the Work shall include any or all of the following, as
3 required by the Contract:
4

- 5 a. Manufacturer's literature
 - 6 b. Shop drawings
 - 7 c. Material samples
 - 8 d. Test reports
- 9

Timing of Product Submittals

10

11 All submittal information shall be sent to the Engineer through the
12 Contractor.
13

14 All submittals shall be provided far enough in advance of installation to allow
15 sufficient time for reviews and necessary approvals.
16

17 The Contractor shall allow at least 14 calendar days for the Engineer's
18 review of all submittals.
19

Number of Submittals

20

21 The Contractor shall submit one (min.) copy of each QPL and RAM
22 submittal. One (min.) copy will be returned to the Contractor. In lieu of
23 submitting electronic copies the Contractor may submit QPLs and RAMs by
24 hard copy.
25
26

Resubmittals

27

28 When a submittal is resubmitted for any reason, it shall be resubmitted
29 referencing the previous RAM # and the number of times it has been
30 resubmitted (RAM # - times resubmitted).
31
32

Delays

33

34 All costs of delays caused by the failure of the Contractor to provide
35 submittals in a timely manner will be borne by the Contractor.
36
37

Payment

38

39 The cost to prepare and submit submittals, equipment manuals, testing, and
40 materials samples shall be included in the bid prices for various items
41 associated with the required submittals.
42
43
44

SPECIAL PROVISIONS - Continued

1 **1-06.1(2) Request for Approval of Material (RAM)**

2 (June 16, 2006 G&O GSP)

3
4 This Section is supplemented with the following:

5
6 **Submittal Information**

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

13
14 Shop drawings shall be submitted in the form of blue-line or black-line prints
15 of each sheet. Blueprint submittals will not be acceptable.

16
17 All shop drawings shall be accurately drawn to a scale sufficiently large
18 enough to show pertinent features and methods of connection or jointing.
19 Figure dimensions shall be used on all shop drawings, as opposed to scaled
20 dimensions.

21
22 All shop drawings shall bear the Contractor's certification that the Contractor
23 has reviewed, checked, and approved the shop drawings.

24
25 **1-06.2 Acceptance of Materials**

26
27 **1-06.2(1) Samples and Test for Acceptance**

28 (January 11, 2023 G&O GSP)

29
30 This Section is supplemented with the following:

31
32 The Contractor shall be responsible for all materials testing specified in the
33 Contract Provisions. The materials testing laboratory shall be accredited
34 for performing the various testing methods either by AASHTO R18,
35 AASHTO 150/IEC 17025, or the American Association for Laboratory
36 Accreditation and further approved by the Contracting Agency. Test
37 methods shall be completed in accordance with the current WSDOT
38 Standard Specifications and Construction Manual. The Engineer or the
39 Inspector shall specify the items or areas to be tested. The materials testing
40 laboratory shall send test results directly to the Contracting Agency. Any
41 area that does not meet the material gradation and/or compaction test
42 requirements shall be repaired/replaced at the Contractor's expense. Areas
43 that do not meet compaction test requirements shall be retested at the
44 Contractor's expense. Locations for testing and retesting shall be selected
45 and marked by the Engineer.

SPECIAL PROVISIONS - Continued

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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
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.

8
9
10

Aggregate Materials

Item	Test	Testing Frequency
Crushed Surfacing Base Course, Crushed Surfacing Top Course, 1/4" Minus Gravel	Gradation, SE and Fracture	One for each material source.
	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

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- (1) All acceptance tests shall be conducted from in-place samples.
- (2) Additional tests shall be conducted when variations occur due to the Contractor's operations, weather conditions, site conditions, etc.
- (3) All compaction shall be in accordance with the Compaction Control Test of Section 2-03.3(14)D. The nuclear densometer, if properly calibrated, may be used for the required testing frequency and procedures. The densometer shall be calibrated and is recommended for use when the time for complete results becomes critical.

SPECIAL PROVISIONS - Continued

- 1 (4) Depending on soil conditions, it is anticipated that compaction tests will be required
2 at depths of two feet above the pipe and at each additional two feet to the existing
3 surface plus a test at the surface.
4

5 **Payment**

6
7 All costs to prepare and implement the sample and testing program shall be
8 included in the bid prices for the various items associated with the sample
9 and testing program.

10
11 **1-06.2(2)B Financial Incentive**
12 (January 4, 2024 G&O GSP)

13
14 Replace the first sentence of this Section with the following:

15
16 The maximum Composite Pay Factor shall be 1.00.

17
18 **1-06.4 Handling and Storing Materials**
19 (June 16, 2006 G&O GSP)

20
21 This Section is supplemented with the following:

22
23 The Contractor may be required to provide off-site storage of equipment
24 and materials to enable construction to occur at the construction site. The
25 Contractor has full responsibility to secure all off-site storage areas, if
26 needed, and shall include the costs for providing such storage areas in the
27 Proposal for the individual equipment and material bid items requiring off-
28 site storage. All off-site storage areas shall be fenced, secure and have
29 access restricted or withheld from the general public.

30
31 **1-06.6 Recycled Materials**
32 (January 4, 2016 APWA GSP)

33
34 Delete this Section in its entirety.

35
36 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

37
38 **1-07.1 Laws to be Observed**
39 (June 16, 2006 G&O GSP)

40
41 This Section is supplemented with the following:

42
43 In cases of conflict between different safety regulations, the more stringent
44 regulation shall apply.
45

SPECIAL PROVISIONS - Continued

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

5
6 All Work under this Contract shall be performed in a safe manner. The
7 Contractor and all Subcontractors shall observe all rules and regulations of
8 the Washington State Department of Labor and Industries, rules and
9 regulations of OSHA, WISHA or any other jurisdiction, and all other
10 applicable safety standards. The Contractor shall be solely and completely
11 responsible for conditions of the job site, including safety of all persons and
12 property during performance of the Work. This requirement shall apply
13 continuously and not be limited to normal working hours.

14
15 The Engineer's review of the Contractor's Work plan, safety plan,
16 construction sequence, schedule or performance does not and is not
17 intended to include review or approval of the adequacy of the Contractor's
18 safety measures in, on, or near the construction site. The Engineer does
19 not purport to be a safety expert, is not engaged in that capacity under this
20 Contract, and has neither the authority nor the responsibility to enforce
21 construction safety laws, rules, regulations, or procedures, or to order the
22 stoppage of Work for claimed violations thereof.

23
24 The Contractor shall exercise every precaution at all times for the
25 prevention of accidents and the protection of persons (including employees)
26 and property. All exposed moving parts of equipment capable of inflicting
27 injury by accidental contact shall be protected with sturdy removable guards
28 in accordance with applicable safety regulations.

29

30 **1-07.2 Sales Tax**

31

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

34

35 **1-07.2 Sales Tax**

36 (June 27, 2011 APWA GSP)

37

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

44

SPECIAL PROVISIONS - Continued

1 The Contractor shall include all Contractor-paid taxes in the unit bid prices
2 or other contract amounts. In some cases, however, state retail sales tax
3 will not be included. Section 1-07.2(2) describes this exception.
4

5 The Contracting Agency will pay the retained percentage (or release the
6 Contract Bond if a FHWA funded project) only if the Contractor has
7 obtained from the Washington State Department of Revenue a certificate
8 showing that all contract-related taxes have been paid (RCW 60.28.051).
9 The Contracting Agency may deduct from its payments to the Contractor
10 any amount the Contractor may owe the Washington State Department of
11 Revenue, whether the amount owed relates to this contract or not. Any
12 amount so deducted will be paid into the proper State fund.
13

14 **1-07.2(1) State Sales Tax — Rule 171**

15
16 WAC 458-20-171, and its related rules, apply to building, repairing, or
17 improving streets, roads, etc., which are owned by a municipal
18 corporation, or political subdivision of the state, or by the United States,
19 and which are used primarily for foot or vehicular traffic. This includes
20 storm or combined sewer systems within and included as a part of the
21 street or road drainage system and power lines when such are part of the
22 roadway lighting system. For work performed in such cases, the
23 Contractor shall include Washington State Retail Sales Taxes in the
24 various unit bid item prices, or other contract amounts, including those that
25 the Contractor pays on the purchase of the materials, equipment, or
26 supplies used or consumed in doing the Work.
27

28 **1-07.2(2) State Sales Tax — Rule 170**

29
30 WAC 458-20-170, and its related rules, apply to the constructing and
31 repairing of new or existing buildings, or other structures, upon real
32 property. This includes, but is not limited to, the construction of streets,
33 roads, highways, etc., owned by the state of Washington; water mains and
34 their appurtenances; sanitary sewers and sewage disposal systems
35 unless such sewers and disposal systems are within, and a part of, a
36 street or road drainage system; telephone, telegraph, electrical power
37 distribution lines, or other conduits or lines in or above streets or roads,
38 unless such power lines become a part of a street or road lighting system;
39 and installing or attaching of any article of tangible personal property in or
40 to real property, whether or not such personal property becomes a part of
41 the realty by virtue of installation.
42

43 For Work performed in such cases, the Contractor shall collect from the
44 Contracting Agency, retail sales tax on the full contract price. The
45 Contracting Agency will automatically add this sales tax to each payment

SPECIAL PROVISIONS - Continued

1 to the Contractor. For this reason, the Contractor shall not include the
2 retail sales tax in the unit bid item prices, or in any other contract amount
3 subject to Rule 170, with the following exception.

4
5 Exception: The Contracting Agency will not add in sales tax for a payment
6 the Contractor or a Subcontractor makes on the purchase or rental of
7 tools, machinery, equipment, or consumable supplies not integrated into
8 the project. Such sales taxes shall be included in the unit bid item prices
9 or in any other contract amount.

10
11 **1-07.2(3) Services**

12
13 The Contractor shall not collect retail sales tax from the Contracting
14 Agency on any contract wholly for professional or other services (as
15 defined in Washington State Department of Revenue Rules 138 and 244).

16
17 **1-07.6 Permits and Licenses**

18 (January 2, 2018 WSDOT GSP, OPT1.FR1)

19
20 This Section is supplemented with the following:

21
22 The Contracting Agency has obtained the below-listed permit(s) for this
23 project. A copy of the permit(s) is attached as an appendix for informational
24 purposes. Copies of these permits, including a copy of the Transfer of
25 Coverage form, when applicable, are required to be onsite at all times.

26
27 Contact with the permitting agencies, concerning the below-listed permit(s),
28 shall be made through the Engineer with the exception of when the
29 Construction Stormwater General Permit coverage is transferred to the
30 Contractor, direct communication with the Department of Ecology is
31 allowed. The Contractor shall be responsible for obtaining Ecology's
32 approval for any Work requiring additional approvals (e.g. Request for
33 Chemical Treatment Form). The Contractor shall obtain additional permits
34 as necessary. All costs to obtain and comply with additional permits shall be
35 included in the applicable Bid items for the Work involved.

36
37 Right-of-Way Use Permit (Town will waive the plan review and permit fee)

38
39 Town Business License
40

SPECIAL PROVISIONS - Continued

1 **1-07.7 Load Limits**

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

3

4 This Section is supplemented with the following:

5

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

9

10 **1-07.9 Wages**

11

12 **1-07.9(5) Required Documents**

13

14 **1-07.9(5)A General**

15 (June 21, 2024 G&O GSP)

16

17 This Section is revised to read as follows:

18

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

27

28 **1-07.11 Requirements for Non-Discrimination**

29

30 **1-07.11(2) Contractual Requirements**

31 (November 25, 2024 APWA GSP)

32

33 Delete Item 11 of the first paragraph of this Section.

34

35 **1-07.13 Contractor's Responsibility for Work**

36 (March 31, 2010 G&O GSP)

37

38 **1-07.13(1) General**

39

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

41

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

SPECIAL PROVISIONS - Continued

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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.

SPECIAL PROVISIONS - Continued

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6

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.

Cable Comcast Ethan Cole (253) 999-2981 ethan_cole@comcast.com	Water and Sewer City of Bellevue Paige Young (425) 452-2067 pyound@bellevuewa.org
Electric and Gas Puget Sound Energy Kiara Skye (425) 213-9205 kiara.skye@pse.com	Telephone Lumen Fred Aston (863) 258-3261 Fred.A.Aston@lumen.com

7

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

8

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

9

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.

10

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.

11

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

12

SPECIAL PROVISIONS - Continued

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

13

14 **Payment**

15

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

20

21 **1-07.18 Public Liability and Property Damage Insurance**

22 (January 26, 2024 G&O GSP)

23

24 Delete this Section and replace it with the following:

25

26 **1-07.18(1) General Requirements**

27

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

35

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

39

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

43

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

45

SPECIAL PROVISIONS - Continued

- 1 E. The Contractor's and all Subcontractors' insurance coverage shall
2 be primary and non-contributory insurance as respects the
3 Contracting Agency's insurance, self-insurance, or insurance pool
4 coverage. Any insurance, self-insurance or self-insured pool
5 coverage maintained by the Contracting Agency shall be excess of
6 the Contractor's insurance and shall not contribute with it.
7
- 8 F. The Contractor shall provide the Contracting Agency and all
9 Additional Insured with written notice of any policy cancellation and
10 the date of effective cancellation within 2 business days of receipt.
11
- 12 G. The Contractor shall not begin work under the Contract until the
13 required insurance has been obtained and approved by the
14 Contracting Agency.
15
- 16 H. Failure on the part of the Contractor to maintain the insurance as
17 required shall constitute a material breach of Contract, upon which
18 the Contracting Agency may, after giving five business days notice to
19 the Contractor to correct the breach, immediately terminate the
20 Contract or, at its discretion, procure or renew such insurance and
21 pay any and all premiums in connection therewith, with any sums so
22 expended to be repaid to the Contracting Agency on demand, or at
23 the sole discretion of the Contracting Agency, offset against funds
24 due the Contractor from the Contracting Agency.
25
- 26 I. Under no circumstances shall a wrap up policy be obtained, for either
27 initiating or maintaining coverage, to satisfy insurance requirements
28 for any policy required under this Section. A "wrap up policy" is
29 defined as an insurance agreement or arrangement under which all
30 the parties working on a specified or designated project are insured
31 under one policy for liability arising out of that specified or designated
32 project.
33
- 34 J. All costs for insurance shall be incidental to and included in the unit
35 or lump sum prices of the Contract and no additional payment will be
36 made.
37

38 **1-07.18(2) Additional Insured**
39

40 All insurance policies, with the exception of Workers Compensation, shall
41 name the following listed entities as additional insured(s) using the forms or
42 endorsements required herein:
43

- 44 • The Contracting Agency and its officers, elected/appointed
45 officials, employees, agents, and volunteers;

SPECIAL PROVISIONS - Continued

- 1 • Gray & Osborne, Inc.

2
3 The above-listed entities shall be additional insured(s) for the full available
4 limits of liability maintained by the Contractor, irrespective of whether such
5 limits maintained by the Contractor are greater than those required by this
6 Contract, and irrespective of whether the Certificate of Insurance provided
7 by the Contractor pursuant to 1-07.18(4) describes limits lower than those
8 maintained by the Contractor.

9

10 **1-07.18(3) Subcontractors**

11

12 Contractor shall ensure that each Subcontractor of every tier obtains and
13 maintains at a minimum the insurance coverages listed in 1-07.18(5)A and
14 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall
15 provide evidence of such insurance.

16

17 **1-07.18(4) Verification of Coverage**

18

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

24

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

29

30 2. The Contractor shall obtain endorsement forms CG 2010 10
31 01, CG 2032 04 13 and CG 2037 04 13 or the equivalent of
32 each, naming the Contracting Agency and all other entities
33 listed in 1-07.18(2) as Additional Insured(s) and showing the
34 policy number. If the Contractor is unsuccessful in securing
35 these endorsements after exerting commercially reasonable
36 efforts, the Contractor shall obtain other endorsements
37 providing equivalent protection to the Additional Insured.
38 Commercially reasonable efforts shall be evidenced by a
39 signed statement by the Contractor's insurance broker
40 indicating that endorsement forms CG 2010 10 01, CG 2032
41 04 13 and CG 2037 04 13 are not available and the
42 endorsements submitted provide equivalent protection to the
43 Additional Insured.

