

Set No. _____

**Specifications, Proposal,
and Contract Documents for:**

LANDSCAPE MEDIAN RETROFIT

Job No. 27-23-PW

June 2023

Bid Documents



**City of Kirkland
Department of Public Works
123 Fifth Avenue
Kirkland, Washington 98033**

CITY OF KIRKLAND

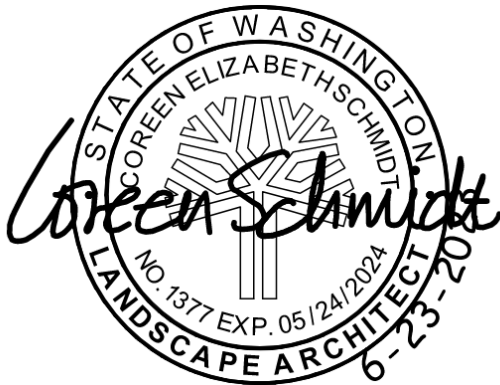
DEPARTMENT OF PUBLIC WORKS

Landscape Median Retrofit

Job No. 27-23-PW

Certificate of Landscape Architect:

The Special Provisions and drawings contained herein have been prepared by or under the direction of the undersigned, whose seal as a Professional Landscape Architect licensed to practice in the State of Washington, is affixed below.



Coreen E. Schmidt, P.L.A.

Approved for Construction:

Ryan Fowler
Street & Grounds Manager



**CITY OF KIRKLAND
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INVITATION TO BID

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, at 11:00 a.m. local time on July 18, 2023 for the project hereinafter referred to as:

Landscape Median Retrofit Job No. 27-23-PW

At said time all bids will be opened and publicly read aloud. Each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check or a bond issued on a form acceptable to your surety made payable to the City of Kirkland for a sum of not less than five percent (5%) of the total bid amount. No bid shall be considered unless accompanied by such bid proposal deposit. Incomplete proposals and proposals received after the time stated above will not be considered. Faxed or emailed responses are not acceptable.

The work to be performed under these specifications consists of furnishing all labor, tools, materials, and equipment necessary for construction of the **Landscape Median Retrofit**.

This Contract provides for the construction of the City of Kirkland Landscape Median Retrofit project within ten (10) individual medians along Central Way and Market Street, including removal of existing median surfacing and installation of stamped cement concrete pavement, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications. The estimated construction cost is in the range of \$135,000 to \$185,000.

The City will not sell bid packages. Plans, specifications, and addenda may be viewed and obtained online at www.bxwa.com. Click on: "Posted Projects"; "Public Works", "City of Kirkland". The Bidders List is maintained by the Builder's Exchange of Washington, Inc. Registration for the bidder's list may be made online, by phoning (425) 258-1303, or at Builder's Exchange of Washington located at 2607 Wetmore Ave, Everett, WA.

Questions regarding this project shall be submitted in writing to Ryan Fowler via email at Rfowler@kirklandwa.gov. Questions via phone or fax will not be accepted. Bidders shall submit questions no later than 3:00 p.m. July 07, 2023.

The City reserves the right to reject any and all bids, and to waive any informalities in the bidding, and to make the award to the lowest, responsive, responsible bidder as best serves the interests of the City.

No bids may be withdrawn within forty-five (45) days after the actual date of the bid opening.

Published: Daily Journal of Commerce – June 27, 2023 & July 05, 2023

GENERAL INFORMATION, PROPOSAL & CONTRACT



CITY OF KIRKLAND

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CITY OF KIRKLAND INFORMATION FOR BIDDERS

Bidders must bid on all items contained in the proposal.

The omission or deletion of any bid item will be considered non-responsive and shall be cause for rejection of the bid.

Submit your proposal on the Bid Proposal and other forms which are enclosed, or make a copy of the required forms and submit these documents.

The following forms must be executed in full with submittal of the bid:

1. BIDDER RESPONSIBILITY CRITERIA CHECKLIST
2. SUBCONTRACTOR RESPONSIBILITY CRITERIA CHECKLIST
3. PROPOSAL
The lump sum or unit prices must be shown in the spaces provided on the bid schedule.
Show total bid price in both words and figures on the Proposal.
The Proposal form must be completed in full, signed and dated.
4. BID BOND
A surety issued bid bond must be executed by the bidder and its surety company. The amount of the bid bond shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis. (A cashier's check payable to the City of Kirkland and issued for an amount not less than 5% of the total bid may be submitted in lieu of a bid bond.)
5. NON-COLLUSION AFFIDAVIT - Notarized
6. STATEMENT OF BIDDER'S QUALIFICATIONS
This form must be filled in and signed. The owner reserves the right to check all statements and to judge the adequacy of the bidder's qualifications.
7. SUBCONTRACTOR IDENTIFICATION LIST
This form must be completed for HVAC, plumbing, and electrical subcontractors if the estimate exceeds \$1,000,000.
8. CONTRACTOR CERTIFICATION WAGE LAW COMPLIANCE
This form must be filled out by contractor.

The following forms are to be executed after the contract is awarded:

1. CONTRACT
This agreement is to be executed by the successful bidder.
2. PERFORMANCE AND PAYMENT BOND
To be executed by the successful bidder and its surety company.
3. LABOR, MATERIALS, AND TAXES PAYMENT BOND
4. CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE; RETAINED PERCENTAGE ESCROW AGREEMENT
To be executed by the successful bidder based on bidder's selection of option.
5. CERTIFICATES OF INSURANCE
To be executed by the successful bidder and by an acceptable insurance company. The City of Kirkland must be named as an additional insured.
6. STATEMENT(S) OF INTENT TO PAY PREVAILING WAGES
Affidavit certifying all employees of Contractor and Subcontractor shall be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Washington State Department of Labor and Industries.

SPECIAL NOTE: Prior to commencing work, the contractor and all subcontractors must have applied and paid for a City of Kirkland business license

CITY OF KIRKLAND BIDDER RESPONSIBILITY CRITERIA

It is the intent of City to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. The bidder must:

- ☐ 1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- ☐ 2. Have a current Washington Unified Business Identifier (UBI) number;
- ☐ 3. Have:
 - a. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- ☐ 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). **Meet responsibility criteria in RCW 39.04.350**
- ☐ 5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
- ☐ 6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

CITY OF KIRKLAND

SUBCONTRACTOR RESPONSIBILITY CRITERIA

- ☐ A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- ☐ B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - ☐ 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - ☐ 2. Have a current Washington Unified Business Identifier (UBI) number;
 - ☐ 3. Have:
 - a) Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RC
 - b) A Washington Employment Security Department number, as required in Title 50 RCW;
 - c) A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d) An electrical contractor license, if required by Chapter 19.28 RCW;
 - e) An elevator contractor license, if required by Chapter 70.87 RCW.
 - ☐ 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3). **Meet responsibility criteria in RCW 39.04.350**
 - ☐ 5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
 - ☐ 6. For public works projects subject to the apprenticeship utilization requirements of RCW 3.0.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

CITY OF KIRKLAND BID PROPOSAL



Landscape Median Retrofit JOB NO. 27-23-PW

To: Director of Finance
City of Kirkland
123 Fifth Avenue
Kirkland, Washington 98033

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official or employee of the City of Kirkland, hereinafter called the Owner; and that the proposal is made without any connection or collusion with any person making another proposal on this contract.

The bidder further declares that it has carefully examined the contract documents for the construction of the project; that it has personally inspected the site; that it has satisfied itself as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents; and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder further agrees that it has exercised its own judgment regarding the interpretation of subsurface information and has utilized all data which it believes pertinent from the engineer-architect, owner, and other sources in arriving at its conclusions.

The bidder agrees to hold its bid proposal open for 45 days after the actual date of bid opening and to accept the provisions of the Instructions to Bidders regarding disposition of bid bond.

The bidder agrees that if this proposal is accepted, it will, within ten (10) calendar days after notification of acceptance, execute the contract with the Owner in the form of contract included in the contract documents, and will, at the time of execution of the contract, deliver to the Owner the Performance and Payment Bond and all Certificates of Insurance required therein, and will, to the extent of its proposals, furnish all machinery, tools, apparatus, and other means of construction and do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the engineer or other project manager designated thereunder.

The bidder further agrees, if awarded the contract, to begin work within ten (10) calendar days after the date of the execution of the contract and to complete the construction within the time specified in Section 1-08.5 of the Special Provisions.

In the event the bidder is awarded the contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be paid to the Owner per the specifications contained in the contract documents.

The bidder further proposes to accept as full payment for the work proposed herein, the amounts computed under the provisions of the contract documents and based upon the lump sum and unit

MUST BE SUBMITTED WITH PROPOSAL

price amounts entered by the bidder for the various bid items included in the Bid Schedule. The bidder further agrees the lump sum and unit prices entered for the various bid items included in the Bid Schedule include all use taxes, overhead, profit, bond premiums, insurance premiums and all other miscellaneous and incidental expenses as well as all costs of materials, labor, tools and equipment required to perform and complete the work.

Within the three-year period immediately preceding the date of the bid solicitation for this Project, bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

Total Bid Schedule A (*in words*): _____

Receipt of Addenda No(s). _____ is hereby acknowledged.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

CONTRACTOR (Firm Name)

Location or Place Executed: (City, State)

By

Name and title of person signing

(Indicate whether Contractor is Partnership,
Corporation, or Sole Proprietorship)

Date

Washington State Contractor's
Registration Number

Contractor's Industrial Insurance
Account Number

Employment Security Identification
Number

Uniform Business Identification
(UBI) Number

MUST BE SUBMITTED WITH PROPOSAL

Contractor's Address:

Telephone Number

Fax Number

EMAIL

**** Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for Landscape Median Retrofit; Job No. 27-23-PW**

MUST BE SUBMITTED WITH PROPOSAL

Landscape Median Retrofit CITY OF KIRKLAND

BID SCHEDULE

Note: Unit prices for all items, all extensions, and the other total amount of the Bid must be shown. All entries must be typed or entered in ink.

| Item No. | Item Description | Spec Ref. | Est. Qty. | Unit | Unit Price | Amount |
|----------------|--|-----------|-----------|----------|-------------|-------------|
| 1 | Minor Changes | 1-04 | 1 | EQ. ADJ. | \$4,500.00 | \$4,500.00 |
| 2 | Record Drawings (Min. Bid \$2,000) | 1-05 | 1 | LS | \$ | \$ |
| 3 | SPCC Plan | 1-07 | 1 | LS | \$ | \$ |
| 4 | Mobilization | 1-09 | 1 | LS | \$ | \$ |
| 5 | Project Temporary Traffic Control | 1-10 | 1 | LS | \$ | \$ |
| 6 | Clearing and Grubbing | 2-01 | 1 | LS | \$ | \$ |
| 7 | Removal of Structures and Obstructions | 2-02 | 1 | LS | \$ | \$ |
| 8 | Stamped Cement Conc. Pavement | 5-05 | 210 | SY | \$ | \$ |
| 9 | Erosion Control and Water Pollution Prevention | 8-01 | 1 | LS | \$ | \$ |
| 10 | Topsoil Type A | 8-02 | 5 | CY | \$ | \$ |
| 11 | Bark or Wood Chip Mulch | 8-02 | 5 | CY | \$ | \$ |
| 12 | Root Barrier | 8-02 | 40 | LF | \$ | \$ |
| 13 | Replace Irrigation Valve Boxes | 8-03 | 1 | LS | \$ | \$ |
| 14 | Irrigation Modifications | 8-03 | 1 | FA | \$10,000.00 | \$10,000.00 |
| 15 | Precast Sloped Mountable Curb | 8-07 | 100 | LF | \$ | \$ |
| 16 | Permanent Signing | 8-21 | 1 | LS | \$ | \$ |
| Total = | | | | | | |



BID DEPOSIT

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

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and
_____, as Surety, are
held and firmly bound unto the City of Kirkland, as Obligee, in the penal sum of _____
_____ dollars, for the payment of which the
Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, by these presents.

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

Project Name

Job Number

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

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

PRINCIPAL:

SURETY:

Note: If a Bid Bond is provided, it must be accompanied by a power of attorney which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this Bid Bond.

CITY OF KIRKLAND
NON-COLLUSION AFFIDAVIT
Landscape Median Retrofit
JOB NO. 27-23-PW

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

The undersigned, being duly sworn, on oath deposes and says that the person(s), firm, association, partnership or corporation herein named has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Firm Name

Authorized Signature

Type Name

Title

Sworn to before me, this _____ day of _____, 20__.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires _____

NOTICE TO ALL BIDDERS

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

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., ET. 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.

**CITY OF KIRKLAND
STATEMENT OF BIDDER'S QUALIFICATIONS**

Contractor Name: _____ Contact: _____

Business Address: _____

Business phone: _____ Fax: _____

Number of years the Contractor has been engaged in the construction business under the present firm name: _____

Describe the general character of work performed by your company: _____

List five projects of a similar nature which Contractor has completed within the last 10 years. Include contract amount and contact information for references:

| Project Name | Amount | Owner/Agency | Contact | Phone | Year Completed |
|--------------|--------|--------------|---------|-------|----------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

List major equipment anticipated to be used on this project; indicate whether Contractor-owned or to be leased from others: _____

Bank reference(s): _____

Washington State Contractor Registration No.: _____

Uniform Business Identification No.: _____

I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the City of Kirkland project should I become the successful bidder.

Authorized Signature: _____

Print Name: _____ Title: _____

**CITY OF KIRKLAND
SUBCONTRACTOR IDENTIFICATION FOR CONTRACTS ESTIMATED TO BE
IN EXCESS OF ONE MILLION DOLLARS (\$1,000,000.00)**

RCW 39.30.060 requires the following:

"Every invitation to bid on a prime contract that is **expected** to cost one million dollars or more for the construction, alteration, or repair of any public building or public work of the state or a state agency or municipality as defined under RCW 39.04.010 ... shall require each prime contract bidder to submit as part of the bid, or within one hour after the published bid submittal time [see *note below*], the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work. The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid non-responsive and, therefore, void."

NOTE: The City of Kirkland has elected not to allow bidders to submit the information required by RCW 39.30.060 after the published bid submittal time. A proposal will be considered irregular and will be rejected if the bidder does not provide the above list as part of its proposal when submitting its bid.

Each bidder shall submit a list of:

1. HVAC, plumbing, and electrical subcontractors; and
2. The specific items of work those subcontractors will perform on the contract; and
3. The specific items of work that will be performed by the bidder on the contract.

**CITY OF KIRKLAND
SUBCONTRACTOR IDENTIFICATION LIST**

*REQUIRED IF ESTIMATE AMOUNT EXCEEDS \$1,000,000 (*Reference RCW 39.30.060 RCW*)

Proposed Subcontractors and items of work to be performed:

Subcontractor Name: _____

Item Numbers: _____

Subcontractor Name: _____

Item Numbers: _____

Subcontractor Name: _____

Item Numbers: _____

Subcontractor Name: _____

Item Numbers: _____

- make additional pages if necessary -

Work to be performed by Prime Contractor:

Item Numbers: _____



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

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

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

Bidder Name: _____
Name of Contractor/Bidder - Print full legal entity name of firm

By: _____
Signature of authorized person Print Name of person making certifications for firm

Title: _____
Title of person signing certificate **Place:** _____
Print city and state where signed

Date: _____

**CITY OF KIRKLAND
BIDDER'S CHECKLIST**

1. Have you reviewed the Bidder Responsibility and Subcontractor Responsibility Criteria?
2. Have you enclosed a bid bond or certified check with your bid? (Must be at least 5% of the total amount bid)
3. Have you entered a bid amount for all items and all schedules?
4. Do the written amounts of the proposal agree with the amounts shown in the figures?
5. Have you acknowledged receipt of addenda?
6. Has the proposal been properly completed and signed?
7. Have you completed the Statement of Bidder's Qualifications?
8. Have you completed the City of Kirkland Non-collusion Affidavit?
9. Have you completed the Subcontractor Identification List? (This is to be completed for HVAC, plumbing, and electrical subcontractors if the estimate amount exceeds \$1,000,000.)
10. Have you completed the Contractor Certification Wage Law Compliance?
11. Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for:
Landscape Median Retrofit.

INFORMATION ONLY

The following forms must be executed and submitted by the successful bidder within ten (10) calendar days following Notice of Award.



CITY OF KIRKLAND

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CITY OF KIRKLAND PUBLIC WORKS AGREEMENT

Landscape Median Retrofit
JOB NO. 27-23-PW

This agreement is made and entered into this _____ day of _____, 20____, by and between **CONTRACTOR NAME**, hereinafter called the "Contractor" and the City of Kirkland, hereinafter called the "Owner."

WITNESSETH:

Whereas, pursuant to the invitation of the Owner extended through an officially published "Invitation to Bid," the Contractor did, in accordance therewith, file with the Owner a proposal containing an offer which was invited by said notice, and

Whereas, the Owner has heretofore determined that said offer was the lowest responsible bid submitted; now, therefore, it is agreed:

Section 1. That Contractor shall comply in every way with the requirements of those certain specifications entitled: "Landscape Median Retrofit JOB NO. 27-23-PW"

The further terms, conditions and covenants of the contract are set forth in the following contract documents which are hereby made a part of this agreement by actual attachment or by this reference thereto as follows:

- A. Any Invitation to Bid, as published by the Owner.
- B. Any Specifications prepared for this project by the Owner and named above by title.
- C. Any detailed Plans listed and described in said Specifications, together with those which may be issued as supplements thereof.
- D. The bid proposals submitted by the Contractor as to those items and/or alternatives accepted by the Owner.
- E. Any change orders, additions or deletions, if any, issued by the Owner.

Section 2. In consideration of faithful compliance with the terms and conditions of this agreement, whether set forth herein or incorporated by reference, the Owner shall pay to the Contractor, at the times and in the manner provided in said specifications, the total sum of _____ dollars (\$_____) which sum is subject, however, to increase or decrease in such proportion as the quantities named in said proposal are so changed, all as in said specifications and proposal provided.

In witness whereof, said Contractor and said Owner have caused this agreement to be executed on the day and year first written above.

CONTRACTOR (Firm Name)

Signature of authorized officer

Name and title of officer (print or type)

WA Contractor's Registration Number

Industrial Insurance Account Number

Uniform Business Identification (UBI) Number

Phone Number

(For corporations, LLC's and other legal entities)

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the legal entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said legal entity, for the uses and purposes therein set forth, and on oath stated that he/she was authorized to sign said instrument.

Given under my hand and official seal this _____ day of _____, 2_____.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing _____
Commission expires: _____

(For individuals and d/b/a's)

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2_____.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing _____
Commission expires: _____

CITY OF KIRKLAND

BY: _____
Beth Goldberg, Deputy City Manager



PERFORMANCE BOND

SURETY TO HAVE AN A.M. BEST RATING OF A:-VII OR BETTER.

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that **CONTRACTOR NAME**, as Principal, and _____, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of _____, (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) in the sum of _____ dollars (\$ _____), lawful money of the United States of America, plus the total amount of extra orders issued by the City to the Principal pursuant to the terms of the Contract referred to in the next succeeding paragraph hereof, for the payment whereof Principal and Surety bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **Landscape Median Retrofit**

JOB NO. 27-23-PW

, which is hereby made a part of this bond as if fully set forth herein;

NOW, THEREFORE, the condition of this bond is such that:

1. If the Principal shall completely and faithfully perform all of its obligations under the Contract, including any warranties required thereunder, and all modifications, amendments, additions, and alterations thereto, including modifications which increase the contract price or time for completion, with or without notice to the surety; and
2. If the Principal shall indemnify and hold the City harmless from any and all losses, liability, damages, claims, judgments, liens, costs, and fees of any type that the City may be subject to because of the failure or default of the Principal in the performance of any of the terms, conditions, or obligations of the Contract, including all modifications, amendments, additions, and alterations thereto, and any warranties required thereunder;

THEN THIS obligation shall be null and void; otherwise to remain in full force and effect. If the City shall declare Principal to be in default of the Contract, and shall so notify Surety, Surety shall, within a reasonable time which shall not exceed 14 days, except for good cause shown, notify the City in writing of the manner in which surety will satisfy its obligations under this Bond.

Nonpayment of the Bond premium will not invalidate this Bond nor shall the City be obligated for the payment thereof. The Surety hereby waives notice of any modification of the Contract or extension of time made by the City.

Signed this _____ day of _____, 2____.

Principal: _____

Surety: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

City/Zip: _____

City/Zip: _____

Telephone: () _____

Telephone: () _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.



LABOR, MATERIAL AND TAXES PAYMENT BOND

Surety to have an A.M. Best rating of A:-VII or better.

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that, **CONTRACTOR NAME**, as Principal, and _____, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of _____ (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) for the use and benefit of claimants as hereinafter defined, in the sum of _____ **Dollars (\$_____)**, lawful money of the United States of America, plus the total amount of any extra orders issued by the City, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for **Landscape Median Retrofit**

JOB NO. 27-23-PW, which contract is by this reference made a part hereof;

WHEREAS, the contract is a public works contract, subject to the provisions of RCW Titles 39 and 60;

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for (a) all labor and material used or reasonably required for use in the performance of the contract and (b) all taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions: A claimant is defined as and includes (a) a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, (b) the state with respect to taxes incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due and (c) any other person or entity as allowed or required by law.

3. The Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full prior to Final Acceptance of the project, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly due claimant, and may have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit or action.

(Form continues on next page)

4. No suit or action shall be commenced hereunder by any claimant (except the state with respect to taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due) unless the claimant has sent the written notice required under RCW Title 39 to the Principal and to the City's Purchasing Agent by registered or certified mail, or by hand delivery, no later than 30 days after Final Acceptance of the Project.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety hereby waives notice of any modification of the contract or extension of time made by the City.

Signed this _____ day of _____, 2____

Principal: _____ Surety: _____

By: _____ By: _____

Title: _____ Title: _____

Address: _____ Address: _____

City/Zip: _____ City/Zip: _____

Telephone: () _____ Telephone: () _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.

END OF LABOR, MATERIAL AND TAXES PAYMENT BOND FORM



**CITY OF KIRKLAND
CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**

Landscape Median Retrofit

JOB NO. 27-23-PW

Monies reserved under provisions of Chapter 60.28 RCW, at the option of the Contractor, shall be:

Select

One

- ☐ (1) Retained in a fund by the City. No interest will be earned on the retained percentage amount under this election.
- ☐ (2) Retainage Bond
- ☐ (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. (For the convenience of those Contractors choosing option (3) a City approved Form of Escrow Agreement is included on the next page and should be completed and submitted with the executed contract.)

The Contractor in choosing option (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

- ☐ (4) Deposited by the City in an interest-bearing account at the FDIC insured bank currently providing contracted banking services to the City of Kirkland. Interest on such account shall be paid to the contractor. Any fees incurred shall be the responsibility of the contractor.

CONTRACTOR:

Signature: _____

Print or Type Name: _____

Title: _____

Date: _____



RETAINAGE BOND
RETURN THIS FORM IF RETAINAGE BOND OPTION IS SELECTED

| | |
|-----------------|-------|
| Contract Title | _____ |
| Contract Number | _____ |
| Contractor Name | _____ |

The Undersigned, _____, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington as Principal, and _____ organized and existing under the laws of the State of _____ and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto _____, hereinafter called Obligee, and are similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of (\$ _____), Which is 5% of the principal's price on Contract ID _____.

WHEREAS, on the _____ day of _____, 2____, the said principal herein executed a contract with the Obligee, for the Contract specified above, Contract ID Number _____.

WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the Principal the sum of ____% from monies earned on estimates during the progress of the construction, herein after referred to as earned retained funds.

NOW WHEREAS, Principal has requested that the Obligee not retain any earned retained funds as allowed under RCW 60.28.

NOW THEREFORE, the condition of the obligation is such that the Principal and Surety are held and bound unto the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of _____ percent (____%) of the final contract cost which shall include any increases due to change orders, increases in quantities of work or the addition of any new item of work. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, then this obligation shall be null and void; otherwise, it shall remain in full force and effect until release is authorized in writing by the Obligee. This bond and any proceeds therefrom shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

PROVIDED HOWEVER, that:

1. The liability of the surety under this bond shall not exceed 5% or 50% of the total amount earned by the Principal if no monies are retained by the Obligee on estimates during the progress of construction.
2. Any suit under this bond must be instituted within the time provided by applicable law.

Witness our hands this _____ day of _____, 2____.

SURETY

PRINICPAL

By: _____
Name/Title

By: _____
Name/Title

OF: _____

OF: _____

Surety Name and Local Office of Agent: _____

Surety Address and Phone of Local Office and Agent: _____



CITY OF KIRKLAND RETAINED PERCENTAGE ESCROW AGREEMENT

Landscape Median Retrofit
JOB NO. 27-23-PW

Escrow No. _____

City of Kirkland
123 Fifth Avenue
Kirkland, Washington 98033

Contractor: _____

Address: _____

Project Description: _____

TO: Escrow Bank or Trust Company:

Name: _____

Address: _____

Attention: _____

The undersigned, _____, herein referred to as the Contractor, has directed the City of Kirkland to deliver to you its warrants, which shall be payable to you and the Contractor jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the City of Kirkland. Attached is a list of such bonds, or other securities approved by the City of Kirkland. Other bonds or securities, except stocks, may be selected by the Contractor, subject to the express written approval of the City of Kirkland. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so at the direction of the City of Kirkland and Contractor.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the City of Kirkland's warrants) except in accordance with written instructions from the City of Kirkland. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is _____.

4. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City of Kirkland directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for hereinabove. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorneys fees occasioned by such default, delay, controversy, or litigation.

5. This agreement shall not be binding until executed by the Contractor and the City of Kirkland and accepted by you.

6. This instrument contains the entire agreement between you, the Contractor and the City of Kirkland, with respect to this escrow and you are not a part nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever, except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

7. The foregoing provisions shall be binding upon the assigns, successors, personal representatives, and heirs of the parties hereto.

8. The Contractor's Federal Income Tax Identification number is _____.

** Please note: Written release will be issued by the Director of Finance & Administration. For further information, contact the Purchasing Agent at (425) 587-3123.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement on this _____ day of _____, 2____.

CONTRACTOR:

CITY OF KIRKLAND:

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Title

Title

Address: _____

123 Fifth Avenue
Kirkland, Washington 98033

The above escrow instructions received and accepted this ____ day of _____,
2____.

ESCROW BANK OR TRUST CO:

By:

Authorized Signature

Print or Type Name

Title

Securities Authorized by City of Kirkland (select one):

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligations of any corporation wholly-owned by the government of the United States;
4. Indebtedness of the Federal National Mortgage Association; and
5. Time deposits in commercial banks.

