



CITY OF TACOMA

NOTICE OF A SMALL WORKS ROSTER CONTRACTING OPPORTUNITY

November 6, 2014

Request for Bids

Specification No. PW14-0587S

Project Scope: S. 56th Street Gateway Sign

This contract shall generally consist of installing a Gateway sign near the entrance to the City of Tacoma on S. 56th Street in conjunction with the plans and specifications.

To view and download an electronic copy of the complete bid solicitation document, visit the City of Tacoma's [Small Works Roster](#) website and click on "Solicitations", then click on the specification number referenced above.

This solicitation document is available via the City's website only. If you prefer that a different e-mail address be used to notify your company of SWR opportunities, please contact the City of Tacoma Purchasing Division at email bids@cityoftacoma.org to update your company information. Include the Specification No. in your correspondence.



City of Tacoma
Department of Public Works

SPECIFICATION NO. PW14-0587S

S. 56th Street Gateway Sign

Project No. PWK-01006

**CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS**

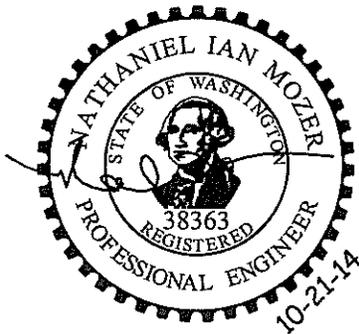
**REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND
CONTRACT**

FOR

**SPECIFICATION NO.
PW14-0587S**

S. 56th Street Gateway Sign

PROJECT NO. PWK-01006



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747 Market Street, Room 522
Tacoma, Washington 98402

SPECIFICATION NO. PW14-0587S

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**City of Tacoma
Small Works Roster**

REQUEST FOR BIDS

**Specification No. PW14-0587S
S. 56th Street Gateway Sign**

The City of Tacoma is accepting **BIDS** for the above solicitation. Submittals will be received and time stamped only at the Purchasing Division, located in the Tacoma Public Utilities Administration Building, Main Floor, 3628 South 35th Street, Tacoma, WA 98409. Respondents may submit bids by fax unless otherwise stated in this Request for Bids. The City of Tacoma accepts no responsibility for transmission errors if transmitted by fax. Our fax number is: 253-502-8372.

Submittal Deadline: Bids will be received until **11:00 a.m., Pacific Time, Thursday, November 20, 2014.**

Note: Only contractors notified directly by the City of Tacoma regarding this solicitation may respond. If you did not receive notice directly from the City regarding this solicitation you are not eligible to participate. You may want to review the bid holders list for subcontracting opportunities. Additionally, only contractors that have received notice from the City confirming they are on Tacoma's small works roster are eligible to participate in the City's Small Works Roster program.

Pre-bid meeting: A pre-bid meeting will be held on November 13, 2014 at 9:00 a.m. in Room 148 at the Tacoma Municipal Building, 747 Market Street, Tacoma.

Project Scope: This contract shall generally consist of installing a Gateway sign near the entrance to the City of Tacoma on S. 56th Street in conjunction with the plans and specifications.

Estimate: \$45,000-\$55,000

Contacts: Additional information regarding the specifications may be obtained by contacting Diane Sheesley, P.E. at 253-591-5358, or contact Debbie Seibert, 253-502-8587, for general purchasing information.

Apply to join the City of Tacoma Small Works Roster by visiting:
<http://wspwit01.ci.tacoma.wa.us/govME2/service/VendorPrograms/SmallWorksRoster.aspx>.

City of Tacoma protest policy, located at www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

SPECIAL REMINDER TO ALL BIDDERS

PLEASE NOTE: Be sure you have complied with all specifications and requirements and have signed or have caused to be signed all required instruments.

YOUR ATTENTION IS PARTICULARLY CALLED to the following forms, which must be executed in full before the bid is submitted:

1. **BID PROPOSAL**: The unit prices bid must be shown in the space provided. Be sure to check your computations for omissions and errors.
2. **SIGNATURE PAGE**: To be filled in and signed by the bidder. Be sure all parties whose signatures are legally necessary have signed, whether the bidder be an individual, partnership or corporation.
3. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION**: The bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
4. **EQUAL EMPLOYMENT OPPORTUNITIES**: The City of Tacoma's Prime Contractor's Pre-Work Form shall be completed by the bidder and submitted with the bid. This form is used to determine the bidder's EEO practices in accordance with E.O. 11246 and TMC 10.26.

POST AWARD FORMS: For the bidder's information, the following forms are to be executed after the contract is awarded:

- A. **CONTRACT**: Must be executed by the successful bidder.
- B. **PERFORMANCE BOND**

CODE OF ETHICS: The successful bidder agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of the contract subjecting the contract to termination.

CITY OF TACOMA
Finance/Purchasing Division
SPECIAL NOTICE TO BIDDERS

Public works and improvement projects for the City of Tacoma are subject to Washington state law and Tacoma Municipal Code, including, but not limited to the following:

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

In order to be considered a responsible bidder the bidder must meet the following mandatory state responsibility criteria contained in RCW 39.04.350:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect **at the time of bid submittal**;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage); and
5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

Effective March 30, 2012, RCW 39.04.380 imposes a reciprocal preference for resident contractors. Any bid received from a non-resident contractor from a state that provides an in-state percentage bidding preference is subject application of a comparable percentage disadvantage.

A non-resident contractor from a state that provides an in-state percentage bidding preference means a contractor that:

1. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works projects, and
2. Does not have a physical office located in Washington at the time of bidding on the City of Tacoma public works project.

The state of residence for a non-resident contractor is the state in which the contractor was incorporated, or if not a corporation, the state in which the contractor's business entity was formed.

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident

GENERAL PROVISIONS – SMALL WORKS ROSTER

Public Works and Improvements Contracts of Less Than or Equal to \$200,000

(Revised January 2012)

Only contractors notified directly by the City of Tacoma regarding this solicitation may respond. If you did not receive notice directly from the City regarding this solicitation you are not eligible to participate. Additionally, only contractors that have received notice from the City confirming they are on Tacoma's small works roster are eligible to participate in the City's Small Works Roster program.

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

SECTION II – CONTRACT REQUIREMENTS

2.01 CONTRACTOR

As used herein, the "Contractor" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Vendor, Proposer, Bidder, Seller, Merchant, Service Provider or otherwise.

2.02 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

The Bidder to whom the Contract is awarded, hereinafter called the Contractor, shall enter into a Contract with the City of Tacoma within 10 days after receipt from the City of Tacoma of a properly prepared Contract. In addition, the Contractor will do all things required to promptly perform this Contract pursuant to the terms of this Contract. Certain contracts for supplies, goods or equipment may use the City Purchase Order in place of a formal contract document.

B. Independent Contractor

Contractor is an independent contractor; no personnel furnished by the Contractor shall be deemed under any circumstances to be the agent or servant of the City. Contractor shall be fully responsible for all acts or omissions of Subcontractors and its and their suppliers, and of persons employed by them, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with the Contract. There shall be no contractual relationship between any Subcontractors or supplier and the City arising out of or by virtue of this agreement. No provision of the Contract is intended or is to be construed to be for the benefit of any third party.

2.03 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the drawings and anything on the drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Special Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

- a) Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
- b) Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.
- c) Technical Provisions prevail if they are in conflict with the General Provisions.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the engineer/project manager for determination. Failure to submit the discrepancy issue to the engineer/project manager shall result in the Contractor's actions being at his/her own risk and expense. The

engineer/project manager shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

2.04 INSPECTION

A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of this Contract. All material or work approved and later found to be defective shall be replaced without cost to the City of Tacoma.

B. Inspector's Authority

The inspector shall have power to reject materials or workmanship which does not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the engineer/project manager.

The Contract shall be carried out under the general control of the representative of the particular department/division administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City of Tacoma. The Contractor shall comply with any and all orders and instructions given by the representative of the particular department/division administering the Contract in accordance with the terms of the Contract.

Provided, that for the purposes of construction contracts, such control shall only apply (a) to the extent necessary to ensure compliance with the provisions of this contract, and (b) to the extent necessary to fulfill any non-delegable duty of the City for the benefit of third parties not engaged in promoting the activity of this contract.

Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

2.05 FEDERAL, STATE AND MUNICIPAL REGULATIONS

All federal, state, municipal and/or local regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with work performed under this Contract.

2.06 INDEMNIFICATION – HOLD HARMLESS

A. Indemnification

The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, agents, employees and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Respondent specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

These indemnifications shall survive the termination of this Contract.

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

A. Assignment

The Contract shall not be assigned except with the consent of the project manager or his/her designee.

Requests for assignment of this contract must be in writing with the written consent of the surety, and the request must show the proposed person or organization to which the contract is assigned is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his/her experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of assignment.

B. Subletting

The Contract shall not be sublet except with the written consent of the project manager or his/her designee. In the event that a prequalified electrical contractor is necessary to perform certain portions of the work, such work may be subcontracted with a City prequalified electrical contractor for the type of work involved.

Requests for subletting of this Contract must be in writing with the written consent of the Surety, and the request must show the proposed person or organization to which the Contract is sublet is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of subletting.

The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

A subcontractor shall not sublet any portion of a subcontract for work with the City without the written consent of the City.

2.08 DELAY

A. Extension of Time

With the written approval of the project manager or his/her designee, the Contractor may be granted additional time for completion of the work required under this Contract, if, in the project manager's opinion the additional time requested arises from unavoidable delay.

B. Unavoidable Delay

Unavoidable delays in the prosecution of the work shall include only delays from causes beyond the control of the Contractor and which he/she could not have avoided by the exercise of due care, prudence, foresight and diligence. Delay caused by persons other than the Contractor, Subcontractors or their employees will be considered unavoidable delays insofar as they necessarily interfere with the Contractor's completion of the work, and such delays are not part of this Contract.

Unavoidable delay will not include delays caused by weather conditions, surveys, measurements, inspections and submitting plans to the engineer/project manager of the particular department/division involved in administering this Contract.

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and

pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

If it has been discovered, before payment is required under the terms of the Contract, that there is a failure to comply with any of the terms and provisions of this Contract, the City has the right and may withhold payment.

In case of a failure of any part of the work, materials, labor and equipment furnished by the Contract or to fully meet all of the requirements of the Contract, the Contractor shall make such changes as may be necessary to fully meet all of the specifications and requirements of this Contract. Such changes shall be made at the Contractor's sole cost and expense without delay and with the least practicable inconvenience to the City of Tacoma. Rejected material and equipment shall be removed from the City's property by and at the expense of the Contractor.

B. Guarantee for Supply Contracts

Unless a longer period is specified, the supplier and/or manufacturer of the supplies, materials and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the City. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or manufacturer.

When the supplier is not the manufacturer of the item of equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee.

C. Guarantee Period Extension

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by Contractor and accepted by the City. In addition, in the event less than ninety (90) days remain on the guarantee period (after recalculating), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the City.

2.10 DEDUCTIONS FOR UNCORRECTED WORK

If the City of Tacoma deems it expedient to correct work not done in accordance with the terms of this Contract, an equitable deduction from the Contract price shall be made.

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.

In the event of any such termination, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem

advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

2.12 LIENS

In the event that there are any liens on file against the City of Tacoma, the City of Tacoma shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Tacoma to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

2.13 PRICE, RISK OF LOSS, DELIVERY

A. Firm Prices/Risk of Loss

All prices shall remain firm during the term of this Contract. All prices shall be FOB, the place of destination (as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with contractor/Supplier until delivery is tendered unless otherwise stated in these Specifications.

B. Delivery

Deliveries shall be between 9:00 a.m. and 3:30 p.m.; Monday through Friday only (except legal holidays of the City of Tacoma). Failure to make timely delivery shall be cause for termination of the order and return of all or part of the items at Contractor/Supplier expense except in the case of force majeure.

2.14 COMPENSATION

The City shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor.

2.15 INCURRED COSTS

The City of Tacoma is not liable in any way for any costs incurred by respondents replying to this solicitation.

2.16 INVOICES

Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

Accounts Payable
City of Tacoma
PO Box 1717
Tacoma, WA 98401-1717

Any terms, provisions or language in Contractor's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

2.17 PAYMENT TERMS

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice OR City department payment request. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly

completed invoice is received by the City. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

Contractors with annual gross revenues below \$250,000 who are awarded contracts of less than or equal to \$100,000, who have completed mutually agreed upon quantities of work, shall be paid within 10 business days, less five percent retainage, unless waived, provided they have complied with all contractual requirements, including but not limited to receipt by the city of certified payrolls, statement of intents to pay, etc., of the contract at the time of payment.

2.18 APPROVED EQUALS

- A.** Unless an item is indicated as "No substitute," special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the bidder specifies the brand and model, and provides all descriptive literature, independent test results, product samples, local servicing and parts availability to enable the City to evaluate the proposed "equal."
- B.** The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the bidder to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the bidder's expense.
- C.** When a brand name, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified. If more than one brand name is specified, bidders must clearly indicate the brand and model/part number being bid.

2.19 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Contractor, incorporating the terms and conditions of this Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Contractor's responsibility to inform such public agencies of this Contract. Contractor shall invoice such public agencies as separate entities

2.20 INCREASE OR DECREASE IN QUANTITIES

The City of Tacoma reserves the right to increase or decrease quantities of any items under this contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

2.21 EXTENSION OF CONTRACT

Contracts resulting from this Specification shall be subject to extension by mutual agreement per the same prices, terms, and conditions.

2.22 ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

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GENERAL PROVISIONS – SMALL WORKS ROSTER

SECTION III – CONSTRUCTION AND/OR LABOR CONTRACTS

3.01 BIDDER'S DUTY TO EXAMINE

The Bidder agrees to be responsible for examining the site(s) and to have compared them with the Specifications and Contract Drawings, and to be satisfied as to the facilities and difficulties attending the execution of the proposed Contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, obstacles and contingencies) before the delivery of his/her Proposal. No allowance will be subsequently made by the City on behalf of the Bidder by reason of any error or neglect on Bidder's part, for such uncertainties as aforesaid.

3.02 PERMITS

Except when modified by these specifications, the Contractor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by the City of Tacoma. The City will obtain county or state road crossing permits if required. In the event a necessary permit is not obtained, the Contractor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extensions.

3.03 NOTIFICATION OF OTHER GOVERNMENTAL AGENCIES AND UTILITIES WHEN UNDERGROUND WORK IS INVOLVED

The Contractor shall notify all other affected governmental agencies and utilities whenever underground work is done under the terms of this Contract. The Contractor is required to obtain permission of the appropriate public and private utilities and governmental agencies before performing underground work pursuant to the terms of this Contract. The Contractor is required to call "one call" at 1-800-424-5555 for all work involving excavation or digging more than 12 inches beneath ground or road surface.

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City department/division responsible for this Contract. It is the Contractor's responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the site conditions are "changed or differing" as defined by RCW 19.122.040(l), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (department/division responsible for this Contract) for said "changed or differing" conditions unless said City department/division is solely responsible for the delay or damages that the Contractor may have incurred.

3.04 TRENCH EXCAVATION BID ITEM

In the event that "trench excavation" in excess of four feet requires a safety system pursuant to Washington state law and safety shoring, sloping, sheeting, or bracing is used, a separate bid item should be set forth in the Proposal for this work. If a separate bid item is not set forth in the Proposal pages, said installed safety system shall be paid at \$3.00 per lineal foot of trench, which unit price includes both sides of the trench.

3.05 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until all required insurance has been obtained and such insurance has been approved by the City of Tacoma, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all insurance required herein has been obtained by Subcontractor. It is the Contractor's responsibility to ascertain that all Subcontractors have the insurance as required by this Contract at all times such Subcontractors are performing the work. The insurance coverages required herein shall be maintained and effective at all times any work including guarantee work is being performed by the Contractor or a Subcontractor.

A. Compensation Insurance

The Contractor shall, at all times during the existence of this Contract, fully comply with all of the terms and conditions of the laws of the state of Washington pertaining to Workers' Compensation together with any and all amendments and supplements thereto and any and all regulations promulgated thereunder.

In the event any of the work herein is sublet, the Contractor shall require such Subcontractor to fully comply with all of the terms and conditions of the laws of the state of Washington pertaining to Workers' Compensation. For persons engaged in employment who are not within the mandatory coverage of the state Workers' Compensation laws, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance (including self-insurance if it otherwise meets all requirements of state Workers' Compensation laws), satisfactory to the City, at least equivalent to the benefits provided for covered employment under state Workers' Compensation laws.

B. Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this Contract, a policy of comprehensive general liability insurance, with an insurance carrier authorized to do business in the state of Washington. The policy shall be approved as to form and content by the City Attorney and shall protect the City of Tacoma from liability imposed by law for damages suffered by any persons arising out of or resulting from acts or omissions in the performance of this contract: (1) for bodily injury or death resulting therefrom caused by accidents or occurrences resulting from any act or omission by the Contractor in the performance of the Contract, and (2) for injury to, or destruction of, any property, including property of the City of Tacoma, and including loss of use. The policy or policies shall include coverage for claims for damages because of bodily injury or death or property damage arising out of the ownership, maintenance or use of any motor vehicle, including hired or non-owned vehicles.

If the Contractor fails to maintain such insurance, the City of Tacoma may, at its discretion, immediately terminate the contract.

3.06 SAFETY

A. General

The Contractor shall, at all times, exercise adequate precautions for the safety of all persons, including its employees and the employees of a Subcontractor, in the performance of this Contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations. It is the Contractor's responsibility to furnish safety equipment or to contractually require Subcontractors to furnish adequate safety equipment relevant to their responsibilities.

The Contractor shall obtain the necessary line clearance from the inspector before performing any work in, above, below or across energized Power Division circuits.

