



***BID AND CONTRACT DOCUMENTS
AND SPECIFICATIONS
FOR***

2019 STORM PIPE REPAIR PHASE 2

***PROJECT # 34288
RFB # 19-010***

***City of Federal Way
Public Works Department
33325 8th Avenue South
Federal Way, WA 98003***

**BID AND CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
2019 STORM PIPE REPAIR PHASE 2**

**PROJECT # 34288
RFB # 19-010**

Bids Accepted Until 11:00 a.m., December 10, 2019
Bids Opened 11:10 a.m., December 10, 2019

At
City of Federal Way
Hylebos Meeting Room
33325 8th Avenue South
Federal Way, WA 98003

Prepared By:
City of Federal Way
Public Works Department



11/14/2019



11/14/2019

The contract plans and specifications for this Project have been reviewed and approved by:

A blue ink signature of Jeni S. Miller.

Public Works Director / Deputy Public Works Director

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ADVERTISEMENT FOR BIDS **2019 STORM PIPE REPAIR PHASE 2**

SUBMITTAL OF SEALED BIDS: Notice is hereby given that the City of Federal Way will receive sealed bids through December 10, 2019, at 11:00 a.m. at the City Hall Finance Department at 33325 8th Avenue South, Federal Way, Washington 98003. Proposals received after said date and time will not be considered. All timely bids will be opened and read publicly aloud in the Hylebos Meeting Room, City Hall 33325 8th Avenue South, Federal Way, Washington 98003 at 11:10 a.m. on December 10, 2019.

This project shall consist of: repairing deteriorated storm sewer pipes using Cured-In-Place-Pipe ("CIPP") method, and restoring disturbed existing improvements.

The City anticipates awarding this project to the successful bidder and intends to give Notice to Proceed as soon as the Contract and all required documents are executed in full. Regardless of the date of award or Notice to Proceed, the Contractor must complete all work within the following working days:

Base bid: Six (6) working days

Alternate A1: Four (4) working days

Alternate A2: Five (5) working days

BID DOCUMENTS: Plans, Specifications, Addenda, and plan holders list are available on-line through Builders Exchange of Washington at www.bxwa.com. Click on: "Posted Projects," "Public Works," and "City of Federal Way." It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Bidders List." Bidders that do not register will need to periodically check on-line for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 if you require assistance with access or registration. An informational copy of plans, specifications, and addenda are available for viewing only at the City of Federal Way Finance Department.

Bidders may request copies of video inspection records of the pipes included in this Contract. The video records are saved on an external hard drive. Upon 24 hours advance notice the video records will be available for bidders to pickup free of charge at the City of Federal Way Finance Department. Bidders are strongly encouraged to obtain these records as early as possible and review the records carefully before bidding the project.

QUESTIONS: Any questions must be directed to Kent Smith, Senior Capital Engineer, by email at kent.smith@cityoffederalway.com, or by letter addressed to same. Questions must be received by the City no later than 5:00 p.m. three business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of bids.

OTHER PROVISIONS: All bids and this Project shall be governed by the Contract, as defined by the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction 2020 (Standard Specifications), which is incorporated by this reference as though set forth in full.

All bid proposals shall be in accordance with the Contract and all bid proposals shall be accompanied by a bid deposit or bond in the amount required in the Contract. Forfeiture of the proposal bond or deposit to the City shall be in accordance with the Contract.

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

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

DATES OF PUBLICATION:

Daily Journal of Commerce Publish November 15, 2019 and November 22, 2019

Federal Way Mirror Publish November 15, 2019 and November 22, 2019

INSTRUCTIONS TO BIDDERS & CHECKLISTS

(1) ADVERTISEMENT FOR BIDS AND CONTRACT DOCUMENTS

The Advertisement for Bids and Contract Documents contain bidder instructions that must be complied with.

(2) EXAMINATION OF BID AND CONTRACT DOCUMENTS – BIDDER RESPONSIBILITIES

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

(3) INTERPRETATION OF BID AND CONTRACT DOCUMENTS

No oral clarifications, interpretations, or representation will be made to any bidder as to the meaning of the bid or Contract Documents. Bidders shall not rely upon any oral statement or conversation they may have with City's employees, agents, representatives, consultants, or design professionals regarding the Contract Documents, whether at the pre-bid meeting or otherwise and no oral communications will be binding upon the City. Any questions must be directed to Kent Smith, Senior Capital Engineer, by email at kent.smith@cityoffederalway.com, or by letter addressed to same. The questions must be received by the City no later than 5:00 p.m. three business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their bids. Any interpretation deemed necessary by the City will be in the form of an Addendum to the bid documents and when issued will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such Addenda shall become part of the bid.

(4) BID PRICE

The bid price shall include everything necessary for the completion of the Contract and the Work including, but not limited to, furnishing all materials, equipment, tools, freight charges, facilities and all management, superintendence, labor and service, except as may be provided otherwise in the Contract Documents. All Washington State sales tax and all other government taxes, assessments and charges shall be included in the various Bid item prices as required by law. The offer shall remain in effect ninety (90) days after the bid opening.

(5) POSTPONEMENT OF BID OPENING

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

(6) REJECTION OF BIDS

The City reserves the right to reject any bid for any reason including, but not limited to, the reasons listed in Special Provisions Section 1-02.13. The City further reserves the right to reject any portion of any bid and/or to reject all bids. In consideration for the City's review and evaluation of its bid, the bidder waives and releases any claims against the City arising from any rejection of any or all bids. If, in the opinion of the City, there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered.

(7) RECYCLED PRODUCTS

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

(8) BIDDER'S CHECKLIST

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

- Bid Proposal:** The Bid Proposal shall be completed and fully executed, including filling in the total bid amount.
- Bid Bond:** This form is to be executed by the bidder (and the surety company as appropriate, depending upon the option selected by the bidder).
- Contractor Certification – Wage Law Compliance:** This form shall be filled in and fully executed by the bidder.
- Proposal for Incorporating Recycled Materials:** This form shall be filled in and executed by the bidder.
- CIPP/CIPPSL Experience Criteria:** The Bidder shall submit a statement of experience to prove the bidder has at least three (3) years of continuous experience installing CIPP/CIPPSL liners in pipe of a similar size, and length and configuration. The Bidder shall submit certification on manufacturer's letterhead indicating the Bidder is approved by the fabric tube and resin manufacturer to perform CIPP/CIPPSL installation work.

(9) CONTRACT CHECKLIST

The following documents are to be executed and delivered to the City after the Bid is awarded:

- Public Works Contract:** The successful bidder will fully execute and deliver to the City the Public Works Contract ("Contract") from these Bid Documents.
- Certificate of Insurance:** The successful bidder will provide a Certificate of Insurance evidencing the insurance requirement set forth in the Contract.
- Performance/Payment Bond:** The successful bidder will provide a fully executed Performance/Payment Bond as appropriate.
- Contractor's Retainage Option:** The successful bidder will fully execute and deliver to the City the Contractor's Retainage Option.
- Contractor's Retainage Bond:** If the retainage bond option is chosen, then the successful bidder will fully execute and deliver to the City the Contractor's Retainage Bond.
- Business License:** The successful bidder will provide a copy of a current Business License with the City of Federal Way.

BID PROPOSAL
2019 STORM PIPE REPAIR PHASE 2

PROPOSAL SUBMITTED TO:

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

PROPOSAL SUBMITTED BY:

Bidder: _____
Full Legal Name of Firm

Contact: _____
Individual with Legal Authority to sign Bid and Contract

Address: _____
Street Address

City, State Zip

Phone: _____

E-Mail: _____

- Select One of the Following:
- Corporation
 - Partnership.
 - Individual
 - Other

State Contractor's License No.: _____

State Contractor's License Expiration Date: _____ / _____ / _____
Month Day Year

State UBI No.: _____

State Worker's Comp. Account No.: _____

NOTE: All entries shall be written in ink or typed. Unit prices for all items, all extensions, and total amount of bid shall be shown. Enter unit prices in numerical figures only, in dollars and cents to two (2) decimal places (including for whole dollar amounts). All figures must be clearly legible. Bids with illegible figures in the unit price column will be regarded as nonresponsive. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. The Bidder shall complete this entire Bid Form or this bid may be considered non-responsive. The City may correct obvious mathematical errors. The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.

* Contingent items of work per Special Provisions Section 1-04.6.

Schedule A: Pipes #18863, #3866, #4140 <i>All unit prices shall include applicable sales tax (Roadway Improvements)</i>						
Item No.	Spec. Div.	Bid Item Description	Unit	Plan Qty	Unit Price	Amount
1	1-09	Mobilization	LS	1		
2	1-07	SPCC Plan	LS	1		
3	1-10	Temporary Traffic Control	LS	1		
4	7-06	Pre-Installation Video inspection	LF	531		
5	7-06	Cleaning of Host Pipe, Incl. Waste Material Removal, Haul, & Dipsosal	LF	531		
6	7-06	Preliner*	LF	177		
7	7-06	CIPP Storm Pipe 12 In. Diam.	LF	369		
8	7-06	CIPP Storm Pipe 18 In. Diam.	LF	162		
9	1-04	Minor Change	CALC.	1	\$3,000	\$3,000
TOTAL – Base Bid						\$

Schedule B: Pipe #21224						
<i>All unit prices shall include applicable sales tax (Roadway Improvements)</i>						
Item No.	Spec. Div.	Bid Item Description	Unit	Plan Qty	Unit Price	Amount
1	1-09	Mobilization	LS	1		
2	1-07	SPCC Plan	LS	1		
3	1-10	Temporary Traffic Control	LS	1		
4	7-06	Pre-Installation Video inspection	LF	67		
5	7-06	Cleaning of Host Pipe, Incl. Waste Material Removal, Haul, & Dipsosal	LF	67		
6	7-06	Preliner*	LF	23		
7	7-06	CIPP Storm Pipe 18 In. Diam.	LF	67		
8	1-04	Minor Change	CALC.	1	\$3,000	\$3,000
TOTAL – ALTERNATE A1						\$

Schedule C: Pipes #13170, #13172						
<i>All unit prices shall include applicable sales tax (Roadway Improvements)</i>						
Item No.	Spec. Div.	Bid Item Description	Unit	Plan Qty	Unit Price	Amount
1	1-09	Mobilization	LS	1		
2	1-07	SPCC Plan	LS	1		
3	1-10	Temporary Traffic Control	LS	1		
4	7-06	Pre-Installation Video inspection	LF	360		
5	7-06	Cleaning of Host Pipe, Incl. Waste Material Removal, Haul, & Dipsosal	LF	360		
6	7-06	Preliner*	LF	120		
7	7-06	CIPP Storm Pipe 12 In. Diam.	LF	360		
8	1-04	Minor Change	CALC.	1	\$3,000	\$3,000

TOTAL – ALTERNATE A2	\$
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BID SUMMARY	
ITEM	BID AMOUNT
Schedule A: Pipes #18863, #3866, #4140	\$
Schedule B: Pipe #21224	\$
Schedule C: Pipes #13170, #13172	\$
TOTAL BID AMOUNT	\$

The documents incorporated by reference, as if fully set forth, are the Advertisement for Bids, the Instructions to Bidders and Checklists, the Contractor’s Bid Proposal (including all forms and supplemental information listed on the Bidders Checklist), the Contract Documents (including Project Plans, Specifications, and all Appendices, Amendments, and Supplemental Reports & Information), the Contract Provisions (including all forms and supplemental information listed on the Contract Checklist), the version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction identified herein, and any other documents provided to bidders and/or referenced in or referred to by the Contract Documents.

Pursuant to and in compliance with the Advertisement for Bids for the Project, and other documents relating thereto, the undersigned has carefully examined all of the bid and contract documents, considered conditions which may affect the delivery, supply and maintenance for the Project, and hereby proposes to furnish all labor, materials and perform all work as required in strict accordance with the contract documents, for the referenced bid amount, inclusive of Washington State sales tax and all other government taxes, assessments and charges as required by law.

NON-COLLUSION AFFIDAVIT

By signing this proposal, the undersigned acknowledges that the person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this project.

To report rigging activities, call 1-800-424-9071. The U.S. Department of Transportation (USDOT) operates the toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities. The hotline is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

CONFLICTS OF INTEREST, GRATUITIES, & NON-COMPETITIVE PRACTICES

By signing this proposal, the undersigned agrees as follows:

- (1) That it has no direct or indirect pecuniary or proprietary interest, that it shall not acquire any interest which conflicts in any manner or degree with the work, services, equipment or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interests. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and

take action immediately to eliminate the conflict or to withdraw from this contract, as the City may require; and

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

AFFIDAVIT OF ELIGIBILITY

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

CERTIFICATION OF LAWFUL EMPLOYMENT

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

Receipt of the following Addendums is hereby acknowledged:

Addendum No. ____ Date Issued: _____

Addendum No. ____ Date Issued: _____

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

By: _____
Signature

Printed Name

Title

Subscribed and sworn to before me this ____ day of _____, 20__.

Signature of Notary

Printed name of Notary
Notary Public in and for the State of Washington
My commission expires: _____

PROPOSAL FOR INCORPORATING RECYCLED MATERIALS



APWA-WA Division 1 Committee

rev. 1/8/2016

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: _____ percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: _____

Signature of Authorized Official: _____

Date: _____

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this ____ day of _____, 20__ and is made by and between the City of Federal Way, a Washington municipal corporation ("City or Owner"), and _____, a _____ ("Contractor"), for the project known as 2019 Storm Pipe Repair Phase 2 (the "Project").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the Project; and

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

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

1. SERVICES BY CONTRACTOR

Contractor shall perform all Work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the Project. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors and in accordance with and as described in the Contract Documents, which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee.

2. TERM

2.1 This Contract shall commence on the effective date of this Contract and continue until the Project is formally accepted as complete by the City Council, Notice of Project Completion is filed with State agencies, and all bonds for the Project are released by the City.

2.2 The Contractor must complete the Work in accordance with the number of Working Days for the Project as identified in the Contract Documents. With regard to obtaining Substantial Completion and the Completion Date by the Contractor, time is of the essence. In the event the Work is not substantially completed within the time specified in the Contract Documents, Contractor agrees to pay to the City liquidated damages in the amount set forth in the Contract Documents. The parties acknowledge that delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision of the Project and diverting City resources from other projects and obligations. It is impractical and difficult to calculate the actual costs and impacts of such delays. The parties therefore agree that the formula for calculating liquidated damages as set forth in the Contract Documents is an appropriate formula and will result in a reasonable approximation of the City's damages in the event of delay.

2.3 If the Contractor is unreasonably delayed by others, notification shall be made in writing to the Engineer in accordance with the Contract Documents. Any request for a time extension or additional compensation (including expectancy or consequential damages) allegedly resulting from such delay shall be made in accordance with the procedures of the Contract Documents. Failure to follow the notice procedures in the Contract Documents is a full and complete waiver of Contractor's right to additional time, money, damages, or other relief (including expectancy or consequential damages) as a result of the event or condition giving rise to such request.

3. COMPENSATION

3.1 In consideration of the Contractor performing the Work, the City agrees to pay the Contractor an amount not to exceed _____ and ____/100 Dollars (\$ _____), which amount shall constitute full and complete payment by the City ("Total Compensation"). The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

3.2 The City shall pay the Contractor for Work performed under this Contract as detailed in the Bid Proposal, which is incorporated herein and made a part hereof by this reference, and as detailed in the Contract Documents. The City shall have the right to withhold payment to the Contractor for any of the Work not

completed in a satisfactory manner, in the City's sole and absolute discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City. Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

3.3 In addition to the requirements set forth in the Contract Documents, the Contractor shall maintain Project cost records by cost codes and shall contemporaneously segregate and separately record, at the time incurred, all costs (1) directly associated with each work activity, (2) directly or indirectly resulting from any event, occurrence, condition, or direction for which Contractor seeks an adjustment in Contract price Contract time, or related to any other Claim or protest. Any work performed for which Contractor intends to seek an adjustment in Contract Price or Contract Time, or related to any other Claim or protest, shall be recorded on the same day the work is performed and kept separate so as to distinguish it from Contract Work.

4. INDEPENDENT CONTRACTOR

4.1 It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall not conduct itself as nor claim to be an officer or employee of the City. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Nothing contained in this Contract shall create a contractual or direct relationship with or a cause of action in favor of a Subcontractor or third party against the City, or by the Contractor against the Engineer, or against any of their agents, employees, engineers, or consultants.

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

5. INDEMNIFICATION

5.1 Contractor Indemnification.

5.1.1 The Contractor shall indemnify, defend, and hold the City, its elected officials, officers, employees, agents, consultants, and volunteers (collectively "the Indemnified Parties") harmless from any costs or losses, and pay and damages or judgments, related to any claim brought by any person employed in any capacity by the Contractor or subcontractor or supplier (of any tier) performing the Work, with respect to the payment of wages, salaries, or other compensation or benefits including but not limited to benefits such as medical, health, retirement, vacation, sick leave, etc.

5.1.2. To the fullest extent permitted by law, the Contractor shall defend, release, indemnify, and hold harmless the City and the Indemnified Parties for, from, and against any and all claims, demands, losses, costs, damages, suits, actions, expenses, fines, penalties, response costs, and liabilities (including costs and all attorney and expert fees and internal personnel costs of investigation) of whatsoever kind or nature to the extent arising from, resulting from, connected with, or incident to the Contractor's performance or failure to perform this Contract or the Work or its breach of this Contract; provided, however, that if the provisions of RCW 4.24.155 apply to the Work and any injuries to persons or property arising out of the performance of this Contract are caused by or result from the concurrent negligence of the Contractor or its subcontractors, agents, employees, or anyone for whom they are legally liable, and an Indemnified Party, the indemnification and defense obligations under this Section 5.1.2 apply only to the extent of the negligence of the Contractor, its subcontractors, agents, employees, and anyone for whom they are legally liable.

5.1.3 Contractor specifically assumes potential liability for actions brought by the Contractor's own employees or former employees against any Indemnified Party, and for that purpose Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW.

Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Provided, however, the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by any Indemnified party, and does not include, or extend to, any claims by the Contractor's employee directly against the Contractor. The Contractor recognizes that this waiver was specifically entered into.

5.2 Contractor Release. Any deviation, alteration, variation, addition, or omission in the Work by Contractor from the Contract Documents shall preclude Contractor from bringing any Claim or request for additional time or compensation on the basis of an alleged defect or error in the Contract Documents related to or arising, in any way, from that deviation, alteration, variation, addition, or omission. The Contractor further warrants that any alteration, variation, deletion, or omission fully complies with or exceeds all requirements of the Contract Documents and assumes all risk thereof.

5.3 Survival. The provisions of this Section shall (1) survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination, final payment hereunder, and any applicable statute of repose with respect to claims, fines, costs or damages brought or made against any Indemnified Party; (2) shall not be limited by RCW 4.16326(g); and (3) are in addition to any other rights or remedies which the City and/or any of the Indemnified Parties may have by law or under this Contract.