RETURN THIS SIGNED AGREEMENT TO:

City of Kirkland
Attn: Purchasing Agent
123 Fifth Avenue
Kirkland, Washington 98033



CITY OF KIRKLAND RETAINAGE RELEASE REQUIREMENTS

DOCUMENTS REQUIRED TO BE ON FILE PRIOR TO RELEASE OF RETAINAGE

1. Intent to Pay Prevailing Wage (Contractor must generation including for subcontractors)

Department of Labor/Industries
Employment Standards Division
General Administration Building
Olympia, Washington 98504
(360) 956-5335

2. Notice of Completion of Public Works Contract (City generates)

Department of Revenue
Excise Tax Division
Olympia, Washington 98504

3. Affidavit of Wages Paid (Contractor must generate including for subcontractors)

Department of Labor/Industries

4. Certificate of Release - State Excise Tax by Public Works Contractor (Letter from State to City)

Department of Revenue
Department of Labor and Industries
Employment Security Department

5. Receipt for Payment in full or Release of Lien signed by Lien Claimant and filed with City (Responsibility of Contractor to obtain)

Claims against retainage or Payment Bond filed with City by any such subcontractor, workman, or material supplier.

6. Current insurance certificate through retainage release (Contractor generates)
7. Produce final invoice for retainage if bond is not selected (Contractor generates)

PREVAILING WAGE RATES

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 5/31/2023

| <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 | \$56.80 | <u>5D</u> | <u>1H</u> | | View |
| King | Boilermakers | Journey Level | \$74.29 | <u>5N</u> | <u>1C</u> | | View |
| King | Brick Mason | Journey Level | \$66.32 | <u>7E</u> | <u>1N</u> | | View |
| King | Brick Mason | Pointer-Caulker-Cleaner | \$66.32 | <u>7E</u> | <u>1N</u> | | View |
| King | Building Service Employees | Janitor | \$28.23 | <u>5S</u> | <u>2F</u> | | View |
| King | Building Service Employees | Traveling Waxer/Shampooer | \$28.68 | <u>5S</u> | <u>2F</u> | | View |
| King | Building Service Employees | Window Cleaner (Non-Scaffold) | \$32.18 | <u>5S</u> | <u>2F</u> | | View |
| King | Building Service Employees | Window Cleaner (Scaffold) | \$33.18 | <u>5S</u> | <u>2F</u> | | View |
| King | Cabinet Makers (In Shop) | Journey Level | \$22.74 | | <u>1</u> | | View |
| King | Carpenters | Acoustical Worker | \$71.53 | <u>15J</u> | <u>4C</u> | | View |
| King | Carpenters | Bridge, Dock And Wharf Carpenters | \$71.53 | <u>15J</u> | <u>4C</u> | | View |
| King | Carpenters | Floor Layer & Floor Finisher | \$71.53 | <u>15J</u> | <u>4C</u> | | View |
| King | Carpenters | Journey Level | \$71.53 | <u>15J</u> | <u>4C</u> | | View |
| King | Carpenters | Scaffold Erector | \$71.53 | <u>15J</u> | <u>4C</u> | | View |
| King | Cement Masons | Application of all Composition Mastic | \$70.09 | <u>15J</u> | <u>4U</u> | | View |
| King | Cement Masons | Application of all Epoxy Material | \$69.59 | <u>15J</u> | <u>4U</u> | | View |
| King | Cement Masons | Application of all Plastic Material | \$70.09 | <u>15J</u> | <u>4U</u> | | View |
| King | Cement Masons | Application of Sealing Compound | \$69.59 | <u>15J</u> | <u>4U</u> | | View |
| King | Cement Masons | Application of Underlayment | \$70.09 | <u>15J</u> | <u>4U</u> | | View |
| King | Cement Masons | Building General | \$69.59 | <u>15J</u> | <u>4U</u> | | View |
| King | Cement Masons | Composition or Kalman Floors | \$70.09 | <u>15J</u> | <u>4U</u> | | View |
| King | Cement Masons | Concrete Paving | \$69.59 | <u>15J</u> | <u>4U</u> | | View |
| King | Cement Masons | Curb & Gutter Machine | \$70.09 | <u>15J</u> | <u>4U</u> | | View |
| King | Cement Masons | Curb & Gutter, Sidewalks | \$69.59 | <u>15J</u> | <u>4U</u> | | View |
| King | Cement Masons | Curing Concrete | \$69.59 | <u>15J</u> | <u>4U</u> | | View |
| King | Cement Masons | Finish Colored Concrete | \$70.09 | <u>15J</u> | <u>4U</u> | | View |

| | | | | | | | |
|------|--------------------------------------|---|----------|---------------------|--------------------|--------------------|----------------------|
| King | Cement Masons | Floor Grinding | \$70.09 | 15J | 4U | | View |
| King | Cement Masons | Floor Grinding/Polisher | \$69.59 | 15J | 4U | | View |
| King | Cement Masons | Green Concrete Saw, self-powered | \$70.09 | 15J | 4U | | View |
| King | Cement Masons | Grouting of all Plates | \$69.59 | 15J | 4U | | View |
| King | Cement Masons | Grouting of all Tilt-up Panels | \$69.59 | 15J | 4U | | View |
| King | Cement Masons | Guniting Nozzleman | \$70.09 | 15J | 4U | | View |
| King | Cement Masons | Hand Powered Grinder | \$70.09 | 15J | 4U | | View |
| King | Cement Masons | Journey Level | \$69.59 | 15J | 4U | | View |
| King | Cement Masons | Patching Concrete | \$69.59 | 15J | 4U | | View |
| King | Cement Masons | Pneumatic Power Tools | \$70.09 | 15J | 4U | | View |
| King | Cement Masons | Power Chipping & Brushing | \$70.09 | 15J | 4U | | View |
| King | Cement Masons | Sand Blasting Architectural Finish | \$70.09 | 15J | 4U | | View |
| King | Cement Masons | Screed & Rodding Machine | \$70.09 | 15J | 4U | | View |
| King | Cement Masons | Spackling or Skim Coat Concrete | \$69.59 | 15J | 4U | | View |
| King | Cement Masons | Troweling Machine Operator | \$70.09 | 15J | 4U | | View |
| King | Cement Masons | Troweling Machine Operator on Colored Slabs | \$70.09 | 15J | 4U | | View |
| King | Cement Masons | Tunnel Workers | \$70.09 | 15J | 4U | | View |
| King | Divers & Tenders | Bell/Vehicle or Submersible Operator (Not Under Pressure) | \$126.05 | 15J | 4C | | View |
| King | Divers & Tenders | Dive Supervisor/Master | \$89.94 | 15J | 4C | | View |
| King | Divers & Tenders | Diver | \$126.05 | 15J | 4C | 8V | View |
| King | Divers & Tenders | Diver On Standby | \$84.94 | 15J | 4C | | View |
| King | Divers & Tenders | Diver Tender | \$77.16 | 15J | 4C | | View |
| King | Divers & Tenders | Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI | \$89.09 | 15J | 4C | | View |
| King | Divers & Tenders | Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI | \$94.09 | 15J | 4C | | View |
| King | Divers & Tenders | Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI | \$107.09 | 15J | 4C | | View |
| King | Divers & Tenders | Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI | \$103.09 | 15J | 4C | | View |
| King | Divers & Tenders | Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI | \$105.59 | 15J | 4C | | View |
| King | Divers & Tenders | Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI | \$110.59 | 15J | 4C | | View |
| King | Divers & Tenders | Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI | \$112.59 | 15J | 4C | | View |
| King | Divers & Tenders | Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI | \$114.59 | 15J | 4C | | View |

| | | | | | | | |
|------|--|---|----------|---------------------|--------------------|--------------------|----------------------|
| King | Divers & Tenders | Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI | \$116.59 | 15J | 4C | | View |
| King | Divers & Tenders | Manifold Operator | \$77.16 | 15J | 4C | | View |
| King | Divers & Tenders | Manifold Operator Mixed Gas | \$82.16 | 15J | 4C | | View |
| King | Divers & Tenders | Remote Operated Vehicle Operator/Technician | \$77.16 | 15J | 4C | | View |
| King | Divers & Tenders | Remote Operated Vehicle Tender | \$71.98 | 15J | 4C | | View |
| King | Dredge Workers | Assistant Engineer | \$76.56 | 5D | 3F | | View |
| King | Dredge Workers | Assistant Mate (Deckhand) | \$75.97 | 5D | 3F | | View |
| King | Dredge Workers | Boatmen | \$76.56 | 5D | 3F | | View |
| King | Dredge Workers | Engineer Welder | \$78.03 | 5D | 3F | | View |
| King | Dredge Workers | Leverman, Hydraulic | \$79.59 | 5D | 3F | | View |
| King | Dredge Workers | Mates | \$76.56 | 5D | 3F | | View |
| King | Dredge Workers | Oiler | \$75.97 | 5D | 3F | | View |
| King | Drywall Applicator | Journey Level | \$71.53 | 15J | 4C | | View |
| King | Drywall Tapers | Journey Level | \$70.61 | 5P | 1E | | View |
| King | Electrical Fixture Maintenance Workers | Journey Level | \$37.19 | 5L | 1E | | View |
| King | Electricians - Inside | Cable Splicer | \$102.90 | 7C | 4E | | View |
| King | Electricians - Inside | Cable Splicer (tunnel) | \$110.61 | 7C | 4E | | View |
| King | Electricians - Inside | Certified Welder | \$99.38 | 7C | 4E | | View |
| King | Electricians - Inside | Certified Welder (tunnel) | \$106.75 | 7C | 4E | | View |
| King | Electricians - Inside | Construction Stock Person | \$49.28 | 7C | 4E | | View |
| King | Electricians - Inside | Journey Level | \$95.88 | 7C | 4E | | View |
| King | Electricians - Inside | Journey Level (tunnel) | \$102.90 | 7C | 4E | | View |
| King | Electricians - Motor Shop | Journey Level | \$48.68 | 5A | 1B | | View |
| King | Electricians - Powerline Construction | Cable Splicer | \$93.00 | 5A | 4D | | View |
| King | Electricians - Powerline Construction | Certified Line Welder | \$85.42 | 5A | 4D | | View |
| King | Electricians - Powerline Construction | Groundperson | \$55.27 | 5A | 4D | | View |
| King | Electricians - Powerline Construction | Heavy Line Equipment Operator | \$85.42 | 5A | 4D | | View |
| King | Electricians - Powerline Construction | Journey Level Lineperson | \$85.42 | 5A | 4D | | View |
| King | Electricians - Powerline Construction | Line Equipment Operator | \$73.35 | 5A | 4D | | View |
| King | Electricians - Powerline Construction | Meter Installer | \$55.27 | 5A | 4D | 8W | View |
| King | Electricians - Powerline Construction | Pole Sprayer | \$85.42 | 5A | 4D | | View |
| King | Electricians - Powerline Construction | Powderperson | \$63.50 | 5A | 4D | | View |
| King | Electronic Technicians | Journey Level | \$62.13 | 7E | 1E | | View |
| King | Elevator Constructors | Mechanic | \$107.49 | 7D | 4A | | View |
| King | Elevator Constructors | Mechanic In Charge | \$116.13 | 7D | 4A | | View |
| King | Fabricated Precast Concrete Products | All Classifications - In-Factory Work Only | \$21.34 | 5B | 1R | | View |

| | | | | | | | |
|------|--|---------------------------------------|---------|---------------------|---------------------|--------------------|----------------------|
| King | Fence Erectors | Fence Erector | \$48.14 | 15J | 4V | 8Y | View |
| King | Fence Erectors | Fence Laborer | \$48.14 | 15J | 4V | 8Y | View |
| King | Flaggers | Journey Level | \$48.14 | 15J | 4V | 8Y | View |
| King | Glaziers | Journey Level | \$75.91 | 7L | 1Y | | View |
| King | Heat & Frost Insulators And Asbestos Workers | Journey Level | \$84.84 | 15H | 11C | | View |
| King | Heating Equipment Mechanics | Journey Level | \$94.11 | 7F | 1E | | View |
| King | Hod Carriers & Mason Tenders | Journey Level | \$59.85 | 15J | 4V | 8Y | View |
| King | Industrial Power Vacuum Cleaner | Journey Level | \$15.74 | | 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 | \$15.74 | | 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 | \$71.53 | 15J | 4C | | View |
| King | Ironworkers | Journeyman | \$83.79 | 15K | 11N | | View |
| King | Laborers | Air, Gas Or Electric Vibrating Screed | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Airtrac Drill Operator | \$58.56 | 15J | 4V | 8Y | View |
| King | Laborers | Ballast Regular Machine | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Batch Weighman | \$48.14 | 15J | 4V | 8Y | View |
| King | Laborers | Brick Pavers | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Brush Cutter | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Brush Hog Feeder | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Burner | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Caisson Worker | \$58.56 | 15J | 4V | 8Y | View |
| King | Laborers | Carpenter Tender | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Cement Dumper-paving | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Cement Finisher Tender | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Change House Or Dry Shack | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Chipping Gun (30 Lbs. And Over) | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Chipping Gun (Under 30 Lbs.) | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Choker Setter | \$56.80 | 15J | 4V | 8Y | View |

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|------|--------------------------|--|---------|------------|-----------|-----------|----------------------|
| King | Laborers | Chuck Tender | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Clary Power Spreader | \$57.84 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Clean-up Laborer | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Concrete Dumper/Chute Operator | \$57.84 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Concrete Form Stripper | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Concrete Placement Crew | \$57.84 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Concrete Saw Operator/Core Driller | \$57.84 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Crusher Feeder | \$48.14 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Curing Laborer | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Demolition: Wrecking & Moving (Incl. Charred Material) | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Ditch Digger | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Diver | \$58.56 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Drill Operator (Hydraulic, Diamond) | \$57.84 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Dry Stack Walls | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Dump Person | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Epoxy Technician | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Erosion Control Worker | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Faller & Bucker Chain Saw | \$57.84 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Fine Graders | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Firewatch | \$48.14 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Form Setter | \$57.84 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Gabian Basket Builders | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | General Laborer | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Grade Checker & Transit Person | \$59.85 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Grinders | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Grout Machine Tender | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Groutmen (Pressure) Including Post Tension Beams | \$57.84 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Guardrail Erector | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Hazardous Waste Worker (Level A) | \$58.56 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Hazardous Waste Worker (Level B) | \$57.84 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Hazardous Waste Worker (Level C) | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | High Scaler | \$58.56 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Jackhammer | \$57.84 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Laserbeam Operator | \$57.84 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Maintenance Person | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Manhole Builder-Mudman | \$57.84 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Material Yard Person | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Mold Abatement Worker | \$56.80 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |
| King | Laborers | Motorman-Dinky Locomotive | \$59.95 | <u>15J</u> | <u>4V</u> | <u>8Y</u> | View |

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|------|--------------------------|---|---------|---------------------|--------------------|--------------------|----------------------|
| King | Laborers | nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster) | \$59.85 | 15J | 4V | 8Y | View |
| King | Laborers | Pavement Breaker | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Pilot Car | \$48.14 | 15J | 4V | 8Y | View |
| King | Laborers | Pipe Layer (Lead) | \$59.85 | 15J | 4V | 8Y | View |
| King | Laborers | Pipe Layer/Tailor | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Pipe Pot Tender | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Pipe Reliner | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Pipe Wrapper | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Pot Tender | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Powderman | \$58.56 | 15J | 4V | 8Y | View |
| King | Laborers | Powderman's Helper | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Power Jacks | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Railroad Spike Puller - Power | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Raker - Asphalt | \$59.85 | 15J | 4V | 8Y | View |
| King | Laborers | Re-timberman | \$58.56 | 15J | 4V | 8Y | View |
| King | Laborers | Remote Equipment Operator | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Rigger/Signal Person | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Rip Rap Person | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Rivet Buster | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Rodder | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Scaffold Erector | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Scale Person | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Sloper (Over 20") | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Sloper Sprayer | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Spreader (Concrete) | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Stake Hopper | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Stock Piler | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Swinging Stage/Boatswain Chair | \$48.14 | 15J | 4V | 8Y | View |
| King | Laborers | Tamper & Similar Electric, Air & Gas Operated Tools | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Tamper (Multiple & Self-propelled) | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Timber Person - Sewer (Lagger, Shorer & Cribber) | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Toolroom Person (at Jobsite) | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Topper | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Track Laborer | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Track Liner (Power) | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Traffic Control Laborer | \$51.48 | 15J | 4V | 9C | View |
| King | Laborers | Traffic Control Supervisor | \$54.55 | 15J | 4V | 9C | View |
| King | Laborers | Truck Spotter | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Tugger Operator | \$57.84 | 15J | 4V | 8Y | View |

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|------|--|---|----------|---------------------|---------------------|--------------------|----------------------|
| King | Laborers | Tunnel Work-Compressed Air Worker 0-30 psi | \$158.87 | 15J | 4V | 9B | View |
| King | Laborers | Tunnel Work-Compressed Air Worker 30.01-44.00 psi | \$163.90 | 15J | 4V | 9B | View |
| King | Laborers | Tunnel Work-Compressed Air Worker 44.01-54.00 psi | \$167.58 | 15J | 4V | 9B | View |
| King | Laborers | Tunnel Work-Compressed Air Worker 54.01-60.00 psi | \$173.28 | 15J | 4V | 9B | View |
| King | Laborers | Tunnel Work-Compressed Air Worker 60.01-64.00 psi | \$175.40 | 15J | 4V | 9B | View |
| King | Laborers | Tunnel Work-Compressed Air Worker 64.01-68.00 psi | \$180.50 | 15J | 4V | 9B | View |
| King | Laborers | Tunnel Work-Compressed Air Worker 68.01-70.00 psi | \$182.40 | 15J | 4V | 9B | View |
| King | Laborers | Tunnel Work-Compressed Air Worker 70.01-72.00 psi | \$184.40 | 15J | 4V | 9B | View |
| King | Laborers | Tunnel Work-Compressed Air Worker 72.01-74.00 psi | \$186.40 | 15J | 4V | 9B | View |
| King | Laborers | Tunnel Work-Guage and Lock Tender | \$59.95 | 15J | 4V | 8Y | View |
| King | Laborers | Tunnel Work-Miner | \$59.95 | 15J | 4V | 8Y | View |
| King | Laborers | Vibrator | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Vinyl Seamer | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers | Watchman | \$43.76 | 15J | 4V | 8Y | View |
| King | Laborers | Welder | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Well Point Laborer | \$57.84 | 15J | 4V | 8Y | View |
| King | Laborers | Window Washer/Cleaner | \$43.76 | 15J | 4V | 8Y | View |
| King | Laborers - Underground Sewer & Water | General Laborer & Topman | \$56.80 | 15J | 4V | 8Y | View |
| King | Laborers - Underground Sewer & Water | Pipe Layer | \$57.84 | 15J | 4V | 8Y | View |
| King | Landscape Construction | Landscape Construction/Landscaping Or Planting Laborers | \$43.76 | 15J | 4V | 8Y | View |
| King | Landscape Construction | Landscape Operator | \$78.80 | 15J | 11G | 8X | View |
| King | Landscape Maintenance | Groundskeeper | \$17.87 | | 1 | | View |
| King | Lathers | Journey Level | \$71.53 | 15J | 4C | | View |
| King | Marble Setters | Journey Level | \$66.32 | 7E | 1N | | View |
| King | Metal Fabrication (In Shop) | Fitter/Certified Welder | \$42.17 | 15I | 11E | | View |
| King | Metal Fabrication (In Shop) | General Laborer | \$30.07 | 15I | 11E | | View |
| King | Metal Fabrication (In Shop) | Mechanic | \$43.63 | 15I | 11E | | View |
| King | Metal Fabrication (In Shop) | Welder/Burner | \$39.28 | 15I | 11E | | View |
| King | Millwright | Journey Level | \$73.08 | 15J | 4C | | View |
| King | Modular Buildings | Cabinet Assembly | \$15.74 | | 1 | | View |
| King | Modular Buildings | Electrician | \$15.74 | | 1 | | View |
| King | Modular Buildings | Equipment Maintenance | \$15.74 | | 1 | | View |
| King | Modular Buildings | Plumber | \$15.74 | | 1 | | View |
| King | Modular Buildings | Production Worker | \$15.74 | | 1 | | View |
| King | Modular Buildings | Tool Maintenance | \$15.74 | | 1 | | View |
| King | Modular Buildings | Utility Person | \$15.74 | | 1 | | View |
| King | Modular Buildings | Welder | \$15.74 | | 1 | | View |

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|------|--|---|---------|------------|------------|-----------|----------------------|
| King | Painters | Journey Level | \$49.46 | <u>6Z</u> | <u>11J</u> | | View |
| King | Pile Driver | Crew Tender | \$77.16 | <u>15J</u> | <u>4C</u> | | View |
| King | Pile Driver | Journey Level | \$71.98 | <u>15J</u> | <u>4C</u> | | View |
| King | Plasterers | Journey Level | \$67.49 | <u>7Q</u> | <u>1R</u> | | View |
| King | Plasterers | Nozzleman | \$71.49 | <u>7Q</u> | <u>1R</u> | | View |
| King | Playground & Park Equipment Installers | Journey Level | \$15.74 | | <u>1</u> | | View |
| King | Plumbers & Pipefitters | Journey Level | \$96.69 | <u>6Z</u> | <u>1G</u> | | View |
| King | Power Equipment Operators | Asphalt Plant Operators | \$80.12 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Assistant Engineer | \$75.35 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Barrier Machine (zipper) | \$79.41 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Batch Plant Operator: concrete | \$79.41 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Boat Operator | \$80.33 | <u>7A</u> | <u>11H</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Bobcat | \$75.35 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Brokk - Remote Demolition Equipment | \$75.35 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Brooms | \$75.35 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Bump Cutter | \$79.41 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Cableways | \$80.12 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Chipper | \$79.41 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Compressor | \$75.35 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Concrete Finish Machine - Laser Screed | \$75.35 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure | \$78.80 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Concrete Pump: Truck Mount With Boom Attachment Over 42 M | \$80.12 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Concrete Pump: Truck Mount With Boom Attachment Up To 42m | \$79.41 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Conveyors | \$78.80 | <u>15J</u> | <u>11G</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Cranes Friction: 200 tons and over | \$82.76 | <u>7A</u> | <u>11H</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Cranes, A-frame: 10 tons and under | \$75.55 | <u>7A</u> | <u>11H</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments) | \$81.12 | <u>7A</u> | <u>11H</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Cranes: 20 tons through 44 tons with attachments | \$79.62 | <u>7A</u> | <u>11H</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments | \$81.97 | <u>7A</u> | <u>11H</u> | <u>8X</u> | View |
| King | Power Equipment Operators | Cranes: 300 tons and over or 300' of boom including jib with attachments | \$82.76 | <u>7A</u> | <u>11H</u> | <u>8X</u> | View |

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|------|---|---|---------|---------------------|---------------------|--------------------|----------------------|
| King | Power Equipment Operators | Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments) | \$80.33 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Cranes: Friction cranes through 199 tons | \$81.97 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Cranes: through 19 tons with attachments, a-frame over 10 tons | \$79.00 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Crusher | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Deck Engineer/Deck Winches (power) | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Derricks, On Building Work | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Dozers D-9 & Under | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Drill Oilers: Auger Type, Truck Or Crane Mount | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Drilling Machine | \$80.92 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Elevator and man-lift: permanent and shaft type | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Finishing Machine, Bidwell And Gamaco & Similar Equipment | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Forklift: 3000 lbs and over with attachments | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Forklifts: under 3000 lbs. with attachments | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Grade Engineer: Using Blue Prints, Cut Sheets, Etc | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Gradechecker/Stakeman | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Guardrail Punch | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Horizontal/Directional Drill Locator | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Horizontal/Directional Drill Operator | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Hydralifts/Boom Trucks Over 10 Tons | \$79.00 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Hydralifts/boom trucks: 10 tons and under | \$75.55 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Leverman | \$81.75 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Loader, Overhead, 6 Yards. But Not Including 8 Yards | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Loaders, Overhead Under 6 Yards | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Loaders, Plant Feed | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Loaders: Elevating Type Belt | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Locomotives, All | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Material Transfer Device | \$79.41 | 15J | 11G | 8X | View |

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|------|---|--|---------|---------------------|---------------------|--------------------|----------------------|
| King | Power Equipment Operators | Mechanics: All (Leadmen - \$0.50 per hour over mechanic) | \$80.92 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Motor Patrol Graders | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Oil Distributors, Blower Distribution & Mulch Seeding Operator | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Overhead, bridge type Crane: 20 tons through 44 tons | \$79.62 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Overhead, bridge type: 100 tons and over | \$81.12 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Overhead, bridge type: 45 tons through 99 tons | \$80.33 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Pavement Breaker | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Pile Driver (other Than Crane Mount) | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Plant Oiler - Asphalt, Crusher | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Posthole Digger, Mechanical | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Power Plant | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Pumps - Water | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Quad 9, Hd 41, D10 And Over | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Quick Tower: no cab, under 100 feet in height base to boom | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Remote Control Operator On Rubber Tired Earth Moving Equipment | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Rigger and Bellman | \$75.55 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Rigger/Signal Person, Bellman(Certified) | \$79.00 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Rollagon | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Roller, Other Than Plant Mix | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Roller, Plant Mix Or Multi-lift Materials | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Roto-mill, Roto-grinder | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Saws - Concrete | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Scraper, Self Propelled Under 45 Yards | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Scrapers - Concrete & Carry All | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Scrapers, Self-propelled: 45 Yards And Over | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Service Engineers: Equipment | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Shotcrete/Gunite Equipment | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons | \$80.12 | 15J | 11G | 8X | View |

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|------|---|--|---------|---------------------|---------------------|--------------------|----------------------|
| King | Power Equipment Operators | Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons | \$80.92 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Shovel, Excavator, Backhoes: Over 90 Metric Tons | \$81.75 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Slipform Pavers | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Spreader, Topsider & Screedman | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Subgrader Trimmer | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Tower Bucket Elevators | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Tower Crane: over 175' through 250' in height, base to boom | \$81.97 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Tower crane: up to 175' in height base to boom | \$81.12 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Tower Cranes: over 250' in height from base to boom | \$82.76 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Transporters, All Track Or Truck Type | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Trenching Machines | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Truck Crane Oiler/Driver: 100 tons and over | \$79.62 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Truck crane oiler/driver: under 100 tons | \$79.00 | 7A | 11H | 8X | View |
| King | Power Equipment Operators | Truck Mount Portable Conveyor | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Vac Truck (Vactor Guzzler, Hydro Excavator) | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Welder | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Wheel Tractors, Farmall Type | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators | Yo Yo Pay Dozer | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Asphalt Plant Operators | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Assistant Engineer | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Barrier Machine (zipper) | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Batch Plant Operator, Concrete | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Boat Operator | \$80.33 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Bobcat | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Brokk - Remote Demolition Equipment | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Brooms | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Bump Cutter | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Cableways | \$80.12 | 15J | 11G | 8X | View |