44

SPECIAL PROVISIONS - Continued

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

3
4 4. A notation of coverage enhancements on the Certificate of
5 Insurance shall not satisfy these requirements; actual
6 endorsements must be submitted.

7
8 Upon request, the Contractor shall forward to the Contracting Agency
9 a full and certified copy of the insurance policy(s). If Builders Risk
10 Insurance is required on this project, a full and certified copy of that
11 policy is required when the Contractor delivers the signed Contract
12 for the Work.

13
14 **1-07.18(5) Coverages and Limits**

15
16 The insurance shall provide the minimum coverages and limits set forth
17 below. Providing coverage in these stated minimum limits shall not be
18 construed to relieve the Contractor from liability in excess of such limits. All
19 deductibles and self-insured retentions must be disclosed and are subject
20 to approval by the Contracting Agency. The cost of any claim payments
21 falling within the deductible shall be the responsibility of the Contractor.

22
23 **1-07.18(5)A Commercial General Liability**

24
25 Commercial General Liability insurance shall be written on coverage forms
26 at least as broad as ISO occurrence form CG 00 01, including but not limited
27 to liability arising from premises, operations, stop gap liability, independent
28 contractors, products-completed operations, personal and advertising
29 injury, and liability assumed under an insured contract. There shall be no
30 exclusion for liability arising from explosion, collapse or underground
31 property damage.

32
33 The Commercial General Liability insurance shall be endorsed to provide a
34 per project general aggregate limit, using ISO form CG 25 03 05 09 or an
35 equivalent endorsement.

36
37 Contractor shall maintain Commercial General Liability Insurance arising
38 out of the Contractor's completed operations for at least three years
39 following Substantial Completion of the Work.

40
41 Such policy must provide the following minimum limits:

42 \$2,000,000 Each Occurrence
 \$3,000,000 General Aggregate
 \$3,000,000 Products & Completed Operations Aggregate

SPECIAL PROVISIONS - Continued

\$2,000,000 Personal & Advertising Injury, each offence
\$2,000,000 Stop Gap/Employers' Liability each accident

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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:

\$2,000,000 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,

SPECIAL PROVISIONS - Continued

1 and damage to materials in transit or stored off-site. Such insurance shall
2 cover “soft costs” including but not limited to design costs, licensing fees,
3 and architect’s and engineer’s fees. Builders Risk insurance shall be written
4 in the amount of the completed value of the applicable portions of the
5 project, with no coinsurance provisions.

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

14
15 The Builders Risk insurance shall be maintained until the Physical
16 Completion Date.

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

24
25 Liability for facilities not covered by Builders Risk shall remain the
26 responsibility of the contractor.

27

28 **1-07.23 Public Convenience and Safety**

29

30 **1-07.23(1) Construction Under Traffic**

31 (May 2, 2017 G&O GSP)

32

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

34

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

SPECIAL PROVISIONS - Continued

1 operations. Snow and ice control will be performed by the Contracting
2 Agency or the Project will be shutdown at the Contracting Agency's
3 discretion. The Contractor shall perform the following:

- 4
- 5 1. Remove or repair any condition resulting from the Work that
6 might impede traffic or create a hazard.
- 7
- 8 2. Keep existing traffic signal and street lighting systems in
9 operation as the Work proceeds.
- 10
- 11 3. Maintain the striping on the roadway.
- 12
- 13 4. Maintain existing permanent signing.
- 14
- 15 5. Keep drainage systems clean and allow for unobstructed flow
16 of water.
- 17

18 **1-07.24 Rights of Way**
19 (July 20, 2020 G&O GSP)

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

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

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

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

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

SPECIAL PROVISIONS - Continued

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

17

18 **PUBLIC NOTIFICATION**

19

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

24

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

27

28 Notification shall be made to ensure that:

29

- 30 1. Parked vehicles are moved;
- 31
- 32 2. The public is aware that access may be temporarily impeded;
- 33
- 34 3. The public is aware that private improvements within the Work
35 area may be impacted.
- 36

36

37 Notification shall be as follows:

38

- 39 A. Pre-notification to residents, and businesses shall be provided
40 indicating the Contractor's intended construction schedule.
41 This notification shall precede the Work by a minimum of
42 10 calendar days. Wording shall be approved by the
43 Contracting Agency prior to the performance of any Work.
- 44

SPECIAL PROVISIONS - Continued

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

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

10
11 **Payment**

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

17 **1-08 PROSECUTION AND PROGRESS**

18
19 Add the following new section:

20
21 **1-08.0 Preliminary Matters (New Section)**
22 (May 25, 2006 APWA GSP)

23
24 **1-08.0(1) Preconstruction Conference**
25 (July 8, 2024 APWA GSP)

26
27 Prior to the Contractor beginning the work, a preconstruction conference
28 will be held between the Contractor, the Engineer and such other interested
29 parties as may be invited. The purpose of the preconstruction conference
30 will be:

- 31
- 32 1. To review the initial progress schedule;
 - 33
 - 34 2. To establish a working understanding among the various parties
35 associated or affected by the work;
 - 36
 - 37 3. To establish and review procedures for progress payment,
38 notifications, approvals, submittals, etc.;
 - 39
 - 40 4. To review DBE Requirements, Training Plans, and Apprenticeship
41 Plans, when applicable.
 - 42
 - 43 5. To establish normal working hours for the work;
 - 44

SPECIAL PROVISIONS - Continued

- 1 6. To review safety standards and traffic control; and
2
3 7. To discuss such other related items as may be pertinent to the work.
4
5 The Contractor shall prepare and submit at the preconstruction conference
6 the following:
7
8 1. A breakdown of all lump sum items;
9
10 2. A preliminary schedule of working drawing submittals; and
11
12 3. A list of material sources for approval if applicable.
13

14 Add the following new section:

15
16 **1-08.0(2) Hours of Work**
17 (December 8, 2014 APWA GSP)
18

19 Except in the case of emergency or unless otherwise approved by the
20 Engineer, the normal working hours for the Contract shall be any
21 consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday
22 through Friday, exclusive of a lunch break. If the Contractor desires different
23 than the normal working hours stated above, the request must be submitted
24 in writing prior to the preconstruction conference, subject to the provisions
25 below. The working hours for the Contract shall be established at or prior
26 to the preconstruction conference.
27

28 All working hours and days are also subject to local permit and ordinance
29 conditions (such as noise ordinances).
30

31 If the Contractor wishes to deviate from the established working hours, the
32 Contractor shall submit a written request to the Engineer for consideration.
33 This request shall state what hours are being requested, and why.
34 Requests shall be submitted for review no later than 48 hours prior to the
35 day(s) the Contractor is requesting to change the hours.
36

37 If the Contracting Agency approves such a deviation, such approval may be
38 subject to certain other conditions, which will be detailed in writing. For
39 example:
40

- 41 1. On non-Federal aid projects, requiring the Contractor to reimburse
42 the Contracting Agency for the costs in excess of straight-time costs
43 for Contracting Agency representatives who worked during such
44 times. (The Engineer may require designated representatives to be

SPECIAL PROVISIONS - Continued

1 present during the Work. Representatives who may be deemed
2 necessary by the Engineer include, but are not limited to: survey
3 crews; personnel from the Contracting Agency's material testing lab;
4 inspectors; and other Contracting Agency employees or third party
5 consultants when, in the opinion of the Engineer, such work
6 necessitates their presence.)
7

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

10
11 3. Considering multiple work shifts as multiple working days with
12 respect to contract time even though the multiple shifts occur in a
13 single 24-hour period.

14
15 4. If a 4-10 work schedule is requested and approved the non working
16 day for the week will be charged as a working day.

17
18 5. If Davis Bacon wage rates apply to this Contract, all requirements
19 must be met and recorded properly on certified payroll
20

21 **1-08.1 Subcontracting**

22
23 **1-08.1(7)A Payment Reporting**

24 (November 25, 2024 APWA GSP)

25
26 Delete this section and replace it with the following:

27
28 **1-08.1(7)A VACANT**

29
30 **1-08.1(8)B Clauses Required in Subcontracts of All Tiers**

31 (November 25, 2024 APWA GSP)

32
33 Delete Item 8 of the second paragraph of this Section.

34
35 **1-08.1(9) Submittal of Executed Contracts**

36 (November 1, 2024 G&O GSP)

37
38 This Section content and title is deleted and replaced with the following:

39
40 **“Vacant”**
41

SPECIAL PROVISIONS - Continued

1 **1-08.3 Progress Schedule**

2

3 **1-08.3(2)A Type A Progress Schedule**

4 (December 30, 2022 APWA GSP)

5

6 Revise this section to read:

7

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

15

16 **1-08.3(2)E Weekly Look-Ahead Schedule**

17 (January 26, 2024 G&O GSP)

18

19 This Section is supplemented with the following:

20

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

26

27 **1-08.4 Prosecution of Work**

28 (January 13, 2023 G&O GSP)

29

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

31

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

36

37 **1-08.5 Time for Completion**

38 (May 4, 2022 G&O GSP)

39

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

41

42 The Contractor shall complete all Contract Work within the number of
43 working days stated in the Contract Provisions or as extended by the
44 Engineer in accordance with Section 1-08.8. Every day will be counted as
45 a working day unless it is a nonworking day or an Engineer determined

SPECIAL PROVISIONS - Continued

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

11
12 Any unworkable day is defined as a half or whole day the Engineer declares
13 to be unworkable because of weather or conditions caused by the weather
14 that prevents satisfactory and timely performance of the Work. If the
15 Contractor works, regardless of the weather, that day shall be counted as a
16 working day. Other conditions beyond the control of the Contractor may
17 qualify for an extension of time in accordance with Section 1-08.8.

18
19 The Contract time shall begin on the first working day following the 10th
20 calendar day after the issuance of the written notice to proceed or the first
21 day on which the Contractor begins to perform Work on the site, whichever
22 first occurs. The Contract Provisions may specify another starting date for
23 the Contract time, in which case time will begin on the starting date
24 specified.

25
26 Each working day shall be charged to the Contract as it occurs until the
27 Work is physically complete. If requested by the Contractor in writing, the
28 Engineer will provide the Contractor with a weekly statement that shows the
29 number of working days: (1) charged to the Contract the week before; (2)
30 specified for the substantial and physical completion of the Contract; and
31 (3) remaining for the substantial and physical completion of the Contract.
32 The statement will also show the nonworking days and any partial or whole
33 days that the Engineer determines to be unworkable. If the Contractor
34 disagrees with any statement issued by the Engineer, the Contractor shall
35 submit a written protest within 10 calendar days after the date of the
36 statement. The protest shall be sufficiently detailed to enable the Engineer
37 to ascertain the basis for the dispute and the amount of time disputed. Any
38 statement that is not protested by the Contractor as required in this Section
39 shall be deemed as having been accepted. If the Contractor elects to work
40 10 hours a day for four days a week (a 4-10 schedule), the fifth day of the
41 week of that week will be charged as a working day if that day would be
42 chargeable as a working day if the Contractor had not elected to utilize the
43 4-10 schedule.

44

SPECIAL PROVISIONS - Continued

1 The Engineer will give the Contractor written notice of the Completion Date
2 of the Contract after all of the Contractor's obligations under the Contract
3 have been performed by the Contractor. The following events must occur
4 before the Completion Date will be established:
5

- 6 1. The physical Work on the project must be complete; and
7
- 8 2. The Contractor must furnish all documentation required by the
9 Contract and required by law, to allow the Contracting Agency
10 to process final acceptance of the Contract. The following
11 documents must be received by the Project Engineer prior to
12 establishing a Completion Date:
 - 13 a. Certified payrolls (per Section 1-07.9(5));
 - 14 b. Material acceptance certification documents;
 - 15 c. Final Contract Voucher certification;
 - 16 d. Property owner releases required by Section 1-07.24.
 - 17 e. Affidavits of Wages Paid for the Contractor and all
18 Subcontractors must be submitted to the Contracting
19 Agency.
 - 20 f. A copy of the Notice of Termination sent to the
21 Washington State Department of Ecology (Ecology);
22 the elapse of 30 calendar days from the date of receipt
23 of the Notice of Termination by Ecology; and no
24 rejection of the Notice of Termination by Ecology. This
25 requirement will not apply if the Construction
26 Stormwater General Permit is transferred back to the
27 Contracting Agency in accordance with
28 Section 8-01.3(16).

29
30
31
32
33
34
35
36 **1-08.8 Extension of Time**

37 (February 15, 2008 G&O GSP)

38
39 Delete Item 6 of the third paragraph and replace it with the following:

- 40
- 41 6. If the actual quantity of Work performed for a bid item was more than
42 the original Plan quantity and increased the duration of a critical
43 activity, and if the total extended bid price for that item at time of
44 award was equal to or greater than 10 percent of the total Contract
45 price at time of award. Extensions of time will be limited to only those

SPECIAL PROVISIONS - Continued

1 bid items where the quantity exceeded the original Plan quantity by
2 25 percent or more.

3

4 **1-08.9 Liquidated Damages**

5 (June 16, 2006 G&O GSP)

6

7 Delete this Section and replace it with the following:

8

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

13

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

25

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

36

SPECIAL PROVISIONS - Continued

1 **1-09 MEASUREMENT AND PAYMENT**

2
3 **1-09.2 Weighing Equipment**

4
5 **1-09.2(1) General Requirements for Weighing Equipment**

6 (November 25, 2024 APWA GSP, Option B)

7
8 Revise item 4 of the fifth paragraph to read:

- 9
10 4. Test results and scale weight records for each day's hauling
11 operations are provided to the Engineer daily. Reporting shall utilize
12 WSDOT form 422-027LP, Scaleman's Daily Report, unless the
13 printed ticket contains the same information that is on the
14 Scaleman's Daily Report Form. The scale operator must provide AM
15 and/or PM tare weights for each truck on the printed ticket.

16
17 (July 8, 2024 APWA GSP, Option C)

18
19 Revise the sixth and seventh paragraph to read:

20
21 **Trucks and Tickets** – Each truck to be weighed shall bear a unique
22 identification number. This number shall be legible and in plain view of the
23 scale operator. The Contractor shall provide Electronic tickets or Physical
24 tickets for all weighed materials. All Tickets shall, regardless of medium, at
25 a minimum, contain the following information:

- 26
27 1. Date of haul;
- 28
29 2. Contract number;
- 30
31 3. Contract unit Bid item;
- 32
33 4. Unit of measure;
- 34
35 5. Identification number of hauling vehicle; and
- 36
37 6. Weight delivered:
- 38
39 a. Net weight in the case of batch and hopper scales.
- 40
41 b. Gross weight, tare (a.m. and p.m. minimum) and net weight in
42 the case of platform scales (tare may be omitted if a tare beam
43 is used).
- 44

SPECIAL PROVISIONS - Continued

- 1 c. Approximate load out weight in the case of belt conveyor
2 scales.
3

4 Electronic-tickets shall be uploaded to the designated site so that they can
5 be accessed by the material receiver at the material delivery point. Physical
6 tickets shall be handed to the inspector at the delivery point at the time
7 materials are delivered. The material delivery point is defined as the location
8 where the material is incorporated into the permanent Work. The
9 Contractor's representative shall make report summaries available to the
10 Engineer's designated receiver, not later than the end of shift, for
11 reconciliation. Tickets for loads not verified as delivered will receive no pay.
12

13 **1-09.2(5) Measurement**

14 (December 30, 2022 APWA GSP)

15
16 Revise the first paragraph to read:

17
18 **Scale Verification Checks** – At the Engineer's discretion, the Engineer
19 may perform verification checks on the accuracy of each batch, hopper, or
20 platform scale used in weighing contract items of Work.
21

22 **1-09.6 Force Account**

23 (January 26, 2024 G&O GSP)

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

26
27 The terms of the Contract or of a change order may call for work or material
28 to be paid for by force account. If so, then the force account work will be
29 paid for as described in paragraph c below.
30

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

- 34
35 a. Contract unit bid prices previously approved; or
36
37 b. If there are no unit bid prices, an agreed lump sum; or
38
39 c. If the amount of the adjustment cannot be agreed upon in
40 advance or in the manner provided in subparagraph a. or b.
41 above, the cost will be determined by the actual cost of:
42
43 1. Labor including working foremen. Labor rates will
44 include the basic wage and fringe benefits, current
45 rates for Federal Insurance Compensation Act (FICA),

SPECIAL PROVISIONS - Continued

1 Federal Unemployment Tax Act (FUTA) and State
2 Unemployment Tax Act (SUTA), and the company's
3 present rates for medical aid and industrial insurance
4 premiums. Labor reimbursement calculations will be
5 based on a "Labor List" (List) prepared and submitted
6 by the Contractor and any Subcontractor before the
7 Contractor commences force account Work. The
8 Engineer may compare the List to payrolls and other
9 documents and may at any time, require the Contractor
10 to submit a new List.