5.4 Offset. In the event of any claim or demand made against any Indemnified Party hereunder, the City may, in its sole discretion, reserve, retain or apply any monies due to the Contractor under the Contract or any other agreement or contract with the City for the purpose of resolving such claims; provided, however, that the City may, in the City's sole discretion, release such funds if the Contractor provides the City with adequate assurance of the protection of the City's and the other Indemnified Parties interests.

5.5 The Contractor shall ensure that each Subcontract includes a provision requiring each Subcontractor to indemnify and defend the City and the Indemnified Parties in the same manner, to the same extent, and for the same duration as Contractor agrees to indemnify and defend the City and the Indemnified Parties in this Section 5.

6. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work, whether or not required to be furnished to the City, shall become the property of the City, shall be delivered to the City at its request, and may be used by the City without restriction.

7. PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

7.1 Any patentable result or material suitable for copyright arising out of this Contract shall be owned by and made available to the City for public use, unless the City shall, in a specific case where it is legally permissible, determine that it is in the public interest that it not be so owned or available.

7.2 The Contractor agrees that the ownership of any plans, drawings, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data"), is hereby irrevocably transferred and assigned to the City and shall be vested in the City or such other local, state or federal agency, if any, as may be provided by separate contract with the City. The Contractor shall execute and deliver such instruments and take such other action(s) as may be requested by the City to perfect or protect the City's rights to such Subject Data and work product, and to perfect the assignments and transfers contemplated in Sections 6 and 7.

7.3 All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page (or in such case of maps, in the same block) as may be requested by the City. The Contractor shall also place their

endorsement on all Subject Data furnished by them. All such identification details shall be subject to approval by the City prior to printing.

7.4 The Contractor shall ensure that substantially the foregoing paragraphs in Sections 6 and 7 are included in each subcontract for the work on the Project.

8. GENERAL PROVISIONS

8.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. In entering into this Contract, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action or agreement of the other party except for those expressly contained in the Contract Documents.

8.2 Documents. The documents incorporated by reference, as if fully set forth in this Contract, are the Advertisement for Bids, the Instructions to Bidders and Checklists, the Contractor's Bid Proposal (including all forms and supplemental information listed on the Bidders Checklist), the Contract Documents (including Project Plans, Specifications, and all Appendices, Amendments, and Supplemental Reports & Information), the Contract Provisions (including all forms and supplemental information listed on the Contract Checklist), the version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction identified herein, and any other documents provided to bidders and/or referenced in or referred to by the Contract Documents.

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

8.4 Change Orders. In addition to its rights under the Contract Documents, the City may unilaterally issue a Change Order at any time making changes within the general scope of the Contract, without invalidating the Contract and without providing notice to sureties. The City's issuance of a unilateral Change Order shall not be construed as a waiver of any rights afforded the City, including its right to reject a prior protest or request for change or Claim due to untimeliness or the Contractor's failure to fully comply with the requirements of the Contract Documents, or to void the unilateral Change Order due to unilateral mistake, misrepresentation, or fraud.

8.5 Total Cost Method / Claims. In no event shall a Total Cost Method or a modified Total Cost Method be used by the Contractor to calculate any adjustments to the Contract price. For the purpose of this provision, any cost method, or variety of cost methods, using the difference between the actual cost of the Work and the Bid or Contract price of the Work to calculate any additional compensation or money owed to the Contractor shall be considered a Total Cost Method. In addition, the City shall not be responsible for, and the Contractor shall not be entitled to, any compensation for unallowable costs. Unallowable costs include, but are not limited to: (i) interest or attorneys' fees, except as mandated by statute; (ii) Claim preparation or filing costs; (iii) the costs of preparing notices or protests; (iv) lost profits, lost income, or lost earnings; (v) costs for idle equipment when such equipment is not at the Site, has not been employed in the Work, or is not scheduled to be used at the Site; (vi) claims consulting costs; (vii) expert fees and costs; (viii) loss of other business; and/or (ix) any other special, consequential, expectancy, incidental, or indirect damages incurred by the Contractor, Subcontractors, or suppliers.

8.6 Warranties and Guarantees. In addition to the requirements of the Contract Documents, the Contractor warrants that all portions of the Work that will be covered by a manufacturer's or supplier's guarantee or warranty shall be performed in such a manner so as to preserve all rights under such guarantees or warranties. If the City attempts to enforce a claim based upon a manufacturer's or supplier's guarantee or warranty and such manufacturer or supplier refuses to honor such guarantee or warranty based, in whole or in part, on a claim of defective installation by the Contractor or a Subcontractor, the Contractor shall be responsible for any resulting loss or damage, and repairs, incurred by the City as a result of the manufacturer's or supplier's refusal to honor such guarantee or warranty. This obligation survives termination of this Contract.

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

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

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

8.10 Time Limitation and Venue. For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims, causes of action, or disputes which the Contractor has against the City arising from the Contract shall be brought within the following time period: (i) 180 calendar days from the date of Substantial Completion for those claims, causes of action, or disputes arising prior to the date of Substantial Completion, and (ii) 180 calendar days from the date of Final Acceptance of the Contract by the City for those claims, causes of action, or dispute arising after the date of Substantial Completion. It is further agreed that the venue for any claim, cause of action, or dispute related to this Contract shall be King County, Washington, which shall have exclusive jurisdiction over any such case, controversy, or dispute. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims, causes of action, or disputes which the Contractor asserts against the City arising from the Contract are filed with the City or initiated in court, the Contractor shall permit the City to have timely access to any records deemed necessary by the City to assist in evaluating the claims, action, or dispute.

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

8.12 Sole Authority/Discretion/Judgment. Where the Contract Documents provide the City or its Engineer with "sole" authority, discretion, or judgment, such authority, discretion, or judgment shall be considered unconditional and absolute.

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

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

8.15 Engineer. The Engineer is the City's representative who directly supervises the engineering and administration of a construction Contract. The Engineer's authorities, duties, and responsibilities are limited to those specifically identified in the Contract Documents. Designation of an individual or entity as the Engineer for the Project is solely to identify the representative of the City as the entity to act as the Engineer as described in the Contract Documents. Using the term "engineer" does not imply that such entity or person is a licensed professional engineer or an engineering company and does not import any additional obligations upon the actions of the Engineer that may govern licensed professional engineers when performing engineering services.

The Engineer for this Project is designated as: Kent T. Smith, Senior Capital Engineer

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

CONTRACTOR: Company
Attn: Individual to receive notices
Street Address
City, State, Zip

ENGINEER: City of Federal Way
Attn: Kent T. Smith, Senior Capital Engineer
33325 8th Ave S
Federal Way, WA 98003

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

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

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

9. PERFORMANCE/PAYMENT BOND

Pursuant to RCW 39.08.010, the Contractor's payment and performance bonds must be conditioned upon: (i) faithful performance of all of the provisions of the Contract, including warranty obligations; (ii) the payment of all laborers, mechanics, Subcontractors, and Suppliers, and all persons who supply such persons with provisions or supplies in carrying out the Work; and (iii) payment of any taxes, liabilities, increases, or penalties incurred on the Project under Titles 50, 51, and 82 RCW which may be due on (a) projects referred to in RCW 60.28.011(1)(b), and (b) projects for which the bond is conditioned on the payment of such taxes, liabilities, increases, or penalties. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bond.

DATED the day and year set forth above.

CITY OF FEDERAL WAY

CONTRACTOR

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

Signature of Authorized Individual

ATTEST:

Printed Name of Authorized Individual

Stephanie Courtney, CMC, City Clerk

Street Address

APPROVED AS TO FORM:

City, State, Zip

J. Ryan Call, City Attorney

NOTARY OF CONTRACTOR'S SIGNATURE

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

STAFF - USE FOR CORPORATE NOTARY OR DELETE & REPLACE WITH INDIVIDUAL NOTARY

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

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

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

STAFF - USE FOR INDIVIDUAL NOTARY OR DELETE

On this day personally appeared before me, _____, to me known to be the individual described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

SAMPLE CONTRACT CHANGE ORDER

PROJECT NUMBER AGREEMENT NUMBER CHANGE ORDER NUMBER EFFECTIVE DATE

PROJECT TITLE CONTRACTOR

SUMMARY OF PROPOSED CHANGES:

This Change Order covers the work changes summarized below:

The time provided for completion in the Contract is
 Unchanged
 Increased by ___ Working Day(s)
 Decreased by ___ Working Day(s)

This Document shall become an Amendment to the Contract and all provisions of the Contract not amended herein will apply to this Change Order.

Will this change affect expiration or extent of Insurance coverage? Yes No
 If "Yes" Will the Policies Be Extended? Yes No

MODIFICATIONS TO UNIT PRICES:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>PREVIOUS UNIT PRICE</u>	<u>REVISED UNIT PRICE</u>	<u>ADD OR DELETE</u>
-----------------	-------------	------------	----------------------------	---------------------------	----------------------

THESE ITEMS ARE APPROXIMATE OR ESTIMATED QUANTITIES INVOLVED IN THIS CHANGE:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>ADD OR DELETE</u>
-----------------	-------------	------------	-------------------	----------------------

TOTAL NET CONTRACT: INCREASE \$ DECREASE \$

DEPARTMENT RECAP TO DATE:

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

STATEMENT:

Payment for the above work will be in accordance with applicable portions of the standard specifications, and with the understanding that all materials, workmanship and measurements shall be in accordance with the provisions of the standard specifications, the contract plans, and the special provisions governing the types of construction. The execution of this Change Order shall constitute full satisfaction and a waiver of any and all

CERTIFICATE OF INSURANCE

*Contractor's Certificate of
Insurance to be inserted
here during Contract
Execution*

LOCAL OFFICE/AGENT OF SURETY:

Name

Street Address

City, State, Zip

Telephone

BOND NO.: _____

APPROVED AS TO FORM: _____
J. Ryan Call, City Attorney

CONTRACTOR'S RETAINAGE OPTION

IDENTIFICATION AND DESCRIPTION

Project Title: _____

RFB No: _____

Contractor: _____

GENERAL REQUIREMENTS

1. In accordance with applicable State Statutes, a contract retainage not to exceed five percent of the moneys earned by the contractor will be reserved by the City.
2. All investments selected are subject to City approval.
3. The final disposition of the contract retainage will be made in accordance with applicable State Statutes.

CONTRACTOR'S INSTRUCTIONS

Pursuant to RCW 60.28.011, I hereby notify the City of Federal Way of my instructions for the retainage withheld under the terms of this contract:

- Option 1:** Retained in a fund by the City of Federal Way. No interest will be paid to the contractor.
- Option 2:** Deposited in an interest bearing account in a bank, mutual savings bank, or savings and loan association. Interest paid to the contractor. Contractor shall have the bank (or other) execute a separate "City of Federal Way Retainage Bank Acceptance Agreement" upon contract award. The City will provide the agreement to the Contractor if this option is selected.
- Option 3:** Placed in escrow with a bank or trust company. Contractor shall execute, and have escrow account holder execute a separate "City of Federal Way Construction Retainage Escrow Agreement" upon contract award. The City will provide the agreement to the Contractor if this option is selected. All investments are subject to City approval. The cost of the investment program, and risk thereof, is to be borne entirely by the contractor.
- Option 4:** Contractor shall submit a "Retainage Bond" on City-provided form included in these Contract Documents.

Contractor Signature

Date

RETAINAGE BOND TO CITY OF FEDERAL WAY
2019 STORM PIPE REPAIR PHASE 2

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

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

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

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

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

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

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

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

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

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

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

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation to resolve said dispute. The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by Judicial Dispute Resolution, LLC, 1425 Fourth Avenue, Suite 300, Seattle, Washington 98101. The Surety shall not interplead prior to completion of the mediation.

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

CORPORATE SEAL:

PRINCIPAL

By: _____

Title: _____

Address: _____

CORPORATE SEAL:

SURETY

By: _____

*Attorney-in-Fact
(Attach Power of Attorney)*

Title: _____

Address: _____

CERTIFICATES AS TO CORPORATE SEAL

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

Secretary of Principal

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

Secretary of Surety

APPROVED AS TO FORM:

J. Ryan Call, City Attorney

INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(April 12, 2018 CFW GSP)
*(***PROJECT-SPECIFIC SPECIAL PROVISION***)*

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- WSDOT Standard Plans
- City of Federal Way Public Works Development Standards
- National Electric Code, current edition

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

DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This Contract provides for the improvement of the rehabilitation repair of the 2019 Storm Pipe Repair Phase 2 Improvements and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01.3 Definitions

(January 4, 2016 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

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 physically completed.

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

After award of the Contract, Plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced Plans (11" x 17")	1	Furnished automatically upon award.
Contract Provisions	1	Furnished automatically upon award.
Large Plans (e.g., 22" x 34")	1	Furnished only upon request.

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

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

(June 27, 2011 APWA GSP)

1-02.4(1) General

(August 15, 2016 APWA GSP, Option B)

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business three (3) business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.4(2) Subsurface Information

(March 8, 2013 APWA GSP)

The second sentence in the first paragraph is revised to read:

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

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials

to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UBDE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

1-02.6 Preparation of Proposal
(July 11, 2018 APWA GSP)

Supplement the second paragraph with the following:

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

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

If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

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

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

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

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

(April 12, 2019 CFW GSP)

Section 1-02.6 is supplemented with the following:

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

(August 3, 2015 WSDOT GSP, OPTION 5)

Section 1-02.6 is supplemented with the following:

Cumulative Alternates Bidding

The Bid Proposal for this Contract requires the Bidder to bid cumulative Alternates as part of the bid. As such the Bidder is required to submit a Base Bid and a bid for each of the Alternate(s).

Bid Proposal

Bid Proposal includes the following:

1. Base Bid
The Base Bid shall include constructing all items included in Schedule A.
2. Alternate(s)
 - a. Alternate A1
Based on construction of Schedule B.
The Bid items for Alternate A1 are as listed in the Bid Proposal.
 - b. Alternate A2
Based on construction of Schedule C.
The Bid items for Alternate A2 are as listed in the Bid Proposal.

Bidding Procedures

To be considered responsive the Bidder shall submit a price on each and every Bid item included in the Base Bid and all Alternate(s). successful Bidder will be the Bidder submitting the lowest responsible Bid for the highest order Preference that is within the amount of available funds for the project. Available funds will be announced immediately prior to the opening of Bids. The following are listed in order from highest to lowest Preference:

1. Preference 1: Lowest total for Base Bid plus Alternate A1 plus Alternate A2.
2. Preference 2: Lowest total for Base Bid plus Alternate A1.
3. Preference 5: Lowest total for Base Bid

The Contracting Agency may, at their discretion, award a Contract for the Base Bid, without any additional Alternates, in the event that all Bids exceed the available funds announced. In any case, the award will be subject to the requirements of Section 1-03.

Add the following new section:

1-02.6(1) Recycled Materials Proposal

(January 4, 2016 APWA GSP)

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.9 Delivery of Proposal

(May 17, 2018 APWA GSP, OPTION A)

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery be considered responsive on a FHWA-funded project, the Bidder may be required to submit the following items, as required by Section 1-02.6:

- UDBE Written Confirmation Document from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification (WSDOT 272-056U)
- Good Faith Effort (GFE) Documentation

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 24 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, or GFE

documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

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

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

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

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

1-02.13 Irregular Proposals

(June 20, 2017 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;

- j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - l. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders
(May 17, 2018 APWA GSP, OPTION B)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. Delinquent State Taxes

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. Federal Debarment

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. **Subcontractor Responsibility**

- A. Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

- A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
- Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

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

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

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

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

7. **Lawsuits**

- A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

7. **Special Qualification for CIPP Contractor**

- A. Criterion: The Bidder shall have a minimum of three (3) years of continuous experience installing CIPP/CIPPSL liners and shall be certified by the product manufacturer/assembler.
- B. Documentation: The Bidder shall submit a statement of experience to prove the Bidder has at least three (3) years of continuous experience installing CIPP/CIPPSL liners in pipe of a similar size, length and configuration and, shall submit certification on manufacturer's letterhead indicating the Bidder is approved by the fabric tube and resin manufacturer to perform CIPP/CIPPSL installation work.

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

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

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids ***(January 23, 2006 APWA GSP)***

Revise the first paragraph to read:

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

1-03.1(1) Identical Bid Totals ***(January 4, 2016 APWA GSP)***

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful." The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

1-03.3 Execution of Contract ***(October 1, 2005 APWA GSP)***

Revise this section to read:

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 5 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond ***(July 23, 2015 APWA GSP)***

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:

- a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
 6. 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(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review
(November 30, 2018 APWA GSP)

Revise this section to read:

Any decision 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
(April 12, 2019 CFW GSP)

Revise the second paragraph to read:

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. Contract,
2. Change Orders, with those of a later date taking precedence of those of an earlier date,
3. Addenda, with those of a later date taking precedence of those of an earlier date,
4. Bid Proposal Form,
5. Special Provisions,
6. Contract Plans,
7. Amendments to the Standard Specifications,
8. Standard Specifications,
9. Contracting Agency's Standard Plans or Details (if any), and
10. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.6 Variation in Estimated Quantities

(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)

Supplement this section with the following:

The quantity for Preliner has been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the standard Specifications.

1-05 CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

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

monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in Contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this section.

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

1-05.11 Final Inspection

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

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

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

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

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

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

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or

unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

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

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

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 imply acceptance of the work or that all the obligations of the Contractor under the Contract have been fulfilled.

1-05.11(3) Operational Testing

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

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

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the Contract.

1-05.12 Final Acceptance ***(April 12, 2019 CFW GSP)***

Delete the third and fourth sentences in the first paragraph and replace it with the following:

Final acceptance date of the work shall be the date the Federal Way City Council accepts the project as complete.

Add the following new section.

1-05.12(1) One-Year Guarantee Period
(March 8, 2013 APWA GSP)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year 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 one year 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 paragraphs of this section.

1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

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

1-05.17 Contractor's Daily Diary

(April 12, 2018 CFW GSP)

Section 1-05.17 is a new section:

The Contractor and subcontractors, as additional consideration for payment for this contract work, hereby agree to maintain and provide to the Owner and the Engineer a Daily Diary Record of this Work. The diary must be kept and maintained by the Contractor's designated project superintendent. Entries must be made on a daily basis and must accurately represent all of the project activities on each day.

At a minimum, the diary shall show on a daily basis:

- The day and date.
- The weather conditions, including changes throughout the day.
- A complete description of work accomplished during the day with adequate references to the Plans and Specifications so that the reader can easily and accurately identify said work on the Plans.
- An entry for each and every changed condition, dispute or potential dispute, incident, accident, or occurrence of any nature whatsoever which might affect the Contract, Owner, or any third party in any manner.
- Listing of any materials received and stored on or off-site by the Contractor for future installation, to include the manner of storage and protection of the same.
- Listing of materials installed during each day.
- List of all subcontractors working on-site during each day.
- Listing of the number of Contractor's employees working during each day by category of employment.
- Listing of Contractor's equipment working on the site during each day. Idle equipment on the site shall be listed and designated as idle.
- Notations to explain inspections, testing, stake-out, and all other services furnished to the Contractor by the Owner or other during each day.
- Entries to verify the daily (including non-work days) inspection and maintenance of traffic control devices and condition of the traveled roadway surfaces. The Contractor shall not allow any conditions to develop that would be hazardous to the public.
- Any other information that serves to give an accurate and complete record of the nature, quantity, and quality of the Contractor's progress on each day.
- Summary of total number of working days to date, and total number of delay days to date.

