COVERSHEET
DOCUMENTS POSTED ON BUILDER'S EXCHANGE OF WASHINGTON

EVERETT

Project Name	Water Main Replacement "Y" - Phase 2 (Re-Bid), #UP-3814
Contractor Name	Interwest Construction, Inc
Bid Opening Date	11/18/2025 @ 2:00 pm PST
City Clerk's Digital Certification Stamp	City of Everett Digitally signed by City of Everett Date: 2025.12.17 10:20:38 -08'00'

CITY OF EVERETT

WASHINGTON

Public Works
Utilities

SPECIFICATIONS, PROPOSAL, AND CONTRACT DOCUMENTS

FOR

WATER MAIN REPLACEMENT "Y" – Phase 2

WORK ORDER NO. UP 3814

October 2025

2828 Colby Avenue, Suite 401
Everett, WA 98201
(425) 493-5221

CITY OF EVERETT, WASHINGTON

SPECIFICATIONS, PROPOSAL, AND CONTRACT DOCUMENTS

FOR

WATER MAIN REPLACEMENT "Y" – Phase2
REBID

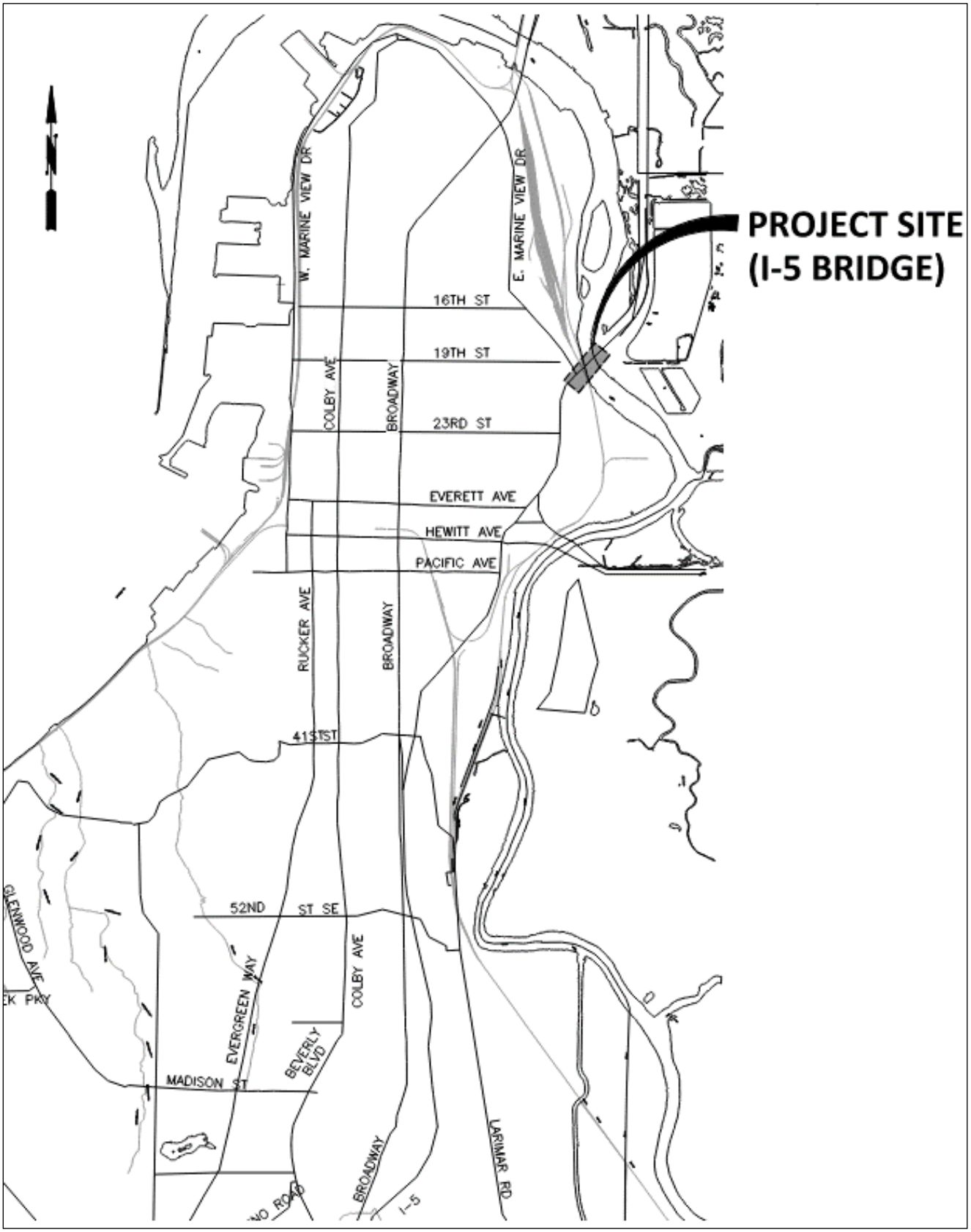
WORK ORDER NO. UP 3814

Prepared by:

Otak, Inc.
2828 Colby Avenue, Suite 401
Everett, WA 98201
(425) 493-5221

The engineering materials and data contained in these contract documents were prepared under the supervision and direction of the undersigned, whose seal is affixed below:





PROJECT VICINITY MAP

This page intentionally left blank.

CITY OF EVERETT, WASHINGTON
SPECIFICATIONS, PROPOSAL, AND CONTRACT DOCUMENTS
FOR
WATER MAIN REPLACEMENT "Y" – Phase 2
WORK ORDER NO. UP 3814

TABLE OF CONTENTS

NOTICE TO CONTRACTORS SP-1
DIVISION P – PROPOSAL SP-3
Bid Schedule SP-5
Proposal Signature Sheet SP-7
Subcontractors Form SP-9
Section 00 4539 – RCW 35.22.650 Certification SP-11
Non-Collusion Affidavit SP-13
Notice to All Bidders SP-13
Bid Deposit SP-15
Bid Bond SP-15
DIVISION B – BID ITEM DESCRIPTIONS SP-19
DIVISION C – CONTRACT AND BONDS SP-33
