

# Contract Provisions

For Construction of:

## 2023 ADA Barriers Removal

May 2023

CITY OF SAMMAMISH  
PUBLIC WORKS DEPARTMENT  
801 228<sup>TH</sup> AVENUE SE  
SAMMAMISH, WA 98075





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## **PART 1**

# **PROPOSAL INTRODUCTION**



# **INVITATION TO BID**

## **CITY OF SAMMAMISH 2023 ADA Barrier Removal**

Sealed proposals will be received by the City of Sammamish up to 10:00 a.m. (local time) on Tuesday June 13, 2023, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the *2023 ADA Barriers Removal Project*. Bids received after the time and date listed above will not be considered. Sealed proposals should be addressed to the following:

City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Attn: City Clerk

The work in this contract includes remediation of non-ADA compliant facilities within the City's following rights-of-way locations:

- Sidewalk Repairs between Pine Lake Middle School and 228<sup>th</sup> Ave SE
- Pine Lake Middle School (231<sup>st</sup> St) and Issaquah Pine Lake Rd
- RRFB modifications between Issaquah Pine Lake Rd and SE 32<sup>nd</sup> St

The retrofits and repairs will include removing and replacing existing concrete curb, concrete sidewalk, curb ramps, and asphalt pavement, and traffic control. Additional work includes modifying pedestrian push buttons, roadway striping and adjusting utilities in the curb and sidewalk.

The work shall be completed within thirty [30] working days after the commencement date stated in the Notice to Proceed. All bidding and construction shall be performed in compliance with the Contract Documents for this project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, Sammamish, Washington.

At 10:15 a.m. (local time) on Tuesday June 13, 2023, the proposals will be publicly opened and read aloud. Proposals are to be submitted only on the form provided with the Specifications. All Proposals must be accompanied by a certified check, cashier's check, money order, or bid bond payable to the "City of Sammamish" of value not less than five percent (5%) of the total amount bid.

The public opening will be broadcast via an online meeting and will not consist of an in-person bid opening. Information about how to enter the online bid opening will be provided on the City's project website at <http://www.sammamish.us/2023ADA> and on the Builder's Exchange project page.

Plans, Specifications, addenda, Bidders list, and plan holders list for this Project are available through the City of Sammamish's on-line plan room at [www.bxwa.com](http://www.bxwa.com). Click on "Posted Projects"; "Public Works", "City of Sammamish", and "Projects Bidding". Bidders are required to register in order to receive automatic e-mail notification of future addenda and to be placed on the Bidders List. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

Financing for this Project will be provided by the City of Sammamish. The City of Sammamish expressly reserves the right to reject any or all bids and to waive minor irregularities or informalities and to further make award of the Project to the lowest responsive, responsible bidder as it best serves the interest of the City.

The City of Sammamish, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Lita Hachey  
City Clerk

**DATES OF PUBLICATIONS**

**Daily Journal of Commerce:** Tuesday, May 30<sup>th</sup>, 2023, Tuesday, June 6<sup>th</sup>, 2023

**Seattle Times:** Tuesday, May 30<sup>th</sup>, 2023, Tuesday, June 6<sup>th</sup>, 2023

# **BIDDER'S CHECKLIST**

## **1. REQUIRED FORMS**

The Bidder shall submit the following forms as part of the proposal. The forms must be executed in full and submitted with the Proposal.

- \_\_\_\_\_ **Proposal**
- \_\_\_\_\_ **Schedule of Prices**
- \_\_\_\_\_ **Bid Security Form**
- \_\_\_\_\_ **Acknowledgement of Receipt of Addenda**
- \_\_\_\_\_ **Bidder Information and Signature**
- \_\_\_\_\_ **Non-Collusion and Debarment Affidavit**
- \_\_\_\_\_ **Minimum Wage Affidavit Form**
- \_\_\_\_\_ **Certification of Compliance with Wage Payment Statutes**

Every prime contract bidder shall submit with the bid or within one hour after the published bid submittal time, the names of subcontractors. (Only required if the project is expected to cost one million dollars or more.)

- \_\_\_\_\_ **List of Subcontractors**

The two lowest bidders shall submit the following forms within 48 hours after the bid opening. Failure to submit these forms may result in the Contracting Agency refusal to accept the Bid.

- \_\_\_\_\_ **Statement of Bidder's Qualifications**
- \_\_\_\_\_ **Responsible Bidder Criteria**

## **2. AGREEMENT FORMS**

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

- a. Agreement
- b. Performance Bond
- c. Labor and Material Payment Bond
- d. Certificate of Insurance
- e. Certificate of Builder's Risk "All Risk" Insurance
- f. City of Sammamish Business License

**PART 2**  
**PROPOSAL**

**PROPOSAL**

Honorable Mayor and Council  
City of Sammamish  
801 228<sup>th</sup> Avenue NE  
Sammamish, WA 98075

The work in this contract includes remediation of non-ADA compliant facilities within the City's following rights-of-way locations:

- Sidewalk Repairs between Pine Lake Middle School and 228<sup>th</sup> Ave SE
- Pine Lake Middle School (231<sup>st</sup> St) and Issaquah Pine Lake Rd
- RRFB modifications between Issaquah Pine Lake Rd and SE 32<sup>nd</sup> St

The retrofits and repairs will include removing and replacing existing concrete curb, concrete sidewalk, curb ramps, and asphalt pavement, and traffic control. Additional work includes modifying pedestrian push buttons, roadway striping and adjusting utilities in the curb and sidewalk.

All bidding and construction shall be performed in compliance with the Notice to Contractors, Bid Proposal, Plans, Specifications, and Contract for this project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, City of Sammamish, Washington.

It is understood herein that after the date and hour set for the opening of bids, no Bidder may withdraw its Proposal, unless the award of the Contract is delayed for a period exceeding sixty (60) consecutive calendar days.

The undersigned has examined the site(s), local conditions, Addenda, Contract Provisions, Plans, and all applicable laws and ordinances covering the Work contemplated. In accordance with the terms, provisions, and requirements of the foregoing, all of their respective terms and conditions are incorporated herein by this reference and the following unit and lump sum prices are tendered as an offer to perform the Work and furnish the equipment, materials, appurtenances, and guarantees, complete in place, in good working order.

The undersigned freely states that it is familiar with the provisions of the competitive bidding statutes of the State of Washington, and specifically the provisions of RCW Chapter 9.18, and certifies that with respect to this Proposal, there has been no collusion or understanding with any other person, persons, or corporation, to prevent or eliminate full and unrestricted competition among Bidders on this Project.

The undersigned agrees that in the event of contract award, it shall employ only Contractor and Subcontractors duly licensed by the State of Washington.

**PROPOSAL – Continued**

\_\_\_\_\_  
Print Contractor Name

The undersigned agrees that the Owner reserves the right to reject any or all bids and to waive any minor informalities.

The undersigned hereby agrees that the Owner reserves the right to award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner. The Owner will determine at the time of award of the Project which additives, if any, will be included in the Contract.

**The Basis for determining the low bidder shall be the lowest TOTAL BID.**

Total Bid:     \$ \_\_\_\_\_

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

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

I, the undersigned, 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 this project's bid solicitation date.

Very Truly Yours,

\_\_\_\_\_  
Print Company Name

\_\_\_\_\_  
By (Print Name)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Place of Execution Date

**SCHEDULE OF PRICES**

**NOTE:**

- Unit prices for all items, all extensions, and the total amount bid must be shown.
- The project must be in its entirety, including all bid items and any bid additive bid items as specifically listed in the Proposal, in order to be considered a responsive bid.
- Where conflict occurs between the unit price and the total amount named for any item the unit price shall prevail, and totals shall be corrected to conform thereto.
- All entries must be typed or printed and entered in ink. Award of the Contract shall be based on the lowest, responsive bid.

(Standard Specifications and Special Provision references shown are provided for information only to assist bidders in the preparation of their proposal. Bidders shall not rely on this information and must thoroughly examine the contract requirements during the preparation of their proposal.)

**Bid Schedule**

Item No.	Section	Description	Qty	Unit	Unit Cost	Totals
<b>GENERAL</b>						
1	1-04	Minor Change	1	EST	\$25,000.00	\$25,000.00
2	1-05	Construction Surveying	1	LS		
3	1-05	ADA Features Surveying	1	LS		
4	1-09	Mobilization	1	LS		
5	1-10	Project Temporary Traffic Control	1	LS		
<b>SITE DEMOLITION/CLEARING</b>						
6	SP 2-02	Removal of Structures and Obstruction	1	LS		
7	SP 2-03	Roadway Excavation Incl. Haul	1	LS		
8	8-01	Erosion Control and Water Pollution Prevention	1	LS		
9	8-01	Inlet Protection	7	EA		

\_\_\_\_\_



**PROPOSAL – Continued**

\_\_\_\_\_ Print Contractor Name

<b>SITE CIVIL</b>						
10	4-04	Crushed Surfacing Top Course	50	TN		
11	4-04	Crushed Surfacing Base Course	40	TN		
12	SP 5-04	Commercial HMA	20	TN		
13	SP 8-02	Landscape Restoration	1	LS		
14	8-04	Cement Conc. Curb and Gutter	320	LF		
15	8-04	Cement Conc. Pedestrian Curb	190	LF		
16	SP 8-14	Cement Conc. Sidewalk	330	SY		
17	8-14	Detectable Warning Surface	170	SF		
18	SP 8-20	Modify Existing Traffic Signal and RRFB Systems, Complete	1	LS		
19	8-22	Plastic Crosswalk Line	700	SF		
20	8-22	Plastic 8" Edge Line	30	LF		
21	8-22	Plastic Stop Line	170	SF		
<b>SITE UTILITIES</b>						
22	SP 1-07	Resolution of Utility Conflicts	1	EST	\$7,500.00	\$7,500.00

TOTAL BID.....\$ \_\_\_\_\_

**Bid Summary:**

TOTAL BID: \$ \_\_\_\_\_

*\*Note: Contractor is advised to be familiar with Washington State Revenue Rule 171 as no separate, distinct sales tax monies will be reimbursed to the Contractor. See Special Provisions 1-07.2. Unit prices for all items, all extensions and the total amount of bid must be shown. All entries must be typed or entered in ink.*

**BID SECURITY FORM**

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

Sign here \_\_\_\_\_

Know All Men by These Presents:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Sammamish, 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 \_\_\_\_\_ 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 the 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

Received return of deposit in the sum of \$ \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Contract Documents:

Addendum No.	Date of Receipt	Signature
1		
2		
3		
4		
5		
6		

**NOTE:**

Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and the City reserves the right to determine whether the Bid will be disqualified.

**BIDDER INFORMATION AND SIGNATURE**

The Bidder proposes to accept as full payment for the Work proposed herein, the amount computed under the provisions of the Contract Provisions. The undersigned Bids for the following described Project:

**2023 ADA Barriers Removal**

The party by whom this Bid is submitted and by whom the Contract will be entered into, in the event the award is made to this party, is:

\_\_\_\_\_  
Contractor (Firm Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name (Print) & Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Contractor's Washington State  
License Number

\_\_\_\_\_  
(Indicate whether contractor is  
partnership, joint venture, corporation, or  
sole proprietorship)\*

\*If Bidder is a corporation, write State of Incorporation under signature. If partnership, give full names of all partners.

The name of the President, Treasurer, and/or Manager of the Bidding corporation, or the names of all persons and parties interested in this Bid as partners or principals, are as follows:

Name	Address

**PROPOSAL – Continued**

\_\_\_\_\_  
Print Contractor Name

IF SOLE PROPRIETOR OR PARTNERSHIP

IN WITNESS hereto, the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

IF CORPORATION

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be  
executed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Attest:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Secretary

by \_\_\_\_\_

\_\_\_\_\_  
Title

Sworn to me before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of  
Washington Residing at

\_\_\_\_\_

**NOTES:**

If the Bidder is a co-partnership, give firm name under which business is transacted;  
Proposal must be executed by a partner. If the Bidder is a corporation, Proposal must  
be executed in the corporate name by the president or vice-president (or any other  
corporate officer accompanied by evidence of authority to sign).

**PROPOSAL – Continued**

\_\_\_\_\_  
Print Contractor Name

**NON-COLLUSION AND DEBARMENT AFFIDAVIT**

\* STATE OF WASHINGTON )  
 )  
\*\* COUNTY OF \_\_\_\_\_)

I, the undersigned, an authorized representative of \_\_\_\_\_, being first duly sworn on oath do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

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

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

\_\_\_\_\_  
2023 ADA Barriers Removal

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Bidder's Firm

\_\_\_\_\_  
Signature of Authorized Representative of Bidder

\_\_\_\_\_  
Printed Name of Authorized Representative of Bidder

\_\_\_\_\_  
Date

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State  
of Washington residing at \_\_\_\_\_  
Notary (print): \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**NOTE:**

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

- \* A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive order 12549..." (49 CFR Part 29 Section 29.215).
- \* If notarization of proposal takes place outside of Washington State, DELETE WASHINGTON, and enter appropriate State.
- \*\* Fill in county where notarization of proposal takes place.



**CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT  
STATUTES**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (July 19, 2022), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_

If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



**SUBCONTRACTOR LIST**

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

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

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

Work to be Performed \_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_ State Contractor's License No \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_ State Contractor's License No \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_ State Contractor's License No \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_ State Contractor's License No \_\_\_\_\_

\*Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc., are considered electrical equipment and therefore considered part of the electrical work, even if the installation is for future use and not wiring or electrical current is connected during the project.

**STATEMENT OF BIDDER'S QUALIFICATIONS**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contact Person for this Project: \_\_\_\_\_

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

Gross dollar amount of work currently under contract: \_\_\_\_\_

Gross dollar amount of contracts currently not completed: \_\_\_\_\_

General character of work performed by the firm: \_\_\_\_\_

List all of the projects over one-hundred thousand dollars total of a similar nature which have been completed by the Contractor within the last five (5) years and the gross dollar amount of each project, together with the Owner's name and phone number, and the Engineer's name.

<b>Project Name</b>	<b>Amount</b>	<b>Owner</b>	<b>Phone</b>	<b>Engineer's Name</b>

**PROPOSAL – Continued**

\_\_\_\_\_  
Print Contractor Name

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Bank Reference: \_\_\_\_\_

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

\_\_\_\_\_

Identify who will be the general superintendent or project superintendent on this Project and list the number of years with the firm.

\_\_\_\_\_

Have you changed bonding company within the last three (3) years? \_\_\_\_\_

If so, why? \_\_\_\_\_

\_\_\_\_\_

Have you ever been sued or engaged in arbitration by the Owner or have you ever sued or demanded arbitration from an Owner on any public works contract for a special utility district, private utility company, municipality, county or state

government? \_\_\_\_\_ For what reason? \_\_\_\_\_

\_\_\_\_\_

Disposition of case, if settled: \_\_\_\_\_

Do you have any outstanding payments due to the Department of Revenue? \_\_\_\_\_

If yes, explain: \_\_\_\_\_

Bidder agrees that the Owner shall retain the right to obtain any and all credit reports.

Yes: \_\_\_\_\_ No \_\_\_\_\_

**RESPONSIBLE BIDDER CRITERIA**

In accordance with RCW 39.04, before award of a Public Works Contract, a Bidder must meet the following responsibility criteria to be considered a responsible Bidder and qualified to be awarded a Public Works Project. The Bidder must:

1. At the time of Bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW
2. Have a current state unified business identifier (UBI) number
3. If applicable, have industrial insurance coverage for the Bidder’s employees working Washington as required in Title 51 RCW
4. If applicable, have an employment security department number as required in Title 50 RCW
5. If applicable, have a state excise tax registration number as required in Title 82 RCW
6. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3)

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors, Verification shall include that each Subcontractor, at the time of Subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must include every Public Works Contract and subcontract of every tier.

Providing the following information is **MANDATORY** in order to meet “Responsible Bidder” requirements. Failure to provide this information may disqualify your Bid as being “**Non-Responsive**”. *If your business is not required to have one of the following numbers, provide an explanation.*

1. State of Washington Contractor Registration No. \_\_\_\_\_
2. State of Washington Unified Business Identifier No. \_\_\_\_\_
3. Employment Security Department No. \_\_\_\_\_
4. State Excise Tax Registration No. \_\_\_\_\_
5. Is the payment of Worker’s Compensation (Industrial Insurance) Premiums current? If your business does not have a Worker’s Comp account with the WA State Dept. of Labor & Industry please explain why.  
 Yes  
 No (If No, you are not eligible to bid on this project  
 No Account – Explain why: \_\_\_\_\_
6. Are you disqualified from Bidding on Public Works Projects in the State of Washington?  
 Yes (If Yes, you are not eligible to Bid on this Project)  
 No

**PART 3**

**CONTRACT DOCUMENT FORMS**

## AGREEMENT

This agreement by and between the City of Sammamish, Washington, a municipal corporation of the State of Washington, hereinafter referred to as the "Owner", and \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as the "Contractor", witnesseth that in accordance with the terms and conditions of this Contract awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the parties agree as follows:

**SECTION 1.** That the Contractor shall do or cause to be done all work and shall furnish or cause to be furnished all tools, materials, equipment, and labor necessary to construct

in accordance with and as described in the bid submittal as attached to this executed contract, on file with the City Clerk, for the following awarded contract price which includes Washington State Sales and/or Use Tax:

**Awarded Contract Price \$** \_\_\_\_\_

The Contractor shall provide and bear the expense of all equipment, material, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the contract documents as furnished by the Owner.

**SECTION 2.** The parties shall be bound by the Constitution and Laws of the State of Washington, and the Ordinances, Rules and Regulations of the City of Sammamish, and by all applicable federal laws and government regulations, which provisions are incorporated by reference herein.

For the convenience of the parties of this Contract, it is mutually agreed that any claims or causes of action which the Contractor has against the Owner arising from this contract shall be brought within 180 calendar days from the completion date of the contract. It is further agreed by the parties that any such claims, disputes, or causes of action which cannot be resolved pursuant to the procedures set forth in the contract documents shall be brought only in the Superior Court of King County. The parties understand and agree that the Contractor's failure to bring suit within the time period provided shall be a complete bar to any such claims or causes of action.

By this reference, the provisions of the Washington State Department of Transportation and APWA Standard Specifications for Road, Bridge and Municipal Construction (including

but not limited to the General Requirements section), as revised, supplemented or replaced by contract documents, shall apply to this project, which is the subject of this contract

**SECTION 3.** The Contractor shall comply with the indemnification and insurance requirements as identified in the Special Provisions, 1-07.18 - Insurance. The Contractor shall submit a Certificate of Insurance, naming the City of Sammamish as additional insured, that meets the requirements identified in Special Provision 1-07.18 at the time the Contractor returns the signed contract to the Owner.

**SECTION 4.** The payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW are hereby incorporated into this agreement.

**SECTION 5.** In accordance with Chapter 39.12 RCW and the contract documents, the Contractor shall pay, or cause to be paid to persons employed on or in connection with this work, not less than the prevailing rate of wage for an hour's work specified for the labor performed.

**SECTION 6.** The Contractor shall complete and submit to the Department of Labor and Industries, the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" forms. The "Statement of Intent to Pay Prevailing Wages" form(s) is required to be submitted to, and approved by, the State prior to the release of any payment. The "Affidavit of Wages Paid" form(s) is required to be submitted to, and approved by, the State prior to the release of any retainage.

**SECTION 7. Title VI Compliance**

(Appendix A – Title VI Assurances)

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

- A. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment

practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



(Appendix E – Title VI Assurances)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**SECTION 8.** The Contractor shall begin the work in the contract immediately after written Notice to Proceed has been issued to said Contractor by the Owner, and to carry said work on regularly and without interruption thereafter (unless the Owner shall otherwise, in writing, specifically direct) with such forces as to complete said work within

after such notice to begin work, the time of beginning, rate of progress, and time of completion being essential and material provisions of the Contract.

**SECTION 9.** The Owner agrees to employ the Contractor to complete the work in accordance with the attached bid submittal and agrees to pay for the same according to the schedule of prices listed in the bid submittal form, at the time and in the manner and upon the conditions provided for in the Contract.

The Contractor shall inform all subcontractors who work on the project named in Section 1 of this Agreement of the manner and method of payment and the manner and method of measuring or computing the quantities of subcontracted work.

**SECTION 10.** The Contractor on behalf of his or her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants to which the Contractor is obligated under the terms of the contract.

**SECTION 11.** It is further provided that no liability shall attach to the Owner by reason of entering into this contract except as expressly provided herein.

**SECTION 12.** In the event of violation of any of these covenants or any provisions thereof, payment due from the Owner for any work done under the contract may be withheld until full

compliance therewith; that the work may be stopped or, at the discretion of the Owner the contract may be canceled and forfeited.

**SECTION 13.** Solely with respect to claims for indemnification under this contract, the Contractor waives, as to the Owner only, its immunity under Title 51 RCW. This Section has been negotiated by the parties as indicated by their initials below:

Contractor: \_\_\_\_\_ Owner: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective as of the day and year first above written.

**OWNER: CITY OF SAMMAMISH**

\_\_\_\_\_  
**By (Print Name):**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**CONTRACTOR NAME:** \_\_\_\_\_

\_\_\_\_\_  
**By (Print Name):**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

For Office Use Only

Received by:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

Received by:

\_\_\_\_\_  
Contract Administrator

\_\_\_\_\_  
Date

**BARS #**

Approved as to form  
Kari Sand  
City Attorney  
March 19, 2022

**Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

or

**Employer identification number**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** This must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part I, later.

Sign Here signature of U.S. person Date

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**CONTRACT NUMBER**



801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075  
Phone: 425-295-0500 • Fax: 425-295-0600  
[www.sammamish.us](http://www.sammamish.us)

## LABOR AND MATERIAL PAYMENT BOND

We \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to CITY OF SAMMAMISH (hereinafter called the Owner) for payment of the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States in connection with the owner's award to the Contractor of the contract for construction ("Contract") of the following project:

### 2023 ADA Barriers Removal Project

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, and pay all laborers, mechanics, and subcontractors and materialmen, taxing authorizes and all persons who supply such person or persons or subcontractors with material, equipment and supplies for the carrying on of such work, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall be in force until completion of the Project and acceptance by the Owner, and also for such period thereafter during which the law allows claims to be filed and sued upon.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth herein.

Surety agrees that no change, extension of time, modifications or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner reasonable attorney's fees incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

**CONTRACT NUMBER**

Executed in four original counterparts on \_\_\_\_\_, 20\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

\_\_\_\_\_

(Title)

(Attach acknowledgment of authorized representative of Contractor).

\_\_\_\_\_ (Name and Address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Name and Address of Surety's agent for service of process in Washington if different from above)

\_\_\_\_\_ (Telephone No. of Surety's Washington agent)

(Attach acknowledgment)

\_\_\_\_\_ Surety

By \_\_\_\_\_

Its Attorney-in-fact

*Notice: Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.*

**CONTRACT NUMBER**



801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075  
Phone: 425-295-0500 • Fax: 425-295-0600  
[www.sammamish.us](http://www.sammamish.us)

**CONTRACTOR'S RETAINAGE AGREEMENT**

**IDENTIFICATION AND DESCRIPTION**

Project Title: **2023 ADA Barriers Removal Project**

Contractor: \_\_\_\_\_

Representative: \_\_\_\_\_

Bid No.: \_\_\_\_\_ Date: \_\_\_\_\_ City \_\_\_\_\_

Clerk: \_\_\_\_\_

City Council Award Date: \_\_\_\_\_

**CONTRACTOR'S INSTRUCTIONS**

Pursuant to R.C.W. 60.28.01 0 I hereby notify the City of Sammamish of my instructions to:

invest  not to invest the retainage withheld under the terms of this contract.

Type of Investment: \_\_\_\_\_

**RETAINAGE FORMULA**

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

1. All investments selected are subject to City approval.
2. Retainage under this agreement will be held in escrow by the \_\_\_\_\_, the terms of which are specified by separate escrow agreement. The cost of the investment program is to be borne entirely by the contractor.
3. The final disposition of the contract retainage will be made in accordance with applicable statutes.

Contractor: \_\_\_\_\_ Date \_\_\_\_\_

Firm Name

By \_\_\_\_\_

Title \_\_\_\_\_

Signature

Address: \_\_\_\_\_

**CITY APPROVAL**

Approval of Investment Program and Retainage Agreement

Phone: \_\_\_\_\_

Finance Department \_\_\_\_\_

Date \_\_\_\_\_

Federal ID #: \_\_\_\_\_



**CONTRACT NUMBER**



801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075  
Phone: 425-295-0500 • Fax: 425-295-0600  
[www.sammamish.us](http://www.sammamish.us)

**PERFORMANCE BOND TO THE CITY OF SAMMAMISH**

We, the undersigned \_\_\_\_\_ as  
principal, and \_\_\_\_\_ corporation organized and  
existing under the laws of the State of \_\_\_\_\_ as a surety corporation, and qualified  
under the laws of the State of Washington to become surety upon bonds of contractors with municipal  
corporations, as surety are jointly and severally held and  
firmly bound to the City of Sammamish in the penal sum of \$\_\_\_\_\_ for the payment of  
which sum on demand we bind ourselves and our successors, heirs, administrators or person  
representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinance of the  
City of Sammamish.

Dated at \_\_\_\_\_, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to Public Works Construction Contract \_\_\_\_\_ providing for  
construction of **2023 ADA Barriers Removal Project** the principal is required to furnish a bond for the faithful  
performance of the contract; and  
WHEREAS, the principal has accepted, or is about to accept, the contract, and undertake to perform the  
work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said \_\_\_\_\_ shall faithfully  
perform all of the provisions of said contract in the manner and within the time therein set forth, or within  
such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics,  
subcontractors and material-men, and all persons who shall supply said principal or subcontractors with  
provisions and supplies for the carrying on of said work, and shall hold said City of Sammamish harmless  
from any loss or damage occasioned to any person or property by reason of any carelessness or negligence  
on the part of said principal, or any subcontractor in the performance of said work, and shall indemnify and  
hold the City of Sammamish harmless from any damage or expense by reason of failure of performance as  
specified in said contract or from defects appearing or developing in the operation of any mechanical or  
electrical equipment and related components provided under such contract within a period of (2) two years  
a after its acceptance thereof by the City of Sammamish, then his obligation shall become null and void,  
otherwise it shall be and remain in full force. Customary trade warranties or guarantees on electrical and  
mechanical equipment shall be assigned to the City of Sammamish.

\_\_\_\_\_  
Principal  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Title



## **PART 4**

# **SPECIAL PROVISIONS**

# **CITY OF SAMMAMISH**

## **SPECIAL PROVISIONS**

### **BID DOCUMENT**



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SPECIAL PROVISIONS

**DIVISION 1  
GENERAL REQUIREMENTS**

**DESCRIPTION OF WORK**

*(March 13, 1995, WSDOT GSP)*

This Contract provides for the improvement of ADA ramp and other barriers along pedestrian access routes within road rights-of-way. The retrofits and repairs will include removing and replacing existing concrete curb, concrete sidewalk, curb ramps, and asphalt pavement, and traffic control. Additional work includes modifying pedestrian push buttons, modifying an RRFB system, roadway striping and adjusting utilities in the curb and sidewalk and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

**1-01 DEFINITIONS AND TERMS**

**1-01.3 Definitions**

*(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.