The Contractor's designated project superintendent must sign the diary at the end of each working day. The Contractor must provide a copy of the diary to the Owner and the Engineer each morning for the preceding workday. All copies must be legible.

It is expressly agreed between the contractor and the owner that the daily diary maintained by the Contractor shall be the "Contractor's Book of Original Entry" for the documentation of any potential claims or disputes that might arise during this contract. Failure of the Contractor to maintain this diary in the manner described above will constitute a waiver of any such claims or disputes by the Contractor. The daily diary maintained by the Contractor does not constitute the official record of the project. The official record of the project is prepared and maintained exclusively by the engineer.

1-05.19 Defects Arising in One Year and Remedies
(February 15, 2019 CFW GSP)

Section 1-05.19 is a new section:

The Contractor shall, at its own sole cost and expense, be responsible for correcting all defects in workmanship and material discovered within one year after acceptance of this work by the City of Federal Way. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after acceptance of the corrections by the Owner. Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not constitute waiver, modification, or exclusion of any express or implied warranty or any right under law. This warranty shall survive termination of this Contract.

The Contractor shall start work to remedy such defects within seven (7) calendar days of mailing notice of discovery thereof by the Owner and shall complete such work within a reasonable time. In emergencies, where damage may result from delay or where loss of services may result, such corrections may be made by the Owner, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. These actions will be pursuant to the provisions of Section 1-05.8 of the Standard Specifications.

The Contractor shall be liable for any costs, losses, expenses, or damages, including consequential damages suffered by the Owner resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor extended by Owner in making emergency repairs and cost of engineering, inspection and supervision by the Owner or the Engineer. The Contractor shall hold the Owner harmless from any and all claims which may be made against the Owner as a result of any defective work, and the Contractor shall defend any such claims at his own expense.

The Contractor agrees the above one-year limitation shall not exclude or diminish the Owner's rights under any law to obtain damages and recover costs resulting from defective and unauthorized work discovered after one year but prior to the expiration of the legal time period set forth in RCW 9.16.040 limiting actions upon a contract in writing or liability, expressed or implied, arising out of a written agreement. This warranty may also extend beyond the one year time period pursuant to any other warranties specified in the Special Provisions, Contract Plans, other parts of the Contract Documents, or incorporated by this reference.

1-06 CONTROL OF MATERIAL

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

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

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

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

The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

1-06.7 Hazardous Chemicals

(April 12, 2019 CFW GSP)

Section 1-06.7 is a new section:

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

Include the following in the MSDS:

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

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

Section 1-07.1 is supplemented with the following:

(April 12, 2019 CFW GSP)

Confined Space

Confined spaces are known to exist at the following locations:

Existing storm drainage, sanitary sewer, and other utility systems, vaults, and structures, along with all new similar new construction items that meet the requirements of WAC 296-809-100.

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

The Contractor shall prepare and implement a confined space program for each of the confined spaces identified above. The Contractors Confined Space program shall be sent to the contracting agency at least 5 days prior to the Contractor beginning work in or adjacent to the confined space. No work shall be performed in or adjacent to the confined space until the plan is submitted to the Engineer as required. The Contractor shall communicate with the Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers when working in or near a confined space.

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

Section 1-07.2(4) is a new section.

1-07.2(4) Tax Determination

(April 12, 2019 CFW GSP)

A tax ruling has been provided by the Department of Revenue for this project. The entire project is subject to Sales Tax under Rule 171.

1-07.6 Permits and Licenses

(April 12, 2018 CFW GSP)

Section 1-07.6 is supplemented with the following:

Survey Monuments

In accordance with RCW 58.24.040(8), no cadastral or geodetic survey monument may be disturbed without a valid permit to remove or destroy a survey monument, issued by the Washington State Department of Natural Resources. Permit applications can be obtained on the DNR Public Land Survey Office website. The permit application must be stamped by a registered Washington State Land Surveyor. The Contractor shall obtain the permit to Remove or Destroy a Survey Monument as necessary. All costs to obtain

and comply with the permit shall be considered incidental to other bid items and no additional payment will be made.

1-07.7 Load Limits

(March 13, 1995 WSDOT GSP, OPTION 6)

Section 1-07.7 is supplemented with the following:

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

1-07.13 Contractor's Responsibility for Work

1-07.13(4) Repair of Damage

(August 6, 2001 WSDOT GSP)

Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.15 Temporary Water Pollution Prevention

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan

(**)***

Section 1-07.15(1) is supplemented with the following:

The contractor's SPCC Plan shall also specifically address the resin, resin enhancer, bond enhancer, lubricant, end and connection sealing materials, and any other chemicals that will be used in the Project. Discharging these materials in the storm system or onto the roadway or sidewalk is strictly prohibited.

1-07.16 Protection and Restoration of Property

1-07.16(2) Vegetation Protection and Restoration

(August 2, 2010 WSDOT GSP)

Section 1-07.16(2) is supplemented with the following:

Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1 foot radius for each inch of trunk diameter at breast height.

Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

1-07.17 Utilities and Similar Facilities

(April 2, 2007 WSDOT GSP, OPTION 1)

Section 1-07.17 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.

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.

UTILITY CONTACTS

Puget Sound Energy

Attn: Jason Airey
3130 S 38th St
Tacoma, WA 98409
Telephone: (206) 348-9637

Century Link

Attn: Leslie Ferguson
7850 S Trafton St. Bldg B
Tacoma, WA 98409
Telephone: (206) 733-8862

Lakehaven Water & Sewer District

Attn: Wes Hill
31627 1st Avenue S
Federal Way, WA 98003
Telephone: (253)946-5440

Comcast

Attn: Jerry Steele
410 Valley Ave NW, Suite 12-C
Puyallup, WA 98371
Telephone: (253) 288-7532

King County Traffic Operations

Attn: Mark Parrett
155 Monroe Ave NE
Renton, WA 98056
Telephone: (206) 296-8153

AT&T

Attn: Daniel McGeough
11241 Willows Rd NE, #130
Redmond, WA 98052
Telephone: (425) 896-9830

Zayo

Attn: Scott Morrison
22651 83rd Ave S
Kent, WA 98032
Telephone: (206) 832-4862

City of FW IT Dept (City Fiber)

Attn: Thomas Fichtner
33325 8th Ave S
Federal Way, WA 98003
Telephone: (253) 835-2547

ADDITIONAL CONTACTS

King County METRO Transit

81270 6th Ave S, Bldg 2
Seattle, WA 98134
Telephone: (206) 684-2785

South King Fire & Rescue

31617 1st Ave S
Federal Way, WA 98003
Telephone: (253) 946-7253

City of Federal Way Police

33325 8th Ave S
Federal Way, WA 98003
Telephone: (253) 835-6701
(for officer traffic control scheduling)
Telephone: (253) 835-6767
(for traffic / road closure issues)

Federal Way School District

Attn: Transportation Department
1211 S. 332nd St
Federal Way, WA 98003
Telephone: (253) 945-5960

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- The Contracting Agency and its officers, elected officials, employees, agents, and volunteers.
- The consultant that completed the preparation of the engineering design and project plans, and its officers, employees, agents, and subconsultants.
- Consultants hired by the Contracting Agency for design, construction support, or materials testing.

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

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.

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

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

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offense
\$1,000,000	Stop Gap / Employers' Liability each Accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

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

1-07.18(5)C Workers' Compensation

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

1-07.18(5)D Excess or Umbrella Liability

(January 4, 2016 APWA GSP)

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than \$3,000,000 each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance.

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

1-07.18(5)J Pollution Liability

(January 4, 2016 APWA GSP)

The Contractor shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:

1. Contractor's operations related to this project.
2. Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
3. Transportation of hazardous materials away from any site related to this project.

All entities listed under 1-07.18(2) of these Special Provisions shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

Such Pollution Liability policy shall provide the following minimum limits:

\$1,000,000 each loss and annual aggregate

1-07.23 Public Convenience and Safety

1-07.23(1) Construction under Traffic

(January 2, 2012 WSDOT GSP, OPTION 2)

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

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in

accordance with adopted and approved Traffic Control Plans, and other contract requirements.

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

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

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

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10*
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

(January 5, 2015 WSDOT GSP, OPTION 5)

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

Lane closures are subject to the following restrictions:

- Only one lane of traffic (northbound or southbound) may be closed to traffic between the hours of 7:00AM and 3:30PM. Approval to close both one northbound and one southbound lane at the same time will require prior approval by the Project Engineer.
- Left turns may be restricted (by the Contractor) within the project limits at the discretion of the Project Engineer.
- Closure of one lane at a time may occur between the hours of 7AM to 7PM. Any closures between 7PM to 7AM require prior approval by the City
- If a lane closure is required, at least one lane of traffic (alternating directions / flagger controlled) shall be maintained at all times.

- Unless otherwise approved or shown on plans, the Contractor shall maintain two-way traffic during construction. The Contractor shall maintain continuous two-way traffic along streets throughout the project site. The Contractor shall have the option, with the approval of the Engineer, of momentarily interrupting the continuous two-way traffic to allow one-way traffic. Such interruptions shall utilize qualified flaggers placed in strategic locations to insure the public safety and minimize driver confusion. A momentary interruption shall be defined as a period of time not to exceed two (2) minutes. Regardless of the period of time no queue greater than ten (10) cars in length will be allowed.
- Working at night (8pm to 7am weekdays, 8 pm-9am weekends & holidays) is not mandated by the City. Should the contractor schedule project work during nighttime hours, it shall be the Contractor's responsibility to obtain any required noise variance or exemption for such work.
- For approved night work, the Contractor shall, at no additional cost to the City, make all arrangements for operations during hours of darkness. Flagger stations shall be illuminated using a minimum 150-watt floodlight. Lighting used for nighttime work shall, whenever possible, be directed away from or shielded from residences and oncoming traffic. Signs and barricades shall be supplemented by Type C steady burn lights to delineate edge of roadway during the hours of darkness.
- The Contractor shall keep all pedestrian routes & access points (including, but not limited to, sidewalks, and crosswalks when located within the project limits) open and clear at all times unless permitted otherwise by the Engineer in an approved traffic control plan. An ADA accessible route must be provided through the project site at all times.
- Pedestrians must have access to pedestrian push buttons at all times.
- The Contractor shall provide flaggers, signs, and other traffic control devices. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.
- All signs and traffic control devices for the permitted closures shall only be installed during the specified hours. Construction signs, if placed earlier than the specified hours of closure, shall be turned or covered so as not to be visible to motorists
- The Contractor shall be responsible for notifying all affected property owners and tenants prior to commencing the barricading of streets,

alleys, sidewalks and driveways. Notifications should be at least 48 hours in advance of closures, if possible.

- The Contractor shall, at all times throughout the project, conduct the work in such a manner as will obstruct and inconvenience vehicular and pedestrian traffic as little as possible. The streets, sidewalks and private driveways shall be kept open by the Contractor except for the brief periods when actual work is being done. The Contractor shall so conduct his operations so as to have under construction no greater length or amount of work than he can prosecute vigorously and he shall not open up sections of the work and leave them in an unfinished condition.
- Lane closures shall not impact business accesses. All business accesses will remain open during business hours.
- Lane closures shall not restrict vehicular access for buses through the project site. Bus stops shall remain ADA accessible to pedestrians at all times throughout the project

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

Lane closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After 12:00 PM (noon) on the day prior to a holiday or holiday weekend, and
4. Before 7:00 AM on the day after the holiday or holiday weekend.

1-07.24 Rights of Way
(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

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

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

(April 12, 2018 CFW GSP)

Section 1-07.24 is supplemented with the following::

The Contractor shall be responsible to abide by the right-of-entry agreements with adjacent property owners that have been obtained (if any) by the City for this project. Please note these agreements may be included as an appendix or will be made available upon request of the Contractor.

Right-of-entries on adjacent private property have been secured for purposes such as: construction of driveways, slope restoration, drainage, utilities, irrigation, and/or property restoration. The Contractor is expressly forbidden from using right-of-entry areas for vehicle or equipment storage or material stockpiling without first receiving written approval from the property owner. A copy of the written approval shall be provided to the Engineer before the Contractor stores any equipment or materials. Written permission from property owners does not relieve the Contractor of their obligation to receive permission from the City Community Development Department for the use of sites as staging areas, if required.

Right-of-entry agreements may include responsibilities for the Contractor, such as: listing property owners as additional insured; providing advance notice to certain representatives; or daily site cleanup requirements. These responsibilities are listed as examples only and the right-of-entry documents should be reviewed by the Contractor to determine all necessary requirements.

1-07.28 Communication with Businesses and Property Owners

(April 12, 2018 CFW GSP)

Section 1-07.28 is added:

The Contractor will be responsible for communicating all work activities with the property owners / tenants that are located adjacent to the project. The Contractor, along with the City's inspector & project engineer, shall have one formal meeting (door-to-door project walk-through) with the property owners/tenants prior to the start of construction. It will be the Contractor's responsibility to initiate and set up the meeting.

Thereafter, the Contractor shall keep the property owners / tenants informed of their general work locations and upcoming activities by distributing a monthly status/schedule memo to the businesses. The memo shall be approved by the City's Project Engineer prior to distribution.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters
(May 25, 2006 APWA GSP)

1-08.0(1) Preconstruction Conference
(October 10, 2008 APWA GSP)

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

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

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

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

Add the following new section:

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated

above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

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

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

1-08.1 Subcontracting

(May 30, 2019 APWA GSP, OPTION B)

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify...".

1-08.3 Progress Schedule

1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit 3 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the

schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

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

1-08.5 Time for Completion

(November 30, 2018 APWA GSP, OPTION A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by

the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
 - g. Property owner releases per Section 1-07.24

(March 13, 1995 WSDOT GSP, OPTION 7)

Section 1-08.5 is supplemented with the following:

This project shall be physically complete within the following working days

Base Bid: six working days

Alternate A1: four working days

Alternative A2: five working days

1-08.6 Suspension of Work

(January 2, 2018 WSDOT GSP, OPTION 2)

Section 1-08.6 is supplemented with the following:

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

The Contractor shall show procurement of the materials listed below as activities in the Progress Schedule. If the approved Progress Schedule indicates the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar

days, then contract time shall be suspended upon physical completion of all critical work except that work dependent upon the listed critical materials:

- CIPP Liner

Charging of contract time will resume upon delivery of the critical materials to the Contractor or 120 calendar days after execution by the Contracting Agency, whichever occurs first.

1-08.9 Liquidated Damages
(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

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

1-09 MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment
(July 23, 2015 APWA GSP, OPTION 2)

Revise item 4 of the fifth paragraph to read:

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

1-09.2(5) Measurement
(May 2, 2017 APWA GSP)

Revise the first paragraph to read:

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

1-09.6 Force Account
(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount

of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

1-09.7 Mobilization

(April 12, 2018 CFW GSP)

Supplement Section 1-09.7 with the following:

Obtaining a site for the Contractor's mobilization, field office(s), storage of materials, access and personnel parking spaces, and other general operations shall be the responsibility of the Contractor. The Contractor will be responsible for maintaining these spaces in a safe and orderly condition throughout the duration of the project. The Contractor shall provide the City with a copy of agreement(s) with property owner. All costs associated with securing sites shall be included in the other bid items on the project and no other compensation will be made.

1-09.9 Payments

(March 13, 2012 APWA GSP)

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

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

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

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

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

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

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

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

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

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

1-09.11 Disputes and Claims
(September 3, 2019 WSDOT GSP)

Sections 1-09.11 through 1-09.11(1)B are replaced with the following:

Disputes and Claims

When protests occur during a Contract, the Contractor shall pursue resolution through the Engineer in accordance with Section 1-04.5. Unless noted otherwise in the specifications, compliance with all the requirements of Section 1-04.5 is a condition precedent to initiating any action pursuant to these Special Provisions.

If the negotiations using the procedures outlined in Section 1-04.5 fail to provide satisfactory resolution of the protest, then the Contractor shall provide the Engineer with written notification of dispute stating that the Contractor will continue to pursue the dispute in accordance with the provisions of these Special Provisions. The written notification of dispute shall be provided within 14 calendar days after receipt of the Engineer's written determination that the Contractor's protest is invalid pursuant to Section 1-04.5. Should the Contractor not provide written notification of dispute within the designated time period, the Contractor shall be deemed to have waived any right to pursue the protest further and the matter shall be considered resolved.

When the Proposal Form includes the Bid item "Disputes Review Board", unresolved protests shall be subject to the **Disputes Review Board** subsection of this Special Provision. Either party, Engineer or Contractor, may refer a matter in dispute to the Disputes Review Board. Compliance with the requirements of the **Disputes Review Board** subsection of this Special Provision is a condition precedent to any further right of the Contractor to pursue the dispute either by certified claim or litigation/arbitration.

When the Proposal Form does not include the Bid item "Disputes Review Board", the Contractor's written notification of dispute shall indicate whether the Contractor is requesting to resolve the dispute through the use of a Disputes Review Board as outlined in the **Disputes Review Board** section of this Special Provision, or will submit a formal certified claim directly to the Engineer pursuant to Section 1-09.11(2). If the Contractor requests a Disputes Review Board, the Engineer will notify the Contractor in writing within 7 calendar days of receipt of the request whether the request is acceptable. If both parties to the dispute agree to use a Disputes Review Board, then a pay item "Disputes Review Board" will be added to the Contract by change order and the dispute will be subject to the provisions of the **Disputes Review Board** subsection of this Special Provision. If the parties do not agree to establish a Disputes Review Board

or the Contractor does not request a Disputes Review Board in its written notification of dispute, the Contractor shall comply with the provisions of Section 1-09.11(2).

Regardless of any protest or dispute, the Contractor shall proceed promptly with the Work as the Engineer orders.

Disputes Review Board

The procedures set forth in these Special Provisions shall only apply when the Contract includes the pay item "Disputes Review Board".

Disputes Review Board – General

In order to assist in the resolution of dispute(s) between the Contracting Agency and the Contractor arising out of the work of this Contract, a Disputes Review Board, hereinafter called the "Board", will consider disputes referred to it and furnish written recommendations to the Contracting Agency and Contractor to assist in resolution of the dispute(s). The purpose of the Board response to such issues is to provide nonbinding findings and recommendations designed to expose the disputing parties to an independent view of the dispute.

Disputes Eligible for Consideration by the Disputes Review Board

The Board shall consider and provide written recommendations concerning the following disputes:

1. Interpretation of the Contract.
2. Entitlement to additional compensation and/or time for completion.
3. Other subjects mutually agreed by the Contracting Agency and Contractor to be a Board issue.

Board Member Qualifications

The following definitions apply for the purpose of setting forth experience and disclosure requirements for Board members.

Financial ties - any ownership interest, loans, receivables or payables.

Party directly involved - The Contracting Agency or Contractor of this Contract.