The Inspector and/or engineer/project manager may advise the Contractor and the Safety Officer of any safety violations. It is the Contractor's responsibility to make the necessary corrections. Failure to correct safety violations is a breach of this Contract and, as such, shall be grounds for an order from the safety officer, inspector or engineer/project manager to cease further work and remove from the job site until the condition is corrected. Time and wages lost due to such safety shutdowns shall not relieve the Contractor of any provisions of Section 3.14 of this Specification and shall be at the sole cost of the Contractor. The purpose of this authority to stop work is to enforce the contract and not to assume control except to the extent necessary to ensure compliance with the provisions of this contract.

Any of the above actions by employees of the City of Tacoma shall in no way relieve the Contractor of his/her responsibility to provide for the safety of all persons, including his/her employees.

B. Work Hazard Analysis Report

The Contractor will be required to complete a work hazard analysis report. This report shall outline how the Contractor proposes to satisfy all safety laws and regulations involved in performing the work. This report

shall be completed and submitted to the City Safety Officer before the pre-construction conference. A copy of the report shall be maintained at the work site (accessible to the supervisor).

3.07 PROTECTION OF WORKERS AND PROPERTY

The Contractor shall erect and maintain good and sufficient guards, barricades and signals at all unsafe places at or near the work and shall, in all cases, maintain safe passageways at all road crossings, and crosswalks, and shall do all other things necessary to prevent accident or loss of any kind.

The Contractor shall protect from damage all utilities, improvements, and all other property that is likely to become displaced or damaged by the execution of the work under this Contract.

The Contractor is responsible for all roads and property damaged by his/her operations as shall be determined by the engineer/project manager administering this Contract. The Contractor shall be responsible for repairing all damage to roads caused by his/her operations to the satisfaction of the particular governmental body having jurisdiction over the road.

3.08 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the City of Tacoma. The Contractor's superintendent shall not be changed except with the consent of the City of Tacoma, unless the Contractor's superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Contractor's superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor directly. The Contractor shall give efficient supervision to the work, using his/her best skill and attention.

B. Character of Contractor's Employees

The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work, and whenever the engineer/project manager administering the Contract shall notify the Contractor in writing that any person on the work is, in his or her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this Contract.

3.09 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

The Contractor and Subcontractors shall be bound by the provisions of RCW Chapter 49.28 (as amended) relating to hours of labor. Except as set forth in these specifications, eight (8) hours in any calendar day shall constitute a day's work on a job performed under this Contract.

In the event that the work is not performed in accordance with this provision and in accordance with the laws of the state of Washington, then this Contract may be terminated by the City of Tacoma for the reason that the same is not performed in accordance with the public policy of the state of Washington as defined in said statutes.

B. Prevailing Wages

The Contractor and any Subcontractors shall be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits. No worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the "prevailing rate of wage" as determined by the industrial Statistician of the Department of Labor and industries. The schedule of the prevailing wage rates for the locality or localities where this Contract will be performed is by reference made a part of this Contract as though fully set forth herein. Current prevailing wage data will be furnished by the Industrial Statistician upon request. The Contractor shall immediately upon award of the Contract, contact the Department of Labor and Industries, [Prevailing Wage Section](#), 866-219-7321, to obtain full information, forms and procedures relating to these matters.

Before payment is made by or on behalf of the City, of any sum or sums due on account of a Public Works contract, it shall be the duty of the officer or person charged with the custody and disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages." Each statement of intent to pay prevailing wages must be approved by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer. Unless otherwise authorized by the Department of Labor and Industries each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a Public Works project, it shall be the duty of the officer charged with the disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each affidavit of wages paid must be certified by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer.

In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and Industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.

3.10 CHANGES

A. In Plans or Quantities

The City of Tacoma, without invalidating this Contract, or any part of this Contract, may order extra work or make reasonable changes by altering, adding to or deducting from the materials, work and labor and the Contract sum will be adjusted accordingly. All such work and labor shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. When work or bid items are deducted, reduced or eliminated, it is agreed that no payment will be made to Contractor for anticipated profit.

B. Extra Work

Any claim or order for extra materials, work and labor made necessary by alterations or additions to the plans or by other reasons for which no price is provided in this Contract, shall not be valid unless the Contractor and engineer/project manager administering the Contract have agreed upon a price prior to commencing extra work, and the agreement has been signed by the Contractor and approved by the project manager or his/her designee, and approved by the performance bond surety.

C. Extra Work – No Agreed Price

If it is impracticable to fix an increase in price definitely in advance, the order may fix a maximum price which shall not under any circumstances, be exceeded, and subject to such limitation, such alteration, modification, or extra shall be paid for at the actual necessary cost as determined by the City of Tacoma, which cost (including an allowance for profit) shall be determined as the sum of the following items inclusive:

1. Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the engineer/project manager administering the Contract;
2. The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;
3. Material, including sales taxes pertaining to materials;
4. Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;
5. Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;

6. The proportionate cost of premiums on bond required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.
7. The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each day, report to the engineer/project manager the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.

The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material, which, in the judgment of the engineer/project manager administering the Contract, may properly be classified under items for which prices are established in the Contract.

D. Claims for Extra Work

If the Contractor claims that any instructions by drawings or otherwise, involve extra cost under this Contract, he/she shall give the City of Tacoma written notice thereof within 30 days after receipt of such instruction, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedures governing the same shall be as provided for immediately above in this paragraph. The method in these paragraphs is the only method available to the Contractor for payment of claims for extra work performed under the terms of this Contract.

3.11 CLEANING UP

The Contractor shall at all times, at his/her own expense, keep the premises free from accumulation of waste materials or debris caused by any workers or the work, at the completion of the work the Contractor shall remove all his waste materials from and about the site and all his/her equipment, sanitary facilities and surplus materials. In the case of dispute, the City of Tacoma may remove the debris and charge the cost to the Contractor as the City of Tacoma shall determine to be just. All material that is deposited or placed elsewhere than in places designated or approved by the engineer/project manager administering the Contract will not be paid for and the Contractor may be required to remove such material and deposit or place it where directed.

3.12 PROGRESS PAYMENT

Progress payments will be made up to the amount of ninety-five percent (95%) of the actual work completed as shall be determined by the engineer/project manager administering the Contract.

The Contractor may request that an escrow account be established as permitted by law, in which event the Contractor will earn interest on the retained funds.

When the time for construction, services and/or installation will exceed thirty (30) days, the Contractor may request, by invoice, to be paid a progress payment based on percentage of work completed. The engineer/project manager will review and approve the progress payment request on a monthly basis.

3.13 FINAL PAYMENT

The final payment of five percent (5%) of the Contract price shall be approved on final acceptance of the work under this Contract by the project manager or his/her designee. Also, before final payment is made, the Contractor shall be required to:

- A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington. In addition to the Department of Revenue requirements, releases from the state of Washington Labor & Industries and Employment Securities must be received.
- B. Provide the General Release and Final Contract Verification to the City of Tacoma on the form set forth in these Contract documents, if applicable;

- C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;
- D. File with the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;

If there is a fee assessed to the City for any certificate, release or other form required by law, the contractor agrees that the fee amount may be passed on to the Contractor and deducted from the monies paid to the Contractor.

3.14 FAILURE TO COMPLETE THE WORK ON TIME

Should the completion of the work required under the Contract be delayed beyond the expiration of the period herein set for the completion of said work, or such extension of said period as may be allowed by reason of unavoidable delays, there shall be deducted from the total Contract price of work, for each calendar day by which such completion shall be delayed beyond said period of such extension thereof the sum of \$300 or a sum of money as set forth hereinafter in these Specifications, as the amount of such deduction per calendar day.

Said sum shall be considered not as a penalty, but as liquidated damages which the City will suffer by reason of the failure of the Contractor to perform and complete the work within the period herein fixed or such extensions of said period as may be allowed by reason of unavoidable delays.

Any money due or to become due the Contractor may be retained by the City to cover said liquidated damages, and should such money not be sufficient to cover such damages, the City shall have the right to recover the balance from the Contractor or his/her Sureties.

The filing of any bid for the work herein contemplated shall constitute acknowledgment by the Bidder that he/she understands, agrees and has ascertained that the City will actually suffer damages to the amount hereinabove fixed for each and every calendar day during which the completion of the work herein required shall be delayed beyond the expiration of the period herein fixed for such completion or such extension of said period as may be allowed by reason of unavoidable delays.

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

The City of Tacoma hereby reserves the right to use the facilities herein contracted prior to final acceptance under this Contract. The use of said facilities, as mentioned herein, shall not be construed as a waiver or relinquishment of any rights that the City of Tacoma has under this Contract.

3.16 Intentionally Omitted.

3.17 PERFORMANCE BOND / RETAINAGE

Retainage

As provided for in RCW 60.28, five percent of moneys earned by the contractor will be retained for a period of 45 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

Performance Bond

The successful Bidder shall provide a performance bond, including power of attorney, for 100 percent of the amount of his/her bid (excluding sales taxes), to ensure complete performance of the Contract including the guarantee. The bond must be executed by a surety company licensed to do business in the state of Washington. If a bond is requested for a supply type contract, a cashiers' check or cash may be substituted for the bond; however, this cash or cashiers' check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

For contracts of less than or equal to \$100,000, the performance bond and/or retainage requirements may be waived on a case-by case basis for City of Tacoma Small Works Roster firms whose annual gross revenue is below \$1,000,000.

3.18 SUPPLEMENTAL BIDDER CRITERIA

The bidder must also meet the following applicable supplemental criteria adopted by the City of Tacoma (excerpted from TMC Chapter 1.06.262 Evaluation of Submittals, Qualifications of Bidders and Respondents).

- A.** In determining the “lowest and best responsible bidder” for purchase of supplies, purchased services and public works, in addition to price, the following may be considered:
 - 1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
 - 2. Whether the respondent can perform the contract within the time specified, without delay or interference;
 - 3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City's Ethics Code;
 - 4. Quality of performance of previous contracts;
 - 5. Previous and existing compliance with laws and ordinances relating to contracts or services;
 - 6. Sufficiency of the respondent's financial resources;
 - 7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
 - 8. Ability of the respondent to provide future maintenance and service on a timely basis;
 - 9. Payment terms and prompt pay discounts;
 - 10. The number and scope of conditions attached to the submittal;
 - 11. Compliance with all applicable City requirements, including but not limited to the City's Ethics Code and its Historically Underutilized Business and Local Employment and Apprenticeship programs;
 - 12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.
- B.** Intentionally Omitted.
- C.** Proof of Qualifications for Award. As a condition of accepting a submittal, the City may require respondents to furnish information, sworn or certified to be true, on the requirements of this Section. If the City Manager or Director of Utilities is not satisfied with the sufficiency of the information provided, or if the prospective respondent does not meet all of the following requirements, any submittal from such respondent must be disregarded. In order to be considered a responsible bidder, the prospective bidder shall have all of the following qualifications:
 - 1. Adequate financial resources or the ability to secure such resources;
 - 2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
 - 3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
 - 4. A satisfactory record of performance, integrity, judgment and skills; and
 - 5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
 - a. Bidder Responsibility. Bidders shall not be in violation of 39.04.350 RCW Bidder Responsibility Criteria - Supplemental Criteria.

3.19 MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City's **supplemental criteria** by submitting a written request to the Purchasing Division no later than 5:00 p.m. Pacific Time, **three days prior to the bid opening date**. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

Requests may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline to:

MAIL

City of Tacoma Purchasing Division
PO Box 11007
Tacoma, WA 98411-0007

Fax: 253-502-8372
E-mail: bids@cityoftacoma.org

DELIVERY

City of Tacoma Purchasing Division
Tacoma Public Utilities
Administration Building North, Main Floor
3628 South 35th Street
Tacoma, WA 98409-3115

The City will respond to the request prior to the bid opening date. Changes to the supplemental criteria, if warranted, will be issued by addendum to the solicitation documents and posted to the City's website for the attention of all prospective notified Small Works Roster bidders.

3.20 DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination within the timeline specified in the notification by presenting additional information to the City. The City will consider the additional information before issuing its final determination.

3.21 SUBCONTRACTOR RESPONSIBILITY

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. Have an electrical contractor license, if required by Chapter 19.28 RCW;
 - e. Have an elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

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PART I

BIDPROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. PW14-0587S

S. 56th Street Gateway Sign

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. [PWK-01006] and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

- NOTE 1 Unit prices of all items, all extensions and total amount of bid should be shown. Show unit prices in figures only.
- 2 The notations below the item numbers refer to the specification section where information may be found regarding each contract item. These notations are intended only as a guide and are not warranted to refer to all specification sections where information may be found.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1 1-07 SP	SPCC Plan, per Lump Sum	1 LS	<u>LUMP SUM</u>	\$ <u> </u>
2 1-09 SS	Mobilization, per Lump Sum	1 LS	<u>LUMP SUM</u>	\$ <u> </u>
3 1-10 SP	Project Temporary Traffic Control, per Lump Sum	1 LS	<u>LUMP SUM</u>	\$ <u> </u>
4 1-10 SP	Portable Changeable Message Sign, per Day	10 DAY	\$ <u> </u>	\$ <u> </u>
5 2-14 SP	Remove Existing Pavement, Type III Class C6, per Square Yard	15 SY	\$ <u> </u>	\$ <u> </u>
6 8-01 SP	Erosion Control, per Lump Sum	1 LS	<u>LUMP SUM</u>	\$ <u> </u>
7 8-01 SP	Stormwater Pollution Prevention Plan (SWPPP), per Lump Sum	1 LS	<u>LUMP SUM</u>	\$ <u> </u>
8 8-14 SP	Cement Conc. Sidewalk, per Square Yard	26 SY	\$ <u> </u>	\$ <u> </u>
9 8-20 SP	Gateway Sign Electrical System, Complete, per Lump Sum	1 LS	<u>LUMP SUM</u>	\$ <u> </u>
10 8-27 SP	Gateway Sign, Complete, per Lump Sum	1 LS	<u>LUMP SUM</u>	\$ <u> </u>
GRAND TOTAL PRICE			\$	<u> </u>

SIGNATURE PAGE

CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS ENGINEERING

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

Submittals will be received and time stamped only at the City of Tacoma Purchasing Division, located in the Tacoma Public Utilities Administration Building North, Main Floor, at 3628 South 35th Street, Tacoma, WA 98409. **See the Request for Bids page near the beginning of the specification for additional details.**

REQUEST FOR BIDS SPECIFICATION NO. PW14-0587S

S. 56th Street Gateway Sign

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Bidder/Proposer's Registered Name

Signature of Person Authorized to Enter Date
into Contracts for Bidder/Proposer

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

State Business License Number
in WA, also known as UBI (Unified Business Identifier) Number

E.I.No. / Federal Social Security Number Used on Quarterly
Federal Tax Return, U.S. Treasury Dept. Form 941

State Contractor's License Number
(See Ch. 18.27, R.C.W.)

Addendum acknowledgement #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

CONTRACT

Resolution No.
Contract No.

THIS AGREEMENT made and entered into in triplicate by and between the City of Tacoma, a Municipal Corporation hereinafter called the "City", and
Enter vendor name herein after called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the Parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with and as described herein and in the attached plans, drawings, and the below referenced Specifications of the City of Tacoma included in the solicitation of Bids for this Agreement, which are by this reference incorporated herein and made a part hereof, and shall perform any alteration in or additions to the work provided under this Agreement and every part thereof.

Specification No. enter spec number

Project: enter spec name

Contract Total: \$ _____, Select applicable tax information

The Contractor shall provide and bear the expense of all equipment, 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 Agreement and every part thereof, except such as are mentioned in the Specifications to be furnished by the City of Tacoma.

- II. The Contractor acknowledges, and by signing this Agreement agrees, that the Indemnification provisions set forth in the Specifications, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Agreement and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- III. The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- IV. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.
- V. The Contractor agrees to accept as full payment hereunder the amounts specified in the Submittal, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified in said Submittal and in the attached plans, drawings, and Specifications.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, with an effective date for bonding purposes of Enter date day of Enter month, 20year.

CITY OF TACOMA:

PRINCIPAL: Enter vendor name

By: _____
Title of dept or div staff w/auth to sign for this \$ amt

By: _____
Signature

By: _____
Select one (for contract totals over \$50K or NA)

Printed Name

By: _____
Director of Finance

Title

APPROVED AS TO FORM:

By: _____
City Attorney



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____

as principal, and _____

a corporation organized and existing under the laws of the State of _____

as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF TACOMA in the penal sum of \$ _____, for the payment of

which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

Dated at Tacoma, Washington, this _____ day of _____, 20_____.

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

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a certain contract, providing for

Specification No.: _____

Specification Title: _____

Contract No: _____

(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, or is about to accept, the said 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 materialmen; the claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due; and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Tacoma 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 material or workmanship provided or performed under said contract after its acceptance thereof by the City of Tacoma and all claims filed in compliance with Chapter 39.08, RCW are resolved, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved as to form:

Principal:

City Attorney

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

Sustainability

The City has an interest in sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.

1. Have you incorporated sustainability into your everyday business practices? Y/N Please describe

2. Have you taken measures to minimize impacts to the environment in the delivery of proposed goods and/or services? Y/N Please describe.

3. Please describe the estimated percentage of material to be recycled or reused under this project _____%.

Specification No. _____

Name of Bidder

State Responsibility and Reciprocal Bid Preference Information

Certificate of registration as a contractor (must be in effect at the time of bid submittal):

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier (UBI) number:

Number: _____

Do you have industrial insurance (workers' compensation) coverage for your employees working in Washington?

Yes No

Not Applicable

Washington Employment Security Department number:

Number: _____

Not Applicable

Washington Department of Revenue state excise tax registration number:

Number: _____

Not Applicable

Have you been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3)?

Yes No If yes, provide an explanation of your disqualification on a separate page.

Do you have a physical office located in the state of Washington?

Yes No

If incorporated, in what state were you incorporated?

State: _____

Not Incorporated

If not incorporated, in what state was your business entity formed?

State: _____

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for _____
between _____ and the City of Tacoma,
(Themselves or Itself) Project / Spec. #
dated _____, 20____, hereby releases the City
of Tacoma, its departmental officers and agents from any and all claim or
claims whatsoever in any manner whatsoever at any time whatsoever arising
out of and/or in connection with and/or relating to said contract, excepting only
the equity of the undersigned in the amount now retained by the City of
Tacoma under said contract, to-wit the sum of \$_____.