11
12 In the event that an acceptable List is not received by
13 the time that force account calculations are begun, the
14 Engineer will develop a List unilaterally, utilizing the
15 best data available;

16
17 2. Materials and equipment incorporated permanently
18 into the Work;

19
20 3. The ownership or rental cost of equipment during the
21 time of use on the extra Work. Equipment rates shall
22 be as set forth in the then current AGC/WSDOT
23 Equipment Rental Agreement. These rates shall be full
24 compensation for all costs incidental to furnishing and
25 operating the equipment. The Contractor shall submit
26 copies of applicable portions of the AGC/WSDOT
27 Equipment Rental Agreement to the Engineer. The
28 rates listed in the Rental Rate Blue Book (as modified
29 by the current AGC/WSDOT Equipment Rental
30 Agreement) shall be full compensation for all fuel, oil,
31 lubrication, ordinary repairs, maintenance, and all other
32 costs incidental to furnishing and operating the
33 equipment except labor for operation; plus

34
35 4. For Services: compensation under force account for
36 specialized services shall be made based on an
37 invoice from the providing entity. Before Work is
38 started the Engineer may require the Contractor to
39 obtain multiple quotations for the service to be utilized
40 and select the provider with the prices and terms most
41 advantageous to the Contracting Agency. The
42 following activities will be considered services and shall
43 be compensated based on an invoice from the entity:

44
45 a. Biohazard abatement services

SPECIAL PROVISIONS - Continued

- 1 b. Camera Inspection services for Sewer/Storm
- 2 sewer
- 3 c. Commissioning services including
- 4 manufacturing startup services
- 5 d. Contaminated water and soil disposal fees
- 6 including lab analysis
- 7 e. Geotechnical Engineering services
- 8 f. Laboratory Testing
- 9 g. Professional Engineering Services
- 10 h. Sanitation Services such as trash or restroom
- 11 services
- 12 i. Sawcutting
- 13 j. Security of Surveillance Services
- 14 k. Surveying including aerial surveying
- 15 l. Vacuum Truck
- 16 m. Water Truck
- 17 n. Well Decommissioning

18

19 5. Overhead and Profit as follows:

20

21 For Work performed by the Contractor, an amount to

22 be agreed upon but not to exceed 15 percent of the

23 labor, material, and equipment cost agreed to by the

24 Engineer as compensation for supervision, small tools,

25 provisions for safety, home office and field overhead,

26 profit and other general conditions expenses,

27 including, but not limited to, insurance, bonds and

28 business & occupation taxes.

29

30 For Subcontractor work, the Subcontractor will be

31 allowed an amount to be agreed upon but not to

32 exceed 15 percent of the labor, material, service, and

33 equipment cost agreed to by the Engineer as

34 compensation for supervision, small tools, provisions

35 for safety, home office and field overhead, profit and

36 other general conditions expenses, including, but not

37 limited to, insurance, bonds and business & occupation

38 taxes. The Contractor will be allowed an additional

39 markup of 10 percent to compensate the Contractor for

40 all administrative costs, including home office and field

41 overhead, profit, bonds, insurance, business &

42 occupation taxes and any other costs incurred.

43

44 In no case will the total fixed fee for the Contractor, all

45 Subcontractors of all tiers exceed 30 percent.

SPECIAL PROVISIONS - Continued

1
2 (December 30, 2022 APWA GSP)
3 Supplement this Section with the following:
4

5 The Contracting Agency has estimated and included in the Proposal, dollar
6 amounts for all items to be paid per force account, only to provide a common
7 proposal for Bidders. All such dollar amounts are to become a part of
8 Contractor's total bid. However, the Contracting Agency does not warrant
9 expressly or by implication, that the actual amount of work will correspond
10 with those estimates. Payment will be made on the basis of the amount of
11 work actually authorized by the Engineer.
12

13 **1-09.7 Mobilization**

14 (June 6, 2006, G&O GSP)
15

16 Delete the second and third paragraph of this Section. This Section is
17 supplemented with the following:
18

19 Throughout construction and until the Physical Completion Date, the
20 Contractor shall thoroughly comb and search the Work site and surrounding
21 area and remove any waste construction material, empty containers, litter
22 and other debris, whether or not deposited by the Contractor, and tidy up
23 the surrounding general area to make it neat in appearance.
24

25 **ROUTINE CLEANING**

26
27 A. General:
28

- 29 1. Maintain all stored materials and equipment in an orderly
30 fashion allowing maximum access, not impeding drainage,
31 pedestrian or vehicle traffic.
32
- 33 2. Do not allow the accumulation of scrap, waste material, used
34 containers, debris and other items not required for the Work.
35
- 36 3. At least once a week, and more often if necessary, completely
37 remove all scrap, debris, and waste material from the Work
38 site.
39
- 40 4. Provide adequate storage for all materials awaiting removal
41 from the Work site, observing all requirements for fire
42 protection and protection of the environment.
43

SPECIAL PROVISIONS - Continued

1 B. Site:
2

- 3 1. Daily, and more often if necessary, inspect the Work site and
4 pick up all scrap, debris, and waste material. Remove all such
5 items to the place designated for their storage until they can
6 be disposed of.
7
8 2. Weekly, and more often if necessary, inspect the arrangement
9 of all materials and equipment stored on the Work site, re-
10 stack, tidy or otherwise rearrange them to meet the
11 requirements above.
12
13 3. Maintain the Work site at all times in a neat and orderly
14 condition meeting the approval of the Contracting Agency.
15

16 **FINAL CLEANING**

17
18 A. General:
19

20 Prior to final inspection, remove from the Work site all tools, surplus
21 materials, equipment, scrap, debris and waste. The Contractor shall
22 thoroughly comb and search the surrounding area and remove any
23 debris of any kind and tidy up the general area to make it neat in
24 appearance, including removal of debris not deposited by the
25 Contractor's operations.
26

27 **Payment**

28
29 "Mobilization, Cleanup, and Demobilization," lump sum.
30

31 The lump sum contract payment shall be full compensation for all costs
32 incurred by the Contractor in performing the Contract Work defined in this
33 Section. Payment for this item shall be made as follows:
34

- 35 1. Fifty percent of this item will be included in the first monthly
36 pay estimate after the Contractor is in full operation and
37 construction of the Work has began;
38
39 2. Forty percent of this item will be proportioned equally (based
40 on the number of working days in the Contract) and included
41 in each monthly pay estimate submitted by the Contractor.
42 The Contractor shall provide regular and ongoing cleanup.
43 Failure of the Contractor to provide regular ongoing cleanup
44 will be cause for permanent forfeiture of the monthly payment
45 for each month that the cleanup is not performed as required.

SPECIAL PROVISIONS - Continued

1 If cleanup is not performed during a monthly pay period, it
2 shall not be subject to reimbursement under any following
3 monthly pay estimate, and the lump sum amount due will be
4 adjusted accordingly.

5
6 3. Ten percent of this item will be included in the estimate issued
7 when the Physical Completion Date is achieved, including the
8 removal of all equipment from the Work site.

9

10 **1-09.8 Payment for Material on Hand**

11 (June 16, 2006 G&O GSP)

12

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

14

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

18

- 19 1. Meet the requirements of the Plans and Specifications;
- 20
- 21 2. Are delivered to or stockpiled near the Work site or to another
22 Engineer-approved storage site; and
- 23
- 24 3. Consist of: piping material, reinforcing steel, bronze plates,
25 structural steel; machinery; piling, timber and lumber (not
26 including forms and falsework), large signs unique to the
27 Work, prestressed concrete beams or girders, or other
28 material the Engineer may approve.
- 29

29

30 **1-09.9 Payments**

31 (July 25, 2024 G&O GSP)

32

33 This Section is revised to read:

34

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

37

38 The Contractor shall submit a breakdown of the cost of lump sum bid items
39 at the Preconstruction Conference, to enable the Project Engineer to
40 determine the Work performed on a monthly basis. Lump sum item
41 breakdowns are not required when the bid price for the lump sum item is
42 less than \$20,000. A breakdown is not required for lump sum items that
43 include a basis for incremental payments as part of the respective
44 Specification. Absent a lump sum breakdown, the Project Engineer will

SPECIAL PROVISIONS - Continued

1 make a determination based on information available. The Project
2 Engineer's determination of the cost of work shall be final.
3

4 Progress payments for completed work and material on hand will be based
5 upon progress estimates prepared by the Engineer. A progress estimate
6 cutoff date will be established at the preconstruction conference.
7

8 The initial progress estimate will be made not later than 30 days after the
9 Contractor commences the work, and successive progress estimates will
10 be made every month thereafter until the Completion Date. Progress
11 estimates made during progress of the work are tentative, and made only
12 for the purpose of determining progress payments. The progress estimates
13 are subject to change at any time prior to the calculation of the final
14 payment.
15

16 The value of the progress estimate will be the sum of the following:
17

- 18 1. Unit Price Items in the Bid Form — the approximate quantity of
19 acceptable units of work completed multiplied by the unit price.
20
- 21 2. Lump Sum Items in the Bid Form — based on the approved
22 Contractor's lump sum breakdown for that item, or absent such a
23 breakdown, based on the Engineer's determination.
24
- 25 3. Materials On Hand — 90 percent of invoiced cost of material
26 delivered to Job site or other storage area approved by the Engineer.
27
- 28 4. Change Orders — entitlement for approved extra cost or completed
29 extra work as determined by the Engineer.
30

31 Progress payments will be made in accordance with the progress estimate
32 less:
33

- 34 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
35
- 36 2. The amount of progress payments previously made; and
37
- 38 3. Funds withheld by the Contracting Agency for disbursement in
39 accordance with the Contract Documents.
40

41 Progress payments for work performed shall not be evidence of acceptable
42 performance or an admission by the Contracting Agency that any work has
43 been satisfactorily completed. The determination of payments under the
44 contract will be final in accordance with Section 1-05.1.
45

SPECIAL PROVISIONS - Continued

1 Failure to perform any of the obligations under the Contract by the
2 Contractor may be decreed by the Contracting Agency to be adequate
3 reason for withholding any payments until compliance is achieved.
4

5 Upon completion of all Work and after final inspection (Section 1-05.11), the
6 amount due the Contractor under the Contract will be paid based upon the
7 final estimate made by the Engineer and presentation of a Final Contract
8 Voucher Certification to be signed by the Contractor. The Contractor's
9 signature on such voucher shall be deemed a release of all claims of the
10 Contractor unless a Certified Claim is filed in accordance with the
11 requirements of Section 1-09.11 and is expressly excepted from the
12 Contractor's certification on the Final Contract Voucher Certification. The
13 date the Contracting Agency signs the Final Contract Voucher Certification
14 constitutes the final acceptance date (Section 1-05.12).
15

16 If the Contractor fails, refuses, or is unable to sign and return the Final
17 Contract Voucher Certification or any other documentation required for
18 completion and final acceptance of the Contract, the Contracting Agency
19 reserves the right to establish a Completion Date (for the purpose of
20 meeting the requirements of RCW 60.28) and unilaterally accept the
21 Contract. Unilateral final acceptance will occur only after the Contractor has
22 been provided the opportunity, by written request from the Engineer, to
23 voluntarily submit such documents. If voluntary compliance is not achieved,
24 formal notification of the impending establishment of a Completion Date and
25 unilateral final acceptance will be provided by email with delivery
26 confirmation from the Contracting Agency to the Contractor, which will
27 provide 30 calendar days for the Contractor to submit the necessary
28 documents. The 30 calendar day period will begin on the date the email with
29 delivery confirmation is received by the Contractor. The date the Contracting
30 Agency unilaterally signs the Final Contract Voucher Certification shall
31 constitute the Completion Date and the final acceptance date
32 (Section 1-05.12). The reservation by the Contracting Agency to unilaterally
33 accept the Contract will apply to Contracts that are Physically Completed in
34 accordance with Section 1-08.5, or for Contracts that are terminated in
35 accordance with Section 1-08.10. Unilateral final acceptance of the
36 Contract by the Contracting Agency does not in any way relieve the
37 Contractor of their responsibility to comply with all Federal, State, tribal, or
38 local laws, ordinances, and regulations that affect the Work under the
39 Contract.
40

41 Payment to the Contractor of partial estimates, final estimates, and retained
42 percentages shall be subject to controlling laws.
43

SPECIAL PROVISIONS - Continued

1 **1-09.11 Disputes and Claims**

2

3 **1-09.11(3) Time Limitation and Jurisdiction**

4 (December 30, 2022 APWA GSP)

5

6 Revise this section to read:

7

8 For the convenience of the parties to the Contract it is mutually agreed by
9 the parties that all claims or causes of action which the Contractor has
10 against the Contracting Agency arising from the Contract shall be brought
11 within 180 calendar days from the date of final acceptance
12 (Section 1-05.12) of the Contract by the Contracting Agency; and it is further
13 agreed that all such claims or causes of action shall be brought only in the
14 Superior Court of the county where the Contracting Agency headquarters is
15 located, provided that where an action is asserted against a county, RCW
16 36.01.050 shall control venue and jurisdiction. The parties understand and
17 agree that the Contractor's failure to bring suit within the time period
18 provided, shall be a complete bar to all such claims or causes of action. It
19 is further mutually agreed by the parties that when claims or causes of
20 action which the Contractor asserts against the Contracting Agency arising
21 from the Contract are filed with the Contracting Agency or initiated in court,
22 the Contractor shall permit the Contracting Agency to have timely access to
23 all records deemed necessary by the Contracting Agency to assist in
24 evaluating the claims or action.

25

26 **1-09.13 Claims Resolution**

27

28 **1-09.13(1)A General**

29 (December 30, 2022 APWA GSP)

30

31 Revise this section to read:

32

33 Prior to seeking claims resolution through arbitration or litigation, the
34 Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11.
35 The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full
36 as a condition precedent to the Contractor's right to seek claim resolution
37 through binding arbitration or litigation.

38

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

42

43 The Contractor and the Contracting Agency mutually agree that those
44 claims or causes of action which total \$1,000,000 or less, which are not

SPECIAL PROVISIONS - Continued

1 resolved by mediation, shall be resolved through litigation unless the parties
2 mutually agree in writing to resolve the claim through binding arbitration.

3
4 The Contractor and the Contracting Agency mutually agree that those
5 claims or causes of action in excess of \$1,000,000, which are not resolved
6 by mediation, shall be resolved through litigation unless the parties mutually
7 agree in writing to resolve the claim through binding arbitration.