Party indirectly involved - The firms associated with the Contractor on this Contract, including joint venture partners, subcontractors of any tier, and suppliers; and firms associated with the Contractor or the Contracting Agency on this Contract, such as designers, architects, engineers, or other professional service firms or consultants.

The Board members shall:

1. Be experienced in the interpretation of construction contract documents.
2. Have attended training by the Dispute Resolution Board Foundation in dispute resolution within the last five years.
3. Be experienced in construction Contract dispute resolution for an owner or Contractor at the level of having responsibility and authority to settle disputes.
4. Be able to discharge their responsibilities impartially and independently, considering the facts and conditions related to the matters under consideration in strict compliance with the provisions of the Contract.
5. Not be a current employee of any party directly or indirectly involved.
6. Not have been an employee of any party directly or indirectly involved with the Project within a period of one year of the Contract Execution date.
7. Not have a financial interest in the Contract except for payments for services on the Board.

Board Member Ongoing Responsibilities

While serving on the Disputes Review Board on this project:

1. Board members shall not participate in any discussion contemplating the creation of an agreement or making an agreement with any party directly or indirectly involved in the Contract regarding employment or fee-based consulting services, or any other business arrangement after the Contract is completed.
2. Board members shall not officially give any advice to either party. The individual members will act in a completely independent manner and will have no consulting or business connections with either party, except for payments for services on the Board.
3. During routine meetings of the Board as well as during formal hearings, Board members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of Board members expressed in private sessions with other Board members should be kept strictly confidential.
4. The Board shall comply with the terms of the Contract and enforce such terms consistent with the laws of the State of Washington. Board members shall not supplant or otherwise

interfere with the respective rights, authorities, duties and obligations of the parties as defined in the Contract. In making its recommendations, the Board shall not make a recommendation that ignores, disregards, or undermines the intention, requirements, or allocation of risk, established by the Contract.

5. Throughout the life of the Contract, if Board members become aware of potential conflicts of interest, they shall be disclosed to the parties immediately.

Establishment of the Board

The Contracting Agency and Contractor shall meet prior to the start of Contract time to jointly select three Board nominees. If the pay item, "Disputes Review Board" is added by change order, the Contracting Agency and Contractor shall meet to select Board nominees after the change order is processed.

The Contracting Agency and the Contractor shall provide to the Board nominees a list of the firms directly and indirectly involved with the Project, including, but not limited to designers, architects, engineers, professional service firms, consultants, JV partners, subcontractors and suppliers, along with a listing of key personnel of each.

Board nominees shall provide to the Contractor and Contracting Agency the following information within 21 calendar days of nomination. Board nominees that are included on the Washington State Department of Transportation "Statewide Prequalified DRB Candidate Roster" will not be required to submit resumes.

1. Resume showing:
 - a. Full name and contact information
 - b. Experience qualifying the person as a Board member as outlined in the **Board Member Qualifications** subsection of this Special Provision.
 - c. Previous Board participation, if any. List each Board assignment separately, indicating the name and location of the project, approximate dates of Board service, name of Contracting Agency, name of Contractor, names of the other Board members and the approximate number of disputes heard. When previous Board experience is extensive, the list may be truncated at the prospective Board member's discretion.
2. Disclosure statement addressing the following:
 - a. Previous or current direct employment by one of the parties directly or indirectly involved.

- b. Previous or current engagement as a consultant to any party directly or indirectly involved - by the prospective Board member or by the firm to which the prospective Board member is directly employed.
- c. Previous, current, or future financial ties to any of the parties directly or indirectly involved.
- d. Previous or current personal or professional relationships with a key member of any party directly or indirectly involved.
- e. Previous and current service as a Board member on projects where any of the parties directly or indirectly involved in this Contract were also involved.
- f. Any prior involvement in this project.

Within 14 calendar days of receiving the resumes and disclosure statements from the Board nominees, the Contracting Agency and the Contractor shall review and jointly agree on the final selection of the three members to serve on the Board. In the event that any of the three nominees are not acceptable to either party, the process shall be repeated until all positions are filled.

The Contracting Agency, the Contractor, and the Board shall execute the Three-Party Agreement not later than the first Board meeting. The Three-Party Agreement form (WSDOT Form 134-091) is available online at WSDOT Electronic Forms webpage.

The Board shall determine and notify the parties which Board member will act as the Board chair.

Disputes Review Board Candidates

The qualifications of some potential Board members have been reviewed and deemed potentially acceptable by the Washington State Department of Transportation (WSDOT). This list of potential Board members, Statewide Prequalified DRB Candidate Roster, is available from the WSDOT Headquarters Construction Office website at <https://www.wsdot.wa.gov/business/construction/dispute-review-boards>. Either party may propose a Board nominee that is not on the WSDOT list. In either case, Board nominees must comply with the requirements of the **Board Member Qualifications**, **Board Member Ongoing Responsibilities**, and **Establishment of the Board** subsection of this Special Provision, and every Board member must be deemed acceptable by both the Contracting Agency and the Contractor.

Replacement or Termination of a Board Member

Procedures for terminating Board members are defined in The Three-Party Agreement.

Disputes Review Board Procedures – General

The Board, Contracting Agency, and Contractor may mutually develop rules of operation of the Board that supplement the Three-Party Agreement. Such supplemental rules must be in writing and accepted by the Board, Contracting Agency, and Contractor.

The Board members shall act impartially and independently in the consideration of facts and conditions surrounding any dispute presented by the Contracting Agency or the Contractor and that the recommendations concerning any such dispute are advisory.

The Contracting Agency and the Contractor shall furnish to the Board documents in accordance with the Three-Party Agreement.

Regular Disputes Review Board Meetings

All regular Board meetings will be held at or near the job site. The frequency of regular meetings will be set by mutual agreement of the Board, the Contracting Agency and the Contractor. Each regular meeting is expected to consist of a round table discussion and a field inspection of the project site. A member of the Contracting Agency and Contractor are expected to jointly facilitate the round table discussion. Round table discussion attendees are expected to include selected personnel from the Contracting Agency and the Contractor. The agenda for each meeting will be managed by the Board.

Standard Procedure for Consideration of Disputes

Dispute Referral

Disputes shall be referred in writing to the Board chair with a copy concurrently provided to the other Board members and the other party.

1. The dispute referral shall concisely define the nature and specifics of the dispute that is proposed to be considered by the Board and the scope of the recommendation requested. This referral is not expected to contain a mutually agreed upon statement of the dispute.
2. The Board chair shall confer with the parties to establish a briefing schedule for delivering prehearing submittals/rebuttals, and a date, time, and location for convening the Board for a hearing.

Pre-Hearing Submittal

1. The Contracting Agency and the Contractor shall each prepare a pre-hearing submittal and transmit both a hard copy and an electronic copy of it to all three members of the

Board and the other party. The pre-hearing submittal, comprising a position paper with such backup data as is referenced in the position paper, shall be tabbed, indexed, and the pages consecutively numbered.

2. Both position papers shall, at a minimum, contain the following:
 - a. A mutually agreed upon joint statement of the dispute and the scope of the desired report being requested of the Board, placed at the beginning of the papers. The language of this joint statement shall summarize in a few sentences the nature of the dispute. If the parties are unable to agree on the wording of the joint statement of dispute, each party's position paper shall contain both statements, and identify the party authoring each statement.
 - b. The basis and justification for the party's position, with reference to Contract language and other supporting documents for each element of the dispute. In order to minimize duplication and repetitiveness, the parties may identify a common set of documents that will be referred to by both parties, and submit them in a separate package.
3. If requested by the Board or either party, the Contracting Agency and the Contractor shall each prepare and submit a rebuttal paper in response the position paper of the other party.
4. The number of copies, distribution requirements, and time for submittal will be established by the Board and communicated to the parties by the Board chair.

Disputes Review Board Hearing

1. The Contracting Agency will arrange for or provide hearing facilities at or near the project site.
2. Attendance:
 - a. The Contracting Agency and the Contractor will have a representative at all hearings.
 - b. The Contracting Agency and Contractor shall both limit attendance at the hearing to personnel directly involved in the dispute and participants in the good-faith negotiations that were conducted prior to submittal to the Board except as noted elsewhere in this section.

- c. At least 14 calendar days before the hearing, each party shall provide a list of proposed attendees to the Board and to the other party. In the event of any disagreement, the Board shall make the final determination as to who attends the hearing.
 - d. Attorneys shall not attend hearings except as follows:
 - i. Attorneys are identified as such on the list of proposed attendees;
 - ii. All parties desiring their attorney present are able to do so.
 - iii. Attorneys shall not participate in the hearing, unless the scope and extent of Attorney participation is mutually agreed to by the Contracting Agency, Contractor and the Board at least 7 calendar days before the hearing.
 - e. For hearings regarding disputes involving a Subcontractor, the Contractor shall require and ensure that each Subcontractor involved in the dispute have present an authorized representative with actual knowledge of the facts underlying the Subcontractor disputes.
3. A party furnishing written evidence or documentation of any kind to the Board must furnish copies of such information to the other party and the Board a minimum of 21 calendar days prior to the date the Board sets to convene the hearing for the dispute, unless otherwise mutually agreed to by the parties and the Board. Either party shall produce such additional evidence as the Board may deem necessary and furnish copies to the other party prior to submittal to the Board.
 4. The conduct of the hearing shall be established by the Board and be generally consistent with the following guidelines:
 - a. The party who referred the dispute to the Board shall present first, followed by the other party.
 - b. To assure each party a full and adequate opportunity to present their position, both parties shall be allowed successive rebuttals and to rebut the opposing party's position until, in the Board's opinion, all aspects of the dispute have been fully and fairly covered.
 - c. The Board shall be fully prepared to, and may at any time, ask questions, request clarifications, or ask for additional data, documents, and/or job records.

- d. Either party may request that the Board direct a question to, or request a clarification from the other party. The Board shall determine at what point in the proceedings such requests may be made and if they will be granted. In general, the Board will not allow one party to be questioned directly by the other party.
 - e. In difficult or complex cases, additional hearings may be necessary to facilitate full consideration and understanding of the dispute.
 - f. The Board, in its discretion, may allow introduction of arguments, exhibits, handouts, or documentary evidence that were not included in that party's prehearing position paper or rebuttal and have not been previously submitted to the other party. In such cases the other party will be granted time to review and prepare a rebuttal to the new material, which may require a continuation of the hearing.
5. After the hearing is concluded, the Board shall meet in private and reach a conclusion supported by two or more members. Its findings and recommendations, together with its reasons shall then be submitted as a written report to both parties. The recommendations shall be based on the pertinent Contract provisions, facts, and circumstances involved in the dispute. The Contract shall be interpreted and construed in accordance with the laws of the State of Washington.

Failure to Prepare a Pre-Hearing Submittal or Attend a Hearing

In the event that either party fails to deliver a pre-hearing submittal by the date established by the Board, the Board shall, at its discretion, determine whether the hearing shall proceed as originally scheduled, or allow additional time for the submittal and/or reschedule the hearing. On the final date and time established for the hearing, the Board shall proceed with the hearing utilizing the information that has been submitted.

In the event that representatives of either the Contracting Agency or the Contractor fail to appear at the appointed time of a hearing, the Board shall postpone the hearing until such time as representatives from both parties are available to proceed with the hearing.

Use of Outside Experts

1. By the Contracting Agency or the Contractor:
 - a. A party intending to offer an outside expert's analysis at the hearing shall notify the other party and the

Board in writing no less than 30 calendar days prior to the due date for delivering the pre-hearing submittal, and provide the following disclosure:

- i. The expert's name and a general statement of the area of the dispute that will be covered by his or her testimony.
 - ii. A statement prepared by the proposed expert which addresses the requirements of the **Establishment of the Board** subsection of this Special Provision, item 2.
 - iii. A statement prepared by the proposed expert which identifies the experience and training which qualifies them as an expert.
- b. Upon receipt of the disclosure, the other party shall have the opportunity to secure the services of an outside expert to address or respond to those issues that may be raised by the other party's outside expert. The notification and disclosure requirement shall be the same as that specified elsewhere in this section, except the time requirement is 21 calendar days.

2. By the Board:

- a. When requested by the Board and subject to approval of the parties, outside experts may be needed to assist the Board. In such cases, the outside expert shall in no way be deemed authorized to usurp the Board's authority to issue the Board recommendations. Such authority shall remain vested solely in the Board.
- b. Prior to arranging for outside experts, the Board shall obtain prior approval from the Contracting Agency and the Contractor by providing:
 - i. A statement explaining why the expert assistance is needed.
 - ii. An estimate of the cost of the expert assistance.
 - iii. The expert's name and a general statement of the area of expertise they will provide.
 - iv. A statement prepared by the proposed expert which addresses the requirements of the **Establishment of the Board** subsection of this Special Provision, item 2.

- v. A statement prepared by the proposed expert which identifies the experience and training which qualifies them as an expert.
- vi. A confidentiality statement, consistent with the confidentiality obligations of the Board described in the Three Party Agreement, executed by the proposed expert.

Disputes Review Board Report

The Board's recommendations shall be formalized in a written report signed by all Board members. The recommendations shall be based on the Contract Provisions and the facts and circumstances involved in the dispute. The report should include a description of the dispute, statements of each party's position, findings as to the facts of the dispute, discussion and rationale for the recommendation(s), and the recommendation(s). The report shall be submitted concurrently to the parties, as soon as possible after completion of the hearing as agreed by all parties.

Either party may request clarification of a report within 14 calendar days following receipt of the report. Within a reasonable period of time, the Board shall provide written clarification to both parties. Requests for clarification shall be submitted in writing simultaneously to the Board and the other party.

Either party may request reconsideration of a report, provided:

1. The request is made within 14 calendar days following receipt of the report, and
2. New information is obtained or developed that was not known at the time of the hearing or, in the party's opinion, the Board misunderstood or failed to consider pertinent facts of the dispute.

Requests for reconsideration shall be submitted in writing simultaneously to the Board and the other party. The Board shall give the party not requesting reconsideration the option of submitting a rebuttal to any information that is the basis of the request for reconsideration. The Board shall provide a written response to the request for reconsideration.

Acceptance of Disputes Review Board Recommendations

Within 30 calendar days of receiving the Board's report, or within 14 calendar days of receiving the Board's written clarification and/or reconsideration, both the Contracting Agency and the Contractor shall respond to the other in writing signifying that the dispute is either resolved or remains unresolved. Although both

parties should place weight upon the Board recommendations, the recommendations are not binding.

If the Board's assistance does not lead to resolution of the dispute, the Contractor must file a claim according to Section 1-09.11(2) before seeking any form of judicial relief.

In the event the Board's recommendations do not lead to resolution of the dispute, the Board's recommendation consisting solely of the Board's written report and any written minority reports, along with the Board's written clarifications and written responses to requests for reconsideration, if any, will be admissible in any subsequent dispute resolution proceedings including, but not limited to litigation/arbitration. The aforementioned list of documentation shall be considered all inclusive.

Payment for the Disputes Review Board

The Contracting Agency and Contractor shall share equally in the cost of the Board's services and all operating expenses of the Board. The Board members' compensation shall be in accordance with the Three Party Agreement. After the Contractor and Contracting Agency review invoices from the Board and other operating expenses of the Board, the Contractor shall make full payment for all Board members and Board operating expenses. The Contracting Agency will reimburse the Contractor for fifty percent of such payments, under the pay item "Disputes Review Board".

The Contractor and the Contracting Agency shall equally bear the cost of the services of the outside expert hired to advise the Board. Outside experts hired to advise the Board shall Contract directly with the Contractor after concurrence from the Board and approval from the Contracting Agency. Invoices for these services shall be submitted by the expert to both the Contractor and Contracting Agency for approval by both parties. The Contractor shall pay approved invoices in full, and the Contracting Agency will reimburse the Contractor for fifty percent of such payments, under the Bid item "Disputes Review Board".

The cost for securing outside expert services for the Contracting Agency or the Contractor shall be borne by the party securing such services.

The Contracting Agency will provide administrative services, such as conference facilities and copying services, to the Board and the Contracting Agency will bear the costs for these services.

Indemnification of Disputes Review Board Members

The Contracting Agency and Contractor shall indemnify and hold harmless the Board members from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of and resulting from the actions and recommendations of the Board.

1-09.11(3) Time Limitation and Jurisdiction
(November 30, 2018 APWA GSP)

Revise this section to read:

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

1-09.13 Claim Resolution

1-09.13(3) Claims \$250,000 or Less
(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration
(November 30, 2018 APWA GSP)

Revise the third paragraph to read:

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

1-10.1(2) Description
(April 12, 2018 CFW GSP)

Section 1-10.1(2) is supplemented with the following:

Business Open During Construction Signs

The Contractor shall provide a "Business Open During Construction" sign at every non-residential driveway approach within the project limits. Business Open During Construction Signs shall be considered Construction Signs Class A.

(*****)

City of Federal Way Project Signs

Five (5) project signs shall be installed, one at each project site. Signs will be 5-ft wide by 3-ft high aluminum class A construction signs. Sign materials will be provided by the City. The contractor shall be responsible for providing sign posts, installing, and maintaining signs. The Contractor shall also be responsible for taking down the signs upon completion of the project and returning the signs to the City.

1-10.2 Traffic Control Management

1-10.2(1) General

(January 3, 2017 WSDOT GSP, OPTION 1)

Section 1-10.2(1) is supplemented with the following:

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701

1-10.2(2) Traffic Control Plans

(April 12, 2018 CFW GSP)

Section 1-10.2(2) is supplemented with the following:

The following minimum Traffic Control requirements shall be maintained during the construction of the project:

1. If the Contractor opts to utilize traffic control plans other than those provided in these Contract Documents, the Contractor shall provide traffic control plans to the City of Federal Way for review and approval a minimum of five (5) working days prior to implementation. These plans shall supplement Construction Staging Plans. The plans as provided by the Contractor shall include and not be limited to the following information:
 - Stop line locations with station and offset to verify safety of intersection turning radius for vehicles.
 - Minimum lane widths provided for vehicular travel.

- Turn pocket length, gap, and tapers in conformance with the Manual on Uniform Traffic Control Devices.
2. Detours will not be allowed except as noted herein or Section 1-07.23(2) as amended.
 3. Temporary paint striping, reflective marking tape, and/or retroreflective tubular markers shall be required for each shift of traffic control. The Contractor shall provide temporary striping, reflective marking tape, and/or reflective tubular markers as required at the direction of the Engineer.
 4. The Contractor provided Traffic Control Plans shall lay out traffic control device spacing, tapers, etc., to scale, and shall contain accurate dimensions and legends and shall be signed by the preparer.

1-10.3 Traffic Control Labor, Procedures and Devices

1-10.3(1) Traffic Control Labor

(April 12, 2018 CFW GSP)

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

Off-Duty Uniformed Police Officer

The City shall reimburse the Contractor for the use of off-duty uniformed police officers at the invoiced cost with no mark-up per Standard Specifications 1-09.6 Force Account.

Off-duty uniformed police officer will be required only when the signal system is in flashing mode or is not operational or when otherwise deemed necessary by the Project Engineer.