Signed at Tacoma, Washington this _____ day of _____, 20____.

Contractor

By _____

Title _____

PART 2

SPECIAL PROVISIONS

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INTRODUCTION
(March 31, 2014 Tacoma GSP)

The following special provisions shall be used in conjunction with the "2014 Standard Specifications for Road, Bridge and Municipal Construction", "Standard Plans for Road, Bridge, and Municipal Construction", and "2014 Standard Specifications book Amendments" as prepared by the Washington State Department of Transportation (WSDOT). State Standard Specifications are available through WSDOT, by calling (360) 705-7430, or may be downloaded, free of charge, from this location on the WSDOT home page: www.wsdot.wa.gov/fasc/engineeringpublications/library.htm

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

The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

(May 18, 2007 APWA GSP)
(August 7, 2006 WSDOT GSP)
(April 2, 2007 Tacoma GSP)

The project specific Special Provisions are labeled under the headers of each Special Provision as follows:

(*****)

For further information relating to these Specifications please contact:

Prior to Contract Award: Diane Sheesley, Public Works Department, Engineering Division, (253) 591-5358;

After Contract Award: Mark Henry, Public Works Department, Engineering Division, (253) 591-5771.

A pre-bid conference will be held in *Room 148 Tacoma Municipal Building 747 Market St.*, Tacoma, Washington, 98402-3768 at 2 pm on *Wednesday November 5, 2014* to answer questions regarding the Small Business Enterprise (SBE) Program requirements included in the Contract. Prospective bidders are urged to attend.

DESCRIPTION OF WORK

(***)**

This contract shall generally consist of installing a Gateway sign near the entrance to the City of Tacoma on S. 56th Street.

END OF SECTION

1-05 CONTROL OF WORK

1-05.3 Plans and Working Drawings (January 13, 2011 Tacoma GSP)

This section is deleted in its entirety and replaced with the following:

1-05.3 Submittals

The Contractor shall not install materials or equipment, which require submittals, until reviewed by the Contracting Agency.

The Contractor shall submit four (4) copies to the Engineer of all submittals required by the Contract Documents, unless otherwise required in these Special Provisions. This includes, but is not limited to:

- Shop Drawings/Plans
- Product Data
- Samples
- Reports
- Material Submittals (Ref. 1-06)
- Progress Schedules (Ref. 1-08.3)
- Guarantees/Warranties (Ref. 1-05.10)

The Engineer will return one (1) copy to the Contractor.

1-05.3(1) Submittal Schedule

In conformance with section 1-08.3, the progress schedule shall be submitted and reviewed prior to commencing any work.

No claim will be allowed for damages or extension of time resulting from rejection of a submittal or the requirement of resubmittals as outlined by this section.

The Engineer's review will be completed as quickly as possible, but may require up to ten (10) working days from the date the submittals or resubmittals are received until they are sent to the Contractor. If more than ten (10) working days are required for the Engineer's review of any individual submittal or resubmittal, an extension of time will be considered in accordance with Section 1-08.8.

1-05.3(2) Submittal Procedures

Contractor submittals shall be in accordance with the following:

The Contractor shall thoroughly review each submittal for dimensions, quantities, and details of the material or item shown. The Contractor shall review each submittal and note any errors, omissions, or deviations with the Contract Documents. The Contractor shall accept full responsibility for the completeness of each submittal.

Each submittal shall have a unique number assigned to it, and the transmittals shall be sequentially numbered. The numbering of resubmittals shall meet the requirements of Section 1-05.3(4). On each page, indicate the page number, and total number of pages in each submittal.

Each submittal shall indicate the intended use of the item in the work. When catalog pages are submitted, applicable items shall be clearly identified. The current revision, issue number, and data shall be indicated on all drawings and other descriptive data.

Each submittal should be transmitted with the "Submittal Transmittal Form" found at the end of this section. Upon request, an electronic copy of the Submittal Transmittal Form will be made available to the Contractor.

In lieu of utilizing the Submittal Transmittal Form, the Contractor may display the following information on each submittal, in a clear space on the front of the submittal:

- Project Name: S. 56th Street Gateway Sign
- Project Specification Number: PW14-0587S
- Project No. PWK-01006
- Submittal Date
- Description of Submittal
- Sequential, unique submittal number.
- Related Specification Section and/or plan sheet
- The following statement: "This document has been detail-checked for accuracy of content and for compliance with the contract documents. The information contained herein has been fully coordinated with all involved Subcontractors."
- Printed or typed name and signature of Contractor.

When submitting product data, the Contractor shall modify drawings to delete any information not applicable to the project and add information that is applicable to the project. The Contractor shall mark copies of printed material to clearly identify the pertinent materials, products or models.

Samples submitted shall be of sufficient size and quantity to clearly illustrate functional characteristics of product or material and full range of colors available. Field samples and mock-ups, where required, shall be erected at the project site where directed by the Engineer.

The Contractor shall notify the Engineer, in writing at time of submission, of deviations in submittals from requirements of the contract documents.

The City shall not be responsible for delays in reviewing submittals not submitted in accordance with these specifications.

1-05.3(3) Engineer's Review of Submittals

The Engineer's review of drawings and data submitted by the Contractor will cover only general conformity with the contract drawings and specifications. The Engineer's review of submittals shall not relieve the Contractor from responsibility for

errors, omissions, deviations, or responsibility for compliance with the contract documents.

Review of a separate item does not constitute review of an assembly in which the item functions.

When the submittal or resubmittal is marked "REVIEWED", or "REVIEWED WITH COMMENTS", no additional copies need to be furnished. The Contractor shall comply with any comments on the return submittal.

1-05.3(4) Resubmittals

When a submittal is marked "AMEND AND RESUBMIT" or "REJECTED, SEE REMARKS," the Contractor shall make the corrections as noted and instructed by the Engineer and resubmit four (4) copies. The Contractor shall not install material or equipment that has received a review status of "AMEND AND RESUBMIT" or "REJECTED, SEE REMARKS".

When corrected copies are resubmitted, the Contractor shall in writing direct specific attention to all revisions and shall list separately any revision made other than those called for by the Engineer on previous submittals. Resubmittals shall bear the number of the original submittal followed by a letter (A, B, etc.) to indicate the sequence of the resubmittal.

The Contractor shall revise returned submittals as required and resubmit until final review is obtained.

The Contractor shall verify that all exceptions previously noted by the Engineer have been accounted for.

1-05.4 Conformity With and Deviations from Plans and Stakes

Add the following two new sub-sections:

1-05.4(1) Roadway and Utility Surveys (October 1, 2005 APWA GSP)

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work. These shall generally consist of one initial set of:

1. Slope stakes for establishing grading;
2. Curb grade stakes;
3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

On alley construction projects with minor grade changes, the Engineer shall provide only offset hubs on one side of the alley to establish the alignment and grade.

1-05.7 Removal of Defective and Unauthorized Work (October 1, 2005 APWA GSP)

Supplement this section with the following:

*City of Tacoma
S. 56th Street Gateway Sign
PW14-0587S*

SP-5

October 2014

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing (October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the

Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully

tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

**1-05.13 Superintendents, Labor and Equipment of Contractor
(March 25, 2009 APWA GSP)**

Revise the seventh paragraph to read:

Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to Section 1-02.14, it will take these performance reports into account.

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

Revise the second paragraph to read:

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

Add the following new section:

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

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

Add the following new section:

**1-05.17 Oral Agreements
(October 1, 2005 AWP A GSP)**

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

END OF SECTION

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO PUBLIC

1-07.15(1) Spill Prevention, Control and Countermeasures Plan (February 9, 2011 Tacoma GSP)

This section is revised to read:

The Contractor shall prepare a project-specific spill prevention, control, and countermeasures plan (SPCC Plan) that will be used for the duration of the project. The Contractor shall submit the plan to the Project Engineer no later than the date of the preconstruction conference. No on-site construction activities may commence until the Contracting Agency accepts an SPCC Plan for the project.

The term "hazardous materials," as used in this Specification, is defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M 31-11). Occupational safety and health requirements that may pertain to SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843.

Implementation Requirements

The SPCC Plan shall be updated by the Contractor throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. All project employees shall be trained in spill prevention and containment, and they shall know where the SPCC Plan and spill response kits are located and have immediate access to them.

If hazardous materials are encountered or spilled during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. The Contractor shall supply and maintain spill response kits of appropriate size within close proximity to hazardous materials and equipment.

The Contractor shall implement the spill prevention measures identified in the SPCC Plan before performing any of the following:

1. Placing materials or equipment in staging or storage areas.
2. Refueling, washing, or maintaining equipment.
3. Stockpiling contaminated materials.

SPCC Plan Element Requirements

The SPCC Plan shall set forth the following information in the following order:

1. **Responsible Personnel**
Identify the name(s), title(s), and contact information, including a 24/7 emergency contact number, for the personnel responsible for implementing and updating the plan, including all spill responders.
2. **Spill Reporting**
List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill. The City of Tacoma contact will be the Wastewater Treatment Plant Operations number at 253.591.5592.

3. Project and Site Information
Describe the following items:
 - A. The project Work.
 - B. The site location and boundaries.
 - C. The drainage pathways from the site, including both stormwater and sanitary conveyance pathways.
 - D. Nearby waterways and sensitive areas and their distances from the site.

4. Potential Spill Sources
Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):
 - A. Name of material and its intended use.
 - B. Estimated maximum amount on-site at any one time.
 - C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.
 - D. Decontamination location and procedure for equipment that comes into contact with the material.
 - E. Disposal procedures.
 - F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous material.

5. Pre-Existing Contamination
Describe any pre-existing contamination and contaminant sources (such as buried pipes or tanks) in the project area that are described in the Contract documents. Identify equipment and work practices that will be used to prevent the release of contamination.

6. Spill Prevention and Response Training
Describe how and when all personnel (including refueling Contractors and Subcontractors) will be trained in spill prevention, containment, and response in accordance with the Plan. Describe how and when all spill responders will be trained in accordance with WAC 296-824.

7. Spill Prevention
Describe the following items:
 - A. Spill response kit contents and location(s).
 - B. Security measures for potential spill sources.
 - C. Secondary containment practices and structures for all containers to handle the maximum volume of potential spill of hazardous materials.
 - D. Methods used to prevent stormwater from contacting hazardous materials.
 - E. Site inspection procedures and frequency.
 - F. Equipment and structure maintenance practices.
 - G. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.
 - H. Refueling procedures for equipment that cannot be moved from below the ordinary high water line.

8. Spill Response

Outline the response procedures the Contractor will follow for each scenario listed below. Include a description of the actions the Contractor shall take and the specific on-site spill response equipment that shall be used to assess the spill, secure the area, contain and eliminate the spill source, and clean up and dispose of spilled and contaminated material.

Response procedures shall be outlined in the Spill Response section and shall include notification to the City of Tacoma Wastewater Treatment Plant Operations number at 253.591.5592.

- A. A spill of each type of hazardous material at each location identified in 4, above.
- B. Stormwater that has come into contact with hazardous materials.
- C. Drainage pathways from the site, including both stormwater and sanitary conveyance pathways.
- D. A release or spill of any unknown pre-existing contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.
- E. A spill occurring during Work with equipment used below the ordinary high water line.

If the Contractor will use a Subcontractor for spill response, provide contact information for the Subcontractor under item 1 (above), identify when the Subcontractor will be used, and describe actions the Contractor shall take while waiting for the Subcontractor to respond.

9. Project Site Map

Provide a map showing the following items:

- A. Site location and boundaries.
- B. Site access roads.
- C. Drainage pathways from the site.
- D. Nearby waterways and sensitive areas.
- E. Hazardous materials, equipment, and decontamination areas identified in 4, above.
- F. Pre-existing contamination or contaminant sources described in 5, above.
- G. Spill prevention and response equipment described in 7 and 8, above.

10. Spill Report Forms

Provide a copy of the spill report form(s) that the Contractor will use in the event of a release or spill.

Payment

Payment will be made in accordance with Section 1-04.1 for the following Bid item when it is included in the Proposal:

“SPCC Plan,” lump sum.

When the written SPCC Plan is accepted by the Contracting Agency, the Contractor shall receive 50-percent of the lump sum Contract price for the plan.

The remaining 50-percent of the lump sum price will be paid after the materials and equipment called for in the plan are mobilized to the project.

The lump sum payment for "SPCC Plan" shall be full pay for:

1. All costs associated with creating the accepted SPCC Plan.
2. All costs associated with providing and maintaining the on-site spill prevention equipment described in the accepted SPCC Plan.
3. All costs associated with providing and maintaining the on-site standby spill response equipment and materials described in the accepted SPCC Plan.
4. All costs associated with implementing the spill prevention measures identified in the accepted SPCC Plan.
5. All costs associated with updating the SPCC Plan as required by this Specification.

As to other costs associated with releases or spills, the Contractor may request payment as provided for in the Contract. No payment shall be made if the release or spill was caused by or resulted from the Contractor's operations, negligence, or omissions.

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property (January 13, 2011 Tacoma GSP)

This section is supplemented with the following:

The Contractor shall contact all property owners and tenants in the vicinity of this project, via newsletter/ mailing, a minimum of one (1) week prior to start of construction. The Contractor shall submit a draft of the property owner notification prior to posting/ mailing.

The newsletter/ mailing shall advise the owners and tenants of the construction schedule and indicate the Contractor's name, contact person, and telephone numbers.

1-07.17 Utilities and Similar Facilities (June 24, 2014 Tacoma GSP)

The first paragraph is supplemented with the following:

Public and private utilities or their Contractors will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocations, replacement, or construction will be done within the time for performance of this project. The Contractor shall coordinate their work with such adjustment, relocation, or

replacement of utility work. This may require the Contractor to phase their work in a manner that will allow for the utility work.

The Contractor shall coordinate their work with all utilities and other organizations, which have to adjust or revise their facilities within the project area. These may include, but are not limited to:

- City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- City of Tacoma Water Division, Contact: Gary Gates, phone: (253) 502-8742
- City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- Tacoma Public Utilities, Tacoma Power, phone: Rick Van Allen (253) 502-8076
- Puget Sound Energy, Contact: Errol Burgos, phone: (425) 324-5341
- QWest., Contact: Judy Cissell, phone: (253) 597-5331
- AT&T Broadband Information Services, Contact: Sheikh Moiwo, phone: (253) 856-2996
- City of Tacoma Operations, Contact: Shop (253) 591-5287 or Joe Nollan, phone (253) 593-7741
- One-Number Locator Service "One Call System" telephone **1-800-424-5555**

If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or other electric or water utility structure owned by the City of Tacoma, the Contractor shall contact the City of Tacoma, Department of Public Utilities, telephone number 593-8353, and arrange for an inspection before proceeding. The Contractor shall perform, at the Contractor's expense, such additional work as is required to protect the pole or structure from subsidence. The Contractor may be directed to suspend work at the site of any such excavation until such utility structures are adequately protected.

City Signal/Streetlight Maintenance Crews will perform the work described in section 8-20 of these special provisions.

Garbage, recycling, and yard waste pick up within the project limits is on Thursday.

END OF SECTION

**1-08.5 Time for Completion
(March 1, 2004 Tacoma GSP)**

Supplement this section with the following:

This project shall be physically completed within 20 working days.

1-08.6 Suspension of Work

(***)**

Supplement this Section with the following:

Contract time may be suspended for procurement of the Gateway Sign and Gateway Sign elements (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 10 calendar days after execution by the Contracting Agency place purchase orders for all materials deemed critical for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of all of the materials necessary for Gateway Sign installation in the Progress Schedule. If the approved Progress Schedule indicates that the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 10 calendar days, then contract time shall be suspended upon physical completion of all work except that work associated with erection of the Gateway Sign on the concrete foundation. The site shall be stabilized before a Procurement Suspension will be granted.

Charging of contract time will resume upon the Contractors' receipt of delivery of the critical materials to the Contractor.

END OF SECTION

1-09 MEASUREMENT AND PAYMENT

1-09.9 Payments

(***)**

Supplement this section with the following:

Lump sum item breakdowns are required for all lump sum bid items.

END OF SECTION

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(2) Description **(*****)**

This section is supplemented by the following:

Existing signs shall not be removed until the Contractor has provided for temporary measures sufficient to safeguard and direct traffic after existing signs have been removed. Preservation of temporary traffic control and street name signs shall be the sole responsibility of the Contractor.

As the work progresses and permits, temporarily relocated and/or removed traffic signs shall be reset in their permanent location. Permanent signs and other traffic control devices damaged or lost by the Contractor shall be replaced or repaired at the Contractor's expense.

1-10.2(1) General **(March 3, 2008 Tacoma GSP)**

This section is supplemented with the following:

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

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

Evergreen Safety Council
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778 or
(206) 382-4090

1-10.2(1)a Traffic Control Management **(*****)**

This section is supplemented with the following:

A safe and accessible pedestrian access route shall be provided, with proper identification/guidance, at all times throughout the project area. Emergency traffic, such as police, fire, and disaster units, shall be provided access at all times. In addition, the Contractor shall coordinate Contractor activities with all disposal firms and transit bus service that may be operating in the project area.

1-10.3 Traffic Control Labor, Procedures, and Devices

1-10.3(2) Traffic Control Procedures **(*****)**

This section is supplemented with the following:

City of Tacoma
S. 56th Street Gateway Sign
PW14-0587S

SP-17

October 2014

It is understood certain construction activities and delivery of the sign may require lane closure on S. 56th Street. **Lane closures shall not be allowed without prior submittal and approval by the Engineer of a specific traffic control plan for each instance requiring traffic control different from the plans.** There shall be no reduction in traffic lanes from 7:00 a.m. to 7:00 p.m. and the terms of the approval may limit the duration and/or frequency of lane closures. As shown in the plans, temporary traffic control during any time period can consist of maintaining two through lanes in each direction on South 56th Street by shifting traffic flow per the traffic control plan.