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| King | Power Equipment Operators-Underground Sewer & Water | Chipper | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Compressor | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Concrete Finish Machine - Laser Screed | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Concrete Pump: Truck Mount With Boom Attachment Over 42 M | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Concrete Pump: Truck Mount With Boom Attachment Up To 42m | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Conveyors | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Cranes Friction: 200 tons and over | \$82.76 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Cranes, A-frame: 10 tons and under | \$75.55 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments) | \$81.12 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Cranes: 20 tons through 44 tons with attachments | \$79.62 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Cranes: 20 tons through 44 tons with attachments | \$79.62 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments | \$81.97 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Cranes: 300 tons and over or 300' of boom including jib with attachments | \$82.76 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments) | \$80.33 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Cranes: Friction cranes through 199 tons | \$81.97 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Cranes: through 19 tons with attachments, a-frame over 10 tons | \$79.00 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Crusher | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Deck Engineer/Deck Winches (power) | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Derricks, On Building Work | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Dozers D-9 & Under | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Drill Oilers: Auger Type, Truck Or Crane Mount | \$78.80 | 15J | 11G | 8X | View |

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| King | Power Equipment Operators-Underground Sewer & Water | Drilling Machine | \$80.92 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Elevator and man-lift: permanent and shaft type | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Finishing Machine, Bidwell And Gamaco & Similar Equipment | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Forklift: 3000 lbs and over with attachments | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Forklifts: under 3000 lbs. with attachments | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Grade Engineer: Using Blue Prints, Cut Sheets, Etc | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Gradechecker/Stakeman | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Guardrail Punch | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Horizontal/Directional Drill Locator | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Horizontal/Directional Drill Operator | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Hydralifts/boom trucks: 10 tons and under | \$75.55 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Hydralifts/boom trucks: over 10 tons | \$79.00 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Leverman | \$81.75 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Loader, Overhead, 6 Yards. But Not Including 8 Yards | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Loaders, Overhead Under 6 Yards | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Loaders, Plant Feed | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Loaders: Elevating Type Belt | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Locomotives, All | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Material Transfer Device | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Mechanics: All (Leadmen - \$0.50 per hour over mechanic) | \$80.92 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Motor Patrol Graders | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Oil Distributors, Blower Distribution & Mulch Seeding Operator | \$75.35 | 15J | 11G | 8X | View |

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| King | Power Equipment Operators-Underground Sewer & Water | Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Overhead, bridge type Crane: 20 tons through 44 tons | \$79.62 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Overhead, bridge type: 100 tons and over | \$81.12 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Overhead, bridge type: 45 tons through 99 tons | \$80.33 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Pavement Breaker | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Pile Driver (other Than Crane Mount) | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Plant Oiler - Asphalt, Crusher | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Posthole Digger, Mechanical | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Power Plant | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Pumps - Water | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Quad 9, Hd 41, D10 And Over | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Quick Tower: no cab, under 100 feet in height base to boom | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Remote Control Operator On Rubber Tired Earth Moving Equipment | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Rigger and Bellman | \$75.55 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Rigger/Signal Person, Bellman(Certified) | \$79.00 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Rollagon | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Roller, Other Than Plant Mix | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Roller, Plant Mix Or Multi-lift Materials | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Roto-mill, Roto-grinder | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Saws - Concrete | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Scraper, Self Propelled Under 45 Yards | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Scrapers - Concrete & Carry All | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Scrapers, Self-propelled: 45 Yards And Over | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Shotcrete/Gunite Equipment | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons | \$78.80 | 15J | 11G | 8X | View |

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| King | Power Equipment Operators-Underground Sewer & Water | Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons | \$80.92 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Shovel, Excavator, Backhoes: Over 90 Metric Tons | \$81.75 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Slipform Pavers | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Spreader, Topsider & Screedman | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Subgrader Trimmer | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Tower Bucket Elevators | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Tower Crane: over 175' through 250' in height, base to boom | \$81.97 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Tower crane: up to 175' in height base to boom | \$81.12 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Tower Cranes: over 250' in height from base to boom | \$82.76 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Transporters, All Track Or Truck Type | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Trenching Machines | \$78.80 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Truck Crane Oiler/Driver: 100 tons and over | \$79.62 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Truck Crane Oiler/Driver: 100 tons and over | \$79.62 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Truck crane oiler/driver: under 100 tons | \$79.00 | 7A | 11H | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Truck Mount Portable Conveyor | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Vac Truck (Vactor Guzzler, Hydro Excavator) | \$79.41 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Welder | \$80.12 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Wheel Tractors, Farmall Type | \$75.35 | 15J | 11G | 8X | View |
| King | Power Equipment Operators-Underground Sewer & Water | Yo Yo Pay Dozer | \$79.41 | 15J | 11G | 8X | View |
| King | Power Line Clearance Tree Trimmers | Journey Level In Charge | \$57.22 | 5A | 4A | | View |
| King | Power Line Clearance Tree Trimmers | Spray Person | \$54.32 | 5A | 4A | | View |
| King | Power Line Clearance Tree Trimmers | Tree Equipment Operator | \$57.22 | 5A | 4A | | View |
| King | Power Line Clearance Tree Trimmers | Tree Trimmer | \$51.18 | 5A | 4A | | View |

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|------|--|---|---------|---------------------|---------------------|--|----------------------|
| King | Power Line Clearance Tree Trimmers | Tree Trimmer Groundperson | \$38.99 | 5A | 4A | | View |
| King | Refrigeration & Air Conditioning Mechanics | Journey Level | \$92.51 | 6Z | 1G | | View |
| King | Residential Brick Mason | Journey Level | \$66.32 | 7E | 1N | | View |
| King | Residential Carpenters | Journey Level | \$36.44 | | 1 | | View |
| King | Residential Cement Masons | Journey Level | \$46.64 | | 1 | | View |
| King | Residential Drywall Applicators | Journey Level | \$71.53 | 15J | 4C | | View |
| King | Residential Drywall Tapers | Journey Level | \$36.36 | | 1 | | View |
| King | Residential Electricians | Journey Level | \$48.80 | | 1 | | View |
| King | Residential Glaziers | Journey Level | \$28.93 | | 1 | | View |
| King | Residential Insulation Applicators | Journey Level | \$28.18 | | 1 | | View |
| King | Residential Laborers | Journey Level | \$29.73 | | 1 | | View |
| King | Residential Marble Setters | Journey Level | \$27.38 | | 1 | | View |
| King | Residential Painters | Journey Level | \$23.47 | | 1 | | View |
| King | Residential Plumbers & Pipefitters | Journey Level | \$96.69 | 6Z | 1G | | View |
| King | Residential Refrigeration & Air Conditioning Mechanics | Journey Level | \$92.51 | 6Z | 1G | | View |
| King | Residential Sheet Metal Workers | Journey Level | \$94.11 | 7F | 1E | | View |
| King | Residential Soft Floor Layers | Journey Level | \$55.76 | 5A | 3J | | View |
| King | Residential Sprinkler Fitters (Fire Protection) | Journey Level | \$58.26 | 5C | 2R | | View |
| King | Residential Stone Masons | Journey Level | \$66.32 | 7E | 1N | | View |
| King | Residential Terrazzo Workers | Journey Level | \$60.36 | 7E | 1N | | View |
| 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 | \$60.95 | 5A | 3H | | View |
| King | Roofers | Using Irritable Bituminous Materials | \$63.95 | 5A | 3H | | View |
| King | Sheet Metal Workers | Journey Level (Field or Shop) | \$94.11 | 7F | 1E | | View |
| King | Shipbuilding & Ship Repair | New Construction Boilermaker | \$41.83 | 7V | 1 | | View |
| King | Shipbuilding & Ship Repair | New Construction Carpenter | \$41.83 | 7V | 1 | | View |
| King | Shipbuilding & Ship Repair | New Construction Crane Operator | \$41.83 | 7V | 1 | | View |
| King | Shipbuilding & Ship Repair | New Construction Electrician | \$41.83 | 7V | 1 | | View |
| King | Shipbuilding & Ship Repair | New Construction Heat & Frost Insulator | \$84.84 | 15H | 11C | | View |
| King | Shipbuilding & Ship Repair | New Construction Laborer | \$41.83 | 7V | 1 | | View |
| King | Shipbuilding & Ship Repair | New Construction Machinist | \$41.83 | 7V | 1 | | View |
| King | Shipbuilding & Ship Repair | New Construction Operating Engineer | \$41.83 | 7V | 1 | | View |
| King | Shipbuilding & Ship Repair | New Construction Painter | \$41.83 | 7V | 1 | | View |
| King | Shipbuilding & Ship Repair | New Construction Pipefitter | \$41.83 | 7V | 1 | | View |
| King | Shipbuilding & Ship Repair | New Construction Rigger | \$41.83 | 7V | 1 | | View |
| King | Shipbuilding & Ship Repair | New Construction Sheet Metal | \$41.83 | 7V | 1 | | View |

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| King | Shipbuilding & Ship Repair | New Construction Shipfitter | \$41.83 | <u>7V</u> | <u>1</u> | | View |
| King | Shipbuilding & Ship Repair | New Construction Warehouse/Teamster | \$41.83 | <u>7V</u> | <u>1</u> | | View |
| King | Shipbuilding & Ship Repair | New Construction Welder / Burner | \$41.83 | <u>7V</u> | <u>1</u> | | View |
| King | Shipbuilding & Ship Repair | Ship Repair Boilermaker | \$50.35 | <u>7X</u> | <u>4J</u> | | View |
| King | Shipbuilding & Ship Repair | Ship Repair Carpenter | \$50.95 | <u>7X</u> | <u>4J</u> | | View |
| King | Shipbuilding & Ship Repair | Ship Repair Crane Operator | \$45.06 | <u>7Y</u> | <u>4K</u> | | View |
| King | Shipbuilding & Ship Repair | Ship Repair Electrician | \$50.42 | <u>7X</u> | <u>4J</u> | | View |
| King | Shipbuilding & Ship Repair | Ship Repair Heat & Frost Insulator | \$84.84 | <u>15H</u> | <u>11C</u> | | View |
| King | Shipbuilding & Ship Repair | Ship Repair Laborer | \$50.95 | <u>7X</u> | <u>4J</u> | | View |
| King | Shipbuilding & Ship Repair | Ship Repair Machinist | \$50.95 | <u>7X</u> | <u>4J</u> | | View |
| King | Shipbuilding & Ship Repair | Ship Repair Operating Engineer | \$45.06 | <u>7Y</u> | <u>4K</u> | | View |
| King | Shipbuilding & Ship Repair | Ship Repair Painter | \$50.95 | <u>7X</u> | <u>4J</u> | | View |
| King | Shipbuilding & Ship Repair | Ship Repair Pipefitter | \$50.95 | <u>7X</u> | <u>4J</u> | | View |
| King | Shipbuilding & Ship Repair | Ship Repair Rigger | \$50.35 | <u>7X</u> | <u>4J</u> | | View |
| King | Shipbuilding & Ship Repair | Ship Repair Sheet Metal | \$50.35 | <u>7X</u> | <u>4J</u> | | View |
| King | Shipbuilding & Ship Repair | Ship Repair Shipwright | \$50.95 | <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 | \$55.78 | <u>0</u> | <u>1</u> | | View |
| King | Sign Makers & Installers (Non-Electrical) | Journey Level | \$35.73 | <u>0</u> | <u>1</u> | | View |
| King | Soft Floor Layers | Journey Level | \$62.39 | <u>15J</u> | <u>4C</u> | | View |
| King | Solar Controls For Windows | Journey Level | \$15.74 | | <u>1</u> | | View |
| King | Sprinkler Fitters (Fire Protection) | Journey Level | \$92.49 | <u>5C</u> | <u>1X</u> | | View |
| King | Stage Rigging Mechanics (Non Structural) | Journey Level | \$15.74 | | <u>1</u> | | View |
| King | Stone Masons | Journey Level | \$66.32 | <u>7E</u> | <u>1N</u> | | View |
| King | Street And Parking Lot Sweeper Workers | Journey Level | \$19.09 | | <u>1</u> | | View |
| King | Surveyors | Assistant Construction Site Surveyor | \$79.00 | <u>7A</u> | <u>11H</u> | <u>8X</u> | View |
| King | Surveyors | Chainman | \$75.55 | <u>7A</u> | <u>11H</u> | <u>8X</u> | View |
| King | Surveyors | Construction Site Surveyor | \$80.33 | <u>7A</u> | <u>11H</u> | <u>8X</u> | View |
| King | Surveyors | Drone Operator (when used in conjunction with survey work only) | \$75.55 | <u>7A</u> | <u>11H</u> | <u>8X</u> | View |
| King | Surveyors | Ground Penetrating Radar Operator | \$75.55 | <u>7A</u> | <u>11H</u> | <u>8X</u> | View |
| King | Telecommunication Technicians | Journey Level | \$62.13 | <u>7E</u> | <u>1E</u> | | View |
| King | Telephone Line Construction - Outside | Cable Splicer | \$39.15 | <u>5A</u> | <u>2B</u> | | View |
| King | Telephone Line Construction - Outside | Hole Digger/Ground Person | \$26.29 | <u>5A</u> | <u>2B</u> | | View |
| King | Telephone Line Construction - Outside | Telephone Equipment Operator (Light) | \$32.72 | <u>5A</u> | <u>2B</u> | | View |

| | | | | | | | |
|------|--|---------------------------|---------|------------|------------|-----------|----------------------|
| King | Telephone Line Construction - Outside | Telephone Lineperson | \$37.00 | <u>5A</u> | <u>2B</u> | | View |
| King | Terrazzo Workers | Journey Level | \$60.36 | <u>7E</u> | <u>1N</u> | | View |
| King | Tile Setters | Journey Level | \$60.36 | <u>7E</u> | <u>1N</u> | | View |
| King | Tile, Marble & Terrazzo Finishers | Finisher | \$51.19 | <u>7E</u> | <u>1N</u> | | View |
| King | Traffic Control Stripers | Journey Level | \$51.90 | <u>7A</u> | <u>1K</u> | | View |
| King | Truck Drivers | Asphalt Mix Over 16 Yards | \$72.45 | <u>15J</u> | <u>11M</u> | <u>8L</u> | View |
| King | Truck Drivers | Asphalt Mix To 16 Yards | \$71.61 | <u>15J</u> | <u>11M</u> | <u>8L</u> | View |
| King | Truck Drivers | Dump Truck | \$71.61 | <u>15J</u> | <u>11M</u> | <u>8L</u> | View |
| King | Truck Drivers | Dump Truck & Trailer | \$72.45 | <u>15J</u> | <u>11M</u> | <u>8L</u> | View |
| King | Truck Drivers | Other Trucks | \$72.45 | <u>15J</u> | <u>11M</u> | <u>8L</u> | View |
| King | Truck Drivers - Ready Mix | Transit Mix | \$72.45 | <u>15J</u> | <u>11M</u> | <u>8L</u> | View |
| King | Well Drillers & Irrigation Pump Installers | Irrigation Pump Installer | \$17.71 | | <u>1</u> | | View |
| King | Well Drillers & Irrigation Pump Installers | Oiler | \$15.74 | | <u>1</u> | | View |
| King | Well Drillers & Irrigation Pump Installers | Well Driller | \$18.00 | | <u>1</u> | | View |

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

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

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

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

**WSDOT's
Predetermined List for
Suppliers - Manufacturers - Fabricators**

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

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

| ITEM DESCRIPTION | YES | NO |
|--|-----|----|
| 8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type. | | X |
| 9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3). | X | |
| 10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges. | X | |
| 11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contract Plans for item description and shop drawings. | X | |
| 12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3). | | X |
| 13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec.. | X | |
| 14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans. | | X |
| 15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans. | | X |
| 16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans. | | X |

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

| ITEM DESCRIPTION | YES | NO |
|---|-----|----|
| 27. Precast Railroad Crossings - Concrete Crossing Structure Slabs. | X | |
| 28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A | X | |
| 29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A | X | |
| 30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A | X | |
| 31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A. | X | |
| 32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A | X | |
| 33. Monument Case and Cover See Std. Plan. | | X |

| ITEM DESCRIPTION | YES | NO |
|---|-----|----|
| 34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111. | X | |
| 35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication. | X | |
| 36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111. | X | |
| 37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication | | X |
| 38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles. | X | |
| 39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings. | X | |
| 40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings | X | |
| 41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans. | | X |

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

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

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

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

See RCW [39.12.010](#)

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

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

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

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

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

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

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- 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.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

Overtime Codes Continued

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

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

EXCEPTION:

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

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

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

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- 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.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).

All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).

Overtime Codes Continued

4. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 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.

- 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.

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

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

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

Overtime Codes Continued

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.
- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

Overtime Codes Continued

11. J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

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).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

Holiday Codes Continued

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, 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.

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

Note Codes Continued

8. 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.
- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Note Codes Continued

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

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

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

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

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

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

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

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

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

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

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

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

Note Codes Continued

9. H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of at least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

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City of Kirkland Special Provisions

INTRODUCTION

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions supersede any conflicting provisions of the Standard Specifications.

The accompanying Plans and these Specifications and any Addenda thereto, show and describe the location and type of work to be performed under the Landscape Median Retrofit project.

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 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 titles of headings of the Sections and subsections herein are intended for convenience or reference and shall not be considered as having any bearing on their interpretation.

Several types of Special Provisions are included in this contract and are differentiated as follows:

General Special Provisions (GSPs) are similar to Standard Specifications in that they typically apply to many public works projects. These can include:

- **Local Agency/APWA Approved GSPs** are modifications to the Standard Specifications prepared by the APWA Division 1 subcommittee, which is comprised of representatives of local agencies throughout the State of Washington. These GSPs are generally used throughout the state. APWA GSPs replace what was formerly referred to as "Division 1-99 APWA Supplement" in previous editions of the Standard Specifications for Road, Bridge and Municipal Construction. Denoted as: **(date APWA GSP)**
- **City of Kirkland GSPs** are modifications to the Standard Specifications prepared by the City of Kirkland Public Works Department, and commonly applicable to City of Kirkland projects. Denoted as: **(date COK GSP)**

Project-Specific Special Provisions normally appear only in the contract for which they were developed. Denoted as: **(*****)**

Also incorporated into the Contract Documents by reference are:

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

- City of Kirkland Public Works Department Pre-Approved Plans and Policies, current year edition.
- 2021 King County Surface Water Design Manual

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

DIVISION 1 GENERAL REQUIREMENTS

DESCRIPTION OF WORK

This Contract provides for installation of hardscape within existing roadway medians and all related Work, all in accordance with the Contract Plans, these Contract Special Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 19, 2022 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 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.

*(*****)*

Bidders shall have completed at minimum three (3) previous public works projects of similar scope, size and dollar value to be considered qualified.

Add the following new section:

1-02.1(1) Supplemental Qualifications Criteria

(January 1, 2016 COK GSP)

Bidders shall complete and sign the Statement of Bidder's Qualification contained in the Proposal. Said form must be submitted with the bid proposal.

After bids are opened, Contracting Agency may request that a bidder or all bidders provide supplemental information concerning responsibility in accordance with RCW 39.04.350(2). Such supplemental information shall be provided to Contracting Agency in writing within two (2) business days of the request. Whether bidder supplies this supplemental information within the time and manner specified or not, in addition to consideration of this additional information, Contracting Agency may also base its determination of responsibility on any available information related to the supplemental criteria.

If Contracting Agency determines that a bidder is not responsible, Contracting Agency will provide, in writing, the reasons for such determination at which point the contractor will be deemed disqualified in accordance with WSDOT Standard Specification 1-02.14(10) and the proposal rejected. The bidder may appeal the determination within two (2) business days after receipt of the determination by presenting additional information to Contracting Agency. Contracting Agency will consider the additional information before issuing its final decision. If Contracting Agency's final decision affirms that the bidder is not responsible, Contracting Agency will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received Contracting Agency's final determination. The failure or omission of a bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve any bidder from obligations with respect to the bid or to the contract.

Any bidder may, within five (5) business days before the bid submittal deadline, request that Contracting Agency modify the supplemental criteria. Contracting Agency will evaluate the information submitted by the bidder and respond before the submittal deadline. If the evaluation results in a change of the criteria, the Contracting Agency will issue an Addendum to the bidding documents identifying the new criteria.

Supplemental Criteria. Contracting Agency acknowledges that Change Orders (changes, extra work, requests for equitable adjustment and claims (defined as including demands for money or time in excess of the contract amount or contract time)) are ubiquitous on public works construction projects. The expeditious resolution of Change Orders is critical to the on budget and on time successful completion of a public works project. Thus, the City has established the following relevant supplemental bidder responsibility criteria applicable for the project:

1. Criterion. The bidder must demonstrate a record of successful and timely resolution of Change Orders including compliance with public contract Change Order resolution procedures (e.g. timely notice of event giving rise to the Change Order, timely submission of a statement of the cost and/or impact of the Change Order unless the bidder is able to show extenuating circumstances that explain bidder's failure to timely provide such information to the satisfaction of Contracting Agency.
2. Documentation. As evidence that the bidder meets the supplemental responsibility criteria, after bids are opened and within two (2) business days of the public notice of Contracting Agency's tabulation of bids, the lowest responsive bidder must submit the following documentation of public works projects completed within the previous three (3) years and include for each project the following:
 - a. The Owner and contact information for the Owner;
 - b. A listing of Change Orders and a signed statement from the bidder that the project timelines concerning resolution of Change Orders was complied with, and if not, provide a written explanation of what the bidder believes to be the extenuating circumstances excusing compliance with the Contract Change Order notice and claim provisions.

Contracting Agency may contact owners listed by the bidders to validate the information provided by a bidder.

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~~ **Invitation** 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(1) General

(December 30, 2022 APWA GSP Option B)

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

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business 5 business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

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 UDBE/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

(December 10, 2020 APWA GSP Option B)

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:

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.

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.

1-02.8 Noncollusion Declaration and Lobbying Certification

(January 1, 2016 COK GSP)

The following new paragraph is inserted at the end of Section 1-02.8:

Conflict of Interest

The bidder affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this contract, no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or its employees must be disclosed forthwith to the City of Kirkland. If this contract is within the scope of a Federal Housing and Community Development Block Grant program, the Contractor further covenants that no person who presently exercises any functions or responsibilities in connection with the block grant program has any personal financial interest, direct or indirect, in this contract.

1-02.9 Delivery of Proposal

(January 19, 2022 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.

To 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:

- DBE Utilization Certification (WSDOT 272-056)
- DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification
- Good Faith Effort (GFE) Documentation
- DBE Bid Item Breakdown (WSDOT 272-054)
- DBE Trucking Credit Form (WSDOT 272-058)

DBE Utilization Certification

The DBE Utilization Certification shall be received at the same location and no later than the time required for delivery of the Proposal. The Contracting Agency will not open or consider any Proposal when the DBE Utilization Certification is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals. The DBE Utilization Certification may be submitted in the same envelope as the Bid deposit.

DBE Written Confirmation and/or GFE Documentation

The DBE Written Confirmation Documents and/or GFE Documents are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit Written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification and/or the GFE as required by Section 1-02.6.

DBE Bid Item Breakdown and DBE Trucking Credit Form

The DBE Bid Item Breakdown and the DBE Trucking Credit Forms (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown and a DBE Trucking Credit Form for each DBE Trucking firm listed on the DBE Utilization Certification, however, minor errors and corrections to DBE Bid Item Breakdown or DBE Trucking Credit Forms will be returned for correction for a period up to five calendar days (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. A DBE Bid Item Breakdown or DBE Trucking Credit Forms that are still incorrect after the correction period will be determined to be non-responsive.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. 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" (DBE 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.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time

of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

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

(December 30, 2022 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 (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;

- j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - l. The Bidder fails to submit DBE Trucking Credit Forms (WSDOT Form 272-058), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. 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.

The 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.

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.

1-02.15 Pre-Award Information

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(December 30, 2022 APWA GSP)

Supplement the first paragraph with:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,

6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03.3 Execution of Contract

(January 19, 2022 APWA GSP)

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

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, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(January 1, 2016 COK GSP)

Revise the first paragraph to read:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. Separate payment and performance bonds are required and 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, and
 - c. Have an A.M. best rating of A:VII or better.

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).

(May 17, 2018 APWA GSP)
Add new Section 1-03.4(1)

1-03.4(1) Retainage in Lieu of Contract Bond

For contracts of \$150,000 or less, the Contractor may, at the Contractor's option, authorize the Contracting Agency to retain 10% of the contract amount in lieu of furnishing a performance and/or payment bond. If the Contractor elects this option, the retainage shall be held for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise the Contracting Agency in writing of the Contractor's election to authorize retainage in lieu of a bond, at the time of execution of the Contract.

In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the Contracting Agency, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided above; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

All decisions made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington

Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

(April 25, 2019 COK GSP)

Add the following new section:

1-03.8 Escrow Bid Documentation Preservation

Scope and Purpose

The purpose of this specification is to preserve the Contractor's Bid documents for use by the Contracting Agency in any litigation between the Contracting Agency and Contractor arising out of this Contract.

The Contractor shall submit a legible copy of all documentation used to prepare the Bid for this Contract to a banking institution designated by the Contracting Agency. Such documentation shall be placed in escrow with the banking institution and preserved by that institution as specified in the following sections of this specification.

Definition: Bid Documentation

The term "Bid documentation" as used in this specification means any writings, working papers, computer printouts, charts, and any other data compilations which contain or reflect all information, data, and calculations used by the Contractor to determine the Bid in bidding for this project. The term "Bid documentation" includes but is not limited to Contractor equipment rates, Contractor overhead rates, labor rates, efficiency or productivity factors, arithmetic extensions, and quotations from Subcontractors and materialmen to the extent that such rates and quotations were used by the Contractor in formulating and determining the amount of the Bid. The term "Bid documentation" also includes any manuals which are standard to the industry used by the Contractor in determining the Bid for this project. Such manuals may be included in the Bid documentation by reference. The term does not include Bid documents provided by the Contracting Agency for use by the Contractor in bidding on this project.