Contract SP-33
Payment Bond SP-37
Performance Bond SP-39
DIVISION 1 – GENERAL REQUIREMENTS SP-41
1-01 Definitions and Terms SP-42
1-02 Bid Procedures and Conditions SP-46
1-03 Award and Execution of Contract SP-53
1-04 Scope of the Work SP-56
1-05 Control of Work SP-62
1-06 Control of Material SP-78
1-07 Legal Relations and Responsibilities to the Public SP-80
1-08 Prosecution and Progress SP-102
1-09 Measurement and Payment SP-122
1-10 Temporary Traffic Control SP-140
1-11 Miscellaneous SP-145
DIVISION 2 – EARTHWORK SP-147
2-01 Clearing, Grubbing and Roadside Cleanup SP-147
2-02 Removal of Structures and Obstructions SP-147
2-03 Roadway Excavation and Embankment SP-151

2-04 Haul SP-153
2-07 Watering SP-153
2-09 Structure Excavation SP-154
DIVISION 4 – BASES SP-157
4-04 Ballast and Crushed Surfacing SP-157
DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS SP-159
5-04 Hot Mix Asphalt SP-159
5-06 Pavement Patching SP-179
DIVISION 6 – STRUCTURES SP-183
6-01 General Requirements for Structures SP-183
6-02 Concrete Structures SP-184
6-03 Steel Structures SP-187
DIVISION 7 – DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS SP-189
7-09 Water Mains SP-189
7-12 Valves for Water Mains SP-197
DIVISION 8 – MISCELLANEOUS CONSTRUCTION SP-199
8-01 Erosion Control SP-199
8-02 Roadside Restoration SP-202
8-04 Curbs, Gutters, and Spillways SP-207
8-22 Pavement Marking SP-208
DIVISION 9 – MATERIALS SP-209
9-03 Aggregates SP-209
9-06 Structural Steel and Related Materials SP-210
9-14 Erosion Control and Roadside Planting SP-210
9-23 Concrete Curing Materials and Admixtures SP-214
9-30 Water Distribution Materials SP-214