## SPECIAL PROVISIONS

1  
2 Supplement this Section with the following:  
3

4 All references in the Standard Specifications or WSDOT General Special Provisions, to the  
5 terms "Department of Transportation", "Washington State Transportation Commission",  
6 "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State  
7 Treasurer" shall be revised to read "Contracting Agency".  
8

9 All references to the terms "State" or "state" shall be revised to read "Contracting Agency"  
10 unless the reference is to an administrative agency of the State of Washington, a State statute  
11 or regulation, or the context reasonably indicates otherwise.  
12

13 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency  
14 designated location".  
15

16 All references to "final contract voucher certification" shall be interpreted to mean the  
17 Contracting Agency form(s) by which final payment is authorized, and final completion and  
18 acceptance granted.  
19

### 20 **Additive**

21 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,  
22 which may, at the discretion of the Contracting Agency, be awarded in addition to the base  
23 bid.  
24

### 25 **Alternate**

26 One of two or more units of work or groups of bid items, identified separately in the Bid  
27 Proposal, from which the Contracting Agency may make a choice between different methods  
28 or material of construction for performing the same work.  
29

### 30 **Business Day**

31 A business day is any day from Monday through Friday except holidays as listed in Section  
32 1-08.5.  
33

### 34 **Contract Bond**

35 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond  
36 form(s) are required by the Contract Documents, which may be a combination of a Payment  
37 Bond and a Performance Bond.  
38

### 39 **Contract Documents**

40 See definition for "Contract".  
41

### 42 **Contract Time**

43 The period of time established by the terms and conditions of the Contract within which the  
44 Work must be physically completed.  
45

### 46 **Notice of Award**

47 The written notice from the Contracting Agency to the successful Bidder signifying the  
48 Contracting Agency's acceptance of the Bid Proposal.  
49

SPECIAL PROVISIONS

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

5  
6 **Traffic**  
7 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and  
8 equestrian traffic.

9  
10 **1-02 BID PROCEDURES AND CONDITIONS**

11 **1-02.1 Prequalification of Bidders**

12 *(January 24, 2011 APWA GSP)*  
13

14 Delete this Section and replace it with the following:

15 **1-02.1 Qualifications of Bidder**

16 *(January 24, 2011 APWA GSP)*  
17

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

21 **1-02.2 Plans and Specifications**

22 *(June 27, 2011 APWA GSP)*  
23

24 Delete this section and replace it with the following:

25  
26 Information as to where Bid Documents can be obtained or reviewed can be found in the Call  
27 for Bids (Advertisement for Bids) for the work.

28  
29 After award of the contract, plans and specifications will be issued to the Contractor at no  
30 cost as detailed below:  
31

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	N/A	Furnished only upon request.

32  
33 Additional plans and Contract Provisions may be obtained by the Contractor from the source  
34 stated in the Call for Bids, at the Contractor's own expense.

SPECIAL PROVISIONS

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

The first sentence of the ninth paragraph, beginning with “Any 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 3 business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

**1-02.5 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.

## SPECIAL PROVISIONS

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

2  
3 A bid by a corporation shall be executed in the corporate name, by the president or a vice  
4 president (or other corporate officer accompanied by evidence of authority to sign).

5  
6 A bid by a partnership shall be executed in the partnership name, and signed by a partner. A  
7 copy of the partnership agreement shall be submitted with the Bid Form if any UDBE  
8 requirements are to be satisfied through such an agreement.

9  
10 A bid by a joint venture shall be executed in the joint venture name and signed by a member  
11 of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid  
12 Form if any UDBE requirements are to be satisfied through such an agreement.

13 *(August 2, 2004, WSDOT GSP)*

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

### 15 **1-02.7 Bid Deposit**

16 *(March 8, 2013 APWA GSP)*

17  
18 Supplement this section with the following:

19  
20 Bid bonds shall contain the following:

- 21  
22 1. Contracting Agency-assigned number for the project;  
23 2. Name of the project;  
24 3. The Contracting Agency named as obligee;  
25 4. The amount of the bid bond stated either as a dollar figure or as a percentage which  
26 represents five percent of the maximum bid amount that could be awarded;  
27 5. Signature of the bidder's officer empowered to sign official statements. The signature of  
28 the person authorized to submit the bid should agree with the signature on the bond, and  
29 the title of the person must accompany the said signature;  
30 6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

31  
32 If so stated in the Contract Provisions, bidder must use the bond form included in the Contract  
33 Provisions.

34  
35 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

### 36 37 **1-02.9 Delivery of Proposal**

38 *(Special Provision)*

*Supplement*

39  
40 Delete this section and replace it with the following:

41  
42 Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project  
43 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as  
44 otherwise required in the Bid Documents, to ensure proper handling and delivery.

45  
46 Supplemental bid information submitted after the proposal submittal but within 48 hours of the  
47 time and date the proposal is due, the document(s) shall be submitted as follows:

## SPECIAL PROVISIONS

1. By e-mail to the following e-mail address: jgrueber@sammamish.us

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

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" that is received after the time specified above, or received in a location other than that specified above.

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 in its entirety, 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;

## SPECIAL PROVISIONS

- 1           b.       The authorized Proposal form furnished by the Contracting Agency is not used or  
2                   is altered;
- 3           c.       The completed Proposal form contains any unauthorized additions, deletions,  
4                   alternate Bids, or conditions;
- 5           d.       The Bidder adds provisions reserving the right to reject or accept the award, or  
6                   enter into the Contract;
- 7           e.       A price per unit cannot be determined from the Bid Proposal;
- 8           f.       The Proposal form is not properly executed;
- 9           g.       The Bidder fails to submit or properly complete a subcontractor list (WSDOT  
10                   Form 271-015), if applicable, as required in Section 1-02.6;
- 11          h.       The Bidder fails to submit or properly complete a Disadvantaged Business  
12                   Enterprise Certification (WSDOT Form 272-056), if applicable, as required in  
13                   Section 1-02.6;
- 14          i.       The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from  
15                   each DBE firm listed on the Bidder's completed DBE Utilization Certification that  
16                   they are in agreement with the bidder's DBE participation commitment, if  
17                   applicable, as required in Section 1-02.6, or if the written confirmation that is  
18                   submitted fails to meet the requirements of the Special Provisions;
- 19          j.       The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as  
20                   required in Section 1-02.6, or if the documentation that is submitted fails to  
21                   demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- 22          k.       The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if  
23                   applicable, as required in Section 1-02.6, or if the documentation that is  
24                   submitted fails to meet the requirements of the Special Provisions;
- 25          l.       The Bidder fails to submit DBE Trucking Credit Forms (WSDOT Form 272-058),  
26                   if applicable, as required in Section 1-02.6, or if the documentation that is  
27                   submitted fails to meet the requirements of the Special Provisions;
- 28          m.       The Bid Proposal does not constitute a definite and unqualified offer to meet the  
29                   material terms of the Bid invitation; or
- 30          n.       More than one Proposal is submitted for the same project from a Bidder under  
31                   the same or different names.
- 32
- 33       2.       A Proposal may be considered irregular and may be rejected if:
  - 34           a.       The Proposal does not include a unit price for every Bid item;
  - 35           b.       Any of the unit prices are excessively unbalanced (either above or below the  
36                   amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - 37           c.       Receipt of Addenda is not acknowledged;
  - 38           d.       A member of a joint venture or partnership and the joint venture or partnership  
39                   submit Proposals for the same project (in such an instance, both Bids may be  
40                   rejected); or
  - 41           e.       If Proposal form entries are not made in ink.
- 42

### 1-02.14    **Disqualification of Bidders** (May 17, 2018 APWA GSP, Option A)

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.



## SPECIAL PROVISIONS

1 The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility  
2 criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency  
3 reserves the right to request documentation as needed from the Bidder and third parties  
4 concerning the Bidder's compliance with the mandatory bidder responsibility criteria.  
5

6 If the Contracting Agency determines the Bidder does not meet the mandatory bidder  
7 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the  
8 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If  
9 the Bidder disagrees with this determination, it may appeal the determination within two (2)  
10 business days of the Contracting Agency's determination by presenting its appeal and any  
11 additional information to the Contracting Agency. The Contracting Agency will consider the  
12 appeal and any additional information before issuing its final determination. If the final  
13 determination affirms that the Bidder is not responsible, the Contracting Agency will not  
14 execute a contract with any other Bidder until at least two business days after the Bidder  
15 determined to be not responsible has received the Contracting Agency's final determination.

### 16 **1-02.15 Pre Award Information**

17 *(December 30, 2022 APWA GSP)*

18  
19 Revise this section to read:

20  
21 Before awarding any contract, the Contracting Agency may require one or more of these items  
22 or actions of the apparent lowest responsible bidder:

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

### 34 35 **1-03 AWARD AND EXECUTION OF CONTRACT**

#### 36 **1-03.1 Consideration of Bids**

37 *(December 30, 2022 APWA GSP)*

38  
39 Revise the first paragraph to read:

40  
41 After opening and reading proposals, the Contracting Agency will check them for correctness  
42 of extensions of the prices per unit and the total price. If a discrepancy exists between the  
43 price per unit and the extended amount of any bid item, the price per unit will control. If a  
44 minimum bid amount has been established for any item and the bidder's unit or lump sum  
45 price is less than the minimum specified amount, the Contracting Agency will unilaterally  
46 revise the unit or lump sum price, to the minimum specified amount and recalculate the  
47 extension. The total of extensions, corrected where necessary, including sales taxes where

## SPECIAL PROVISIONS

1 applicable and such additives and/or alternates as selected by the Contracting Agency, will be  
2 used by the Contracting Agency for award purposes and to fix the Awarded Contract Price  
3 amount and the amount of the contract bond.

### 4 **1-03.3 Execution of Contract** 5 *(January 19, 2022 APWA GSP)*

6  
7 Revise this section to read:

8  
9 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the  
10 successful Bidder shall provide the information necessary to execute the Contract to the  
11 Contracting Agency. The Bidder shall send the contact information, including the full name,  
12 email address, and phone number, for the authorized signer and bonding agent to the  
13 Contracting Agency.

14  
15 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available  
16 for signature by the successful bidder on the first business day following award. The number  
17 of copies to be executed by the Contractor will be determined by the Contracting Agency.

18  
19 Within 10 calendar days after the award date, the successful bidder shall return the signed  
20 Contracting Agency-prepared contract, an insurance certification as required by Section 1-  
21 07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage  
22 form for the Construction Stormwater General Permit with sections I, III, and VIII completed  
23 when provided. Before execution of the contract by the Contracting Agency, the successful  
24 bidder shall provide any pre-award information the Contracting Agency may require under  
25 Section 1-02.15.

26  
27 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting  
28 Agency nor shall any work begin within the project limits or within Contracting Agency-  
29 furnished sites. The Contractor shall bear all risks for any work begun outside such areas and  
30 for any materials ordered before the contract is executed by the Contracting Agency.

31  
32 If the bidder experiences circumstances beyond their control that prevents return of the  
33 contract documents within the calendar days after the award date stated above, the  
34 Contracting Agency may grant up to a maximum of 10 additional calendar days for return of  
35 the documents, provided the Contracting Agency deems the circumstances warrant it.

### 36 **1-03.4 Contract Bond** 37 *(July 23, 2015 APWA GSP)*

38  
39 Delete the first paragraph and replace it with the following:

40  
41 The successful bidder shall provide executed payment and performance bond(s) for the full  
42 contract amount. The bond may be a combined payment and performance bond; or be  
43 separate payment and performance bonds. In the case of separate payment and performance  
44 bonds, each shall be for the full contract amount. The bond(s) shall:

- 45  
46 1. Be on Contracting Agency-furnished form(s);  
47 2. Be signed by an approved surety (or sureties) that:  
48 a. Is registered with the Washington State Insurance Commissioner, and

## SPECIAL PROVISIONS

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

### 24 **1-03.7 Judicial Review**

25 *(December 30, 2022 APWA GSP)*

26  
27 Revise this section to read:

28  
29 All decisions made by the Contracting Agency regarding the Award and execution of the

30 Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted

31 under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the

32 county where the Contracting Agency headquarters is located, provided that where an action

33 is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

### 34 **1-04 SCOPE OF WORK**

#### 35 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**

36 **Specifications, and Addenda**

37 *(December 30, 2022 APWA GSP)*

38  
39 Revise the second paragraph to read:

40  
41 Any inconsistency in the parts of the contract shall be resolved by following this order of

42 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 43        1. Addenda,
- 44        2. Proposal Form,
- 45        3. Special Provisions,
- 46        4. Contract Plans,
- 47        5. Standard Specifications,
- 48        6. Contracting Agency's Standard Plans or Details (if any), and

## SPECIAL PROVISIONS

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

### **1-04.4 Changes**

#### **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 \$10,000 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.

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

Revise the first paragraph to read:

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

### **1-05 CONTROL OF WORK**

#### **1-05.4 Conformity With And Deviations From Plans And Stakes**

Section 1-05.4 is supplemented with the following:

*(April 2, 2018, WSDOT GSP, OPT4.GR1)*

##### **Contractor Surveying – ADA Features** **ADA Feature Staking Requirements**

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, and grades necessary for the construction of the ADA features. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. The Contractor shall build the ADA features within the specifications in the Standard Plans and contract documents.

##### **ADA Feature As-Built Measurements**

The Contractor shall be responsible for providing electronic As-Built records of all ADA feature improvements completed in the Contract.

## SPECIAL PROVISIONS

1  
2 The survey work shall include but not be limited to completing the measurements,  
3 recording the required measurements and completing other data fill-ins found on the  
4 ADA Measurement Forms, and transmitting the electronic Forms to the Engineer. The  
5 ADA Measurement Forms are found at the following website location:  
6

7 <https://wsdot.wa.gov/engineering-standards/design-topics/design-ada>  
8

9 In the instance where an ADA Feature does not meet accessibility requirements, all work  
10 to replace non-conforming work and then to measure, record the as-built measurements,  
11 and transmit the electronic Forms to the Engineer shall be completed at no additional  
12 cost to the Contracting Agency, as ordered by the Engineer.  
13

### **Payment**

14 Payment will be made for the following bid item that is included in the Proposal:  
15  
16

17 "ADA Features Surveying", lump sum.  
18

19 The unit Contract price per lump sum for "ADA Features Surveying" shall be full pay for all  
20 the Work as specified.  
21

### **1-05.7 Removal of Defective and Unauthorized Work**

22  
23 *(October 1, 2005 APWA GSP)*  
24

25 This section is supplemented with the following:  
26

27 If the Contractor fails to remedy defective or unauthorized work within the time specified in a  
28 written notice from the Engineer, or fails to perform any part of the work required by the  
29 Contract Documents, the Engineer may correct and remedy such work as may be identified  
30 in the written notice, with Contracting Agency forces or by such other means as the  
31 Contracting Agency may deem necessary.  
32

33 If the Contractor fails to comply with a written order to remedy what the Engineer determines  
34 to be an emergency situation, the Engineer may have the defective and unauthorized work  
35 corrected immediately, have the rejected work removed and replaced, or have work the  
36 Contractor refuses to perform completed by using Contracting Agency or other forces. An  
37 emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy  
38 could be potentially unsafe, or might cause serious risk of loss or damage to the public.  
39

40 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
41 remedying defective or unauthorized work, or work the Contractor failed or refused to perform,  
42 shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due,  
43 or to become due, the Contractor. Such direct and indirect costs shall include in particular, but  
44 without limitation, compensation for additional professional services required, and costs for  
45 repair and replacement of work of others destroyed or damaged by correction, removal, or  
46 replacement of the Contractor's unauthorized work.  
47

48 No adjustment in contract time or compensation will be allowed because of the delay in the  
49 performance of the work attributable to the exercise of the Contracting Agency's rights  
50 provided by this Section.

## SPECIAL PROVISIONS

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

### 4 **1-05.11 Final Inspection**

5  
6 Delete this section and replace it with the following:  
7

### 8 **1-05.11 Final Inspections and Operational Testing**

9 *(October 1, 2005 APWA GSP)*

### 10 11 **1-05.11(1) Substantial Completion Date**

12  
13 When the Contractor considers the work to be substantially complete, the Contractor shall so  
14 notify the Engineer and request the Engineer establish the Substantial Completion Date. The  
15 Contractor's request shall list the specific items of work that remain to be completed in order  
16 to reach physical completion. The Engineer will schedule an inspection of the work with the  
17 Contractor to determine the status of completion. The Engineer may also establish the  
18 Substantial Completion Date unilaterally.

19  
20 If, after this inspection, the Engineer concurs with the Contractor that the work is substantially  
21 complete and ready for its intended use, the Engineer, by written notice to the Contractor, will  
22 set the Substantial Completion Date. If, after this inspection the Engineer does not consider  
23 the work substantially complete and ready for its intended use, the Engineer will, by written  
24 notice, so notify the Contractor giving the reasons therefor.

25  
26 Upon receipt of written notice concurring in or denying substantial completion, whichever is  
27 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
28 interruption, the work necessary to reach Substantial and Physical Completion. The  
29 Contractor shall provide the Engineer with a revised schedule indicating when the Contractor  
30 expects to reach substantial and physical completion of the work.

31  
32 The above process shall be repeated until the Engineer establishes the Substantial  
33 Completion Date and the Contractor considers the work physically complete and ready for  
34 final inspection.

### 35 36 **1-05.11(2) Final Inspection and Physical Completion Date**

37  
38 When the Contractor considers the work physically complete and ready for final inspection,  
39 the Contractor by written notice, shall request the Engineer to schedule a final inspection. The  
40 Engineer will set a date for final inspection. The Engineer and the Contractor will then make  
41 a final inspection and the Engineer will notify the Contractor in writing of all particulars in which  
42 the final inspection reveals the work incomplete or unacceptable. The Contractor shall  
43 immediately take such corrective measures as are necessary to remedy the listed  
44 deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption  
45 until physical completion of the listed deficiencies. This process will continue until the Engineer  
46 is satisfied the listed deficiencies have been corrected.

47

## SPECIAL PROVISIONS

1 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written  
2 notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take  
3 whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.  
4

5 The Contractor will not be allowed an extension of contract time because of a delay in the  
6 performance of the work attributable to the exercise of the Engineer's right hereunder.  
7

8 Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting  
9 Agency, in writing, of the date upon which the work was considered physically complete. That  
10 date shall constitute the Physical Completion Date of the contract, but shall not imply  
11 acceptance of the work or that all the obligations of the Contractor under the contract have  
12 been fulfilled.  
13

### 14 **1-05.11(3) Operational Testing**

15  
16 It is the intent of the Contracting Agency to have at the Physical Completion Date a complete  
17 and operable system. Therefore when the work involves the installation of machinery or other  
18 mechanical equipment; street lighting, electrical distribution or signal systems; irrigation  
19 systems; buildings; or other similar work it may be desirable for the Engineer to have the  
20 Contractor operate and test the work for a period of time after final inspection but prior to the  
21 physical completion date. Whenever items of work are listed in the Contract Provisions for  
22 operational testing they shall be fully tested under operating conditions for the time period  
23 specified to ensure their acceptability prior to the Physical Completion Date. During and  
24 following the test period, the Contractor shall correct any items of workmanship, materials, or  
25 equipment which prove faulty, or that are not in first class operating condition. Equipment,  
26 electrical controls, meters, or other devices and equipment to be tested during this period shall  
27 be tested under the observation of the Engineer, so that the Engineer may determine their  
28 suitability for the purpose for which they were installed. The Physical Completion Date cannot  
29 be established until testing and corrections have been completed to the satisfaction of the  
30 Engineer.  
31

32 The costs for power, gas, labor, material, supplies, and everything else needed to successfully  
33 complete operational testing, shall be included in the unit contract prices related to the system  
34 being tested, unless specifically set forth otherwise in the proposal.  
35

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

38 Add the following new section:

### 39 **1-05.12(1) One-Year Guarantee Period**

40 *(March 8, 2013 APWA GSP)*

41  
42 The Contractor shall return to the project and repair or replace all defects in workmanship and  
43 material discovered within one year after Final Acceptance of the Work. The Contractor shall start  
44 work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written  
45 notice of a defect, and shall complete such work within the time stated in the Contracting Agency's  
46 notice. In case of an emergency, where damage may result from delay or where loss of services  
47 may result, such corrections may be made by the Contracting Agency's own forces or another  
48 contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the

## SPECIAL PROVISIONS

1 Contractor does not accomplish corrections within the time specified, the work will be otherwise  
2 accomplished and the cost of same shall be paid by the Contractor.

3  
4 When corrections of defects are made, the Contractor shall then be responsible for correcting all  
5 defects in workmanship and materials in the corrected work for one year after acceptance of the  
6 corrections by Contracting Agency.

7  
8 This guarantee is supplemental to and does not limit or affect the requirements that the  
9 Contractor's work comply with the requirements of the Contract or any other legal rights or  
10 remedies of the Contracting Agency.

### 11 **1-05.13 Superintendents, Labor and Equipment of Contractor**

12 *(August 14, 2013 APWA GSP)*

13 Delete the sixth and seventh paragraphs of this section.

### 14 **1-05.15 Method of Serving Notices**

15 *(December 30, 2022 APWA GSP)*

16  
17 Revise the second paragraph to read:

18  
19 All correspondence from the Contractor shall be directed to the Project Engineer. All  
20 correspondence from the Contractor constituting any notification, notice of protest, notice of  
21 dispute, or other correspondence constituting notification required to be furnished under the  
22 Contract, must be in paper format, hand delivered or sent via mail delivery service to the  
23 Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies  
24 of correspondence will not constitute such notice and will not comply with the requirements  
25 of the Contract.

26  
27 *(Special Provision)*

*Supplement*

28 Supplement this section with the following:

29  
30 The contracting agency reserves the right to accept alternative methods of notice, including but  
31 not limited, to email attachments and other forms electronic notification. Specific methods shall  
32 be discussed and agreed upon at the preconstruction conference.

33  
34 Add the following new section:

### 35 **1-05.16 Water and Power**

36 *(October 1, 2005 APWA GSP)*

37  
38 The Contractor shall make necessary arrangements and shall bear the costs for power and  
39 water necessary for the performance of the work, unless the contract includes power and  
40 water as a pay item.

## 41 **1-06 CONTROL OF MATERIAL**



## SPECIAL PROVISIONS

### 1 **1-06.6 Recycled Materials**

2 *(January 4, 2016 APWA GSP)*

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

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

7 Prior to Physical Completion the Contractor shall report the quantity of recycled materials that  
8 were utilized in the construction of the project for each of the items listed in Section 9-03.21.

9 The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel  
10 furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates  
11 from concrete returned to the supplier). The Contractor's report shall be provided on DOT  
12 form 350-075 Recycled Materials Reporting.

13

### 14 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

#### 15 **1-07.1 Laws to be Observed**

16 *(October 1, 2005 APWA GSP)*

17 Supplement this section with the following:

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

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

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

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

#### 39 **1-07.2 State Taxes**

## SPECIAL PROVISIONS

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

2 **1-07.2 State Sales Tax**

3 *(June 27, 2011 APWA GSP)*

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

9 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract  
10 amounts. In some cases, however, state retail sales tax will not be included. Section 1-  
11 07.2(2) describes this exception.

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

19 **1-07.2(1) State Sales Tax — Rule 171**

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

29 **1-07.2(2) State Sales Tax — Rule 170**

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

39 For work performed in such cases, the Contractor shall collect from the Contracting Agency,  
40 retail sales tax on the full contract price. The Contracting Agency will automatically add this  
41 sales tax to each payment to the Contractor. For this reason, the Contractor shall not include

## SPECIAL PROVISIONS

1 the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule  
2 170, with the following exception.

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

### 7 **1-07.2(3) Services**

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

### 11 **1-07.6 Permits and Licenses**

12 *(January 04, 2022 COS GSP)*

13 Section 1-07.6 is supplemented with the following:

14 All entities that are required to register with the State of Washington and are engaged in  
15 business activities within the Sammamish city limits, including those physically located in  
16 commercial or in-home locations inside the city limits and those coming inside the city limits  
17 to perform work must have a city of Sammamish business license. The license can be  
18 obtained at <https://dor.wa.gov/manage-business/city-license-endorsements/sammamish>

### 19 **1-07.7 Load Limits**

20 *(March 13, 1995 WSDOT GSP)*

21 This Section is supplemented with the following:

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

### 26 **1-07.9(5)A Required Documents**

27 *(December 30, 2022 APWA GSP)*

28  
29 This section is revised to read as follows:

30  
31 All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified  
32 Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be  
33 submitted to the Engineer and to the State L&I online Prevailing Wage Intent & Affidavit  
34 (PWIA) system.

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

#### 36 **1-07.13(4) Repair of Damage**

37 *(Special Provision)*

*Supplement*

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

## SPECIAL PROVISIONS

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

### 6 **1-07.16(1) Protection and Restoration of Property**

7 *(Special Provision)*

*Supplement*

8 This Section is supplemented with the following:

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

12 The Contractor shall protect all existing vegetation and private property improvements  
13 along the project limits. Damage resulting from Contractor's work outside of the work limits  
14 to private property shall be restored to the preconstruction condition at no additional  
15 charge to the Contracting Agency.  
16

### 17 **1-07.17 Utilities and Similar Facilities**

18 *(Special Provision)*

*Supplement*

19 Section 1-07.17 is supplemented with the following:

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

24 The Contractor shall carry out the Work in a way that will minimize interference and delay for  
25 all forces involved. Any costs incurred prior to the utility owners anticipated completion (or if  
26 no completion is specified, within a reasonable period of time) that results from the  
27 coordination and prosecution of the Work regarding utility adjustment, relocation,  
28 replacement, or construction shall be at the Contractor's expense as provided in Section 1-  
29 05.14.

30 The Contractor shall coordinate all work with the various utility companies and their  
31 Contractors. The Contractor, when scheduling his work crews, shall use production rates that  
32 anticipate the need to provide block-outs and/or gaps in the driveways, curb and gutter, and/or  
33 pavement sections where existing utility structures currently exist, and then come back at a  
34 later time to construct the missing sections after the utility has been relocated or adjusted by  
35 the applicable utility. The Contractor shall assume that the utilities will not be relocated prior  
36 to construction of this project nor at his convenience during the course of construction. As  
37 such, the Contractor shall assume such, and schedule his crews and his subcontractors to  
38 remobilize to the various sites and temporarily relocate his or his subcontractor's crews to  
39 other areas of the project and complete other unaffected portions of the project in order to  
40 coordinate the relocation of the utilities with the various utility companies. There shall be no  
41 additional money or time due the Contractor for leaving gaps or for block-out construction,

SPECIAL PROVISIONS

1 remobilization, demobilization, out of sequence construction, relocation of work crews, and  
 2 construction of curb, gutter, or driveway patches after the utility has been relocated. It is the  
 3 intent of these Specifications that the Contractor diligently pursue other work on the site when  
 4 such conflicts occur and recognize and plan for the inherent inefficiencies and impaired  
 5 production rates.

6 The following is a list of some utilities serving the Sammamish area. This is not intended or  
 7 represented to be a complete list and provided solely for the Contractor’s convenience.