When plans are not included in the Contract Documents, the Contractor shall submit plans for detours in accordance with the "Manual on Uniform Traffic Control Devices (MUTCD)". In addition, where the Contractor believes an alternate plan will safely and adequately maintain vehicular and pedestrian traffic, the Contractor may submit alternate plans to those for traffic control and detours required by MUTCD or contract documents. Such alternate plans must comply with the MUTCD and shall be in writing and submitted to the Engineer at least fifteen (15) days in advance of their intended use. The acceptance of any alternate plan shall be entirely at the discretion of the Engineer and the Contractor shall have no claim by reason of a plan being rejected or modified, nor shall there be any additional payment by reason of using a substitute plan.

1-10.3(3)A Construction Signs

(*****)

The fifth paragraph is revised to read:

Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the Engineer deems to be unacceptable while their use is required on the project shall be replaced by the Contractor at their expense.

1-10.3(3)C Portable Changeable Message Sign

(*****)

This section is supplemented with the following:

A Portable Changeable Message Sign shall only be required for construction efforts (phases) that will require special traffic control (see Section 1-10.3(2)) for closing a traffic lane for a period of four (4) hours or more. When required, a PCMS shall be deployed a minimum of three (3) calendar days prior to the construction work/phase requiring a lane closure. It shall be positioned facing eastbound S. 56th Street traffic in between the construction area and the traffic signal at S. Orchard Street and shall remain in place for the duration of the lane closure. Sign shall be solar charged and programmable, with the displayed message to be proposed to, and approved by, the Engineer.

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

(*****)

This section is supplemented with the following:

“Portable Changeable Message Sign” shall be measured per day that the sign is operating on-site.

1-10.5(3) Reinstating Unit Items With Lump Sum Traffic Control
(***)**

This section is supplemented with the following:

“Project Temporary Traffic Control”, lump sum.

Costs for layout, installation, removal, and transport of project signage shall be included with the Contract lump sum price for “Project Temporary Traffic Control.” This Bid item shall also constitute full compensation for all labor, tools, equipment, and materials necessary or incidental to providing traffic and pedestrian control as required throughout the project duration in compliance with the MUTCD including, but not limited to, reflective signage, barricades, lights, channelizing devices, and temporary pavement markings. Providing two (2) flaggers and one (1) Traffic Control Supervisor during all periods of construction activities affecting traffic on S. 56th Street; and acquiring all necessary permits shall be included in the lump sum Bid item “Project Temporary Traffic Control”.

“Portable Changeable Message Sign”, per day.

The unit price in the Proposal shall be full compensation for all labor, tools, equipment, and materials necessary or incidental to providing, maintaining, and programming the sign for the required duration.

No separate payment will be made for revisions to and implementation of the Traffic Control Plan, as it will be considered incidental to the other Contract items. All costs for the contractor’s adoption of the traffic control plans, or submittals of any alternate traffic control plans for the Engineer’s approval, shall be included in the price for Project Temporary Traffic Control, per lump sum.

END OF SECTION

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP
(***)**

2-01.1 Description

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

The Contractor shall clear, grub, and cleanup those areas required to complete the Work indicated on the Plans.

This section is supplemented with the following:

Trees, stumps, shrubs, and brush located outside the Clearing & Grubbing limits shall be considered as part of "Clearing and Grubbing" when identified for removal on the Plans.

2-01.4 Measurement

(Supplement this section with the following:

Work included under this section shall not be measured for payment, but shall be included in the lump sum price for "Gateway Sign, Complete".

END OF SECTION

2-07 WATERING
(August 3, 2009 Tacoma GSP)

2-07.3 Construction Requirements

Section 2-07.3 is supplemented with the following:

2-07.3(1) Water Supplied from Hydrants

There is no guarantee that all fire hydrants will be available for use for cleaning, lining, or any other construction activities associated with this project. Prior to construction activities, it shall be the Contractor's responsibility to verify which hydrants will be available by contacting Tacoma Water. The Contractor shall use only those hydrants designated by Tacoma Water.

Water supplied from hydrants governed by Tacoma Water shall be used in strict compliance with the "Operating Procedures for the use of Water Division Hydrants" available at the Tacoma Water Permit Counter.

The Contractor shall obtain a Hydrant Permit prior to start of work by contacting the Water Permit Counter at (253) 502-8247, 2nd floor, Tacoma Public Utilities, Administrative Building, 3628 South 35th Street, Tacoma, WA 98409. A copy of the approved Hydrant Permit shall be submitted to the Engineer.

Contractor personnel shall be in possession of a valid Tacoma Public Utilities Hydrant Certification Card prior to obtaining a permit. If necessary, contractor personnel shall undergo training to receive the required certification. Contact the Water Permit Counter to set up training as necessary.

END OF SECTION

Add the following new section:

**2-14 PAVEMENT REMOVAL
(March 17, 2003 Tacoma GSP)**

2-14.1 Description

The work described in this section includes the removal and disposal of pavement surfaces identified on the Plans or as marked in the field.

2-14.2 Pavement Classification

Removal of pavement will be according to type and class based on composition and thickness, as defined below:

Type I Pavement removal where all or portions of the existing pavement is being removed in conjunction with street construction or any other removal not described below for Type II or Type III.

Type II Pavement removal required for the placing of utilities at greater and varying depths, such as sewers.

Type III Pavement removal required for narrow and shallow utility cuts in order to install light cables, conduits and similar shallow utilities.

Class A2 Class A2 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness of two inches or less.

Class A4 Class A4 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between two inches and four inches.

Class A8 Class A8 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between four inches and eight inches.

Class C6 Class C6 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of six inches or less. After the curbs and pavement have been constructed, the Contractor may be required to remove additional sidewalk necessary to provide proper connections and grades, as determined by the Engineer.

Class C12 Class C12 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of between 6 inches and 12 inches.

Class CA Class CA pavement removal shall apply to all pavements that have a wearing surface of asphalt concrete upon a cement concrete pavement or, cement concrete base, and for which the total combined thickness of the pavement averages between six inches and twelve inches.

Class H Class H pavement removal shall apply to early type pavement of a cement concrete base with a brick or cobblestone surface and potentially an additional layer of asphalt concrete pavement for which the total combined thickness of the pavement averages between ten inches and twenty inches.

2-14.3 Construction Requirements

All final meetlines shall be sawcut.

Where monolithic cement concrete pavement and curb are being removed, the curb removal shall be considered as pavement removal, and the measurement for payment will be to the back of the curb.

The removal of existing street improvements shall be conducted in such a manner as not to damage utilities and any portion of the improvement that is to remain in place. Any deviation in this matter will obligate the Contractor, at no expense to the Contracting Agency, to repair, replace, or otherwise make proper restoration to the satisfaction of the Engineer.

In the event a pavement averages more than the maximum thickness specified for its class, an additional payment will be made to cover the extra thickness removed by a proportional conversion into additional square yards.

2-14.4 Measurement

Pavement removal will be measured per square yard.

Type I pavement removal will be measured in its original position through the use of survey techniques.

2-14.5 Payment

Payment will be made in accordance with Section 1-04.1.

“Remove Existing Pavement, Type ___Class___”, per square yard

All costs associated with saw cutting meet lines shall be included in the unit contract price for pavement removal.

END OF SECTION

**3-04 ACCEPTANCE OF AGGREGATE
(April 1, 2012 Tacoma GSP)**

3-04.1 Description

The first and third paragraphs are deleted.

The fourth paragraph is revised to read:

Nonstatistical evaluation will be used for the acceptance of aggregate materials.

3-04.3(1) General

The first sentence is revised to read:

For the purpose of acceptance sampling and testing, all test results obtained for a material type will be evaluated collectively.

3-04.3(4) Testing Results

This section is replaced with the following:

The results of all acceptance testing will be provided by the City's Project Engineer within 3 working day of testing.

3-04.3(6) Statistical Evaluation

This section is deleted:

3-04.5 Payment

In the second paragraph, the reference "Section 3-04.3(6)C " is revised to read "Section 3-04.3(8)".

END OF SECTION

**6-02 CONCRETE STRUCTURES
(February 16, 2011 Tacoma GSP)**

6-02.3(4) Ready-Mix Concrete
The first sentence is revised to read.

All concrete shall be batched in a prequalified manual, semi-automatic, or automatic plant as described in Section 6-02.3(4)A.

END OF SECTION

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

8-01.1 Description

This section is supplemented with the following:

A copy of the City of Tacoma Stormwater Management Manual can be obtained by contacting Environmental Services at 253.591.5588.

8-01.3(1)A Submittals

This section is revised to read:

The Contractor shall prepare an implementation schedule for the Stormwater Pollution Prevention Plan (SWPPP) in accordance with the City of Tacoma Stormwater Management Manual (SWMM), Volume 2. The Contractor shall incorporate the SWPPP implementation schedule into the Contractor's progress schedule. The SWPPP and implementation schedule shall be submitted in accordance with 1-05.3 and 1-08.3.

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

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

This section is revised to read:

The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the contact information for the ESC Lead shall be added to the Stormwater Pollution Prevention Plan (SWPPP) and the Temporary Erosion and Sediment Control (TESC) Plan. The ESC Lead shall maintain, for the life of the contract, a current Certified Erosion and Sediment Control Lead (CESCL) certificate from a course approved by the Washington State Department of Ecology or have a current Certified Professional in Erosion and Sediment Control (CPESC) certificate. The CESCL or CPESC shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The CESCL or CPESC shall direct implementation of the measures identified in the SWPPP and as shown on the TESC plan. Implementation shall include, but is not limited to the following:

1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the SWPPP and as shown on the TESC plan. Damaged or inadequate BMPs shall be corrected as needed to assure continued performance of their intended function in accordance with BMP specifications.
2. Inspecting all on-site erosion and sediment control BMPs at least once every calendar week, within 24 hours of any discharge from the site, and after any 2-yr or larger storm event. A SWPPP Inspection report or form shall be

prepared for each inspection and shall be included in the SWPPP file. A copy of each SWPPP Inspection report or form shall be submitted to the Engineer no later than the end of the next working day following the inspection. The report or form shall include, but shall not be limited to the following:

- a. When, where, and how BMPs were installed, maintained, modified, and/or removed.
 - b. Observations of BMP effectiveness and proper placement.
 - c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal SWPPP inadequacies.
 - d. Approximate amount of precipitation since last inspection and when last inspection was performed.
3. Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:
- a. SWPPP Inspection Reports or Forms.
 - b. SWPPP narrative.
 - c. Applicable permits.

Upon request, the file shall be provided to the Engineer for review.

8-01.3(1)C Water Management

This section is revised to read:

General. The Contractor is responsible for keeping excavations free from standing water during construction and disposing of wastewater in a manner that will not cause pollution, injury to public or private property, or cause a nuisance to the public. The Contractor shall maintain dry working conditions at all times and under all conditions. Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation walls, boils, uplift, or heave in the excavation, and to eliminate interference with orderly progress of construction. While the excavation is open, the groundwater level shall be maintained at least two (2) feet below the working level. The control of groundwater shall be such that softening of the bottom of excavations, or formation of “quick” conditions or “boils” during excavation, shall not occur. The Contractor is responsible for all material and expense resulting from groundwater intrusion.

Requirements for Groundwater Discharge to the Storm Sewer System.

Uncontaminated pumped groundwater is an allowable discharge to the stormwater system under TMC 12.08.080.

8-01.3(8) Street Cleaning

The second sentence is revised to read:

Street washing with water shall not be permitted.

8-01.3(9)C Straw Bale Barrier

The section is revised to read:

Straw bale barriers shall not be permitted.

8-01.3(9)D Inlet Protection

Replace the third paragraph of this section with the following:

When the depth of accumulated sediment and debris reaches approximately 1/3 the height of an internal device or 1/3 the height of the external device (or less when so specified by the manufacturer), or as designated by the Engineer, the sediment and debris shall be removed and disposed of per SWMM BMP C220 or as specified on the Plans or within the SWPPP.

8-01.3(16) Removal

This section is supplemented the following:

Removing Temporary Erosion / Water Pollution Control BMPs

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

Add the following new Section:

8-01.3(17) Suspension of Work

It shall be the Contractor's responsibility to meet the Temporary Erosion / Water Pollution Control requirements of the Bid Documents, including maintenance and repair of BMPs already installed, at all times during suspension.

8-01.4 Measurement

This section is supplemented with the following:

No specific unit of measurement shall apply to the lump sum item "Erosion Control".

No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution Prevention Plan (SWPPP)".

8-01.5 Payment

This section is supplemented with the following:

"Erosion Control", per lump sum

The lump sum contract price for "Erosion Control" shall be full pay for all cost of labor, equipment, and materials to perform all work associated with erosion control.

Work shall include, but shall not be limited to, purchase and delivery of required materials, installation and maintenance of temporary erosion and sediment control measures such as baffled sedimentation tanks, silt fence, wattles, coir logs, inlet protection, filtration systems, stabilized construction entrance, plastic covering, tire wash, and street cleaning. It is the Contractor's responsibility to maintain, repair, and/or replace any and all erosion control measures and facilities as required to maintain compliance with the Tacoma Municipal Code Section 12.08 for the entire duration of the Project.

All costs associated with maintaining excavations free of water as specified herein shall be included in the "Erosion Control" lump sum cost.

"Stormwater Pollution Prevention Plan (SWPPP)", per lump sum

The lump sum contract price for "Stormwater Pollution Prevention Plan (SWPPP)" shall be full pay for all costs, including but not limited to, preparing, submitting, revising, and resubmitting revisions for the Stormwater Pollution Prevention Plan.

END OF SECTION

8-02 ROADSIDE RESTORATION
(***)**

8-02.2 Materials

Supplement this section with the following:

Topsoil

Topsoil shall be per the 2012 City of Tacoma Stormwater Management Manual, Volume 3, Chapter 4.1.3.

Seed

Seed mixture for hydroseeding shall conform to the composition specified in the following paragraph. Seeding rates are shown in pounds of pure live seed (PLS) per acre or 1,000 square feet. PLS is determined by multiplying the percent purity (expressed as a decimal) by the percent germination (expressed as a decimal) and then multiplying this factor by the pounds of seed in the mixture (PLS = pounds of seed in mixture times percent purity times percent germination). The purity and germination percentages shall be as shown on the tag on each seed container.

<u>Kind and Variety of Seed in Mixture</u>	<u>Proportion by Weight</u>
Perennial Ryegrass	60%
Kentucky Bluegrass	20%
Hard Fescue	20%
Total:	100%

Seed mixtures shall not contain more than 0.5 percent by weight, weed seed and shall be free of prohibited noxious weed; specifically, horsetail, quack grass, and morning glory. Additionally, the maximum amount of inert or other seed shall be 2.0 percent by weight.

Fertilizer

Total Available Nitrogen: 10 percent, of which 50 percent is derived (analyzed as N) from 38 percent slow release urea form)

Available Phosphorous: 20 percent (analyzed as P2O5)

Available Potassium: 20 percent (analyzed as K2O)

Note: Above percentages are proportioned by weight.

Mulch

Mulch for hydroseeding shall be wood cellulose fiber and shall be applied to all seeded areas on this project.

8-02.3 Construction Requirements

8-02.3(4) Topsoil

Supplement this section with the following:

The Contractor shall thoroughly scarify surface by tilling, disking, or harrowing to a minimum depth of 4 inches after the subgrade has been backfilled to the elevations needed to establish finished grade after topsoil

placement as indicated on the Plans. Prior to placement, the Engineer shall approve topsoil material. Final grading shall include raking, floating, dragging, and rolling to remove all surface irregularities and to provide a firm, smooth surface with positive drainage.

8-02.3(16)B Lawn Establishment

This section is supplemented with the following:

Lawn that is replaced shall be of the same grade as the surviving lawn.

The Contractor is responsible for applying water to all seeded areas until 4 weeks after substantial completion or until the seeded areas have a dense growth of grass with an average height of 1 inch. The Contractor shall take necessary measures to prevent erosion and siltation of downstream facilities and adjacent properties.

8-02.4 Measurement

This section is supplemented with the following:

Lawn restoration, including topsoil, seeding, fertilizing, mulching, and establishment, shall not be measured for payment, but shall be included in the lump sum price for "Gateway Sign, Complete".

END OF SECTION

8-14 CEMENT CONCRETE SIDEWALKS
(*****)

8-14.3 Construction Requirements

8-14.3(4) Curing

The second sentence is revised to read:

Curing shall be in accordance with Section 5-05.3(13).

Section 8-14 is supplemented with the following:

8-14.3(20) Cold Weather Work

The following additional requirements for placing concrete shall be in effect from November 1 to April 1:

- The Engineer shall be notified at least 24 hours prior to placement of concrete.
- All concrete placement shall be completed no later than 2:00 p.m. each day.
- Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

8-14.3(21) Thickened Edge for Sidewalk

Thickened edge shall be constructed in accordance with the standard plan.

8-14.5 Payment

The pay item "Cement Conc. Sidewalk" is supplemented with the following:

All additional costs related to the construction of thickened edges shall be included in the unit contract cost for "Cement Conc. Sidewalk". All costs for procuring, providing, hauling, placing, grading, and compacting crushed surfacing top course under the sidewalk alignment as specified on the Plans shall be included in the "Cement Conc. Sidewalk" unit cost and shall not be measured for separate payment.

The sixth paragraph is revised to read:

Excavation required for the construction of the sidewalk shall be paid for under the unit contract price for "Roadway Excavation, Incl. Haul" when included in the proposal. Otherwise, the Contractor shall include all costs associated with excavating, including haul and disposal, regardless of the depth in the unit contract price for "Cement Conc. Sidewalk".

END OF SECTION

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL (March 6, 2013 Tacoma GSP)

8-20.1 Description

Supplement this section with the following:

Work shall include installing a complete electrical system associated with the Gateway Sign installed on S. 56th Street per Section 8-27 of these Special Provisions.

8-20.1(1) Regulations and Codes

Supplement this section with the following:

All requirements of the Washington State Department of Labor and Industries shall be incorporated into the project. It shall be the Contractor's responsibility to determine these requirements and to coordinate all inspections by the Department of Labor and Industries.