8
9 **1-09.13(3)A Arbitration General**

10 (January 19, 2022 APWA GSP)

11
12 Revise the third paragraph to read:

13
14 The Contracting Agency and the Contractor mutually agree to be bound by
15 the decision of the arbitrator, and judgment upon the award rendered by the
16 arbitrator may be entered in the Superior Court of the county in which the
17 Contracting Agency's headquarters is located, provided that where claims
18 subject to arbitration are asserted against a county, RCW 36.01.050 shall
19 control venue and jurisdiction of the Superior Court. The decision of the
20 arbitrator and the specific basis for the decision shall be in writing. The
21 arbitrator shall use the Contract as a basis for decisions.

22
23 **1-09.13(4) Venue for Litigation**

24 (December 30, 2022 APWA GSP)

25
26 Revise this section to read:

27
28 Litigation shall be brought in the Superior Court of the county in which the
29 Contracting Agency's headquarters is located, provided that where claims
30 are asserted against a county, RCW 36.01.050 shall control venue and
31 jurisdiction of the Superior Court. It is mutually agreed by the parties that
32 when litigation occurs, the Contractor shall permit the Contracting Agency
33 to have timely access to all records deemed necessary by the Contracting
34 Agency to assist in evaluating the claims or action.

DIVISION 2
EARTHWORK

1 **DIVISION 2**

2
3 **EARTHWORK**

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

6
7 **2-01.1 Description**

8 (December 7, 2006 G&O GSP)

9
10 This Section is supplemented with the following:

11
12 Clearing and grubbing on this project shall be performed within the
13 clearing limits shown on the Plans. The area to be cleared and grubbed
14 shall extend to 1 foot beyond the improvements (i.e., toe of fill, top of cut
15 slope, fence, sidewalk, pavement removal area, pavement, curb, etc.)
16 unless indicated otherwise on the Plans. The Contractor shall coordinate
17 with the Engineer to protect and leave in place those trees, landscaping,
18 or other items specifically identified to be saved. Where such is required,
19 the Contractor shall flag those trees, shrubs, etc., to identify to his
20 workforce their need to be saved.

21
22 Existing landscaping, including but not limited to, rockeries, beauty bark,
23 decorative gravel or rock, bushes, trees, and shrubbery within and/or
24 adjacent to the work areas shall be protected from damage and/or
25 removed and/or relocated as indicated on the Plans. The Contractor shall
26 provide protection, removal, temporary or permanent relocation, watering,
27 staking, etc., as directed by the Engineer.

28
29 Unless indicated otherwise on the Plans, the property owners shall be
30 allowed to remove and/or relocate trees, shrubs, irrigation, wood headers,
31 ornamental plants, and any other decorative landscaping materials within
32 the work areas that they wish to save. The Contractor shall notify both
33 verbally and in writing (by certified mail) all abutting property owners and
34 allow them a minimum of two weeks from the date the property owner is
35 notified for the property owner to remove landscaping within the work
36 area. The Contractor shall submit a checklist to the Contracting Agency
37 verifying notification of property owners of landscaping relocation
38 requirements. The Contractor shall remove and wastehaul all such items
39 not removed by the property owner. Prior to the removal of the
40 landscaping materials, the Contractor must receive approval from the
41 Engineer to begin this work.

42
43 If the Contractor removes or damages any existing vegetation,
44 landscaping item or private irrigation system not designated for removal
45 because of any act, omission, neglect or misconduct in the execution of

SPECIAL PROVISIONS - Continued

1 the work, such items shall be restored or replaced in kind by the
2 Contractor to a condition similar or equal to that existing before such
3 damage or removal occurred.
4

5 **2-01.2 Disposal of Usable Material and Debris**

6 (December 7, 2006 G&O GSP)
7

8 Delete the third paragraph of this Section and replace with the following:
9

10 Refuse and debris shall be loaded and hauled to a waste site secured by
11 the Contractor and shall be disposed of in such a manner as to meet all
12 requirements of state, county, and municipal regulations regarding health,
13 safety and public welfare.
14

15 **2-01.5 Payment**

16 (March 6, 2016 G&O GSP)
17

18 This Section is supplemented with the following:
19

20 The lump sum contract price for "Clearing and Grubbing" shall include all
21 costs associated with furnishing all labor, materials, tools, and equipment
22 for completion of clearing and grubbing as indicated on the Plans and
23 specified herein including, but not limited to, clearing and grubbing,
24 wastehaul, notification/coordination with property owners and Contracting
25 Agency, protecting landscaping to remain, restoration/replacement of
26 those items identified to be saved that are damaged by the Contractor,
27 and landscaping relocations as indicated on the Plans and specified
28 herein.
29

30 **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

31 **2-02.1 Description**

32 (November 24, 2010 G&O GSP)
33
34

35 This Section is supplemented with the following:
36

37 This work also consists of removing, handling and disposing of deleterious
38 material or debris encountered during trail, driveway, and trench
39 excavation or other work as indicated on the Plans within the Project site,
40 including, but not limited to, existing pipes, utility structures or
41 appurtenances, riprap, buried concrete including thrust blocks, concrete
42 footings and/or slabs, buried logs or debris, fences, landscaping items,
43 rock walls, and any and all other structures and obstructions (unless a
44 separate bid item has been provided for this work). All salvageable items

SPECIAL PROVISIONS - Continued

1 shall be removed and delivered to the Contracting Agency unless
2 indicated otherwise on the Plans.

3

4 **2-02.3 Construction Requirements**

5 (January 7, 2013 G&O GSP)

6

7 This Section is supplemented with the following:

8

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

14

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

19

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

28

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

33

34 **2-02.3(3) Removal of Pavement, Sidewalks, Curbs and Gutters**

35 (January 4, 2010 G&O GSP)

36

37 This Section is supplemented with the following:

38

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

SPECIAL PROVISIONS - Continued

1
2 Where shown on the Plans or where directed in the field by the Engineer,
3 the Contractor shall make a neat vertical saw-cut at the boundaries of the
4 area to be removed. Care shall be taken during sawcutting so as to
5 prevent damage to the existing asphalt concrete, or concrete, to remain in
6 place. Any pavement or concrete damaged by the Contractor outside the
7 area scheduled for removal due to the Contractor's operations or
8 negligence shall be repaired or replaced to the Contracting Agency's
9 satisfaction by the Contractor at no additional cost to the Contracting
10 Agency.

11
12 All cuts shall be continuous, full depth, and shall be made with saws
13 specifically equipped for this purpose. No skip cutting or jack hammering
14 will be allowed unless specifically approved otherwise in writing by the
15 Engineer.

16
17 Wheel cutting or jack hammering shall not be considered an acceptable
18 means of pavement "cutting," unless pre-approved in writing by the
19 Engineer. However, even if pre-approved as a method of cutting, no
20 payment will be made for this type of work, and it shall be included in the
21 various unit contract and lump sum prices listed in the Proposal.

22
23 The location of all pavement cuts shall be pre-approved by the Engineer in
24 the field before cutting commences.

25
26 All water and slurry material resulting from sawcutting operations shall not
27 be allowed to enter the storm drainage or sanitary sewer system and shall
28 be removed from the site and disposed of in accordance with the
29 Washington State Department of Ecology regulations.

30
31 **2-02.4 Measurement (New Section)**

32 (*****)

33
34 Measurement for "Remove Asphalt Pavement" will be per square yard as
35 measured in the field.

36
37 **2-02.5 Payment**

38 (November 24, 2010 G&O GSP)

39
40 This Section is supplemented with the following:

41
42 All costs for sawcutting as indicated in the Plans and as may be
43 additionally necessary to construct the Project shall be included in the unit
44 contract and lump sum prices as listed in the Proposal. No additional or
45 separate payment will be made for sawcutting.

SPECIAL PROVISIONS - Continued

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

“Remove Asphalt Pavement,” per square yard.

The unit contract price per square yard for “Remove Asphalt Pavement” shall be full compensation for furnishing all tools, labor, equipment, materials, and incidentals necessary for removing, loading, hauling, disposing of existing asphalt pavement where noted on the Plans.

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.

SPECIAL PROVISIONS - Continued

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

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."

SPECIAL PROVISIONS - Continued

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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.

Measurement of Gravel Borrow, Incl. Haul will be per ton.

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:

SPECIAL PROVISIONS - Continued

1 “Excavation, Embankment and Grading, Incl. Haul,” per cubic yard.

2
3 The unit contract price per cubic yard for “Excavation, Embankment and
4 Grading, Incl. Haul” shall be full pay for all materials, tools, labor, and
5 equipment necessary for excavation to the grade lines shown including,
6 but not limited to, haul, stockpiling, embankment construction with suitable
7 excavated material, placing, shaping, and grading per Section 2-03,
8 Subgrade Preparation per Section 2-06, Watering per Section 2-07,
9 compacting, testing, loading, hauling to waste and disposing of all excess
10 or unsuitable material, including logs, rocks, cobbles, etc. The unit
11 contract price shall also include all costs required to uniformly grade and
12 clean existing and/or new ditches to drain to existing and/or proposed
13 drainage structures and the earthwork required for construction of
14 driveways.

15
16 In the event the Contractor overcuts a street, due to his oversight or error,
17 the structural fill material (as approved by Contracting Agency) and
18 compaction required to bring the roadway section back to subgrade
19 elevation shall be furnished and accomplished at his sole expense, as no
20 additional payment will be due the Contractor for this work.

21
22 Should solid rock be encountered, the excavation, removal and wastehaul
23 will be paid by change order per Section 1-04.4. Boulders or broken rock
24 less than 2 cubic yards in volume will not be classified as solid rock, nor
25 will so called “hard-pan” or cemented gravel, even though it may be
26 advantageous to use explosives in its removal.

27
28 “Gravel Borrow, Incl. Haul,” per ton.

29
30 The unit contract price per ton for “Gravel Borrow, Incl. Haul” shall be full
31 pay for all costs relative to furnishing, hauling, placing, shaping and
32 compacting and testing the gravel borrow material, as indicated on the
33 Plans, and as otherwise required and approved in the field by the
34 Contracting Agency.

35
36 **2-04 HAUL**

37
38 **2-04.1 Description**

39 (June 16, 2006 G&O GSP)

40
41 This Section is supplemented with the following:

42
43 If the sources of materials provided by the Contractor necessitates hauling
44 over any public roads, the Contractor shall, at the Contractor’s expense,

SPECIAL PROVISIONS - Continued

1 make all arrangements for the use of the haul routes. No separate monies
2 will be due the Contractor for this work.

3

4 **2-06 SUBGRADE PREPARATION**

5

6 **2-06.3(1) Subgrade for Surfacing**

7 (June 16, 2006 G&O GSP)

8

9 This Section is supplemented with the following:

10

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

13

14 **2-07 WATERING**

15

16 **2-07.3 Construction Requirements**

17 (November 24, 2010 G&O GSP)

18

19 This Section is supplemented with the following:

20

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

26

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

30

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

34

35 **2-07.5 Payment**

36 (May 5, 2016 G&O GSP)

37

38 This Section is supplemented with the following:

39

40 The cost for all water permit(s), and furnishing and placing water shall be
41 included in the unit contract price for "Excavation, Embankment and
42 Grading, Incl. Haul."

43

1 **2-09 STRUCTURE EXCAVATION**

2
3 **2-09.3(1) General Requirements**
4 (August 1, 2009 G&O GSP)

5
6 This Section is supplemented with the following:

7
8 When any Work is being considered by the Contractor in the vicinity of an
9 existing utility, the Contractor shall so inform an authority of the particular
10 utility in ample time so that the utility involved and the Contractor may take
11 any precautions necessary to facilitate construction in the vicinity of the
12 utility, and thereby protect that particular utility from damage.

13
14 **Protecting and Maintaining Utility Service**

15
16 The Contractor shall protect and maintain the operational service of
17 existing utility systems in a continuous manner as possible. The
18 Contractor shall have the approval from the Engineer and notification shall
19 be given to the Contracting Agency before any disruptions of service in
20 existing utilities will be allowed. The Contractor shall comply with all the
21 conditions established by the Engineer and the Contracting Agency. The
22 Contractor shall give the utility owner a minimum notice of 48 hours before
23 disrupting any planned service interruption. No planned interruption to an
24 existing system shall be allowed on Fridays, weekends, or holidays,
25 unless specifically agreed to in writing by the Contracting Agency. Where
26 services are to be shut down, affected parties shall be notified in writing by
27 the Contractor (i.e., door hangers) at least 48 hours and not more than
28 72 hours in advance of the time and period of shut down. The Contractor
29 shall make every effort to keep shut down schedules to periods of
30 anticipated minimum usage and for the least period of time.

31
32 Where the construction crosses or is adjacent to existing utilities, the
33 Contractor shall exercise extreme care to protect such utilities from
34 damage. Additionally, the Contractor shall review the Plans, the project
35 site and familiarize himself with the various utilities and plan his
36 construction activities in recognition that the very close proximity of
37 existing utilities to the proposed work will adversely affect production rates
38 of installation of the various planned improvements. The Contractor is
39 hereby advised and cautioned that the location of existing utilities will be
40 cause for considerable and extreme care and due diligence on the part of
41 the Contractor. As such, work production rates are anticipated to be
42 significantly impacted by their presence and normal production rates
43 should not be anticipated, during construction by the Contractor for work in
44 these areas. The Contractor shall anticipate minor alignment adjustments
45 will also be required to accommodate the installation of utilities.

SPECIAL PROVISIONS - Continued

1 **2-09.3(5) Locating Utilities (New Section)**

2 (March 3, 2011 G&O GSP)

3

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

8

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

23

24 **2-09.4 Measurement**

25 (March 3, 2011 G&O GSP)

26

27 This Section is supplemented with the following:

28

29 No specific unit of measurement shall apply to the lump sum item of locate
30 existing utilities.

31

32 **2-09.5 Payment**

33 (March 3, 2011 G&O GSP)

34

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

36

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

39

40 "Locate Existing Utilities," per lump sum.

41

42 The lump sum contract price for "Locate Existing Utilities" shall be full
43 compensation for all costs incurred by the Contractor in performing the
44 work. This bid item shall be paid proportionate to the installation of all
45 utilities, complete and in place.

DIVISION 3

AGGREGATE PRODUCTION AND ACCEPTANCE

1 **DIVISION 3**

2
3 **AGGREGATE PRODUCTION AND ACCEPTANCE**

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

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

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

10 (August 16, 2012 G&O GSP)

11
12 This Section is supplemented with the following:

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

DIVISION 4

BASES

1 **DIVISION 4**

2 **BASES**

3
4
5 **4-04 BALLAST AND CRUSHED SURFACING**

6
7 **4-04.4 Measurement**

8 (March 17, 2016 G&O GSP)

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

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

14
15 **4-04.5 Payment**

16 (March 17, 2016 G&O GSP)

17
18 This Section is supplemented with the following:

19
20 The unit contract prices for the various types of gravel, ballast, structural fill,
21 crushed surfacing base course, and crushed surfacing top course materials
22 shall include all costs for obtaining the materials, hauling the materials to
23 the site, stockpiling, spreading, grading, shaping, moisture conditioning,
24 compacting, material and compaction testing, and all other incidentals,
25 complete, in place.

26
27 The unit contract price per square yard for “Reinforced Gravel Driveway,
28 Incl. Conc. Curb” shall be full compensation for all labor, tools, equipment,
29 materials, and incidentals required to perform the work as specified
30 including, but not limited to, forming, joint material, furnishing and installing
31 the concrete curb (Class 4000), protecting the work, HDPE grid material
32 and gravel and all other incidentals needed for a complete driveway surface.