8

Communication Lumen Jesse Patjens - Network Implementation Engineer 23315 66 <sup>th</sup> Avenue South Kent, WA 98032 (425-429-5722)	Communication Wave Tyler Libadia 401 Park Place Center, Suite 500 Kirkland, WA 98022 425-229-4899
Issaquah School District Steve Crawford <a href="mailto:crawfords@issaquah.wednet.edu">crawfords@issaquah.wednet.edu</a> 425 837 7040 Issaquah School District 15212 NE 95th Street Redmond, WA 98052	Puget Sound Energy Jeanne Coleman 13230 SE 32nd St. Bellevue, WA 98005 (425-449-7410) <a href="mailto:jeanne.coleman@pse.com">jeanne.coleman@pse.com</a>
Sammamish Plateau Sewer/Water Kyle Wong, PE Engineering Manager (425) 295-3203 <a href="mailto:kyle.wong@spwater.org">kyle.wong@spwater.org</a>	Cable Comcast Bianca Crawford 410 Valley Ave NW, Puyallup WA 98371 (253-303-2723) <a href="mailto:bianca_crawford@comcast.com">bianca_crawford@comcast.com</a>
Traffic Systems – Street lighting, traffic signals, vehicle detection, ITS fiber optic cable City of Sammamish Melisa Lucas Lead Traffic Signal Technician Cell – 425.295.5127 <a href="mailto:mlucas@sammamish.us">mlucas@sammamish.us</a>	

9

10 Note that most utility companies can be contacted for locations through the “One Call” system,  
 11 1-800-424-5555. In the event of a gas emergency, call 911 and then the PSE hotline at 1-888-  
 12 225-5773 (1-888-CALL-PSE).

13

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

## SPECIAL PROVISIONS

1  
2 If, during the course of construction operations it becomes necessary to cause an outage of  
3 utilities, it shall be the Contractor's responsibility to notify affected users no less than twenty-  
4 four (24) hours in advance of the outage. The Contractor shall make reasonable efforts to  
5 minimize the duration of any outages.  
6

7 The Contractor shall be responsible for any breakage of utilities or services resulting from its  
8 operations and shall hold the Contracting Agency and its agents harmless from any claims  
9 resulting from disruption of or damage to same.

### 10 **Payment**

11 All costs ASSOCIATED WITH COORDINATION and communication with utility parties to  
12 comply with this Section, unless otherwise stated, are incidental to the Contract and are the  
13 responsibility of the Contractor. The Contractor shall include all related costs in the bid prices  
14 of the Contract.

15 All costs for PHYSICALLY RELOCATING, ADJUSTING, OR FURNISHING AND INSTALLING  
16 NEW franchise utility structures, including but not limited to, labor, materials, excavation shall  
17 be paid by force account as directed and approved by the engineer.

### 18 **1-07.17(2) Utility Construction, Removal, or Relocation by Others**

19 *(Special Provision)*

*Supplement*

20 Supplement this section with the following:

21 The Contractor shall be responsible for coordination with the utility companies (shown on  
22 plans) and arranging for the movement or adjustment, either temporary or permanent, of their  
23 facilities within the project limits. Contractor is solely responsible for making the appropriate  
24 contacts and giving the appropriate notices. See also Section 1-05.14 of these Special  
25 Provisions.

26 Franchise utilities, or their contractors, will furnish all materials, tools, labor and equipment  
27 necessary to adjust, relocate, replace or construct their facilities unless otherwise provided for  
28 in the Contract Documents, except that the Contractor shall adjust all surface features (e.g.,  
29 lids and covers) as necessary, to finished grades.

### 30 **Utility Potholing**

31 Potholing is not included as a bid item. Utility potholing shall be for use in determining the  
32 location of existing utilities in advance of the Contractor's operations. And shall be incidental  
33 to the various bid items. The Contractor shall submit all potholing requests to the Engineer for  
34 approval, at least 2 working days before potholing is scheduled. Additionally, the Contractor  
35 shall provide potholing at Engineer's request.

36 In no way shall the work described under Utility Potholing relieve Contractor of any of the  
37 responsibilities described in Section 1-07.17 of the Standard Specifications and Special  
38 Provisions, and elsewhere in the Contract Documents.

SPECIAL PROVISIONS

Supplement

1 (Special Provision)

2 At the following locations, the Contractor shall use a vactor truck for exploration at the  
3 following push button pole locations to avoid utility conflicts:

4 228<sup>th</sup> Ave SE and Pine Lake Middle School Entrance / 230<sup>th</sup> Ln SE Pedestrian  
5 Push button foundations

6 RRFB Location

7 Potholing for PPB foundation shall be considered incidental to the installation of PPB  
8 foundations.

9 **1-07.18 Public Liability and Property Damage Insurance**

10

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

12 **1-07.18 Insurance**  
13 *(December 30, 2022 APWA GSP)*

14

15 **1-07.18(1) General Requirements**

16 A. The Contractor shall procure and maintain the insurance described in all  
17 subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M.  
18 Best rating of not less than A-: VII and licensed to do business in the State of Washington.  
19 The Contracting Agency reserves the right to approve or reject the insurance provided, based  
20 on the insurer’s financial condition.

21

22 B. The Contractor shall keep this insurance in force without interruption from the  
23 commencement of the Contractor’s Work through the term of the Contract and for thirty (30)  
24 days after the Physical Completion date, unless otherwise indicated below.

25

26 C. If any insurance policy is written on a claims-made form, its retroactive date, and that of  
27 all subsequent renewals, shall be no later than the effective date of this Contract. The policy  
28 shall state that coverage is claims made and state the retroactive date. Claims-made form  
29 coverage shall be maintained by the Contractor for a minimum of 36 months following the  
30 Completion Date or earlier termination of this Contract, and the Contractor shall annually  
31 provide the Contracting Agency with proof of renewal. If renewal of the claims made form of  
32 coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an  
33 extended reporting period (“tail”) or execute another form of guarantee acceptable to the  
34 Contracting Agency to assure financial responsibility for liability for services performed.

35

36 D. The Contractor’s Automobile Liability, Commercial General Liability and Excess or  
37 Umbrella Liability insurance policies shall be primary and non-contributory insurance as  
38 respects the Contracting Agency’s insurance, self-insurance, or self-insured pool coverage.  
39 Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting  
40 Agency shall be excess of the Contractor’s insurance and shall not contribute with it.

41

42 E. The Contractor shall provide the Contracting Agency and all additional insureds with written  
43 notice of any policy cancellation, within two business days of their receipt of such notice.

44

## SPECIAL PROVISIONS

1 F. The Contractor shall not begin work under the Contract until the required insurance has  
2 been obtained and approved by the Contracting Agency  
3

4 G. Failure on the part of the Contractor to maintain the insurance as required shall constitute  
5 a material breach of contract, upon which the Contracting Agency may, after giving five  
6 business days' notice to the Contractor to correct the breach, immediately terminate the  
7 Contract or, at its discretion, procure or renew such insurance and pay any and all premiums  
8 in connection therewith, with any sums so expended to be repaid to the Contracting Agency  
9 on demand, or at the sole discretion of the Contracting Agency, offset against funds due the  
10 Contractor from the Contracting Agency.  
11

12 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of  
13 the Contract and no additional payment will be made.  
14

### 15 **1-07.18(2) Additional Insured**

16 All insurance policies, with the exception of Workers Compensation, and of Professional  
17 Liability and Builder's Risk (if required by this Contract) shall name the following listed entities  
18 as additional insured(s) using the forms or endorsements required herein:  
19

- 20 ■ the Contracting Agency and its officers, elected officials, employees, agents, and  
21 volunteers  
22

23 The above-listed entities shall be additional insured(s) for the full available limits of liability  
24 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor  
25 are greater than those required by this Contract, and irrespective of whether the Certificate of  
26 Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those  
27 maintained by the Contractor.  
28

29 For Commercial General Liability insurance coverage, the required additional insured  
30 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations  
31 and CG 20 37 10 01 for completed operations.  
32

### 33 **1-07.18(3) Subcontractors**

34 The Contractor shall cause each subcontractor of every tier to provide insurance coverage  
35 that complies with all applicable requirements of the Contractor-provided insurance as set  
36 forth herein, except the Contractor shall have sole responsibility for determining the limits of  
37 coverage required to be obtained by subcontractors.  
38

39 The Contractor shall ensure that all subcontractors of every tier add all entities listed in  
40 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by  
41 that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20  
42 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.  
43

44 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
45 Agency evidence of insurance and copies of the additional insured endorsements of each  
46 subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.  
47

### 48 **1-07.18(4) Verification of Coverage**

49 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and  
50 endorsements for each policy of insurance meeting the requirements set forth herein when



## SPECIAL PROVISIONS

1 the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to  
2 demand such verification of coverage with these insurance requirements or failure of  
3 Contracting Agency to identify a deficiency from the insurance documentation provided shall  
4 not be construed as a waiver of Contractor's obligation to maintain such insurance.

5  
6 Verification of coverage shall include:

- 7 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 8 2. Copies of all endorsements naming Contracting Agency and all other entities listed in  
9 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit  
10 a copy of any blanket additional insured clause from its policies instead of a separate  
11 endorsement.
- 12 3. Any other amendatory endorsements to show the coverage required herein.
- 13 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy  
14 these requirements – actual endorsements must be submitted.

15  
16 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
17 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is  
18 required on this Project, a full and certified copy of that policy is required when the Contractor  
19 delivers the signed Contract for the work.

### 20 21 **1-07.18(5) Coverages and Limits**

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

26  
27 All deductibles and self-insured retentions must be disclosed and are subject to approval by  
28 the Contracting Agency. The cost of any claim payments falling within the deductible or self-  
29 insured retention shall be the responsibility of the Contractor. In the event an additional  
30 insured incurs a liability subject to any policy's deductibles or self-insured retention, said  
31 deductibles or self-insured retention shall be the responsibility of the Contractor.

### 32 33 **1-07.18(5)A Commercial General Liability**

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

39  
40 The Commercial General Liability insurance shall be endorsed to provide a per project general  
41 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

42  
43 Contractor shall maintain Commercial General Liability Insurance arising out of the  
44 Contractor's completed operations for at least three years following Substantial Completion of  
45 the Work.

46  
47 Such policy must provide the following minimum limits:

48 \$1,000,000 Each Occurrence  
49 \$2,000,000 General Aggregate

SPECIAL PROVISIONS

- 1           \$2,000,000 Products & Completed Operations Aggregate
- 2           \$1,000,000 Personal & Advertising Injury each offence
- 3           \$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**

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

*(January 2, 2012 WSDOT GSP)*

**Work Zone Clear Zone**

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

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

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

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

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

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

Regulatory Posted Speed	Distance From Traveled Way (Feet)
----------------------------	---

SPECIAL PROVISIONS

35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

\* or 2-feet beyond the outside edge of sidewalk

**Minimum Work Zone Clear Zone Distance**

(\*\*\*\*\*)

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

Lane closures are subject to time restrictions. See Appendix E – Lane Closure Restrictions Map for hourly time restrictions.

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

All lanes shall be open to traffic during non-working hours.

**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.

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1 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This  
2 includes entry onto easements and private property where private improvements must be  
3 adjusted.  
4

5 The Contractor shall be responsible for providing, without expense or liability to the  
6 Contracting Agency, any additional land and access thereto that the Contractor may desire  
7 for temporary construction facilities, storage of materials, or other Contractor needs.  
8 However, before using any private property, whether adjoining the work or not, the  
9 Contractor shall file with the Engineer a written permission of the private property owner,  
10 and, upon vacating the premises, a written release from the property owner of each  
11 property disturbed or otherwise interfered with by reasons of construction pursued under  
12 this contract. The statement shall be signed by the private property owner, or proper  
13 authority acting for the owner of the private property affected, stating that permission has  
14 been granted to use the property and all necessary permits have been obtained or, in the  
15 case of a release, that the restoration of the property has been satisfactorily accomplished.  
16 The statement shall include the parcel number, address, and date of signature. Written  
17 releases must be filed with the Engineer before the Completion Date will be established.  
18

### 19 **1-08 PROSECUTION AND PROGRESS**

20 Add the following new section:

#### 21 **1-08.0 Preliminary Matters**

22 *(May 25, 2006 APWA GSP)*

23 Add the following new section:

#### 24 **1-08.0(1) Preconstruction Conference**

25 *(October 10, 2008 APWA GSP)*

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

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

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

- 38 1. A breakdown of all lump sum items;
- 39 2. A preliminary schedule of working drawing submittals; and

SPECIAL PROVISIONS

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

2 Add the following new section:

3 **1-08.0(2) Hours of Work**  
4 *(December 8, 2014 APWA GSP)*

5  
6 Except in the case of emergency or unless otherwise approved by the Engineer, the  
7 normal working hours for the Contract shall be any consecutive 8-hour period between  
8 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the  
9 Contractor desires different than the normal working hours stated above, the request must  
10 be submitted in writing prior to the preconstruction conference, subject to the provisions  
11 below. The working hours for the Contract shall be established at or prior to the  
12 preconstruction conference.

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

15 If the Contractor wishes to deviate from the established working hours, the Contractor  
16 shall submit a written request to the Engineer for consideration. This request shall state  
17 what hours are being requested, and why. Requests shall be submitted for review no later  
18 than **5 working days** prior to the day(s) the Contractor is requesting to change the hours.  
19

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

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

38 **1-08.1 Subcontracting**

39 **1-08.1(7)A Subcontracting**  
40 *(December 30, 2022 APWA GSP)*

41 Delete this section.

43 **1-08.3 Progress Schedule**

44 **1-08.3(2)A Type A Progress Schedule**

## SPECIAL PROVISIONS

1 *(March 13, 2012 APWA GSP)*

2 Revise this section to read:

3 *(December 30, 2022 APWA GSP)*

4

5 Revise this section to read:

6

7 The Contractor shall submit **4** copies of a Type A Progress Schedule no later than at the  
8 preconstruction conference, or some other mutually agreed upon submittal time. The  
9 schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule  
10 format. Regardless of which format used, the schedule shall identify the critical path. The  
11 Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for  
12 corrections within 15 calendar days of receiving the submittal.  
13

### 14 **1-08.4 Prosecution of Work**

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

#### 16 **1-08.4 Notice to Proceed and Prosecution of Work**

17 *(July 23, 2015 APWA GSP)*

18

19 Notice to Proceed will be given after the contract has been executed and the contract bond  
20 and evidence of insurance have been approved and filed by the Contracting Agency. The  
21 Contractor shall not commence with the work until the Notice to Proceed has been given by  
22 the Engineer. The Contractor shall commence construction activities on the project site within  
23 ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor  
24 shall diligently pursue the work to the physical completion date within the time specified in the  
25 contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the  
26 Contractor of the responsibility to complete the work within the time(s) specified in the  
27 contract.  
28

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

### 36 **1-08.5 Time for Completion**

37 *(December 30, 2022 APWA GSP, Option A)*

38

39 Revise the third and fourth paragraphs to read:

40

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

42

43 Each working day shall be charged to the contract as it occurs, until the contract work is  
44 physically complete. If substantial completion has been granted and all the authorized working  
45 days have been used, charging of working days will cease. Each week the Engineer will

SPECIAL PROVISIONS

1 provide the Contractor a statement that shows the number of working days: (1) charged to the  
2 contract the week before; (2) specified for the physical completion of the contract; and (3)  
3 remaining for the physical completion of the contract. The statement will also show the  
4 nonworking days and any partial or whole day the Engineer declares as unworkable The  
5 statement will be identified as a Written Determination by the Engineer. If the Contractor does  
6 not agree with the Written Determination of working days, the Contractor shall pursue the  
7 protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of  
8 Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct.  
9 If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule)  
10 and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a  
11 working day then the fifth day of that week will be charged as a working day whether or not  
12 the Contractor works on that day.

13  
14 Revise the sixth paragraph to read:

15  
16 The Engineer will give the Contractor written notice of the completion date of the contract after  
17 all the Contractor’s obligations under the contract have been performed by the Contractor.  
18 The following events must occur before the Completion Date can be established:

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

37  
38  
39 *(March 13, 1995 WSDOT GSP)*

40 Section 1-08.5 is supplemented with the following:

41 This project shall be physically completed within **30** working days.

42 *(Special Provision)*

*Supplement*

43 Section 1-08.5 is supplemented with the following:

44

## SPECIAL PROVISIONS

1 The Contractor shall submit all required documents to the Engineer with **15 working days**  
2 of physical completion.

### 6 **1-08.9 Liquidated Damages**

7 *(March 3, 2021 APWA GSP, Option A)*

8  
9 Replace Section 1-08.9 with the following:

10  
11 Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct  
12 traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also  
13 cost tax payers undue sums of money, adding time needed for administration, engineering,  
14 inspection, and supervision.

15  
16 Accordingly, the Contractor agrees:

- 17  
18 1. To pay liquidated damages in the amount of \$1,000.00 for each working day  
19 beyond the number of working days established for Physical Completion, and
- 20  
21 2. To authorize the Engineer to deduct these liquidated damages from any money  
22 due or coming due to the Contractor.

23  
24 When the Contract Work has progressed to Substantial Completion as defined in the Contract,  
25 the Engineer may determine the Contract Work is Substantially Complete. The Engineer will  
26 notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract  
27 time occurring after the date so established, liquidated damages identified above will not  
28 apply. For overruns in Contract time occurring after the Substantial Completion Date,  
29 liquidated damages shall be assessed on the basis of direct engineering and related costs  
30 assignable to the project until the actual Physical Completion Date of all the Contract Work.  
31 The Contractor shall complete the remaining Work as promptly as possible. Upon request by  
32 the Project Engineer, the Contractor shall furnish a written schedule for completing the  
33 physical Work on the Contract.

34  
35 Liquidated damages will not be assessed for any days for which an extension of time is  
36 granted. No deduction or payment of liquidated damages will, in any degree, release the  
37 Contractor from further obligations and liabilities to complete the entire Contract.

## 38 39 **1-09 MEASUREMENT AND PAYMENT**

### 40 **1-09.2(1) General Requirements for Weighing Equipment**

41 *(December 30, 2022 APWA GSP, Option 2)*

42  
43 Revise item 4 of the fifth paragraph to read:

- 44  
45 4. Test results and scale weight records for each day's hauling operations are provided to  
46 the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily  
47 Report, unless the printed ticket contains the same information that is on the Scaleman's  
48 Daily Report Form. The scale operator must provide AM and/or PM tare weights for each  
49 truck on the printed ticket.



SPECIAL PROVISIONS

1 **1-09.2(5) Measurement**  
2 *(December 30, 2022 APWA GSP)*

3  
4 Revise the first paragraph to read:  
5

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

9 **1-09.6 Force Account**  
10 *(December 30, 2022 APWA GSP)*

11  
12 Supplement this section with the following:  
13

14 The Contracting Agency has estimated and included in the Proposal, dollar amounts for all  
15 items to be paid per force account, only to provide a common proposal for Bidders. All such  
16 dollar amounts are to become a part of Contractor's total bid. However, the Contracting  
17 Agency does not warrant expressly or by implication, that the actual amount of work will  
18 correspond with those estimates. Payment will be made on the basis of the amount of work  
19 actually authorized by the Engineer.  
20

21 **1-09.7 Mobilization**  
22 *(December 30, 2022 APWA GSP)*

23  
24 Delete this Section and replace it with the following:  
25

26 Mobilization consists of preconstruction expenses and the costs of preparatory Work and  
27 operations performed by the Contractor typically occurring before 10 percent of the total  
28 original amount of an individual Bid Schedule is earned from other Contract items on that Bid  
29 Schedule. Items which are not to be included in the item of Mobilization include but are not  
30 limited to:  
31

- 32 1. Portions of the Work covered by the specific Contract item or incidental Work which is  
33 to be included in a Contract item or items.
- 34 2. Profit, interest on borrowed money, overhead, or management costs.
- 35 3. Costs incurred for mobilizing equipment for force account Work.  
36

37 Based on the lump sum Contract price for “Mobilization”, partial payments will be made as  
38 follows:  
39

- 40 1. When 5 percent of the total original Bid Schedule amount is earned from other Contract  
41 items on that original Bid Schedule, excluding amounts paid for materials on hand, 50  
42 percent of the Bid Item for mobilization on that original Bid Schedule, 5 percent of the  
43 total of that original Bid Schedule, or 5 percent of the total original Contract amount,  
44 whichever is the least, will be paid.
- 45 2. When 10 percent of the total original Bid Schedule amount is earned from other  
46 Contract items on that original Bid Schedule, excluding amounts paid for materials on  
47 hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule, 10  
48 percent of the total of that original Bid Schedule, or 10 percent of the total original  
49 Contract amount, whichever is the least, will be paid.

## SPECIAL PROVISIONS

- 1           3. When the Substantial Completion Date has been established for the project, payment  
2           of any remaining amount Bid for mobilization will be paid.  
3

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

### 6   **1-09.9    Payments**

7   *(December 30, 2022 APWA GSP)*  
8

9   Section 1-09.9 is revised to read:  
10

11           The basis of payment will be the actual quantities of Work performed according to the Contract  
12           and as specified for payment.  
13

14           The Contractor shall submit a breakdown of the cost of lump sum bid items at the  
15           Preconstruction Conference, to enable the Project Engineer to determine the Work performed  
16           on a monthly basis. A breakdown is not required for lump sum items that include a basis for  
17           incremental payments as part of the respective Specification. Absent a lump sum breakdown,  
18           the Project Engineer will make a determination based on information available. The Project  
19           Engineer's determination of the cost of work shall be final.  
20

21           Progress payments for completed work and material on hand will be based upon progress  
22           estimates prepared by the Engineer. A progress estimate cutoff date will be established at the  
23           preconstruction conference.  
24

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

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

- 32           1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work  
33           completed multiplied by the unit price.  
34           2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum  
35           breakdown for that item, or absent such a breakdown, based on the Engineer's  
36           determination.  
37           3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or  
38           other storage area approved by the Engineer.  
39           4. Change Orders — entitlement for approved extra cost or completed extra work as  
40           determined by the Engineer.  
41

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

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

## SPECIAL PROVISIONS

1  
2 Progress payments for work performed shall not be evidence of acceptable performance or  
3 an admission by the Contracting Agency that any work has been satisfactorily completed.  
4 The determination of payments under the contract will be final in accordance with Section 1-  
5 05.1.

6  
7 Failure to perform obligations under the Contract by the Contractor may be decreed by the  
8 Contracting Agency to be adequate reason for withholding any payments until compliance is  
9 achieved.

10  
11 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the  
12 Contractor under the Contract will be paid based upon the final estimate made by the Engineer  
13 and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The  
14 Contractor's signature on such voucher shall be deemed a release of all claims of the  
15 Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-  
16 09.11 and is expressly excepted from the Contractor's certification on the Final Contract  
17 Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher  
18 Certification constitutes the final acceptance date (Section 1-05.12).

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

39  
40 Payment to the Contractor of partial estimates, final estimates, and retained percentages shall  
41 be subject to controlling laws.

### 42 **1-09.11(3) Time Limitation and Jurisdiction** 43 *(December 30, 2022 APWA GSP)*

44  
45 Revise this section to read:

46  
47 For the convenience of the parties to the Contract it is mutually agreed by the parties that all  
48 claims or causes of action which the Contractor has against the Contracting Agency arising  
49 from the Contract shall be brought within 180 calendar days from the date of final acceptance

## SPECIAL PROVISIONS

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

### 11 **1-09.13(3) Claims \$250,000 or Less**

12 *(October 1, 2005 APWA GSP)*

13 Delete this Section and replace it with the following:

14 The Contractor and the Contracting Agency mutually agree that those claims that total  
15 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by  
16 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually  
17 agree in writing to resolve the claim through binding arbitration.  
18

## 19 **1-10 TEMPORARY TRAFFIC CONTROL**

### 20 **1-10.2 Traffic Control Management**

#### 21 **1-10.2(1)A General**

22 *October 3,, 2022 WSDOT GSP OPT 1)*

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

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

25

26 The Northwest Laborers-Employers Training Trust  
27 27055 Ohio Ave.  
28 Kingston, WA 98346  
29 (360) 297-3035  
30 <https://www.nwlett.edu>  
31

32 Evergreen Safety Council  
33 12545 135<sup>th</sup> Ave. NE  
34 Kirkland, WA 98034-8709  
35 1-800-521-0778  
36 <https://www.esc.org>  
37

38 The American Traffic Safety Services Association  
39 15 Riverside Parkway, Suite 100  
40 Fredericksburg, Virginia 22406-1022  
41 Training Dept. Toll Free (877) 642-4637  
42 Phone: (540) 368-1701  
43 <https://atssa.com/training>  
44

## SPECIAL PROVISIONS

1 Integrity Safety  
2 13912 NE 20th Ave.  
3 Vancouver, WA 98686  
4 (360) 574-6071  
5 <https://www.integritysafety.com>  
6

7 US Safety Alliance  
8 (904) 705-5660  
9 <https://www.ussafetyalliance.com>  
10

11 K&D Services Inc.  
12 2719 Rockefeller Ave.  
13 Everett, WA 98201  
14 (800) 343-4049  
15 <https://www.kndservices.net>

### 16 **1-10.2(2) Traffic Control Plans**

17 *(Special Provision)*

*Supplement*

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

19 The Contractor shall provide Traffic Control Plans for the control of vehicles and of non-  
20 motorized users that are within the project limits. Traffic Control Plans shall be used in  
21 conjunction with WSDOT Traffic Control Plans. These plans shall provide for safe vehicular  
22 and non-motorized user travel on all roadways based on the Contractor's schedule and order  
23 of work.

24 The Traffic Control Plans must address pedestrian and bicycle paths and provide a continuous  
25 accessible route through the construction zone at all times.

26 Traffic Control Plans shall be submitted to the Engineer at the pre-construction meeting. The  
27 plans will either be returned for correction, approved as noted, or approved for use by the end  
28 of a 5-day review period. Each time the plan is returned for correction, an additional 5-day  
29 review period shall be necessary.

30 All comments shall be addressed by the Contractor before the Traffic Control Plans will be  
31 approved.

32 No work may proceed on the project until the Traffic Control Plans have been approved and  
33 the traffic control measures are in place.

34  
35 The Contractor provided Traffic Control Plans shall identify traffic control device spacing,  
36 tapers, etc., to scale, shall contain accurate dimensions and legends and shall be signed by  
37 the preparer.

38 Payment for developing and maintaining an approved Traffic Control Plan shall be considered  
39 incidental to other bid items in the Proposal and no additional compensation will be made.

### 40 **1-10.3 Traffic Control Labor, Procedures and Devices**

SPECIAL PROVISIONS

1 **1-10.3(1) Traffic Control Labor**

2 *(Special Provision)*

*Supplement*

3 The Contractor shall arrange for off-duty uniformed law enforcement personnel to participate in  
4 the Contractor’s traffic control activities for the following:

- 5
- 6 • For all activities within the signalized intersections where the operation of the signal
- 7 will be adversely affected.
- 8 • Directing vehicle and pedestrian traffic when a traffic signal indication is turned off
- 9 or inoperative.
- 10 • For all other conditions where the Engineer deems it necessary for safety,
- 11 including work during hours of darkness.
- 12

13 The following contact information for potential service providers is supplied for the Contractor’s  
14 convenience. It is not a contract requirement that one of the below law enforcement personnel be  
15 utilized for traffic control activities. The Contractor may arrange with other law enforcement  
16 agencies to provide these services.