The Contractor shall direct all Extra Duty requests, questions, or issues to Lynette Allen with the Federal Way Police Department at (253) 835-6701, or lynette.allen@cityoffederalway.com. On Fridays (or other times you cannot reach Lynette), please call (253) 835-6700 and ask for Diane Shines or Tami Parker.

If the Contractor needs to cancel a job on Saturday or Sunday, please call (253) 835-6851 and ask them to inform the officer that the job is cancelled. Follow that up with an email to Lynette Allen.

When scheduling off-duty uniformed police officers in the City of Federal Way, City of Federal Way Police Department (CFWPD) officers must be contacted first. If CFWPD cannot fill the job, off-duty King County Sheriff's Officers or Washington State Patrol Officers are allowed to work within the City of Federal Way, but must receive the CFWPD Chief's prior permission to work extra duty and fill the Contractor's request. No other agencies or private companies are authorized to perform off duty work within the City of Federal Way without project-specific approval from the CFWPD Chief or their designee. The CFWPD Chief has designated Lynette Allen as the program administrator so she can give the required permission.

The use of off-duty uniformed police officers shall be in accordance with the City of Federal Way Police Department's guidelines as follows:

- The Contractor will be billed for the entire duration of the job as it was requested. For example, if the Contractor requested an officer for 8 hours and the job was completed in 4 hours, the Contractor will still be billed for the entire 8 hours. A minimum of three (3) hours call out time shall be paid by the Contractor for each request for off-duty police officers.
- If a job is cancelled with less than 24 hours' notice, the Contractor will be required to pay a 3 hour minimum. It shall be the Contractor's responsibility to arrange a work schedule to minimize any additional costs incurred by the minimum three (3) hour call out requirement. No reimbursement of any portion of the minimum callout will be allowed where Contractor-made schedule revisions occur after an off-duty officer has been procured.
- The Contractor's request for a police officer does not guarantee they will get one. The Contractor must provide the date(s), times, location, and other details of their request and the CFWPD will put the job out to the officers. Whether an officer signs up for it depends on many variables, especially their availability on the day requested. The more advance notice provided by the Contractor, the more likely it is that the job will be filled. Requests shall be made a minimum of forty-eight (48) hours before the use of the off-duty police officers on the project site.
- The officer usually arrives at the extra duty job in a police car.
- Officers cannot work extra duty jobs in plain clothes; they must wear their police uniform.
- If a major emergency occurs, the off-duty officer may be pulled from the project. An officer may also get pulled off the job if he/she is required to appear in court.
- Officers must be given breaks and lunch according to the Federal Labor Standards Act (FLSA).

1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items) ***(August 2, 2004 WSDOT GSP, OPTION 1)***

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

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

END OF DIVISION 1

**DIVISION 7
DRAINAGE STRUCTURES, STORM SEWERS,
SANITARY SEWERS, WATER MAINS, AND CONDUITS**

7-06 VACANT

(***)**

Delete this section, and replace it with the following:

7-06 STORM DRAIN REHABILITATION USING CURED IN PLACE METHOD

7-06.1 Description

This work consists of the installation of cured-in-place pipe (CIPP) in existing sewers or CIPP Sectional Liners (CIPPSL) for spot repairs, liner end and connection sealing including all labor, materials, and equipment necessary to complete the work.

Locations of existing sewer pipes and repair methods are shown on the design plans. If a particular pipe is shown to be repaired with spot repair (CIPPSL) method, the Contractor may choose to repair the pipe with CIPP method to line the entire pipe from catchbasin to catchbasin, provided that there will be no additional cost to the city. On the other hand, if a particular pipe is shown to be repaired with CIPP method (line the entire pipe from CB to CB), the Contractor shall not change the repair method to CIPPSL.

7-06.2 Materials

7-06.2(1) General

Neither the CIPP/CIPPSL system, nor its installation, shall cause adverse effects to any of the City's facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products. Contractor shall notify the Engineer and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local, state and federal environmental laws.

All materials furnished, as part of this contract shall be marked with detailed product information, stored in a manner specified by the manufacturer and tested to the requirement of this contract.

7-06.2(2) Liner Tube

The liner tube shall consist of one or more layers of flexible needled felt or an equivalent material capable of carrying resin, withstanding installation pressures and curing temperatures, and is compatible with the resin system used. Contractor shall be responsible for control of all material and process variables to provide a finished CIPP/CIPPSL possessing the minimum properties specified in ASTM F1216.

The liner product shall be compatible with the host pipeline material and other lining system materials utilized in pipeline rehabilitation.

The liner shall be fabricated to a size that, when installed, will snugly fit the internal circumference of the existing pipe without any annular space between the liner and existing pipe wall, and provide the design thickness when cured.

The liner tube shall be free from tears, holes, cuts, foreign materials and other surface defects. Tube shall have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.

The liner shall be capable of conforming to offset joints, bells, and disfigured pipe sections.

7-06.2(2)A Additional Requirements for Liner Tube for CIPP

The outside of each CIPP liner tube shall be labeled by the liner manufacturer with the location of the liner manufacturer, the name of the project, the liner thickness, the liner diameter, the liner length, and the location where it is to be installed.

7-06.2(2)B Additional Requirements for Liner Tube for CIPPSL

The CIPPSL liner shall be fabricated to a length that will span the defect and overlap a minimum of 12 inches into structurally sound pipe in both the upstream and downstream ends.

The CIPPSL liner material shall be fabricated or cut to neatly fit the internal circumference of the host pipe. When cutting the material to fit, the laminate shall overlap a minimum of 2-inches and cure monolithically per manufacturer's recommendations. The CIPPSL liner shall be compressible material at each end. When cured, liner shall taper flat at the ends to produce a smooth transition to the host pipe.

7-06.2(3) Resin

Resin used shall be a general purpose, unsaturated polyester, vinylester, or epoxy resin able to cure in the presence or absence of water, and a catalyst system compatible with the insertion process.

Resin shall not be subjected to ultraviolet light and shall form no excessive bubbling or wrinkling during lining.

Resins shall be tinted for adequate visibility suitable for internal inspection and provide positive indication of adequate liner wet-out.

7-06.2(4) CIPP END AND CONNECTION SEAL

- A. CIPP End Seal: Use epoxy sealant compatible with liner for end seal. Coat all host pipe surfaces.
- B. Connection Seal: Use epoxy sealant or lateral connection sealing system that is compatible with CIPP liner system for the connection seal.
- C. Sectional Liners: Use an adhesive epoxy compound or mechanical seal to provide a watertight seal

7-06.3 Construction Requirements

7-06.3(1) Design Requirements and Submittals

7-06.3(1)A Design Criteria and Physical Properties

The CIPP design shall be in accordance with ASTM F1216 and/or F1743 with final approval from the Engineer. The liner thickness shall be designed based on the engineering formulas listed in ASTM F1216 for fully deteriorated pipes, assuming groundwater at the surface, HS-20 live loading, 130 pounds per cubic foot dry soil density, trench width of 3.25 feet, depth of cover determined by the adjacent upstream or downstream structure (whichever is deeper), 1000 psi modulus of soil, a maximum allowable deflection of 5 percent, ovality 2% or as measured by field inspection, and a factor of safety of 2.00.

The pipe liner shall conform to the following minimum structural requirements:

Structural Property	Test Method	Minimum Value
Flexural Strength	D790	4,500 psi
Flexural Mod. of Elasticity (initial)	D790	250,000 psi

7-06.3(1)B Submittals

Submit a work plan for installing the CIPP and CIPPSL. The work plan must include:

1. Contractor's description of the proposed CIPP and CIPPSL lining technologies. Submittals shall include all tools and equipment required for a complete installation. Submittals shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown. All equipment, to be furnished for the project, including proposed back-up equipment, shall be clearly described. Contractor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.
2. Summary sheet for each pipe segment. Identify the summary sheet by the pipe identification number shown for the corresponding pipe. Summary sheets must include:
 - 2.1. Engineering design calculations, in accordance with the Appendix of ASTM F-1216, for each length of liner to be installed including the thickness of each proposed CIPP/CIPPSL. These calculations shall be performed and certified by a qualified Professional Engineer. All calculations shall include data that conforms to the requirements of these specifications or has been pre-approved by the Engineer.
 - 2.2. Proposed length, access and termination points for each installation (shot).
 - 2.3. Installation procedure for both insertion and resin curing.
 - 2.4. Manufacturer's recommendations for curing schedule which shall include at least the following information:
 - 2.4.1. Minimum interface temperature for the size and thickness of liners installed.
 - 2.4.2. Hold time.
 - 2.4.3. Minimum pressure and maximum allowable pressure.
 - 2.4.4. Cool down procedure.
 - 2.4.5. For UV light curing include a full protocol for time, rate of travel of the UV assembly, pressures, and amount of lamps in operation for the correct curing of the fabric tube.
3. Manufacturer's information for:

- 3.1. Resin, resin enhancer, and bond enhancer identification and typical properties including:
 - 3.1.1. Identification of supplier.
 - 3.1.2. Liner and resin manufacturer's certification that the resin and catalyst system meets requirements of each site where CIPP/CIPPSL will be installed and is compatible with the intended installation method, service conditions and existing host pipe material including bituminous coatings.
 - 3.1.3. Certificates of compliance for CIPP/CIPPSL in compliance with ASTM F 2019, ASTM D 5813, ASTM F 1216, or ASTM F 1743.
 - 3.1.4. Certification from the resin manufacturer or formulator that bond enhancer is compatible with the resin system.
 - 3.1.5. Certification from the bond enhancer manufacturer that the material is suitable for use in aqueous environments.
- 3.2. Fabric tube description including:
 - 3.2.1. Identification of supplier.
 - 3.2.2. Types of impermeable membranes and relative juxtaposition such as inner layer, outer layer, or both.
 - 3.2.3. Maximum pulling force that will not damage fabric tube for pulled-in-place installations.
- 3.3. End and connection sealing materials, and methods to be used to reinstate connecting laterals. Method, procedure, or information to provide either an adhesive, water-tight seal to the host pipe or a water-tight mechanical seal between the cured sectional liner and host pipe wall which will not prohibit the installation of future, structural liners, sewer cleaning equipment, and CCTV equipment.
- 3.4. Preliner description, preliner splicing recommendations, and identification of the supplier.
- 3.5. Description of nontoxic lubricant for inversion installation. Lubricant must not (1) have any detrimental effects on the fabric tube, resin, or boiler and pump system, (2) support the growth of bacteria, and (3) adversely affect the fluid to be transported.
- 3.6. Manufacturers' shipping, storage and handling recommendations for all components of the CIPP/CIPPSL System.
4. Material safety data sheets for all hazardous chemicals that will be used on the job site including resin, catalyst, cleaners, and repair agents. Identify the proposed use for each hazardous chemical and where it will be used in the work.
5. Third party test data for 10,000-hour, 50-year Flexural Creep Modulus.
 - 5.1. Test shall be in accordance with ASTM D-2990 at 10,000 hours or equal test as approved by the Engineer.
 - 5.2. If approved 10,000 hour tests are not available, Contractor shall use a minimum 50% reduction (50% retention) of Flexural Modulus of Elasticity (per ASTM F1216) for all formula calculations.
6. Short and long-term properties (providing all supporting test data) of all component materials and composite materials. Copy of previous physical properties tests for the sectional liner.
7. An odor control plan that will ensure that project specific odors will be minimized at the project site and surrounding area.
8. Safety Plan submitted prior to beginning any work, identifying all competent persons and address all hazardous chemicals used or expected to be on-site

including resin, catalyst, cleaners and repair agents. The plan shall include a description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with the Contractor's submitted Safety Plan. Particular attention is drawn to the safety requirements involving Work with entering confined spaces.

9. Documentations to prove testing laboratory's qualification. The laboratory must be an independent third party testing laboratory selected by the city or the Contractor shall utilize an independent third party testing laboratory recommended by the CIPP manufacturer. The laboratory must have facilities and staff capable of performing tests in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.
10. Trip tickets (or wetout logs) documenting roller gap setting, the amount of resin used, tube ID (such as batch number or pallet number) of the shipment, tube length, and host pipe ID where the liner is intended to be installed. Trip tickets shall also have the following information: job name, job number, diameter, and thickness.
11. Log of recorded parameters critical to curing process such as temperature, pressure, amount of UV lamps, etc. Parameters shall be monitored and recorded every 10 minutes. Detailed cure log shall include at least the following information: job name and number, wetout date, resin type, shot # (or installation #), tube batch # (or pallet #), length, thickness, pipe ID and diameter, crew superintendent. A blank log form shall be submitted to the Engineer for review prior to CIPP/CIPPSL installation.
12. Detailed method for addressing CIPP sampling and testing requirements, including location and size of each sample to be taken, method and procedures of preserving samples, and method of liner repair if samples were taken from cured liner.

7-06.3(2) Pre-installation Video Inspection and Cleaning of Host Pipe

7-06.3(2)A Cleaning of Host Pipe

Contractor shall clean each pipe prior to installation, to ensure that there are no obstructions or deleterious substances present that would interfere with the installation and/or affect long-term performance of the CIPP/CIPPSL.

The minimum equipment required for performance of this work shall be standard vacuum/jet rodding trucks that operate on the vacuum principle for the removal of solids and must have sufficient 1" minimum inlet diameter hose with water pressure and capability of jet rodding storm drain lines and removing solids/debris in a single operation for a distance of at least 400 feet from said equipment. At a minimum, the following jet cleaning nozzle types and other equipment shall be provided by the Contractor: Standard forward facing jet; rotating chain flail head and root cutters in at least 8" through 18" sizes; and 1" inlet diameter rotating multi-nozzle head.

Contractor's attention is drawn to the fact that significant amount of sediments exist in some of the pipes included in the Contract. Multiple rounds of jet rodding or other methods may be necessary to clean those pipes. Bidders shall carefully

review the pipe video files provided by the city to understand the conditions of the existing host pipes.

Precaution shall be taken, by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor.

7-06.3(2)B Waste Materials Removal, Haul and Disposal

Waste materials generated from the cleaning operation shall be trapped and removed from the manhole or catch basin structure of the sections being cleaned. Passing materials from structure to structure, which could cause line blockages or environmental damage, shall not be permitted. Shavings from tap connection cut-outs shall be removed. A cleaning report for each line shall be submitted after cleaning is completed.

It shall be the responsibility of the Contractor to haul and dispose of the waste materials. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur. Under no circumstances shall waste material be dumped onto the ground surface, streets, catch basins, or storm drains. Materials removed during the cleaning operation, shall be disposed of in accordance with local ordinances associated with vector decanting. Contractor shall provide the Engineer with trip tickets documenting proper disposal of waste materials.

7-06.3(2)B Pre-installation Video Inspection

The Contractor shall perform video inspections prior to CIPP installation to facilitate host pipe cleaning and to prove that the host pipe is ready for CIPP installation. Depending on the conditions of the host pipe, multiple rounds of pre-installation video inspection could be necessary.

After the host pipe is clean and before CIPP/CIPPSL installation, the Contractor shall perform a video inspection. The Contractor shall notify the Engineer at least (2) working days prior to performing this video inspection and shall arrange for the Engineer to observe the video inspection. The Contractor shall provide the Engineer with a copy of the video file and report prior to the installation of the liner.

To ensure all defects are viewed during video inspection the video shall start prior to the camera entering the subject storm pipe.

The video inspection system shall consist of a 360-degree radial view closed circuit television camera (a.k.a. pan and tilt), and shall produce continuous high resolution display with a minimum video resolution of 720x480 All inspections shall be done in a PACP format, with uploadable capability to the City's Granite database.

Contractor shall maintain a clean and clear lens for the duration of the CCTV inspection. Should the lens become soiled, fogged or otherwise impaired to any degree that impedes the ability to clearly see the condition of the pipe, the Contractor shall halt the inspection and clean/clear the lens of any foreign matter impeding the visual inspection. No additional compensation will be made

for re-inspections required by the Engineer due to soiled, fogged, or otherwise impaired camera lenses.

The Contractor shall maintain sufficient light levels within the storm drain to allow for visual inspection of the pipe walls for a minimum distance of three (3) feet in front of the camera lens for all pipes less than 12" in diameter, and a minimum distance of five (5) feet for all pipes 12" in diameter and larger. Additionally, the Contractor shall make certain that the light levels are not so bright that visual inspection is impaired.

During this inspection the Contractor shall identify and determine the exact locations of the tap connections. Once tap connection is detected, the Contractor shall notify the Engineer as soon as possible. The Engineer will determine whether the tap connection is live and need to be reinstated. The notice of physical completion of the project will not be issued until all the pre-installation videos are reviewed by the Engineer and all tap connections are reinstated by the Contractor. If the Contractor failed to determine the exact location of any tap connection prior to the CIPP installation, it is the Contractor's responsibility to find the location of the tap connection and reinstate it. The Contractor shall be responsible for any and all additional costs above and beyond the unit bid price for Tap Connection Reinstatement. If the installed mainline CIPP/CIPPSL liner is damaged in the process of locating the tap connection, the Contractor shall be responsible for repairing the damage to the Engineer's satisfaction and shall bear all the costs of the repair work.

During this inspection the Contractor shall also measure and determine the location and length of each sectional repair.

7-06.3(3) Installation Preparation

7-06.3(3)A Grout and Fill Holes and Voids

It has been determined that it is unnecessary to fill holes and voids on the existing host pipes included in this contract. If the Contractor decides to fill/repair any holes and voids prior to CIPP/CIPPSL installation for the benefit of the Contractor's operation, the Contractor shall be responsible for the costs of the fill/repair work.

7-06.3(3)B Tap Connection Intrusion Removal

Contractor shall trim intruding lateral so that the lateral connection is flush with the internal pipe wall. Contractor shall ensure that existing pipe is not damaged during cutting operations.

7-06.3(4) Flow Bypassing

The Contractor shall furnish a temporary flow bypass system for each work site. The bypass system shall be designed to maintain uninterrupted flows in and around the line segment to be relined. The pump and bypass system shall be of adequate size and capacity to handle the type and quantity of flows at each location.

It shall be the Contractor's responsibility to determine the size and type of bypass system to use. A plan for the bypass system must be submitted to the

Engineer for review prior to mobilization to the job site. The review is for content only and does not relieve the Contractor of his/her responsibilities to design an adequate system. Any damage resulting from the bypass operation shall be addressed by the Contractor, at the Contractor's expense. The City shall be held harmless for any damages caused by the flow bypassing operation.

In order to avoid bypassing large storm flow, Contractor may choose to postpone the installation during and immediately after a storm event. In that case, unworkable days may be granted if requested by the contractor and approved by the Engineer.

There may be minor sags in the existing pipe system at some locations. Contractor shall pump out all water from sags and maintain a dry and workable condition for CIPP installation.

7-06.3(5) Preliner

Existing site conditions may warrant preliner installation prior to CIPP installation. Contractor shall inform the Engineer if preliner is necessary. Install each preliner tube in the presence of the Engineer. Preliner will not be paid if the installation cannot be verified by the Engineer.

Preliner tube must control resin loss and liner thickness and prevent blocked tap connections. For long segments, several sections of preliner tube may be spliced together in compliance with the preliner manufacturer's instructions for forming a tube of adequate length.