DIVISION 8

MISCELLANEOUS CONSTRUCTION

1 **DIVISION 8**

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3 **MISCELLANEOUS CONSTRUCTION**

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

6
7 **8-01.3 Construction Requirements**

8 (May 4, 2020 G&O GSP)

9
10 This Section is supplemented with the following:

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

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

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

31
32 **8-01.3(1)A Submittals**

33 (May 4, 2020 G&O GSP)

34
35 This Section is supplemented with the following:

36
37 The Contractor shall be required to prepare, maintain, and update the
38 Temporary Erosion and Sedimentation Control (TESC) Plan, as may be
39 required during the course of the Project. The details included are
40 provided solely for the establishment of basic erosion control measures
41 and are not intended to be a complete plan.

SPECIAL PROVISIONS - Continued

1 **8-01.3(9)D Inlet Protection**

2 (May 4, 2020 G&O GSP)

3
4 This Section is supplemented with the following:

5
6 All catch basins grates within the project limits and adjacent areas shall
7 have inlet protection installed to prevent sedimentation from entering the
8 storm system. The inlet protection shall be routinely cleaned of sediment
9 to prevent plugging. This sediment shall be regularly removed, loaded,
10 and hauled to waste whenever it presents a potential surface
11 accumulation problem or concern to the Contracting Agency.

12
13 **8-01.4 Measurement**

14 (May 4, 2020 G&O GSP)

15
16 This Section is supplemented with the following:

17
18 No specific unit of measure will apply to erosion control and water
19 pollution prevention.

20
21 **8-01.5 Payment**

22 (May 4, 2020 G&O GSP)

23
24 Supplement this Section with the following:

25
26 Payments will be made in accordance with Section 1-04.1 for the following
27 Bid Item(s):

28
29 “Erosion Control and Water Pollution Prevention”

30
31 The lump sum contract price for “Erosion Control and Water Pollution
32 Prevention” shall include all costs for preparing and implementing a TESC
33 plan, including furnishing, installing, maintaining, removal of erosion/water
34 pollution prevention devices.

35
36 **8-02 ROADSIDE RESTORATION**

37
38 **8-02.2 Materials**

39 (May 4, 2020 G&O GSP)

40
41 This Section shall be supplemented with the following:

42
43 Grass seed, of the following composition, proportion, and quality shall be
44 applied at the rates shown below on all areas requiring roadside seeding
45 within the project:

SPECIAL PROVISIONS - Continued

1

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

2

3

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

4

5

6

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

7

8

9

10

11

12

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

13

14

15

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

16

17

18

8-02.3(3)B Chemical Pesticides

19

(May 4, 2020 G&O GSP)

20

21

This Section is supplemented with the following:

22

23

No chemical herbicides will be allowed in planting areas.

24

25

8-02.3(4) Topsoil

26

(January 7, 2013 G&O GSP)

27

28

This Section is supplemented with the following:

29

30

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.

31

32

33

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, as shown on the Plans.

34

35

36

37

SPECIAL PROVISIONS - Continued

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

2 (May 4, 2020 G&O GSP)

3
4 This Section is supplemented with the following:

5
6 Imported Topsoil, Type A, shall be 10 percent compost by volume and
7 90 percent sandy loam by volume as defined by USDA soil texture
8 triangle, screened through a 3/8-inch screen or approved equal. Compost
9 shall be made from ground yard waste that has first been screened
10 through a 5/8-inch trammel screen. The composting process shall include
11 five 3-day periods during which the compost temperature is 131 to
12 165 degrees Fahrenheit. The total composting time period shall be a
13 minimum of 4 months. Topsoil shall be weed free.

14
15 **8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation**

16 (May 4, 2020 G&O GSP)

17
18 This Section is supplemented with the following:

19
20 **Seeding, Sod and Planter Strip Areas:** Finished grades of planting and
21 seeding areas shall allow for soil preparation and mulch. Finished grades
22 shall be as follows:

23
24 Seeding and Sod Areas: 1 inch below all walks, curbs, and/or
25 hard-surface edges.

26
27 Perform all excavation and backfill necessary to provide finish grade of
28 landscape areas as indicated and specified. Remove from site excess
29 and unsuitable material. Landscape areas shall be graded to lines,
30 grades, and cross sections indicated. Grades shall meet the following:

- 31
32 1. Maximum 2:1 slope, unless otherwise indicated.
33
34 2. Smooth and round off surfaces at abrupt grade changes.
35
36 3. Feather grades to meet existing gradually. Rake planting areas
37 smooth and remove surface rocks over 2-inches diameter.
38
39 4. Provide minimum 2 percent crown or slope in all landscape areas.
40 The Contractor is responsible for any adverse drainage conditions
41 that may affect plant growth, unless he contacts the Project
42 Engineer immediately indicating any possible problem.

43
44 Finish grades shall be inspected and accepted by the Contracting Agency
45 prior to commencing planting or seeding work.

SPECIAL PROVISIONS - Continued

1
2 The costs of removing all excess material and debris shall be considered
3 incidental to the Project and as such merged in the various items bid.

4
5 **Final Acceptance**

6
7 Final acceptance by the Contracting Agency for soil preparation will be
8 contingent on the approval of all inspections, and that the soil preparation
9 is consistent with these specifications and with the Plans.

10
11 **8-02.3(10)C Lawn Establishment**
12 (May 4, 2020 G&O GSP)

13
14 This Section is supplemented with the following:

15
16 **Inspection and Substantial Completion**

17
18 After completion of all sodding and seeding, including the post-planting
19 fertilization which follows the first mowing, the Contracting Agency will
20 review the sodded or seeded areas for adequacy. Areas not fully
21 established (sod) or germinated (seeded) with a uniform stand of grass, or
22 areas damaged through any cause prior to this inspection shall be
23 resodded/reseeded, by the Contractor as herein specified and at the
24 Contractor's sole expense as no additional monies will be due the
25 Contractor. "Uniform stand of grass" shall signify complete cover of lush,
26 thriving, green grass with no bare spots.

27
28 **Reseeding**

29
30 Reseed and fertilize with 6-2-4 at a rate of 400 pounds (30 pounds) per
31 1,000 square foot, all areas failing to show a uniform stand of grass after
32 germination of seed, or damage through any cause before physical
33 completion of the Project.

34
35 **8-02.4 Measurement**
36 (May 4, 2020 G&O GSP)

37
38 Delete all paragraphs under this Section and replace with the following:

39
40 Topsoil will be measured by the cubic yard to the nearest 0.5 cubic yard in
41 the haul conveyance or container at the point of delivery. The Inspector
42 shall be given a copy of the trip ticket or other such evidence, which lists
43 the quantity delivered and placed on site. The Contractor shall coordinate
44 same.
45

SPECIAL PROVISIONS - Continued

1 Seeding, fertilizing and mulching will be measured by the square yard by
2 ground slope measurement.

3

4 **8-02.5 Payment**

5 (May 4, 2020 G&O GSP)

6

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

8

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

11

12 "Topsoil, Type __," per cubic yard.

13

14 The unit contract price per cubic yard for "Topsoil, Type __" shall be full
15 pay for all costs necessary for providing the source of material for topsoil
16 Type __, for pre-excavation weed control, excavating, loading, hauling,
17 intermediate windrowing, stockpiling, weed control on stockpiles or
18 windrows, and removal, furnishing, placing, cultivating, spreading,
19 processing, and compacting the topsoil.

20

21 "Seeding, Fertilizing and Mulching," per square yard.

22

23 The unit contract price per square yard for "Seeding, Fertilizing and
24 Mulching" shall include all costs necessary to prepare the area, furnish
25 and install the seed, fertilizer, mulch and tackifier, erect barriers, control
26 weeds, establish lawn areas, water, mow, complete the Work as specified,
27 and reseed as needed.

28

29 "Property Restoration," estimated.

30

31 Payment for property restoration that is not included in the contract lump
32 sum or unit bid items, and directed to be completed by the Contracting
33 Agency, will be made for the changes in property restoration work. The
34 Contractor and Engineer shall evaluate the effort made and reach
35 agreement on the equipment and employees utilized, and the number of
36 hours involved for each change. Once these costs items and their duration
37 have been agreed upon, the payment amount will be determined using the
38 rate and markup methods specified in Section 1-09.6. For the purpose of
39 providing a common proposal for all bidders, the Contracting Agency has
40 entered and amount for the item "Property Restoration" in the bid proposal
41 to become part of the total bid by the Contractor.

42

SPECIAL PROVISIONS - Continued

1 **8-15 RIPRAP**

2

3 **8-15.4 Measurement**

4 (November 24, 2010 G&O GSP)

5

6 This Section is supplemented with the following:

7

8 Quarry spalls will be measured by the ton of spalls placed to the lines and
9 grades shown on the Plans or directed in the field by the Engineer.

10

11 **8-15.5 Payment**

12 (November 24, 2010 G&O GSP)

13

14 This Section is supplemented with the following:

15

16 The unit contract price per ton for “Quarry Spalls” shall include all costs of
17 furnishing all labor, tools, equipment, and materials to complete the
18 placement of quarry spalls as indicated on the Plans.

19

20 **8-21 PERMANENT SIGNING**

21

22 **8-21.3(4) Sign Removal**

23 (January 4, 2010 G&O GSP)

24

25 This Section is supplemented with the following:

26

27 The Contractor shall obtain approval from the Engineer prior to removing
28 existing signs.

29

30 **8-21.3(5) Sign Relocation**

31 (January 4, 2010 G&O GSP)

32

33 This Section is supplemented with the following:

34

35 All existing signs not designated for permanent removal that are damaged
36 or removed shall be replaced by the Contractor at no additional expense
37 to the Contracting Agency.

38

39 Existing signs shall be temporarily relocated by the Contractor, as
40 required, to portable sign stands, subject to the approval of the Engineer.
41 When temporarily installed on posts, the signs shall be located as near as
42 practical to their permanent locations and shall have a minimum vertical
43 clearance above the pavement in accordance with the Manual on Uniform
44 Traffic Control Devices (MUTCD).

45

SPECIAL PROVISIONS - Continued

1 All portable sign stands shall be designed to rigidly support the sign in
2 position without creating a hazard to the motorist. Portable sign stands
3 shall be furnished by the Contractor and upon completion of the work shall
4 remain the property of the Contractor and shall be removed from the
5 Project.

6 7 **8-21.5 Payment**

8 (November 24, 2010 G&O GSP)

9
10 This Section is supplemented with the following:

11
12 "Permanent Signing," per lump sum.

13
14 The lump sum contract price for "Permanent Signing" shall be full pay for
15 all material, labor, tools, and equipment necessary to remove, protect, and
16 reinstall existing signs including posts, concrete anchors, and fasteners,
17 as specified herein and shown on the Plans, as well as furnishing and
18 installing all new permanent signs as may be specified on the Plans.

19 20 **8-24 ROCK AND GRAVITY BLOCK WALL AND GABION CRIBBING**

21 22 **8-24.2 Materials**

23 (January 4, 2010 G&O GSP)

24
25 This Section is supplemented with the following:

26 27 **Rock Walls**

28 Rock used for walls shall be sound ledge rock of a uniform color and
29 obtained from a commercial quarry. Rock is to be free from seams or
30 loose stratification. The rock shall have a density of at least 145 pounds
31 per cubic foot.

32 33 **8-24.4 Measurement**

34 (June 16, 2006 G&O GSP)

35
36 Delete this Section and replace with the following:

37
38 Measurement for "Rock Wall (w/ Existing Rocks)" and "Additional Rock
39 Wall" will be per square foot as measured on a vertical face (one side
40 only) from top of rock wall to bottom of rock wall, including the key
41 (excluding height of the leveling pad).

42
43 Measurement for "Landscape Edging – Strip" and "Landscape Edging –
44 Single Timber" will be measured by the linear foot of completed edging
45 along the ground line.

SPECIAL PROVISIONS - Continued

1
2 Measurement for "Landscape Edging – Stacked Timbers" will be
3 measured per square foot as measured on the vertical face (one side
4 only) from the top of the stack to the bottom of the stack including the key
5 (excluding the leveling pad).
6

7 **8-24.5 Payment**

8 (January 7, 2013 G&O GSP)
9

10 Delete this Section and replace with the following:
11

12 Payment will be made in accordance with Section 1-04.1 for each of the
13 following bid items that are included in the Proposal:
14

15 The unit contract price per square foot for "Rock Wall (w/ Existing Rocks)"
16 shall be full pay for furnishing all material, labor, tools, and equipment
17 necessary to construct the rock wall with the existing rocks located within
18 the project limits, including, but not limited to, excavation, shoring,
19 preparing the subgrade, geotextile fabric for a complete installation.
20

21 The unit contract price per square foot for "Additional Rock Wall" shall be
22 full pay for furnishing all material, labor, tools, and equipment necessary to
23 construct the additional rock wall, where noted in the field by the
24 Contracting Agency, including, but not limited to, excavation, shoring,
25 preparing the subgrade, furnishing and installing the rocks, geotextile
26 fabric for a complete installation.
27

28 "Landscape Edging – Strip," per linear foot.
29

30 The unit contract price per linear foot for "Landscape Edging – Strip" shall
31 constitute full compensation for all labor, materials, tools equipment,
32 transportation, supplies, and incidentals required to complete all work to
33 install this item to include, but not limited to excavation, steel/plastic
34 edging and stakes.
35

36 "Landscape Edging – Single Timber," per linear foot.
37

38 The unit contract price per linear foot for "Landscape Edging – Single
39 Timber" shall constitute full compensation for all labor, materials, tools,
40 equipment, transportation, supplies, and incidentals required to complete
41 all work to install this item to include, but not limited to, excavation,
42 leveling pad, landscape timber, rebar, and caulk.
43
44

SPECIAL PROVISIONS - Continued

1 “Landscape Edging – Stacked Timber,” per square foot.
2
3 The unit contract price per square foot for “Landscape Edging – Stacked
4 Timber” shall constitute full compensation for all labor, materials, tools,
5 equipment, transportation, supplies, and incidentals required to complete
6 all work to install this item to include, but not limited to, excavation,
7 leveling pad, landscape timber, rebar, caulk, filter fabric, gravel backfill for
8 drains, and the drain pipe.