- 17 • King County Police Officers Guild (KCPOG)
  - 18 ○ (206) 957-0935 ext. 1
- 19 • Washington State Patrol
  - 20 ○ (360) 596-4000
- 21

22 The UPO request shall be made a minimum of forty-eight (48) hours (or as per instruction from  
23 the Personnel Coordinator) in advance of required UPO presence at project site. Contractor shall  
24 be responsible to arrange a work schedule to minimize any additional costs incurred by the  
25 minimum UPO call out.

26  
27 The estimated off-duty UPO hours as stated in the proposal, is an estimate based upon 8-hour  
28 work days and without knowledge of the Contractors specific method of operation and is  
29 presented for the bidding purposes. Any change to UPO work hours beyond 8-hour work day  
30 shall be approved by the Owner or Engineer prior to scheduling of UPO.

31  
32 When actual hours of UPO usage is less than the quantity listed in the bid schedule, the unit  
33 contract price for uniformed off-duty police officer shall remain as listed.

34 **1-10.3(3) Traffic Control Devices**

35 *(Special Provision)*

36 Section 1-10.3(3) is supplemented with the following:

37 The Contractor shall be responsible for providing two (2) Portable Changeable Message Signs  
38 (PCMS) at each site. The locations shall be approved by the Engineer. The signs shall be  
39 placed a minimum of seven (7) calendar days prior to work beginning on the site and shall run  
40 through the first ten (10) working days of the Contract. The Contractor shall be responsible for  
41 maintaining the PCMS in good working conditions. Additional use of PCMS may be included  
42 in the approved Traffic Control Plan prepared by the Contractor.

43 **1-10.3(3)C Portable Changeable Message Sign**

44 *(Special Provision)*

*Modification*

## SPECIAL PROVISIONS

1 Section 1-10.3(3)C is revised to read:

2 Where shown on a traffic control plan or where ordered by the Engineer, the Contractor shall  
3 provide, operate, and maintain a portable changeable message sign (PCMS), or truck-  
4 mounted PCMS. Truck-mounted PCMSs are permanently affixed to a traffic control vehicle  
5 and meant to be mobile.

6 All trailer mounted PCMS Signs shall be Mini Size, with approximate display panel sizes of 7ft  
7 to 8ft wide and 3.5ft to 4ft high.

8 When feasible, position PCMS to provide at least 2 feet of lateral clearance from the nearest  
9 open lane and transversely delineate with at least 3 channelization devices. For truck-  
10 mounted PCMSs, provide 2 feet of lateral clearance when feasible but transverse delineation  
11 is not required.

12 The Contractor shall remove these devices from the work zone clear zone when not in use  
13 unless protected by barrier or guardrail.

### 14 **1-10.4 Measurement**

15

#### 16 **1-10.4(3) Reinstating Unit Items With Lump Sum Traffic Control**

17 *(Special Provisions)*

18 Section 1-10.4(3) is supplemented with the following:

19 The bid proposal contains the item "Project Temporary Traffic Control," lump sum  
20 and the additional temporary traffic control items listed below. The provisions of  
21 Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

22

23 "Project Temporary Traffic Control", per lump sum.

### 24 **1-10.5 Payment**

#### 25 **1-10.5(1) Lump Sum Bid for Project (No Unit Items)**

26 *(Special Provision)*

*Supplement*

27 Payment will be made in accordance with Section 1-04.1 for the following bid item(s) when  
28 included in the proposal:

29 "Project Temporary Traffic Control", per lump sum.

30 All traffic control costs Traffic control items to be included in "Project Temporary Traffic  
31 Control" shall include, but not be limited to Traffic Control Supervisor, Traffic Control Plans,  
32 all Traffic Control Devices, Flaggers, Uniformed Police Officer, and other Traffic Control  
33 Labor, Sequential Arrow Signs, Portable Changeable Message Signs, Operation of  
34 Sequential Arrow Signs, , Construction Signs Class A, Pedestrian Traffic Control,  
35 Providing Temporary Pedestrian Facilities, Other Traffic Control Labor, and all other traffic  
36 control necessary to complete to Work as specified on the Plans, in the Standard  
37 Specifications and herein.

SPECIAL PROVISIONS

1

**END OF DIVISION 1**



SPECIAL PROVISIONS

**DIVISION 2  
EARTHWORK**

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

**2-02.1 Description**

*(Special Provision)*

*Supplement*

For the purpose of this Contract, *“Removal of Structures and Obstructions”* shall include the removing, resetting, protecting, storing, salvaging, and replacement of miscellaneous objects required to complete the new construction or as directed by the Engineer.

The Contractor shall remove and dispose of all items shown on the site preparation Plans and other minor items necessary to complete the Work. The following partial list of items to be removed and disposed of under the bid item *‘Removal of Structures and Obstructions’* is provided for the convenience of the contractor. The Contractor shall review the Contract Documents and project site to verify other items to be removed:

<b>Item</b>	<b>Location</b>	<b>Quantity</b>
Asphalt Pavement Removal Incl. Haul	See Plans	70 SY
Cement Conc. Sidewalk Removal Incl. Haul	See Plans	350 SY
Cement Conc. Curb Removal Incl. Haul	See Plans	300 LF
Removal of Pavement Markings	See Plans	450 LF

Limits of items associated with *“Removal of Structures and Obstructions”* shall be the located within the clearing and sawcut limits as shown on the Plans. Man-made features shall include, but shall not be necessarily limited to, pavements, gravel, rockeries, concrete, debris, and other surfacing materials.

Structure excavation and backfill quantities for the removal of structures and pipe are not shown in the Plans. This excavation and backfill work shall be considered incidental to the removal of structures and obstructions and no further compensation will be made. No additional payment shall be made under Roadway Excavation or Structure Excavation for the items included in 2-02 herein or listed as a separate removal bid item.

All items that are to be removed, and not specifically mentioned as a pay item, will be paid as *Removal of Structures and Obstructions*, Section 2-02 herein.

**2-02.3 Construction Requirements**

*(Special Provision)*

*Supplement*

Supplement this section with the following:

The Contractor shall coordinate with the Engineer the proposed location of all features to be relocated or realigned and mark the location in the field.

## SPECIAL PROVISIONS

1 Voids left by removal of all items shall be backfilled with suitable native material or gravel borrow  
2 as approved by the Engineer. Gravel Borrow shall meet the requirements of Section 9-03.14 of  
3 the Standard Specifications and shall be compacted to 95 percent of maximum dry density per  
4 Section 2-03.3(14)D. No additional payment shall be made for backfill and compaction as  
5 specified in Section 2-02.1 above.

6 For the relocation of the junction box, the conduit, wiring and construction practices shall be per  
7 the provisions set forth in division 8-20.

### 8 **2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters**

9 *(Special Provision)*

*Supplement*

10 Prior to removal of pavement, sidewalks or curbs the Contractor shall walk the site with the  
11 Engineer and delineate, with paint, the removal limits. No materials shall be removed without  
12 approval of the removal limits by the Engineer.

13 The removal of all pavements, sidewalk, curbs, and gutters shall be performed from within the  
14 existing right-of-way or easements as provided in the plans.

15 Upon approval of the removal limits the Contractor shall sawcut to full-depth those pavement  
16 sidewalk and curbs identified for removal.

17 Removal of asphalt pavement shall only account for a 2' maximum width section removed  
18 adjacent to the length of curb and gutter removal, unless noted otherwise in the Plans.

19 The existing pavement is anticipated to be between 6" and 10" thick.

20 The existing sidewalk thickness varies from 4" to 8".

### 21 **2-02.3(7) Removing Pavement Markings**

22 *(Special Provision)*

*New*

23 All conflicting channelization shall be removed as necessary to install temporary and final  
24 pavement markings.

25 Removal of existing pavement markings shall be conducted using such methods to prevent  
26 damage to the remaining pavement. The use of chemicals that may be harmful to the pavement  
27 will not be permitted. Damaged pavement shall be replaced at the Contractor's expense.

28 All costs shall be considered incidental to and included in the lump sum '*Removal of Structures  
29 and Obstructions*'.

### 30 **2-02.3(11) Saw Cutting**

31 *(Special Provision)*

*New*

32 The Contractor shall be responsible for ensuring that special precautions are undertaken so that  
33 in accordance with Department of Ecology guidelines no concrete (asphalt or cement) or concrete  
34 by-products are discharged into any storm drain or surface water. Cutting operations will increase  
35 the pH of water, therefore filtering is not acceptable.

## SPECIAL PROVISIONS

1 Thoroughly clean saw cuts where necessary by the use of high pressure water (1,400 psi or  
2 greater). All wastewater shall be collected using vacuuming and/or pumped into containers for  
3 disposal.

4 Impervious surfaces contaminated from cutting operations shall be cleaned by sweepers to  
5 prevent contaminants from entering storm systems.

6 Collecting and disposal of wasted water shall be considered incidental to and included in the  
7 various bid items involved with the operation.

8 All costs associated with Saw Cutting shall be considered incidental to and included in the various  
9 bid items.

### 10 **2-02.5 Payment**

11 *(Special Provision)*

*Supplement*

12 Supplement this section with the following:

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

<b>Removal of Structures and Obstructions</b>
---

<b>Per Lump Sum</b>
---------------------

15 The unit bid price for the above including all incidental work shall be full compensation for all labor,  
16 material, tools, and equipment necessary to satisfactorily complete the work as defined in the  
17 Standard Specifications and these Special Provisions.

18 All items noted for removal, abandonment, or relocation to which other specific Bid items do not  
19 apply shall be included in the lump sum Bid item "*Removal of Structures and Obstructions*"  
20 including, but not limited to, the items shown on the Plans and specified herein. Demolition, haul,  
21 and disposal/salvage of all structures and materials to which this Bid item applies shall also be  
22 considered incidental.

23 Structure excavation incl. haul and backfill of resulting voids for the removal of items listed above  
24 and shown in the Plans shall be included in the lump sum item "*Removal of Structures and*  
25 *Obstructions*" and no further compensation will be made.

### 26 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**

#### 27 **2-03.1 Description**

28 *(Special Provision)*

*Supplement*

29 Supplement this section with the following:

30 This section includes the excavation and removal of base material below the removed surfacing  
31 materials identified in 2-02 including, but not limited to, base material below Vertical Curb,  
32 Cement Concrete Sidewalk, Cement Concrete Curb and Gutter, and Asphalt Pavement  
33 adjacent to the curb and gutter.  
34

#### 35 **2-03.3 Construction Requirements**

## SPECIAL PROVISIONS

1    (*Special Provision*) *Supplement*

2    Any excavation beyond that necessary for construction, unless otherwise ordered by the Engineer  
3    in writing, shall not be paid for. Unauthorized over-excavated areas shall be filled with suitable  
4    native material or imported gravel borrow to be furnished, placed, and compacted at the  
5    Contractor's expense.

### 6    **2-03.3(7) Disposal of Surplus Material**

#### 7    **2-03.3(7)B Haul**

8    (*Special Provision*) *Revision*

9    All costs in connection with hauling and disposal of surplus materials will be considered incidental  
10   to the various bid items of the project and no additional compensation will be made.

#### 11   **2-03.3(7)C Contractor Provided Disposal Site**

12   (*Special Provision*) *Supplement*

13   No disposal site will be provided for unsuitable excavated material. Contractor shall make all  
14   arrangements for haul and legal disposal of these materials.

### 15   **2-03.4 Measurement**

16   (*Special Provision*) *Supplement*

17    No specific unit of measurement shall apply to the lump sum bid item "Roadway Excavation  
18    Incl. Haul".

19  
20    Roadway excavation limits are defined as excavation limits in excess of the removal depths  
21    identified in section 2-02 Removal of Structure and Obstruction.

22  
23    Should the Contractor disagree with the estimated quantities shown for "Roadway Excavation  
24    Incl. Haul" it shall be the Contractor's responsibility to perform a survey of the existing grade  
25    and of the bottom of subgrade after excavation and present this information to the Owner.  
26    Should it be determined that the quantities are in error, the lump sum Bid amount will be  
27    adjusted by a unit price calculated as described above. All costs required to survey the site  
28    and develop the terrain models shall be borne by the Contractor.

29  
30    No separate measurement for payment will be made for sawcutting. All costs associated with  
31    compaction shall be included with the other various unit Bid prices in the Proposal.

32  
33    No separate measurement for payment will be made for disposal of surplus materials. All costs  
34    associated with this work shall be included with the other various Bid items in the Proposal.

### 35   **2-03.5 Payment**

36    (*Special Provision*) *Supplement*

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

39

SPECIAL PROVISIONS

<b>Roadway Excavation Incl. Haul</b>	<b>Per Lump Sum</b>
--------------------------------------	---------------------

1 The unit bid price for “Roadway Excavation Incl. Haul,” shall include all work, labor, materials,  
2 tools, and equipment necessary to excavate the site, load, haul, and dispose of excess excavated  
3 material to satisfactorily complete the work as defined in these Special Provisions.  
4

5 **2-06 SUBGRADE PREPARATION**

6 **2-06.1 Subgrade Preparation**

7 *(Special Provision)* *Supplement*

8 Subgrade preparation shall include preparing roadbeds, sidewalks, or any other permanent  
9 aggregate or hard surface improvement for base material or final surfacing.

10 **2-06.3 Construction Requirements**

11 *(Special Provision)* *Supplement*

12 Compaction of the subgrade shall be considered **incidental** to and included in the unit contract  
13 prices of other items in the contract, and all costs thereof shall be included by the Contractor in  
14 other pay items.

15 The subgrade shall be shaped and maintained to drain at all times during construction, including  
16 temporary ditches, and modifications to drainage structures necessary to eliminate standing water  
17 on the subgrade.  
18

19 **2-11 TRIMMING AND CLEANUP**

20 **2-11.3 Construction Requirements**

21 *(Special Provision)* *Supplement*

22 All damages to existing improvements from the Contractor’s operation, whether within the road  
23 right of way or in private property, shall be the sole responsibility of the Contractor to remedy. All  
24 such areas shall be restored to their preconstruction equivalent or as shown on the Landscape  
25 Plans to the satisfaction of the Owner.

26 All areas disturbed by the Contractor shall be smoothed, finished, cleaned, and dressed to appear  
27 uniform in all respects in accordance with Section 2-11 of the Standard Specifications.

28 **2-11.5 Payment**

29 *(Special Provision)* *Supplement*

30 Section 2-11.5 is deleted and replaced with the following.

31 Trimming and Cleanup shall be considered included in the related items of work and no  
32 additional payment will be made.  
33

34 **END OF DIVISION 2**

SPECIAL PROVISIONS

**DIVISION 4  
BASES**

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**4-04 BALLAST AND CRUSHED SURFACING**

**4-04.1 Description**

*(Special Provision)* *Supplement*

Crushed Surfacing Top Course (CSTC) and Crushed Surfacing Base Course (CSBC) shall be the only allowed base and backfill materials for the project.

**4-04.4 Measurement**

*(Special Provision)* *Supplement*

“Crushed Surfacing Base Course” shall be measured per ton, based on truck tickets collected at the time of delivery.

“Crushed Surfacing Top Course” shall be measured per ton, based on truck tickets collected at the time of delivery.

**4-04.5 Payment**

*(Special Provision)* *Supplement*

Payment shall be made in accordance with Section 1-04.1, for the following Bid items when included in the Proposal:

<b>Crushed Surfacing Base Course</b>	<b>Per Ton</b>
<b>Crushed Surfacing Top Course</b>	<b>Per Ton</b>

The unit bid price for “Crushed Surfacing Top Course” and “Crushed Surfacing Base Course” shall include but not necessarily be limited to: all necessary materials, labor, and equipment to satisfactorily complete furnishing, hauling, placement, compaction, and all other necessary materials, labor, and equipment to satisfactorily complete the work as defined in the Standard Specifications and Special Provisions.

**END OF DIVISION 4**

SPECIAL PROVISIONS

**DIVISION 5  
SURFACE TREATMENTS AND PAVEMENTS**

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**5-04 HOT MIX ASPHALT**

**5-04.2 Materials**

*(Special Provision)* *Supplement*

The grade of paving asphalt used in HMA shall be Commercial HMA unless otherwise directed by the Engineer.

**5-04.3(3)A Material Transfer Device/Vehicle**

*(Special Provision)* *Modification*

This section is deleted entirely.

**5-04.3(7)A2 Statistical or Nonstatistical Evaluation**

*(January 16, 2014 APWA GSP)*

Delete this section and replace it with the following:

Mix designs for HMA accepted by Nonstatistical or Commercial evaluation shall;

- Be submitted to the Project Engineer on WSDOT Form 350-042
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with WSDOT Test Method T 718 or based on historic anti-strip and aggregate source compatibility from WSDOT lab testing. Anti-strip evaluation of HMA mix designs utilized that include RAP will be completed without the inclusion of the RAP.

At or prior to the preconstruction meeting, the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The proposed mix design indicated on a WSDOT mix design/anti-strip report that is within one year of the approval date
- The proposed HMA mix design submittal (Form 350-042) with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The proposed mix design by a qualified City or County laboratory mix design report that is within one year of the approval date.

The mix design will be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials

SPECIAL PROVISIONS

1 Engineering Council (CMEC’s) ISO 17025 or AASHTO Accreditation Program (AAP) and shall  
2 supply evidence of participation in the AASHTO Material Reference Laboratory (AMRL) program.

3 At the discretion of the Engineer, agencies may accept mix designs verified beyond the one year  
4 verification period with a certification from the Contractor that the materials and sources are the  
5 same as those shown on the original mix design.

6 **5-04.5 Payment**

7 *(Special Provisions)*

*Supplement*

8 Payment shall be made in accordance with Section 1-04.1, for the following Bid items when  
9 included in the Proposal:

10

<b>Commercial HMA</b>	<b>Per Ton</b>
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11 The unit bid price for “Commercial HMA” shall include but not necessarily be limited to: all  
12 necessary materials, labor, and equipment to satisfactorily complete furnishing, hauling, and  
13 placement of HMA for new pavement sections, compaction, preparation of existing roadway  
14 surfaces, applying tack coat, and all other necessary materials, labor, and equipment to  
15 satisfactorily complete the work as defined in the Standard Specifications and Special Provisions.

16

**END OF DIVISION 5**

17



SPECIAL PROVISIONS

**DIVISION 8  
MISCELLANEOUS CONSTRUCTION**

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

**8-01.1 Description**

*(Special Provision)*

*Supplement*

*This section is supplemented with the following:*

The Stormwater Pollution Prevention Plan (SWPPP) shall consist of the Contractor's complete requirement to comply with Section 8-01.3(1) of the Standard Specifications and these Special Provisions. The SWPPP shall create, prepare, review, and modify the SWPPP as necessary to be consistent with the actual work schedule, sequencing, and construction methods that will be used on the project. The Contractor's SWPPP shall also incorporate the content and requirements for the Spill Prevention, Control and Countermeasures (SPCC) Plan in accordance with Section 1-07.15(1).

**Water**

The Contractor shall make, at the Contractor's expense, whatever arrangements may be necessary to ensure an adequate supply of water required for erosion control. The Contractor shall also furnish all necessary hose, equipment, attachments and accessories for the adequate irrigation of planted areas to be maintained through the one-year warranty period and as may be required to complete the work as specified. All costs shall be incidental to and included in the bid items involved and no additional compensation shall be made.

**8-01.2 Materials**

*(Special Provision)*

*Supplement*

**High Visibility Fence**

High visibility fence shall be composed of orange high-density polyethylene material and shall be at least four feet in height. High Visibility Fence shall be installed at any drop off greater than four inches in height within the work limits to notify sidewalk users of a hazard. Posts for the fencing shall be steel or wood and shall be placed at six-foot centers or as needed to provide rigidity. The fencing shall be attached to the post every six inches with a polyethylene tie. Fencing shall not be fastened to trees. High visibility fence shall not be measured separately for payment and shall be considered incidental to the lump sum bid item "Erosion Control / Water Pollution Prevention."

**8-01.3 Requirements**

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

*This section is supplemented with the following new subsection:*

**8-01.3(1)A1 Temporary Erosion and Sediment Control**

*(Special Provision)*

*Supplement*

SPECIAL PROVISIONS

1  
2 *This section is supplemented with the following:*

3 **General**

4 The Contractor shall develop a new site specific TESC Plan with catch basin inserts and silt  
5 fences placed as shown in the Plans. Contractor TESC Plans shall include all high visibility fence  
6 delineation shown on the Contracting Agency Contract Plans. All TESC Plans shall meet the  
7 requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control  
8 Manual M 3109 and be adaptively managed as needed throughout construction. The Contractor  
9 shall develop a schedule for implementation of the TESC work and incorporate it into the  
10 Contractor’s progress schedule.

11 The Contractor shall submit their TESC Plan (either the adopted plan or new plan) and  
12 implementation schedule as Type 2 Working Drawings. At the request of the Engineer, updated  
13 TESC Plans shall be submitted as Type 1 Working Drawings.

14 The Contractor shall provide a Construction Stormwater Pollution Prevention Plan (SWPPP) to  
15 the Engineer for review, which will include the SPCC Plan and implementation and maintenance  
16 of all approved Best Management Practices (BMPs) throughout the duration of the project.

17 **8-01.3(1)A General**

18 *(Special Provision)* *Supplement*

19  
20 *This section is supplemented with the following:*

21 The Contractor shall install and maintain all temporary erosion control measures and Best  
22 Management Practices (BMP’s) in accordance with the Contract Provisions. Erosion and  
23 sedimentation control measures and BMP’s shall comply with the City of Sammamish’s most  
24 recent Stormwater Code and the Washington State Stormwater Management Manual for the  
25 Puget Sound Basin.

26 When construction operations are such that debris from the work is deposited on the streets or  
27 sidewalks, the Contractor shall remove on a daily basis, any deposits or debris which may  
28 accumulate on these surfaces. Should daily removal be insufficient to keep the streets clean, the  
29 Contractor shall perform removal operations on a more frequent basis. If the Contractor fails to  
30 keep the streets free from deposits and debris resulting from the work, the Contractor shall, upon  
31 order of the Engineer, provide facilities for and remove all deposits from trucks or other equipment  
32 prior to travel over paved streets.

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

36 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

37 *(Special Provision)* *Replace*

38  
39 *Delete the second and third paragraphs and replace with the following:*

SPECIAL PROVISIONS

1 The ESC Lead is responsible for ensuring the Contractor’s compliance with all local, state,  
2 federal erosion and sediment control and water quality requirements. The ESC Lead shall  
3 prepare, maintain, and update the Stormwater Pollution Prevention Plan (SWPPP) and Spill  
4 Prevention and Countermeasures (SPCC) plan file on-site.

5 The ESC Lead shall implement the Construction SWPPP. Implementation shall include but is  
6 not limited to following:

7 1. Maintain an on-site SWPPP that reflects current site conditions and work methods.  
8 Provide weekly updates to the Project Engineer. The SWPPP shall be updated within  
9 seven (7) days of the following occurrences:

10 a. Significant changes in the design, construction, operation, or maintenance at  
11 the construction site that have, or could have, a significant effect on the  
12 discharge of pollutants to waters of the state.

13 b. Inspections or investigations by site staff or local or state officials determine  
14 that the SWPPP is ineffective in controlling pollutants such that applicable  
15 discharge or surface water standards violations are apparent.

16 2. Identify arising needs for adaptive management and/or BMPs which were not originally  
17 identified in the SWPPP. Coordinate all proposed SWPPP activities with the Project  
18 Engineer.

19 3. Attend all weekly construction meetings and provide an update on current and planned  
20 SWPPP activities.

21 4. Ensure that all necessary Best Management Practices (BMP) are identified, implemented  
22 and maintained throughout construction.

23 5. Oversee the installation and maintenance of all BMP’s to ensure continued performance  
24 of their intended function. Damaged or inadequate BMP’s shall be corrected immediately  
25 through coordination with the Engineer.

26 6. The ESC Lead shall have the authority to act on behalf of the Contractor and shall be  
27 available, on-call, 24 hours a day throughout the project duration.

28 **8-01.4 Measurement**

29 *(Special Provision)* *Supplement*

30  
31 No unit of measurement shall apply to the lump sum bid item “Erosion Control / Water Pollution  
32 Prevention”, per lump sum.

33 **8-01.5 Payment**

34 *(Special Provision)* *Supplement*

35 Payment will be made in accordance with Section 1-04.1 for the following bid item(s):

<b>Erosion Control / Water Pollution Prevention</b>	<b>Lump Sum</b>
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SPECIAL PROVISIONS

Inlet Protection	Per Each
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1 The lump sum contract price for the “Erosion Control and Water Pollution Prevention” shall be full  
2 pay for all costs associated with complying with these Special Provisions and the Standard  
3 Specifications; including creating, submitting, modifying and maintaining a SPCC Plan, TESC  
4 Plans, and the SWPPP; design and submittal of erosion and sediment control BMPs including  
5 providing, maintaining on site the standby equipment and materials to comply with current edition  
6 of the WSDOT Temporary Erosion and Sediment Control Manual M 3109 and Washington  
7 Administrative Code (WAC) Chapter 173-201A; providing an ECS lead and all stormwater  
8 monitoring and reporting, and other specified SWPPP requirements.

9 Included in the unit bid item price for “Inlet Protection” shall be, but shall not necessarily be limited  
10 to: all necessary materials, labor, and equipment to satisfactorily furnish, install, maintain and  
11 monitor the protective device for the duration of construction to complete the work as shown on  
12 the Plans and Details, and as described in these Special Provisions.

13  
14 **8-02 ROADSIDE RESTORATION**

15 **8-02.1 Description**  
16 *(Special Provision)* *Supplement*

17 This section is supplemented with the following:  
18 This section also includes materials and work for Landscape Restoration.

19 **8-02.2 Materials**  
20 *(Special Provision)* *Supplement*

21 This section is supplemented with the following:  
22 Materials shall also meet the requirements of the following sections of these Special Provisions:  
23  
24 Topsoil Type A 9-14.2(1)  
25 Seed 9-14.3  
26 Arborist Mulch 9-14.5(3)A (New Section)

27 **8-02.3(1) Responsibility During Construction**  
28 *(Special Provision)* *Supplement*

29 This section is supplemented with the following:  
30  
31 Throughout planting operations, the Contractor shall keep the premises clean, free of excess  
32 soils, plants, and other materials, including refuse and debris, resulting from his work. As  
33 pedestrians will be allowed continuous access the Contractor shall not stockpile materials or park  
34 equipment in any manner that may create a hazard and/or obstacles to pedestrians.  
35 The Contractor shall be responsible for care and protection of all plant material temporarily stored  
36 on site prior to planting per Section 9-14.7(3).

## SPECIAL PROVISIONS

1 At the end of each work day, and as each planting area is completed, it shall be neatly dressed,  
2 and all surrounding walks and paved areas shall be cleaned to the satisfaction of the Engineer.  
3 No flushing will be allowed without approval of the Engineer. At the conclusion of work, the  
4 Contractor shall remove surplus soils, materials, and debris from the construction site and shall  
5 leave project in a clean condition.

6 Landscape construction is anticipated to begin after all curbs, sidewalks, driveways, major utilities  
7 and associated roadside work is completed. Landscape materials shall not be installed until  
8 weather permits and installation has been authorized by the Engineer. If water restrictions are in  
9 force, planting landscape materials may be delayed.