APPENDICES

Appendix A: City of Everett Standard Drawings

Appendix B: Change Order Forms

Appendix C: Puget Sound Clean Air Agency – Excerpts of Air Quality Rules

Appendix D: Noise Ordinance and Variance Letter

Appendix E: WSDOT Standard Plans

Appendix F: Permits (WSDOT and BNSF)

Appendix G: Available Contractor Laydown Site

Appendix H: Snohomish County L & I Prevailing Wage Rates and Benefit Code Key

Appendix I: I-5 Bridge Record Drawings

CITY OF EVERETT, WASHINGTON
WATER MAIN REPLACEMENT "Y" – Phase 2
WORK ORDER NO. UP 3814

NOTICE TO CONTRACTORS
ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids/proposals for the **Water Main Replacement "Y" – Phase 2** will be received at the City Clerk, 1st Floor Everett Municipal Building, 2930 Wetmore, Everett, WA, 98201, until 2:00 p.m. on **Tuesday**, **November 18, 2025**. At this appointed time, all bids/proposals will be opened and read aloud publicly via live streaming, or bidders may attend the bid opening in person at 2930 Wetmore Ave, Suite 9E, Everett, WA 98201. The link to view the live streaming bid opening can be found at: https://everettwa.gov/319/Procurement.

The engineer's estimate for this project is **$2,267,000**.

The project includes, but is not limited to, furnishing all labor, materials and equipment necessary to construct approximately 1,020 linear feet of 12-inch ductile iron watermain and appurtenances, including relocation of an existing PRV station, site restoration, installation of water main in 18-inch casing on the existing I-5 bridge structure over the Snohomish River and BNSF Railroad, and removal and disposal of the existing 8-inch waterline on the I-5 bridge, and performing all other work as required by the contract.

Free-of-charge access to project bidding documents (plans, specifications, addenda, bidders list, and other documents, if any) is provided to bidders, subcontractors, and vendors at www.bxwa.com by clicking on "Posted Projects," "Public Works," and "City of Everett." This online plan room provides bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List." Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

All bids/proposals must be made upon the City forms provided in the bidding documents and must be accompanied by a bid bond or certified check or cashier's check in an amount not less than five percent (5%) of the total amount of the bid/proposal, all in accordance with the bidding documents. A one hundred percent (100%) performance bond (and a one hundred percent (100%) payment bond, as may be required in the bidding documents), on form(s) provided by the City, will be required of the successful bidder to guarantee faithful performance of the Contract.

The City reserves the right to reject any and all bids/proposals and to waive any irregularities or informalities. Except as may be provided in the bidding documents, no bidder may withdraw its bid/proposal after the hour set for the opening thereof.

The City further reserves the right to make the award as deemed in the best interest of the City. The right is reserved by the City to postpone the award for a period of 45 days after bid opening.

The Contractor will be required to comply with all local, state, and federal laws and regulations pertaining to equal employment opportunities.

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

By order of the City Council, Everett, Washington.

DIVISION P – PROPOSAL
CITY OF EVERETT, WASHINGTON
WATER MAIN REPLACEMENT "Y" – Phase 2
WORK ORDER NO. UP 3814

To the City Council
Everett, Washington

The undersigned Bidder declares that it has carefully examined the Notice to Contractors and the Contract Documents (including without limitation Plans and Specifications, Standard Specifications, Special Provisions, Appendix, Proposal, and Contract) for the construction of approximately **1,040 linear feet of 12-inch ductile iron water main** and other such Work as may be necessary, in accordance with the Contract. The undersigned Bidder declares that the Bidder has made such investigations as are necessary to determine the conditions to be encountered, and that, if this Proposal is accepted, the undersigned will enter into a contract with the City of Everett, Washington, in the form of Contract hereto annexed, the undersigned will, to the extent required, provide the necessary equipment, tools, apparatus, and other means of construction, and the undersigned will furnish all labor and materials necessary to complete the Work in the manner herein specified and according to the requirements of the Engineer.

The undersigned Bidder certifies that this Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned below, and no officer or employee of the City of Everett is personally or financially interested, directly or indirectly, in the Proposal or in any purchase of or sale of any materials or supplies for the Work to which it relates, or any portion of the profits thereof.