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: 03/25/2025

King County

Trade^	Job Classification	Wage	Holiday	Overtime	Note	Risk Clas
<u>Asbestos</u>						
<u>Abatement</u> <u>Workers</u>	Journey Level	\$63.87	5D	1H		View
<u>Boilermakers</u>	Journey Level	\$78.89	5N	1C		View
<u>Brick Mason</u>	Journey Level	\$71.82	7E	1N		View
<u>Brick Mason</u>	Pointer-Caulker- Cleaner	\$71.82	7E	1N		View
<u>Building Service</u> <u>Employees</u>	Janitor	\$30.33	5S	2F		View
<u>Building Service</u> <u>Employees</u>	Traveling Waxer/ Shampooer	\$30.78	5S	2F		View

Building Service Employees	Window Cleaner (Non-Scaffold)	\$32.93	5S	2F		View
Building Service Employees	Window Cleaner (Scaffold)	\$33.93	5S	2F		View
Cabinet Makers (In Shop)	Journey Level	\$22.74		1		View
Carpenters	Acoustical Worker	\$78.96	15J	11U		View
Carpenters	Bridge Dock and Wharf Carpenter	\$80.50	15J	11U	9L	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	Application of all Composition Mastic	\$77.30	15J	4U		View
Cement Masons	Application of all Epoxy Material	\$76.78	15J	4U		View
Cement Masons	Application of all Plastic Material	\$77.30	15J	4U		View
Cement Masons	Application of Sealing Compound	\$76.78	15J	4U		View

Cement Masons	Application of Underlayment	\$77.30	15J	4U	View
Cement Masons	Building General	\$76.78	15J	4U	View
Cement Masons	Composition or Kalman Floors	\$77.30	15J	4U	View
Cement Masons	Concrete Paving	\$76.78	15J	4U	View
Cement Masons	Curb & Gutter Machine	\$77.30	15J	4U	View
Cement Masons	Curb & Gutter, Sidewalks	\$76.78	15J	4U	View
Cement Masons	Curing Concrete	\$76.78	15J	4U	View
Cement Masons	Finish Colored Concrete	\$77.30	15J	4U	View
Cement Masons	Floor Grinding	\$77.30	15J	4U	View
Cement Masons	Floor Grinding/ Polisher	\$76.78	15J	4U	View
Cement Masons	Green Concrete Saw, self-powered	\$77.30	15J	4U	View
Cement Masons	Grouting of all Plates	\$76.78	15J	4U	View
Cement Masons	Grouting of all Tilt-up Panels	\$76.78	15J	4U	View

Cement Masons	Gunite Nozzleman	\$77.30	15J	4U	View
Cement Masons	Hand Powered Grinder	\$77.30	15J	4U	View
Cement Masons	Journey Level	\$76.78	15J	4U	View
Cement Masons	Patching Concrete	\$76.78	15J	4U	View
Cement Masons	Pneumatic Power Tools	\$77.30	15J	4U	View
Cement Masons	Power Chipping & Brushing	\$77.30	15J	4U	View
Cement Masons	Sand Blasting Architectural Finish	\$77.30	15J	4U	View
Cement Masons	Screed & Rodding Machine	\$77.30	15J	4U	View
Cement Masons	Spackling or Skim Coat Concrete	\$76.78	15J	4U	View
Cement Masons	Troweling Machine Operator	\$77.30	15J	4U	View
Cement Masons	Troweling Machine Operator on Colored Slabs	\$77.30	15J	4U	View
Cement Masons	Tunnel Workers	\$77.30	15J	4U	View

<u>Divers & Tenders</u>	Bell/Vehicle/ Submersible Operator (not under pressure)	\$156.25	15J	11T	9I	View
<u>Divers & Tenders</u>	Dive Supervisor	\$157.75	15J	11T	9I	View
<u>Divers & Tenders</u>	Diver	\$156.25	15J	11T	9I	View
<u>Divers & Tenders</u>	Diver Tender	\$86.86	15J	11T	9I	View
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$109.76	15J	11U		View
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 31.01-44.00 PSI	\$118.99	15J	11U		View
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$128.22	15J	11U		View

<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$137.45	15J	11U	View
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$146.67	15J	11U	View
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$155.90	15J	11U	View
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$165.13	15J	11U	View
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$174.36	15J	11U	View
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 72.01 -	\$183.59	15J	11U	View

74.00 PSI

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
<u>Drywall Applicator</u>	Journey Level	\$78.76	150	11S	View
<u>Drywall Tapers</u>	Journey Level	\$78.76	150	11S	View
<u>Electrical Fixture Maintenance Workers</u>	Journey Level	\$40.69	5L	1E	View
<u>Electricians - Inside</u>	Cable Splicer	\$115.15	7C	4E	View
<u>Electricians - Inside</u>	Cable Splicer (tunnel)	\$123.64	7C	4E	View
<u>Electricians - Inside</u>	Certified Welder	\$111.30	7C	4E	View
<u>Electricians - Inside</u>	Certified Welder (tunnel)	\$119.41	7C	4E	View
<u>Electricians - Inside</u>	Construction Stock Person	\$54.03	7C	4E	View
<u>Electricians - Inside</u>	Journey Level	\$107.44	7C	4E	View
<u>Electricians - Inside</u>	Journey Level (tunnel)	\$115.15	7C	4E	View
<u>Electricians - Motor Shop</u>	Journey Level	\$48.68	5A	1B	View
<u>Electricians - Powerline</u>	Cable Splicer	\$102.42	5A	4D	View

<u>Construction</u>						
<u>Electricians -</u>	Certified Line					
<u>Powerline</u>	Welder	\$93.99	5A	4D		View
<u>Construction</u>						
<u>Electricians -</u>	Groundperson	\$59.30	5A	4D		View
<u>Powerline</u>						
<u>Construction</u>						
<u>Electricians -</u>	Heavy Line					
<u>Powerline</u>	Equipment	\$93.99	5A	4D		View
<u>Construction</u>	Operator					
<u>Electricians -</u>	Journey Level					
<u>Powerline</u>	Lineperson	\$93.99	5A	4D		View
<u>Construction</u>						
<u>Electricians -</u>	Line Equipment					
<u>Powerline</u>	Operator	\$80.96	5A	4D		View
<u>Construction</u>						
<u>Electricians -</u>	Meter Installer	\$59.30	5A	4D	8W	View
<u>Powerline</u>						
<u>Construction</u>						
<u>Electricians -</u>	Pole Sprayer	\$93.99	5A	4D		View
<u>Powerline</u>						
<u>Construction</u>						
<u>Electricians -</u>	Powderperson	\$69.84	5A	4D		View
<u>Powerline</u>						
<u>Construction</u>						
<u>Electronic</u>	Journey Level	\$69.69	7E	1E		View
<u>Technicians</u>						

Elevator Constructors	Mechanic	\$115.14	7D	4A		View
Elevator Constructors	Mechanic In Charge	\$124.53	7D	4A		View
Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$21.34	5B	1R		View
Fence Erectors	Fence Erector	\$54.65	15J	11P	8Y	View
Fence Erectors	Fence Laborer	\$54.65	15J	11P	8Y	View
Flaggers	Journey Level	\$54.65	15J	11P	8Y	View
Glaziers	Journey Level	\$82.16	7L	1Y		View
Heat & Frost Insulators And Asbestos Workers	Journey Level	\$91.81	15H	11C		View
Heating Equipment Mechanics	Journey Level	\$99.92	7F	1E		View
Hod Carriers & Mason Tenders	Journey Level	\$67.38	15J	11P	8Y	View
Industrial Power Vacuum Cleaner	Journey Level	\$16.66		1		View
Inland Boatmen	Boat Operator	\$71.28	5B	1K		View
Inland Boatmen	Cook	\$69.70	5B	1K		View

Inland Boatmen	Deckhand	\$70.00	5B	1K	View
Inland Boatmen	Deckhand Engineer	\$69.55	5B	1K	View
Inland Boatmen	Launch Operator	\$71.23	5B	1K	View
Inland Boatmen	Mate	\$89.12	5B	1K	View
Inspection/ Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator	\$51.27	15M	110	View
Inspection/ Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Operator	\$51.27	15M	110	View
Inspection/ Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$51.27	15M	110	View
Inspection/ Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$49.20	15M	110	View

Inspection/ Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$42.99	15M	110		View
Inspection/ Cleaning/Sealing Of Sewer & Water Systems By Remote Control	TV Truck Operator	\$46.10	15M	110		View
Insulation Applicators	Journey Level	\$78.96	15J	11U		View
Ironworkers	Journeyman	\$90.82	15K	11N		View
Laborers	Air, Gas Or Electric Vibrating Screed	\$63.87	15J	11P	8Y	View
Laborers	Airtrac Drill Operator	\$65.75	15J	11P	8Y	View
Laborers	Ballast Regular Machine	\$63.87	15J	11P	8Y	View
Laborers	Batch Weighman	\$54.65	15J	11P	8Y	View
Laborers	Brick Pavers	\$63.87	15J	11P	8Y	View
Laborers	Brush Cutter	\$63.87	15J	11P	8Y	View
Laborers	Brush Hog Feeder	\$63.87	15J	11P	8Y	View

Laborers	Burner	\$63.87	15J	11P	8Y	View
Laborers	Caisson Worker	\$65.75	15J	11P	8Y	View
Laborers	Carpenter Tender	\$63.87	15J	11P	8Y	View
Laborers	Cement Dumper- paving	\$64.98	15J	11P	8Y	View
Laborers	Cement Finisher Tender	\$63.87	15J	11P	8Y	View
Laborers	Change House Or Dry Shack	\$63.87	15J	11P	8Y	View
Laborers	Chipping Gun (30 Lbs. And Over)	\$64.98	15J	11P	8Y	View
Laborers	Chipping Gun (Under 30 Lbs.)	\$63.87	15J	11P	8Y	View
Laborers	Choker Setter	\$63.87	15J	11P	8Y	View
Laborers	Chuck Tender	\$63.87	15J	11P	8Y	View
Laborers	Clary Power Spreader	\$64.98	15J	11P	8Y	View
Laborers	Clean-up Laborer	\$63.87	15J	11P	8Y	View
Laborers	Concrete Dumper/Chute Operator	\$64.98	15J	11P	8Y	View
Laborers	Concrete Form	\$63.87	15J	11P	8Y	View

	Stripper					
Laborers	Concrete Placement Crew	\$64.98	15J	11P	8Y	View
Laborers	Concrete Saw Operator/Core Driller	\$64.98	15J	11P	8Y	View
Laborers	Crusher Feeder	\$54.65	15J	11P	8Y	View
Laborers	Curing Laborer	\$63.87	15J	11P	8Y	View
Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$63.87	15J	11P	8Y	View
Laborers	Ditch Digger	\$63.87	15J	11P	8Y	View
Laborers	Diver	\$65.75	15J	11P	8Y	View
Laborers	Drill Operator (Hydraulic, Diamond)	\$64.98	15J	11P	8Y	View
Laborers	Dry Stack Walls	\$63.87	15J	11P	8Y	View
Laborers	Dump Person	\$63.87	15J	11P	8Y	View
Laborers	Epoxy Technician	\$63.87	15J	11P	8Y	View
Laborers	Erosion Control Worker	\$63.87	15J	11P	8Y	View

Laborers	Faller & Bucker Chain Saw	\$64.98	15J	11P	8Y	View
Laborers	Fine Graders	\$63.87	15J	11P	8Y	View
Laborers	Firewatch	\$54.65	15J	11P	8Y	View
Laborers	Form Setter	\$64.98	15J	11P	8Y	View
Laborers	Gabian Basket Builders	\$63.87	15J	11P	8Y	View
Laborers	General Laborer	\$63.87	15J	11P	8Y	View
Laborers	Grade Checker & Transit Person	\$67.38	15J	11P	8Y	View
Laborers	Grinders	\$63.87	15J	11P	8Y	View
Laborers	Grout Machine Tender	\$63.87	15J	11P	8Y	View
Laborers	Groutmen (Pressure) Including Post Tension Beams	\$64.98	15J	11P	8Y	View
Laborers	Guardrail Erector	\$63.87	15J	11P	8Y	View
Laborers	Hazardous Waste Worker (Level A)	\$65.75	15J	11P	8Y	View
Laborers	Hazardous Waste Worker (Level B)	\$64.98	15J	11P	8Y	View

Laborers	Hazardous Waste Worker (Level C)	\$63.87	15J	11P	8Y	View
Laborers	High Scaler	\$65.75	15J	11P	8Y	View
Laborers	Jackhammer	\$64.98	15J	11P	8Y	View
Laborers	Laserbeam Operator	\$64.98	15J	11P	8Y	View
Laborers	Maintenance Person	\$63.87	15J	11P	8Y	View
Laborers	Manhole Builder-Mudman	\$64.98	15J	11P	8Y	View
Laborers	Material Yard Person	\$63.87	15J	11P	8Y	View
Laborers	Mold Abatement Worker	\$63.87	15J	11P	8Y	View
Laborers	Motorman-Dinky Locomotive	\$67.48	15J	11P	8Y	View
Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water	\$67.38	15J	11P	8Y	View

	blaster, vacuum blaster)					
Laborers	Pavement Breaker	\$64.98	15J	11P	8Y	View
Laborers	Pilot Car	\$54.65	15J	11P	8Y	View
Laborers	Pipe Layer (Lead)	\$67.38	15J	11P	8Y	View
Laborers	Pipe Layer/Tailor	\$64.98	15J	11P	8Y	View
Laborers	Pipe Pot Tender	\$64.98	15J	11P	8Y	View
Laborers	Pipe Reliner	\$64.98	15J	11P	8Y	View
Laborers	Pipe Wrapper	\$64.98	15J	11P	8Y	View
Laborers	Pot Tender	\$63.87	15J	11P	8Y	View
Laborers	Powderman	\$65.75	15J	11P	8Y	View
Laborers	Powderman's Helper	\$63.87	15J	11P	8Y	View
Laborers	Power Jacks	\$64.98	15J	11P	8Y	View
Laborers	Power Washer	\$63.87	15J	11P	8Y	View
Laborers	Railroad Spike Puller - Power	\$64.98	15J	11P	8Y	View
Laborers	Raker - Asphalt	\$67.38	15J	11P	8Y	View

Laborers	Re-timberman	\$65.75	15J	11P	8Y	View
Laborers	Remote Equipment Operator	\$64.98	15J	11P	8Y	View
Laborers	Rigger/Signal Person	\$64.98	15J	11P	8Y	View
Laborers	Rip Rap Person	\$63.87	15J	11P	8Y	View
Laborers	Rivet Buster	\$64.98	15J	11P	8Y	View
Laborers	Rodder	\$64.98	15J	11P	8Y	View
Laborers	Scaffold Erector	\$63.87	15J	11P	8Y	View
Laborers	Scale Person	\$63.87	15J	11P	8Y	View
Laborers	Sloper (Over 20")	\$64.98	15J	11P	8Y	View
Laborers	Sloper Sprayer	\$63.87	15J	11P	8Y	View
Laborers	Spreader (Concrete)	\$64.98	15J	11P	8Y	View
Laborers	Stake Hopper	\$63.87	15J	11P	8Y	View
Laborers	Stock Piler	\$63.87	15J	11P	8Y	View
Laborers	Swinging Stage/ Boatswain Chair	\$54.65	15J	11P	8Y	View
Laborers	Tamper & Similar Electric, Air & Gas	\$64.98	15J	11P	8Y	View

Operated Tools						
Laborers	Tamper (Multiple & Self-propelled)	\$64.98	15J	11P	8Y	View
Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$64.98	15J	11P	8Y	View
Laborers	Toolroom Person (at Jobsite)	\$63.87	15J	11P	8Y	View
Laborers	Topper	\$63.87	15J	11P	8Y	View
Laborers	Track Laborer	\$63.87	15J	11P	8Y	View
Laborers	Track Liner (Power)	\$64.98	15J	11P	8Y	View
Laborers	Traffic Control Laborer	\$58.20	15J	11P	9C	View
Laborers	Traffic Control Supervisor	\$61.47	15J	11P	9C	View
Laborers	Truck Spotter	\$63.87	15J	11P	8Y	View
Laborers	Tugger Operator	\$64.98	15J	11P	8Y	View
Laborers	Tunnel Work- Compressed Air Worker 0-30 psi	\$200.40	15J	11P	9B	View
Laborers	Tunnel Work- Compressed Air Worker	\$205.43	15J	11P	9B	View

30.01-44.00 psi

Laborers	Tunnel Work- Compressed Air Worker	\$209.11	15J	11P	9B	View
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44.01-54.00 psi

Laborers	Tunnel Work- Compressed Air Worker	\$214.81	15J	11P	9B	View
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54.01-60.00 psi

Laborers	Tunnel Work- Compressed Air Worker	\$216.93	15J	11P	9B	View
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60.01-64.00 psi

Laborers	Tunnel Work- Compressed Air Worker	\$222.03	15J	11P	9B	View
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64.01-68.00 psi

Laborers	Tunnel Work- Compressed Air Worker	\$223.93	15J	11P	9B	View
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68.01-70.00 psi

Laborers	Tunnel Work- Compressed Air Worker	\$225.93	15J	11P	9B	View
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70.01-72.00 psi

Laborers	Tunnel Work- Compressed Air Worker	\$227.93	15J	11P	9B	View
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72.01-74.00 psi