Submittal of Bid Documentation

The Contractor shall submit the Bid documentation, as defined in this section, to the banking institution. The Bid documentation shall be submitted to the banking institution within seven calendar days after the Contract for this project has been executed by the Contracting Agency. The Bid documentation shall be submitted in a sealed container. The container shall be clearly marked "Bid Documentation" and shall also show on the face of the container the Contractor's name, the date of submittal, the project title, and the Contract number.

Affidavit

The sealed container shall contain, in addition to the Bid documentation, an affidavit signed under oath by an individual authorized by the Contractor to execute bidding Proposals. The affidavit shall list each Bid document with sufficient specificity so a comparison can be made between the list and the Bid documentation to ensure that all of the Bid documentation listed in the affidavit has been enclosed in the sealed container. The affidavit shall show that the affiant has personally examined the Bid documentation and that the affidavit lists all of the documents used by the Contractor to determine the Bid for this project and that all such Bid documentation has been enclosed in the sealed container.

Verification

The banking institution upon receipt of the sealed container shall place the container in a safety deposit box, vault, or other secure place, and immediately notify the Contracting Agency in writing that the container has been received. Upon receipt of such notice, the Contracting Agency will promptly notify the Contractor in writing that the Contracting Agency will open the sealed container to verify that the affidavit has been enclosed and to compare the Bid documents listed in the affidavit with the Bid documents enclosed in the container to ensure that all of the Bid documentation has been submitted and that the copies are legible. The notification will advise the Contractor of the date and time the container will be opened and the name of the Contracting Agency employee who will verify the contents of the container.

The employee verifying the contents of the escrow container will not be involved or connected with the review, evaluation, or resolution of any claim by the Contractor made to the Contracting Agency in connection with the Contract for which the verification was made. The Contractor may have representatives present at the opening.

Supplementation

Documents listed in the affidavit but not enclosed in the sealed container through error or oversight shall be submitted in a sealed container within five calendar days after the opening of the original container. Also, any Bid documentation that is illegible shall be replaced with legible copies and furnished within five calendar days after the opening of the original container. The face of the container shall show the same information as the original container except the container shall be marked "Supplemental Bid Documentation". The same procedure used in verifying the contents of the original container shall be used in verifying the contents of the supplemental submittal.

Duration and Use

The Bid documentation and affidavit shall remain in escrow during the life of the Contract and will be returned to the Contractor by the banking institution, provided that the Contractor has signed the final Contract voucher certification and has not reserved any claims on the final Contract voucher certification against the Contracting Agency arising out of the Contract. In the event that claims against the Contracting Agency are reserved on the final Contract voucher certification, the Bid documentation and affidavit shall remain in escrow.

If the claims are not resolved and litigation ensues, the Contracting Agency may serve a request upon the Contractor to authorize the banking institution, in writing, to release the Bid documentation and affidavit in escrow to the Contracting Agency. The Contractor shall respond to the request within 20 days after service of the request. If the Contractor objects or does not respond to the request within 20 days after service of the request, the Contracting Agency may file a motion under the Civil Rules requesting the court to enter an order directing the banking institution to deliver the Bid documentation and affidavit in escrow to the Contracting Agency.

The Contractor shall respond to the request within the time required by the then applicable Civil Court Rules for the Superior Court of the Contracting Agency of Washington. If the Contractor objects or does not respond to the request within the time required by the then applicable Civil Rules, the Contracting Agency may file a motion pursuant to such rules requesting the court to enter an order directing the banking institution to deliver the Bid documentation and affidavit in escrow to the Contracting Agency.

The banking institution shall release the Bid documentation and affidavit as follows:

1. To the Contracting Agency upon receipt of a letter from the Contractor authorizing the release;
2. To the Contracting Agency upon receipt of a certified copy of a court order directing the release of the documents;
3. To the court for an in camera examination pursuant to a certified copy of a court order;
4. The Bid documentation and affidavit shall be returned to the Contractor if litigation is not commenced within the time period prescribed by law.

The Contractor agrees that the sealed container placed in escrow and any supplemental sealed container placed in escrow contain all of the Bid documentation used to determine the Bid and that no other Bid documentation shall be utilized by the Contractor in litigation over claims brought by the Contractor arising out of this Contract unless otherwise ordered by the court.

Remedies for Refusal or Failure to Provide Bid Documentation

Failure or refusal to provide Bid documentation shall be deemed a material breach of this Contract. The Contracting Agency may at its option refuse to make payment for progress estimates under Section 1-09.9 until the Contractor has submitted the Bid documentation required by this specification. The Contracting Agency may at its option terminate the Contract for default under Section 1-08.10. These remedies are not exclusive and the Contracting Agency may take such other action as is available to it under the law.

Confidentiality of Bid Documentation

The Bid documentation and affidavit in escrow are and will remain the property of the Contractor. The Contracting Agency has no interest in or right to the Bid documentation and affidavit other than to verify the contents and legibility of the Bid documentation unless litigation ensues between the Contracting Agency and Contractor over claims brought by the Contractor arising out of this Contract. In the event of such litigation, the Bid documentation and affidavit may become the property of the Contracting Agency for use in the litigation as may be appropriate subject to the provisions of any court order limiting or restricting the use or dissemination of the Bid documentation and affidavit as provided in the preceding section entitled Duration and Use.

Cost and Escrow Instructions

The cost of the escrow will be borne by the Contracting Agency. The Contracting Agency will provide escrow instructions to the banking institution consistent with this specification.

1-04 SCOPE OF THE WORK

1-04.1 Intent of the Contract

(January 1, 2016 COK GSP)

Supplement this Section with the following:

All materials, tools, labor, and guarantees thereof of required to complete the work shall be furnished and supplied in accordance with the Plans, these Special Provisions, the Standard Specifications, and City of Kirkland Pre-Approved (Standard) Plans and Policies. The Contractor shall include all costs of doing this work within the contract bid item prices.

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(December 30, 2022 APWA 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. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT *Standard Plans for Road, Bridge, and Municipal Construction*.

1-04.4 Changes

(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

1-04.4(1) Minor Changes

(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$15,000 or less may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

1-04.5 Procedure, Protest, and Dispute by the Contractor

(January 19, 2022 APWA GSP)

Revise item 1 of the first paragraph to read:

1. Give a signed written notice of protest to the Engineer or the Engineer's field Inspectors within **5** calendar days of receiving a change order or an Engineer's Written Determination.

1-04.6 Variation in Estimated Quantities

(December 30, 2022 APWA GSP, Option B)

Revise the first paragraph to read:

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

1-04.11 Final Cleanup

(January 1, 2016 COK GSP)

Section 1-04.11 is deleted in its entirety and replaced with the following:

The Contractor shall perform final cleanup as provided in this Section. The Engineer will not establish the Physical Completion Date until this is done. All public and private property the Contractor occupied to do the Work, including but not limited to the Street Right of Way, material sites, borrow and waste sites, and construction staging area shall be left neat and presentable. Immediately after completion of the Work, the Contractor shall cleanup and remove all refuse and unused materials of any kind resulting from the Work. Failure to do the final cleanup may result in the final cleanup being done by the Owner and the cost thereof charged to the Contractor and deducted from the Contractor's final progress estimate.

The Contractor shall:

1. Remove all rubbish, surplus materials, discarded materials, falsework, piling, camp buildings, temporary structures, equipment, and debris;
2. Remove from the Project, all unneeded, oversized rock left from grading, surfacing, or paving unless the Contract specifies otherwise or the Engineer approves otherwise;
3. On all concrete and asphalt pavement work, flush the pavement clean and remove the wash water and debris;
4. Sweep and flush structure decks and remove wash water and debris;
5. Clean out from all open culverts and drains, inlets, catch basins, manholes and water main valve chambers, within the limits of the Project Site, all dirt and debris of any kind that is the result of the Contractor's operations;
6. Level and fine grade all excavated material not used for backfill where the Contract requires;
7. Fine grade all slopes;
8. Upon completion of grading and cleanup operations at any privately-owned site for which a written agreement between the Contractor and property owner is required, the Contractor shall obtain and furnish to the Engineer a written release from all damages, duly executed by the property owner, stating that the restoration of the property has been satisfactorily accomplished.;

All costs associated with cleanup shall be incidental to the Work and shall be included in the various Bid items in the Bid, and shall be at no additional cost to the Owner.

(January 27, 2021 COK GSP)

Add new Section 1-04.12

1-04.12 Water, Electrical Power, Telecommunications, and Sanitary Sewer Requirements

Except where specifically indicated otherwise in the Contract Documents, the Contractor shall make all necessary arrangements and bear all costs as incidental to the Contract for permits, temporary hook-ups, usage fees, and decommissioning of temporary services for all water, irrigation, electrical power, telecommunications, and/or sanitary sewer services necessary for performance of the Work.

1-05 CONTROL OF WORK

1-05.1 Authority of the Engineer

(January 27, 2021 COK GSP)

Section 1-05.1 is supplemented with the following:

When directed by the Engineer for purposes such as (but not limited to) maintaining unrestricted public access and use outside the Work area, maintaining an appropriate construction site appearance, and/or allowing full access to the Work by the Engineer or other City personnel, the Contractor shall cleanup and remove debris, refuse, and discarded materials of any kind resulting from the Work to meet those purposes. These activities shall be incidental to the bid items associated with the Work that generated the debris, refuse, and discarded materials. Failure to do so may result in cleanup done by the Owner and the cost thereof charged to the Contractor by either deducting from the next Progress Payment to the Contractor or direct billing from the City.

(January 1, 2020 COK GSP)

1-05.4 Conformity With and Deviations From Plans and Stakes

Section 1-05.4 is supplemented with the following:

Unless otherwise identified on Plans or in the Special Provisions, Unit Bid prices shall cover all costs for all surveying labor, equipment, materials, and supervision required to perform the Work. This shall include any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

(January 1, 2016 COK GSP)

Add new Section 1-05.4(1).

1-05.4(1) Roadway and Utility Surveys

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the improvements under this contract. Except for the survey control data furnished by the Owner, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

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

To facilitate the establishment of lines and elevations, the Owner will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control. Primary control points will be described and shown on the right-of-way Plans. The Contractor shall check all control points for horizontal and vertical locations prior to use and report any discrepancy to the Engineer. Errors resulting from using control points which have not been verified, shall be the Contractors responsibility.

At a minimum the Contractor shall provide following survey staking shall be required:

1. Construction centerline or an offset to construction centerline shall be staked at all angle points and 100-foot intervals on tangents.
2. Offset stakes of JUT Centerline at all angle points and at 50-foot intervals on tangents
 - a. Cut/fill shall reference the elevations of the lowest conduit.

- b. Offset shall reference the location of the center of trench and list the width of the trench section.
3. Offset stakes of all structure control/location points shown on the undergrounding Plans.
 - a. Each vault, handhold, and junction box shall have a sets of off-set points provided each location point shown in the location tables Cut/Fill shall reference elevations of the finish grade of the top lid of the structure.
 - b. Each pole riser and stub up, shall have at least one set of off-set hubs provided with cut/fills to finish ground elevations.
 - c. Finish grade elevations of all structures shall be determined by the Contractor based on the typical sections and details provide on the Contract Drawings.
4. Offset stakes at face or walls.
5. Offset staking of all drainage structures and drainage pipes at 50-foot intervals.
6. Location of all right-of-way and easements adjacent to the work area as shown on the right-of-way Plans.
7. Offset of all permanent concrete sidewalks, curb ramps, and driveways.

Each stake shall have the following information: Hub elevation, offset distance to items being staked, cut/fill to proposed elevations, design elevation of items being staked.

The above information shall also be shown on a written Cut Sheet and provided to the City inspector 48-hours prior to installation of the items being staked.

The Contractor shall establish all secondary survey controls, both horizontal and vertical, as necessary to assure proper placement of all project elements based on the primary control points provided by the Engineer. Survey work shall be within the following tolerances:

| | |
|-----------------------------------|--|
| Stationing | +0.01 foot |
| Alignment | +0.01 foot (between successive points) |
| Superstructure Elevations | +0.01 foot (from plan elevations) |
| Substructure Elevations | +0.05 foot (from plan elevations) |
| Sidewalk and Curb Ramp Elevations | +0.01 foot (from plan elevations) |

During the progress of the work, the Contractor shall make available to the Engineer all field books including survey information, footing elevations, cross sections and quantities.

The Contractor shall be fully responsible for the close coordination of field locations and measurements with appropriate dimensions of structural members being fabricated.

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

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.

1-05.9 Equipment

(January 1, 2016 COK GSP)

The following new paragraph is inserted between the second and third paragraphs:

Use of equipment with metal tracks will not be permitted on concrete or asphalt surfaces unless otherwise authorized by the Engineer.

*(*****)*

Supplement the COK GSP above with the following:

Contractor shall repair concrete or asphalt surfaces damaged by the Contractor's construction activities at its own expense. The cost of completion of such repairs by the Owner, if not completed by the Contractor where and when directed by the Owner, shall be deducted from the final amounts due for the Work. Contractor shall protect existing concrete and asphalt surfaces from damage from equipment with metal tracks, including unloading and loading of equipment. The use of equipment with metal tracks will not be permitted.

1-05.10 Guarantees

(January 1, 2016 COK GSP)

Section 1-05.10 is supplemented as follows:

Guarantees and maintenance bonds shall be in accordance with City of Kirkland, State of Washington, Public Works Performance and Payment Bond forms and requirements. The performance bond shall be in the full amount of contract. The Contractor guarantees all items of material, equipment, and workmanship against mechanical, structural, or other defects for which the Contractor is responsible that may develop or become evident within a period of one year from and after acceptance of the work by the Owner. This guarantee shall be understood to require prompt remedy of defects upon written notification to the Contractor. If the Owner determines the defect requires immediate repair, the Owner may, without further notice to the Contractor, make the necessary corrections, the cost of which shall be borne by the Contractor. To support the above guarantee, the Contractor's performance bond shall remain in full force and effect for one year following the acceptance of the project by the Owner.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

(December 30, 2022 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.

Add the following new section:

1-05.17 Oral Agreements

*(*****)*

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

(March 8, 2013 APWA GSP)
Add the following new section:

1-05.18 Record Drawings

(*****)

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

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

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

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

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

The Contract requires the Contractor to perform surveying/staking; the applicable tolerance limits include, but are not limited to the following:

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

Making Entries on the Record Drawings:

- Use color for all markings on the Record Drawings, conforming to the following color code:

- Additions - Red
- Deletions - Green
- Comments - Blue
- Dimensions - Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

“Record Drawings (Min. Bid \$2,000)”, lump sum.

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

(*****)

Supplement this section with the following:

Record drawings shall be provided to the City at the completion of the project in electronic format.

Add the following new section:

1-05.19 Daily Construction Report

(November 19, 2019 COK GSP)

The Contractor and Subcontractors shall maintain daily, a Daily Construction Report of the Work. The Diary must be kept and maintained by Contractor's designated project superintendent(s). Entries must be made on a daily basis and must accurately represent all of the project activities on each day. Contractor shall provide signed copies of diary sheets from the previous week to Engineer at each Weekly Coordination Meeting.

Every single diary sheet/page must have:

- Project name & number;
- Consecutive numbering of pages, and
- Typed or printed name, signature, and date of the person making the entry.

At a minimum the diary shall, for each day, have a separate entry detailing each of the following:

1. Day and date.
2. Weather conditions, including changes throughout the day.
3. Complete description of work accomplished during the day, with adequate references to the Plans and Contract Provisions so the reader can easily and accurately identify said work on the Plans. Identify location/description of photographs or videos taken that day.
4. Each and every changed condition, dispute or potential dispute, incident, accident, or occurrence of any nature whatsoever which might affect Contractor, Contracting Agency, or any third party in any manner. This shall be provided on a separate page for other information.
5. List all materials received and stored on- or off-site by Contractor that day for future installation, including the manner of storage and protection of the same.
6. List materials installed that day.
7. List all Subcontractors working on-site that day.
8. List the number of Contractor's employees working during each day, by category of employment.
9. List Contractor's equipment on the site that day; showing which were in use, and which idle.
10. Notations to explain inspections, testing, stake-out, and all other services furnished by Contracting Agency or other party during the day.
11. Verify the daily (including non-work days) inspection and maintenance of traffic control devices and condition of the traveled roadway surfaces.
12. Any other information that serves to give an accurate and complete record of the nature, quantity, and quality of Contractor's progress on each day.
13. Add; Officials and visitors onsite
14. Change Orders
15. Occurrence of testing, staking or special inspections

It is expressly agreed between Contractor and Contracting Agency that the Daily Diary maintained by 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 Contractor to maintain this Diary in the manner described above will constitute a waiver of any such claims or disputes by Contractor.

Preparation of the Daily Diary by the contractor shall be incidental to the unit prices for applicable bid items. No separate payment shall be made for preparation and maintaining the Daily Diary.

Engineer or the Engineer's representative on the job site will also complete a Daily Construction Report.

Add the following new section:

1-05.20 Preconstruction Photos or Video

(*****)

The Contractor shall take a preconstruction photos or video immediately prior to initiating construction in order to provide a substantiated record of the condition of existing improvement of the existing site and all existing abutting improvements. The photos or video shall be considered as indicative of the

nature of the original improvements in determining the adequacy or inadequacy, of the sole opinion of the Engineer, of restoration. The photos or video file shall be provided electronically.

A full set of photos, or video, shall be provided to:

- The City of Kirkland
- KPG Psomas

All costs associated with the work specified above in this Section shall be not measured for separate payment, but shall be considered incidental to and included in "Mobilization".

1-06 CONTROL OF MATERIAL

Section 1-06 is supplemented with the following:

1-06.1 Approval of Materials Prior to Use

(April 3, 2017 WSDOT GSP)

Section 1-06.1 is supplemented with the following:

For each proposed material that is required to be submitted for approval using either the QPL or RAM process the Contractor will be allowed to submit for approval two material sources or manufacturers per material type at no cost. Additional material sources or manufacturers may be submitted for approval and will be processed at a cost of \$125.00 per material source or manufacturer submitted by QPL submittal and \$400.00 per material submitted by RAM. All costs for processing additional material sources or manufacturers will be deducted from monies due or that may come due to the Contractor. Subject to a request by the Contractor and a determination by the Engineer the costs for processing may be waived.

(January 1, 2016 COK GSP)

Section 1-06.1 is supplemented as follows:

Approval of a Material source shall not mean acceptance of the Material. The Material shall meet the requirements of the Contract.

1-06.1(2) Request for Approval of Materials (RAM)

(February 17, 2022 COK GSP)

Revise the first paragraph to read:

The RAM shall be used for all submittals unless directed otherwise by the Engineer. The RAM shall be prepared by the Contractor in accordance with the instructions on Form 350-071 and submitted to the Engineer for approval before the material is incorporated into the Work.

1-06.1(4) Fabrication Inspection Expense

(June 27, 2011 AWP A GSP)

Delete this section in its entirety.

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.

*(*****)*

Recycled concrete aggregate shall not be used on this project.

*(*****)*

Add the following new section:

1-06.7 Shop Drawings and Submittals

1-06.7(1) General

Shop drawing and submittal review by the Owner or Owner's representative will be limited to general design requirements only and shall not relieve the Contractor from responsibility for errors or omissions or responsibility for consequences due to deviations from the Contract Documents. No changes may be made in any submittal after it has been reviewed except with written notice and approval from the Owner.

The Contractor shall review each submittal and provide approval in writing or by stamping, with a statement indicating that he has reviewed and approved the submittal, verified dimensional information, materials, catalog numbers, and similar data, confirmed that specified criteria has been met, and acknowledges that the product, method, or information will function as intended.

Shop drawing and submittal data for each item shall contain sufficient information on each item to determine if it is in compliance with the contract requirements.

Shop drawing and submittal items that have been installed in the work but have not been approved through the review process shall be removed, and an approved product shall be furnished, all at the Contractor's expense. Under no circumstances shall payment be made to the Contractor for materials not approved by the submittal process.

1-06.7(2) Required Information

Submittals shall be submitted in PDF format via email to the City Project Engineer; hard copies are not permitted.

Shop drawings and submittals shall contain the following information for all items, as applicable or as required by the Engineer:

1. Project Name.
2. Contractor.
3. Engineer.
4. Owner.
5. Applicable specification and drawing reference.
6. A stamp showing that the Contractor has checked the material or equipment for conformance with the contract requirements, coordination with other work on the job, and dimensional suitability.
7. A blank space for the Engineer to place a 3-inch by 4-inch review stamp.
8. Dimensions and weights.
9. Catalog information.
10. Manufacturer's specifications.
11. Special handling instructions.
12. Maintenance requirements.
13. Wiring and control diagrams.
14. List of contract exceptions.
15. Other information as required by the Engineer.
16. Installation and Operating Instructions.

1-06.7(3) Review Schedule

Shop drawings and submittals will be reviewed as promptly as possible and transmitted to Contractor not later than 10 Working Days after receipt by the Engineer. The Contractor shall revise and resubmit previously rejected submittals as necessary to obtain approval. Delays caused by the need for resubmittal may not be a basis for an extension of contract time or delay damages at the discretion of the Owner. One set of electronic shop drawings will be returned to the Contractor via email after review.

1-06.7(4) Substitutions

Any product or construction method that does not meet these specifications will be considered a substitution. Substitutions must be approved prior to their installation or use on this project, as specified below.

1-06.7(5) After Contract Execution

Within 10 Working Days after the date of the Notice of Award of Contract, Owner will consider formal requests from Contractor for substitution of product in place of those specified. Contractor shall submit one electronic copy of request for substitution to the email address specified above. Data shall include the necessary change in construction methods, including a detailed description of proposed method and related drawings illustrating methods. An itemized comparison of proposed substitution with product or method shall be provided.

In making a request for substitution, Contractor represents that he has personally investigated the proposed product or method and has determined that it is equal or superior to, in all respects, the product specified. All substitutions shall be reviewed and approved by the City prior to incorporation into the project. Upon review and acceptance by the Owner, Contractor shall coordinate installation of accepted substitutions into the work, making changes that may be required for work to be completed. Contractor waives all claims for additional costs related to substitutions that consequently become apparent.

1-06.7(6) Equivalent Materials

Mention of equipment or materials by brand name and/or model number is occasionally made in order to establish a basis of quality for certain items of material, equipment, or processes. Such mention is intended to include products of other manufacturers that will meet the design standards of the product mentioned.

If the Contractor desires to use products other than those specified under this “or approved equivalent” provision, he shall obtain the approval of the Owner and the Engineer before entering an order therefore. All substitutions or products to be used under the “or approved equivalent” provision shall be reviewed and approved by the City prior to incorporation into the project.

Wherever mention is made of a specific manufacturer, such references shall be treated as if the phrase “or approved equivalent” appears thereafter whether or not in fact it does. The terms “or equal” and/or “or approved equivalent” shall be considered synonymous.

Cost of all work under this Section shall be included in the lump sum contract bid item of “Mobilization”.

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.

(January 1, 2021 COK GSP)

Section 1-07.1 is supplemented with the following:

The Contractor shall at all times eliminate noise to the maximum practicable extent. Air compressing plants shall be equipped with silencers, and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. Special care shall be used to avoid noise or other nuisances, and the Contractor shall strictly observe all federal, state, and local regulations concerning noise.

The Contractor shall make an effort to reduce carbon emissions by turning off engines on construction equipment not in active use, and on trucks that are idling while waiting to load or unload material for five minutes or more.

Compliance with Laws

The Contractor shall comply with the requirements of all other City ordinances, state statutes, laws, and regulations, whether or not stated herein, which are specifically applicable to the public improvements and work to be performed.

The Contractor shall be subject to City of Kirkland Code enforcement, as required by Kirkland Municipal Code (KMC) Chapter 1.12. The Contractor shall fully comply with and satisfy all fines and costs assessed by code enforcement(s) prior to the Completion Date, unless otherwise authorized by the City of Kirkland in writing.

(January 1, 2016 COK GSP)

Section this section with the following:

Contractor's Safety Responsibilities

These construction documents and the joint and several phases of construction hereby contemplated are to be governed at all times by applicable provisions of the federal law(s), including but not limited to the latest amendments of the following:

Williams-Steiger Occupational Safety and Health Act of 1980, Public Law 91-596.

Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

This project, the Contractor and its Subcontractors, shall, at all times, be governed by Chapter XIII of Title 29, Code of Federal Regulations, Part 1518 - Safety and Health Regulations for Construction (35 CFR 75), as amended to date.

To implement the program, and to provide safe and healthful working conditions for all persons, the construction superintendent or his/her designated safety officer shall conduct general project safety meetings at the site at least once each month during the course of construction.

The prime Contractor and all Subcontractors shall immediately report all accidents, injuries, and health hazards to the Manager, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Act of 1970. This program shall become a part of the Contract documents and the Contract between the Owner and the Contractor, and all Subcontractors, as though fully written therein.

Where the location of the work is in proximity to overhead wires and power lines, the Contractor shall coordinate all work with the utility and shall provide for such measures as may be necessary for the protection of the workers.

1-07.2 State Taxes

Delete this section, including its subsections, 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).

1-07.5(3) State Department of Ecology

(January 1, 2021 COK GSP)

Supplement this section with the following:

Contractor shall comply with all requirements of the Construction Stormwater General Permit (CSWGP), if this permit has been issued for this Work. Additionally, Contractor shall comply with all applicable requirement of Kirkland Municipal Code KMC 15.52, as this local code has been adopted to meet Washington State Department of Ecology requirements for city stormwater management.

CSWGP Permit Number (if issued): N/A

CSWGP coverage is typically only issued by the State Department of Ecology in the event the disturbed area for the Work is greater than one (1) acre. In the event CSWGP coverage has been issued for this Work, Contractor shall coordinate the Transfer of the permit from the Contracting Agency to the Contractor prior to any ground disturbance commencing in the Work area.

Unless identified otherwise in the Contract Documents, compliance with all requirements of this Section, the CSWGP, and the Kirkland Municipal Code KMC 15.52 shall be incidental to Contract pay items.

Revise the paragraph 6 to read:

6. When a violation of the Construction Stormwater General Permit (CSWGP) and/or Kirkland Municipal Code KMC 15.52 occurs, Contractor shall immediately notify the City of Kirkland Spill Hotline (425) 587-3900. Contractor shall also report to the Engineer and other agencies as identified in the Contractor's Spill Prevention, Control, and Countermeasures (SPCC) Plan (prepared in accordance with Section 1-07.15(1)).

Revise the paragraph 8 to read:

8. If directed by the Contracting Agency and instead of or in partial conjunction with a Notice of Completion, transfer the CSWGP coverage to the Contracting Agency when Physical Completion has been given and the Engineer has determined that the project site is not destabilized from erosion.