10 The Contractor shall locate all underground utilities (both new and existing) prior to starting work  
11 and shall not disturb or damage them. Promptly notify the Engineer of any conflict between the  
12 proposed work and any obstructions. The Contractor shall be responsible for making any and all  
13 repairs for damage caused by his or her activities.

### 14 **8-02.3(2)A Roadside Work Plan**

15 *(Special Provision)*

*Supplement*

16  
17 This section is supplemented with the following:

18 The Work Plan shall be submitted to the Engineer at least one week prior to initiating proposed  
19 work. The use of chemical herbicides shall be considered on a case-by-case basis. The  
20 Contractor must submit, as part of the Work Plan, the intent to use chemical herbicides to the  
21 Engineer for approval prior to use.

### 22 **8-02.3(3)A Chemical Pesticides**

23 *(Special Provision)*

*Supplement*

24  
25 This section is supplemented with the following:

26 No chemical herbicides will be allowed in planting areas without approval from the Engineer.

### 27 **8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation**

28 *(Special Provision)*

*Supplement*

29  
30 This section is supplemented with the following:

31 The costs of removing all excess material and debris shall be considered incidental to and  
32 included in the unit contract prices of other items in this contract, including any additional  
33 excavation and replacement of material to install root control fabric.

34 All costs and expense incurred in performing the specified work shall be considered incidental to  
35 other bid items.

### 36 **8-02.3(11)B Bark or Wood Chip Mulch**

37 *(Special Provision)*

*Supplement*

## SPECIAL PROVISIONS

1  
2 This section is supplemented with the following:

3 Arborists Mulch shall be placed over all planting beds as noted on plans to the depth noted on  
4 the Plans. After mulch application, wash plant leaves with a fine spray.

5 Arborist Mulch shall conform to Section 9-14.5(3) of these Special Provisions and shall be  
6 supplied by a Contractor's supplied source, and as approved by the Engineer.

### 7 **8-02.3(17) Landscape Restoration**

8 *(Special Provision)*

*New Section*

9  
10 This section is supplemented with the following:

11 Restore all disturbed areas to original condition or better. Grass areas shall be restored with  
12 hydroseed where directed.

13 The Contractor is specifically reminded that any unnecessary damage caused by construction  
14 activities will be repaired at the Contractor's expense.

15 Topsoil shall be Type A and Bark Mulch shall be Arborists Mulch, per these special provisions.

16 "*Landscape Restoration*", when approved by Engineer, will be paid by force account per Section  
17 1-09.6 of the Standard Specifications and these Special Provisions, and will be full compensation  
18 to relocate, replace, or modify existing private improvements or landscaping where required as a  
19 condition of an easement or permit, or where impact resulting from construction activities is  
20 determined by Engineer, prior to the impact occurring, to be unavoidable, and authorized to be  
21 paid under this force account item. Payment for restoration of landscape areas as noted on the  
22 plans, under this force account, shall only include plant material, procurement and installation as  
23 directed by the Engineer.

24 All topsoil, mulch and seeded areas in restoration areas shall be paid for under "*Landscape*  
25 *Restoration*".

26 The force account provided for "*Landscape Restoration*" also includes any adjustments and or  
27 replacements of existing irrigation systems. This work shall also consist of modifying existing  
28 landscape lighting systems as may become necessary by these improvements.

29 The Contractor is advised that protecting existing private irrigation and lighting systems from  
30 damage does not constitute a basis for claim or extra work. "*Landscape Restoration*" has been  
31 provided as a basis for modifications or improvements to private lighting systems and irrigation  
32 systems that may become necessary, but could not be foreseen prior to construction.

33

### 34 **8-04 CURB, GUTTERS, AND SPILLWAYS**

#### 35 **8-04.1 Description**

36 *(Special Provision)*

*Supplement*

37 This work shall also include the grinding of existing curb and gutter to reduce the slope or eliminate  
38 vertical variations.

SPECIAL PROVISIONS

1 This work shall also include the minor catch basin adjustments per Standard Specification 7-05  
2 "Adjust Catch Basin".

3 **8-04.3 Construction Requirements**

4 *(Special Provision)* *Supplement*

5 **8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways**

6 *(Special Provision)* *Supplement*

7 Delete the first paragraph in this section and replace it with the following:

8 Cement concrete curb, curb and gutter, gutter, and spillway shall be constructed with air  
9 entrained concrete Class 4000 conforming to the requirement of Section 6-02.

10

11 Adjust manhole and catch basin covers within the limits of work per Section 7-05.

12

13 **8-04.3(3) Adjustment of Curbs and Gutters**

14 *(Special Provision)* *New Section*

15 Curb elevations may be adjusted as required based on field conditions. The Contractor shall set  
16 the forms (or string line) to grade and request approval from the Engineer 24-hours prior to curb  
17 placement. The Engineer may require small (3-inches or less) adjustments in the vertical alignment  
18 as required to provide a smooth alignment and drainage. Adjustments should be anticipated and  
19 will be made at no additional cost to the City.

20 Curbs shall be protected against damage or defacement of any kind until it has been accepted by  
21 the Engineer. Work that is not acceptable to the Engineer because of damage or defacement  
22 shall be removed and replaced by the Contractor at his own expense.

23 Lip of new gutter at all curb ramps shall be flush, no exceptions will be given.

24 **8-04.4 Measurement**

25 *(Special Provision)* *Supplement*

26 "Cement Conc. Curb and Gutter" shall be measured per linear foot.

27 "Cement Conc. Pedestrian Curb" shall be measure per linear foot.

28 **8-04.5 Payment**

29 *(Special Provision)* *Supplement*

30 Payment shall be made in accordance with Section 1-04.1, for the following Bid item(s) included  
31 in the Proposal:

32

<b>Cement Conc. Curb and Gutter</b>	<b>Per Linear Foot</b>
-------------------------------------	------------------------

SPECIAL PROVISIONS

<b>Cement Conc. Pedestrian Curb</b>	<b>Per Linear Foot</b>
-------------------------------------	------------------------

1 Included in the unit bid item price for "Cement Conc. Curb and Gutter" and "Cement Conc.  
2 Pedestrian Curb" shall be, but shall not necessarily be limited to: all necessary materials, labor,  
3 and equipment to satisfactorily complete the work as shown on the Plans and Details, and as  
4 described in these Special Provisions.

5 Included in the unit bid item price for "Cement Conc. Curb and Gutter" shall be all work necessary  
6 to complete minor catch basin adjustments within curb and gutter removal sections per Standard  
7 Specification 7-05 "Adjust Catch Basin".

8  
9 **8-14 CEMENT CONCRETE SIDEWALKS**

10 **8-14.1 Description**  
11 *(Special Provision)* *Supplement*

12 This work shall consist of constructing cement concrete sidewalks and cement concrete curb  
13 ramps regardless of thickness, scoring and finishes, in locations as shown on Plans, in conformity  
14 with lines, grades, thicknesses, and typical cross-sections shown on the Plans and that match the  
15 adjacent sidewalk section.

16 Cement Concrete Curb ramps shall include parallel, perpendicular, and combination styles.

17 This work shall also consist of installing Detectable Warning Surfaces.

18 **8-14.3 Construction Requirements**  
19 *(Special Provision)* *Supplement*

20 Supplement 8-14.3 with the following:

21 Cement Concrete Curb Ramps shall match the thickness of the adjacent cement concrete  
22 sidewalk.

23 *(April 3, 2017, WSDOT GSP, 8-14.3.OPT1.GR1)*  
24

25 Section 8-14.3 is supplemented with the following:  
26

27 The Contractor shall request a pre-construction meeting with the Engineer to be held two to  
28 five working days before any work can start on cement concrete sidewalks, curb ramps or  
29 other pedestrian access routes to discuss construction requirements. Those attending shall  
30 include:

- 31
- 32 1. The Contractor and Subcontractor in charge of constructing forms, adjusting  
33 utilities, and placing, and finishing the cement concrete.
- 34
- 35 2. Engineer (or representative) and Project Inspectors for the cement concrete  
36 sidewalk, curb ramp or pedestrian access route Work.
- 37

38 Items to be discussed in this meeting shall include, at a minimum, the following:



## SPECIAL PROVISIONS

- 1
- 2 1. Slopes shown on the Plans.
- 3
- 4 2. Inspection
- 5
- 6 3. Traffic control
- 7
- 8 4. Pedestrian control, access routes and delineation
- 9
- 10 5. Accommodating utilities
- 11
- 12 6. Form work
- 13
- 14 7. Installation of detectable warning surfaces
- 15
- 16 8. Contractor ADA survey and ADA Feature as-built requirements
- 17
- 18 9. Cold Weather Protection

19 *(Special Provision)*

*Supplement*

### 20 Sidewalk Ramps

21 Construction of sidewalk ramps shall conform to City of Sammamish Standard Drawings or  
22 WSDOT Standard Plans as indicated on the plans.

### 23 Cement Concrete Finishes

24 Plain and Scored Cement Concrete Sidewalk shall be as described on the Plans and as indicated  
25 on City of Sammamish Standard Details.

26 Placing and finishing of sidewalk shall be per section 8-14.3(3) of the Standard Specification,  
27 unless otherwise specified and detailed on the Plans. The surfaces are to be struck off, troweled,  
28 lightly broomed in transverse direction, then jointed and edged.

29 The finish requirements include:

- 30 a. Joints tooled with ¼" radius edger, unless otherwise detailed
- 31 b. Sidewalk edges tooled with a ½" radius edger
- 32 c. After sidewalk is given a transverse brush finish, the edges of the sidewalk and all  
33 joints shall be lightly edged again with a 4" wide edging tool to give it a finished  
34 appearance.
- 35 d. When replacing sections of existing sidewalk or when new sidewalk adjoins  
36 existing, new concrete shall be finished to match the existing concrete or as  
37 directed by the Engineer. Coloring agent shall be used in new concrete to match  
38 existing.
- 39 e. Where manhole frames or other utility features are located in the sidewalk, joints  
40 shall be installed to control cracking.
- 41

### 42 Job Conditions

SPECIAL PROVISIONS

1 a. Hot weather: Comply with the recommended practice of ACI 305R and the requirements  
2 specified herein.

3 b. Cold Weather: Comply with the recommended practice of ACI 306R and the requirements  
4 specified herein.

5 All concrete and pavements shall be free of depressions; puddling shall not be allowed to occur.

6 **8-14.4 Measurement**

7 *(Special Provision)* *Supplement*

8 "Cement Conc. Sidewalk" will be measured by the square yard, regardless of thickness, of  
9 completely installed and finished cement concrete sidewalk.

10  
11 No specific unit of measurement shall be made for Cement Concrete Curb Ramps. The cement  
12 concrete curb ramp shall be included in measurement for with the sidewalk.

13  
14 "Detectable Warning Surface" will be measured by the square foot of installed detectable warning  
15 surface.

16 **8-14.5 Payment**

17 *(Special Provision)* *Supplement*

18 Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that  
19 are included in the Proposal:

<b>Cement Conc. Sidewalk</b>	<b>Per Square Yard</b>
<b>Detectable Warning Surface</b>	<b>Per Square Foot</b>

20  
21 The unit contract bid price for "Cement Conc. Sidewalk" shall be full pay for all costs for  
22 equipment, labor and materials, including, but not limited to, form work, subgrade preparation,  
23 cement concrete, finishing, curing, and minor adjustments to all surface features (e.g., lids and  
24 covers) as necessary, to finished grades to construct cement concrete sidewalk.

25  
26 The unit contract bid price for "Cement Conc. Sidewalk" will also include work to construct ADA  
27 compliant curb ramps including but not limited to equipment, labor and materials, form work,  
28 subgrade preparation, cement concrete, finishing, curing. No additional payment shall be made  
29 for ADA ramp installation.

30  
31 The unit contract bid price for "Detectable Warning Surface" shall be full pay for all costs for  
32 equipment, labor and materials, to install the Detectable Warning Surfaces, as shown on the Plans  
33 and defined in the Standard Specifications and these Special Provisions.  
34

SPECIAL PROVISIONS

1 **8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT**  
2 **TRANSPORTATION SYSTEMS, AND ELECTRICAL**

3 **8-20.1 Description**

4 *(Special Provision)* *Replacement*

5 This work consists of furnishing, installing and field testing all materials and equipment necessary  
6 to complete in place, fully functional system(s) of any or all the following types including  
7 modifications to an existing system:

- 8 • This work includes replacement of non-APS PPBs, replacement of PPBs in non-ADA  
9 compliant locations, replacement of PPBs due to proposed ramp designs, installation of  
10 Signal Power Interface (SPI) units in existing pedestrian signal heads, installation of PPB poles  
11 and foundations, trenching and conduits, removal and replacement of wiring, and removal  
12 and replacement of existing junction boxes with new non-skid junction boxes in areas of  
13 proposed sidewalk improvements and signal controller updates.
- 14 • Repairing and splicing vehicle detection loops to restore a fully functional signal system  
15 per King County Loop Splicing Details, if necessary.
- 16 • Furnishing and installing non-skid lids for City owned utility vaults within the pedestrian  
17 ramp improvement areas, if necessary.
- 18

19 All work shown in Plans shall be performed **per the Direction of the Engineer** in accordance  
20 with applicable Standard Specifications, Standard Plans and these Special Provisions.

21 Unless otherwise noted, the location of foundations, poles, junction boxes and appurtenances  
22 shown in the Plans are approximate; and the **exact location will be established by the**  
23 **Engineer in the field.**

24 **8-20.1(3) Permits and Inspections**

25 *(Special Provision)* *Supplement*

26 The Lead Traffic Signal Technician shall inspect and approve the electrical portions of the project.  
27 The Contractor shall notify the Lead Traffic Signal Technician at least 48 hours in advance of  
28 required field inspection. Before work begins, the Contractor shall contact the Lead Traffic Signal  
29 Technician to coordinate a schedule of electrical inspection. This project shall be accomplished  
30 in compliance with WAC 296-46B-040 Traffic Management Systems. This project shall conform  
31 to the current adopted version of the NEC.

32 **8-20.1(4) Restrictions on the Schedule of Work**

33 *(Special Provision)* *New*

34 Traffic Control During Construction:

35 Traffic control shall be per Section 1-07.23(1) of the Special Provisions. Traffic Signal equipment  
36 shall be functional at all times. When necessary the Contractor shall install temporary equipment.  
37 The Contractor shall obtain approval from the Engineer prior to removal or installation of  
38 pedestrian push buttons, RRFB poles, junction boxes, conduit, wiring and other activities requiring  
39 lane closures or signal operations interruptions.

SPECIAL PROVISIONS

1 **8-20.2 Materials**

2 *(Special Provision)* *Supplement*

3 The Engineer reserves the right to inspect the manufacturing process of all materials. Final  
4 inspection and acceptance of the installed materials will not be given until final installation and  
5 testing has been completed on the systems. Approval to install materials and equipment must be  
6 obtained from the Engineer at the job site before installation.

7 The Contractor shall provide all manufacturer warranty documents to the City.

8 The City will supply catalog cuts of City furnished materials upon contract award.

9 **Contracting Agency-Supplied Materials**

10 The City will supply the following materials:

<u>Description</u>	<u>Quantity</u>
• APS Pushbutton, Campbell Guardian, 9x12 Sign and Mount	8
• Signal Power Interface (SPI) Unit	8
• APS Pushbutton Extension Bracket	4
• Aluminum Pedestal Base Assembly – 6” Bolt Circle	6
• 4” Pedestrian Push Button (PPB) Pole	6
• PPB Pole Top Cap	6
• Video Detection Equipment	4

11 The Contractor shall notify the Inspector and Lead Traffic Signal Technician three working days  
12 in advance of the date Contracting Agency-supplied materials are required. The Contractor and  
13 Traffic Signal Technician shall schedule a time for the Contractor to pick up materials to be  
14 furnished by the City .

15 All other materials required to complete the work shall be furnished by the Contractor.

16 **8-20.2(1) Equipment List and Drawings**

17 *(Special Provision)* *Supplement*

18 Manufacturer’s technical information shall be submitted for all electrical equipment, wire, conduit,  
19 junction boxes, anchor bolts, and all other items to be used on the Project that is not provided by  
20 the City, within 14 days following execution of the Contract. All approvals by the Engineer must  
21 be received by the Contractor before material will be allowed on the job site.

22 The Engineer will have 14 calendar days to review information for each submittal that is made.  
23 Approval of shop drawings does not constitute final acceptance or guarantee of the material, but  
24 is solely to assist the Contractor in providing the specified materials.

25 All shop drawings for signal poles that are not listed on the WSDOT Pre-Approved plans shall be  
26 stamped by a registered civil or structural engineer.

27 All materials to be approved for all electrical systems shall be submitted in a single package.

## SPECIAL PROVISIONS

### 1 **8-20.3 Construction Requirements**

#### 2 **8-20.3(3) Removing and Replacing Improvements**

3 *(Special Provision)*

*Supplement*

4 All removed equipment shall become the property of the Contractor and the Contractor shall be  
5 responsible for its disposal.

#### 6 **8-20.3(4) Foundations**

7 *(Special Provision)*

*Supplement*

8 The Contractor shall provide all materials for and construct the foundations for poles to the  
9 dimensions specified in the Plans. The anchor bolt pattern circle shall match that of the item to be  
10 installed thereon.

11 The Engineer, prior to excavation, shall approve location of all concrete foundations.

12 PPB Type Signal pole foundations shall be per WSDOT Standard Plans J-20.10 or J-20.11 as per  
13 field directives by Engineer.

14 RRFB Signal pole foundations shall be per WSDOT Standard Plan J-20.11 (except bolt circle  
15 shall match RRFB base pattern).

16 All excess materials shall be removed from the construction site and disposed of at the  
17 Contractor's expense.

18 Concrete foundations shall be placed against undisturbed earth if possible. CDF shall be used to  
19 backfill around signal pole foundations that are not placed against undisturbed earth. Before  
20 placing the concrete, the Contractor shall block out around any other underground utilities that lie  
21 in the excavated base so that the concrete will not adhere to the utility line. Concrete shall be  
22 promptly cleaned from the exposed portion of the anchor bolts and conduit after placement.

23 The Contractor shall secure the anchor bolts required for the item to be mounted on the  
24 foundation. The Contractor shall also securely locate all conduit required, to be used to connect  
25 the pole ground wire to the ground rod in the nearest junction box.

26 The Contractor shall not place the poles on the new foundations until the requirements in section  
27 6-02 of Standard Specifications are met and the Contractor obtains Engineer's approval.

28 Where a foundation is placed adjacent to the back edge of the sidewalk, the top of the foundation  
29 shall be poured flush with the finished sidewalk grade. If necessary, the sidewalk shall be notched  
30 around the foundation and a 3/4-inch through expansion joint shall be provided at all points where  
31 the foundation and sidewalk are in contact, such that the foundation can be removed without  
32 damage to the surrounding sidewalk. If no sidewalk exists, the top of the foundation shall be  
33 approved by the Engineer in the field.

34 The locations of the traffic signal poles containing pedestrian push buttons relative to the curb  
35 ramps are critical to comply with ADA requirements. Prior to constructing the curb ramp or  
36 excavating for the foundation, the Contractor shall ensure that both the ramp and the pole are  
37 properly located as approved by the Engineer.

## SPECIAL PROVISIONS

### 1 **8-20.3(6) Junction Boxes, Cable Vaults, and Pull Boxes**

2 *(Special Provision)*

*Supplement*

3 The Contractor shall supply all junction boxes. Junction boxes shall conform to the requirements  
4 of the following:

5 • Junction box Type 1 & 2: Standard Plan J-40.10

6 • Junction box Type 8: Standard Plan J-40.30

7 The locations of the junction boxes as shown in the Plans are approximate and the exact locations  
8 shall be determined in the field. Junction boxes shall be located outside the traveled way, curb  
9 ramp landings, and driveways. The new junction box shall not interfere with any other previous  
10 or relocated installation. The lid shall also be flush with its frame and with the surrounding area  
11 whether it is shoulder, sidewalk, or other surface.

12 Adjustments involving raising or lowering the junction boxes shall require conduit modifications  
13 as specified in Section 8-20.3(6) of the Standard Specifications. Wiring shall be replaced if  
14 sufficient slack as specified in Section 8-20.3(8) of the Standard Specifications is not maintained.

15 The Contractor shall not damage any existing conduits when replacing or excavating existing  
16 junction boxes. The Contractor is to maintain the integrity of all junction boxes during  
17 reconfiguration of the conduits, installation of new conduits or when excavating.

18 Pre-molded joint filler for expansion joints shall be placed around junction boxes installed in  
19 sidewalks.

20 All new junction boxes placed in the sidewalk shall have slip-resistant lids per City of Samammish  
21 Figure 09-19.

22 Unless otherwise noted in the Plans or approved by the Engineer, new junction boxes, cable  
23 vaults and pull boxes shall not be placed within the traveled way or paved shoulders.

24 The second paragraph is supplemented with the following:

25 9. Wiring shall not be pulled into any conduit until all associated junction boxes have been  
26 adjusted to or installed in their final grade and location, unless installation is necessary to  
27 maintain system operation. If wire is installed for this reason, sufficient slack shall be left to  
28 allow for final adjustment.

29 10. Junction box lids shall have grounding lugs and be mechanically and electrically bonded.

### 30 **8-20.3(8)**

**Wiring**

31 *(Special Provision)*

*Modification*

32 *The third paragraph of this section is deleted and replaced with the following:*

33 All splices in underground illumination circuits and induction loop circuits shall be installed in  
34 junction boxes. The only splice allowed in induction loop circuits shall be the splice connecting  
35 the induction loop lead-in conductors to the shielded home run cable. Loop wires shall be spliced  
36 to lead-in cable at the loop junction box with an approved mastic tape, 3-M 06147 or equal. The

## SPECIAL PROVISIONS

1 mastic pad shall be a minimum of 5 inches long. The mastic splice shall be centered on the wire  
2 at the splice point, folded up around the sides, and jointed at the top. The mastic pad ends shall  
3 be visible and fully sealed to the conductor insulation. The ends of the lead-in cable shall have  
4 the sheathing removed 8 inches and shall be dressed external to the splice. All connections with  
5 #10 and smaller wire shall use copper crimped connectors installed with a positive action (ratchet)  
6 tool. The non-insulated die shall be an indent type and insulated die shall be of a smooth shape  
7 capable of crimping pre-insulated terminals and connectors. The tool shall be compound lever  
8 type with a ratchet mechanism to ensure positive closure for full crimping cycle. The tool shall be  
9 field adjustable to proper calibration with common tools and materials. All connectors shall be  
10 wrapped with two layers of electrical tape. All epoxy splice kits shall be physically separated from  
11 other splices and wiring within the junction box to avoid damage from heat during the casting  
12 process.

### 13 **8-20.3(9) Bonding, Grounding**

14 *(Special Provision)*

*Supplement*

15 Detectable pull wires shall not be connected to the equipment-grounding system.

16 Contractor shall provide and install bonding and grounding wires as described in Standard  
17 Specifications and the National Electric Code for any new metallic junction boxes and any  
18 modified existing junction boxes. For the purposes of this section, a box shall be considered  
19 "modified" if new current-carrying conductors are installed, including low-voltage conductors.

20 Junction box lids and frames shall be grounded in accordance with Department of Labor and  
21 Industries standards, and shall be grounded so that the ground will not break when the lid is  
22 removed and lain on the ground next to the junction box.

23 All conduits which are not galvanized steel shall have bonding wires between junction boxes.

24 Ground rods shall be copper clad steel, ¾-inch in diameter by 10-foot long, connections shall be  
25 made with termite welds.

26 At points where wiring shields of shielded conductors are grounded, the shields shall be neatly  
27 wired and terminated on suitable grounding lugs.

### 28 **8-20.3(11) Testing**

29 *(Special Provision)*

*Supplement*

30 All work shall be completed in a manner that provides the Signal Technician, Inspector and  
31 Engineer with full knowledge of the construction. The work shall proceed in accordance with the  
32 approved construction schedule previously supplied to and approved by the City. The Signal  
33 Technician, Inspector and Engineer may, at their option, cause work completed without their  
34 knowledge or inspection to be dismantled so that it can be inspected to their satisfaction.  
35 Appropriate tests shall be performed in accompaniment with the Engineer, Inspector, or Signal  
36 Technician.

### 37 **8-20.3(14)A Signal Controllers**

38 *(Special Provision)*

*Supplement*

## SPECIAL PROVISIONS

1 Only journey level work in the presence of the Signal Technician is allowed in the controller  
2 cabinet.

### 3 **8-20.3(14)C Induction Loop Vehicle Detectors**

4 *(Special Provision)* *New*

5 *The following is added at the end of Item 4:*

6 All new loops to be installed shall be six foot diameter round loops installed in accordance with  
7 the King County Loop Splicing, Labeling and Spacing Details included in Appendix D to these  
8 Special Provisions.

9 All loops shall be tested in accordance with Section 8-20.3(14)D and approved by the Engineer.

10 The maximum down time for existing loops shall be no more than 4 days. Otherwise, the  
11 Contractor shall provide temporary video detection for the approach at their own cost and work  
12 shall be coordinated with the City Signal Technician.

13 The Contractor shall coordinate with the Signal Technician to place signal on recall for side streets  
14 during loop down time.

### 15 **8-20.3(14)D Test for Induction Loops and Lead-In Cable**

16 *(Special Provision)* *Modification*

17 *This section is deleted in its entirety and replaced with the following:*

18 All tests shall be performed by the Contractor in the presence of the Electrical Inspector or Traffic  
19 Signal Technician for each loop or the tests will be conducted by County personnel at the request  
20 of the Contractor. The tests shall be performed at the amplifier location after complete installation  
21 of the loop. All costs associated with testing shall be included in the unit contract prices of the  
22 respective bid items.

23 Test A — The DC resistance between the two lead-in cable wires will be measured by a volt  
24 ohm meter. The resistance shall not exceed 5 ohms measured at the loop ends in the junction  
25 box.

26 Test B — A megohm meter test at 500 volts DC shall be made between the lead-in cable  
27 shield and grounding, prior to connection to grounding. The resistance shall equal or exceed  
28 200 megohms.

29 Test C — A megger test shall be made between the loop circuit and grounding. The  
30 resistance shall equal or exceed 200 megohms.

31 Test D — An inductance test to determine the inductance level of each inductance loop. The  
32 Contractor shall record the inductance level of each inductance loop installed on the project  
33 and shall furnish the findings to the Engineer. An inductance level 90 micro-henries.

34 If any of the installations fails to pass all tests, the loop installation or lead-in cable shall be  
35 repaired and replaced and then retested.

### 36 **8-20.3(14)E Signal Standards**

37 *(Special Provision)* *Supplement*



## SPECIAL PROVISIONS

1 Traffic signal PPB type poles shall be furnished by the City and installed by the Contractor in  
2 accordance with the methods and materials noted in the applicable Standard Plans, pre-approved  
3 plans, or special design plans.

4 After delivery of the poles to the job site and before they are installed, they shall be stored in a place  
5 that will not inconvenience the public. Signal pole delivery to the job site by the City shall not  
6 commence until foundations have been constructed. All poles and arms shall be installed in  
7 compliance with Washington State Utility and Electrical Codes.