Laborers	Tunnel Work- Guage and Lock Tender	\$67.48	15J	11P	8Y	View
Laborers	Tunnel Work- Miner	\$67.48	15J	11P	8Y	View
Laborers	Vibrator	\$64.98	15J	11P	8Y	View
Laborers	Vinyl Seamer	\$63.87	15J	11P	8Y	View
Laborers	Watchman	\$49.97	15J	11P	8Y	View
Laborers	Welder	\$64.98	15J	11P	8Y	View
Laborers	Well Point Laborer	\$64.98	15J	11P	8Y	View
Laborers	Window Washer/ Cleaner	\$49.97	15J	11P	8Y	View
Laborers - Underground Sewer & Water	General Laborer & Topman	\$63.87	15J	11P	8Y	View
Laborers - Underground Sewer & Water	Pipe Layer	\$64.98	15J	11P	8Y	View
Landscape Construction	Landscape Construction/ Landscaping Or Planting Laborers	\$49.97	15J	11P	8Y	View

Landscape Construction	Landscape Operator	\$87.54	15J	11G	8X	View
Landscape Maintenance	Groundskeeper	\$17.87		1		View
Lathers	Journey Level	\$78.76	150	11S		View
Marble Setters	Journey Level	\$71.82	7E	1N		View
Metal Fabrication (In Shop)	Fitter/Certified Welder	\$42.17	15I	11E		View
Metal Fabrication (In Shop)	General Laborer	\$30.07	15I	11E		View
Metal Fabrication (In Shop)	Mechanic	\$43.63	15I	11E		View
Metal Fabrication (In Shop)	Welder/Burner	\$39.28	15I	11E		View
Millwright	Journey Level	\$80.28	5A	1B		View
Modular Buildings	Cabinet Assembly	\$16.66		1		View
Modular Buildings	Electrician	\$16.66		1		View
Modular Buildings	Equipment Maintenance	\$16.66		1		View
Modular Buildings	Plumber	\$16.66		1		View
Modular Buildings	Production Worker	\$16.66		1		View

Modular Buildings	Tool Maintenance	\$16.66		1		View
Modular Buildings	Utility Person	\$16.66		1		View
Modular Buildings	Welder	\$16.66		1		View
<u>Painters</u>	Journey Level	\$54.71	6Z	11J		View
<u>Pile Driver</u>	Crew Tender	\$86.81	15J	11U	9L	View
<u>Pile Driver</u>	Journey Level	\$80.50	15J	11U	9L	View
<u>Plasterers</u>	Journey Level	\$73.54	7Q	1R		View
<u>Plasterers</u>	Nozzleman	\$77.54	7Q	1R		View
<u>Playground & Park</u>						
<u>Equipment Installers</u>	Journey Level	\$16.66		1		View
<u>Plumbers & Pipefitters</u>	Journey Level	\$107.59	6Z	1G		View
<u>Power Equipment Operators</u>	Asphalt Plant Operators	\$89.02	15J	11G	8X	View
<u>Power Equipment Operators</u>	Assistant Engineer	\$83.69	15J	11G	8X	View
<u>Power Equipment Operators</u>	Barrier Machine (zipper)	\$88.22	15J	11G	8X	View
<u>Power Equipment Operators</u>	Batch Plant Operator: concrete	\$88.22	15J	11G	8X	View

Power Equipment Operators	Boat Operator	\$87.82	7A	11H	8X	View
Power Equipment Operators	Bobcat	\$83.69	15J	11G	8X	View
Power Equipment Operators	Brokk - Remote Demolition Equipment	\$83.69	15J	11G	8X	View
Power Equipment Operators	Brooms	\$83.69	15J	11G	8X	View
Power Equipment Operators	Bump Cutter	\$88.22	15J	11G	8X	View
Power Equipment Operators	Cableways	\$89.02	15J	11G	8X	View
Power Equipment Operators	Chipper	\$88.22	15J	11G	8X	View
Power Equipment Operators	Compressor	\$83.69	15J	11G	8X	View
Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$83.69	15J	11G	8X	View
Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$87.54	15J	11G	8X	View

<u>Power Equipment Operators</u>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$89.02	15J	11G	8X	View
<u>Power Equipment Operators</u>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$88.22	15J	11G	8X	View
<u>Power Equipment Operators</u>	Conveyors	\$87.54	15J	11G	8X	View
<u>Power Equipment Operators</u>	Cranes Friction: 200 tons and over	\$90.46	7A	11H	8X	View
<u>Power Equipment Operators</u>	Cranes, A-frame: 10 tons and under	\$82.59	7A	11H	8X	View
<u>Power Equipment Operators</u>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$88.67	7A	11H	8X	View
<u>Power Equipment Operators</u>	Cranes: 20 tons through 44 tons with attachments	\$87.03	7A	11H	8X	View
<u>Power Equipment Operators</u>	Cranes: 200 tons- 299 tons, or 250' of boom including	\$89.60	7A	11H	8X	View

	jib with attachments					
Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$90.46	7A	11H	8X	View
Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$87.82	7A	11H	8X	View
Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$89.60	7A	11H	8X	View
Power Equipment Operators	Cranes: through 19 tons with attachments, a- frame over 10 tons	\$86.36	7A	11H	8X	View
Power Equipment Operators	Crusher	\$88.22	15J	11G	8X	View
Power Equipment Operators	Deck Engineer/ Deck Winches (power)	\$88.22	15J	11G	8X	View
Power Equipment Operators	Derricks, On Building Work	\$87.82	7A	11H	8X	View

Power Equipment Operators	Dozers D-9 & Under	\$87.54	15J	11G	8X	View
Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$87.54	15J	11G	8X	View
Power Equipment Operators	Drilling Machine	\$89.91	15J	11G	8X	View
Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$83.69	15J	11G	8X	View
Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$88.22	15J	11G	8X	View
Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$87.54	15J	11G	8X	View
Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$83.69	15J	11G	8X	View
Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$88.22	15J	11G	8X	View
Power Equipment Operators	Gradechecker/ Stakeman	\$83.69	15J	11G	8X	View

Power Equipment Operators	Guardrail Punch	\$88.22	15J	11G	8X	View
Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$89.02	15J	11G	8X	View
Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$88.22	15J	11G	8X	View
Power Equipment Operators	Horizontal/ Directional Drill Locator	\$87.54	15J	11G	8X	View
Power Equipment Operators	Horizontal/ Directional Drill Operator	\$88.22	15J	11G	8X	View
Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$86.36	7A	11H	8X	View
Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$82.59	7A	11H	8X	View
Power Equipment Operators	Leverman	\$90.84	15J	11G	8X	View

Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$89.02	15J	11G	8X	View
Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$88.22	15J	11G	8X	View
Power Equipment Operators	Loaders, Plant Feed	\$88.22	15J	11G	8X	View
Power Equipment Operators	Loaders: Elevating Type Belt	\$87.54	15J	11G	8X	View
Power Equipment Operators	Locomotives, All	\$88.22	15J	11G	8X	View
Power Equipment Operators	Material Transfer Device	\$88.22	15J	11G	8X	View
Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$89.91	15J	11G	8X	View
Power Equipment Operators	Motor Patrol Graders	\$89.02	15J	11G	8X	View
Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$89.02	15J	11G	8X	View

Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$83.69	15J	11G	8X	View
Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$87.54	15J	11G	8X	View
Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$87.03	7A	11H	8X	View
Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$88.67	7A	11H	8X	View
Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$87.82	7A	11H	8X	View
Power Equipment Operators	Pavement Breaker	\$83.69	15J	11G	8X	View
Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$88.22	15J	11G	8X	View
Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$87.54	15J	11G	8X	View

Power Equipment Operators	Posthole Digger, Mechanical	\$83.69	15J	11G	8X	View
Power Equipment Operators	Power Plant	\$83.69	15J	11G	8X	View
Power Equipment Operators	Pumps - Water	\$83.69	15J	11G	8X	View
Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$89.02	15J	11G	8X	View
Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$88.22	15J	11G	8X	View
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$89.02	15J	11G	8X	View
Power Equipment Operators	Rigger and Bellman	\$82.59	7A	11H	8X	View
Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$86.36	7A	11H	8X	View
Power Equipment Operators	Rollagon	\$89.02	15J	11G	8X	View
Power Equipment Operators	Roller, Other Than Plant Mix	\$83.69	15J	11G	8X	View

Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$87.54	15J	11G	8X	View
Power Equipment Operators	Roto-mill, Roto-grinder	\$88.22	15J	11G	8X	View
Power Equipment Operators	Saws - Concrete	\$87.54	15J	11G	8X	View
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$88.22	15J	11G	8X	View
Power Equipment Operators	Scrapers - Concrete & Carry All	\$87.54	15J	11G	8X	View
Power Equipment Operators	Scrapers, Self- propelled: 45 Yards And Over	\$89.02	15J	11G	8X	View
Power Equipment Operators	Service Engineers: Equipment	\$87.54	15J	11G	8X	View
Power Equipment Operators	Shotcrete/Gunite Equipment	\$83.69	15J	11G	8X	View
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$87.54	15J	11G	8X	View

Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$89.02	15J	11G	8X	View
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$88.22	15J	11G	8X	View
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$89.91	15J	11G	8X	View
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$90.84	15J	11G	8X	View
Power Equipment Operators	Slipform Pavers	\$89.02	15J	11G	8X	View
Power Equipment Operators	Spreader, Topsider & Screedman	\$89.02	15J	11G	8X	View
Power Equipment Operators	Subgrader Trimmer	\$88.22	15J	11G	8X	View
Power Equipment Operators	Tower Bucket Elevators	\$87.54	15J	11G	8X	View
Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to	\$89.60	7A	11H	8X	View

	boom					
<u>Power Equipment Operators</u>	Tower crane: up to 175' in height base to boom	\$88.67	7A	11H	8X	View
<u>Power Equipment Operators</u>	Tower Cranes: over 250' in height from base to boom	\$90.46	7A	11H	8X	View
<u>Power Equipment Operators</u>	Transporters, All Track Or Truck Type	\$89.02	15J	11G	8X	View
<u>Power Equipment Operators</u>	Trenching Machines	\$87.54	15J	11G	8X	View
<u>Power Equipment Operators</u>	Truck Crane Oiler/ Driver: 100 tons and over	\$87.03	7A	11H	8X	View
<u>Power Equipment Operators</u>	Truck crane oiler/ driver: under 100 tons	\$86.36	7A	11H	8X	View
<u>Power Equipment Operators</u>	Truck Mount Portable Conveyor	\$88.22	15J	11G	8X	View
<u>Power Equipment Operators</u>	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$88.22	15J	11G	8X	View
<u>Power Equipment Operators</u>	Welder	\$89.02	15J	11G	8X	View

Power Equipment Operators	Wheel Tractors, Farmall Type	\$83.69	15J	11G	8X	View
Power Equipment Operators	Yo Yo Pay Dozer	\$88.22	15J	11G	8X	View
Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$89.02	15J	11G	8X	View
Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$83.69	15J	11G	8X	View
Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$88.22	15J	11G	8X	View
Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$88.22	15J	11G	8X	View
Power Equipment Operators-Underground Sewer & Water	Boat Operator	\$87.82	7A	11H	8X	View

Power Equipment						
Operators- Underground	Bobcat	\$83.69	15J	11G	8X	View
Sewer & Water						
Power Equipment						
Operators- Underground	Brokk - Remote Demolition Equipment	\$83.69	15J	11G	8X	View
Sewer & Water						
Power Equipment						
Operators- Underground	Brooms	\$83.69	15J	11G	8X	View
Sewer & Water						
Power Equipment						
Operators- Underground	Bump Cutter	\$88.22	15J	11G	8X	View
Sewer & Water						
Power Equipment						
Operators- Underground	Cableways	\$89.02	15J	11G	8X	View
Sewer & Water						
Power Equipment						
Operators- Underground	Chipper	\$88.22	15J	11G	8X	View
Sewer & Water						
Power Equipment						
Operators- Underground	Compressor	\$83.69	15J	11G	8X	View
Sewer & Water						

Power Equipment	Concrete Finish					
Operators-	Machine - Laser	\$83.69	15J	11G	8X	View
Underground	Screed					
Sewer & Water						
Power Equipment	Concrete Pump -					
Operators-	Mounted Or					
Underground	Trailer High	\$87.54	15J	11G	8X	View
Sewer & Water	Pressure Line					
	Pump, Pump High					
	Pressure					
Power Equipment	Concrete Pump:					
Operators-	Truck Mount With					
Underground	Boom	\$89.02	15J	11G	8X	View
Sewer & Water	Attachment Over					
	42 M					
Power Equipment	Concrete Pump:					
Operators-	Truck Mount With					
Underground	Boom	\$88.22	15J	11G	8X	View
Sewer & Water	Attachment Up To					
	42m					
Power Equipment						
Operators-	Conveyors	\$87.54	15J	11G	8X	View
Underground						
Sewer & Water						
Power Equipment	Cranes Friction:					
Operators-	200 tons and	\$90.46	7A	11H	8X	View
Underground	over					
Sewer & Water						

Power Equipment						
Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$82.59	7A	11H	8X	View
Power Equipment	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$88.67	7A	11H	8X	View
Operators- Underground Sewer & Water						
Power Equipment	Cranes: 20 tons through 44 tons with attachments	\$87.03	7A	11H	8X	View
Operators- Underground Sewer & Water						
Power Equipment	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$89.60	7A	11H	8X	View
Operators- Underground Sewer & Water						
Power Equipment	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$90.46	7A	11H	8X	View
Operators- Underground Sewer & Water						

Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$87.82	7A	11H	8X	View
Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$89.60	7A	11H	8X	View
Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$86.36	7A	11H	8X	View
Power Equipment Operators- Underground Sewer & Water	Crusher	\$88.22	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Deck Engineer/ Deck Winches (power)	\$88.22	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$87.82	7A	11H	8X	View
Power Equipment	Dozers D-9 &	\$87.54	15J	11G	8X	View

Operators- Underground Sewer & Water	Under					
Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$87.54	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$89.91	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Elevator and man- lift: permanent and shaft type	\$83.69	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$88.22	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$87.54	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$83.69	15J	11G	8X	View

Power Equipment	Grade Engineer:					
Operators- Underground Sewer & Water	Using Blue Prints, Cut Sheets, Etc	\$88.22	15J	11G	8X	View
Power Equipment	Gradechecker/ Stakeman	\$83.69	15J	11G	8X	View
Operators- Underground Sewer & Water						
Power Equipment	Guardrail Punch	\$88.22	15J	11G	8X	View
Operators- Underground Sewer & Water						
Power Equipment	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$89.02	15J	11G	8X	View
Operators- Underground Sewer & Water						
Power Equipment	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$88.22	15J	11G	8X	View
Operators- Underground Sewer & Water						
Power Equipment	Horizontal/ Directional Drill Locator	\$87.54	15J	11G	8X	View
Operators- Underground Sewer & Water						
Power Equipment	Horizontal/ Directional Drill	\$88.22	15J	11G	8X	View
Operators- Underground Sewer & Water						

Underground Sewer & Water	Operator					
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$82.59	7A	11H	8X	View
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$86.36	7A	11H	8X	View
Power Equipment Operators- Underground Sewer & Water	Leverman	\$90.84	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$89.02	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$88.22	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$88.22	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type	\$87.54	15J	11G	8X	View

Underground Sewer & Water	Belt					
Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$88.22	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$88.22	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$89.91	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$89.02	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$89.02	15J	11G	8X	View
Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$83.69	15J	11G	8X	View