The undersigned Bidder agrees that the undersigned will complete the Work in all respects as required by **Division C, Section 2. Contract Time** and that the Bidder will pay liquidated damages to the City in the amount specified in the Contract Documents.

Accompanying this Proposal is a bid bond or certified check or cashier's check in the amount of five percent (5%) of the Proposal according to the conditions of the "Notice to Contractors" and "Division 1 – General Requirements" hereby incorporated. If this Proposal shall be accepted by the City of Everett, Washington, and the undersigned shall fail to execute a satisfactory contract and bond, as stated in the Division 1 – General Requirements hereto incorporated, within 14 calendar days after the Award Date, then the City may, at its option, determine that the undersigned has abandoned the Contract and the amount of the bid bond or certified check or cashier's check accompanying this Proposal shall be forfeited and become the property of the City of Everett, Washington.

This page intentionally left blank.

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. All entries must be typed or entered in ink.

BID SCHEDULE

BIDDER:_____

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	LS	1	$	$
2	Surveying	LS	1	$	$
3	Spill Prevention, Control & Countermeasures (SPCC) Plan	LS	1	$	$
4	Force Account	FA	50,000	$ 1.00	$ 50,000.00
5	Record Drawings (Minimum Bid $1,500)	LS	1	$	$
6	Potholing	EA	5	$	$
7	Traffic Control Labor	HR	1,000	$	$
8	Maintenance and Protection of Traffic Control	LS	1	$	$
9	Railroad Coordination and Permitting	LS	1	$	$
10	Remove Water Line and Supports – Existing Bridge 645W	LS	1	$	$
11	Trench Excavation Safety Systems	SF	450	$	$
12	Street Cleaning and Sweeping	HR	20	$	$
13	Erosion/Water Pollution Control	FA	8,000	$ 1.00	$ 8,000.00
14	Saw-cutting Asphalt Concrete Pavement, Final Joint Cut, Up to 6-inch Thickness	LF	60	$	$
15	Saw-cutting Asphalt Concrete Pavement, Final Joint Cut, Additional 1-inch Thickness	LF	60	$	$
16	Saw-cutting Concrete Curb & Gutter, Sidewalk, and Driveway	LF	25	$	$
17	Foundation Material, Class A or B	TON	10	$	$
18	Gravel Borrow Incl. Haul	TON	125	$	$
19	Work Access – Bridge 645W Water Lines and Supports	LS	1	$	$
20	Utility Supports on Bridge 645W	LS	1	$	$

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
21	Class 52 Ductile Iron Pipe for Watermain, 12-inch, Buried	LF	90	$	$
22	Class 52 Ductile Iron Pipe for Watermain, 12-inch Pre-insulated in 18-inch Steel Casing, on Existing Bridge Structure	LF	880	$	$
23	Class 52 Ductile Iron Pipe for Watermain, 12-inch, on Existing Bridge Structure	LF	30	$	$
24	Flexible Expansion Joint, 12-inch	EA	2	$	$
25	Gate Valve, 8-inch	EA	2	$	$
26	Gate Valve, 12-inch	EA	2	$	$
27	Air-Vacuum Valve Assembly, on Existing Bridge Structure, 2-inch	EA	2	$	$
28	Air-Vacuum Valve Assembly, 2-inch	EA	1	$	$
29	Blow-off Assembly, 2-inch	EA	2	$	$
30	Relocate Existing Pressure Reducing Valve (PRV) Station	LS	1	$	$
31	Assist COE in Connecting to Existing Watermain	EA	2	$	$
32	Topsoil, Type A and Seeding	SY	400	$	$
33	Temporary Pavement Patch	LS	1	$	$
34	Crushed Surfacing Top Course	TON	20	$	$
35	HMA, CL 1/2” PG 64-22 for Permanent Trench Patch	TON	5	$	$
36	Cement Concrete Curb and Gutter, Type A-1	LF	25	$	$
37	Permanent Pavement Marking	LS	1	$	$
38	Portable Changeable Message Sign	DAY	200	$	$
39	Apprentice Utilization Incentive/Penalty	LS	1	$ 5,000.00	$ 5,000.00
				Subtotal	$
				Washington State Sales Tax @ 9.9%	$
				Total Bid Amount	$

The bid items above are described further in Division B – Bid Item Descriptions.