8 The poles shall be installed on leveling nuts and washers secured to the anchor bolts and with  
9 locking nuts and washers on the top of the base flange. The side of the shaft opposite the load  
10 shall be plumbed by adjusting the leveling nuts or as otherwise directed by the Engineer. The  
11 space between the concrete base and the bottom of the pole flange shall be filled with dry pack  
12 mortar to completely fill the space under the flange and be neatly troweled to the contour of the  
13 pole flange. A barrier shall be placed around the anchor bolts to prevent grout from entering the  
14 conduits. A plastic drain hose (3/8-inch diameter) shall be inserted through the mortar to provide  
15 drainage from the interior of the pole base and be trimmed flush with the interior and exterior  
16 surface of the mortar. Dry pack mortar shall consist of a 1 to 3 mixture of cement and fine sand.

17 Where trenching, excavation or other work is to be done near an existing pole, the Contractor is  
18 responsible for protecting the pole and foundation as may be necessary to prevent shifting or  
19 other damage.

### 20 **8-20.3(14)F Pedestrian Push Button Assembly**

21 *(Special Provision)*

*New*

22 The City shall provide and the Contractor shall install the APS style pedestrian push buttons and  
23 signs on the signal poles. The push buttons will be mounted to the poles per WSDOT Standard  
24 Plan J-20.26. All mountings shall be securely fastened and approved by the City Lead Signal  
25 Technician. The position of the pedestrian push buttons shall be adjacent to a flat surface, located  
26 generally so that the pedestrian push button shall be oriented parallel to the crosswalk served,  
27 and face the intersection. However, final positioning for the optimum effectiveness shall be  
28 approved by the Engineer.

29 The Contractor shall provide and install the APS controllers (required for APS style pedestrian  
30 push button) in each pedestrian signal head associated with each APS style pedestrian push  
31 button. The APS controllers shall be securely fastened in the pedestrian signal head and approved  
32 by the City Engineer.

33 Four APS extension brackets shall be provided by the City, and shall be installed by the Contractor  
34 as noted on the Plans. The Contractor shall provide and install additional APS extension brackets  
35 on the signal poles for the APS style pedestrian push buttons, if required. The APS extension  
36 brackets shall be securely fastened by the Contractor and approved by the City Engineer.

37 The Contractor shall install equipment/hardware per manufacturer's recommendation and/or as  
38 directed by the Engineer.

39 The Contractor shall provide flagger assisted traffic control during push button down time.

### 40 **8-20.3(14)G Rectangular Rapid Flashing Beacon (RRFB) System**

## SPECIAL PROVISIONS

1     *(Special Provision)* *New*

2     The Contractor shall modify existing RRFB solar system as shown on the Plans and as per  
3     Engineer’s directives in the field. Leftover holes on existing poles, due to pushbutton relocations,  
4     shall be covered with metal plugs and repaired per the Plans.

5     The Contractor shall coordinate with the City Inspector for RRFB system final operational testing.

### 6     **8-20.4     Measurement**

7     *(Special Provision)* *Supplement*

8     When shown as lump sum in the Plans or in the proposal as “Modify Existing Traffic Signal and  
9     RRFB Systems, Complete, Per Lump Sum”, no specific unit of measurement will apply, but  
10    measurement will be for the sum total of all items for complete systems to be furnished and  
11    installed.

### 12    **8-20.5     Payment**

13    *(Special Provision)* *Replacement*

14    Payment will be made in accordance with Section 1-04.1 for the following bid items when included  
15    in the proposal:

16    “Modify Existing Traffic Signal and RRFB Systems, Complete, Per Lump Sum”

17    The Contract price for the above listed “Modify Existing Traffic Signal and RRFB Systems,  
18    Complete” per lump sum, shall be full pay for the furnishing, construction and testing of the  
19    complete electrical systems, including modifying existing systems, or both, as shown in the Plans  
20    and herein specified, excavation, backfilling, installation and removal of concrete foundations,  
21    installation of PPB type signal poles (city furnished), relocation of existing poles and push button  
22    assemblies, installation of APS style pedestrian push button assemblies (city furnished),  
23    installation of aluminum pedestal bases (city furnished), installation of Signal Power Interface (SPI)  
24    units (city furnished) in the pedestrian signal heads, installation, modification or adjustments of  
25    junction boxes, conduit, wiring, restoring facilities destroyed or damaged during construction,  
26    signal loop replacement, and making all required tests and electrical inspections. Also included in  
27    this lump sum price shall be temporary pedestrian signal systems as necessary to maintain fully  
28    functional signal system.

## 30    **8-22    PAVEMENT MARKING**

### 31    **8-22.1     Description**

32    *(Special Provision)* *Supplement*

33    Pavement markings shall conform to Section 8-22 of the Standard Specifications, and the  
34    latest edition and amendments thereto of the Manual on Uniform Traffic Control Devices  
35    (MUTCD) as adopted by the State of Washington, and shall be constructed as shown in the Plans  
36    except as modified herein. Also included in this work shall be removal of existing channelization  
37    and installation of temporary channelization.

### 38    **8-22.2     Materials**

SPECIAL PROVISIONS

1 (Special Provision) Supplement

2 Plastic pavement marking materials shall be Type A – liquid hot applied thermoplastic.

3 **8-22.3 Construction Requirements**

4 (Special Provision) Supplement

5 In addition to the requirements of Sections 8-22.3(2) and 8-22.3(3), the application and surface  
6 preparation shall conform to the manufacturer’s recommendations.

7 After cleaning of areas to receive pavement markings, the areas shall pass inspection of the  
8 Engineer prior to application of the material or the primer coat.

9 Reflectorized beading as stated in Section 8-22.3(3) of the Standard Specifications shall be  
10 provided with all pavement markings.

11 **8-22.3(1) Preliminary Spotting**

12 (Special Provision) Supplement

13 Prior to installing pavement markings, the Contractor shall pre-mark the layout of all  
14 channelization and receive approval from the Engineer. Pre-marks shall consist of painted spot  
15 markings. The Contractor shall notify the Engineer and request approval of the pre-mark  
16 channelization at least 48 hours prior to placement of the pavement markings.

17 **8-22.3(6) Removal of Pavement Markings**

18 (Special Provision) Supplement

19 As indicated on the Plans, the Contractor shall remove existing pavement markings consisting of  
20 paint, thermoplastic and raised pavement markings.

21 **8-22.5 Payment**

22 (Special Provision) Supplement

23 Payment shall be made for the following bid items:

24

<b>Plastic Crosswalk Line</b>	<b>Per Square Foot</b>
<b>Plastic Stop Line</b>	<b>Per Linear Foot</b>
<b>Paint Line, 6-In.</b>	<b>Per Linear Foot</b>
<b>Plastic Bicycle Lane Symbol</b>	<b>Per Each</b>

25

26 The unit bid price for the above items shall be full compensation for work including, but not limited  
27 to, all incidental work and all labor, material, tools, and equipment necessary to remove the  
28 existing channelization, install temporary channelization, and install the new channelization to  
29 satisfactorily complete the work as defined in the Standard Specifications and these Special  
30 Provisions.

SPECIAL PROVISIONS

1  
2  
3

**END OF DIVISION 8**

SPECIAL PROVISIONS

**DIVISION 9  
MATERIALS**

1  
2  
3 **9-03 AGGREGATES**

4 **9-03.21 Recycled Material**

5 *(Special Provision)* *Revision*

6  
7 The use of recycled material as aggregate is prohibited.

8 **9-14 EROSION CONTROL AND ROADSIDE PLANTING**

9 **9.14.2(1) Topsoil Type A**

10 *(Special Provision)* *Supplement*

11 The topsoil shall be Three Way Soil Mix by:

- 12 1. Red-E Topsoil
- 13 2. Cedar Grove Composting
- 14 3. Topsoils Northwest
- 15 4. Or Approved Equal.

16 To be equal to these sources, source should be commercial operation with expertise in production  
17 of topsoil, an established method of screening materials to verify no pollutant contamination and  
18 that all materials are biodegradable, and produce a product that is equal in quality to the sources  
19 listed. A quality topsoil product is at a minimum a loam soil with fine compost amendments, rich  
20 in nutrients, free draining, and weed free.

21 **9.14.3 Seed**

22 *(Special Provision)* *Supplement*

23 Seeded Lawn Mix

Kind and Variety of Seed in Mixture	% By Weight	Minimum % Germination
Perennial Rye ( <i>Lolium perenne</i> ) (3 Varieties)	100%	90%

25 Seeded Lawn Mix shall be Blue Tag Certified 100% weed free, application rate of 6lbs per 1000sf.

26 **9.14.5(3)A Arborist Mulch**

27 *(Special Provision)* *New Section*

28 Arborists Mulch shall be a standard commercial product, coarse shredded bark mulch with a  
29 minimum of 95 percent of the material passing through a 5 inch sieve and no more than 45  
30 percent, by loose volume passing through a 3/4 inch sieve. Submit sample for approval prior to  
31 delivery to the job site. Bark shall be ground fir or hemlock bark of uniform color, free from weed

## SPECIAL PROVISIONS

1 seeds, sawdust and splinters, and shall not contain resin, tanning, wood fiber or other compounds  
2 detrimental to plant life. Source shall be from a freshwater mill. It shall contain a minimum of  
3 extraneous material.

### 4 **9-21 RAISED PAVEMENT MARKERS (RPM)**

#### 5 **9-21.1 Raised Pavement Markers Type 1**

6 *(Special Provision)*

*Supplement*

7 All Type 1 RPMs shall be 4" round model "ANR-W or ANR-Y" as manufactured by Alpine  
8 Products, Inc. Auburn, Washington.

#### 9 **9-21.2 Raised Pavement Markers Type 2**

10 *(Special Provision)*

*Supplement*

11 All Type 2 RPMs shall be square Stimsonite model 88 or Stimsonite model C80 as  
12 manufactured by Ennis-Flint.

### 13 **9-29 ILLUMINATION, SIGNALS, ELECTRICAL**

#### 15 **9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes**

16 *(Special Provision)*

*Supplement*

17  
18 All new junction boxes shall be per WSDOT Standard Plans J-40.10 and J-40.30.

19 All concrete junction box lids shall be inscribed with the legends below:

- 20 • boxes with street lighting conductors shall read "LT"
- 21 • boxes with traffic signal conductors read "TS".

22  
23 Label style shall comply with WSDOT Standard Plan J-40.30.

24 All junction boxes within a paved or pedestrian area shall be made of non-skid steel plate at least  
25 5/16-inch thick.

26 All junction box lids and frames shall be hot-dip galvanized. All junction box lids shall be locking.

27 ***(September 3, 2019, WSDOT GSP)***

28  
29 Where slip-resistant junction boxes, cable vaults, or pull boxes are required, each box or vault  
30 shall have slip-resistant surfacing material applied to the steel lid and frame of the box or vault.  
31 Where the exposed portion of the frame is ½ inch wide or less, slip-resistant surfacing material  
32 may be omitted from that portion of the frame. Slip-resistant surfacing material shall be identified  
33 with a permanent marking on the underside of each box or vault lid where it is applied. The  
34 permanent marking shall be formed with a mild steel weld bead, with a line thickness of at least  
35 1/8 inch. The marking shall include a two-character identification code for the type of material  
36 used and the year of manufacture or application. The following materials are approved for  
37 application as slip-resistant material, and shall use the associated identification codes:

- 38 1. Harsco Industrial IKG, Mebac #1 - Steel: M1
- 39 2. W. S. Molnar Co., SlipNOT Grade 3 – Coarse: S3

SPECIAL PROVISIONS

1 3. Thermion, SafTrax TH604 Grade #1 – Coarse: T1

2

3 **9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable**

4 **9-29.3(2) A3 Equipment Grounding and Bonding Conductors**

5 *(Special Provision)*

*Revision*

6

7 Equipment grounding and bonding jumper conductors shall be green insulated, stranded copper  
8 with cross-linked polyethylene insulation rated THWN and 600 volts, with the exception that the  
9 equipment grounding and bonding jumper conductors installed between a junction box or cable  
10 vault’s frame and its lid shall be tinned, braided copper.

11 **9-29.3(2)F Detector Loop Wire**

12 *(Special Provision)*

*Revision*

13 Detector Loop wire shall be 12 AWG stranded copper wire, IMSA 51-3.

14 **9-29.6 Light and Signal Standards**

15 **9-29.6(1) Steel Light and Signal Standards**

16 *(Special Provision)*

*Supplement*

17

18 **Type PPB**

19 Pedestrian push button posts, base covers, and pole caps shall be furnished by the City. All  
20 other associated equipment, including anchor bolts, shall be furnished by the Contractor.

21 **9-29.19 Pedestrian Push Buttons**

22 *(Special Provision)*

*Supplement*

23

24 Pedestrian push buttons shall be furnished by the City and shall be Type Guardian APS by  
25 Campbell Company, Guardian 915, Independent APS with walk-phase tones or verbal messages,  
26 vibro-tactile indications, ambient gain volume control, extended press location message, LED visual  
27 acknowledgement, locator tone and clearance-phase indications. All setup shall be done by the  
28 Contractor per Engineer’s directives. This system utilizes the existing two wires from the traffic control  
29 cabinet and 1-4C conductor from the APS station to the Signal Power Interface (SPI) in the pedestrian  
30 head. SPI interfaces shall be furnished by the City. All wiring shall be replaced, if any splicing is  
31 required.

32 Signal controller modifications and testing shall be done by the City Signal Maintenance  
33 Representative.

34

35

**END OF DIVISION 9**

36

37

SPECIAL PROVISIONS

1



# **APPENDIX A**

## **Wage Rates**

## **Washington State Prevailing Wage Rates for Public Works Contracts**

Dept of L & I's prevailing wage rates can be found at the following website address:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Based upon the submittal deadline for this project the wage publication effective date to use is:

- **June 13, 2023**

The county in which the Public Works project is located is:

- **King County**

**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 - Manufactures - Fabricator**

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.

<b>ITEM DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
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		<b>X</b>
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		<b>X</b>
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.		<b>X</b>
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		<b>X</b>
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		<b>X</b>
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.		<b>X</b>
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.		<b>X</b>

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 Contact 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		<b>X</b>
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		<b>X</b>
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		<b>X</b>
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		<b>X</b>
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		<b>X</b>
22. Vault Risers - For use with Valve Vaults and Utilities  X Vaults.		<b>X</b>
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		<b>X</b>
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.		<b>X</b>
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.	<b>X</b>	
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	<b>X</b>	

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. <b>NOTE:</b> *** 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

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Overtime Codes

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

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

**Overtime Codes Continued**

- I. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- 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).

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

**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**

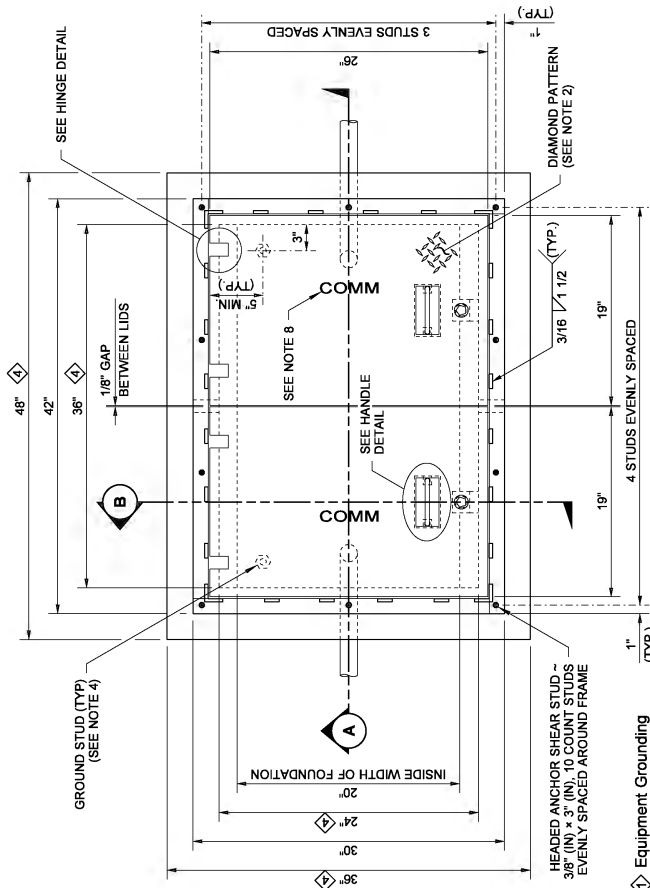
9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract 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 a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

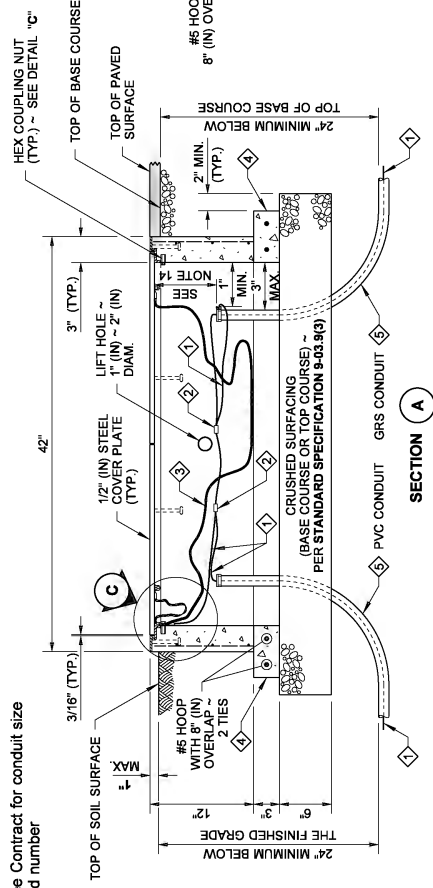
# **APPENDIX B**

## **Standard Plans**



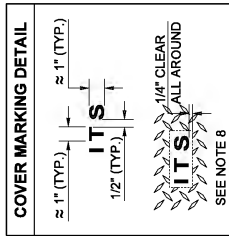
**LOCKING LID STANDARD DUTY JUNCTION BOX**  
PLAN VIEW

- ④ Equipment Grounding Conductor
- ④ Copper Solderless Crimp Connector
- ④ Equipment Bonding Jumper
- ④ Foundation
- ④ See Contract for conduit size and number



**SECTION A**

**NOTES**



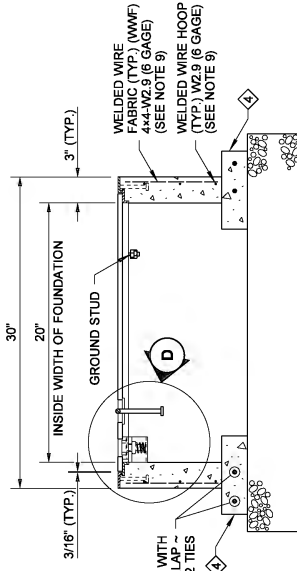
1. All box dimensions are approximate. Exact configurations vary among manufacturers.
2. Minimum lid thicknesses are shown. Junction Boxes installed in sidewalks, walkways, and shared-use paths shall have a slip-resistant coating on the lid and lip cover plate and shall be installed with the surface flush with and matched to the grade of the sidewalk, walkway, or shared-use path. The non-slip lid shall be identified with permanent markings on the underside, indicating the type of surface treatment (see Contract Documents for details) and the year of manufacture. The permanent marking shall be 1/8" (in) line thickness formed with a mild steel weld bead and shall be placed prior to hot-dip galvanizing.
3. Lid support members shall be 3/16" (in) min. thick steel C, L, or T shape, welded to the frame. Exact configurations vary among manufacturers.
4. A 1/4-20 NC x 3/4" (in) S. S. ground stud shall be welded to the bottom of each lid; include (2) S. S. nuts and (2) S. S. flat washers. The hinges shall allow the lids to open 180°.
5. Bolts and nuts shall be liberally coated with anti-seize compound.
6. Connect Equipment Bonding Jumper to ground stud on lid. As an alternative to the ground stud connection, the Equipment Bonding Jumper shall be attached to the front face of the hinge pocket with a 5/16-20 NC x 3/4" (in) S. S. bolt, (2) each S. S. nuts, and (2) each S. S. flat washers. Equipment Bonding Jumper shall be #8 AWG min. x 4' (ft) of tinned braided copper.
7. The System Identification letters shall be 1/8" (in) line thickness formed by a mild steel weld bead. See Cover Marking detail. Grind off diamond pattern before forming letters. See **Standard Specification 9-29.2(4)** for details.
8. See the **Standard Specifications** for alternative reinforcement and class of concrete.
9. See **Standard Plan J-40.10** for Welded Wire Fabric and Headed Anchor Shear Stud attachment details.
10. Capacity ~ conduit diameter = 24" (in)
11. Lid Bolt Down Attachment Tab provides a method of retrofitting by using a mechanical process in lieu of welding. Attachment Tab shown depicts a typical component arrangement, actual configurations of assembly will vary among manufacturers. See approved manufacturers' shop drawing for specifics.
12. Unless otherwise noted in the plans or approved by the Engineer, Junction Boxes, Cable Vaults and Pull Boxes shall not be placed within the sidewalk, walkway, shared use path, traveled way or paved shoulders. All Junction Boxes, Cable Vaults, and Pull Boxes placed within the traveled way or paved shoulders shall be Heavy-Duty.
13. Distance between the top of the conduit and the bottom of the Junction Box lid shall be 6" (in) min. to 8" (in) max. for final grade of new construction only. See **Standard Specification 8-20.3(5)**. Where adjustments are to be made to existing Junction Boxes, or for interim construction stages during the contract, the limits shall be from 6" (in) min. to 10" (in) max. See **Standard Specification 8-20.3(6)**.



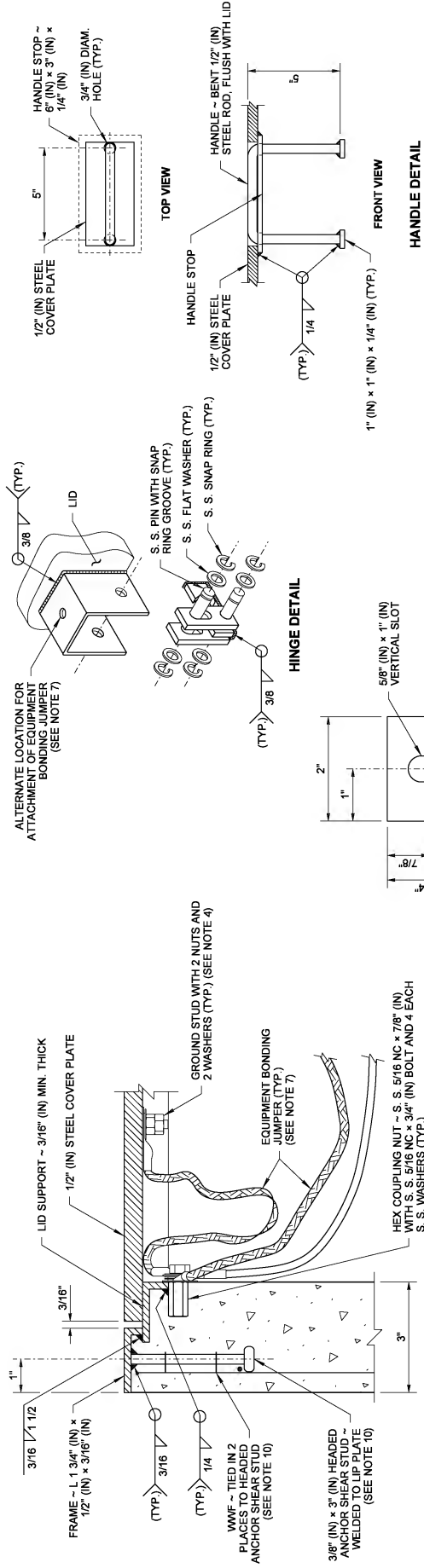
**LOCKING LID STANDARD DUTY JUNCTION BOX TYPE 8**  
**STANDARD PLAN J-40.30-04**  
SHEET 1 OF 2 SHEETS

APPROVED FOR PUBLICATION  
STATE DESIGN ENGINEER  
Washington State Department of Transportation

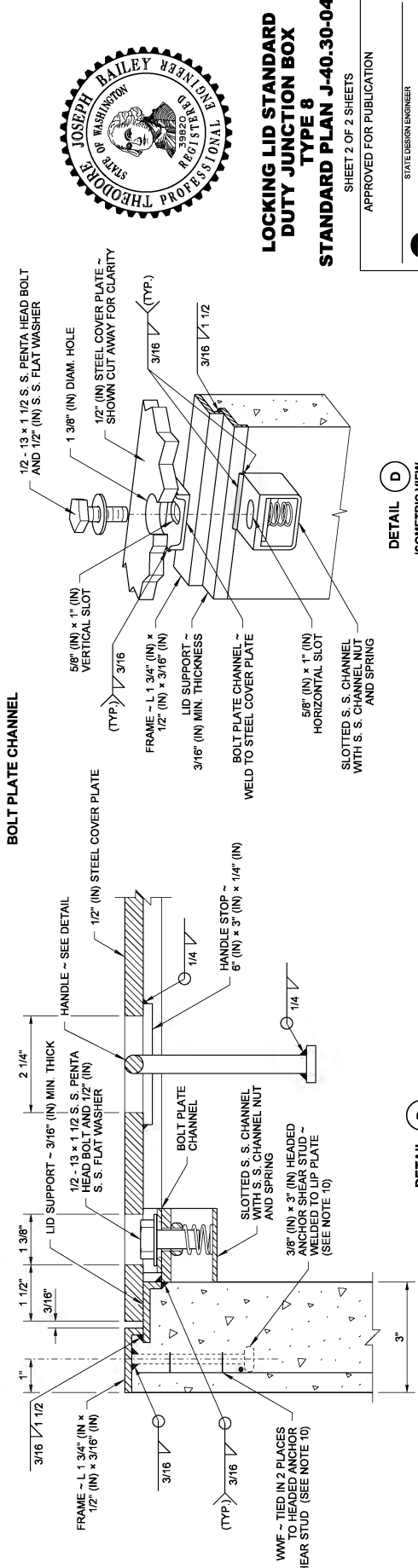
**SECTION B**  
CONDUITS NOT SHOWN



**SECTION B**  
CONDUITS NOT SHOWN



DETAIL C



DETAIL D



**LOCKING LID STANDARD DUTY JUNCTION BOX TYPE 8**

**STANDARD PLAN J-40.30-04**

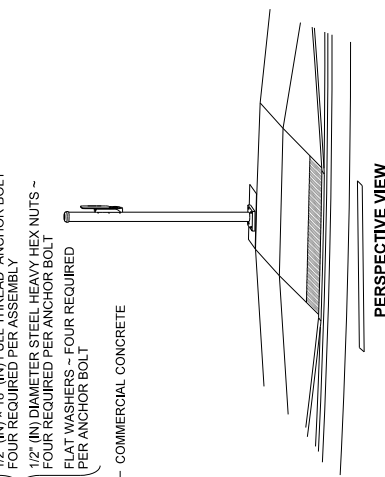
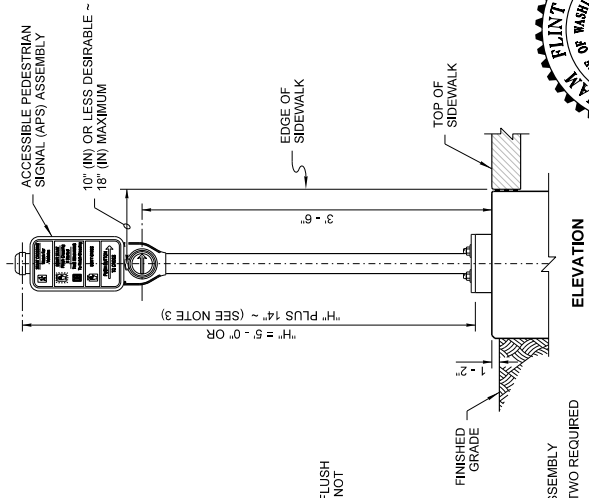
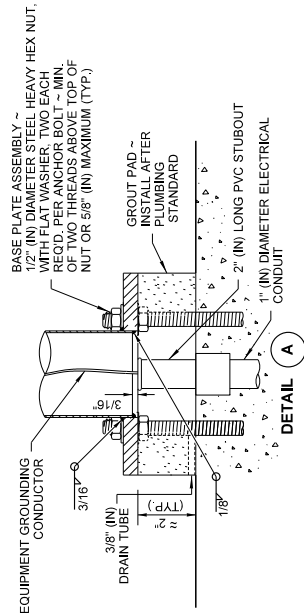
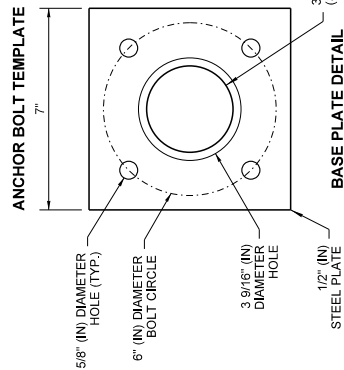
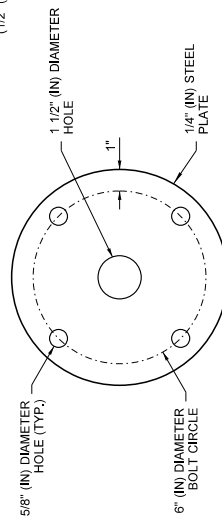
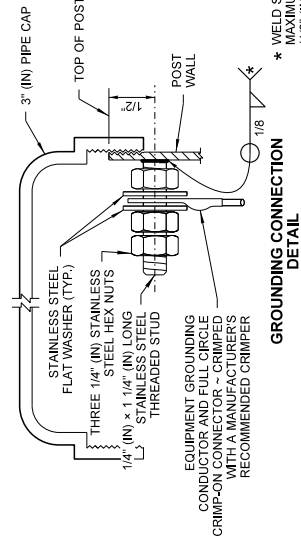
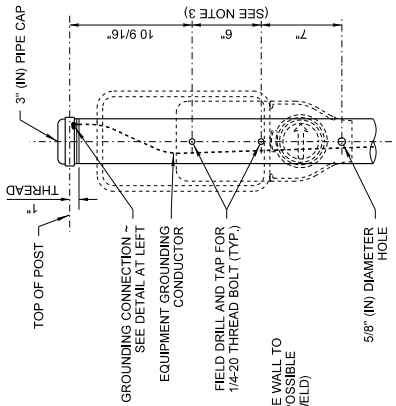
SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER

Washington State Department of Transportation

- NOTES**
1. See **Standard Plan J-20.26** for Accessible Pedestrian Pushbutton details.
  2. Where shown in the plans, install plaque (R10-32P) "PUSH BUTTON FOR 2 SECONDS FOR EXTRA CROSSING TIME" above the Accessible Pedestrian Signal (APS) assembly. Add 14" (in) to post height to accommodate plaque and leave a 2" (in) space between signs.
  3. Mounting distances vary between manufacturers. See manufacturers recommendations for mounting information.
  4. Junction Box serving the Standard shall preferably be located 5' - 0" (10' - 0" Max.) from the Standard.
  5. Two button installation may require adaptor(s).