Prior to start of work, all necessary licenses, permits, and approvals shall be obtained. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of all other facilities. The Contractor will be required to comply with all the provisions of these instruments and shall save and hold the City of Tacoma harmless from any damage which may be incurred as a result of the Contractor's failure to comply with all the terms of these permits.

Add the following new section:

8-20.1(3) Work Performed by City Crews

The Contractor will be responsible for coordinating with City of Tacoma lighting shop at (253) 591-5287 for all work performed by City crews.

City Signal/Streetlight Maintenance Crews will perform the following:

- Work associated with disconnection of existing splices and installation of new splices.
- Furnish and install the junction box.

The Contractor will be responsible for performing the following:

- Expose and plate existing conduit until lighting shop is available for splicing.
- Pulling back existing wiring, re-feeding existing wiring and installing new wiring.
- Installing new conduit to within 3-4" of existing conduit a minimum of 6" below grade as approved by the engineer in the field.
- Additional Work as shown on the Plans.

The Contractor shall provide 72 hours-notice to schedule work performed by City Signal/Streetlight Maintenance Crews.

8-20.2 Materials

Supplement this section with the following:

The Contractor shall warranty all electrical and mechanical equipment described in this section for satisfactory in service operation for one year following project acceptance. Warranty shall include troubleshooting, labor, materials and all other costs to bring the equipment to a satisfactory level of service. Normal maintenance is not included in the warranty.

8-20.2(1) Equipment List and Drawings

The fourth paragraph is supplemented with the following:

The items submitted shall include, but not be limited to, the following:

- Uplighting
- Conductors
- Conduit
- Concrete
- Reinforcing Bar

8-20.3 Construction Requirements

8-20.3(1) General

This section is supplemented with the following:

The Contractor shall call the day prior for inspection before covering any underground conduit or pouring concrete for foundations. For inspections, notify Traffic Signal/Streetlighting at 591-5287.

The Contractor shall schedule the work to minimize the outage of the existing street lighting system.

The Contractor shall notify the Engineer when the uplighting system is ready for final inspection. The project will not be accepted until up uplighting and all existing streetlights affected by the Work are working. The Contractor shall be responsible for maintenance of the system up until final acceptance by the City. This includes vandalism, defective lamps, etc.

8-20.3(4) Foundations

This section is supplemented with the following:

Anchor bolts for streetlight standards and for strain poles shall extend a minimum of two threads and a maximum of six threads above the top heavy-hex-nut. A minimum of three threads shall remain between bottom of the leveling hex-nut and the top of the foundation.

Foundations shall be excavated using an auger and poured against undisturbed material unless otherwise approved by the Engineer. Vacuum excavation should be used where there is a possibility of conflict with utilities or other facilities.

Forming the foundation with galvanized culvert pipe or similar forming methods will only be allowed when soil conditions or other factors make this method of construction necessary and is approved by the Engineer. Biodegradable forming tubes shall be fully removed from the cured concrete prior to backfilling. When using culvert or tubes, the following backfill requirements will apply. The area between the form and undisturbed material shall be filled with CDF. For lightly loaded installations and only with the approval of the Engineer, Crushed Surfacing Top Course meeting the requirements of Section 9-03.9(3) may be used. Placement shall be in accordance with Section 2-09.3(1)E and shall be backfilled and compacted in the presence of the Engineer.

8-20.3(5) Conduit

This section is supplemented with the following:

Conduit terminating in foundations shall extend to 3 inches below the handhole.

Metallic marking tape shall be installed in all trenches.

As soon as the mandrel has been pulled through, both ends of the conduit shall be sealed in an approved manner. A minimum size #14 AWG insulated solid copper wire pull line shall be installed in all empty conduits. At least three (3) feet of pull wire shall be double backed into the conduit at each termination and shall be tied off so that it cannot be inadvertently pulled out. All costs shall be included in the unit price bid for the conduit pay item.

8-20.3(5)D Conduit Placement

Subsection 1 of Paragraph one is revised to read:

1. 18 inches below finished grade in the sidewalk area

8-20.3(5)E1 Open Trenching

Subsection 4 of Paragraph one is revised to read:

4. The trench shall be of such width to allow the required conduit to be laid at the same elevation, parallel with one another, with a 3-inch separation between each conduit.

8-20.3(6) Junction Boxes, Cable Vaults, and Pull boxes

This section is supplemented with the following:

The junction box will be furnished and installed by the City.

8-20.3(17)B "As Built" Plans

This section is supplemented with the following:

These drawings shall show the routing of all underground conduits. The locations of the conduit shall be dimensioned with a precision and accuracy of 1 foot.

8-20.4 Measurement

This section is revised to read:

When shown as lump sum in the Plans or in the proposal as “Gateway Sign Electrical System, Complete” no specific unit of measurement will apply, but measurement will be for the sum total of all items for a complete system to be furnished.

8-20.5 Payment

This section is supplemented with the following:

“Gateway Sign Electrical System, Complete”, lump sum.

The lump sum shall be full compensation for the costs of all tools, equipment, materials, and labor necessary or incidental to provide a complete and operational illumination system, including but not limited to: uplighting fixture and footing, conduit, wiring, excavation, bedding, backfill, surface restoration, required testing, salvaging removed equipment and all other Work and materials as specified and shown in the Plans.

Rerouting the existing conduit in conflict with the sign foundation shall be included in the “Gateway Electrical System, Complete” and shall not be measured for additional payment.

END OF SECTION

(*****)

Add the following new Section:

8-27 GATEWAY SIGN COLUMN

8-27.1 Description

This work shall consist of the fabrication and installation of a complete Gateway Sign Column, including foundation, as detailed on the Plans and as specified herein at locations and elevations shown on the Plans.

8-27.2 Materials

All materials shall be new stock and free from defects impairing strength, durability and appearance.

Materials shall meet the requirements of the following sections of the Standard Specifications and herein, as applicable unless noted:

Concrete	6-02
Steel Structures	6-03
Painting	6-07
Electrical	8-20
Structural Steel and related materials	9-06
Reinforcing Steel	9-07

Gateway Sign Column shall be custom fabricated as specified and as detailed in the Plans, by Trade-Marx Sign & Display Corporation, contact person Kelly Garrett phone: (206) 623-7676, or approved equal.

Concrete

Concrete shall be Class 4000P.

Reinforcing Steel

Reinforcing Steel shall conform to AASHTO M31 Grade 60.

Structural Steel

Structural Steel shall conform to AASHTO M270, Grade 36

Miscellaneous Metals

All Miscellaneous Metals and related components shall conform to the following ASTM or AASHTO designations:

High-Strength Bolts	AASHTO M 164, Type 3
Anchor Bolts	ASTM F 1554, Grade 36
Nuts for Anchor Bolts	AASHTO M291, Grade A

Aluminum

Provide aluminum of the best commercial quality with the various forms straight and true. Replace materials, which have scratches, scars, creases or buckles.

Aluminum plates, angles, "WELCOME", "TO", and "TACOMA" letters, and other structural items shall be fabricated from alloy 6061-T6 or 6063-T5.

Aluminum used for metal column sign and base plate shall have a minimum thickness of 0.208" with a mill finish.

Welded joints shall be heli-arc welded in conformance with the American Welding Society and the Aluminum Association's specifications.

Fabrication shall include all connections necessary for installation including, but not limited to the Contract Documents. Fittings and fasteners shall be same basic material as parts being joined. The Contractor shall not use materials that will be corrosive or incompatible with the materials being fastened; Contractor shall not utilize pop rivets, sheet metal screws, adhesives or cast fittings.

Metal Sign Column Finish

Metal Sign Column shall receive light satin, consistent uni-directional, longitudinal pattern with a light brushed texture in continuous uniform appearance, and free from scratches and other blemishes. All exposed aluminum parts shall receive paint finish that has the appearance of Class I rating; finish performance shall meet AAMA 611 for anodized architectural aluminum, and receive a weatherproof clear coat finish.

Metal Blade Finish

Metal Blade shall have a medium matte etched texture in continuous uniform appearance and free from scratches and other blemishes. All exposed aluminum parts shall receive paint finish that has the appearance of Class I #18 Light Blue anodized finish, integrally colored anodic coating not less than 0.7 mils thick for anodized architectural aluminum, and receive a weatherproof clear coat finish.

Metal Letters

Stated dimensions shall take precedence over scaled dimensions.

"WELCOME", "TO", and "TACOMA" metal letters shall all be upper case and have a medium matte etched texture in continuous uniform appearance and free from scratches and other blemishes. All exposed aluminum parts shall receive paint finish that has the appearance of Class I Black color anodized finish: AA-M10 C12 C22 A42 integrally colored anodic coating not less than 0.7 mils thick for anodized architectural aluminum, and receive a weatherproof clear coat finish.

Lettering and graphic logo shall be as detailed on the Plans. At the Contractor's request, the Engineer will provide electronic graphic files for fabrication. Fabrication shall include all connections necessary for installation including, but not limited to the Plans, details and these specifications.

Fittings and fasteners shall be same basic materials as parts being joined. The Contractor shall not use materials that will be corrosive or incompatible with the materials being fastened; the Contractor shall not utilize pop rivets, sheet metal screws, adhesives or cast fittings.

Letter height is indicated on the Plans. Letter forms shall be upper case as indicated on the Plans. Letter height is identified as upper case letter height. Typographic substitutions will not be accepted.

The Engineer shall provide electronic file of aluminum letters for fabrication upon Contractor's requests.

Fasteners, Anchors, and Hardware

Fasteners, anchors and hardware shall be stainless steel, and of prime commercial quality.

Vandal-resistant fasteners shall be used whenever possible.

Hardware shall be non-conductive and/or insulated when joining non-compatible material.

Silicone Sealant

Sealant shall be RTV 100% clear silicone rubber made of a one-part acetoxycure adhesive sealant and contains non-toxic ingredient. Silicone sealant shall also have high resistance to weathering, water, vibration, moisture, ozone, extreme temperatures, and meets Federal Specifications TT-S-001543A, TT-S-00230C and ASTM C920-95.

Up-lighting

Up-lighting shall be per Section 9-29.10(5) of these Special Provisions.

Anti-graffiti Coating

Anti-graffiti coating shall be a water-borne, breathable, zero VOC, silane-based anti-graffiti clear sealer suitable for concrete surfaces.

Meet or exceeding ASTM D6578 Graffiti test

Non-reactive, zero VOC, AQMD and CARB compliant

Allow moisture vapor to escape while not allowing moisture to penetrate

Submit product data and manufacturer for Anti-graffiti Coating to the Engineer for approval at least 14 calendar days prior to beginning construction.

Conduit

Conduit shall be per Sections 8-20 and 9-29 of these Special Provisions and the Standard Specifications.

Spare conduit in Metal Sign Column shall be installed for future lighting connection for art provided by others in the future.

Photocell System

Flush-mount photoelectric controls shall have a weather-resistant plastic housing and 6" wire leads. A built-in delay shall be included to prevent false switching due to light flashes. Shall be UL listed and CSA certified. Shall be rated for 208-277 volts and 1,200 watts.

Quality Assurance

Use only personnel thoroughly experienced and skilled with the products and methods for fabrication and installation of signing specified.

Manufacturer shall be able to demonstrate a minimum of five years or more fabrication experience in the architectural signage industry.

The Contractor shall be responsible for delivering precast pieces to the site undamaged. Any damaged or blemished materials will be rejected and replaced at the Contractor's expense.

8-27.3 Construction Requirements

Install Gateway Sign Column, with approved anchor bolts, as shown and detailed on Plans or as provided by manufacturer.

The Contractor shall also inspect the sign location for in-ground utilities such as electrical conduit, sprinklers or other obstructions that could affect the placement of the sign. If any in ground utilities are located that Contractor shall notify the Engineer immediately.

The Contractor shall submit (3) samples of each paint finish color (light blue and silver), each with gloss for approval. Aluminum coupon samples shall be minimum three (3) inches by five (5) inches.

The Plans and details contained in the Contract Documents are for informational purposes only. Contractor provided shop drawings shall be required. Shop drawings shall include all items necessary to completely fabricate and install the gateway sign column, up-lighting and foundation as shown on the Plans and as described herein.

The shop drawings shall indicate all dimensions, sections, elevations, details, colors, materials, finishes, structural elements, fastenings, anchoring devices, mounting methods, fabrication methodology and installation requirements.

Silicon sealant shall be applied per manufacturer's recommendation.

Contractor shall coordinate fabrication schedule with construction progress to avoid delay of work.

Products or processes varying from the Contract Documents shall not be used without written approval of the Engineer.

Prevent galvanic action and other forms of corrosion by isolating dissimilar materials from each other.

All welding shall be in accordance with AISC and AWS standards and shall be performed by WABO-certified welders. Welds shall meet Section 6-03.3(25) of the Standard Specifications.

The Gateway Sign Column shall be properly grounded per section 8-20.3(9) of these Special Provisions, the Standard Specifications and the Plans.

Concrete foundation shall be placed against undisturbed earth where possible. Before placing the concrete, the Contractor shall block out around any other underground utilities that may lie in the excavated base to prevent foundation adherence to the utility line.

Concrete foundation shall be troweled, brushed, and edged. Exposed anchor bolts and conduits shall be promptly cleaned of any concrete after installation. See Section 8-20.3(4) of these Special Provisions for additional construction requirements for the foundation.

Provide a uniform consistent concrete finish with no visible joints, grain patterns, air holes and forming patterns visible (including patches).

Concrete finish shall receive light broom finish in horizontal alignment for vertical faces and in north/south direction for flat faces on all exposed surfaces.

Contractor shall coordinate fabrication schedule with construction progress to avoid delay of work.

Products or processes varying from the Contract Documents shall not be used without written approval of the Engineer.

Any damage due to the Contractor's negligence before the end of the project shall be replaced by the Contractor with no additional compensation allowed.

8-27.4 Measurement

No specific unit of measure shall apply to the lump sum item "Gateway Sign, Complete".

8-27.5 Payment

Payment shall be made in accordance with Section 1-04.1 for the following bid item:

"Gateway Sign, Complete ", lump sum.

The lump sum price for "Gateway Sign, Complete" shall be full payment for furnishing and installing a complete Gateway Sign Column at the location specified and as shown on the Plans and herein specified. Work shall include, but not limited to excavation, concrete foundation, concrete foundation finish, concrete pad, concrete pad finish, CSTC, metal blade, metal column, metal letters, photocell system and mounting hardware. All additional materials and labor, not shown in the Plans or called for herein and which are required to complete a Gateway Sign Column at the location specified shall be included in the above listed item lump sum contract price.

END OF SECTION

9-29 ILLUMINATION, SIGNALS, ELECTRICAL
(***)**

9-29.1(6) Detectable Underground Warning Tape

This section is supplemented with the following:

For electrical circuits detectable underground warning tape shall be high visibility red, with continuous legend of "Caution Electric Line Buried Below" or equal. The warning tape shall be polyethylene with a metallic backing. The polyethylene shall be a minimum 3 inches wide, 4 mils thick.

9-29.10 Luminaires

9-29.10(5) Sign Lighting Luminaires

This section is supplemented with the following:

Uplighting

Uplighting shall be LTV82FF-SP-18L-4K with slip-resistant lens manufactured by Kim Lighting. Uplight shall include molded rough-in housing for installation with the foundation.