7-06.3(6) Liner Installation

The installation and curing of the CIPP and CIPPSL shall be in complete accordance with the manufacturers' specifications.

Prior to liner installation, the Contractor shall provide the Engineer with liner trip tickets for the liners to be installed. Trip tickets shall be signed by the wet-out crew supervisor. No installation will be allowed without the properly documented trip ticket.

Contractor shall log parameters critical to curing process. Log shall be submitted within 48 hours after completing each curing process. If logs are not submitted in a timely manner, Engineer will stop the next installation until the missing log is submitted.

Discharging hot water to storm system is strictly prohibited. Hot water used for curing must be cooled down to ambient temperature before discharging. Alternatively, it might be pumped to sanitary sewer system. Contractor shall be responsible for obtaining appropriate permit from the sewer district for such discharge and be responsible for all the costs associated with the discharge.

Discharging chemicals used in the project such as resin, resin enhancer, bond enhancer, lubricant, end and connection sealing materials into storm system or roadway is strictly prohibited. The Contractor shall take appropriate measures to prevent these chemicals from getting into the storm system and roadway. The Contractor's SPCC plan shall specifically address these chemicals.

Contractor shall trim both ends of installed CIPP so that the ends are flush with manhole walls. Shavings produced from trimming liner ends must be carefully contained and removed from the storm system. Discharging shavings to the storm system is strictly prohibited.

7-06.3(7) Reinstatement of Tap Connections

After the relined material has cured, and material testing has been completed, the Contractor shall immediately relieve each tap connection, to be reinstated, by opening a hole large enough to allow the liquid to drain off. The Contractor shall then proceed to reinstate the tap connection to a minimum of 95% of their original diameter. The liner shall be made flush with the invert of the tap connection. The opening, when complete, shall be smooth with no rough edges that could cause debris to collect and cause future blockages. The opening shall not be more than 100 percent of the tap connection opening. In the event that tap connection reinstatements result in openings that are greater than 100 percent of the tap connection opening, the Contractor shall install a CIPP type repair, sufficiently in size to completely cover the over-cut tap connection. All tap connections shall be completely reinstated within 36 hours. If reinstatement is delayed for any reason, it shall be the Contractor's responsibility to accommodate the need of by-passing the tap connection, at no additional cost to the City.

7-06.3(8) Sealing of Liner at Liner End and Tap Connection

The Contractor shall provide watertight seal at end points of liner and around opening of lateral connection. Seal can be either an adhesive epoxy compound or mechanical seal.

Some of the existing tap connections are non-standard break-in taps. Tap opening may not be round or may have been damaged. Contractor shall seal these non-standard tap connections with adequate amount of epoxy resin sealing compound to fill gaps and cracks around the connection to stop any visible leakage of groundwater.

7-06.3(9) Cleanup and Restoration

The Contractor shall maintain the Project Site in a neat and orderly condition throughout the construction period. All excess material and debris, not incorporated into the permanent installation, shall be disposed offsite by the Contractor at a site approved by the Engineer.

At the end of each work day, the Contractor shall completely clean up the newly lined storm pipes as well as all storm structures to the City's satisfaction. No resin, resin enhancer, bond enhancer, lubricant, end and connection sealing materials, shavings produced from trimming liner ends, and any other chemicals used in the Project shall be left onsite or in the storm system. Discharging these materials in the storm system or onto the roadway is strictly prohibited.

All lubricant residual must be completely cleaned up and removed from storm system using absorbent. Any chemical spilled in the Right-of-Way or private property must be completely cleaned up by the Contractor.

On or before the physical completion date, the Contractor shall clean and remove from the Project Site all surplus and discarded materials, temporary structures, and debris of any kind. The Project Site shall be left in a neat and orderly condition, similar or equal to that prior to construction.

7-06.3(10) Post installation video inspection

The Contractor shall perform post-installation video inspection after all tap connections are reinstated. The video inspection system shall consist of a 360-degree radial view closed circuit television camera (a.k.a. pan and tilt). All inspections should be done in a PACP format, with uploadable capability to the City's Granite database. The video inspection shall be made with no flow in the pipe. The Contractor shall notify the Engineer at least (2) working days prior to performing the video inspection and shall arrange for the Engineer to observe the video inspection. The view shall be up close, and shall slowly pan the entire tap opening. During the post video inspection, the camera must show both ends of the new CIPP and CIPPSL to provide visual on the end sealer of the liner. A clear and close up view of the cut at the tap connection invert shall be a part of the post installation video.

To ensure all defects are viewed during video inspection the video shall start prior to the camera entering the subject storm pipe.

The video inspection system shall consist of a 360-degree radial view closed circuit television camera (a.k.a. pan and tilt), and shall produce continuous high resolution display with a minimum video resolution of 720x480 All inspections shall be done in a PACP format, with uploadable capability to the City's Granite database.

Contractor shall maintain a clean and clear lens for the duration of the CCTV inspection. Should the lens become soiled, fogged or otherwise impaired to any degree that impedes the ability to clearly see the condition of the pipe, the Contractor shall halt the inspection and clean/clear the lens of any foreign matter impeding the visual inspection. No additional compensation will be made for re-inspections required by the Engineer due to soiled, fogged, or otherwise impaired camera lenses.

The quality of the picture must be clear, in focus, and adequately lighted. The Contractor shall provide the Engineer with a copy of the video and report. If, in the opinion of the Engineer, any video is dimly lit, out of focus, or do not clearly show the restored tap connection cut outs, etc., the Engineer will reject the video and will require re-inspection by the Contractor, at no additional cost to the City. If the re-inspection with new video files are not submitted to the Engineer within 30 calendar days of written notification, the Engineer reserves the right to have the lines in question, re-TV inspected by other forces at the Contractor's expense.

7-06.3(11) Testing

7-06.3(11)A Material Testing

No material testing is required for CIPPSL.

For CIPP, one sample shall be taken for each continuous delivered wet liner for testing. The Contractor shall be responsible for all material sampling and testing. Samples shall be clearly marked, identifying the location, date taken, diameter of pipe, and wall thickness.

1. Provide restrained field samples as per ASTM F1216 8.1.1. The sample should be cut from a section of cured CIPP at an intermediate structure or at the termination point that has been inverted through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags. Flat plate sample may be used upon Engineer's approval if placing a like diameter pipe at an intermediate structure is proven to be infeasible. The Contractor shall submit the procedures and other details of flat plate sampling for Engineer's approval prior to the CIPP installation. No additional compensation shall be made by the city regardless of which sampling method is actually used.
2. The sample shall be large enough to allow for a minimum of five specimens for flexural testing per ASTM D790. Samples shall be clearly marked, identifying the location, date, diameter and wall thickness. The markings must be verified by the city's inspector.
3. In case a required sample is not taken or misplaced, the contractor shall take a core sample from the installed CIPP, and shall repair the core at no cost to the City.
4. Tests will be conducted in accordance with ASTM standards for flexural modulus, flexural strength, and wall thickness. All testing shall be performed by an independent third party testing laboratory approved by the city as recommended by the CIPP manufacturer. The laboratory must have facilities and staff capable of performing tests in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.
5. Within 21 days of completing the resin curing at a given pipe location, submit the test results from an independent testing lab. Allow 3 business days for the City's review. The report must be signed by an engineer who represents the independent testing lab and is registered as a civil engineer in the State. The report must include:
 - a. Flexural strength and flexural modulus.
 - b. Thickness measurements.
 - c. Description of the defects in the tested samples in terms of the effect on CIPP performance

7-06.3(11)B Low Pressure Air Test

Low pressure air testing is not required for this project.

7-06.3(12) Quality Assurance

The finished CIPP liner shall be continuous over the length of the host pipe mainline run and shall conform to the walls of the host pipe. The liner shall be free of all visual and material defects such as foreign inclusions, dry spots, soft spots, lift spots, delaminating, pits, pinholes, pilot holes, gouges or cracks. The surface shall be smooth and free of waviness, bumps, or bulges throughout the pipe. Any defects which may, in the opinion of the Engineer, affect the integrity or strength of the pipe liner, shall be repaired at the Contractor's expense in a manner satisfactory to the Engineer.

Wrinkles in the finished CIPP/CIPPSL greater than 5 percent of the pipe diameter are unacceptable and shall be removed and repaired by the Contractor at the Contractor's expense, except the wrinkles caused by the existing host pipe conditions that were specifically accepted by the Engineer prior to the CIPP/CIPPSL installation. Methods of repair shall be proposed by the Contractor and submitted to the Engineer for review and approval. No wrinkles in the CIPP are allowed within 4 feet of liner terminations at structures or access points.

Repairable defects that may occur in the installed CIPP/CIPPSL shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.

Un-repairable defects that may occur to the CIPP/CIPPSL shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP/CIPPSL if possible, or excavation and replacement of the section of pipe where the defect occurs.

All repair/replacement procedures and methods shall be reviewed and approved by the city prior to application. Any defects or unacceptable CIPP liner installation shall be corrected by the Contractor at the Contractor's expense.

7-06.3(13) Warranty

The Contractor shall warrant the finished product against defects per Section 1-05.19. Defects shall be defined as: evidence of visible leakage of groundwater through the CIPP/CIPPSL system, delaminating of any portion of the CIPP/CIPPSL system as visible from video inspection, or separation of any part of the CIPP/CIPPSL system from the host pipe to the extent that the CIPP/CIPPSL system inside diameter in the separated area is 95 percent or less of the completed CIPP/CIPPSL system inside diameter. The Contractor shall also repair any damage to other Work; damage to pipe system components; damage to buildings, houses, or environmental damage caused by the backup of the system because of the failure of the lining system or repairing of same.

7-06.4 Measurement

The length of pre-installation video inspection, post-installation video inspection, cleaning of host pipe including waste material removal haul & disposal, CIPP storm pipe of the size, and preliner will all be the number of linear feet of completed work measured as a straight line between the inside faces of the two end structures. Curves and bends in between structures will not be measured.

Depending on the existing conditions of the host pipe, it might be necessary to perform multiple rounds of pre-installation video inspections. Pre-installation video inspection will only be measured and paid once for each pipe even if multiple rounds of the inspections are necessary and performed.

7-06.5 Payment

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

“Pre-installation Video Inspection”, per linear foot.

“Cleaning of Host Pipe, Incl. Waste Material Removal, Haul & Disposal”, per linear foot.

“Preliner”, per linear foot.

“Post-installation Video Inspection”, per linear foot.

“CIPP Storm Pipe ____ In. Diam.”, per linear foot.

Unless specifically listed as a separate bid item in this section, the unit Contract price per linear foot for CIPP of the size specified shall be full pay for all costs in connection with furnishing all materials, labor, tool, and equipment necessary for furnishing and installation of CIPP, including but not limited to, flow bypassing, pumping water out of sag, grout and fill holes and voids, resin impregnation, liner installation, curing, cool down, sealing of pipe liner at ends, post-installation video inspection, sampling and testing, and cleanup and restoration.

No payment of the bid item for CIPP Storm Pipe ____in. Diam. will be made until post-installation video inspection and lab testing are complete, submitted to the City, and the results meet the contract specifications. Contractor is encouraged to perform post-installation video inspection and lab testing as soon as possible.

END OF DIVISION 7

DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

8.01.3(1)C1 Disposal of Dewatering Water

Delete this Section and replace it with the following:

(*****)

When uncontaminated groundwater with a pH range of 6.5-8.5 is encountered, it may be disposed of as follows:

1. When the turbidity of the groundwater is 25 NTU or less, it may bypass detention and treatment facilities and be discharged into the stormwater conveyance system at a rate that will not cause erosion or flooding in the receiving surface water body.
2. When the turbidity of the groundwater is not more than 25 NTU above or 125 percent of the turbidity of the site stormwater runoff, whichever is greater, the same detention and treatment facilities as used to treat the site runoff may be used.
3. When the turbidity of the groundwater is more than 25 NTU above or 125 percent of the turbidity of the site stormwater runoff, whichever is greater, the groundwater shall be treated separately from the site stormwater.

Alternatively, the contractor may pursue independent disposal and treatment alternatives that do not use the stormwater conveyance system.

8-01.5 Payment

Section 8-01.5 is deleted and replaced with the following:

(*****)

The work described in this section shall not be paid separately and all costs shall be included in other Contract bid items associated with this work.

END OF DIVISION 8

Except as may be otherwise set forth herein, Grantee's rights shall be exercised upon that portion of the Property ("Easement Area") legally described as follows:

Legal Description of Easement attached hereto as Exhibit B and as depicted on Exhibit B-1 and incorporated herein by this reference.

TOGETHER WITH a temporary construction easement "Temporary Construction Easement" described as follows:

Legal Description of Temporary Construction Easement attached hereto as Exhibit C and as depicted on Exhibit C-1 and incorporated herein by this reference.

1. Purpose. Grantee and its agents, designees and/or assigns shall have the right, at such times as deemed necessary by Grantee, to enter upon the Property upon reasonable prior notice to Grantor, to construct, reconstruct, repair, replace, remove, grade, excavate and enlarge, and, without prior notice to Grantor, to inspect, design, operate, and maintain the underground surface water conveyance pipe and all appurtenances thereto ("Facilities"). Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require subject to the terms of this Agreement.

2. Access. Grantee shall have the right of access across improved driveways on the Property, and a right to temporarily use such additional area on the Property immediately adjacent to the Easement Area, as shall be required to enable Grantee to exercise its rights hereunder, provided use of such additional area shall be for the minimum time and shall be held to the minimum area necessary for such work.

3. Obstructions; Landscaping. Upon reasonable prior written notice to Grantor, Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement Area, and may level and grade the Easement Area to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement Area to its condition prior to such work. Following the installation of the Facilities, Grantor may undertake any ordinary improvements to the landscaping of the Easement Area, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. Grantor's Use of Easement. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with Grantee's rights; provided, however, that Grantor shall not construct or maintain any buildings or other structures on the Easement Area, that Grantor shall not perform grading or other form of construction activity on the Property, which would alter the functioning of the Facilities, and that Grantor shall not blast within fifteen (15) feet of the Easement Area.

5. **Temporary Construction Easement.** The Temporary Construction Easement shall remain in force during construction and until such time the Facilities have been accepted for operation by the Grantee, but in no event later than December 31, 2020.

6. **Indemnification.** Grantee agrees to indemnify, defend, and hold Grantor, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) arising from, resulting from, or connected with the exercise of Grantee's rights under this Agreement, including without limitation, any damage to the Easement Area resulting from surface water flooding.

7. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

DATED THIS 7th day of May, 2019.

GRANTOR:

King County Housing Authority

By:

Signature

Stephen Norman
Print Name

Executive Director
Title

STATE OF WASHINGTON)

) ss.

COUNTY OF King)

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

GIVEN my hand and official seal this 7 day of May, 2019.

Cristy S Thompson

(typed/printed name of notary)

Notary Public in and for the State of Washington.

My commission expires 3-29-2022

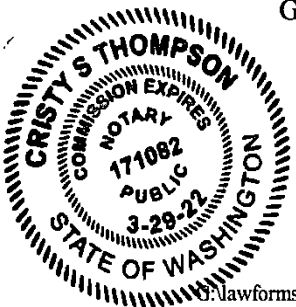


Exhibit A
PROPERTY LEGAL DESCRIPTION

TRACK B OF LAURELWOOD SOUTH DIVISION 6, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 92 OF PLATS, PAGES 49 AND 50, IN KING COUNTY, WASHINGTON.

CORE DESIGN, INC.
Bothell WA 98011

Core Project No: 19015
02/07/2019

Exhibit "B"

PUBLIC STORM DRAINAGE EASEMENT - Description

A STRIP OF LAND 10.00 FEET IN WIDTH, OVER A PORTION OF TRACT B, LAURELWOOD SOUTH DIVISION 6, RECORDED IN VOLUME 92 OF PLATS, PAGES 49 THROUGH 50, SAID STRIP HAVING 5.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE INTERSECTION OF 21ST AVENUE SOUTH AND 21ST PLACE SOUTH; THENCE S47°23'00"E ALONG THE CENTERLINE OF SAID 21ST PLACE SOUTH 61.18 FEET; THENCE S42°37'00"W 24.00 FEET TO A POINT ON THE NORTHEAST LINE OF SAID TRACT B, SAID POINT ALSO BEING ON A POINT OF CURVATURE ON THE WESTERLY MARGIN OF SAID 21ST PLACE SOUTH; THENCE NORTHWESTERLY ALONG SAID NORTHEAST LINE OF SAID TRACT B, AND SAID WESTERLY MARGIN, THROUGH A 25.00-FOOT CURVE TO THE LEFT, THE CENTER WHICH BEARS S42°37'00W, A DISTANCE OF 11.95 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED CENTERLINE; THENCE S71°01'33"W 28.11 FEET TO THE EAST MARGIN OF SAID 21ST AVENUE SOUTH AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED, AS REQUIRED, TO INTERSECT THE NORTH LINE OF SAID TRACT B AND THE MARGINS OF SAID 21ST AVENUE SOUTH AND 21ST PLACE SOUTH.

EXCEPT ANY PORTION LYING WITHIN THE PUBLIC RIGHT-OF-WAY OF SAID 21ST AVENUE SOUTH AND 21ST PLACE SOUTH.