1-07.5(6) U.S. Fish and Wildlife Service and National Marine Fisheries Service

(January 1, 2021 COK GSP)

Delete this section and replace it with the following:

The Contractor shall provide all required fish exclusion and handling services required by the Work, unless otherwise indicated in the Contract Documents. If the Contractor discovers any fish stranded by the project, they shall immediately transfer and release the fish alive into a flowing stream or open water outside the Work area.

1-07.6 Permits and Licenses

(January 1, 2021 COK GSP)

Replace item 6 of the second paragraph of this section with the following:

6. The permit costs the Contracting Agency nothing. This shall include, but not be limited to, application and initial review fees, costs associated with fulfillment of all permit requirements, additional operational fees assessed during the life of the permit.

Supplement second paragraph of this section with the following:

7. When a violation of the Construction Stormwater General Permit (CSWGP) and/or Kirkland Municipal Code KMC 15.52 occurs, Contractor shall immediately notify the City of Kirkland Spill Hotline (425) 587-3900. Contractor shall also report to the Engineer and other agencies as identified in the Contractor's Spill Prevention, Control, and Countermeasures (SPCC) Plan (prepared in accordance with Section 1-07.15(1)).

Add new Section 1-07.6(1):

1-07.6(1) Permits for Sanitary Sewer Discharge for Construction Dewatering

The Contracting Agency has not obtained a King County Authorization for Construction Dewatering or local sanitary sewer operating permits for this Work. Contractor proposals for this method of construction stormwater disposal will be supported by the Contracting Agency only if, as determined by the Engineer, the proposal meets all the requirements indicated in Section 1-07.6 and this Section.

Contractors proposing to use sanitary sewer methods for construction dewatering and discharge are directed to the King County web page for "Construction Dewatering" for applications and information on the application process.

In addition to the requirements of Section 1-07.6, Contractor shall provide to the Engineer the written permission obtained by the Contractor from the local sanitary sewer operating agency for use of the sanitary sewer for construction dewatering discharge in advance of the Contractor applying for either general or individual King County Authorization for Construction Dewatering.

Unless otherwise indicated in the Contract Documents or by the Engineer in writing, no claims for equitable adjustment of Contract Time will be approved in order to obtain King County Authorizations and/or local sanitary sewer operating permits.

(January 1, 2021 COK GSP)

Add new Section 1-07.6(2):

1-07.6(2) Permits for Off-site Staging and Storage Areas

The Contracting Agency has not obtained any City of Kirkland Temporary Use Permits for temporary use(s) of off-site areas or properties in the City of Kirkland for the purposes of staging, materials storage, and/or any other Contractor-desired temporary uses during the Work. A City of Kirkland Temporary Use Permit must be obtained by the Contractor for temporary use for the Work of any off-site areas or properties not located in a City of Kirkland right-of-way (ROW). This requirement is in addition to any permissions and/or agreements reached between the Contractor and the property owners as required in Section 1-07.4.

"Off-site" will be taken to mean any area not designated as part of the Work in the Plans or other Contract Documents.

A City of Kirkland Temporary Use Permit is not required for additional use of areas located in a City of Kirkland right-of-way (ROW) and not indicated in the Plans or other Contract Documents. However, the Contractor shall not occupy additional City of Kirkland ROW not shown as part of the Work without advance written approval by the Engineer. Contractor shall photograph and/or video document the existing conditions of ROW used. Any damage or degradation of the existing conditions in these areas shall be repaired and/or replaced by the Contractor at no additional cost to the City of Kirkland.

Contractor shall apply for a City of Kirkland Temporary Use Permit from the City of Kirkland Planning and Building Department through <http://mybuildingpermit.com> . Contractor shall also notify the Engineer when the Temporary Use Permit application has been submitted.

Unless otherwise indicated in the Contract Documents or by the Engineer in writing, no claims for equitable adjustment of Contract Time will be allowed requesting additional time required for the Contractor to obtain a City of Kirkland Temporary Use Permit for temporary use of any off-site area or property not designated as part of the Work area in the Plans.

1-07.7 Load Limits

*Section 1-07.7 is supplemented with the following:
(March 13, 1995 WSDOT GSP)*

If the sources of materials provided by the Contractor necessitates 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.

1-07.9 Wages

1-07.9(5) Required Documents

1-07.9(5)A General

*(December 30, 2022 APWA GSP)
This section is revised to read:*

All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and to the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

1-07.11 Requirements for Nondiscrimination

(July 18, 2016 APWA GSP, Option C)

Supplement this section with the following:

Voluntary Minority, Small, Veteran and Women's Business Enterprise (MSVWBE) Participation

General Statement

Voluntary goals for minority, small, veteran and women business enterprises are included in this Contract. The Contractor is encouraged to utilize MSVWBEs in accordance with these Specifications, RCW 39.19 and Executive Order 13-01 (issued by the Governor of Washington on May 10, 2013).

No preference will be included in the evaluation of the Contractor's Proposal or Bid; no minimum level of MSVWBE participation is required as a condition of award or completion of the Contract; and a Proposal or Bid will not be rejected or considered non-responsive on that basis.

The goals are voluntary and outreach efforts to provide MSVWBEs maximum practicable opportunities are encouraged.

Non-Discrimination

Contractors shall not create barriers to open and fair opportunities for all businesses, including MSVWBEs, to participate in the Work on this Contract. This includes the opportunity to compete for subcontracts as sources of supplies, equipment, construction or services.

The Contractor shall make Voluntary MSVWBE Participation a part of all subcontracts and agreements entered into as a result of this Contract.

Voluntary MSVWBE Participation Goals

Goals for voluntary MSVWBE participation have been established as a percentage of Contractor's total Bid amount.

The Contracting Agency has established the following voluntary goals:

| | |
|----------|-----|
| Minority | 10% |
| Small | 5% |
| Veteran | 5% |
| Women | 6% |

Amounts paid to an MSVWBE will be credited to every voluntary goal in which they are eligible. In other words participation may be credited for participation in more than one category. If the Contractor is a MSVWBE their Work will be credited to the voluntary goals in which they are eligible.

Definitions

Minority Business Enterprise (MBE) – A minority owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women's Business Enterprises.

Small Business – A business meeting the Washington State requirements for a "Small business", "Minibusiness" or "Microbusiness as defined in RCW 39.26.010 and included on the WSDOT Office of Equal Opportunity list of Small Businesses at <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>

Veteran Business – A veteran owned business meeting the requirements of RCW 43.60A.010 and included on the WSDOT Office of Equal Opportunity list of Veteran Businesses at <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>

Women Business Enterprise (WBE) – A women owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women's Business Enterprises.

MSVWBE Inclusion Plan

A MSVWBE Inclusion Plan shall be submitted to the Engineer prior to the start of Work on the project. The plan is submitted for the Contracting Agency's information. Approval of the plan is not required; an incomplete plan will be returned for correction and resubmittal. The plan shall include the information identified in the guidelines at <http://www.wsdot.wa.gov/EqualOpportunity/MSVWBE.htm>.

MSVWBE Reporting

An end of project Report of Amounts Paid to MSVWBEs shall be submitted to the Engineer after Physical Completion of the Contract. The end of project report is due 20 calendar days after the physical completion of the project has been issued.

The end of project report shall include payments to all eligible businesses regardless of their listing on the MSVWBE Inclusion Plan. If the Contractor is a MSVWBE the amounts paid by the Contracting Agency for Work performed by the Contractor shall also be reported.

MSVWBE Payment

All costs for implementation of the requirements for Voluntary MSVWBE Participation shall be included in the associated items of Contract Work.

1-07.14 Responsibility for Damage

(January 1, 2016 COK GSP)

Section 1-07.14 is supplemented with the following:

The Contractor further agrees that it is waiving immunity under Industrial Insurance Law Title 51 RCW for any claims brought against the City by its employees. In the event Contractor fails, after receipt of timely notice from the City, to appear, defend, or pay as required by the first paragraph of this section, then in that event and in that event only, the City may in its sole discretion, deduct from the progress payments to the Contractor and pay any amount sufficient to pay any claim, of which the City may have knowledge and regardless of the informalities of notice of such claim, arising out of the performance of this contract, provided the City has theretofore given notice of receipt of such claim to the Contractor and the Contractor has failed to act thereon.

1-07.15 Temporary Water Pollution/Erosion Control

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

(January 10, 2019 COK GSP)

Add the following paragraph under the second paragraph of this section:

In the event the Contractor uses an SPCC Plan template that either follows the WSDOT SPCC Plan Template or contains the same or similar content and/or format, the following changes shall be required:

1. Replace all references to "WSDOT" as either the Contracting Agency or project owner with "City of Kirkland", except where indicated in this Section.
2. Add into all Spill Reporting and related section(s): "The City of Kirkland Spill Response Hotline at (425) 587-3900 shall be the first point of contact in the event of a spill. Notification to the City of Kirkland Spill Response Hotline shall precede the spill notifications to federal and state agencies."
3. Delete all references to the "WSDOT Environmental Compliance Assurance Procedure" (ECAP) in the SPCC.

Supplement the following referenced SPCC Plan Element Requirements in this Section as follows:

For SPCC Plan Element Requirement Number 2, add the following: “The City of Kirkland Spill Response Hotline at (425) 587-3900 shall be the first point of contact in the event of a spill.”

For SPCC Plan Element Requirement Number 8, add the following: “As part of Contractor spill response procedure, the Contractor shall contact the City of Kirkland Spill Response Hotline at (425) 587-3900 to report the spill regardless of whether or not the Contractor has fully contained, controlled, and/or cleaned up the spill.”

1-07.16 Protection and Restoration of Property

1-07.16(2) Vegetation Protection and Restoration

*Section 1-07.16(2) is supplemented with the following:
(August 2, 2010 WSDOT GSP)*

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, or outer edge of tree drip line, whichever is further.

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.

1-07.16(3) Fences, Mailboxes, Incidentals

(January 1, 2016 COK GSP)

Section 1-07.16(3) is supplemented with the following:

U.S. Postal Service Collection Boxes, Mail Receptacles, and other Structures: U.S. Postal Service collection boxes and other Structures requiring temporary relocation to accommodate construction, the Contractor shall contact the Kirkland Postmaster at least 5 Working Days in advance for coordination. Only the U.S. Post Office will move Postal Service-owned property.

1-07.17 Utilities and Similar Facilities

(January 1, 2020 COK GSP)

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 Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to underground utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor's expense.

No excavation shall begin until all known facilities in the vicinity of the excavation area have been located and marked.

The Contractor shall give advance notice to all utility companies involved where work is to take place and in all other respects comply with the provisions of Chapter 19.122 RCW. Notice shall include, but not be limited to, the following utility companies:

1. Water, sewer, storm, streets – minimum two working days in advance
2. Power (Electric and Natural Gas) – minimum 48 hours in advance
3. Telephone – minimum 30 days in advance
4. Natural Gas – minimum 48 hours in advance
5. Cable Television – minimum 48 hours in advance
6. Transit – minimum 21 days in advance

The following is a list of some utilities serving the Kirkland area. This is not intended or represented to be a complete list and is provided for the Contractor's convenience.

| Utility | Agency/Company | Address | Contact | Phone |
|---|---------------------------------|---|----------------------------------|----------------------------------|
| Water/Sewer | City of Kirkland | 123 Fifth Avenue Kirkland, WA 98033 | Tom Chriest | (425) 587-3900 |
| Storm Drainage | City of Kirkland | 123 Fifth Avenue Kirkland, WA 98033 | Jason Osborn | (425) 587-3900 |
| Water / Sewer (North area of Kirkland) | Northshore Utility District | 6380 NE 185th St Kenmore, WA 98028 | George Matote Kelly Nesbitt | (425) 398-4400 (425) 521-3750 |
| Street | City of Kirkland | 123 Fifth Avenue Kirkland, WA 98033 | Ryan Fowler | (425) 587-3900 |
| Natural Gas | Puget Sound Energy | P.O. Box 97034 EST-11W Bellevue, WA 98009-9734 | Kiara Skye | (425) 463-6550 |
| Electric | Puget Sound Energy | 35131 SE Center St Snoqualmie, WA 98065 | Kiara Skye | (425) 463-6550 |
| Telephone/ FIOS | Ziply Fiber | P.O. Box 1127 Everett, WA 98206 | Cheryl Schneider | (509) 218-1294 |
| Cable Television | Comcast | 1525 - 75th St SW, Suite 200 Everett, WA 98203 | Chris Combs | (425) 273-7832 |
| Network | Verizon/MCI | 11311 NE 120 th St Kirkland, WA 98034 | Brad Landis Scott Christenson | (425) 201-0901 (425) 471-1079 |
| School District Transportation | Lake Washington School District | 15212 NE 95th St Redmond, WA 98052 | Jeff Miles | (425) 936-1120 |
| Transit | King County METRO | MS SVQ-TR-0100 1270 6th Ave S Seattle, WA 98134 | David Freeman | (206) 477-1140 (206) 477-0438 |
| Water (Northeast area of Kirkland) | Woodinville Water District | 17238 NE Woodinville Duvall Road, Woodinville, WA 98072 | Ken McDowell | (425) 487-4104 |

Note that most utility companies may be contacted for locations through the “One Call” system, 1-800-424-5555. In the event of a gas emergency, call 911 and then the PSE hotline at 1-888-225-5773 (1-888-CALL-PSE).

The Contractor shall coordinate the work with these utilities and shall notify the Engineer in advance of any conflicts affecting the work schedule. The utility companies shall witness or perform all shutdowns, connections or disconnections.

Wherever in the course of the construction operation it becomes necessary to cause an outage of utilities, it shall be the Contractor's responsibility to notify the affected users not less than twenty-four (24) hours in advance of the creation of such outage. The Contractor shall make reasonable effort to minimize the duration of outages.

The Contractor shall be responsible for any breakage of utilities or services resulting from its operations and shall hold the City and its agents harmless from any claims resulting from disruption of, or damage to, same.

Other Notifications

Service Area Turn Off: All service area turn off notices must be distributed to affected parties two working days in advance of any scheduled shut off. City to provide door hangers and affected service area map. The contractor shall fill in all required information prior to hanging door hanger.

Entry onto Private Property: Each property owner shall be given two working days advance Written Notice prior to entry by the Contractor.

Loop Detection Systems: Where an excavation is to take place through a signal loop detector system, the Contractor shall provide at least five (5) Working Days advance notice to the City Signal Shop at (425) 587-3920 to coordinate temporary signal wire disconnect and installation of temporary signal detection equipment.

Survey Monuments: When proposed pavement removal is close to existing survey monumentation, or proposed pavement removal includes existing survey monumentation, the Contractor shall provide a minimum 4 Working Days advance notice to the Engineer to allow survey crews to tie the monument out and reset the monument after pavement installation.

1-07.17(2) Utility Construction, Removal or Relocation by Others

(January 1, 2016 COK GSP)

Section 1-07.17(2) is supplemented with the following:

Under no circumstances will discrepancies in location or incompleteness in description of existing utilities or improvements, whether they are visible from the surface, buried, or otherwise obscured, be considered as a basis for additional compensation to the Contractor.

1-07.18 Public Liability and Property Damage Insurance

(December 30, 2022 APWA GSP)

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

1-07.18 Insurance

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 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 offence |
| \$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.

1-07.23 Public Convenience and Safety

(January 1, 2016 COK GSP)

Section 1-07.23 is supplemented with the following:

No road or street shall be closed to the public except as permitted in these plans and specifications or with the approval of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Provision shall be made by the Contractor to ensure the proper functioning of all gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses, and storm sewer facilities throughout the project. Temporary interruption of service will be allowed only with the permission of the Engineer.

The Kirkland Police Department and Kirkland Fire Department shall be notified at least four (4) hours in advance of any actions by the Contractor that may affect the functions of either the Police Department or Fire Department.

The Contractor shall conduct its work and take preventative measures so that dust or other particulate matter in the project area shall not become objectionable to the adjacent property owners or general public. Should the Owner determine the Contractor is not fulfilling its obligation in this regard; the Owner reserves the right to take such action as may be necessary to remedy the objectionable condition and to charge the Contractor with any cost that may be incurred in such remedial action. All work shall be carried on with due regard for the safety of the public. No driveway, whether public, commercial, or private, may be closed without prior approval of the Owner, project supervisor, or Engineer unless written authority has been given by the affected property owner. The Contractor shall be responsible for notifying the affected property owners 24 hours in advance of scheduled interruptions to access.

Pedestrian Control and Protection

When the work area encroaches upon a sidewalk, walkway or crosswalk area, special consideration must be given to pedestrian safety. Maximum effort must be made to separate pedestrians from the work area. Protective barricades, fencing, and bridges, together with warning and guidance devices and signs, shall be utilized so that the passageway for pedestrians is safe and well defined. Whenever pedestrian walkways are provided across excavations, they shall be provided with suitable handrails. Footbridges shall be safe, strong, free of bounce and sway, have a slip resistant coating, and be free of cracks, holes, and irregularities that could cause tripping. Ramps shall be provided at the entrance and exit of all raised footbridges, again to prevent tripping. Adequate illumination and reflectorization shall be provided during hours of darkness. All walkways shall be maintained with at least 4 feet clear width.

Where walks are closed by construction, an alternate walkway shall be provided, preferably within the planting strip.

Where it is necessary to divert pedestrians into the roadway, barricading or channeling devices shall be provided to separate the pedestrian walkway from the adjacent vehicular traffic lane. At no time shall pedestrians be diverted into a portion of a street used concurrently by moving vehicular traffic.

At locations where adjacent alternate walkways cannot be provided, appropriate signs shall be posted at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.

Physical barricades shall be installed to prevent visually impaired people from inadvertently entering a closed area. Pedestrian walkways shall be wheelchair accessible at all times. Pedestrian access shall be maintained to all properties adjacent to the construction site.

1-07.23(1) Construction Under Traffic

(May 2, 2017 APWA GSP)

Revise the third sentence of the second paragraph to read:

Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved by the Contracting Agency activating pedestrian recall timing or other accommodation may be allowed during construction.

1-07.23(2) Construction and Maintenance of Detours

*(*****)*

Supplement this section with the following:

Measurement and Payment

All costs related to equipment, labor and materials required to complete work described in Section 1-07.23 including but not limited to pedestrian access and safety, developing an approved Traffic Control Plan with pedestrian elements; construction, maintenance, and removal of pathways, protective barricades, fencing, and bridges; warning guidance devices; signing; temporary striping or structures; traffic control labor; and providing and maintaining temporary driveway access, alternative, or existing pedestrian routes and access points will not be measured for separate payment, but shall be included in the lump sum Bid item "Project Temporary Traffic Control."

*(*****)*

Add the following new Section:

1-07.23(3) Communication/Dissemination of Information

The Contractor shall attend a weekly construction meeting throughout the duration of the project. Information regarding schedule specifics, traffic disruptions, and water and sewer service disruptions shall be provided by the Contractor and reviewed at such meetings.

The Contractor shall provide and distribute adequate (as determined by the Engineer) written notice (two Working Days at a minimum) to all property owners prior to driveway demolition and construction.

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.

(January 1, 2021 COK GSP)

Section 1-07.24 is supplemented with the following:

In addition to all agreements and releases between the Contractor and private property owner(s) described in this Section and as required in Section 1-07.6(2), the Contractor shall apply for a City of Kirkland Temporary Use Permit from the City of Kirkland Planning and Building Department for any temporary uses of real property (including both private property and City-owned real property) for temporary construction facilities, storage of materials, or other Contractor needs.

The Contractor shall file with the Engineer signed property release forms (in the format as detailed below) for all properties disturbed or damaged by the Contractor's operations.

PROPERTY RELEASE

(Contractor's name and address)

DATE: _____

I, _____, owner of _____, hereby release _____, (Contractor's name) from any property damage or personal injury resulting from construction on or adjacent to my property located at _____ during construction of the _____. My signature below is my acknowledgment and acceptance that my property, as identified above, was returned to a satisfactory condition.

Signed: _____

Name: _____

Address: _____

Phone: _____

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 conference the following:

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

(January 1, 2021 COK GSP)

Add new Section 1-08.0(2).

1-08.0(2) Hours of Work

Except in the case of emergency, unless otherwise indicated in the Contract Documents, or unless otherwise approved by the Contracting Agency in advance, the allowable working hours for this Contract Work shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day. A maximum 1-hour lunch break is allowable between 7:00 a.m. and 6:00 p.m. and does not count for purposes of the 8-hour working period. The Contract assumes a 5-day work week, exclusive of weekends and holidays observed by the City of Kirkland and identified in Section 1-08.5 of the Standard Specifications.

The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the Work.

Except in the event of an emergency, unless otherwise indicated in the Contract Documents, or unless otherwise approved in advance by the Contracting Agency (including the Contractor obtaining approval for all applicable City of Kirkland permits as required by the City of Kirkland Zoning Code), no Work shall be allowed between the hours of 6:00 p.m. and 7:00 a.m., during weekends (except driveway construction), or during holidays observed by the City of Kirkland and identified in Section 1-08.5 of the Standard Specifications.

The Contracting Agency may consider specific and limited requests by the Contractor to allow Work during one or more periods in which Work is not allowed by this Section, but approval of these requests is solely at the discretion of the Contracting Agency as a benefit to the general public. Contractor shall submit a request in writing to the Engineer, including a full and accurate explanation of the type(s) of work to be performed, the period or periods of time outside normal Work hours, and the explanation(s) for why this work cannot be performed during the allowable Work hours.

The Engineer will consider requests and determine conditions and limitations as the Engineer deems necessary, in conformance with the conditions of support for local permitting described in Section 1-07.6 of the Standard Specifications and these Special Provisions. These conditions and limitations are additional to any conditions or limitations that may be required by Contracting Agency permits and/or variances. These conditions may include, but are not limited to:

1. Require the Engineer or such assistants as the Engineer may deem necessary to be present during the Work, including (but not limited to):
 - a. Survey crews

- b. Personnel from the Contracting Agency's material testing laboratory
 - c. Inspectors
 - d. City operations and maintenance staff
 - e. Police, fire, or other public safety officials
 - f. Any other Contracting Agency employees who, in the opinion of the Engineer, are a necessary presence for the Work outside of the allowable working hours;
2. Require the Contractor to reimburse the Contracting Agency for all additional costs and expenses in excess of straight-time costs incurred for Contracting Agency employees and expenses during such times;
3. Measure Work performed on nights, weekend days, and holidays as working days with regards to the Contract Time; and/or,
4. Consider multiple work shifts (such as a sequential 8-hour day period followed by an 8-hour night period) as multiple working days with respect to Contract Time, even if those multiple shifts occur in a single 24-hour period.

If the Engineer approves the Contractor's written request and all conditions and/or restrictions the Engineer applies to that approval are acceptable by the Contractor, the Contractor shall be responsible for obtaining work hours and noise variances as required by Section 1-07.6. The Contractor shall apply to the City of Kirkland Planning and Building Department using <http://mybuildingpermit.com>. The Engineer can provide supporting documentation, as deemed appropriate by the Engineer, to the Contractor for submission with this application.

Unless otherwise indicated in the Contract Documents or indicated by the Engineer in writing, no claims for equitable adjustments of Contract will be allowed for review and approval time frames for the Contractor to obtain approval for requests to Work outside the approved working hours in this Section. No claims for equitable adjustments of the Contract will be allowed for requirements, including limitations, in approvals to work outside of the allowed working hours in this Section.

Approved Work outside the allowable working hours in this Section is subject to additional noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Arterial Streets

No work will be performed on arterial streets during the peak traffic hours of 7:00 a.m. – 9:00 a.m. and 3:00 p.m. – 6:00 p.m., except emergency work to restore services, unless a City-approved traffic control plan allows work during the peak hours. The following streets are classified as arterials:

| <i>STREET</i> | <i>FROM</i> | <i>TO</i> |
|--|---|---|
| Central Way/NE 85th St | Market St | 132nd Ave NE |
| Juanita Dr NE /NE Juanita Dr | NE 143 rd St (City Limits) | 98th Ave NE |
| Juanita Woodinville Way | 100 th Ave NE | NE 145 th St (City Limits) |
| Lake St/Lake Washington Blvd/Northup Wy | Central Way | Northup Way (City Limits) |
| Kirkland Ave/Kirkland Way | Lake St | NE 85 th St |
| Lakeview Dr /NE 68th St/NE 70th St | Lake Washington Blvd | 132nd Ave NE |
| Market St/98th Ave NE/100th Ave NE | Central Way | NE 145 th St (City Limits) |
| NE 116th St | 98th Ave NE | Slater Ave NE |
| NE 120th St/132nd Ave NE | Slater Ave NE | NE 60th St (City Limits) |
| NE 124th St | 100th Ave NE | East City Limits |
| NE 128th St | 116 th Ave NE/116 th Way NE | 120 th Ave NE |
| Simonds Rd NE | 92 nd Ave NE (City Limits) | 100 th Ave NE |
| Slater Ave NE | NE 116 th St | NE 124 th St |
| Totem Lake Blvd | NE 132nd St | 124th Ave NE |
| 3 rd Street/State Street | Central Way | NE 68 th Street/Lakeview Dr. |
| 6 th St/6 th St S/108 th Ave NE | Central Way/NE 85 th St | South City Limits |
| 90 th Ave NE/NE 131st Way/NE 132nd St | NE 134 th St | 132nd Ave NE |
| 120 th Ave NE/116 th Ave NE/116 th Way NE | NE 112 th St | NE 132 nd St |
| 124th Ave NE | NE 85th St | NE 124th St |
| 124th Ave NE | NE 132 nd St | NE 145 th Pl (City Limits) |

1-08.1 Subcontracting

(May 30, 2019 APWA GSP, Option B)

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

(January 1, 2016 COK GSP)

Section 1-08.1 is supplemented with the following:

A Subcontractor or an Agent to the Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (form 421-012).
2. Statement of Intent to Pay Prevailing Wages (Form 700-029-000).

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Department during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all Subcontractors and Agents shall be open to similar inspection or audit for the same period.

1-08.3 Progress Schedule

(January 1, 2016 COK GSP)

Supplement this section with the following:

The order of work will be at the Contractor's option, in keeping with good construction practice and the terms of the contract. All work shall be carried out in accordance with the requirements of the City of Kirkland in compliance with the plans and specifications. However, the Contractor shall so schedule the work within the time constraints noted in the various contract documents, including any permits. The Contractor is cautioned to review said documents and permits and schedule the work appropriately as no additional compensation will be made to the Contractor due to the time constraints imposed by such documents.

1-08.3(2)A Type A Progress Schedule

(December 30, 2022 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.