9-29.12 Electrical Splice Materials

END OF SECTION

END OF SPECIAL PROVISIONS

APPENDIX A

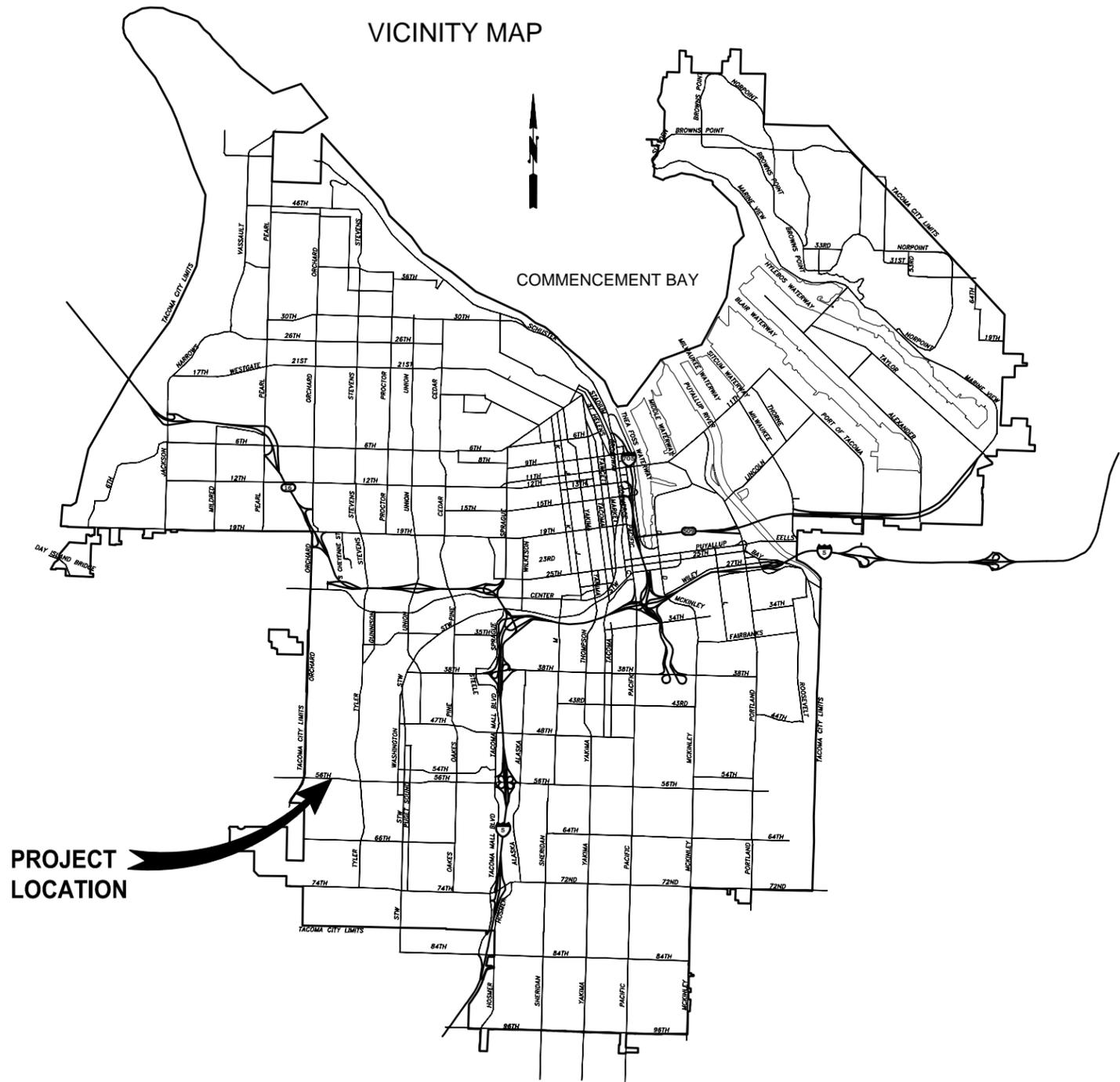
PROJECT PLANS

AND

CITY OF TACOMA STANDARD PLANS



PUBLIC WORKS DEPARTMENT
 SPECIFICATION NO. PW14-0587S
 OCTOBER 2014



S. 56TH STREET GATEWAY SIGN
 S ORCHARD ST AND S 56TH STREET
 PROJECT NO. **PWK-01006**

CALL 2 DAYS
 BEFORE YOU DIG
 1-800-424-5555

BID
 DOCUMENT

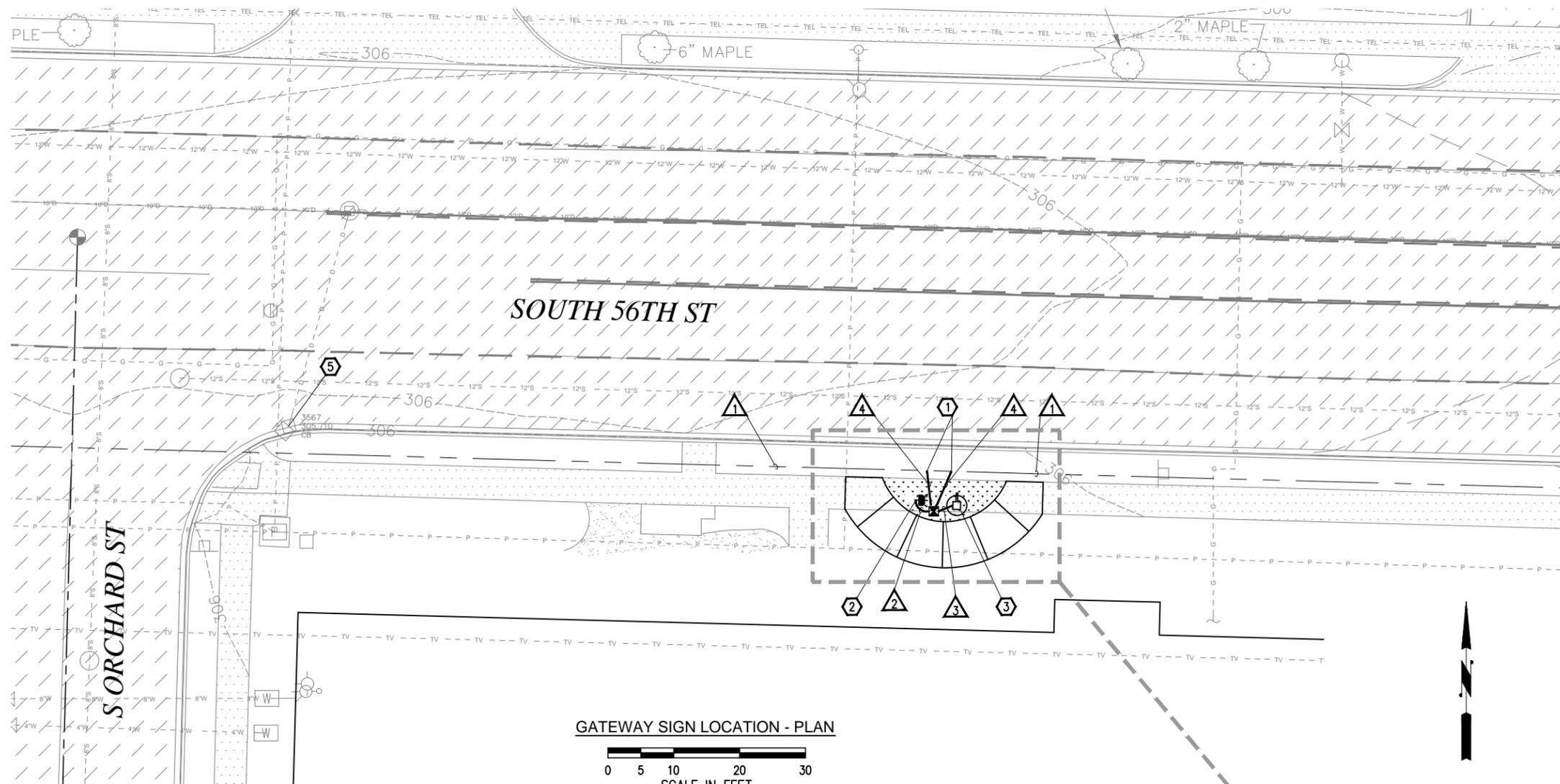
KPG
 753 9th Ave N
 Seattle, WA 98109
 (206) 286-1640
 www.kpg.com

2502 Jefferson Ave
 Tacoma, WA 98402
 (253) 627-0720

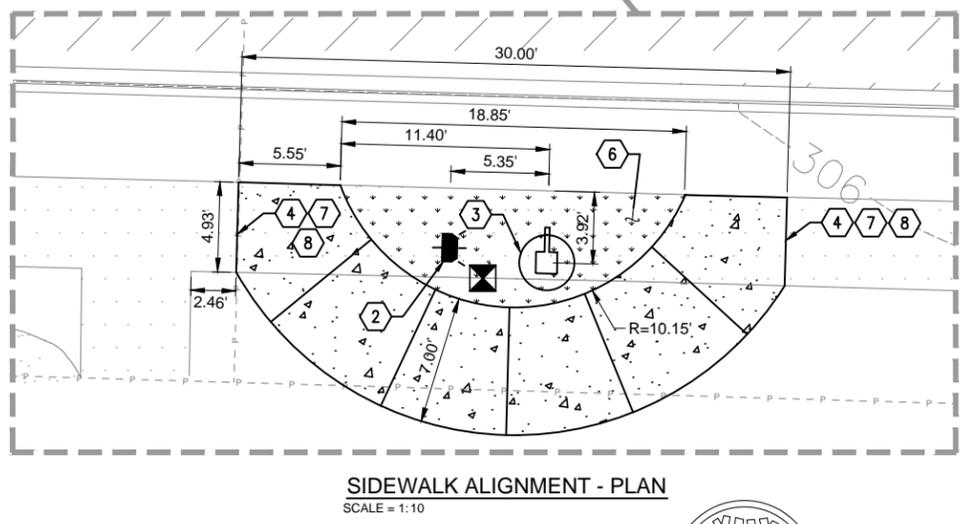
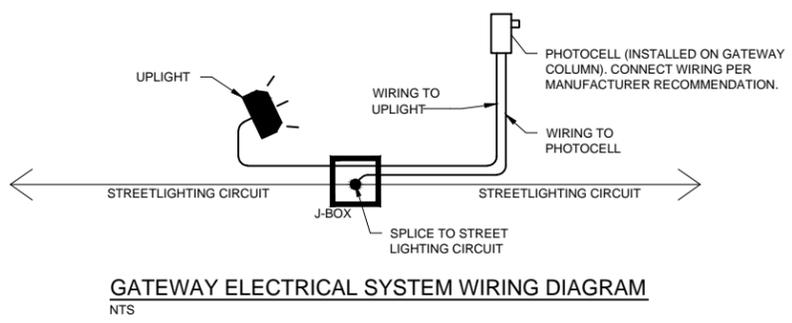
STATE OF
 WASHINGTON
 REGISTERED
 LANDSCAPE ARCHITECT

 HOLLY C. WILLIAMS
 CERTIFICATE NO. 1266

INDEX OF DRAWINGS	
SHEET NUMBER	TITLE OF DRAWINGS
1	COVER
2	URBAN DESIGN PLAN
3	URBAN DESIGN DETAILS
4	TRAFFIC CONTROL PLAN



GATEWAY SIGN LOCATION - PLAN
 SCALE IN FEET
 0 5 10 20 30



GENERAL NOTES

1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH WSDOT/APWA STANDARD PLANS, CITY OF TACOMA STANDARD PLANS, STANDARD SPECIFICATIONS, LATEST AMENDMENTS TO THE STANDARD SPECIFICATIONS, SPECIAL PROVISIONS AND THESE PLANS.
2. THE LOCATION OF ALL CONDUIT, JUNCTION BOXES, AND LIGHTING FIXTURES SHOWN ON THIS PLAN ARE FOR GRAPHIC PRESENTATION ONLY. FINAL LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER IN THE FIELD.
3. NUMBER OF CONDUIT BENDS BETWEEN PULL POINTS SHALL NOT BE MORE THAN THE EQUIVALENT OF FOUR QUARTER BENDS (360 DEGREES TOTAL). IF NUMBER OF BENDS EXCEEDS 360 DEGREES, THE CONTRACTOR SHALL INSTALL ADDITIONAL JUNCTION BOXES, AS REQUIRED.
4. THE CONTRACTOR SHALL CONTACT STREETLIGHTING REPRESENTATIVE ROBERT PIERCE AT (253) 593-7744 FOR ALL REQUIRED COORDINATION WITH CITY OF TACOMA STREETLIGHTING INCLUDING DISCONNECTING EXISTING STREETLIGHTING POWER DURING CONSTRUCTION.
5. ALL NEW JUNCTION BOXES SHALL BE INSTALLED IN PLANTER AREAS ONLY.
6. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING 10' CLEARANCE ZONE AROUND EXISTING AERIAL PRIMARY POWER LINES DURING CONSTRUCTION. COORDINATE WORK WITH THE POWER COMPANY.
7. ALL CONDUITS SHALL BE LOCATED A MINIMUM OF 1' BEHIND THE BACK OF CURB. ALL CONDUIT SHALL BE PLACED WITH A MINIMUM COVER OF 18" AND SHALL BE GROUNDED PER CITY OF TACOMA STANDARD PLAN NO. SL-10 "CONDUIT GROUNDING" DETAIL.

STREETLIGHT LEGEND

EXISTING	NEW	DESCRIPTION
		GATEWAY SIGN UPLIGHT
		GATEWAY SIGN
		JUNCTION BOX (TYPE B-09, B-10)
		CONDUIT
		WIRE NOTE
		CONSTRUCTION NOTE

WIRING SCHEDULE					
CONDUIT	#8 RHW Blk	#12 RHW Blk	#8 Gm	#12 Gm	COMMENTS
1	2 (EX)		1 (EX)		STREETLIGHT CIRCUIT
2	1"	2		1	GATEWAY LIGHTING
3	2"	4		1	GATEWAY LIGHTING
4	1 1/4"	2		1	STREETLIGHT CIRCUIT

CONSTRUCTION NOTES

1. LOCATE EXISTING UNDERGROUND STREET LIGHTING CONDUIT. DISCONNECT EXISTING SPLICE AT NEAREST JUNCTION BOX AND PULL BACK WIRING DURING WORK. CUT EXISTING CONDUIT AS DIRECTED BY THE ENGINEER IN THE FIELD AND PROVIDE ADDITIONAL CONDUIT AND SWEEPS TO INSTALL INTO NEW TYPE I JUNCTION BOX PER WSDOT STD PLAN J-40.10. RE-INSTALL EXISTING WIRING AND PROVIDE SPLICE TO NEW GATEWAY SIGN LIGHTING IN THE JUNCTION BOX. REPLACE EXISTING SPLICES TO RESTORE SYSTEM FUNCTIONALITY.
2. FURNISH AND INSTALL UPLIGHTING FOR GATEWAY SIGN COLUMN WITHIN GRASS AREA. UPLIGHT FOOTING SHALL BE LOCATED AS DIMENSIONED. VERIFY EXACT LOCATION WITH THE ENGINEER IN THE FIELD. FOR FOOTING DETAILS SEE SHEET 3.
3. GATEWAY SIGN COLUMN, SEE DETAILS SHEET 3.
4. REMOVE SIDEWALK.
5. INSTALL INLET PROTECTION
6. RESTORE GRASS PLANTER BY PLACING, GRADING AND COMPACTING TOPSOIL TYPE A AS REQUIRED TO MATCH PRE-CONSTRUCTION GRADES AND PROVIDE POSITIVE DRAINAGE. SEED, FERTILIZE AND MULCH PER SPECIFICATIONS.
7. CONSTRUCT CEMENT CONCRETE SIDEWALK PER C.O.T. STD DETAIL SU-04 WITH 4" COMPACTED DEPTH CRUSHED SURFACING TOP COURSE BENEATH SIDEWALK.
8. TIE NEW SIDEWALK INTO EXISTING SIDEWALK AT SCORE MARKS OR EXPANSION JOINTS. MATCH NEW SIDEWALK COLOR AND TREATMENT TO EXISTING SIDEWALK.



BID DOCUMENT

KPG
 753 9th Ave N
 Seattle, WA 98109
 (206) 286-1640
 www.kpg.com

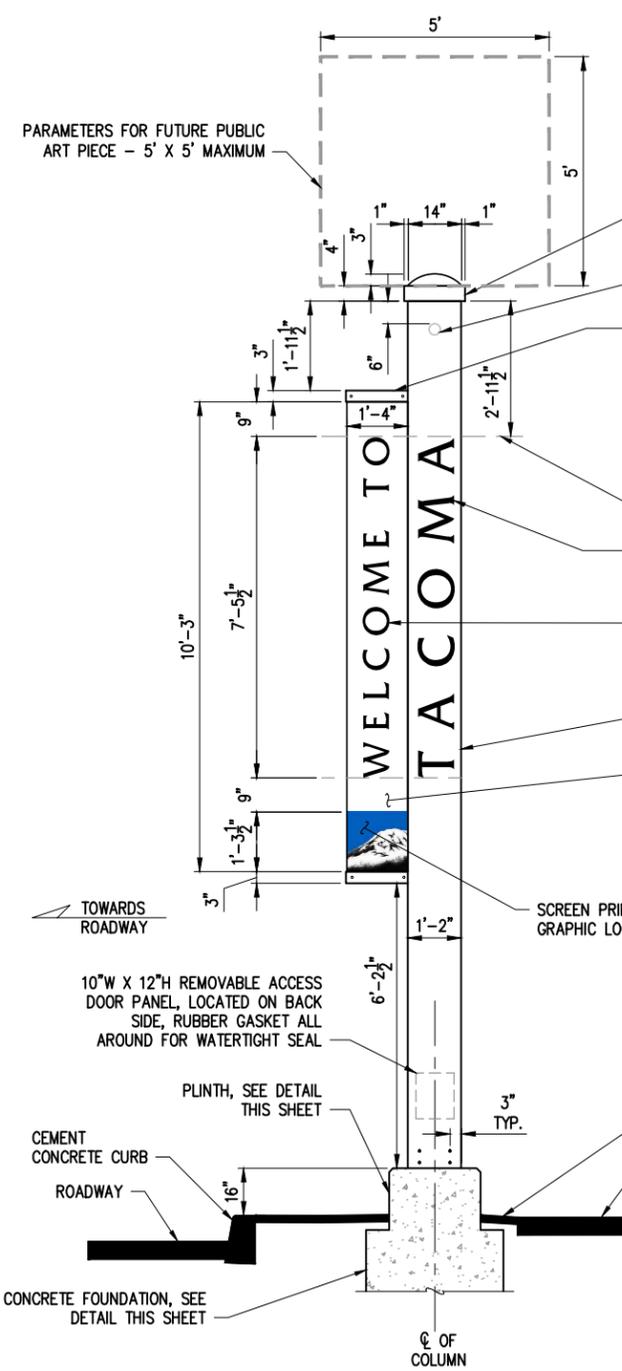


NO	REVISION	DATE	APPD

FINAL CONSTRUCTION CHECKED	DATE OCT 2014	SCALE
DESIGNED PN/HW	CHECKED NMP/N	STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT
DRAWN HW	PROJECT NAME 56TH GS	<i>Holly Williams</i>
DATE	DRAWING NAME	HOLLY C. WILLIAMS CERTIFICATE NO. 1266

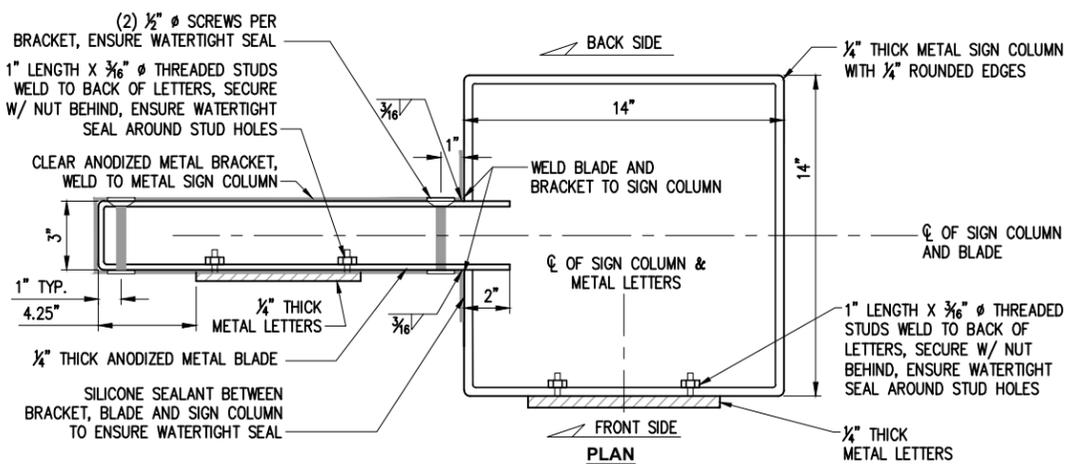
CITY OF TACOMA
 DEPARTMENT OF PUBLIC WORKS
S 56TH STREET GATEWAY SIGN
 S 56TH STREET AND S ORCHARD STREET
 URBAN DESIGN PLAN

PW14-0587S
 PWK-01006
 SHEET 2 OF 4

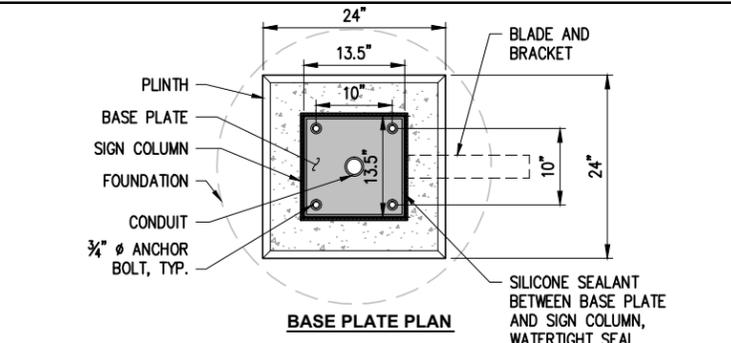


**ELEVATION
(FRONT SIDE - WEST FACING)
GATEWAY SIGN COLUMN - DETAIL**
NTS

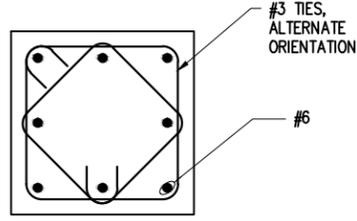
- NOTES:**
1. FUTURE PUBLIC ART PIECE ON TOP MUST REQUIRE SEPARATE DESIGN FOR ATTACHMENT INSTALLATION.
 2. ENGINEER SHALL PROVIDE ELECTRONIC FILE FOR ALL LETTER AND GRAPHIC LOGO LAYOUT FOR SIGN FABRICATION.