Power Equipment	Outside Hoists					
Operators- Underground	(Elevators and Manlifts), Air	\$87.54	15J	11G	8X	View
Sewer & Water	Tuggers, Strato					
Power Equipment	Overhead, bridge					
Operators- Underground	type Crane: 20 tons through 44	\$87.03	7A	11H	8X	View
Sewer & Water	tons					
Power Equipment	Overhead, bridge					
Operators- Underground	type: 100 tons	\$88.67	7A	11H	8X	View
Sewer & Water	and over					
Power Equipment	Overhead, bridge					
Operators- Underground	type: 45 tons	\$87.82	7A	11H	8X	View
Sewer & Water	through 99 tons					
Power Equipment	Pavement					
Operators- Underground	Breaker	\$83.69	15J	11G	8X	View
Sewer & Water						
Power Equipment	Pile Driver (other					
Operators- Underground	Than Crane	\$88.22	15J	11G	8X	View
Sewer & Water	Mount)					
Power Equipment	Plant Oiler -					
Operators- Underground	Asphalt, Crusher	\$87.54	15J	11G	8X	View
Sewer & Water						

Power Equipment						
Operators- Underground	Posthole Digger, Mechanical	\$83.69	15J	11G	8X	View
Sewer & Water						
Power Equipment						
Operators- Underground	Power Plant	\$83.69	15J	11G	8X	View
Sewer & Water						
Power Equipment						
Operators- Underground	Pumps - Water	\$83.69	15J	11G	8X	View
Sewer & Water						
Power Equipment						
Operators- Underground	Quad 9, Hd 41, D10 And Over	\$89.02	15J	11G	8X	View
Sewer & Water						
Power Equipment	Quick Tower: no cab, under 100 feet in height base to boom	\$88.22	15J	11G	8X	View
Operators- Underground						
Sewer & Water						
Power Equipment	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$89.02	15J	11G	8X	View
Operators- Underground						
Sewer & Water						
Power Equipment	Rigger and Bellman	\$82.59	7A	11H	8X	View
Operators- Underground						
Sewer & Water						

<u>Sewer & Water</u>						
<u>Power Equipment</u>						
<u>Operators-</u>	Rigger/Signal					
<u>Underground</u>	Person,	\$86.36	7A	11H	8X	View
<u>Sewer & Water</u>	Bellman(Certified)					
<hr/>						
<u>Power Equipment</u>						
<u>Operators-</u>	Rollagon	\$89.02	15J	11G	8X	View
<u>Underground</u>						
<u>Sewer & Water</u>						
<hr/>						
<u>Power Equipment</u>						
<u>Operators-</u>	Roller, Other Than					
<u>Underground</u>	Plant Mix	\$83.69	15J	11G	8X	View
<u>Sewer & Water</u>						
<hr/>						
<u>Power Equipment</u>						
<u>Operators-</u>	Roller, Plant Mix					
<u>Underground</u>	Or Multi-lift	\$87.54	15J	11G	8X	View
<u>Sewer & Water</u>	Materials					
<hr/>						
<u>Power Equipment</u>						
<u>Operators-</u>	Roto-mill, Roto-					
<u>Underground</u>	grinder	\$88.22	15J	11G	8X	View
<u>Sewer & Water</u>						
<hr/>						
<u>Power Equipment</u>						
<u>Operators-</u>	Saws - Concrete	\$87.54	15J	11G	8X	View
<u>Underground</u>						
<u>Sewer & Water</u>						
<hr/>						
<u>Power Equipment</u>						
<u>Operators-</u>	Scraper, Self	\$88.22	15J	11G	8X	View
<u>Underground</u>	Propelled Under					
	45 Yards					

<u>Sewer & Water</u>						
<u>Power Equipment</u>	Scrapers -					
<u>Operators-</u>	Concrete & Carry	\$87.54	15J	11G	8X	View
<u>Underground</u>	All					
<u>Sewer & Water</u>						
<u>Power Equipment</u>	Scrapers, Self-					
<u>Operators-</u>	propelled: 45	\$89.02	15J	11G	8X	View
<u>Underground</u>	Yards And Over					
<u>Sewer & Water</u>						
<u>Power Equipment</u>	Shotcrete/Gunite					
<u>Operators-</u>	Equipment	\$83.69	15J	11G	8X	View
<u>Underground</u>						
<u>Sewer & Water</u>						
<u>Power Equipment</u>	Shovel, Excavator,					
<u>Operators-</u>	Backhoe, Tractors	\$87.54	15J	11G	8X	View
<u>Underground</u>	Under 15 Metric					
<u>Sewer & Water</u>	Tons					
<u>Power Equipment</u>	Shovel, Excavator,					
<u>Operators-</u>	Backhoe: Over 30	\$89.02	15J	11G	8X	View
<u>Underground</u>	Metric Tons To 50					
<u>Sewer & Water</u>	Metric Tons					
<u>Power Equipment</u>	Shovel, Excavator,					
<u>Operators-</u>	Backhoes,	\$88.22	15J	11G	8X	View
<u>Underground</u>	Tractors: 15 To 30					
<u>Sewer & Water</u>	Metric Tons					
<u>Power Equipment</u>	Shovel, Excavator,	\$89.91	15J	11G	8X	View
<u>Operators-</u>	Backhoes: Over					
<u>Underground</u>	50 Metric Tons To					

Sewer & Water	90 Metric Tons					
Power Equipment	Shovel, Excavator,					
Operators- Underground	Backhoes: Over 90 Metric Tons	\$90.84	15J	11G	8X	View
Sewer & Water						
Power Equipment						
Operators- Underground	Slipform Pavers	\$89.02	15J	11G	8X	View
Sewer & Water						
Power Equipment	Spreader,					
Operators- Underground	Topsider & Screedman	\$89.02	15J	11G	8X	View
Sewer & Water						
Power Equipment						
Operators- Underground	Subgrader Trimmer	\$88.22	15J	11G	8X	View
Sewer & Water						
Power Equipment						
Operators- Underground	Tower Bucket Elevators	\$87.54	15J	11G	8X	View
Sewer & Water						
Power Equipment	Tower Crane: over					
Operators- Underground	175' through 250' in height, base to boom	\$89.60	7A	11H	8X	View
Sewer & Water						
Power Equipment	Tower crane: up	\$88.67	7A	11H	8X	View
Operators- Underground	to 175' in height base to boom					

<u>Sewer & Water</u>						
<u>Power Equipment</u>	Tower Cranes:					
<u>Operators-</u>	over 250' in	\$90.46	7A	11H	8X	View
<u>Underground</u>	height from base					
<u>Sewer & Water</u>	to boom					
<u>Power Equipment</u>	Transporters, All					
<u>Operators-</u>	Track Or Truck	\$89.02	15J	11G	8X	View
<u>Underground</u>	Type					
<u>Sewer & Water</u>						
<u>Power Equipment</u>	Trenching					
<u>Operators-</u>	Machines	\$87.54	15J	11G	8X	View
<u>Underground</u>						
<u>Sewer & Water</u>						
<u>Power Equipment</u>	Truck Crane Oiler/					
<u>Operators-</u>	Driver: 100 tons	\$87.03	7A	11H	8X	View
<u>Underground</u>	and over					
<u>Sewer & Water</u>						
<u>Power Equipment</u>	Truck crane oiler/					
<u>Operators-</u>	driver: under 100	\$86.36	7A	11H	8X	View
<u>Underground</u>	tons					
<u>Sewer & Water</u>						
<u>Power Equipment</u>	Truck Mount					
<u>Operators-</u>	Portable	\$88.22	15J	11G	8X	View
<u>Underground</u>	Conveyor					
<u>Sewer & Water</u>						
<u>Power Equipment</u>	Vac Truck (Vactor	\$88.22	15J	11G	8X	View
<u>Operators-</u>	Guzzler, Hydro					
<u>Underground</u>	Excavator)					

<u>Sewer & Water</u>						
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<u>Power Equipment</u>						
<u>Operators- Underground</u>	Welder	\$89.02	15J	11G	8X	View
<hr/>						
<u>Sewer & Water</u>						
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<u>Power Equipment</u>						
<u>Operators- Underground</u>	Wheel Tractors, Farmall Type	\$83.69	15J	11G	8X	View
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<u>Sewer & Water</u>						
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<u>Power Equipment</u>						
<u>Operators- Underground</u>	Yo Yo Pay Dozer	\$88.22	15J	11G	8X	View
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<u>Sewer & Water</u>						
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<u>Power Line Clearance Tree Trimmers</u>	Journey Level In Charge	\$64.20	5A	4A		View
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<u>Power Line Clearance Tree Trimmers</u>	Spray Person	\$60.74	5A	4A		View
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<u>Power Line Clearance Tree Trimmers</u>	Tree Equipment Operator	\$64.20	5A	4A		View
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<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer	\$57.29	5A	4A		View
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<u>Power Line Clearance Tree</u>	Tree Trimmer Groundperson	\$43.05	5A	4A		View
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TrimmersRefrigeration & Air

<u>Conditioning</u>	Journey Level	\$100.35	6Z	1G	View
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Mechanics

Residential Brick Mason	Journey Level	\$71.82	7E	1N	View
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Residential Carpenters	Journey Level	\$36.44		1	View
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Residential Cement Masons	Journey Level	\$46.64		1	View
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Residential Drywall Applicators	Journey Level	\$78.76	15J	4C	View
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Residential Drywall Tapers	Journey Level	\$36.36		1	View
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Residential Electricians	Journey Level	\$48.80		1	View
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Residential Glaziers	Journey Level	\$28.93		1	View
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Residential Insulation Applicators	Journey Level	\$28.18		1	View
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Residential Laborers	Journey Level	\$29.73		1	View
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Residential Marble Setters	Journey Level	\$27.38		1	View
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Residential Painters	Journey Level	\$23.47		1	View
Residential Plumbers & Pipefitters	Journey Level	\$61.87		1	View
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$99.92	7F	1E	View
Residential Sheet Metal Workers	Journey Level	\$99.92	7F	1E	View
Residential Soft Floor Layers	Journey Level	\$59.52	7C	3J	View
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$63.61		1	View
Residential Stone Masons	Journey Level	\$71.82	7E	1N	View
Residential Terrazzo Workers	Journey Level	\$67.51	7E	1N	View
Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		1	View
Residential Tile Setters	Journey Level	\$21.04		1	View

Roofers	Journey Level	\$67.45	5A	3H	View
Roofers	Using Irritable Bituminous Materials	\$70.45	5A	3H	View
Sheet Metal Workers	Journey Level (Field or Shop)	\$99.92	7F	1E	View
Shipbuilding & Ship Repair	New Construction Boilermaker	\$58.93	7X	4J	View
Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	7X	4J	View
Shipbuilding & Ship Repair	New Construction Crane Operator	\$43.00	7V	1	View
Shipbuilding & Ship Repair	New Construction Electrician	\$58.98	7X	4J	View
Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$91.81	15H	11C	View
Shipbuilding & Ship Repair	New Construction Laborer	\$58.60	7X	4J	View
Shipbuilding & Ship Repair	New Construction Machinist	\$58.79	7X	4J	View
Shipbuilding & Ship Repair	New Construction Operating Engineer	\$43.00	7V	1	View
Shipbuilding & Ship	New Construction	\$58.72	7X	4J	View

Repair	Painter				
Shipbuilding & Ship Repair	New Construction Pipefitter	\$59.07	7X	4J	View
Shipbuilding & Ship Repair	New Construction Rigger	\$58.93	7X	4J	View
Shipbuilding & Ship Repair	New Construction Sheet Metal	\$58.68	7X	4J	View
Shipbuilding & Ship Repair	New Construction Shipwright	\$51.85	7X	4J	View
Shipbuilding & Ship Repair	New Construction Warehouse/ Teamster	\$43.00	7V	1	View
Shipbuilding & Ship Repair	New Construction Welder / Burner	\$58.93	7X	4J	View
Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$58.93	7X	4J	View
Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	7X	4J	View
Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	7Y	4K	View
Shipbuilding & Ship Repair	Ship Repair Electrician	\$58.98	7X	4J	View
Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$91.81	15H	11C	View
Shipbuilding & Ship Repair	Ship Repair	\$58.60	7X	4J	View

Repair	Laborer				
Shipbuilding & Ship Repair	Ship Repair Machinist	\$58.79	7X	4J	View
Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	7Y	4K	View
Shipbuilding & Ship Repair	Ship Repair Painter	\$58.72	7X	4J	View
Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$59.07	7X	4J	View
Shipbuilding & Ship Repair	Ship Repair Rigger	\$58.93	7X	4J	View
Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$58.68	7X	4J	View
Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	7X	4J	View
Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	7Y	4K	View
<u>Sign Makers & Installers (Electrical)</u>					
	Journey Level	\$60.46	0	1	View
<u>Sign Makers & Installers (Non-Electrical)</u>					
	Journey Level	\$38.53	0	1	View

Soft Floor Layers	Journey Level	\$63.29	15J	4C		View
Solar Controls For Windows	Journey Level	\$16.66		1		View
Sprinkler Fitters (Fire Protection)	Journey Level	\$98.99	5C	1X		View
Stage Rigging Mechanics (Non Structural)	Journey Level	\$16.66		1		View
Stone Masons	Journey Level	\$71.82	7E	1N		View
Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		1		View
Surveyors	Assistant Construction Site Surveyor	\$86.36	7A	11H	8X	View
Surveyors	Chainman	\$82.59	7A	11H	8X	View
Surveyors	Construction Site Surveyor	\$87.82	7A	11H	8X	View
Surveyors	Drone Operator (when used in conjunction with survey work only)	\$82.59	7A	11H	8X	View
Surveyors	Ground Penetrating Radar Operator	\$82.59	7A	11H	8X	View

Telecommunication Technicians	Journey Level	\$69.69	7E	1E	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 Construction - Outside	Telephone Lineperson	\$39.07	5A	2B	View
Terrazzo Workers	Journey Level	\$67.51	7E	1N	View
Tile Setters	Journey Level	\$65.51	7E	1N	View
Tile, Marble & Terrazzo Finishers	Finisher	\$56.34	7E	1N	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	\$62.69	15L	1K	View

all car stops, stop signs and any other type sign (Group 2)

<u>Traffic Control Stripers</u>	Installation of guard rail and posts and similar protective devices (Group 2)	\$62.69	15L	1K	View
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<u>Traffic Control Stripers</u>	Installation of parking gates, ticket spitters and other mechanical and automatic control devices (Group 2)	\$62.69	15L	1K	View
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<u>Traffic Control Stripers</u>	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	\$92.44	15L	1K	View
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<u>Traffic Control Stripers</u>	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	\$92.44	15L	1K	View
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<u>Traffic Control Stripers</u>	Manufacturing and installation of	\$62.69	15L	1K	View
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all car stops and control devices and similar traffic regulators (Group 2)

<u>Traffic Control Stripers</u>	Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety and control devices/ barricades (Group 2)	\$62.69	15L	1K	View
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<u>Traffic Control Stripers</u>	Painting and installing lines, arrows, bumpers, curbs, etc., on parking lots, air fields, highways, game courts (Group 1)	\$92.44	15L	1K	View
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<u>Traffic Control Stripers</u>	Preparation and maintenance of all surfaces (Group 1)	\$92.44	15L	1K	View
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<u>Traffic Control Stripers</u>	Seal coating, slurry coating and	\$62.69	15L	1K	View
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other surface
protection (Group
2)

Truck Drivers	Asphalt Mix Over 16 Yards	\$79.40	15J	11M	8L	View
Truck Drivers	Asphalt Mix To 16 Yards	\$78.56	15J	11M	8L	View
Truck Drivers	Dump Truck	\$78.56	15J	11M	8L	View
Truck Drivers	Dump Truck & Trailer	\$79.40	15J	11M	8L	View
Truck Drivers	Other Trucks	\$79.40	15J	11M	8L	View
Truck Drivers - Ready Mix	Transit Mix	\$79.40	15J	11M	8L	View
Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		1		View
Well Drillers & Irrigation Pump Installers	Oiler	\$16.66		1		View
Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		View

Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

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.

Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

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.

Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

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.

Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

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

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 Sally's Alley – Phase 2. My signature below is my acknowledgment and acceptance that my property, as identified above, was returned to a satisfactory condition.

Name: _____

Signed: _____

Address: _____

Phone: _____