PROPOSAL SIGNATURE SHEET

The undersigned Bidder understands that the quantities mentioned herein are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of Work as either increased or decreased in accordance with the provisions of the Contract Documents and at the unit prices bid in the Bid Schedule, unless such schedule designates lump sum bids, or force account items.

The full names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

Name **Title** **Address**

_____

_____

_____

_____

Bidder acknowledges receipt of Addenda _____ through _____

Bidder has reviewed the insurance provisions of the Contract and hereby certifies that coverage will be provided as required. _____ Yes _____ No

In preparing this Bid, Bidder is especially directed to consider **[1-07.1(7) NOISE, 1-07.6 PERMITS AND LICENSES, 1-07.23(1) CONSTRUCTION UNDER TRAFFIC, 1-08.4(2) SPECIAL CONSTRUCTION CONSTRAINTS],** which contains information that must be taken into consideration when preparing this bid. This notice is only a convenience to the Bidder during bidding and in no way relieves the Bidder from fully reading and taking into account all Contract Documents when preparing its Bid.

The undersigned Bidder also hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the Bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. The undersigned hereby declares under penalty of perjury under the laws of the State of Washington that the foregoing sentence is true and correct.

Name of
Bidder:_____

State of Washington Contractor's License
No._____

Signature of Bidder's Authorized Agent: _____

City and State Where Signed: _____

Email Address of Bidder's Authorized Agent: _____

This email address may be used by the City to provide notice of any kind to the Bidder. A notice is considered delivered to the Bidder on the date it is emailed to the email address.

Dated at: _____Date: _____

This page intentionally left blank.

SUBCONTRACTORS FORM

1. For heating, ventilation, air conditioning, plumbing (as defined by RCW Chap. 18.106) and electrical work (as defined by RCW Chap. 19.28), and structural steel installation and rebar installation, Bidder MUST either identify itself or Subcontractors in the chart below. If Bidder believes such work is not part of the scope of Work, Bidder shall write "NO WORK."
2. Bidder shall not list more than one Subcontractor for each category of work identified, unless Subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.
3. **Bidder's bid shall be deemed nonresponsive and void if**:
   A. For heating, ventilation, air conditioning, plumbing, electrical, structural steel installation and rebar installation, Bidder fails (1) to submit as part of the Bid the names of such Subcontractors, (2) to name itself to perform such Work, or (3) to write "No Work"; or
   B. Bidder names two or more Subcontractors to perform the same work.
4. The requirement to name the Bidder's proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors who will contract directly with the general contractor submitting the Bid to the City.
5. The heating, ventilation and air conditioning, plumbing, electrical portions of the chart below must be submitted with the bid proposal or within one hour of the published bid submittal time.
6. The structural steel installation and rebar installation portions of the chart below must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time.

Type/Scope of Work	**Name and Address of Subcontractor or Bidder**
HEATING Subcontractor, bidder or "no work" **MUST** be stated	
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" **MUST** be stated	
PLUMBING (as described in RCW Chap. 18.106) Subcontractor, bidder or "no work" **MUST** be stated	
ELECTRICAL (as described in RCW Chap. 19.28) Subcontractor, bidder or "no work" **MUST** be stated	
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" **MUST** be stated	
REBAR INSTALLATION Subcontractor, bidder or "no work" **MUST** be stated	

This page intentionally left blank.

SECTION 00 4539 – RCW 35.22.650 CERTIFICATION

A set percentage of minority group member employees or minority business subcontracts is not required in the performance of the Work under this Contract. However, RCW 35.22.650 requires bidders (a) to actively solicit (i) employment of minority group members and (ii) subcontract bids from minority businesses, and (b) to submit evidence of its compliance with these requirements for active solicitations:

RCW 35.22.650

All contracts by and between a first-class city and contractors for any public work or improvement exceeding the sum of ten thousand dollars, or fifteen thousand dollars for construction of water mains, shall contain the following clause:

> "Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid."

As used in this section, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, blacks, women, native Americans, Asians, Eskimos, Aleuts, and Hispanics.