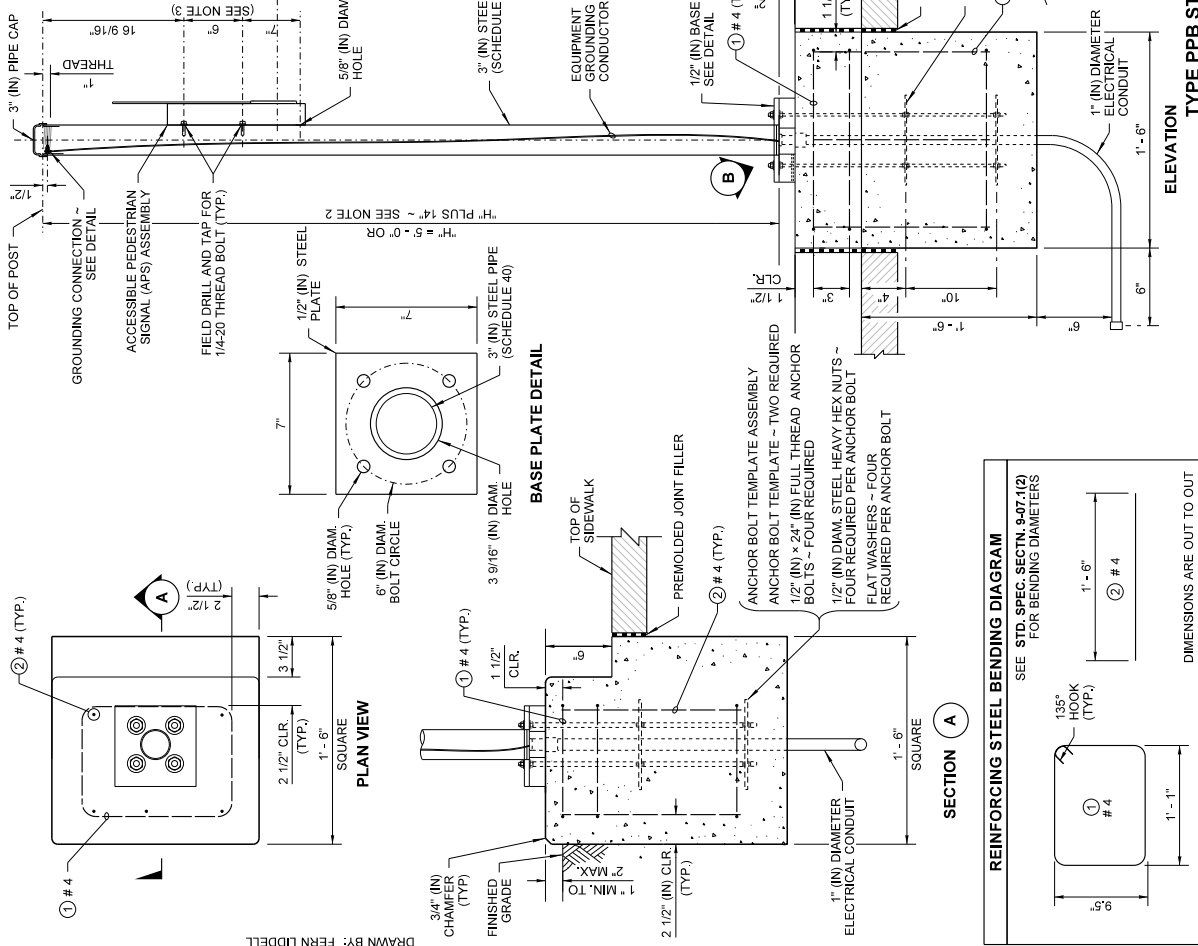
**ACCESSIBLE PEDESTRIAN  
PUSHBUTTON POST (PPB)  
AND FOUNDATION**  
**STANDARD PLAN J-20.10-04**

SHEET 1 OF 1 SHEET  
APPROVED FOR PUBLICATION  
STATE DESIGN ENGINEER  
Washington State Department of Transportation



**NOTES**

1. See **Standard Plan J-20.26** for Accessible Pedestrian Pushbutton details.
2. Where shown in the plans, install plaque (R10-32P) "PUSH BUTTON FOR 2 SECONDS FOR EXTRA CROSSING TIME" above the Accessible Pedestrian Signal (APS) assembly. Add 1.4" (in) to the PPB post height to accommodate plaque and leave a 2" (in) space between signs.
3. Mounting distances vary between manufacturers. See manufacturers recommendations for mounting information.
4. Junction Box serving the Standard shall preferably be located 5' - 0" (10' - 0" Max.) from the Standard.
5. Supplemental Grounding Conductor shall be non-insulated #4 AWG stranded copper and shall be clamped to vertical rebar with a connector suitable for use embedded in concrete. Provide 3' - 0" min. slack. Attach to pole grounding stud with a full circle crimp-on connector (crimped with a manufacturer recommended crimper).
6. Two button installation may require adaptor(s).



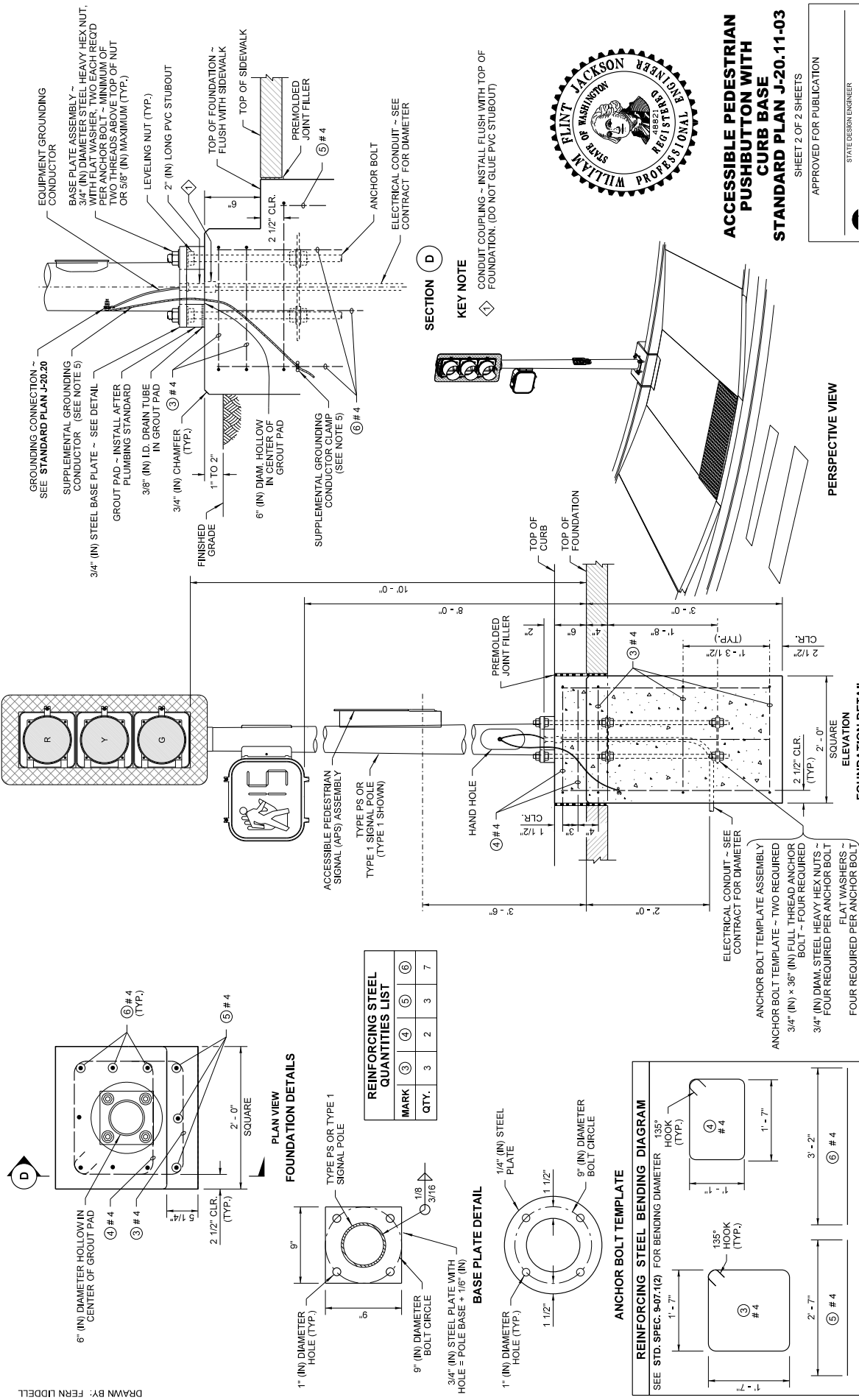
DRAWN BY: FERN LIDDELL



**ACCESSIBLE PEDESTRIAN PUSHBUTTON WITH CURB BASE**  
**STANDARD PLAN J-20.11-03**  
 SHEET 1 OF 2 SHEETS

APPROVED FOR PUBLICATION  
 STATE DESIGN ENGINEER  
 Washington State Department of Transportation

DRAWN BY: FERN ULDELL



TYPE 1 SIGNAL STANDARD DETAILS

**ACCESSIBLE PEDESTRIAN PUSHBUTTON WITH CURB BASE**  
**STANDARD PLAN J-20.11-03**

SHEET 2 OF 2 SHEETS

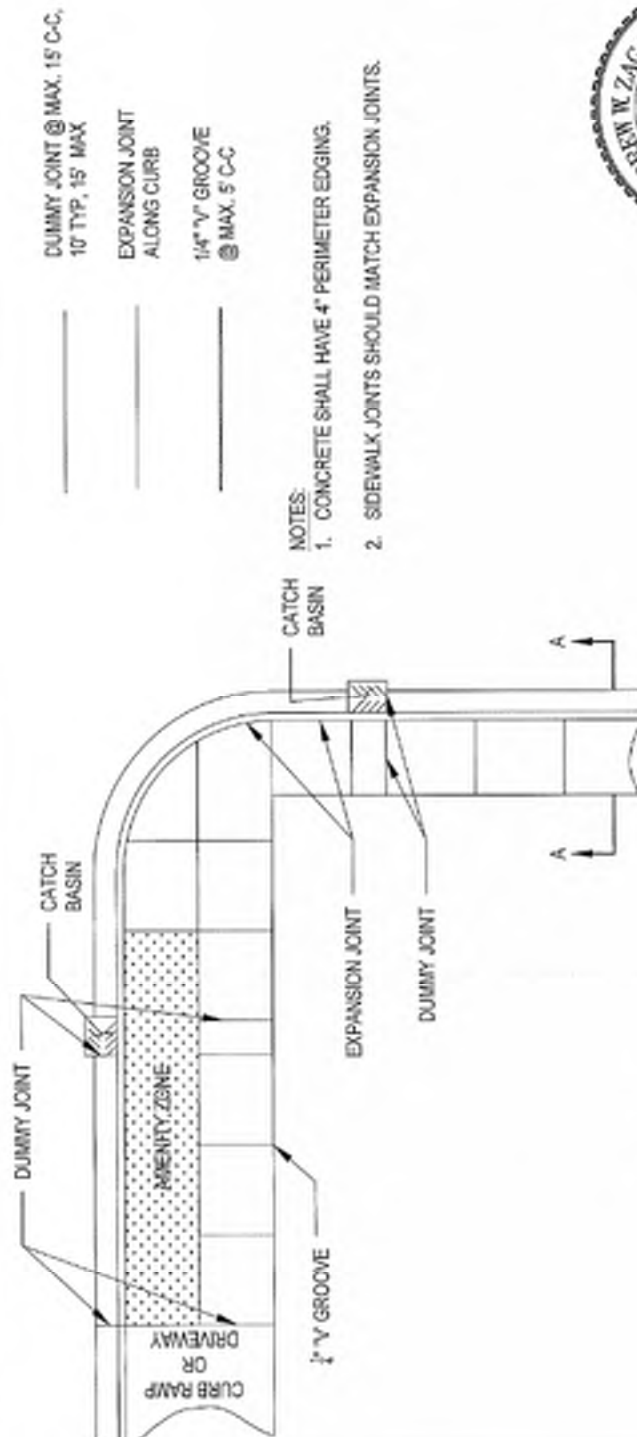
APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER  
 Washington State Department of Transportation









DUMMY JOINT @ MAX. 15' C-C,  
10' TYP, 15' MAX

EXPANSION JOINT  
ALONG CURB

1/4" V GROOVE  
@ MAX. 5' C-C

NOTES:  
1. CONCRETE SHALL HAVE 4" PERIMETER EDGING.  
2. SIDEWALK JOINTS SHOULD MATCH EXPANSION JOINTS.

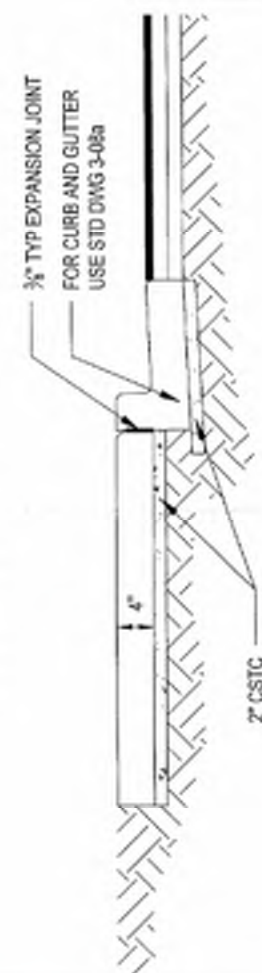


CITY OF SAMMAMISH  
DEPARTMENT OF PUBLIC WORKS

SIDEWALK

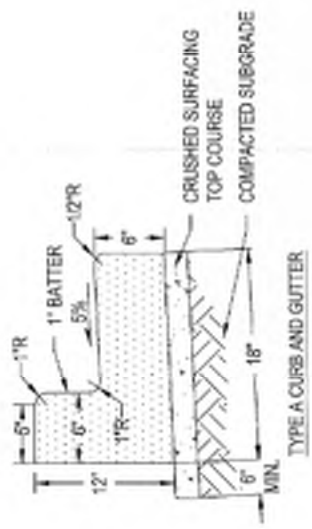
APPROVED BY	DATE
CITY ENGINEER	
DWN	
TTC	
CKD	AWZ
DATE	AUG-30-2015
FILE	FIG03-06
REV. NO.	X

VERTICAL CURB & SIDEWALK

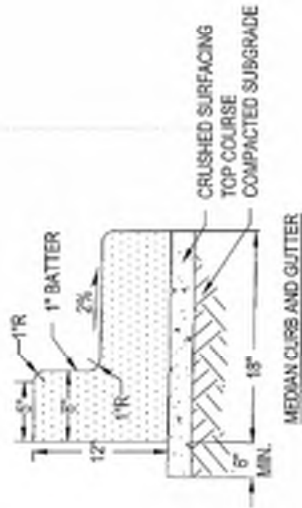


SECTION A-A

REV



TYPE A CURB AND GUTTER



MEDIAN CURB AND GUTTER

NOTES:  
 1. CONSTRUCT 10 FT LONG CURB TYPE TRANSITION BETWEEN DIFFERENT CURB TYPES.



CITY OF SAMMAMISH		DATE		FILE	
DEPARTMENT OF PUBLIC WORKS		AWZ		FIG03-8g	
CURBS		DATE		REV. NO. X	
APPROVED BY	CITY ENGINEER	DATE	AWZ	DATE	FILE
DWN	TTC	AWZ	AWZ	AWZ	FIG03-8g

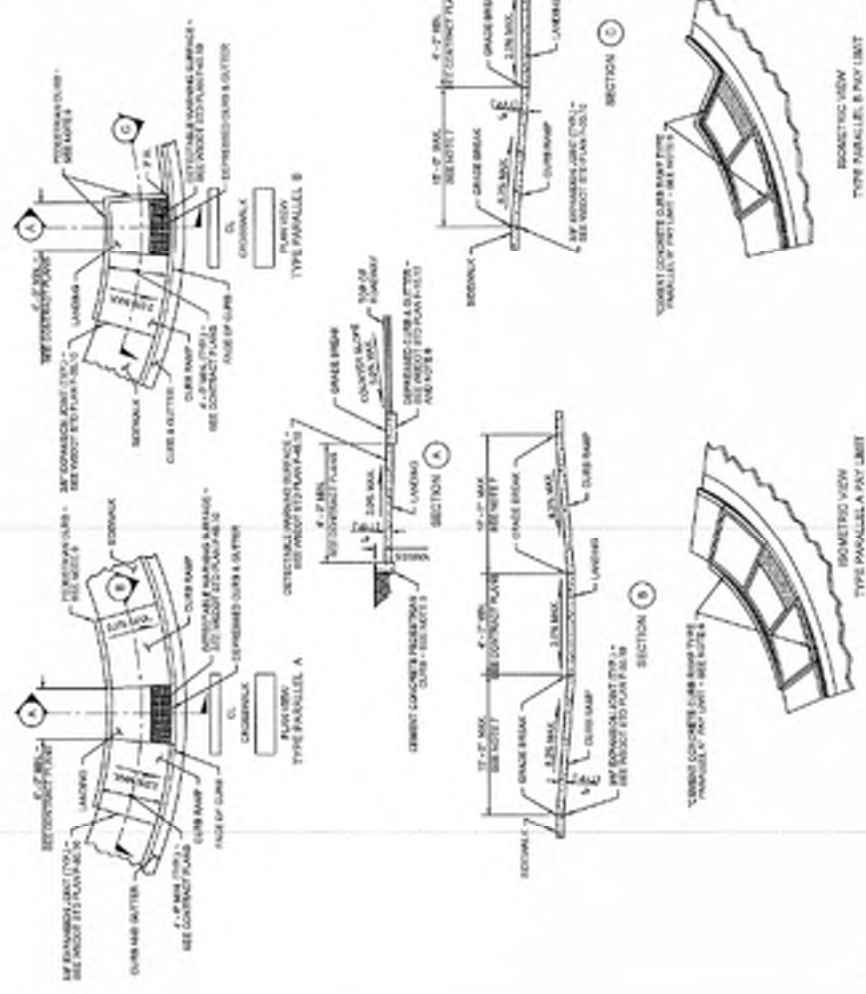
REV	
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**NOTES**

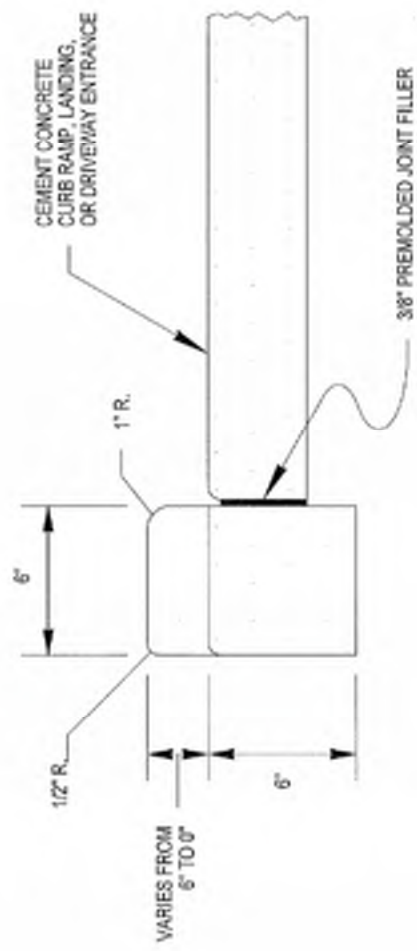
1. Provide a concrete Curb Ramp for each intersect or unintersect crosswalk. Curb Ramp location shall be placed within the width of the intersection, driveway, or as shown in the Contract Plans.
2. Where "GRADE BREAK" is called for, the entire length of the grade break between the two adjacent outside points shall be full.
3. Do not place Gravel, Asphalt, Brick, Access Gravel, or other appropriate materials in front of the Curb Ramp or on any part of the Curb Ramp or Landing.
4. Use 2" x 4" x 8" Plan for the curb design. See MDCOT STD Plan 101.11 for Intersecting Curb and 101.12 for Pedestrian Curb Detail.
5. See STD DWG 2-28 for Concrete Curbs. Crosswalk Detail.
6. The curb shall be cast with and parallel to sidewalk.
7. The curb shall be cast with and parallel to sidewalk. The curb shall be cast with and parallel to sidewalk. The curb shall be cast with and parallel to sidewalk. The curb shall be cast with and parallel to sidewalk.
8. See Plans, Landings, and Frame shall receive from Break. See MDCOT STD 101.11 for Intersecting Curb and 101.12 for Pedestrian Curb Detail.
9. Pedestrian Curb may be omitted if the ground surface at the back of the curb is finished and there will be no material to walk.