CONTAINS 253± SQUARE FEET (0.0058± ACRES)

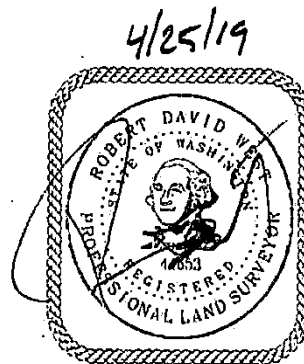
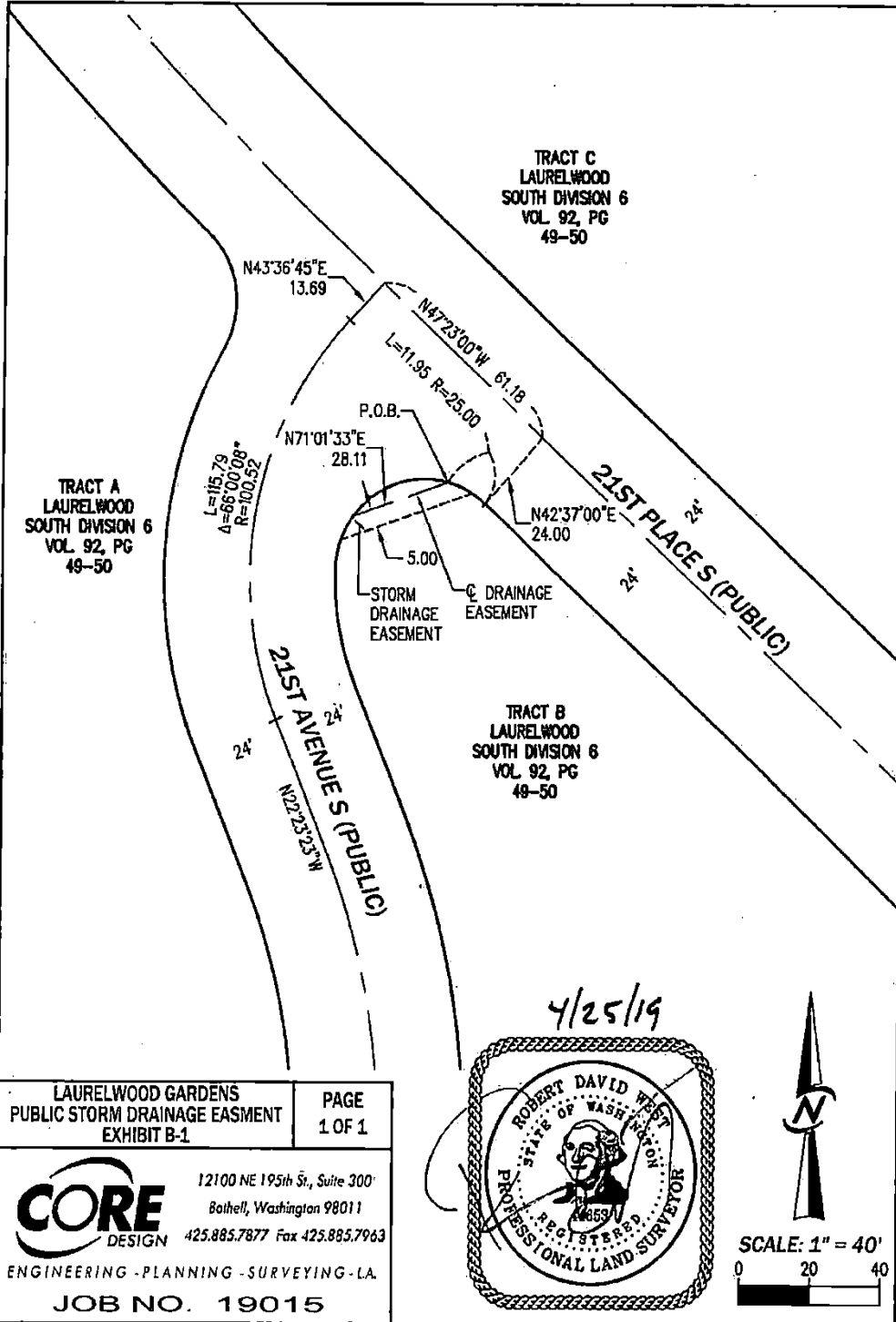


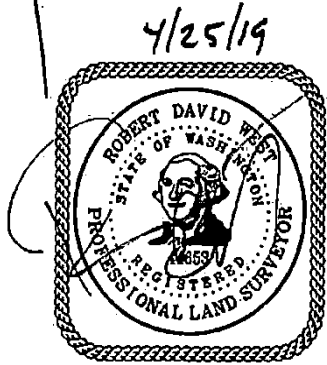
EXHIBIT B-1



LAURELWOOD GARDENS
 PUBLIC STORM DRAINAGE EASMENT
 EXHIBIT B-1

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CORE DESIGN
 12100 NE 195th St., Suite 300
 Bothell, Washington 98011
 425.885.7877 Fax 425.885.7963
 ENGINEERING - PLANNING - SURVEYING - LA.
 JOB NO. 19015



CORE DESIGN, INC.
Bothell WA 98011

Core Project No: 19015
02/07/2019

Exhibit "C"

TEMPORARY CONSTRUCTION EASEMENT - Description

A STRIP OF LAND 20.00 FEET IN WIDTH, OVER A PORTION OF TRACT B, LAURELWOOD SOUTH DIVISION 6, RECORDED IN VOLUME 92 OF PLATS, PAGES 49 THROUGH 50, SAID STRIP HAVING 10.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE INTERSECTION OF 21ST AVENUE SOUTH AND 21ST PLACE SOUTH; THENCE S47°23'00"E ALONG THE CENTERLINE OF SAID 21ST PLACE SOUTH 61.18 FEET; THENCE S42°37'00"W 24.00 FEET TO A POINT ON THE NORTHEAST LINE OF SAID TRACT B, SAID POINT ALSO BEING ON A POINT OF CURVATURE ON THE WESTERLY MARGIN OF SAID 21ST PLACE SOUTH; THENCE NORTHWESTERLY ALONG SAID NORTHEAST LINE OF SAID TRACT B, AND SAID WESTERLY MARGIN, THROUGH A 25.00-FOOT CURVE TO THE LEFT, THE CENTER WHICH BEARS S42°37'00W, A DISTANCE OF 11.95 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED CENTERLINE; THENCE S71°01'33"W 28.11 FEET TO THE EAST MARGIN OF SAID 21ST AVENUE SOUTH AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF THE ABOVE-DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED, AS REQUIRED, TO INTERSECT THE NORTH LINE OF SAID TRACT B AND THE MARGINS OF SAID 21ST AVENUE SOUTH AND 21ST PLACE SOUTH.

EXCEPT ANY PORTION LYING WITHIN THE PUBLIC RIGHT-OF-WAY OF SAID 21ST AVENUE SOUTH AND 21ST PLACE SOUTH.

CONTAINS 465± SQUARE FEET (0.0101± ACRES)

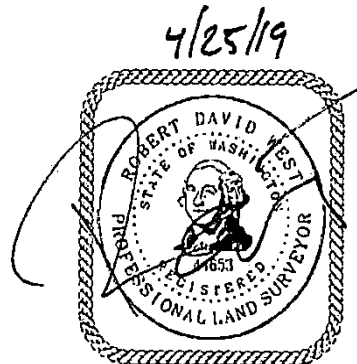
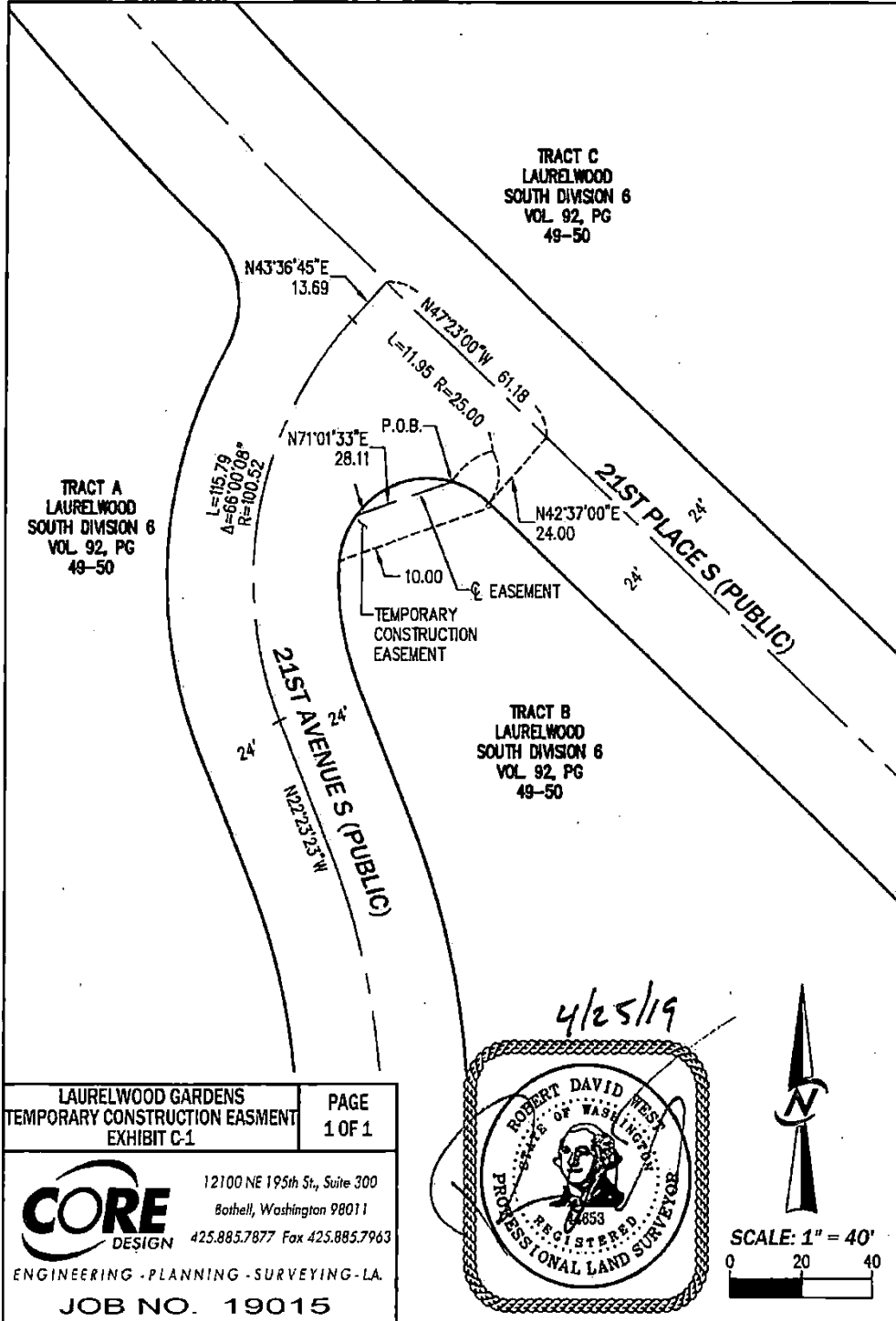


EXHIBIT C-1



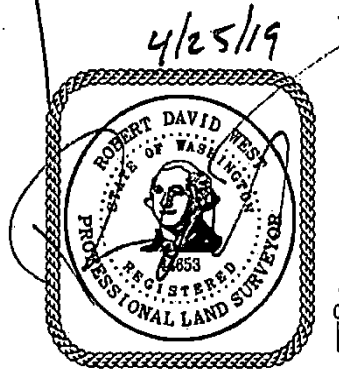
LAURELWOOD GARDENS
 TEMPORARY CONSTRUCTION EASEMENT
 EXHIBIT C-1

PAGE
 1 OF 1

CORE
 DESIGN
 ENGINEERING · PLANNING · SURVEYING · LA.

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JOB NO. 19015



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: 11/12/2019

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
King	Asbestos Abatement Workers	Journey Level	\$50.86	<u>5D</u>	<u>1H</u>		View
King	Boilermakers	Journey Level	\$69.04	<u>5N</u>	<u>1C</u>		View
King	Brick Mason	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>		View
King	Brick Mason	Pointer-Caulker-Cleaner	\$58.82	<u>5A</u>	<u>1M</u>		View
King	Building Service Employees	Janitor	\$25.58	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Traveling Waxer/Shampooer	\$26.03	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Window Cleaner (Non- Scaffold)	\$29.33	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Window Cleaner (Scaffold)	\$30.33	<u>5S</u>	<u>2F</u>		View
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		<u>1</u>		View
King	Carpenters	Acoustical Worker	\$62.44	<u>7A</u>	<u>4C</u>		View
King	Carpenters	Carpenter	\$62.44	<u>7A</u>	<u>4C</u>		View
King	Carpenters	Carpenters on Stationary Tools	\$62.57	<u>7A</u>	<u>4C</u>		View
King	Carpenters	Creosoted Material	\$62.54	<u>7A</u>	<u>4C</u>		View
King	Carpenters	Floor Finisher	\$62.44	<u>7A</u>	<u>4C</u>		View
King	Carpenters	Floor Layer	\$62.44	<u>7A</u>	<u>4C</u>		View
King	Carpenters	Scaffold Erector	\$62.44	<u>7A</u>	<u>4C</u>		View
King	Cement Masons	Application of all Composition Mastic	\$62.97	<u>7A</u>	<u>4U</u>		View
King	Cement Masons	Application of all Epoxy Material	\$62.47	<u>7A</u>	<u>4U</u>		View
King	Cement Masons	Application of all Plastic Material	\$62.97	<u>7A</u>	<u>4U</u>		View

King	Cement Masons	Application of Sealing Compound	\$62.47	7A	4U		View
King	Cement Masons	Application of Underlayment	\$62.97	7A	4U		View
King	Cement Masons	Building General	\$62.47	7A	4U		View
King	Cement Masons	Composition or Kalman Floors	\$62.97	7A	4U		View
King	Cement Masons	Concrete Paving	\$62.47	7A	4U		View
King	Cement Masons	Curb & Gutter Machine	\$62.97	7A	4U		View
King	Cement Masons	Curb & Gutter, Sidewalks	\$62.47	7A	4U		View
King	Cement Masons	Curing Concrete	\$62.47	7A	4U		View
King	Cement Masons	Finish Colored Concrete	\$62.97	7A	4U		View
King	Cement Masons	Floor Grinding	\$62.97	7A	4U		View
King	Cement Masons	Floor Grinding/Polisher	\$62.47	7A	4U		View
King	Cement Masons	Green Concrete Saw, self-powered	\$62.97	7A	4U		View
King	Cement Masons	Grouting of all Plates	\$62.47	7A	4U		View
King	Cement Masons	Grouting of all Tilt-up Panels	\$62.47	7A	4U		View
King	Cement Masons	Gunite Nozzleman	\$62.97	7A	4U		View
King	Cement Masons	Hand Powered Grinder	\$62.97	7A	4U		View
King	Cement Masons	Journey Level	\$62.47	7A	4U		View
King	Cement Masons	Patching Concrete	\$62.47	7A	4U		View
King	Cement Masons	Pneumatic Power Tools	\$62.97	7A	4U		View
King	Cement Masons	Power Chipping & Brushing	\$62.97	7A	4U		View
King	Cement Masons	Sand Blasting Architectural Finish	\$62.97	7A	4U		View
King	Cement Masons	Screed & Rodding Machine	\$62.97	7A	4U		View
King	Cement Masons	Spackling or Skim Coat Concrete	\$62.47	7A	4U		View
King	Cement Masons	Troweling Machine Operator	\$62.97	7A	4U		View
King	Cement Masons	Troweling Machine Operator on Colored Slabs	\$62.97	7A	4U		View
King	Cement Masons	Tunnel Workers	\$62.97	7A	4U		View
King	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$116.20	7A	4C		View
King	Divers & Tenders	Dive Supervisor/Master	\$79.23	7A	4C		View
King	Divers & Tenders	Diver	\$116.20	7A	4C	8V	View
King	Divers & Tenders	Diver On Standby	\$74.23	7A	4C		View
King	Divers & Tenders	Diver Tender	\$67.31	7A	4C		View

King	Divers & Tenders	Manifold Operator	\$67.31	7A	4C		View
King	Divers & Tenders	Manifold Operator Mixed Gas	\$72.31	7A	4C		View
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$67.31	7A	4C		View
King	Divers & Tenders	Remote Operated Vehicle Tender	\$62.69	7A	4C		View
King	Dredge Workers	Assistant Engineer	\$56.44	5D	3F		View
King	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	5D	3F		View
King	Dredge Workers	Boatmen	\$56.44	5D	3F		View
King	Dredge Workers	Engineer Welder	\$57.51	5D	3F		View
King	Dredge Workers	Leverman, Hydraulic	\$58.67	5D	3F		View
King	Dredge Workers	Mates	\$56.44	5D	3F		View
King	Dredge Workers	Oiler	\$56.00	5D	3F		View
King	Drywall Applicator	Journey Level	\$62.44	5D	1H		View
King	Drywall Tapers	Journey Level	\$62.94	5P	1E		View
King	Electrical Fixture Maintenance Workers	Journey Level	\$30.59	5L	1E		View
King	Electricians - Inside	Cable Splicer	\$83.17	7C	4E		View
King	Electricians - Inside	Cable Splicer (tunnel)	\$89.34	7C	4E		View
King	Electricians - Inside	Certified Welder	\$80.36	7C	4E		View
King	Electricians - Inside	Certified Welder (tunnel)	\$86.25	7C	4E		View
King	Electricians - Inside	Construction Stock Person	\$41.48	7C	4E		View
King	Electricians - Inside	Journey Level	\$77.55	7C	4E		View
King	Electricians - Inside	Journey Level (tunnel)	\$83.17	7C	4E		View
King	Electricians - Motor Shop	Journey Level	\$45.08	5A	1B		View
King	Electricians - Powerline Construction	Cable Splicer	\$79.60	5A	4D		View
King	Electricians - Powerline Construction	Certified Line Welder	\$72.98	5A	4D		View
King	Electricians - Powerline Construction	Groundperson	\$47.94	5A	4D		View
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$72.98	5A	4D		View
King	Electricians - Powerline Construction	Journey Level Lineperson	\$72.98	5A	4D		View
King	Electricians - Powerline Construction	Line Equipment Operator	\$62.06	5A	4D		View
King	Electricians - Powerline Construction	Meter Installer	\$47.94	5A	4D	8W	View
King	Electricians - Powerline Construction	Pole Sprayer	\$72.98	5A	4D		View
King	Electricians - Powerline Construction	Powderperson	\$54.55	5A	4D		View

King	Electronic Technicians	Journey Level	\$51.07	7E	1E		View
King	Elevator Constructors	Mechanic	\$94.22	7D	4A		View
King	Elevator Constructors	Mechanic In Charge	\$101.73	7D	4A		View
King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$18.25	5B	1R		View
King	Fence Erectors	Fence Erector	\$43.11	7A	4V	8Y	View
King	Fence Erectors	Fence Laborer	\$43.11	7A	4V	8Y	View
King	Flaggers	Journey Level	\$43.11	7A	4V	8Y	View
King	Glaziers	Journey Level	\$66.51	7L	1Y		View
King	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$76.61	5J	4H		View
King	Heating Equipment Mechanics	Journey Level	\$85.88	7E	1E		View
King	Hod Carriers & Mason Tenders	Journey Level	\$52.44	7A	4V	8Y	View
King	Industrial Power Vacuum Cleaner	Journey Level	\$12.00		1		View
King	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
King	Inland Boatmen	Cook	\$56.48	5B	1K		View
King	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
King	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
King	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
King	Inland Boatmen	Mate	\$57.31	5B	1K		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$31.49		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$12.00		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$24.91		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$19.33		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$20.45		1		View
King	Insulation Applicators	Journey Level	\$62.44	7A	4C		View
King	Ironworkers	Journeyman	\$72.18	7N	1Q		View
King	Laborers	Air, Gas Or Electric Vibrating Screenshot	\$50.86	7A	4V	8Y	View
King	Laborers	Airtrac Drill Operator	\$52.44	7A	4V	8Y	View
King	Laborers	Ballast Regular Machine	\$50.86	7A	4V	8Y	View
King	Laborers	Batch Weighman	\$43.11	7A	4V	8Y	View
King	Laborers	Brick Pavers	\$50.86	7A	4V	8Y	View