*(*****)*

Add the following new section:

1-08.3(3)A Project-Specific Scheduling Requirements

The order of work shall be at the Contractor's option, with the exceptions noted below, and shall be in keeping with good construction practice and the terms of the Contract. Schedules shall be submitted in color hard copy, PDF, and in the electronic format of the program used to create the schedule, if requested by the owner.

Working Days

The project schedule shall be based on total allowed contract Working Days, with 5 days of float to account for unexpected site changes, Minor Changes and Force Account work.

Traffic Control Plans

The Contractor shall prepare and submit a project specific Traffic Control Plan (TCP) to the City. Review and revision of the TCP may take up to two (2) weeks. The Contractor is alerted that no work affecting traffic operations, including clear zones, may be performed until the TCP is approved.

Notifications

All notifications required by the contract which affect the critical path shall be shown as milestones on the project schedule.

Coordination With Other Contractors

All work required by Franchise Utilities, including Northshore Utility District, or other Contractors which affect the critical path shall be shown on the project schedule. For additional schedule requirements refer to Section 1-05.14 Cooperation with Other Contractors.

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

(December 30, 2022 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. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, 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

(January 1, 2016 COK GSP)

Section 1-08.5 is supplemented with the following:

This project shall be physically completed in its entirety within **40** working days, including 5 days of float for unexpected site changes, Minor Changes and Force Account work.

1-08.9 Liquidated Damages

(January 1, 2016 COK GSP)

The third paragraph of Section 1-08.9 is revised to read as follows:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each Working Day beyond the number of Working Days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming to the Contractor.

LIQUIDATED DAMAGES FORMULA

For $C > \$50,000 \rightarrow LD = 0.15 \times C \div T$, and

For $C \leq \$50,000 \rightarrow LD = 0.30 \times C \div T$.

Where:

LD = liquidated damages per Working Day (rounded to the nearest dollar)
C = original Contract amount
T = original time for Physical Completion

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment

(December 30, 2022 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

1. 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

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

1-09.6 Force Account

(December 30, 2022 APWA GSP)

Supplement this section with the following:

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

1-09.7 Mobilization

(December 30, 2022 APWA GSP)

Delete this Section and replace it with the following:

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor typically occurring before 10 percent of the total original amount of an individual Bid Schedule is earned from other Contract items on that Bid Schedule. Items which are not to be included in the item of Mobilization include but are not limited to:

1. Portions of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items.
2. Profit, interest on borrowed money, overhead, or management costs.
3. Costs incurred for mobilizing equipment for force account Work.

Based on the lump sum Contract price for "Mobilization", partial payments will be made as follows:

1. When 5 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5 percent of the total of that original

- Bid Schedule, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
2. When 10 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of the total original Contract amount, whichever is the least, will be paid.
 3. When the Substantial Completion Date has been established for the project, payment of any remaining amount Bid for mobilization will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

1-09.9 Payments

(December 30, 2022 APWA GSP)

Section 1-09.9 is revised to read:

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

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. 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.

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

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

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

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

(January 1, 2016 COK GSP)

Section 1-09.9 is supplemented with the following:

Unless otherwise agreed to by both parties, the work period shall coincide with the calendar month. A check will be mailed or made available to the Contractor no later than thirty (30) days following the last day of the work period.

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-09.13 Claims Resolution

1-09.13(3) Claims \$250,000 or Less

(February 1, 2021 COK 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 Alternative Dispute Resolution (ADR) processes, **provided Contracting Agency agreed to engage such 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 Arbitration General

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

1-09.13(4) Venue for Litigation

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2(1) General

(January 10, 2022 WSDOT GSP)

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

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
<https://www.nwlett.edu>

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778
<https://www.esc.org>

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

Integrity Safety
13912 NE 20th Ave.
Vancouver, WA 98686
(360) 574-6071
<https://www.integritysafety.com>

US Safety Alliance
(904) 705-5660
<https://www.ussafetyalliance.com>

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
<https://www.kndservices.net>

1-10.2(2) Traffic Control Plans

*(*****)*

Delete the first paragraph and replace it with the following:

The Contractor shall submit a Traffic Control Plan or Plans showing a method of handling traffic. All construction signs, flaggers, spotters and other traffic control devices shall be shown on the Traffic

Control Plan(s). Generic WSDOT plans will not be acceptable. The Contractor's proposed Traffic Control Plans shall show the necessary lane closures, lane shifts, construction signs, flaggers, spotters, and other traffic control devices required to support each phase of the construction. A separate plan shall be prepared for each major construction phase. The Traffic Control Plans shall be prepared by the Contractor's Traffic Control Supervisor or an engineer licensed in the State of Washington and shall conform to the requirements contained in the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) and the latest version of the Work Zone Traffic Control Guidelines published by WSDOT.

Traffic Control Plans shall also specify how accessible pedestrian routes shall be maintained through the project site as discussed in Section 1-07.23, and how existing driveway access will be maintained throughout the duration of construction. A specific plan shall be provided for each driveway.

Prior to submitting the initial Traffic Control Plans for review by the Engineer, the Contractor shall meet with the Engineer and provide a detailed explanation of his proposed construction schedule, construction phasing, and associated temporary traffic control implementation. The plan must be acceptable to the Engineer prior to the Contractor submitting the initial set of Traffic Control Plans. No construction will be allowed until the Traffic Control Plans are acceptable to and approved by the Engineer.

Payment for developing approved Traffic Control Plans shall be considered incidental to the lump sum price in the Proposal for "Project Temporary Traffic Control" and no additional compensation will be made.

1-10.3 Traffic Control Labor, Procedures and Devices

1-10.3(2) Traffic Control Procedures

(*****)

Supplement this section with the following:

In all cases, local and emergency access must be maintained at all times.

All excavation(s) outside of the lane closures allowed during peak traffic hours shall be restored sufficiently by the Contractor (as judged solely by the Engineer) to allow unobstructed flow of traffic during peak flow hours.

All other traffic lanes will remain in use with direction of traffic as approved by the City based on the Contractor-provided Traffic Control Plans.

Excavations will not be allowed to remain open during non-working hours. All open excavation within the driving surface shall be backfilled and covered with a 2-inch temporary HMA patch, permanently restored per the Plans, or covered with steel sheets with appropriate traffic warning signs. Steel sheets shall not remain in place over weekends within 100 feet of any intersection as measured from the mainline stop bar. Cold mix will not be allowed for temporary trench restoration; only hot-mix asphalt is approved for temporary application or trench restoration. All work described in this section shall be included in the Lump Sum Contract price for "Project Temporary Traffic Control".

1-10.3(3)C Portable Changeable Message Sign

(April 18, 2018 COK GSP)

Supplement this section with the following:

Two Portable Changeable Message Signs (PCMS) shall be provided for the duration of the project. Proposed locations shall be shown on Traffic Control Plan(s) submitted by the contractor. Contractor shall submit proposed message(s) to be displayed and receive approval by the Engineer prior to placement. Contractor is responsible for programming of the approved message into the PCMS('s), set-up, placement, and removal upon project completion.

1-10.4 Measurement

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

(May 16, 2006 COK GSP)

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

“Off-duty Uniformed Police Officer” will be by measured per hour for each hour the off-duty uniformed police officer is performing work to control the flow of traffic through signalized intersections affected by Contractor work.

1-10.5 Payment

1-10.5(1) Lump Sum Bid for Project (No Unit Items)

(May 16, 2006 COK GSP)

Supplement this Section with the following:

“Project Temporary Traffic Control”, lump sum.

Costs for layout, installation, removal, and transport of project signage shall be included with the Contract lump sum price for “Project Temporary Traffic Control.” This Bid item shall also constitute full compensation for all labor, tools, equipment, and materials necessary and incidental to maintaining temporary driving surface as required by Section 1-07.23(1), traffic and pedestrian control as required throughout the project duration in compliance with the MUTCD including, but not limited to, reflective signage, barricades, lights, traffic cones, and temporary pavement markings. Providing a minimum of two (2) flaggers and one (1) Traffic Control Supervisor during all periods of construction activities shall be included in the lump sum Bid item “Project Temporary Traffic Control”.

Providing, operating, and maintaining two (2) Portable Changeable Message Signs from 7 calendar days prior to the start of construction and throughout the project duration shall be included in the lump sum Bid item “Project Temporary Traffic Control”.

No separate payment will be made for preparation of the Traffic Control or Detour Plans. All costs for developing, updating, and implementing Traffic Control or Detour Plans shall be included in “Project Temporary Traffic Control”.

No separate payment will be made for materials used to maintain temporary traffic that are not incorporated into the final improvements. Such materials shall be included in and considered incidental to “Project Temporary Traffic Control”.

All costs for minimizing drop-offs and maintaining access to existing streets and driveways including, but not limited to, steel sheeting, and channelization devices, shall be included by the Contractor in the lump sum Bid price for “Project Temporary Traffic Control”. No additional or separate compensation will be allowed.

The Lump Sum bid item for “Project Temporary Traffic Control” shall cover the cost to provide temporary traffic control for the for each and every working day (the entire contract duration) allowed as defined in Section 1-08.5 of these Special Provisions. The total allowable working days defined for this contract includes sufficient time to complete all work associated with items paid as “Minor Change” and/or as other Force Account items. Should the Contractor complete the work in fewer working days than allowed the Contract Lump Sum item will be paid in full and shall be consider an incentive to the Contractor for early completion.

For additional working days approved via a change order for work that is not identified to be paid by force account, the daily cost for Project Temporary Traffic Control shall be determined by dividing the lump sum Contract price for “Project Temporary Traffic Control” by the original allowed contract working days as defined in Section 1-08.5 of these Special Provisions.

1-10.5(2) Item Bids with Lump Sum for Incidentals

(May 16, 2006 COK GSP)

Supplement this Section with the following:

“Off-duty Uniformed Police Officer”, per hour.

The unit Contract price per hour for “Off-duty Uniformed Police Officer” shall be full pay for the work described herein. No additional compensation will be made for hours of work on holidays, weekends, or overtime.

The quantity for “Off-duty Uniformed Police Officer” is not subject to the provisions of Section 1-04.6 of the Standard Specifications.

END OF DIVISION 1

DIVISION 2 EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

This section is supplemented with the following:

The Contractor shall consider the clearing and grubbing limits for this project to be all areas within the limits specified on the Site Preparation Plans.

2-01.2 Disposal of Usable Material and Debris

This section is supplemented with the following:

The Contractor shall dispose of all debris in accordance with Disposal Method No. 2 per Section 2-01.2(2).

2-01.2(2) Disposal Method No. 2 – Waste Site

This section is supplemented with the following:

No waste site has been provided for the disposal of excess or excavated materials. The Contractor shall make his or her own arrangements for obtaining waste sites in accordance with Section 2-03.3(7)C of the Standard Specifications.

2-01.3 Construction Requirements

2-01.3(1) Clearing

(February 17, 2022 COK GSP)

This Section is supplemented with the following:

8. Trees removal shall be performed in a manner that does not damage overhead utilities. The Contractor shall coordinate tree removal activities with the affected utility companies, including meeting all applicable requirements.

2-01.3(2) Grubbing

(January 1, 2020 COK GSP)

This Section is supplemented with the following:

3. Remove stumps of removed trees by grinding. Contractor shall grind stumps to a minimum of 6 inches below either the existing or final ground surface elevation, whichever is lower. The Contractor shall coordinate stump removal activities with the affected utility companies, including meeting all applicable requirements.

2-01.3(4) Roadside Cleanup

Delete Section 2-01.3(4) in its entirety and replace it with the following:

2-01.3(4) Cleanup and Restoration

From time to time throughout the progress of the work, the Contractor, when directed by the Owner's Representative, shall clean up and remove all refuse and unwanted or unused materials resulting from the work, at the Contractor's expense. If the Contractor fails to do so within 24 hours after the request

by the Owner's Representative, the work may be done by the City and the cost thereof be charged to the Contractor and deducted from monies due to the Contractor.

All cleanup shall be performed as specified in the various sections of these Specifications. Final cleanup shall be in accordance with Section 1-04.11.

Add the following new sub-section:

2-01.3(5) Tree Removal and Protection

All existing trees within the project shall be retained and protected during construction as shown on the Plans. Tree protection shall be installed where shown and as detailed on the Plans.

If the construction operation causes irreparable damage to the tree or its roots, the Contractor shall be responsible for all work and materials required to mitigate the damage, as directed by the Streets & Grounds Manager.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

This section is supplemented with the following:

This work shall consist of removing all materials noted in this section of the Special Provisions as well as any other materials designated for removal on the Plans or necessary for the construction of this project for which a specific Bid item is not provided in the Proposal. The following items shall be included under "Removal of Structures and Obstructions", as well as other items noted on the Plans:

1. Removal and disposal of existing cement concrete and asphalt pavements

Items to be salvaged for reinstallation shall be stored by the Contractor at a facility provided by the Contractor. Prior to removal, the Contractor shall provide photos of the existing condition to the Owner. Items to be removed, abandoned, or relocated that are identified on the Plans but not specifically called out above shall also be paid for under the lump sum bid item for "Removal of Structures and Obstructions".

In general, the Contractor shall remove and dispose, relocate, salvage for re-installation, or abandon existing items which are in conflict with the new improvements. Where not in conflict, or where not specified for demolition or removal, Contractor shall protect all private and public improvements.

(January 1, 2020 COK GSP)

2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

All material removed for the construction of the project shall be hauled off-site to a legal disposal site by the Contractor, except for materials specifically noted for salvage, reinstallation, or relocation. The Contractor shall determine the requirements of his selected disposal site related to accepting the material to be deposited on the site. Testing of the material by the disposal site or refusal of the site to accept the material shall not be the basis for additional payment or for an extension of the Contract time. The cost of all such requirements shall be included in the various Bid prices in the Proposal.

Additional Construction Requirements at Locations Near Trees

At locations where the contractor will be working and exposing tree roots, the Contractor shall exercise extreme caution. The contractor shall notify the Inspector a minimum of 2 working days prior to removal of existing pavement around existing trees to remain. Existing pavement in these areas shall be removed by breaking the existing pavement with a jackhammer or other means. Backhoes or other mechanical excavating equipment shall not be used in these areas to remove existing pavement. Care shall be taken to not damage the existing tree roots. Hand tools (shovels, trowels, etc.) shall be used when working around the roots. If root trimming in these areas is unavoidable, it shall be performed per **Section 8-02** of these specifications. The City Inspector shall be on-site at all times during the pavement removal, excavation and base preparation and shall identify the extent of root trimming that is required.

2-02.4 Measurement

Supplement this Section with the following:

No specific unit of measure shall apply to the lump sum item for “Removal of Structures and Obstructions”.

2-02.5 Payment

Supplement this Section with the following:

“Removal of Structures and Obstructions”, lump sum.

All items noted for removal, relocation, reinstallation, or salvage on the Plans or specified herein, to which other Bid items do not apply, shall be considered included in the lump sum Bid item “Removal of Structures and Obstructions”.

DIVISION 4 BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.1 Description

Supplement this section with the following:

Crushed surfacing shall be placed in accordance with the Standard Specifications and the Plans, or as directed by the Streets & Grounds Manager.

4-04.2 Materials

Supplement this section with the following:

Crushed Surfacing Top Course per Section 9-03.9(3) shall be used under Stamped Cement Concrete Pavement, and as specified herein and shown on the Plans. All costs associated with procuring and placing crushed surfacing top course shall be considered incidental to and included in the bid item for “Stamped Cement Conc. Pavement”.

4-04.4 Measurement

Supplement this section with the following:

No specific unit of measure shall apply to crushed surfacing.

4-04.5 Payment

Supplement this section with the following:

Crushed Surfacing Top Course, including but not limited to procurement, transportation, placement, and water compaction, shall be paid for under the bid item for “Stamped Cement Conc. Pavement”, per square yard.

END OF DIVISION 4

DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS

5-05 CEMENT CONCRETE PAVEMENT

5-05.1 Description

Supplement this section with the following:

This work shall include constructing Stamped Cement Concrete Pavement within the medians, as shown on the Plans, in conformity with the lines, grades, thicknesses, and typical cross-section as detailed on the Plans.

5-05.2 Materials

Supplement this section with the following:

Stamped cement concrete pavement shall be constructed with a Class 4000 Portland Cement Concrete mix conforming to the requirements of Section 6-02.

5-05.3 Construction Requirements

Supplement this section with the following:

Contraction/control joints shall be constructed with 12-foot max spacing or as approved by the Streets & Grounds Manager.

Stamped Cement Concrete Pavement shall be installed flush with adjacent cement concrete curb.

Stamping and texturing tools for Stamped Cement Concrete Pavement will require four (4) weeks lead time per stamping tool.

Antique release and sealer shall be applied evenly to the surface of fresh concrete according to the manufacturer's specifications.

Qualifications

Qualified and competent workman shall have a minimum five (5) years of work experience for same paving type installation of stamped concrete.

Stamped Cement Concrete Pavement Installer's Additional Qualifications: Installer shall provide a list of five (5) successfully installed projects that include stamped concrete work within the Western United States. Include the following information: Address/ name of project; square footage; date of installation; contact name and phone number; up to two (2) photos of each project.

Submittals

Catalog product cut sheets for stamping tools, antique release and sealer shall be submitted to Streets & Grounds Manager for approval prior to providing mock-up samples.

Contractor to provide pavement and joint layout for Streets & Grounds Manager's approval prior to installation. shall be determined in field and approved by Streets & Grounds Manager.

Mock-Up Sample(s)

Prior to the start of concrete pavement work, the Contractor shall provide a minimum (4) four feet by (4) four feet (16 square feet) mock-up sample of Stamped Cement Concrete Pavement showing stamped pattern, release agent and sealer per these special provisions and design plans.

Completed work not meeting the visual quality of the approved sample shall be removed and replaced by the Contractor at no additional cost to the Owner.

The final approved sample shall be the standard for the balance of the rest of the ‘Stamped Cement Concrete Pavement’ work installed in the median and shall be protected from damage until final acceptance and approval. Mock-up sample(s) provided for approval by Streets & Grounds Manager shall be incidental to and included in the unit bid price for “Stamped Cement Concrete Pavement” per these Special Provisions.

No additional concrete shall be placed prior to the test panel being approved by the Streets & Grounds Manager.

5-05.3(11) Finishing

Supplement this section with the following:

Stamped Cement Concrete Pavement noted in the Plans within the median shall receive stamp pattern and finish.

Finish of Stamped Cement Concrete Pavement shall be achieved using ‘Cobblestone’ pattern - BST5000 textured mats and Chiseled Slate – BST7618 touch-up skins as well as Chiseled Slate – BSTR0976 touch-up roller sleeve available from Butterfield Color, phone 1-800-282-3388, or approved equal. Cobblestone pattern surface texture shall be achieved using imprinting texture, stencils, detailing tools to create a running bond pattern of square and rectangular shapes with grout lines. Edges, corners and texture shall be as shown on the Plans.

Stamped Cement Concrete Pavement shall receive antiquing release agent and sealer (including additive) application, as follows:

- Butterfield Color® #PT12 Perma-Tique Antiquing Agent – Storm Gray
- Butterfield Color® Clear-Guard™ Cure & Seal

5-05.4 Measurement

Supplement this section with the following:

“Stamped Cement Conc. Pavement” will be measured per square yard of completed stamped cement concrete pavement surface.

5-05.5 Payment

Supplement this section with the following:

“Stamped Cement Conc. Pavement” per square yard.

The unit Contract price for “Stamped Cement Conc. Pavement” shall be full compensation for all costs necessary and incidental to installing stamped cement concrete pavement, including but not limited to excavation; procuring, placing and compacting crushed surfacing top course; forming, procuring and placing concrete, joint materials, stamping, curing and sealing. The stamping tools shall become the property of the City at the end of the project, and the contractor shall clean, maintain, and deliver all tools to the City Maintenance Yard. Failure to adequately maintain and deliver the stamping tools to the City Maintenance Yard after project completion shall be deemed reasonable grounds for the Streets

& Grounds Manager to adjust the payment made under this bid item. Said adjustment shall be determined solely by the Streets & Grounds Manager and is not negotiable except at the Streets & Grounds Manager's discretion.

END OF DIVISION 5

DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

Supplement this section with the following:

The Contractor shall install and maintain all temporary and permanent erosion control measures and Best Management Practices (BMPs) in accordance with the Contract Documents, Standard Specifications, Permit Conditions, the Contractors “Stormwater Pollution Prevention Plan” (SWPPP) and as directed by the Streets & Grounds Manager or the City. Such measures shall include, but are not necessarily limited to:

- Commercial construction entrances per City of Kirkland Standard Plan CK-E.02.
- Quarry spill outfall pads for temporary erosion control
- Rock, wattle, compost sock check dams
- Straw mulch, netting and tackifier
- Concrete wash
- Baker tanks and/or Settling ponds
- Inlet protection on existing and proposed drainage structures
- Reinforced silt fencing
- Plastic covering
- Temporary pipe slope drains
- Temporary HMA curb
- Disposal of sediments and materials
- TESC seeding
- Maintenance of BMPs including in the event of emergencies and as weather and field conditions dictate; and also including installation of additional BMPs which may become required as field and weather conditions evolve
- Street sweeping and cleaning
- ESC Lead per 8-01 of the Standard Specifications
- All materials, tools and equipment necessary to meet these requirements

The Contractor shall provide erosion control as required for all stockpiled materials at no cost to the City. The Streets & Grounds Manager, in the event of an emergency, and as weather and field conditions dictate, may require additional erosion controls and BMPs.

Site Specific BMPs and SWPPP Plan

The Contractor shall submit his or her own Storm Water Pollution Prevention Plan (SWPPP) to the City for review and approval prior to the commencement of clearing, grubbing, or grading activities.

Water quality testing and discharge volume reporting required by the project permits shall be performed by the Contractor and is a condition of approval of the SWPPP. The reporting data shall be provided to the Streets & Grounds Manager as soon as practical, at regular intervals and prior to reporting deadlines established in the permits. The Contractor shall provide a copy of the reporting information within 24 hours of a request to do so by the Streets & Grounds Manager. All costs to perform these

reporting requirements are to be included in the lump sum Contract price for “Erosion Control and Water Pollution Prevention”.

All fines for non-compliance with applicable stormwater-related permits shall be the sole responsibility of the Contractor. No payment will be made to the Contractor for fines resulting from permit violations.

8-01.3 Construction Requirements

Supplement this section with the following:

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, runoff, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, groundwater, or other water that may occur as a result of construction operations.

Any area not covered with established, stable vegetation where no further work is anticipated for a period of 15 days, shall be immediately stabilized with the approved erosion and sedimentation control methods (e.g., seeding and mulching, straw). Where seeding for temporary erosion control is required, fast germinating grasses shall be applied at an appropriate rate (e.g., perennial rye applied at approximately 80 pounds per acre).

At no time shall more than 1 foot of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned at a time designated by the City Construction Inspector. The cleaning operation shall not flush sediment-laden water into the downstream system. The cleaning shall be conducted using an approved vacuum truck capable of jet rodding the lines. The collection and disposal of the sediment shall be the responsibility of the Contractor at no cost to the City.

8-01.3(1) General

8-01.3(1)A Submittals

Supplement this section with the following:

Stormwater Pollution Prevention Plan

The Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with Department of Ecology requirements.

The Contractor shall incorporate the SWPPP implementation schedule into the Contractor’s progress schedule. The SWPPP and implementation schedule shall be submitted in accordance with 1-05.3 and 1-08.3.

The Ecology template can be found at the following link:

<http://www.ecy.wa.gov/programs/wq/stormwater/construction/>

The SWPPP is considered a “living” document that shall be revised to account for additional erosion control/pollution prevention BMPs as they become necessary and are implemented in the field during project construction. A copy of the most current SWPPP shall remain on-site at all times and an additional copy shall be forwarded to the Streets & Grounds Manager. At the Contractor’s preference, revisions to the SWPPP may be forwarded to the Streets & Grounds Manager rather than submitting a complete document. Revisions to the SWPPP may be kept on-site in a file along with the original SWPPP document.

8-01.3(1)C Water Management

Supplement this section with the following:

The Contractor will be responsible for meeting the SWPPP requirements.

The Bid Item “Erosion Control and Water Pollution Prevention” shall include the cost of providing temporary detention/retention facilities as illustrated in the Contractor’s SWPPP Plan as well as modifications, additions and removals of such facility as dictated by the Contractor’s sequence of work and may include, but are not limited to:

1. Temporary detention/retention facilities such as ponds, Baker Tanks, or other facilities.
2. If any permanent stormwater facilities are utilized, such as the detention vault, for SWPPP compliance, the Contractor shall remove accumulated sediment and clean the facility prior to final acceptance at no additional cost to the City.
3. Temporary facilities such as wheel wash stations or similar
4. Temporary construction entrances.

No additional compensation shall be made for construction, alteration, removal, maintenance, and any additional requirements necessary for “Erosion Control and Water Pollution Prevention”. No additional compensation shall be made for conflicts with existing or proposed improvements or construction sequencing of work when facilities are utilized to meet permit requirements.

8-01.3(8) Street Cleaning

Supplement this section with the following:

The Contractor shall provide for cleaning all surfaced roadways that have become dirty as a result of the execution of this project. This shall be done at the completion of each day's activities or more often if directed by the Streets & Grounds Manager. Street sweepers with a vacuum function shall be the only acceptable method for street cleaning. Flushing will not be permitted.

Contractor shall have a vacuum sweeper available, full-time, for the duration of the project. Not having a full-time vacuum sweeper available and/or sufficient additional materials to react in a timely manner to changes may be grounds for the City to issue a Stop Work Order until the Contractor remedies the deficiency, or the City may elect to have complete the street sweeping and deduct the cost from monies due to the Contractor. Time spent under a Stop Work Order in this situation shall not be grounds for a claim for additional payment or additional Working Days.

Roadway sweeping and cleaning shall be considered included in the lump sum Contract price for “Erosion Control and Water Pollution Prevention”.

8-01.3(9)D Inlet Protection

Supplement this Section with the following:

Inlet protection can be in the form of internal devices and shall be installed prior to clearing, grubbing or earthwork activities. Inlet protection shall be installed on existing catch basins, new catch basins, and those immediately downstream of the project site that could possibly receive sediment laden runoff from the site. Inlet protection shall meet the requirements of City of Kirkland Standard Plan CK-E.11.

When the depth of accumulated sediment and debris reaches approximately one-half the height of an internal device or one-third the height of the external device (or less if specified by the manufacturer), the deposits shall be removed. Contractor shall be responsible for removing catch basin inserts upon completion of the project.