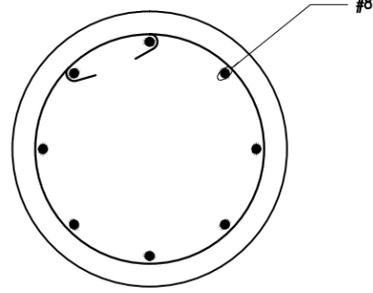
PLAN



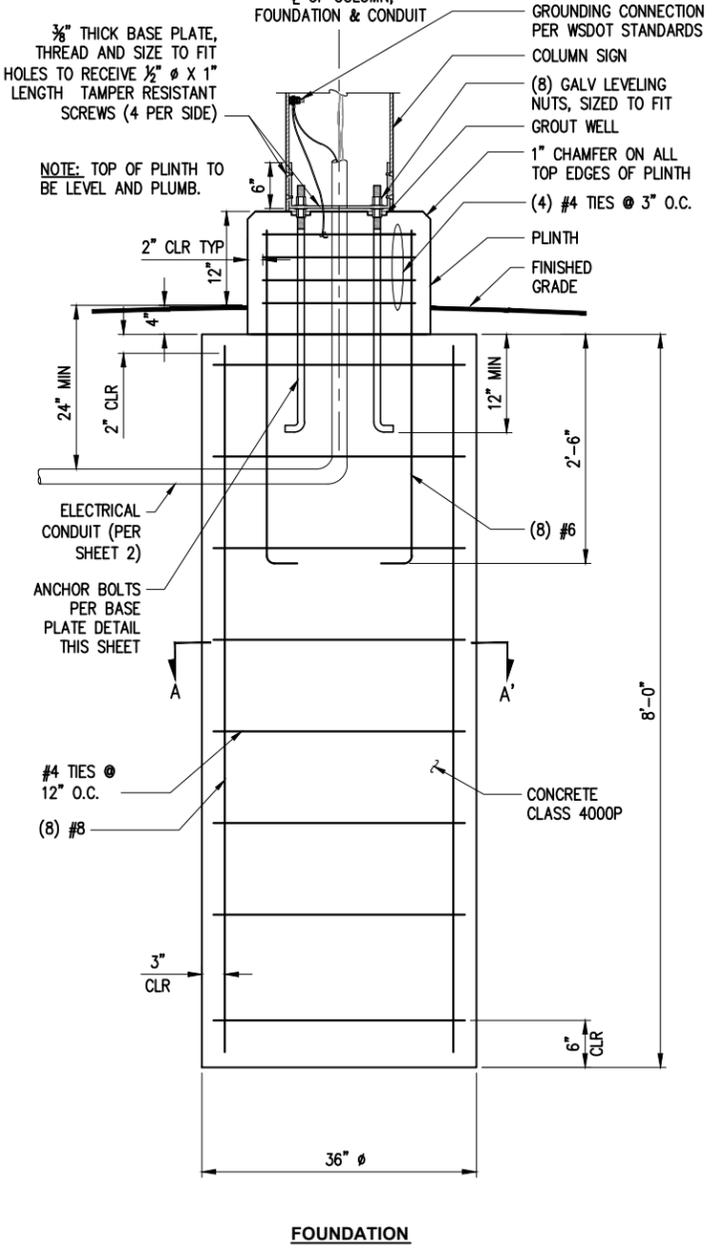
BASE PLATE PLAN



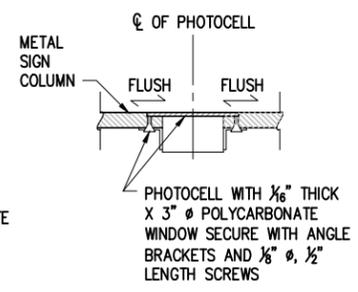
PLINTH SECTION A-A'



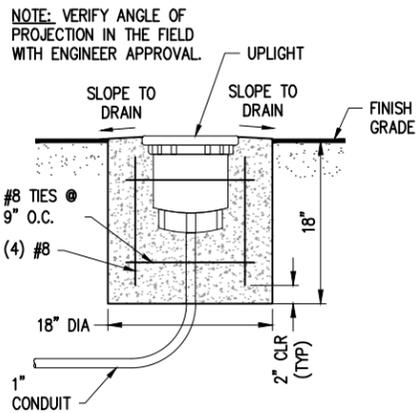
FOUNDATION SECTION B-B'



FOUNDATION



PHOTOCELL SECTION



UPLIGHT FOOTING DETAIL
NTS

**BID
DOCUMENT**

KPG
753 9th Ave N
Seattle, WA 98109
(206) 286-1640
www.kpg.com

Tacoma
2502 Jefferson Ave
Tacoma, WA 98402
(253) 627-0720

NO	REVISION	DATE	APPD

FINAL CONSTRUCTION CHECKED	DATE OCT 2014	SCALE
BY PN/HW	CHECKED NM/PN	DESIGNED PN/HW
DATE HW	PROJECT NAME 56TH GS	DRAWN HW
FIELD BOOKS	DRAWING NAME	

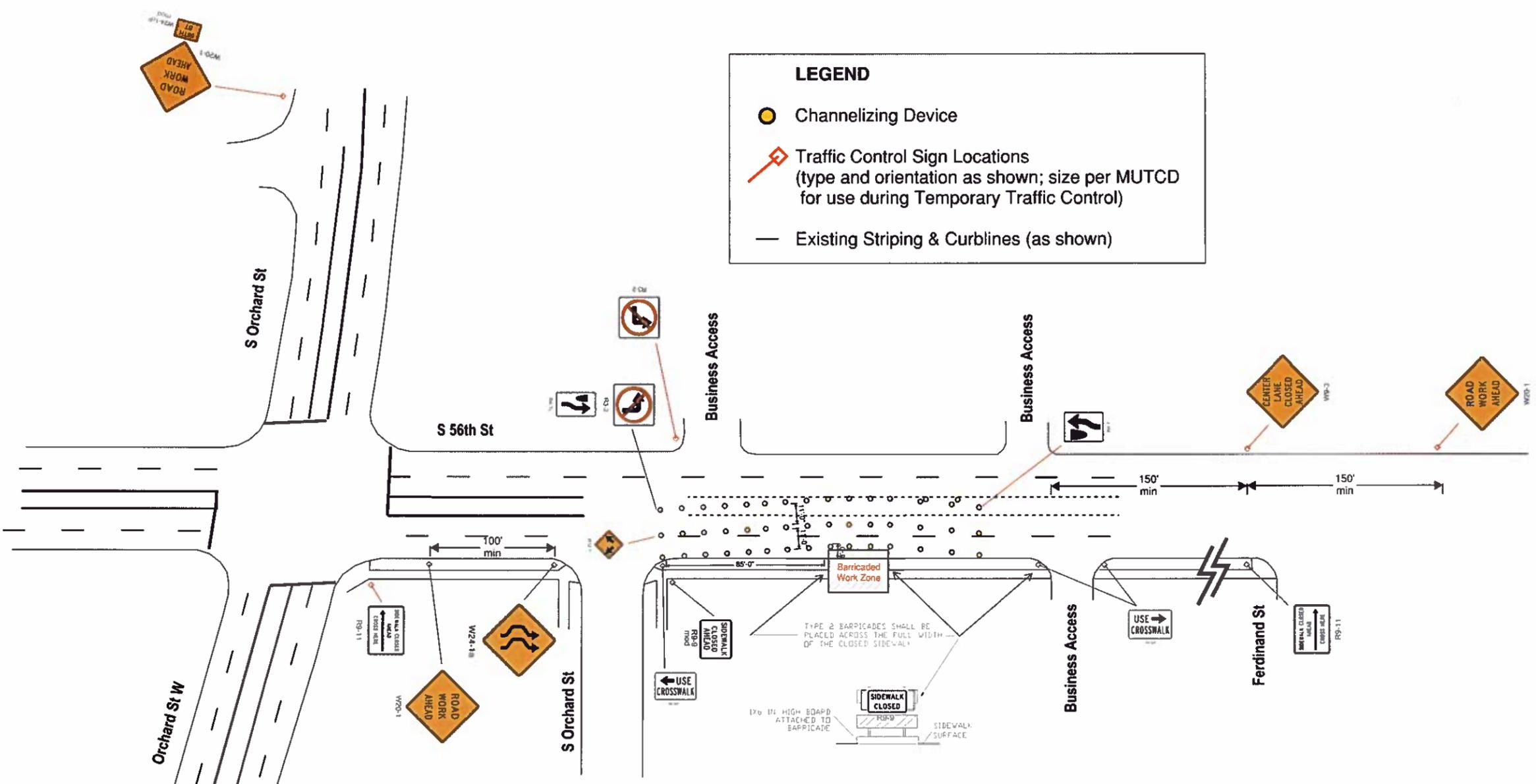
STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
Holly C. Williams
HOLLY C. WILLIAMS
CERTIFICATE NO. 1266

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS
S 56TH STREET GATEWAY SIGN
S 56TH STREET AND S ORCHARD STREET
URBAN DESIGN DETAILS

PW14-0587S
PWK-01006
SHEET 3 OF 4

LEGEND

- Channelizing Device
- ◊ Traffic Control Sign Locations (type and orientation as shown; size per MUTCD for use during Temporary Traffic Control)
- Existing Striping & Curblines (as shown)



TRAFFIC CONTROL NOTES:

1. Any permanent traffic control elements (e.g., signing, striping) that would be in conflict with the temporary traffic control elements shall be covered (or removed and replaced) with prior approval from the City of Tacoma.
2. All temporary traffic control shall be in accordance with the Manual on Uniform Traffic Control Devices (latest edition), the WSDOT Standard Specifications, and the City's Traffic Control Handbook.
3. Inform in advance and coordinate with Pierce Transit regarding impacts to, and possible relocations of, bus stops affected by the work areas and/or traffic control elements.
4. Restore any removed, covered, and/or marred permanent traffic control element if required to control traffic during subsequent construction phase(s) of the project.
5. The plan depiction of the number of channelizing devices needed is an approximation; additional channelizing devices may be needed to implement the prescribed traffic control.
6. Steady burning warning lights (Type C per MUTCD) shall be used to delineate channelizing devices at night.
7. Adjust and modify traffic control devices as directed by the engineer or engineer's representative.
8. No signs shall be placed so as to obscure visibility of other traffic signs and/or visibility of drivers and pedestrians using the roadway.
9. See Special Provisions for additional traffic control requirements.

I:\PUBLICS\Special Projects\56th Gateway\Traffic Control\56_Traffic.dwg - 10/24/2014 2:13 PM

	NO REVISION DATE APPD	FINAL CONSTRUCTION CHECKED BY DATE	DATE Oct 2014	SCALE NTS		CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS S 56TH STREET GATEWAY SIGN S 56TH ST STREET AND S ORCHARD STREET TRAFFIC CONTROL PLAN	PW14-0587S SHEET NO. PAGE 4 OF 4
		DRAWN CO	PROJECT NAME 56TH Gateway	DRAWING NAME 56_Traffic			

APPENDIX B

Structural Calculations

STRUCTURAL CALCULATIONS

S. 56TH STREET GATEWAY SIGN URBAN DESIGN POLE FOUNDATION

PREPARED FOR: KPG

DATE: OCTOBER 27, 2014

BEI No. 138. 42

6

**S. 56TH STREET GATEWAY SIGN
URBAN DESIGN POLE FOUNDATION**

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NO.</u>
Foundation Design	1 to 5



Date: 10-14 By: AB BEI No. _____ Sheet No. 1 of 5 Sheets

Subject: 556th street - Gateway Sign Foundation

Allowable Lateral soil bearing pressure = 3000 psf

Wind Id:

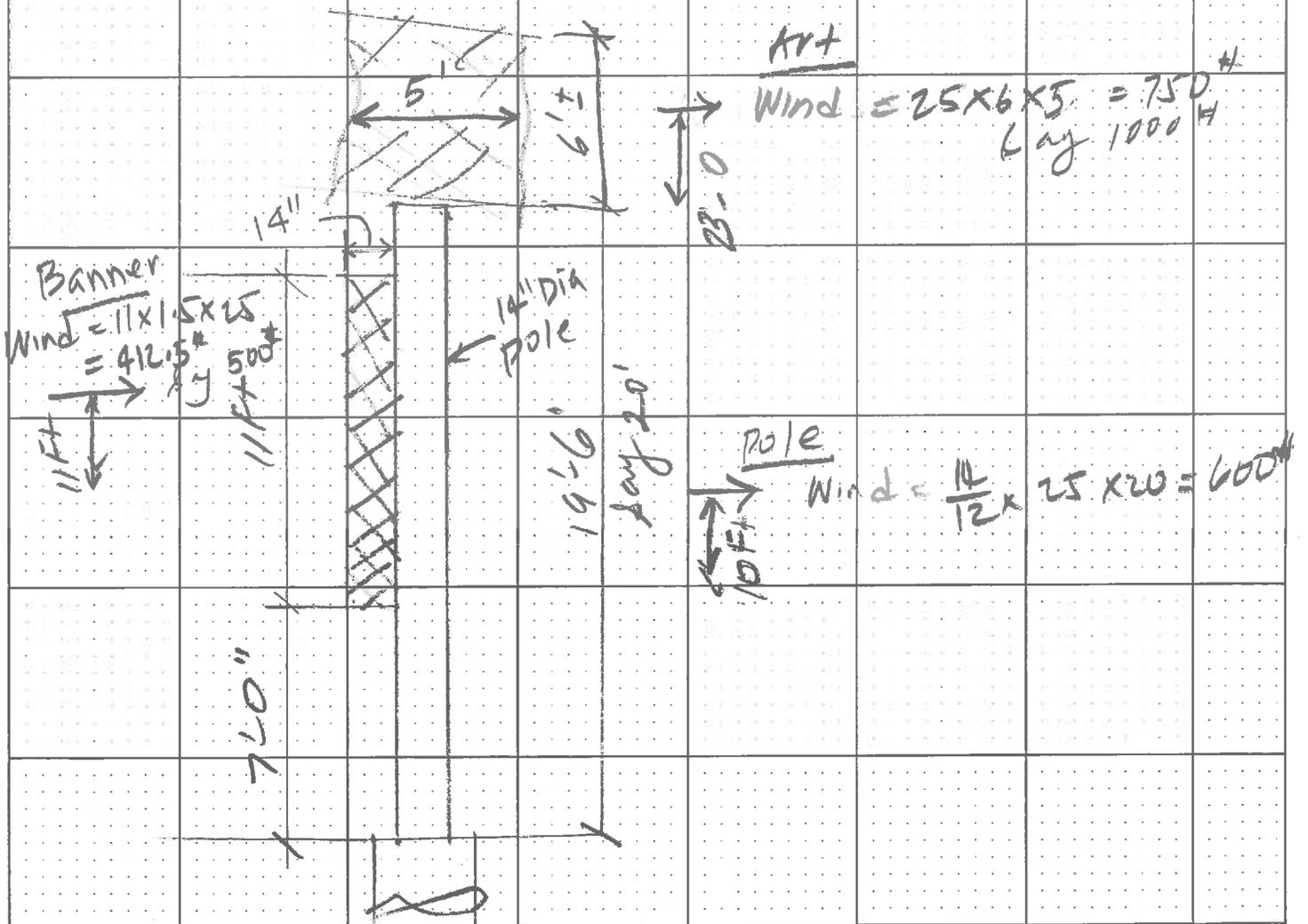
Wind Speed = 15 mph

Exposure = C

Importance = 1.0

Use 25 psf wind pressure

Art installation on top of pole = 6' x 5'