King	Laborers	Brush Cutter	\$50.86	7A	4V	8Y	View
King	Laborers	Brush Hog Feeder	\$50.86	7A	4V	8Y	View
King	Laborers	Burner	\$50.86	7A	4V	8Y	View
King	Laborers	Caisson Worker	\$52.44	7A	4V	8Y	View
King	Laborers	Carpenter Tender	\$50.86	7A	4V	8Y	View
King	Laborers	Cement Dumper-paving	\$51.80	7A	4V	8Y	View
King	Laborers	Cement Finisher Tender	\$50.86	7A	4V	8Y	View
King	Laborers	Change House Or Dry Shack	\$50.86	7A	4V	8Y	View
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$51.80	7A	4V	8Y	View
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$50.86	7A	4V	8Y	View
King	Laborers	Choker Setter	\$50.86	7A	4V	8Y	View
King	Laborers	Chuck Tender	\$50.86	7A	4V	8Y	View
King	Laborers	Clary Power Spreader	\$51.80	7A	4V	8Y	View
King	Laborers	Clean-up Laborer	\$50.86	7A	4V	8Y	View
King	Laborers	Concrete Dumper/Chute Operator	\$51.80	7A	4V	8Y	View
King	Laborers	Concrete Form Stripper	\$50.86	7A	4V	8Y	View
King	Laborers	Concrete Placement Crew	\$51.80	7A	4V	8Y	View
King	Laborers	Concrete Saw Operator/Core Driller	\$51.80	7A	4V	8Y	View
King	Laborers	Crusher Feeder	\$43.11	7A	4V	8Y	View
King	Laborers	Curing Laborer	\$50.86	7A	4V	8Y	View
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$50.86	7A	4V	8Y	View
King	Laborers	Ditch Digger	\$50.86	7A	4V	8Y	View
King	Laborers	Diver	\$52.44	7A	4V	8Y	View
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$51.80	7A	4V	8Y	View
King	Laborers	Dry Stack Walls	\$50.86	7A	4V	8Y	View
King	Laborers	Dump Person	\$50.86	7A	4V	8Y	View
King	Laborers	Epoxy Technician	\$50.86	7A	4V	8Y	View
King	Laborers	Erosion Control Worker	\$50.86	7A	4V	8Y	View
King	Laborers	Faller & Bucker Chain Saw	\$51.80	7A	4V	8Y	View
King	Laborers	Fine Graders	\$50.86	7A	4V	8Y	View
King	Laborers	Firewatch	\$43.11	7A	4V	8Y	View
King	Laborers	Form Setter	\$50.86	7A	4V	8Y	View
King	Laborers	Gabian Basket Builders	\$50.86	7A	4V	8Y	View
King	Laborers	General Laborer	\$50.86	7A	4V	8Y	View
King	Laborers	Grade Checker & Transit	\$52.44	7A	4V	8Y	View

		Person					
King	Laborers	Grinders	\$50.86	7A	4V	8Y	View
King	Laborers	Grout Machine Tender	\$50.86	7A	4V	8Y	View
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$51.80	7A	4V	8Y	View
King	Laborers	Guardrail Erector	\$50.86	7A	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level A)	\$52.44	7A	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level B)	\$51.80	7A	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level C)	\$50.86	7A	4V	8Y	View
King	Laborers	High Scaler	\$52.44	7A	4V	8Y	View
King	Laborers	Jackhammer	\$51.80	7A	4V	8Y	View
King	Laborers	Laserbeam Operator	\$51.80	7A	4V	8Y	View
King	Laborers	Maintenance Person	\$50.86	7A	4V	8Y	View
King	Laborers	Manhole Builder-Mudman	\$51.80	7A	4V	8Y	View
King	Laborers	Material Yard Person	\$50.86	7A	4V	8Y	View
King	Laborers	Motorman-Dinky Locomotive	\$51.80	7A	4V	8Y	View
King	Laborers	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Guniting, Shotcrete, Water Blaster, Vacuum Blaster)	\$51.80	7A	4V	8Y	View
King	Laborers	Pavement Breaker	\$51.80	7A	4V	8Y	View
King	Laborers	Pilot Car	\$43.11	7A	4V	8Y	View
King	Laborers	Pipe Layer Lead	\$52.44	7A	4V	8Y	View
King	Laborers	Pipe Layer/Tailor	\$51.80	7A	4V	8Y	View
King	Laborers	Pipe Pot Tender	\$51.80	7A	4V	8Y	View
King	Laborers	Pipe Reliner	\$51.80	7A	4V	8Y	View
King	Laborers	Pipe Wrapper	\$51.80	7A	4V	8Y	View
King	Laborers	Pot Tender	\$50.86	7A	4V	8Y	View
King	Laborers	Powderman	\$52.44	7A	4V	8Y	View
King	Laborers	Powderman's Helper	\$50.86	7A	4V	8Y	View
King	Laborers	Power Jacks	\$51.80	7A	4V	8Y	View
King	Laborers	Railroad Spike Puller - Power	\$51.80	7A	4V	8Y	View
King	Laborers	Raker - Asphalt	\$52.44	7A	4V	8Y	View
King	Laborers	Re-timberman	\$52.44	7A	4V	8Y	View
King	Laborers	Remote Equipment	\$51.80	7A	4V	8Y	View

		Operator					
King	Laborers	Rigger/Signal Person	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Rip Rap Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Rivet Buster	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Rodder	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Scaffold Erector	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Scale Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Sloper (Over 20")	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Sloper Sprayer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Spreader (Concrete)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Stake Hopper	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Stock Piler	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Swinging Stage/Boatswain Chair	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Tamper (Multiple & Self-propelled)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Toolroom Person (at Jobsite)	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Topper	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Track Laborer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Track Liner (Power)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Traffic Control Laborer	\$46.10	<u>7A</u>	<u>4V</u>	<u>9C</u>	View
King	Laborers	Traffic Control Supervisor	\$46.10	<u>7A</u>	<u>4V</u>	<u>9C</u>	View
King	Laborers	Truck Spotter	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Tugger Operator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$120.61	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$125.64	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$129.32	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$135.02	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$137.14	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
King	Laborers	Tunnel Work-Compressed	\$142.24	<u>7A</u>	<u>4V</u>	<u>9B</u>	View

		Air Worker 64.01-68.00 psi					
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$144.14	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$146.14	7A	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$148.14	7A	4V	9B	View
King	Laborers	Tunnel Work-Guage and Lock Tender	\$52.54	7A	4V	8Y	View
King	Laborers	Tunnel Work-Miner	\$52.54	7A	4V	8Y	View
King	Laborers	Vibrator	\$51.80	7A	4V	8Y	View
King	Laborers	Vinyl Seamer	\$50.86	7A	4V	8Y	View
King	Laborers	Watchman	\$39.18	7A	4V	8Y	View
King	Laborers	Welder	\$51.80	7A	4V	8Y	View
King	Laborers	Well Point Laborer	\$51.80	7A	4V	8Y	View
King	Laborers	Window Washer/Cleaner	\$39.18	7A	4V	8Y	View
King	Laborers - Underground Sewer & Water	General Laborer & Topman	\$50.86	7A	4V	8Y	View
King	Laborers - Underground Sewer & Water	Pipe Layer	\$51.80	7A	4V	8Y	View
King	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$39.18	7A	4V	8Y	View
King	Landscape Construction	Landscape Operator	\$68.02	7A	3K	8X	View
King	Landscape Maintenance	Groundskeeper	\$17.87		1		View
King	Lathers	Journey Level	\$62.44	5D	1H		View
King	Marble Setters	Journey Level	\$58.82	5A	1M		View
King	Metal Fabrication (In Shop)	Fitter	\$15.86		1		View
King	Metal Fabrication (In Shop)	Laborer	\$12.00		1		View
King	Metal Fabrication (In Shop)	Machine Operator	\$13.04		1		View
King	Metal Fabrication (In Shop)	Painter	\$12.00		1		View
King	Metal Fabrication (In Shop)	Welder	\$15.48		1		View
King	Millwright	Journey Level	\$63.94	7A	4C		View
King	Modular Buildings	Cabinet Assembly	\$12.00		1		View
King	Modular Buildings	Electrician	\$12.00		1		View
King	Modular Buildings	Equipment Maintenance	\$12.00		1		View
King	Modular Buildings	Plumber	\$12.00		1		View
King	Modular Buildings	Production Worker	\$12.00		1		View
King	Modular Buildings	Tool Maintenance	\$12.00		1		View
King	Modular Buildings	Utility Person	\$12.00		1		View
King	Modular Buildings	Welder	\$12.00		1		View

King	Painters	Journey Level	\$43.40	6Z	2B		View
King	Pile Driver	Crew Tender	\$67.31	7A	4C		View
King	Pile Driver	Crew Tender/Technician	\$67.31	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0- 30.00 PSI	\$77.93	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$82.93	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$86.93	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$91.93	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$94.43	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$99.43	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$101.43	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$103.43	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$105.43	7A	4C		View
King	Pile Driver	Journey Level	\$62.69	7A	4C		View
King	Plasterers	Journey Level	\$59.42	7Q	1R		View
King	Playground & Park Equipment Installers	Journey Level	\$12.00		1		View
King	Plumbers & Pipefitters	Journey Level	\$87.69	6Z	1G		View
King	Power Equipment Operators	Asphalt Plant Operators	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Assistant Engineer	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Barrier Machine (zipper)	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Batch Plant Operator: concrete	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Bobcat	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Brooms	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Bump Cutter	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Cableways	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Chipper	\$68.55	7A	3K	8X	View

King	Power Equipment Operators	Compressor	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Conveyors	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Cranes friction: 200 tons and over	\$71.26	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$69.85	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$70.57	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$71.26	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$70.57	7A	3K	8X	View
King	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Crusher	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Derricks, On Building Work	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Dozers D-9 & Under	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Drill Oilers: Auger Type,	\$68.02	7A	3K	8X	View

		Truck Or Crane Mount					
King	Power Equipment Operators	Drilling Machine	\$69.85	7A	3K	8X	View
King	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Gradechecker/Stakeman	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Guardrail Punch	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Hydralifts/Boom Trucks, 10 Tons And Under	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$69.85	7A	3K	8X	View
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Loaders, Plant Feed	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Locomotives, All	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Material Transfer Device	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$69.85	7A	3K	8X	View

King	Power Equipment Operators	Motor Patrol Graders	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$69.85	7A	3K	8X	View
King	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Pavement Breaker	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Posthole Digger, Mechanical	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Power Plant	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Pumps - Water	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Rigger and Bellman	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Rollagon	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Saws - Concrete	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Scrapers - Concrete &	\$68.02	7A	3K	8X	View

		Carry All					
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Service Engineers - Equipment	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$65.05	7A	3K	8X	View
King	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$69.85	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$70.57	7A	3K	8X	View
King	Power Equipment Operators	Slipform Pavers	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Spreader, Topsider & Screedman	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Subgrader Trimmer	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Tower Bucket Elevators	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$69.85	7A	3K	8X	View
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$70.57	7A	3K	8X	View
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$71.26	7A	3K	8X	View
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Trenching Machines	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Truck Crane Oiler/Driver Under 100 Tons	\$68.02	7A	3K	8X	View
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$68.55	7A	3K	8X	View
King	Power Equipment Operators	Welder	\$69.16	7A	3K	8X	View
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$65.05	7A	3K	8X	View

King	Power Equipment Operators	Yo Yo Pay Dozer	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Brooms	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cableways	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Chipper	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Compressor	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$68.02	7A	3K	8X	View

King	Power Equipment Operators- Underground Sewer & Water	Cranes friction: 200 tons and over	\$71.26	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$69.85	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$70.57	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$71.26	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$70.57	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Crusher	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$69.85	7A	3K	8X	View
King	Power Equipment Operators- Underground	Elevator And Man-lift: Permanent And Shaft	\$65.05	7A	3K	8X	View

	Sewer & Water	Type					
King	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks, 10 Tons And Under	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$69.85	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground	Loaders, Plant Feed	\$68.55	7A	3K	8X	View

	Sewer & Water						
King	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$69.85	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$69.85	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$65.05	7A	3K	8X	View

King	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground	Shovel , Excavator, Backhoe, Tractors Under	\$68.02	7A	3K	8X	View

	Sewer & Water	15 Metric Tons					
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$69.85	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$70.57	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$69.85	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$70.57	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$71.26	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$68.55	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver Under 100 Tons	\$68.02	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$68.55	7A	3K	8X	View

King	Power Equipment Operators- Underground Sewer & Water	Welder	\$69.16	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$65.05	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$68.55	7A	3K	8X	View
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$50.96	5A	4A		View
King	Power Line Clearance Tree Trimmers	Spray Person	\$48.35	5A	4A		View
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$50.96	5A	4A		View
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$45.54	5A	4A		View
King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$34.51	5A	4A		View
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$82.51	6Z	1G		View
King	Residential Brick Mason	Journey Level	\$58.82	5A	1M		View
King	Residential Carpenters	Journey Level	\$32.06		1		View
King	Residential Cement Masons	Journey Level	\$29.25		1		View
King	Residential Drywall Applicators	Journey Level	\$46.43	7A	4C		View
King	Residential Drywall Tapers	Journey Level	\$47.17	5P	1E		View
King	Residential Electricians	Journey Level	\$36.01		1		View
King	Residential Glaziers	Journey Level	\$44.15	7L	1H		View
King	Residential Insulation Applicators	Journey Level	\$29.87		1		View
King	Residential Laborers	Journey Level	\$26.18		1		View
King	Residential Marble Setters	Journey Level	\$27.38		1		View
King	Residential Painters	Journey Level	\$27.80		1		View
King	Residential Plumbers & Pipefitters	Journey Level	\$39.43		1		View
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$54.12	5A	1G		View
King	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$51.89	7F	1R		View
King	Residential Soft Floor Layers	Journey Level	\$51.07	5A	3J		View
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$48.18	5C	2R		View
King	Residential Stone Masons	Journey Level	\$58.82	5A	1M		View
King	Residential Terrazzo	Journey Level	\$54.06	5A	1M		View

	Workers					
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		1	View
King	Residential Tile Setters	Journey Level	\$21.04		1	View
King	Roofers	Journey Level	\$53.27	5A	3H	View
King	Roofers	Using Irritable Bituminous Materials	\$56.27	5A	3H	View
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$85.88	7E	1E	View
King	Shipbuilding & Ship Repair	New Construction Boilermaker	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Carpenter	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Crane Operator	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Electrician	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$76.61	5J	4H	View
King	Shipbuilding & Ship Repair	New Construction Laborer	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Machinist	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Painter	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Pipefitter	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Rigger	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Shipfitter	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$46.15	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$44.95	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	7Y	4K	View
King	Shipbuilding & Ship Repair	Ship Repair Electrician	\$46.15	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$76.61	5J	4H	View
King	Shipbuilding & Ship Repair	Ship Repair Laborer	\$46.15	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Machinist	\$46.15	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Operating	\$45.06	7Y	4K	View

		Engineer					
King	Shipbuilding & Ship Repair	Ship Repair Painter	\$46.15	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$46.15	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Rigger	\$46.15	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$46.15	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$44.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Sign Makers & Installers (Electrical)	Journey Level	\$50.90	<u>0</u>	<u>1</u>		View
King	Sign Makers & Installers (Non-Electrical)	Journey Level	\$31.52	<u>0</u>	<u>1</u>		View
King	Soft Floor Layers	Journey Level	\$51.07	<u>5A</u>	<u>3J</u>		View
King	Solar Controls For Windows	Journey Level	\$12.44		<u>1</u>		View
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$81.39	<u>5C</u>	<u>1X</u>		View
King	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		<u>1</u>		View
King	Stone Masons	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>		View
King	Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		<u>1</u>		View
King	Surveyors	Assistant Construction Site Surveyor	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Surveyors	Chainman	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Surveyors	Construction Site Surveyor	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
King	Telecommunication Technicians	Journey Level	\$51.07	<u>7E</u>	<u>1E</u>		View
King	Telephone Line Construction - Outside	Cable Splicer	\$41.81	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$23.53	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Installer (Repairer)	\$40.09	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Special Aparatus Installer I	\$41.81	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Special Apparatus Installer II	\$40.99	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$41.81	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$38.92	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Telephone Lineperson	\$38.92	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Television Groundperson	\$22.32	<u>5A</u>	<u>2B</u>		View

King	Telephone Line Construction - Outside	Television Lineperson/Installer	\$29.60	5A	2B		View
King	Telephone Line Construction - Outside	Television System Technician	\$35.20	5A	2B		View
King	Telephone Line Construction - Outside	Television Technician	\$31.67	5A	2B		View
King	Telephone Line Construction - Outside	Tree Trimmer	\$38.92	5A	2B		View
King	Terrazzo Workers	Journey Level	\$54.06	5A	1M		View
King	Tile Setters	Journey Level	\$54.06	5A	1M		View
King	Tile, Marble & Terrazzo Finishers	Finisher	\$44.89	5A	1B		View
King	Traffic Control Stripers	Journey Level	\$47.68	7A	1K		View
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$61.59	5D	4Y	8L	View
King	Truck Drivers	Asphalt Mix To 16 Yards	\$60.75	5D	4Y	8L	View
King	Truck Drivers	Dump Truck	\$60.75	5D	4Y	8L	View
King	Truck Drivers	Dump Truck & Trailer	\$61.59	5D	4Y	8L	View
King	Truck Drivers	Other Trucks	\$61.59	5D	4Y	8L	View
King	Truck Drivers - Ready Mix	Transit Mix	\$61.59	5D	4Y	8L	View
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		1		View
King	Well Drillers & Irrigation Pump Installers	Oiler	\$12.97		1		View
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		View

Benefit Code Key – Effective 8/31/2019 thru 4/1/2020

Overtime Codes

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

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

Overtime Codes Continued

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

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
 - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
 - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Overtime Codes Continued

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

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

- 4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
 - C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

Overtime Codes Continued

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

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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.

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- H. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- 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.

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4. M. All hours worked on Sunday and Holidays shall be paid at double the hourly rate. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half times the hourly rate.
- N. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays, and all work performed between the hours of midnight (12:00 AM) and eight AM (8:00 AM) every day shall be paid at double the hourly rate of wage.
- O. All hours worked between midnight Friday to midnight Sunday shall be paid at one and one-half the hourly rate of wage. After an employee has worked in excess of eight (8) continuous hours in any one or more calendar days, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of six (6) hours or more. All hours worked on Holidays shall be paid at double the hourly rate of wage.
- P. All hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage.
- Q. The first four (4) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday shall be paid at double the hourly rate. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- S. All hours worked on Saturdays and Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- T. The first two (2) hours of overtime for hours worked Monday-Friday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. For work on Saturday which is scheduled prior to the end of shift on Friday, the first six (6) hours work shall be paid at one and one-half times the hourly rate of wage, and all hours over (6) shall be paid double the hourly rate of wage. For work on Saturday which was assigned following the close of shift on Friday, all work shall be paid at double the hourly rate of wage.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

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

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

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

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

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

- X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

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

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).

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- 5. L. Holidays: New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

Holiday Codes Continued

- 6. A. Paid Holidays: New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year’s Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

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7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- 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.

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

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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.

- 7. Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

- 15. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- B. Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (9)
- C. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8)
- D. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and the day after Christmas.
- E. Holidays: the day before New Years's Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day. (12)

Note Codes

- 8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

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8. 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.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.
- When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging 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.

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

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

Note Codes Continued

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

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

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130’ to 199’ – \$0.50 per hour over their classification rate.

(B) – 200’ to 299’ – \$0.80 per hour over their classification rate.

(C) – 300’ and over – \$1.00 per hour over their classification rate.

- B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.