8-01.3(16) Removal

Supplement this section with the following:

Removing Temporary Erosion / Water Pollution Control BMPs

The Contractor shall removal all Temporary Erosion / Water Pollution Control BMPs within twenty (20) days after final stabilization, landscape restoration, or after the BMPs are no longer needed. Trapped sediment shall be removed or stabilized on site.

8-01.3(18) Suspension of Work

If at any time during the life of this Contract the Contractor requests to suspend work due to weather conditions or other constraints, it shall be the Contractor's responsibility to meet the Erosion Control and Water Pollution Prevention requirements of the Bid Documents, including maintenance and repair of BMPs already installed, at all times during suspension.

8-01.5 Payment

8-01.5(1) Lump Sum Bid for Project (No Unit Items)

Supplement this section with the following:

“Erosion Control and Water Pollution Prevention”, lump sum.

The lump sum Contract price for “Erosion Control and Water Pollution Prevention” shall be full compensation for all costs necessary and incidental to installation, maintenance, repair, and removal of erosion control facilities, and removal and disposal of sediment, as specified on the Plans and Standard Specifications for which specific Bid items are not provided, including but not limited to preparation and implementation of SWPPP, ESC lead, catch basin inlet protection where directed by the Streets & Grounds Manager, all temporary erosion control measures described within special provisions, standard specifications, and shown on the Plans, cleaning and rehabilitating the site after BMPs are removed, street sweeping, and other incidental items of works necessary to establish and maintain TESC measures.

8-02 ROADSIDE RESTORATION

8-02.1 Description

Supplement this section with the following:

This work shall consist of restoring landscaped median planters where disturbed by construction activities, including placing topsoil and bark mulch.

8-02.2 Materials

Supplement this section with the following:

| | |
|-------------------------|-------------------|
| Topsoil Type A | Section 9-14.2(1) |
| Fertilizer | Section 9-14.4 |
| Bark or Wood Chip Mulch | Section 9-14.5(3) |
| Root Barrier | Section 9-14.9 |

8-02.3 Construction Requirements

8-02.3(1) Responsibility During Construction

Supplement this Section with the following:

Landscape construction is anticipated to begin after all curbs and associated roadside work is completed. Landscape materials shall not be installed until weather permits and installation has been authorized by the Streets & Grounds Manager. If water restrictions are anticipated or in force, planting of landscape materials may be delayed.

Throughout planting operations, the Contractor shall keep the premises clean, free of excess soils, plants, and other materials, including refuse and debris, resulting from the Contractor's work. At the end of each workday, and as each planting area is completed, it shall be neatly dressed, and all surrounding walks and paved areas shall be cleaned to the satisfaction of the Streets & Grounds Manager. No flushing will be allowed. At the conclusion of work, the Contractor shall remove surplus soils, materials, and debris from the construction site and shall leave the project in a condition acceptable to the Streets & Grounds Manager.

8-02.3(2)A Roadside Work Plan

Supplement this Section with the following:

The Roadside Work Plan shall be submitted to the Streets & Grounds Manager and approved at least one week prior to initiating proposed work. The use of chemical herbicides shall be considered on a case-by-case basis. The Contractor must submit, as part of the Work Plan, the intent to use chemical herbicides to the Streets & Grounds Manager for approval prior to use.

8-02.3(4) Topsoil

Supplement this Section with the following:

Thoroughly scarify subgrade in all areas to be restored to a minimum depth of six inches (6"). Scarified subgrade shall be inspected and approved by the Streets & Grounds Manager prior to placement of topsoil. Remove all construction debris and rocks over two inches (2") in diameter prior to the placement of topsoil.

Areas around existing trees to remain shall not be cultivated within the dripline of the tree or any other areas which appear to have a significant number of existing tree roots.

Remove all construction debris prior to placing topsoil.

Topsoil Type A shall be installed in a single lift to depth required to bring finish grade flush with adjacent soil surface and one inch (1") plus the specified depth of mulch below adjacent curb or pavement surface. Remove rocks, roots, and debris over one inch (1") in diameter. Lightly compact soil and establish a smooth and uniform finished grade that protects against obstruction to surface drainage and ponding.

Any additional fine grading to get a firm smooth surface in all planted or seeded areas shall be considered incidental to and included in the unit contract price for placement and installation of Topsoil Type A.

The costs of removing all excess material and debris shall be considered incidental to and included in the unit contract prices of other items in this contract.

8-02.3(4)A Topsoil Type A

Supplement this Section with the following:

Topsoil Type A shall conform to Section 9-14.2(1) of these Special Provisions and shall be supplied by a Contractor's supplied source, and as approved by the Streets & Grounds Manager.

(November 3, 2010 COK GSP)

8-02.3(9) Pruning, Staking, Guying and Wrapping

Section 8-02.3(9) is supplemented with the following:

If removal of canopy material is necessary to allow access for equipment, a Certified Arborist shall be consulted to ensure that proper pruning techniques are used.

All costs associated with pruning and staking trees shall be considered incidental and included in the contract price for stamped cement concrete pavement construction.

8-02.3(9A) Root Trimming and Barrier Placement

Section 8-02.3(9A) is a new section.

Hand digging within the root zone is required in order to expose roots with minimal damage. The root zone is defined as the area of ground within the drip line of the tree and extending to a depth of 24 inches. If tree root trimming is required, a sharp tool such as pruning shears, loppers, or a hand saw shall be used to produce a clean cut in order to reduce wound size and encourage healing. If roots over 2" diameter are encountered, the Contractor shall notify the Streets & Ground Manager prior to root trimming.

After root trimming activities are completed crushed surfacing top course shall be placed and compacted per plan.

Root Barrier shall be installed where shown on the Plans to protect the proposed Stamped Cement Conc. Pavement from root damage. Root barriers shall *never* be used around the entire circumference of the root zone. All root barrier shall be installed in accordance with the manufacturer's instructions. Root Barriers shall be installed so that it is flush with the finish grade of the landscaped area and extends to a minimum depth of 18 inches.

If roots are exposed overnight, mulch and water tree roots following excavation.

Root barrier shall meet the requirements of Section 9-14.9 of these Special Provisions.

8-02.3(11) Bark or Wood Chip Mulch

Supplement this Section with the following:

Bark or wood chip mulch shall be placed over disturbed areas where shown on the Plans to a depth no less than two inches (2"). Thoroughly water and hose down plants with a fine spray to wash the leaves of the plants immediately after application.

Bark or wood chip mulch shall meet the requirements of Section 9-14.5(3) Bark or Wood Chips of these Special Provisions and shall be supplied by a Contractor's supplied source, and as approved by the Streets & Grounds Manager.

8-02.3(8)B Planting

Supplement this Section with the following:

All foreign materials including burlap, wire and twine shall be removed from the root ball prior to planting.

8-02.4 Measurement

Supplement this section with the following:

Topsoil and bark mulch will be measured per cubic yard in the haul conveyance at the point of delivery.

Root barrier will be measured per linear foot of root barrier installed and accepted.

8-02.5 Payment

Supplement this section with the following:

"Topsoil Type A", per cubic yard

"Bark or Wood Chip Mulch", per cubic yard

"Root Barrier", per linear foot

8-03 IRRIGATION SYSTEMS

8-03.1 Description

Supplement this section with the following:

This work shall consist of modifying existing median irrigation systems as required to ensure full coverage of remaining median planting areas, and also installing pavement-rated boxes as shown on the Plans where Stamped Cement Conc. Pavement is being installed.

8-03.3 Construction Requirements

Supplement this section with the following:

Existing irrigation system(s) exist within the subject medians, which may be impacted by the project improvements. The Contractor shall minimize the impacts to these facilities to the maximum extent possible.

In areas where existing irrigation systems conflict with installation of new Stamped Cement Concrete Pavement, they shall be modified as necessary, including removal of surface drip lines and other unnecessary equipment, per Streets & Grounds Manager directed Force Account. Reconnect lateral and main lines as required to ensure satisfactory operation within all remaining median planting areas upon completion of the improvements.

Where irrigation is being removed and/or abandoned, cut and cap irrigation lines as required and as approved by the Streets & Grounds Manager.

All existing irrigation boxes within the limits of Stamped Cement Concrete Pavement installation shall be replaced with pavement-rated boxes and adjusted to future finish grade.

Equipment shall be per City of Kirkland Pre-Approved Plans Policy, Policy W-2 “Irrigation Specifications for City of Kirkland Systems”.

8-03.4 Measurement

Supplement this section with the following:

No specific unit of measure shall apply to the force account for modifying existing irrigation system(s) or the lump sum bid item for replacing irrigation valve boxes.

8-03.5 Payment

Supplement this section with the following:

“Replace Irrigation Valve Boxes”, per lump sum.

Payment shall be made for all necessary work to replace existing irrigation boxes with pavement-rated boxes within limits of Stamped Cement Concrete Pavement.

“Irrigation Modifications”, per force account.

Payment shall be made for all necessary work to modify, remove, and relocate existing irrigation systems affected by construction to maintain working condition, as approved by the Streets & Grounds Manager. Work shall be measured and paid in accordance with Section 1-09.6.

8-07 PRECAST TRAFFIC CURB

8-07.1 Description

Supplement this section with the following:

This work shall consist of replacing broken, offset or damaged Precast Sloped Mountable Curb as agreed upon with the Streets & Grounds Manager for installation of Stamped Cement Concrete Pavement.

8-07.3 Construction Requirements

Supplement this section with the following:

Prior to the start of construction, the Contractor shall meet with the Streets & Grounds Manager to review the existing precast sloped mountable curbs to determine by mutual agreement whether any sections need to be replaced in order to establish a consistent, stable edge for Stamped Cement Conc. Pavement installation. The Contractor shall install new curbs to the agreed-upon limits, as directed by the Streets & Grounds Manager.

Damage to existing curbs beyond the agreed-upon limits of curb replacement during construction shall be repaired at the Contractor’s sole expense.

All new Precast Sloped Mountable Curb shall be installed WSDOT Standard Plan F-10.62, painted yellow, and shall utilize radius blocks to complete curves shown in the Plans.

8-07.4 Measurement

Supplement this section with the following:

Precast Sloped Mountable Curb will be measured per linear foot of curb installed and accepted by the Streets & Grounds Manager.

8-07.5 Payment

Supplement this section with the following:

“Precast Sloped Mountable Curb”, per linear foot.

The Contract price for “Precast Sloped Mountable Curb” shall be full compensation for all costs necessary and incidental to the complete installation, including but not limited to removing and disposing of existing curb; procurement, delivery, unloading and installation of precast curb sections; adhesive, joint sealing, painting, and tack coat.

A quantity has been provided solely to provide a common basis for bidders for “Precast Sloped Mountable Curb”. The quantity may be greatly decreased or reduced to zero and is dependent upon the agreed-upon quantity of required curb replacement, as approved by the Streets & Grounds Manager. Payment will not be subject to Section 1-04.6. The decrease in quantity shall not constitute a basis for claim by the Contractor for extra payment or damages. Payment will be only for actual work performed based on the unit contract prices and shall be considered full compensation to the Contractor for the Work.

8-21 PERMANENT SIGNING

8-21.1 Description

Supplement this section with the following:

The work shall also include removing and disposing of old sign foundations where shown on the Plans.

8-21.3 Construction Requirements

Supplement this section with the following:

Signs shall be manufactured and installed in accordance with the current edition of WSDOT’s Washington State Sign Fabrication Manual, the Manual on Uniform Traffic Control Devices (MUTCD), and all provisions of Section 9-28 (Signing Materials and Fabrication), and WSDOT Standard Plans.

Existing signs shall be removed and replaced with new signs at the locations as indicated on the Plans, with all new posts, foundations, hardware, and plaques, unless otherwise noted. Existing sign plaques noted for reinstallation shall be protected during construction and reinstalled in original condition.

Signs noted for reinstallation that become damaged as a result of construction for this project shall be replaced at the Contractor’s expense. Any damage to signs not noted for removal as a result of construction activities shall also be replaced at the Contractor’s expense.

Regulatory signs must remain visible to traffic and pedestrians at all times; temporary placement of regulatory signs may be necessary by portable sign stand or other means. Temporary regulatory signs shall be placed as close to the original sign’s location as practicable. All regulatory sign placement, whether temporary or permanent, shall follow the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), latest version.

8-21.5 Payment

Supplement this section with the following:

“Permanent Signing”, lump sum.

The lump sum Contract price for “Permanent Signing” shall be full compensation for all costs necessary and incidental to complete the work, including but not limited to removing existing signs, posts and foundations; removing existing signing; temporarily reinstalling signs to accommodate construction activities; and all new coupling/pipe extension, excavation and backfill, hardware, foundations, and plaques.

END OF DIVISION 8

DIVISION 9 MATERIALS

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.2(1) Topsoil Type A

Supplement this section with the following:

Topsoil Type A shall be 50% pure organic compost and 50% sand or sandy loam. The soil shall be high in organic content and comprised of fully composted and mature organic materials. Topsoil shall be free of noxious weeds and weed seeds.

Refer to Section 9-14.4(8) Compost of the Standard Specifications for compost requirements. No fresh sawdust or other fresh wood by-products shall be added to extend the volume after the composting process.

Chemical and physical characteristic of Topsoil Type A shall comply with the following:

| | |
|----------------|---|
| Screen Size | 7/16" Maximum (Approximate Particle Size) |
| Total Nitrogen | 0.25% Minimum |
| Organic Matter | 10% Minimum |
| pH Range | 5.5 to 7.5 |
| Conductivity | 5 mmhos/cm Maximum |

The Contractor shall provide a complete analysis of Topsoil Type A with one cubic foot sample for review and approval.

9-14.4 Fertilizer

Supplement this section with the following:

Fertilizer for shrubs shall be Agriform slow release 20-10-5 NPK tablets, or approved equal.

9-14.5(3) Bark or Wood Chip Mulch

Supplement this section with the following:

Bark mulch shall be medium grade composted ground fir or hemlock bark.

The bark shall be uniform in color, free from weeds or weed seeds, sawdust and splinters. The mulch shall not contain resin, tannin, wood fiber or other compounds detrimental to plant life. The moisture content of bagged mulch shall not exceed 22%. The acceptable size range of bark mulch material is ½-inch to 1-inch with maximum of 20% passing the ½-inch screen.

The bark shall be dark in color; no red or colored mulch shall be allowed.

9-14.7 Plant Materials

9-14.7(2) Quality

Supplement this section with the following:

Plant material shall be free from disfiguring knots, swollen grafts, sunscald injuries, bark abrasions, evidence of improper pruning or other objectionable disfigurement.

Potted and container stock shall be well rooted and vigorous enough to ensure survival and healthy growth. Shrubs shall have full foliage (not leggy). Container stock shall be grown in its delivery container for not less than six (6) months, but not for more than two (2) years. Root bound or broken containers will not be accepted. Bare root, liner and root stock with dried or shriveled roots from exposure will not be accepted.

Measurements, caliper, branching, grading, quality, balling and burlapping shall follow the Code of Standards of the American Associate of Nurserymen in the American Standard for Nursery Stock, ANSI 260.1, latest edition. Measurements shall be taken with all branches in their normal growing position. Plants shall not be pruned prior to delivery to site.

9-14.7(3) Handling and Shipping

Supplement this section with the following:

All plant material shall be transported to planting locations with care to prevent damage. Tie back branches as necessary and protect bark from chafing with burlap bags. Do not drag plant materials along ground without proper protection of roots and branches. Protect rootballs from environmental or mechanical damage and water as necessary to keep roots moist. Do not store plants for more than one week.

Add the following new section:

9-14.9 Root Barrier

Root Barrier shall be Deep Root UB 18-2 root barrier, 18" depth interlocking root barrier panels, or approved equal.

9-15 IRRIGATION SYSTEM

9-15.1 Pipe, Tubing and Fittings

Section 9-15.1 is supplemented with the following:

All pipe and tubing shall be PVC or approved equal. All sleeving shall be Sch. 40 PVC, except as specified for roadway crossings, in 8-03.3(3)Piping of these Special Provisions.

9-15.1(2) Polyvinyl Chloride Pipe And Fittings

Section 9-15.1(2) is supplemented with the following:

PVC pipe shall be Schedule 40 PVC pipe for the main, laterals and sleeves. All fittings shall be Sch 80 PVC, unless otherwise specified on the plans and in these Special Provisions.

9-15.2 Drip Tubing

Section 9-15.2 is supplemented with the following:

Drip Irrigation:

The drip line, valves, tubing and emitters shall be of types and sizes shown on the drawings or approved equal, and as described below:

- Dripline shall be polyethylene drip tube .6 gph with 12" emitter spacing
- Pressure compensation range of 14.5 to 58 psi, maximum recommended system pressure 58psi. minimum system pressure 14psi,
- Tubing diameter: 0.66" OD; 0.56" ID; 0.050" wall
- Minimum filtration: 120 mesh
- ISO 9261 Standard Compliance
- Continuous self-flushing emitters, with check valve
- UV resistant tubing
- Self-contained one-piece dripline construction

9-15.5 Valve Boxes and Protective Sleeves

Section 9-15.5 is supplemented with the following:

Valve boxes for automatic control valve with extensions as necessary and bypass assemblies shall be grey flared box, traffic-rated HDPE construction with UV inhibitors, heavy duty seat collar, drop in locking, 17'L x 24" D x 12" W or sized to fit, as approved by the Streets & Grounds Manager, with green HDPE drop in locking lid. Verify size to fit drip valve assembly equipment prior to installation.

Valve boxes for quick coupler shall be light duty HDPE with UV inhibitors, 10" diameter flared box with bolt down cover.

9-15.17 Electrical Wire And Splices

Section 9-15.17 is supplemented with the following:

Electrical Wire shall be #14 UF wire. Direct bury splice kits shall be premium waterproof connectors, max wire gauge 10AWG minimum wire gauge 18AWG, flame retardant.

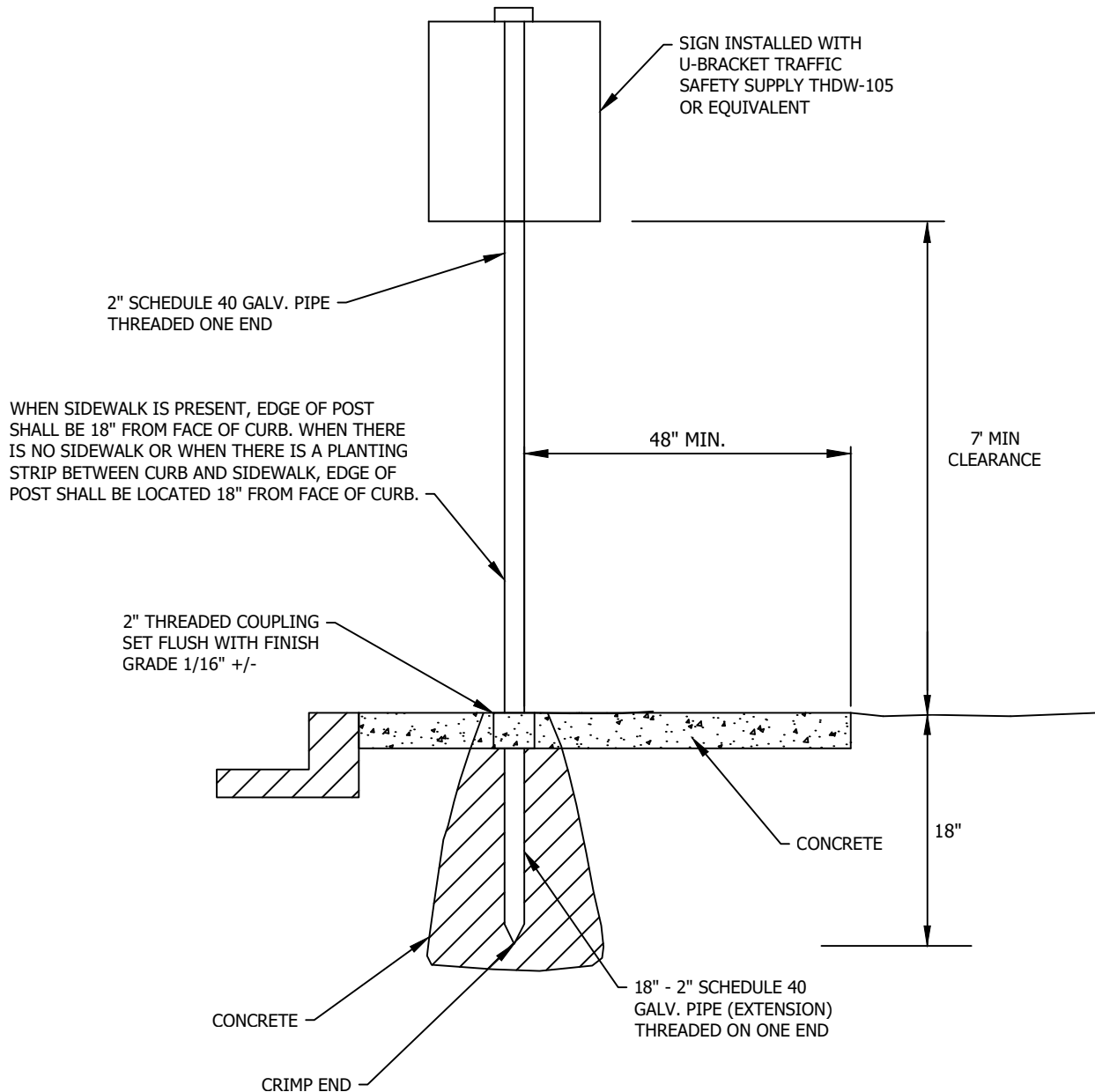
Conduit fittings for steel conduit shall be coated with galvanizing repair paint in the same manner as conduit couplings. Electroplated fittings are not allowed.

Steel conduit entering concrete shall be wrapped in 2-inch-wide pipe wrap tape with a minimum 1-inch overlap for 12 inches on each side of the concrete face. Pipe wrap tape shall be installed per the manufacturer's recommendations.

Galvanizing repair paint requirements for conduit couplings shall also apply to end bushings.

APPENDIX A

STANDARD DETAILS



NOTES:

1. IF SIGN MUST BE PLACED IN EXISTING CONCRETE, CORE HOLE SHALL BE 8" DIAMETER.
2. S1-1 SIGNS SHALL BE BLACK ON FLUORESCENT GREEN.
3. W11-2 SIGNS SHALL BE BLACK ON YELLOW.

CITY OF KIRKLAND

PLAN NO. CK-R.43

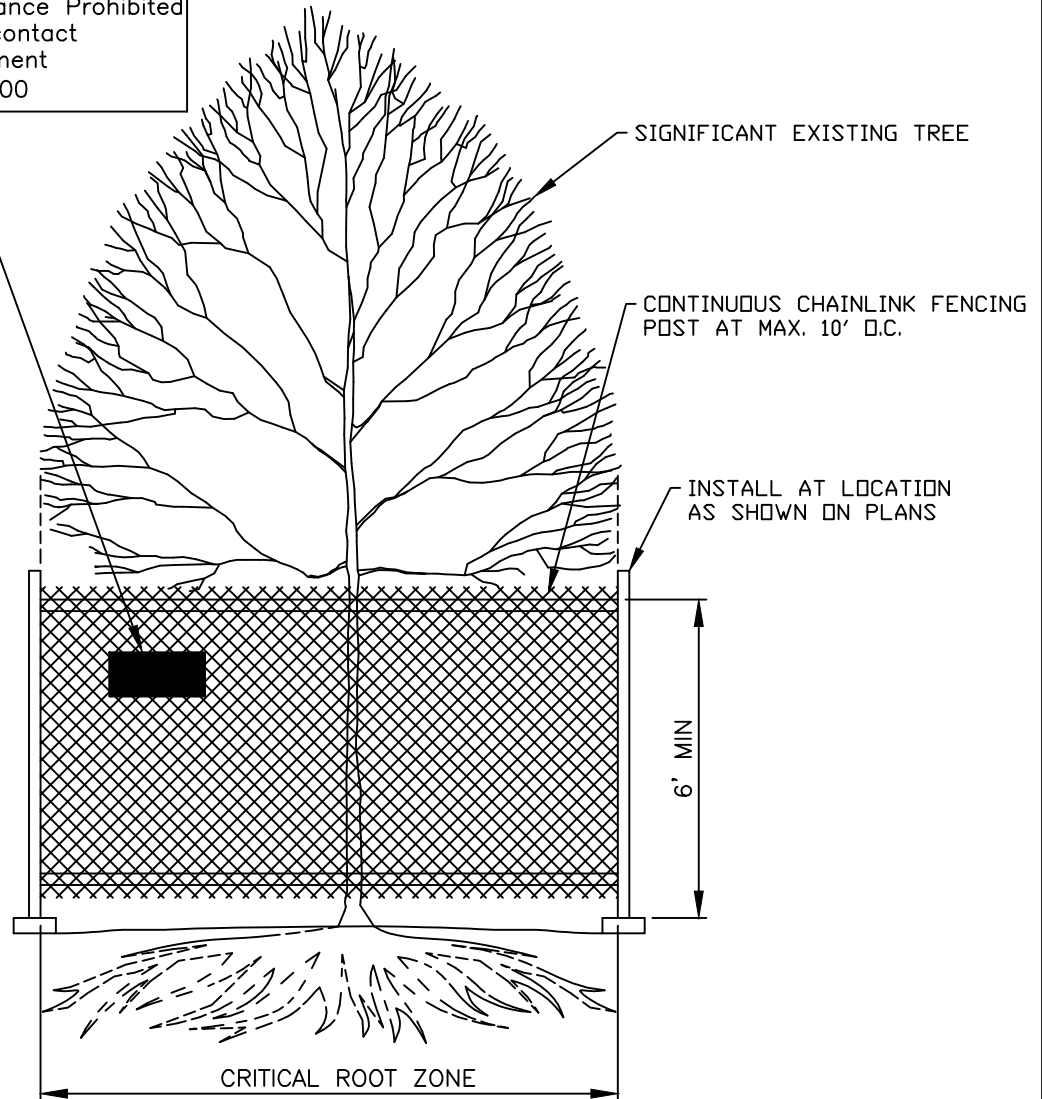


STANDARD SIGN
INSTALLATION

FENCING SIGN DETAIL

LAST REVISED: 1/2022

Tree Protection Area, Entrance Prohibited
To report violations contact
City Code Enforcement
at (425) 587-3600



NOTES:

1. MINIMUM SIX (6) FOOT HIGH TEMPORARY, CONTINUOUS CHAIN LINK FENCE SHALL BE PLACED AT THE CRITICAL ROOT ZONE OR DESIGNATED LIMIT OF DISTURBANCE OF THE TREE TO BE SAVED, FENCE SHALL COMPLETELY ENCIRCLE SIGNIFICANT EXISTING TREE(S). INSTALL CONTINUOUS CHAIN LINK FENCING POST(S) USING PIER BLOCK ONLY AT MAXIMUM 10 (TEN) FEET O.C. AVOID POST OR STAKES INTO MAJOR ROOTS, MODIFICATIONS TO FENCING MATERIAL AND LOCATION MUST BE APPROVED BY PLANNING OFFICIAL.
2. TREATMENT OF ROOTS EXPOSED DURING CONSTRUCTION; FOR ROOTS OVER ONE (1) INCH DIAMETER DAMAGED DURING CONSTRUCTION, MAKE A CLEAN STRAIGHT CUT TO REMOVE DAMAGED PORT OF ROOT, ALL EXPOSED ROOTS SHALL BE TEMPORARILY COVERED WITH DAMP BURLAP TO PREVENT DRYING AND COVERED WITH SOIL AS SOON AS POSSIBLE.
3. NO STOCKPILING OF MATERIALS, VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT OR MACHINERY SHALL BE ALLOWED WITHIN THE LIMIT OF THE FENCING, FENCING SHALL NOT BE MOVED OR REMOVED UNLESS APPROVED BY THE CITY PLANNING OFFICIAL. WORK WITHIN PROTECTION FENCE SHALL BE DONE MANUALLY UNDER THE SUPERVISION OF THE ON-SITE ARBORIST AND WITH PRIOR APPROVAL BY THE CITY PLANNING OFFICIAL.
4. A PRINTED TREE PROTECTION AREA SIGN NOTING (TREE PROTECTION AREA – ENTRANCE PROHIBITED. TO REPORT VIOLATIONS, CONTACT CITY CODE ENFORCEMENT AT 425-587-3600.”, MUST BE POSTED ALONG THE FENCE EVERY FIFTEEN (15) FEET. PRINT AND LAMINATE THE SIGN (AVAILABLE ONLINE) AND POST ON SITE.