**CITY OF SAMMAMISH  
DEPARTMENT OF PUBLIC WORKS  
PARALLEL CURB RAMP**

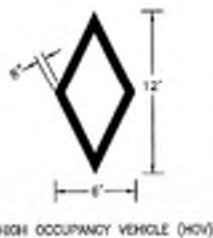
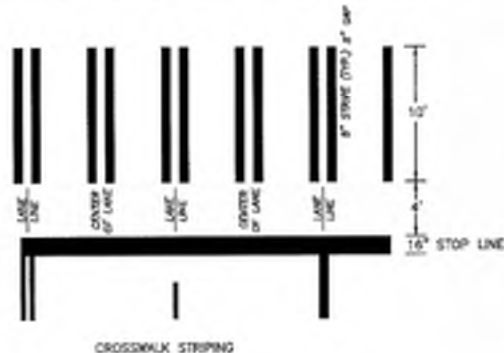
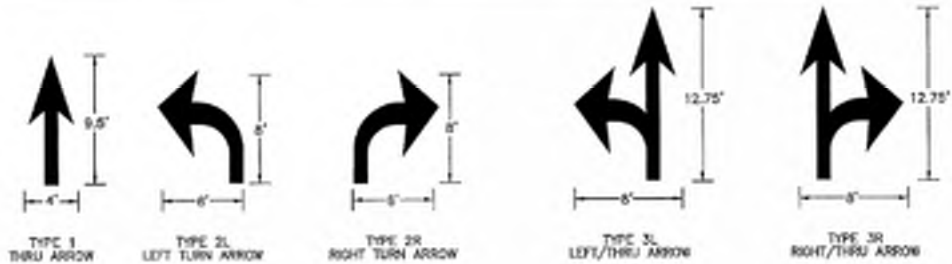
APPROVED BY	DATE
CITY ENGINEER	
ENR XXX	OKD XXX
	DATE
	AUG-03-2015
	FILE
	FIG02-07
	REV. NO. X





CITY OF SAMMAMISH		DATE	
DEPARTMENT OF PUBLIC WORKS		DATE	
PEDESTRIAN CURB		XXX	XXX
APPROVED BY	CITY ENGINEER	XXX	XXX
EWN	XXX	AUG-01-2015	FIG03-11

REV	
REV. NO.	X



**NOTES**  
1. ALL PAVEMENT SYMBOLS SHALL BE THERMOPLASTIC.

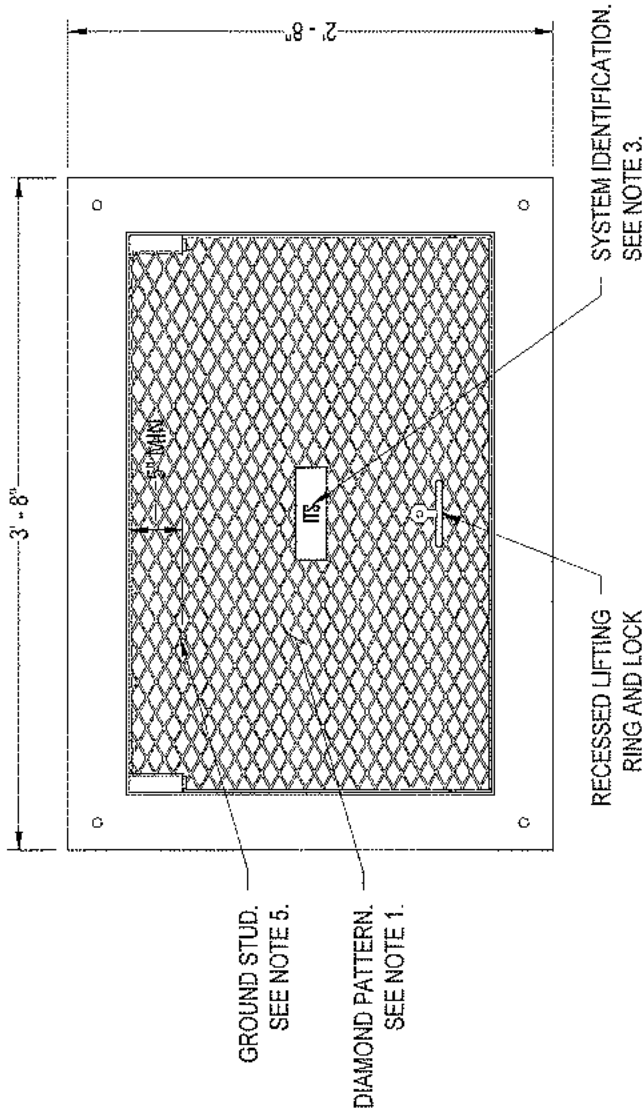
CITY OF SAMMAMISH  
DEPARTMENT OF PUBLIC WORKS

PAVEMENT SYMBOLS

APPROVED BY CITY ENGINEER		DATE	
DWN XXX	CKD XXX	DATE AUG-XX-2015	FILE FIG04-05

REV

REV. NO. X



**NOTES:**

1. THE DIAMOND PATTERN SHALL BE A MINIMUM OF  $\frac{3}{8}$ " THICK AND SHALL NOT BE USED IN PEDESTRIAN AND BICYCLE ZONES.
2. STANDARD DUTY PULL BOXES INSTALL IN SIDEWALKS, WALKWAYS, AND SHARED-USE PATHS SHALL HAVE A SLIP-RESISTANT COATING ON LID AND SHALL BE INSTALLED WITH THE SURFACE FLUSH WITH AND MATCHED TO THE GRADE OF THE SIDEWALK, WALKWAY, AND SHARED-USE PATHS. THE NON-SLIP SHALL BE IDENTIFIED WITH PERMANENT MARKING ON THE UNDERSIDE INDICATING THE TYPE OF SURFACE TREATMENT (SEE CONTRACT DOCUMENTS FOR DETAILS) AND THE YEAR OF MANUFACTURE. THE PERMANENT MARKING SHALL BE  $\frac{1}{8}$ " INCH LINE THICKNESS FORMED WITH A STAINLESS STEEL WELD BEAD AND SHALL BE PLACED PRIOR TO HOT-DIP GALVANIZING.
3. THE SYSTEM IDENTIFICATION LETTERS SHALL BE  $\frac{1}{2}$ " LINE THICKNESS FORMED BY ENGRAVING, CASTING, STAMPING, OR WITH A S.S WELD BEAD. DUCTILE IRON LID LETTERING SHALL BE RECESSED.
4. CEMENT CONCRETE SHALL BE CLASS 4000.
5. A 1/4-20 NCx3/4" STAINLESS STEEL GROUND STUD SHALL BE WELDED TO THE BOTTOM OF THE LID; INCLUDE (2) STAINLESS STEEL NUTS AND (2) STAINLESS STEEL FLAT WASHERS.



CITY OF SAMMAMISH  
DEPARTMENT OF PUBLIC WORKS

**SKID RESISTANT LID**

APPROVED BY CITY ENGINEER	DATE	FILE
DWN	XXX	XXX
CKD	XXX	XXX
DATE	AUG-XX-2015	FIG09-19
REV		REV. NO. X

# **APPENDIX C**

## **MEF Documentation**



# Design Exception Approval Form

Using Proposed 2011 Public Rights-of-Way Accessibility Guidelines (PROWAG)

Project Name: 2023 ADA BARRIERS REMOVAL

Project No.: \_\_\_\_\_

Specific Location: ISSAQUAH PINE LAKE RD 230TH LN SE

Curb Ramp Number: EAST SIDE OF INTERSECTION

The following PROWAG standards could not be met:

**CURB RAMP:** Running Slope  Cross Slope  Grade Breaks  Width  Surface

**TURNING SPACE:** Running Slope  Cross Slope  Grade Breaks  Width  Surface

**DETECTABLE WARNING SURFACE:** Alignment  Color  Size  Width

**OTHER:** Counter Slope  Gutter Lip  Flares  Clear Space in front of grade break   
Sidewalk Cross Slope  Sidewalk Running Slope

**Design Deviation (Maximum Extent Practicable):**

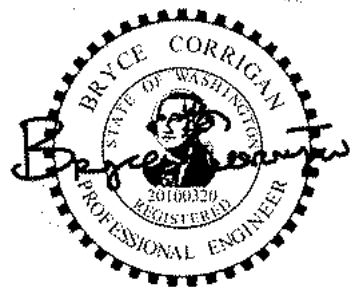
**CROSS SLOPE EXCEEDS 2%**

**Justification for Design Deviation:**

**SLOPE OF ROADWAY EXCEEDS 2%. CHANGING THE ROADWAY GEOMETRY IS NOT PART OF PROJECT SCOPE.**

**Applicable PROWAG guideline(s):**

Cross of turning space shall not exceed 2% per **R304.5.3 Cross Slope**



Completed by: BRYCE CORRIGAN Date: 5/12/2023

Approved by City Engineer: \_\_\_\_\_ Date: \_\_\_\_\_



# Design Exception Approval Form

Using Proposed 2011 Public Rights-of-Way Accessibility Guidelines (PROWAG)

### EXISTING TRAFFIC SIGNAL SYSTEM SHALL REMAIN FULLY OPERATIONAL UNTIL DAY OF CHANGEDOVER WHEN UNIFORMED POLICE OFFICER SHALL DIRECT TRAFFIC.

### GENERAL NOTES

- THE LOCATION OF FEATURES SHOWN ON THESE PLANS IS APPROXIMATE AND NOT BASED ON TOPOGRAPHICAL SURVEY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL IDENTIFY AND MARK IN THE FIELD ALL RECONSTRUCTION LIMITS FOR CONTRACTING AGENCY APPROVAL TWO TO THE DATE IN ADVANCE OF SAMDOTTING AND/OR EXCAVATION.
- CONTRACTOR SHALL IDENTIFY AND MARK IN THE FIELD ALL FIELD EXISTING CHANNELIZATION SIGNAL LIMITS IN ORDER TO THE INSTALL PROPOSED CHANNELIZATION TO MATCH EXISTING LAYOUT.
- ALL FEATURES SHALL BE ADA COMPLIANT UNLESS OTHERWISE NOTED ON THESE PLANS.
- CONTRACTOR SHALL VERIFY TO PEDESTRIAN SIGNAL WORK THE CONTRACTOR SHALL CONTACT MELISSA LUCAS, LEAD TRAFFIC SIGNAL TECHNICIAN, 425-795-5754, M.LUCAS@SAMMISH.WA.GOV AND SHALL PEDESTRIAN SIGNAL WORK SHALL BE DONE AS DIRECTED BY OWNER OR PEDESTRIAN SIGNAL CONTRACTOR. CONTRACTOR SHALL NOT BE CONDUCTED UNDER THE SUPERVISION OF A SIGNAL TECHNICIAN.
- CONTRACTOR SHALL INSTALL ALL PEDESTRIAN PUSH BUTTON FOUNDATIONS AND INSTALLING CONDUIT PER SPECIAL PROVISION 1-07.
- CONTRACTOR SHALL PROTECT EXISTING INFRASTRUCTURES LOCATED WITHIN THE FIELD. ALL UTILITIES SHALL BE REPAIRED OR IMPROVED AT NO COST TO THE AGENCY.
- CONTRACTOR SHALL IDENTIFY, LOCATE, AND PROTECT ALL SIGNAL CONDUITS AND SIGNAL POLES. CONTRACTOR SHALL REPLACE CUT LOOPS PER KING COUNTY LOOP SPINDLE DETAIL FOR ADDITIONAL INFORMATION, SEE SPECIAL PROVISIONS SECTION 5-02.01(A).
- CONTRACTOR SHALL VERIFY THE PLANS ARE REVISIONS TO CORRECT ANY OF THE PROPOSED IMPROVEMENTS. CHANGES MAY BE ADJUSTED IN THE FIELD AS DIRECTED BY THE ENGINEER.
- ALL PATCH BASINS LOCATED WITHIN CURB AND GUTTER REMOVAL SHALL BE REPAIRED TO MATCH EXISTING SURFACE. PATCHES SHALL BE CONSIDERED INCIDENTAL TO CURB AND GUTTER REMOVAL AND REPLACEMENT.

### SIGNAL EQUIPMENT LEGEND

EXISTING	NEW	DESCRIPTION
		TYPE 3 SIGNAL POLE
		TYPE 2 SIGNAL POLE
		TYPE 1PB SIGNAL POLE
		APS STYLE PUSH BUTTON
		RRFB POLE, EQUIPMENT AND SIGNS
		JUNCTION BOX, TYPE 1, 6
		CONDUIT

### SIGNAL CONSTRUCTION NOTES

- CONSTRUCT CURB BASE PER FOUNDATION PER WSDOT STD PLAN TO BE FURNISHED BY THE CITY PER DETAIL SHEET 3 AND INSTALL NEW TYPE 1PB SIGNAL POLE (TO BE FURNISHED BY THE CITY) AND WSDOT TYPE 3 SIGNAL POLE (TO BE FURNISHED BY THE CITY) PER SPECIAL PROVISIONS.
- INSTALL NEW 4" CONDUIT TO JUNCTION BOX. INSTALL NEW 20S WIRING FROM SIGNAL CONTROLLER CABINET TO PFB POLE.
- REMOVE EXISTING PEDESTRIAN PUSH BUTTONS. REMOVE EXISTING PFB POLES AND SIGNAL POLES PER DETAIL SHEET 3 AND SPECIAL PROVISIONS.
- APPROXIMATE LOCATION OF EXISTING CONDUIT. SUBROUT, FIELD LOCATE PRIOR TO SAMDOTTING, PRESERVE AND PROTECT CONDUIT DURING CONSTRUCTION.
- INSTALL ONE SIGNAL POWER INTERFACE UNIT (TO BE FURNISHED BY THE CITY) PER DETAIL SHEET 3 AND ONE SIGNAL POWER INTERFACE PER MANUFACTURER'S SPECIFICATIONS. INSTALL NEW 1/4" CONDUIT FROM SIGNAL POWER INTERFACE TO THE CORRESPONDING APS STYLE PUSH BUTTON ASSEMBLY.

ISRAQUAH-PINE LAKE RD SE  
FINE LAKE MIDDLE SCHOOL (PROY. VERNE HWY)

PLAN  
SCALE IN FEET  
0 2.5 5 10 15

KEY MAP

### CONCRETE ISLAND SECTION DETAIL

CONCRETE ISLAND SECTION DETAIL  
N/S

### CONSTRUCTION NOTES

- SAMDOTT AND REMOVE EXISTING CONC. CURB AND GUTTER.
- SAMDOTT AND REMOVE EXISTING CONC. SIDEWALK.
- SAMDOTT, REMOVE, AND REPLACE EXISTING ASPHALT PAVEMENT.
- MATCH EXISTING DEPTH.
- PROTECT EXISTING FEATURE.
- REMOVE SIDEWALK AND CONSTRUCT 4" LONG TRANSITION PANEL.
- INSTALL CEMENT CONC. CURB AND GUTTER PER COS STANDARD DETAIL 3-8A.
- INSTALL CONC. SIDEWALK PER COS STANDARD DETAIL 3-07 AND PLAN.
- INSTALL CEMENT CONC. PFB CURB PER COS STANDARD DETAIL 3-11.
- INSTALL LEVELABLE MASHING SURFACE PER WSDOT STANDARD DETAIL 3-11.
- CONSTRUCT CEMENT CONCRETE ISLAND PER DETAIL THIS SHEET.

SW CORNER

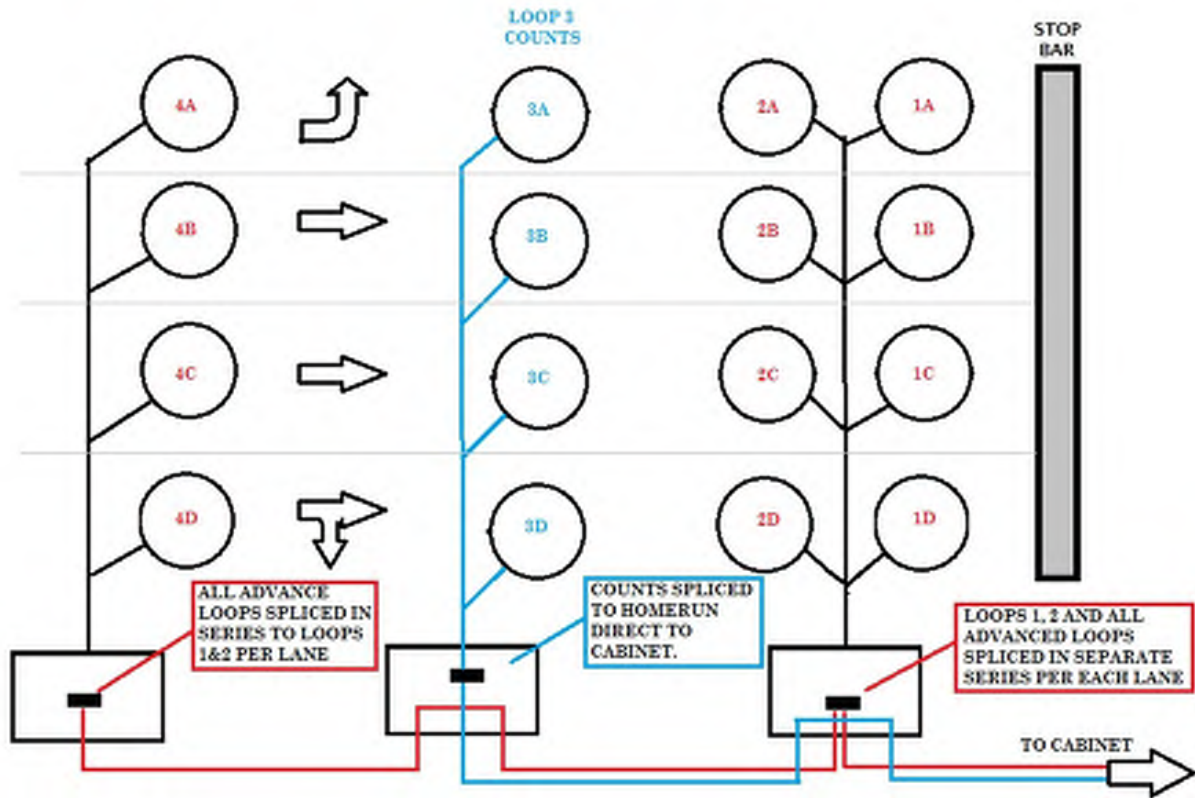
	<b>2023 ADA BARRIER REMOVAL PROJECT</b>	ROADWAY PLAN ISRAQUAH-PINE LAKE RD SE & 230TH LN SE (SW CORNER)	KPS PROJECT No. 23030001 SHIT 13 OF 14
	<b>BID DOCUMENT</b>		
Approved By DATE: _____ PROJECT MANAGER DATE: _____ PROJECT ENGINEER DATE: _____	ISRAQUAH-PINE LAKE RD SE (SW CORNER) DATE: _____ DATE: _____ DATE: _____ DATE: _____		

# **APPENDIX D**

## **King County Signal Loop Documents**



# KING COUNTY LOOP SPLICING DETAIL



Pictured above is a diagram showing a loop layout for the approach of an intersection. Note that the first two loops in each lane are wired in series with the advance loops for that lane. The third loop for each lane is to be spliced to a separate lead-in that is run directly to the cabinet, passing through the first pull box.

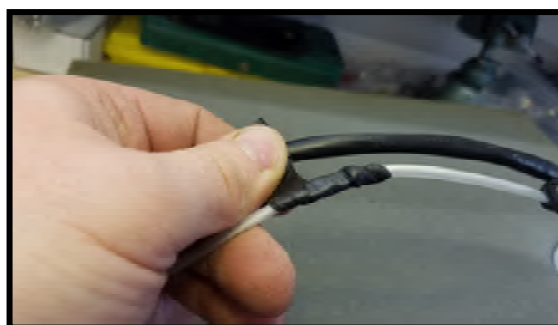
# LOOP SPLICING



The two main products used in properly splicing loops on King County Maintained signals are Scotch brand Rubber Mastic 2228 and Electrical Moisture sealant tape 06147.



All loops are to be spliced in series with the lead in cable specified for the lane of travel using bare butt splices.



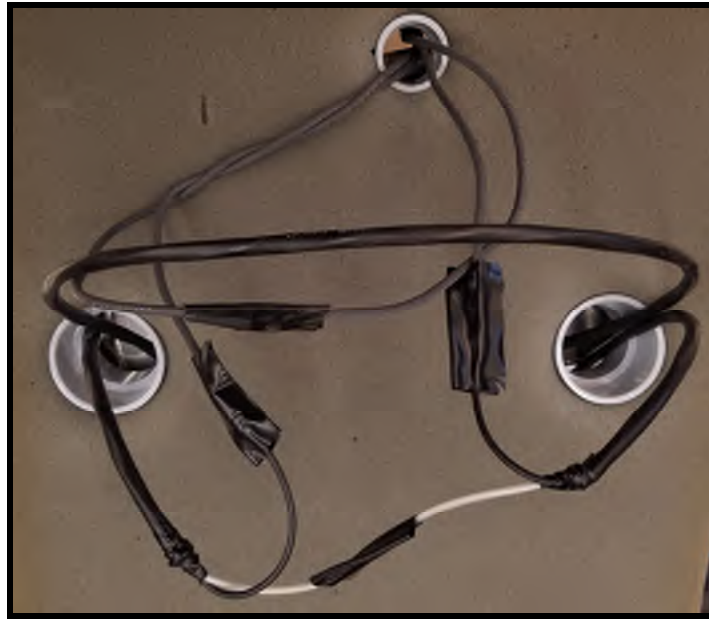
Using the Mastic Rubber Tape 2228, seal the splice by wrapping in a spiral around the bare butt encasing the splice.



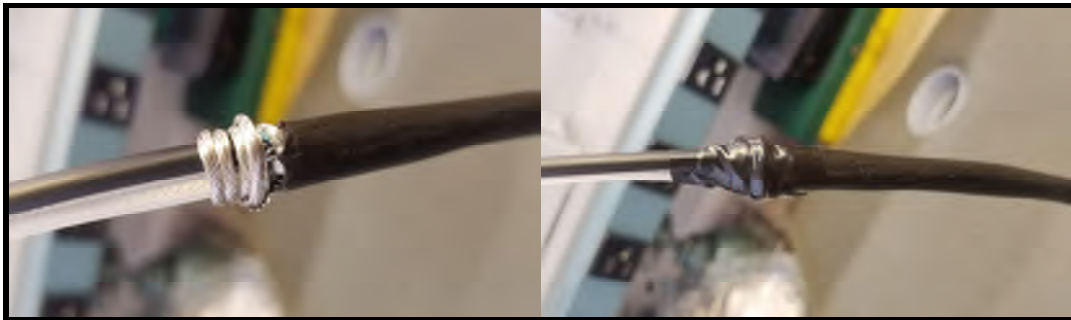
Using the Electrical Moisture Sealant 06147 fold over the splice  $\frac{1}{4}$  on the piece, then fold over as pictured above carefully working any air out from the sides of the connection ensuring a watertight seal around all edges of the wire and splice.



Do not fold the splice directly into the crease as it creates an inferior seal and will be failed upon inspection.

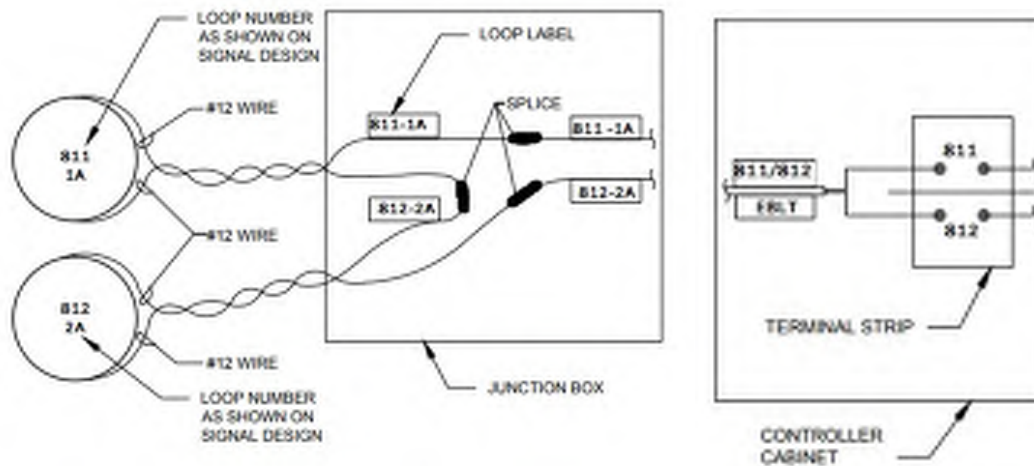


Pictured above, you see a model showing what it may look like inside the first pull box where loops are spliced. Note the lead-in cable passing through the box uncut. This is the lead-in headed to the count loops (#3) to be spliced in the next pull box in the series. The splices seen in photo above are spliced in series to a lead-in where the homeruns from advanced pull boxes are also spliced in the same series per lane.



Where the outer sheathing was stripped from the lead-in cable coil the drain lead around the cable and wrap with electrical tape around the edge of the opening.

## LOOP LABELING



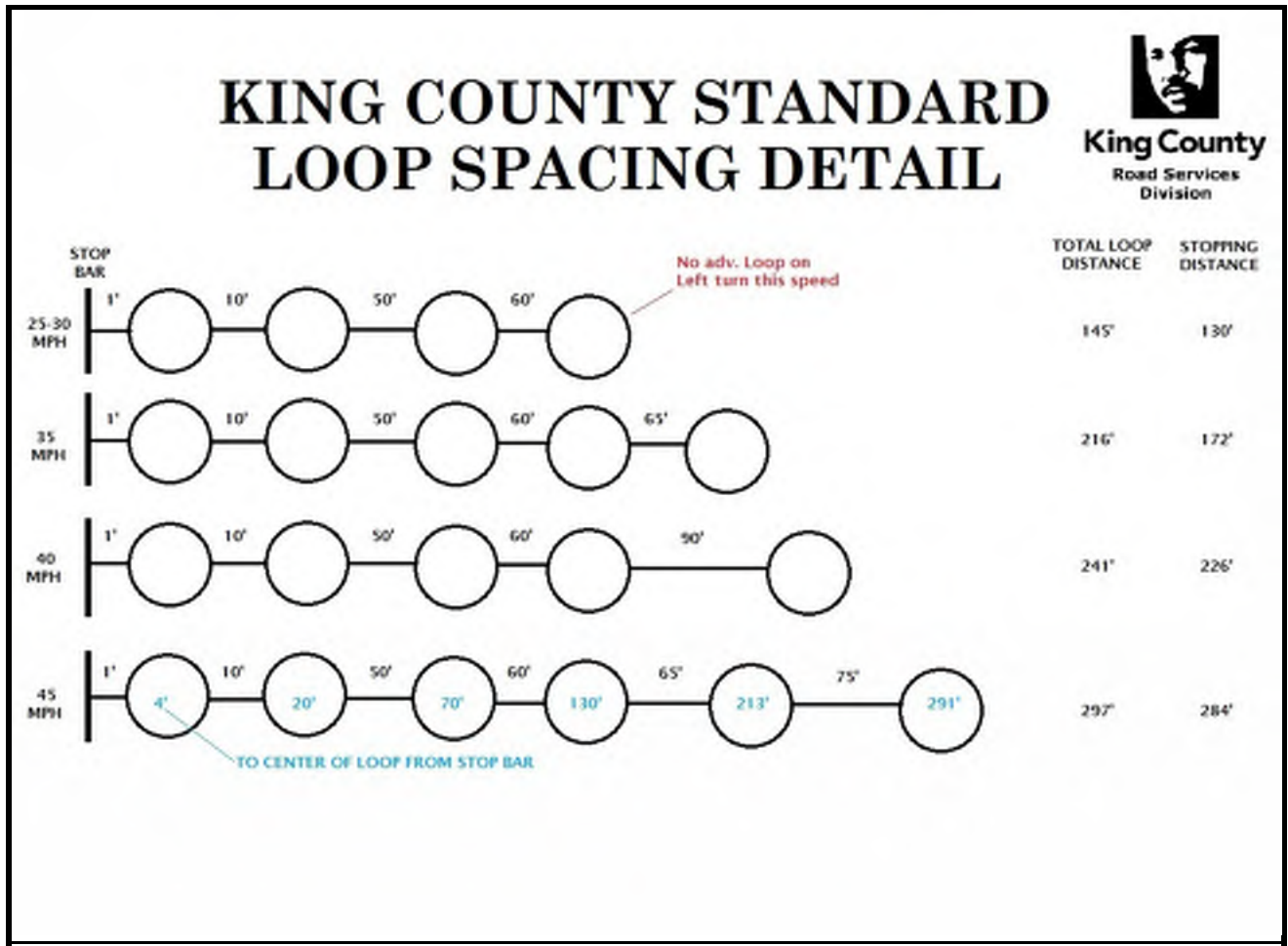
Each lead of each wire is to be labeled as shown above, including the cabinet numbering, the field loop number. The lead-in cables in the signal cabinet are to also include the lane designation (direction of travel).

Note: Cabinet numbering that are an 800 ex. (811, 812) are standard vehicle detection, while the 900 numbers (911, 912 etc.) are count loops (#3 Loops) and are to be labeled as such in the cabinet as well as the pull box they are spliced in. The second digit in the cabinet numbering represents the Phase ( $\emptyset$ ) called by the detection. Example, wires labeled 811/812 are the standard detection loops for  $\emptyset 1$ . Wires labeled 861/862 would be the  $\emptyset 6$  detection loops.

Even on a standard 8 phase intersection there may be up to 64 individual channels of detection wired in the controller cabinet. Having each wire spliced and labeled correctly to King County Standards ensures that the detection is serviceable and the lifespan of the detection prolonged.



# LOOP SPACING



Pictured above is the King County loop spacing detail. This is to be used in reference for planning loop installation. Depending on the speed of approach for the lane, as well as intersection layout these distances are specified using the distance from the stop bar, and from loop to loop.

# **APPENDIX E**

## **Lane Closure Restriction Map**

## City of Sammamish Lane Closure Restrictions

**Lane Closure Times**

- █ 9:30am - 3:30pm
- █ 9:30am - 3pm
- █ 9am - 3pm