Conceptual Gateway Cross Section



KPG
DECEMBER 1, 2011

SOUTH SPRAGUE AVENUE IMPROVEMENTS



2/5

5/5

Pole Foundation (per IBC Section 1805.7)

Target Minimum Embedment, Ft	8
Footing Diameter, Ft	3
Applied Load, Pounds	2100
Dist of load above ground, Ft	17
Allowable Lateral Pressure, #/ft ³	200
Factored Allowable Pressure, #/ft ³	266

— Revised pressure

Non-Constrained

Allowable Pressure at $d/3 =$	709.3333
$A = 2.34P/S, b =$	2.31
Required Embedment, ft =	7.80

Constrained

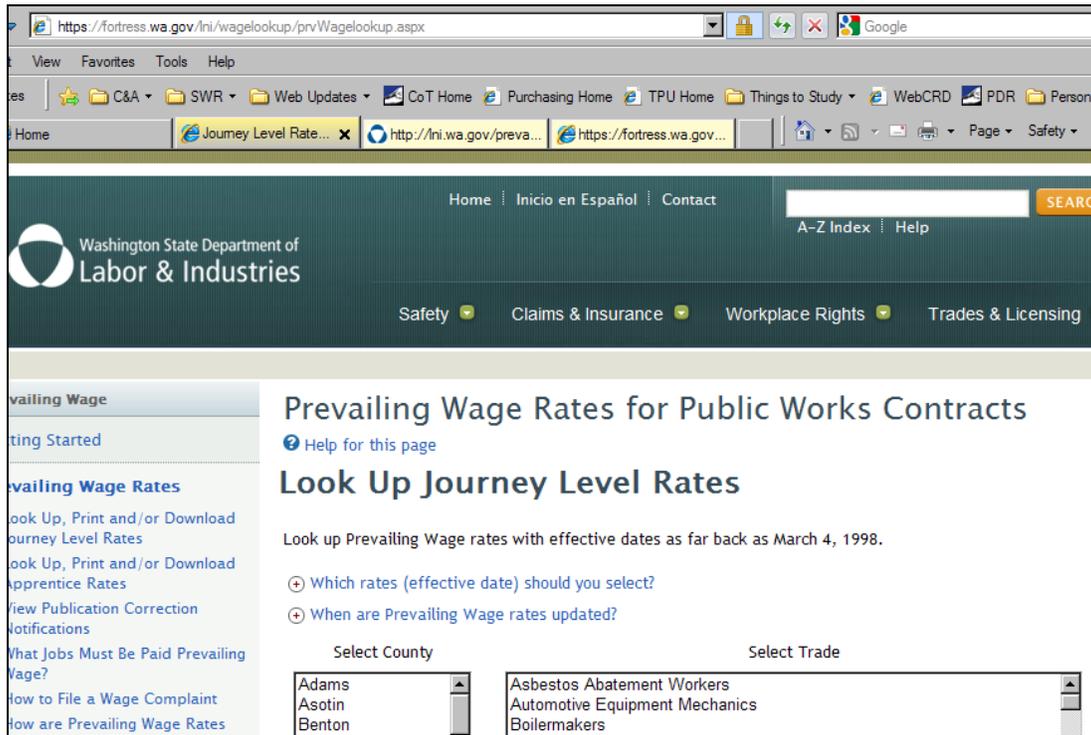
Allowable Pressure at $d =$	2128
Required Embedment, ft =	4.82

PART 3

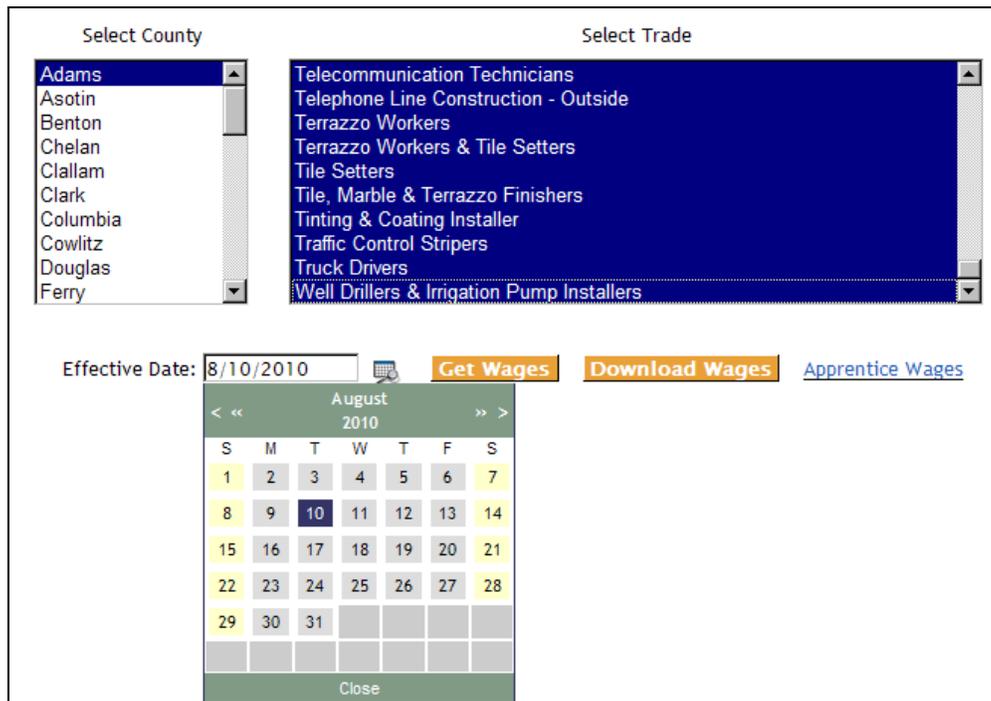
STATE PREVAILING

WAGE RATES

1. Go to the Labor and Industries (L&I) Prevailing Wage website
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>



2. Select County, select all Trades (click on first trade, scroll down, hold down Shift, then click last trade), select Effective Date (date of bid opening), click Get Wages



- The County Trades will show on the bottom of the screen. You may scroll down the page to see all of them.

Effective Date: [Get Wages](#) [Download Wages](#) [Apprentice Wages](#)

Benefit Code Key for 08/10/2010

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Adams	Asbestos Abatement Workers	Journey Level	\$31.41	5D	1M	
Adams	Boilermakers	Journey Level	\$56.53	5N	1C	
Adams	Brick Mason	Journey Level	\$38.62	5A	1M	
Adams	Building Service Employees	Janitor	\$8.55		1	
Adams	Building Service Employees	Shampooer	\$8.55		1	
Adams	Building Service Employees	Waxer	\$8.55		1	
Adams	Building Service Employees	Window Cleaner	\$10.96		1	

- Scroll to the top and click Printer Friendly

Washington State Department of Labor & Industries

A-Z Index | Help

Safety | Claims & Insurance | Workplace Rights | Trades & Licensing

Prevailing Wage Rates for Public Works Contracts

Help for this page

Printer Friendly

Look Up Journey Level Rates

- A print window and a preview will pop up. Select print and place in your bid file.

Print dialog box showing printer selection and options. The **Print** button is circled in red.

Print dialog box details:

- Select Printer: ACCT_PAY on ps001, Acct_Pay1 on ps001, Adobe PDF Converter, Adobe PDF
- Status: Ready
- Location: TPU ABN Main Floor
- Comment: Finance - Accounts Payable
- Page Range: All (selected), Selection, Pages: 1
- Number of copies: 1
- Collate:

Background table (Partial):

Job Classification	Wage	Holiday	Overtime	Note
	\$31.41	5D	1M	
	\$56.53	5N	1C	
	\$38.62	5A	1M	
	\$8.55		1	
	\$8.55		1	
	\$8.55		1	
	\$10.96		1	
	\$8.55		1	
	\$38.29	5A	1B	Not
Machine Erectors	\$40.29	5A	1B	Not
Adams Carpenters	\$38.29	5A	1B	Not

Benefit Code Key – Effective 8-31-2014 thru 3-3-2015

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.

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

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2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
 - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.

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

- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

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3.
 - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
 - D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am 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.
 - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
 - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) 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 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.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
 - C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

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Holiday Codes

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

Holiday Codes Continued

Benefit Code Key – Effective 8-31-2014 thru 3-3-2015

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

Holiday Codes Continued

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

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7. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

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7. S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- T. Paid Holidays: New Year's Day, The Day After Or Before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, and The Day After Or Before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Note Codes

8. A. In addition to the hourly wage and fringe benefits, the following 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 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet
Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet
Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet
- C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet
Over 200' -Divers May Name Their Own Price
- D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. 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.

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- 8. S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

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

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.

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

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See 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		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22. Vault Risers - For use with Valve Vaults and Utilities Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

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

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

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

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

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

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

See RCW [39.12.010](#)

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

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

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

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

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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



STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract
\$40.00 Filing Fee Required

Intent ID # (Assigned by L&I) _____

- This form **must** be typed or printed in ink.
- **Fill in all blanks or the form will be returned for correction (see instructions).**
- Please allow a **minimum** of 10 working days for processing.
- Once approved, your form will be posted online at <https://fortress.wa.gov/lni/pwipub/SearchFor.asp>

Your Company Information		
Your Company Name ABC Company, Inc.		
Your Address 1234 Main Street		
City Olympia	State WA	Zip+4 98501-1234
Your Contractor Registration Number ABCCI*0123AA	Your UBI Number 123456789	
Your Industrial Insurance Account Number 111,111-11		
Your Email Address (required for notification of approval) prevailingwage@lni.wa.gov	Your Phone Number (555) 555-5555	

Awarding Agency Information		
Project Name Road Repair		Contract Number 2011-01B
Awarding Agency WA State Department of Transportation		
Awarding Agency Address PO Box 47354		
City Olympia	State WA	Zip+4 98501
Awarding Agency Contact Name John Doe		Phone Number (555) 555-5555
County Where Work Will Be Performed Thurston		City Where Work Will Be Performed Olympia

Additional Details	
Your Expected Job Start Date (mm/dd/yyyy) 01/01/2011	
Job Site Address/Directions State Street @ Plum Street	

Contract Details	
Bid Due Date (Prime Contractor's) 08/01/2010	Award Date (Prime Contractor's) 08/10/2010

ARRA Funds	
Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Indicate Total Dollar Amount of Your Contract (including sales tax) or time and materials, if applicable. \$1000.00	
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Weatherization or Energy Efficient Funds	
Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Hiring Contractor's Company Information	
Hiring Contractor's Company Name Super Pavers, Inc.	
Hiring Contractor's Contractor Registration Number SUPERPA123AA	Hiring Contractor's UBI Number 321456987

Prime Contractor's Company Information	
Prime Contractor's Company Name XYZ Company, Inc.	Prime Contractor's Intent Number 123456
Prime Contractor's Registration Number XYZIN*0123AA	Prime Contractor's UBI Number 987654321

Employment Information					
Do you intend to use ANY subcontractors?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Will employees perform work on this project?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will ALL work be subcontracted?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Do you intend to use apprentice employees?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Number of Owner/Operators who own at least 30% of the company who will perform work on the project: <input type="checkbox"/> None (0) <input checked="" type="checkbox"/> One (1) <input type="checkbox"/> Two (2) <input type="checkbox"/> Three (3)					

Crafts/Trades/Occupations – (Do not list apprentices. They are listed on the Affidavit of Wages Paid only.) If an employee works in more than one trade, ensure that all hours worked in each trade are reported below. For additional crafts/trades/occupations please use Addendum A.	Number of Workers	Rate of Hourly Pay	Rate of Hourly Usual ("Fringe") Benefits
Laborer - Asphalt Raker	2	39.28	5.00
Power Equipment Operator - Asphalt Plant Operator	1	48.04	2.35
Truck Driver - Asphalt Mix (over 16 Yds)	1	46.47	0.00

Signature Block
 I hereby certify that I have read and understand the instructions to complete this form and that the information, including any addenda, are correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.

Print Name:	Print Title:	Signature:	Date:
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For L&I Use Only
Approved by signature of the Department of Labor and Industries Industrial Statistician



AFFIDAVIT OF WAGES PAID

Public Works Contract

\$40.00 Filing Fee Required

Affidavit ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS

Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person			Phone Number
County where work was performed		City where work was performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Date work completed (mm/dd/yy)		Date Intent filed (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____			
Did Employees Perform Work on this Project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below.			
Was all work subcontracted?		Did you use subcontractors?	
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Responding "Yes" to either of the above questions will require that you fill out Addendum B, List of Next Tier Subcontractors .			
Job start date (mm/dd/yy)			

Prime Contractor (has contract with the public agency) Prime's Phone Number

Prime's Contractor Registration Number Prime's UBI Number

Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____

Did Employees Perform Work on this Project? Yes No If "Yes", please list worker's craft/trade/occupation below.

Craft/trade/occupation and apprentices. (For apprentices, give name, registration #, trade, dates of work on project, stage of progression, wage and fringe.)

Number of workers	Total # of hours worked – ea. trade	Rate of hourly pay	Rate of hourly fringe benefits

SAMPLE ONLY

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email address	Phone Number
For L&I Use Only	
APPROVED: Department of Labor and Industries	
By _____ Industrial Statistician	

Indicate total dollar amount of your contract (including Sales Tax.)	\$
I hereby certify that the information, including any addendums, is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

INSTRUCTIONS TO COMPLETE THE
AFFIDAVIT OF WAGES PAID

Starting in the upper right hand corner of the form:

***Required Fields**

***Project Name:** This is the name given to the prime contractor by the awarding agency.

***Contract #:** This is the number of the contract assigned by the awarding agency to the prime contractor.

***Contract Awarding Agency:** This is the name of the public agency that awarded the contract.

Address, City, State, ZIP +4: This is the address of the contract awarding agency.

Awarding Agency Project Contact Person & Phone #: This is the contact at the awarding agency for this project.

***Approved form will be mailed to this address:** You need to find out where the form should be mailed from the Prime Contractor or the Awarding agency.

***County where work was performed:** This is the county in which the actual work was performed.

City where work was performed: This is the city in which the work was performed. If the work was performed outside the limits of any city, write "N/A" in this space

***Bid Due Date:** This is the date that the prime contractor turned in their bid to the awarding agency. (month/day/year)

***Date Contract Awarded –** This is the date the contract was awarded to the prime contractor by the awarding agency. (month/day/year)

***Prime Contractor, Contractor Registration #, UBI#, and Phone #:** These are all the prime's information and need to be listed on the form.

Please note: this may not be the contractor who hired you – this is the general contractor who has the contract with the awarding agency.

***Date Work Completed:** This is the date you completed work on the project. You cannot have a date in the future.

***Date Intent Filed:** This is the date you filed your intent with the Department. An affidavit cannot be approved without the Statement of Intent to Pay Prevailing Wages being filed.

***Intent ID #:** This can be found at the top of the form and is five numbers long.

***Number of Owner/Operators that Performed Work on the Project that Own 30% or More of the Company:** Only list them if they performed work – if there were none then put zero.

***Did Employees Perform Work on this Project:** Need to circle yes or no. If yes then you need to list the trades and occupations otherwise, if no, then you do not have to put anything.

***Was all Work Subcontracted?:** If all work was performed by subcontractors, check the appropriate box.

***Did you use subcontractors?:** If part of the work was performed by subcontractors, check the appropriate box.

***Job Start Date:** This is the date that you begin work on the project.

***Craft/trade occupation –** List each craft/trade/occupation of workers employed on this project. If this is residential, landscape, or underground sewer and water construction, please state so on the form. If operating engineers and/or truck drivers were used, describe the type, and list the size or rated capacity of the equipment. If you indicated owners/partners in the question above and you also indicated no employees then you do not need to fill in this section. (Individuals who own less than 30% of the company are not considered to be owners/operators, and must be paid prevailing wage.) Use Attachment A for additional occupations that will not fit on this form.

***Number of Workers:** List the number of journey-level workers employed for each craft/trade/occupation on this project.

***Total Number of Hours Worked:** List the total number of hours worked for each craft/trade/occupation.

***Rate of Hourly Pay:** Enter the rate of hourly pay for each craft/trade/occupation. Enter the rate of hourly pay as defined by RCW 39.12.010, that you actually provided to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for the "Rate of Hourly Fringe Benefits", if any, must equal or exceed the Prevailing Wage rate.

***Rate of Hourly Fringe Benefits:** Enter the rate of hourly fringe benefits. This is the cost of fringe benefits, as defined by RCW 39.12.010, that you actually paid to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for "Rate of Hourly Fringe Benefits", if any, must equal or exceed the prevailing rate of wage.

Apprentices: If apprentices were employed on this project, list each by name, registration number, craft, stage of progression, beginning and ending dates of work performed on this project, and rate of hourly pay and fringe benefits. Any workers not registered with the Washington State Apprenticeship and Training Council must be paid prevailing journeyman wages. Any apprentice not registered with the Washington State Apprenticeship and Training Council within 60 days of hiring must be paid prevailing journeyman wages for the time preceding the date of registration. To verify apprenticeship registration and status, call (360) 902-5324.

***Indicate total dollar amount of your contract:** Including sales tax (No Time & Material allowed)

***Company Name:** Indicate your company's name, address, phone number, and the signature of an authorized company representative with date signed. (Contractor registration number begins with the first letters of company name).

If there is not enough space to list all required information on one form, use additional Intent forms as needed. Please indicate at the top of each form "Page 1 of 2", "Page 2 of 2", etc. No additional fee is required. No other attachments will be accepted.

Approval of this Affidavit will be based on the information provided by the contractor/subcontractor. It does not signify approval of the classifications of labor used by the contractor/subcontractor.

L&I will mail the approved white copy of this Affidavit to the organization provided on the front of this form. Make a copy for your records.

Prevailing wage rates are available on the Internet at <http://www.lni.wa.gov/TradesLicensing/PrevWage>

Please submit both copies (white and canary) and the \$40 filing fee to:

**Management Services
Dept. of Labor and Industries
PO Box 44835
Olympia, WA 98504-4835
(360) 902-5335**