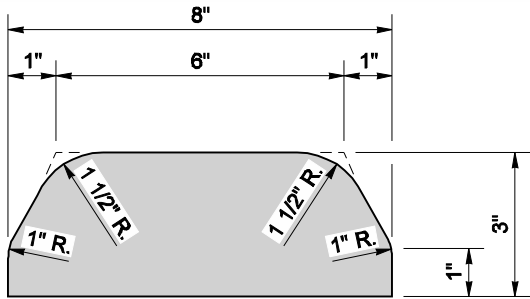
CITY OF KIRKLAND

PLAN NO. CK-R.49

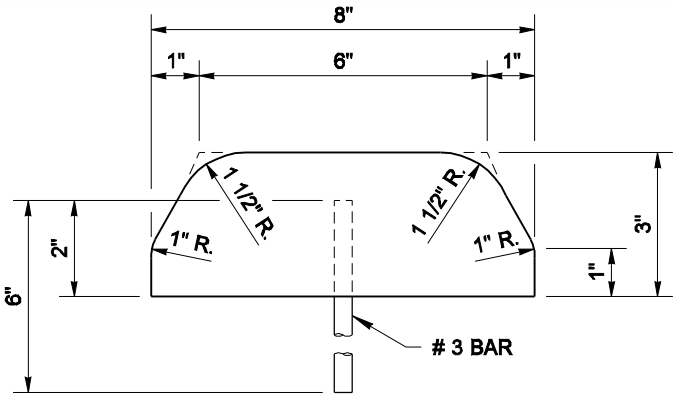


TREE
PROTECTION

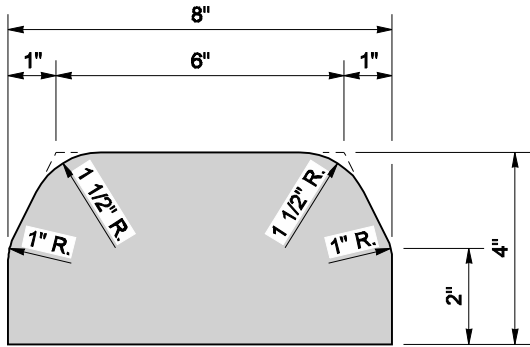
DRAWN BY: BILL BERENS



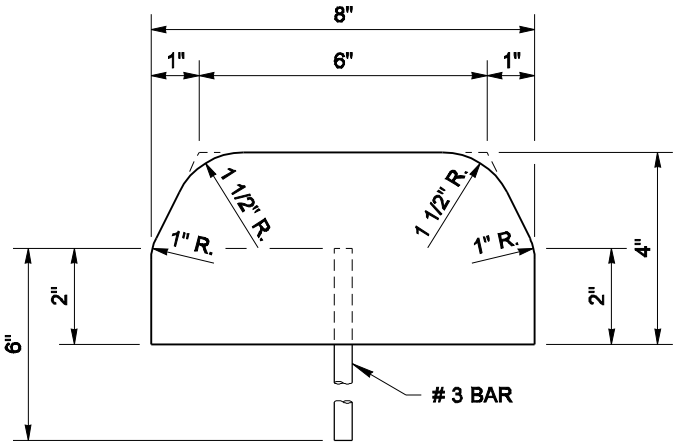
TYPE 1
(HOT MIX ASPHALT)



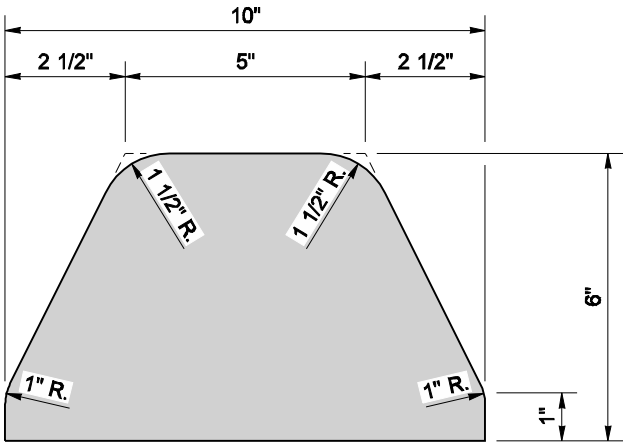
TYPE 4
(CEMENT CONCRETE)



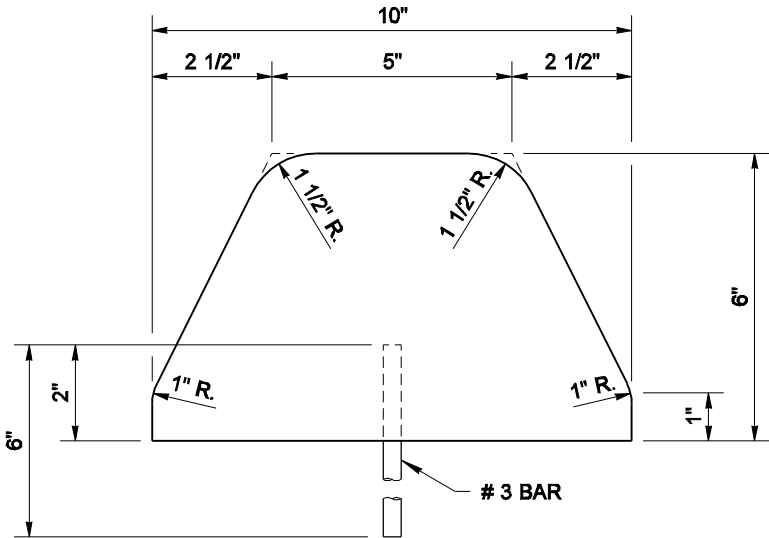
TYPE 2
(HOT MIX ASPHALT)



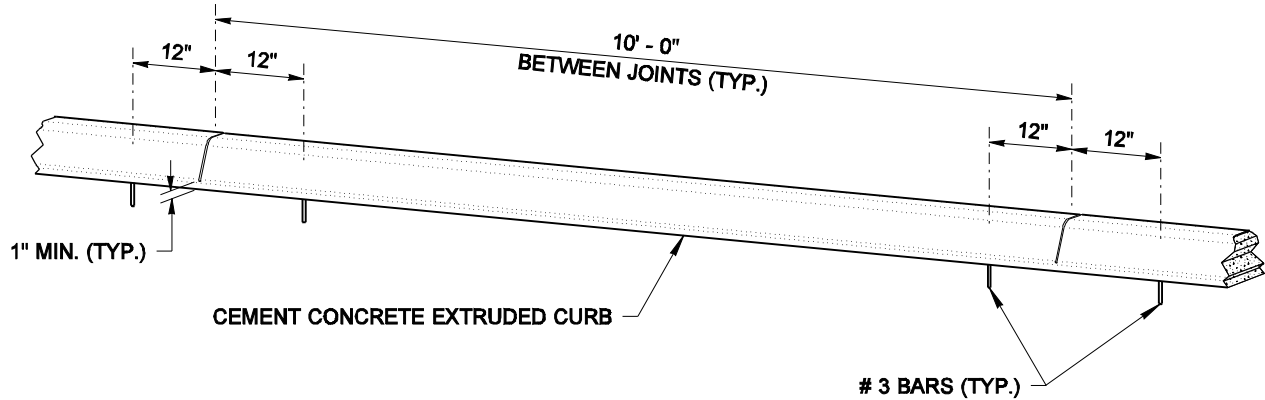
TYPE 5
(CEMENT CONCRETE)



TYPE 3
(HOT MIX ASPHALT)



TYPE 6
(CEMENT CONCRETE)



SPACING OF ANCHOR BARS
(FOR TYPES 4, 5, AND 6)

NOTE
JOINTS MAY BE FORMED DURING INSTALLATION USING
A RIGID DIVIDER OR SAWCUT AFTER CONCRETE CURES
TO MINIMUM STRENGTH.



EXPIRES AUGUST 26, 2007

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT
NOT BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE
WRITTEN PERMISSION OF THE ENGINEER. THE ENGINEER'S
SEAL AND SIGNATURE ARE REQUIRED FOR ALL WORK. A COPY
MAY BE OBTAINED UPON REQUEST.

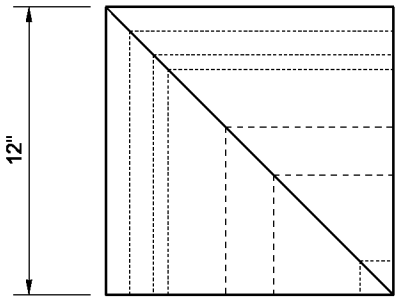
EXTRUDED CURB

STANDARD PLAN F-10.42-00

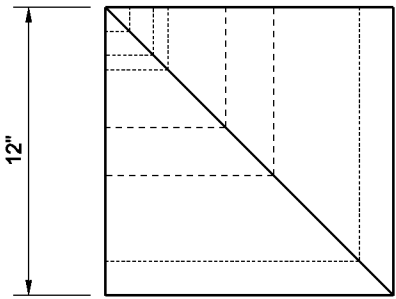
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

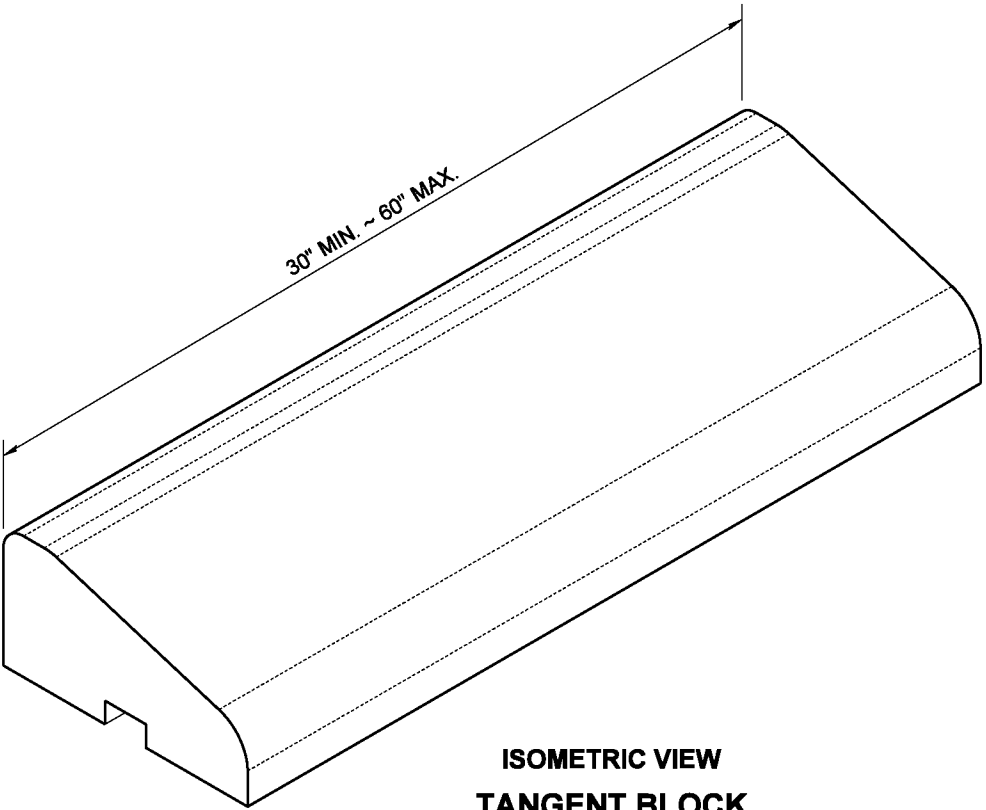
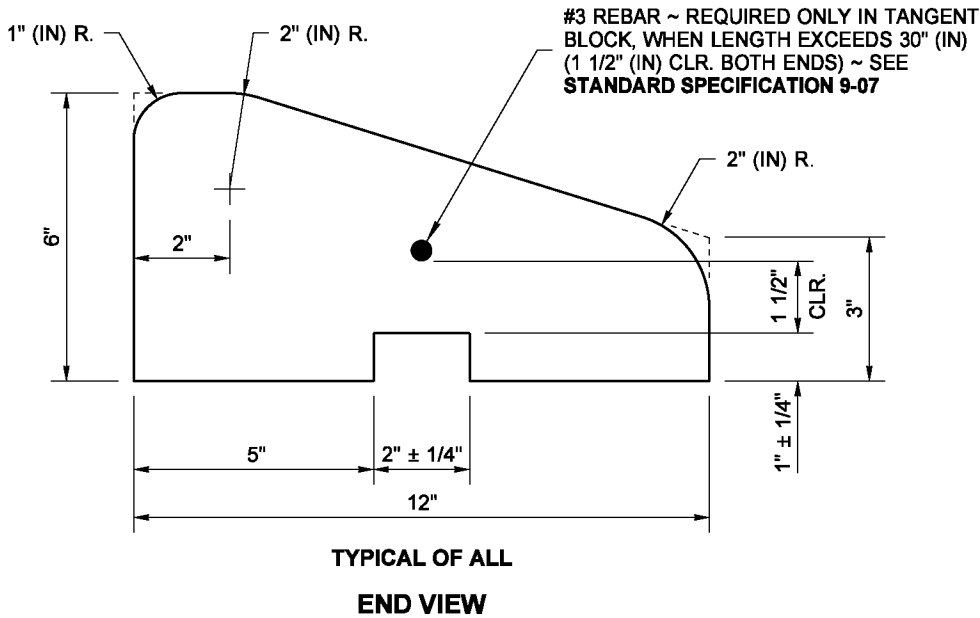
Ken L. Smith 01-23-07
STATE DESIGN ENGINEER DATE
Washington State Department of Transportation



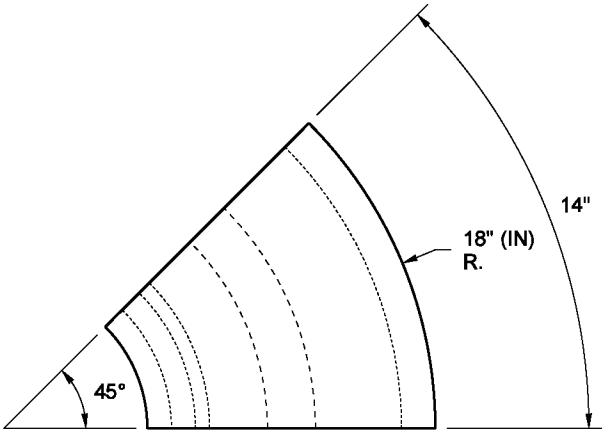
TOP VIEW
INSIDE CORNER BLOCK



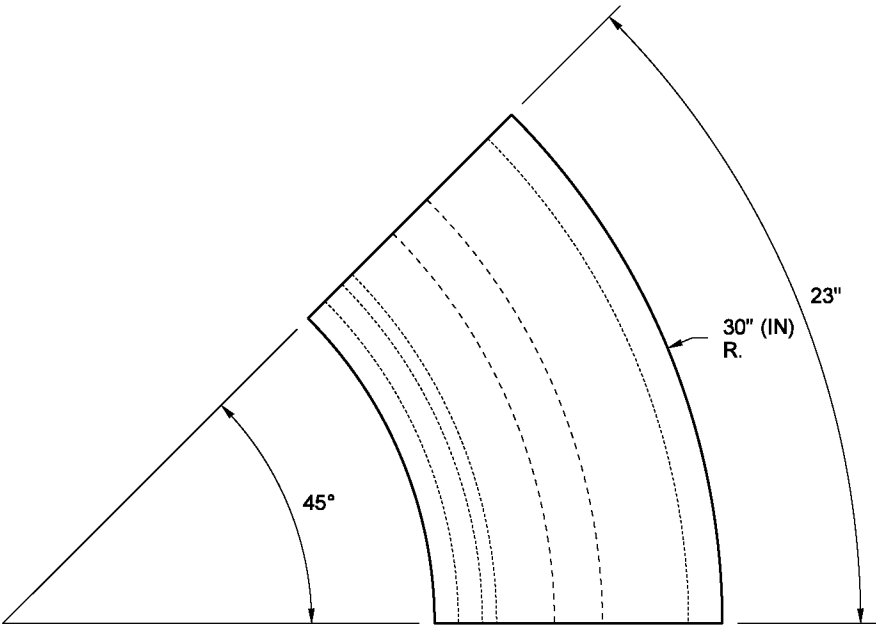
TOP VIEW
OUTSIDE CORNER BLOCK



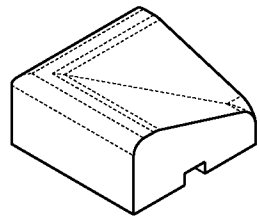
ISOMETRIC VIEW
TANGENT BLOCK



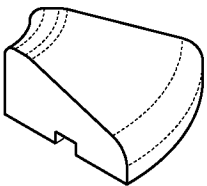
TOP VIEW
18" RADIUS BLOCK



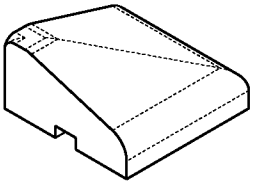
TOP VIEW
30" RADIUS BLOCK



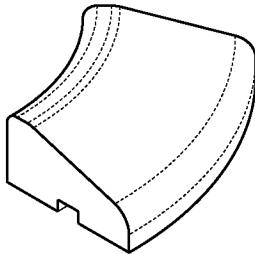
INSIDE CORNER BLOCK



18" (IN) RADIUS BLOCK



OUTSIDE CORNER BLOCK



30" (IN) RADIUS BLOCK

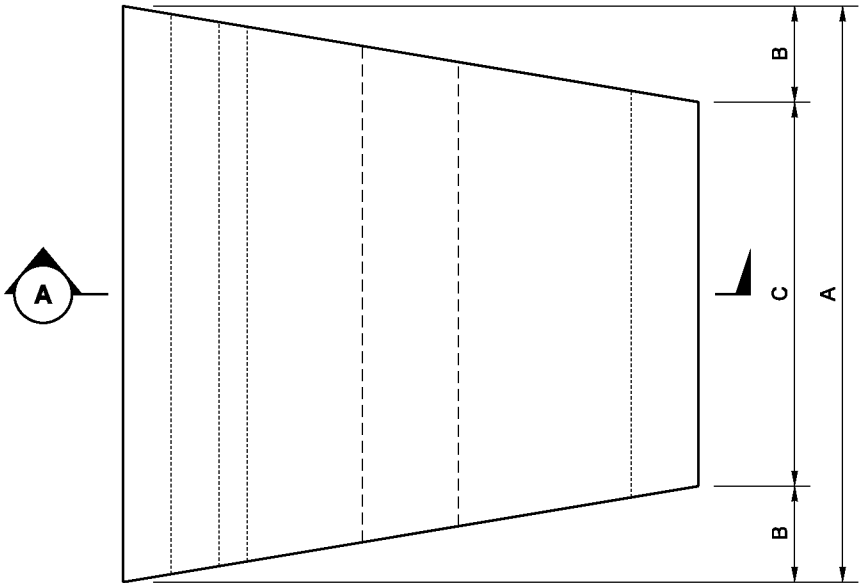
ISOMETRIC VIEWS



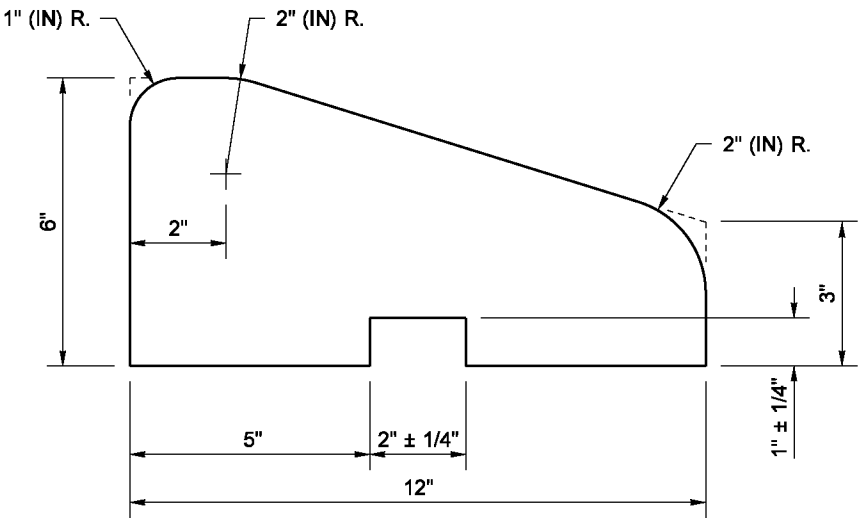
**PRECAST SLOPED
MOUNTABLE CURB**
STANDARD PLAN F-10.62-02

SHEET 1 OF 2 SHEETS

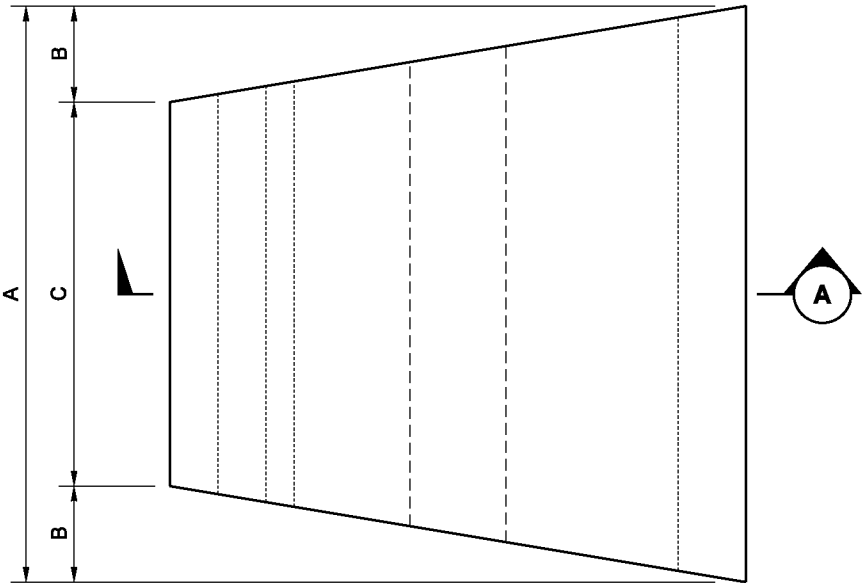
APPROVED FOR PUBLICATION



TOP VIEW
INSIDE RADIUS BLOCK



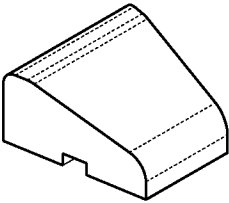
SECTION A



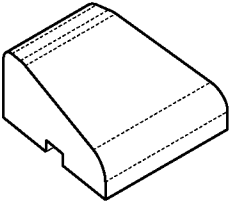
TOP VIEW
OUTSIDE RADIUS BLOCK

| CURB RADIUS TABLE | | | |
|-------------------|--------------------------------|-------------|-------------|
| CURB RADIUS | DIMENSION A | DIMENSION B | DIMENSION C |
| 3' | 12" | 2" | 8" |
| 4' TO 5' | 12" | 1 1/2" | 9" |
| 6' | 12" | 1" | 10" |
| 7' | 12" | 7/8" | 10 1/4" |
| 8' | 18" | 1 1/8" | 15 3/4" |
| 9' | 18" | 1" | 16" |
| 10' | 18" | 7/8" | 16 1/4" |
| 11' TO 13' | 18" | 3/4" | 16 1/2" |
| 14' TO 15' | 18" | 5/8" | 16 3/4" |
| 16' TO 17' | 24" | 3/4" | 22 1/2" |
| 18' TO 22' | 24" | 5/8" | 22 3/4" |
| 23' TO 29' | 24" | 1/2" | 23" |
| 30' TO 34' | 30" | 1/2" | 29" |
| 35' TO 48' | 30" | 3/8" | 29 1/4" |
| 49' TO 60' | 30" | 1/4" | 29 1/2" |
| OVER 60' | USE TANGENT BLOCK, SEE SHEET 1 | | |

THIS TABLE LISTS THE CALCULATED DIMENSIONS FOR CASTING BLOCKS SUITABLE FOR CONSTRUCTING VARIOUS CURB RADII. CURVED BLOCKS, OR BLOCKS WITH DIFFERENT DIMENSIONS MAY BE ACCEPTABLE WITH PRIOR APPROVAL OF THE ENGINEER.



INSIDE RADIUS BLOCK



OUTSIDE RADIUS BLOCK

ISOMETRIC VIEWS



**PRECAST SLOPED
MOUNTABLE CURB**
STANDARD PLAN F-10.62-02

SHEET 2 OF 2 SHEETS

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