I. Bidder confirms that it actively solicits employment of minority group members. _____ *[yes or no]*

II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: _____ [*state estimated percentage]*

III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: _____ *[state estimated percentage]*

IV. List all minority businesses from whom bids or quotes for goods or services on this Project have been solicited (attach additional sheet if necessary):

Minority Business Name	Address	Goods or Services Involved	Certification Number*

*Certification numbers (for MBE, MWBE, DBE, etc.) are found at Office of Minority & Women's Business Enterprises: https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp. If a minority business does not have a certification number, the Bidder must provide with this certification form evidence that the business is at least fifty-one percent owned by minority group members.

During Contract performance, or in any event prior to final payment, Bidder shall provide the City with the names and addresses of all minority businesses actually awarded subcontracts under the Contract. In the event that a subcontract bid or quote is solicited and listed above and a subcontract is not awarded to the minority business so listed, Contractor shall state the reasons such subcontract was not awarded to the minority business and shall provide the minority business quote together with the actual subcontract price paid and the name of the subcontractor to whom the subcontract was subsequently awarded.

FAILURE TO PROPERLY COMPLETE AND SUBMIT THIS CERTIFICATION FORM WITH THE BID WILL RESULT IN REJECTION OF BID. THE BIDDER CERTIFIES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS TRUE AND COMPLETE CORRECT TO THE BEST OF ITS KNOWLEDGE AND BELIEF AND FURTHER AGREES TO PROVIDE INFORMATION AS REQUESTED BY THE CITY REGARDING MINORITY BUSINESS SUBCONTRACTS AND EMPLOYMENT OF MINORITY GROUP MEMBERS.

Signature: _____ Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

The Undersigned, being first duly sworn, on oath says that the Bid above submitted is a genuine and not a sham of collusive bid, or made in the interest or on behalf of any person not therein named; and the undersigned further says that the Bidder has not directly or indirectly induced or solicited any Bidder on the above Work or supplies to put in a sham bid, or any person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure an advantage over any other Bidder or Bidders.

_____ _____
Firm Name Authorized Signature

SUBSCRIBED and SWORN to before me this _____ day of _____, 20_____.

_____ _____
NOTARY PUBLIC in and for the State of Washington, residing at _____

My commission expires:_____

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

This page intentionally left blank.

BID DEPOSIT

Bidder herewith guarantees its Bid by depositing one of the following with its Proposal in an amount of five percent (5%) or more of the Bidder's total Bid:

- ☐ Certified check
- ☐ Cashier's check
- ☐ Bid Bond

_____
Signature

BID BOND

Bond No. _____

Project: Water Main Replacement "Y" – Phase 2

Work Order No. UP 3814

KNOW ALL MEN BY THESE PRESENTS,
that _____ [Contractor], a corporation organized under the laws of the State of _____, and registered to do business in the State of Washington as a contractor, as Principal, and _____[Surety], a corporation organized under the laws of the State of _____ and registered to transact business in the State of Washington, as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to the City of Everett, Washington, hereinafter called "City," and are similarly held and bound unto the City in the sum of _____ and __/100's Dollars ($_____), the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the City to pay and forfeit to the City the amount of this bond as provided herein, upon the conditions contained herein, unless the conditions for release contained herein are satisfied or expressly waived in a writing signed by the City Attorney.

It is expressly understood and agreed that:

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the bidding documents the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents.

3. This obligation shall be null and void if:

3.1. City accepts Bidder's bid and Bidder delivers within the time required by the bidding documents (or any extension thereof agreed to in writing by City) the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents, or

3.2. All bids are rejected by City, or

4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from the City, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by City and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety. Any suit or action under this bond must be instituted within the time period provided by applicable law.

7. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

8. Notice required hereunder shall be in writing sent to Bidder and Surety. Such notices may be sent by personal delivery, commercial courier or United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond current and effective Power of Attorney evidencing authority of the officer, agent or representative to execute this Bond on behalf of Surety to execute and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statue, then the provision of said statue shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “bid” as used herein includes a bid, offer or proposal as applicable.

BIDDER	SURETY
_____ Bidder's Name	_____ (seal) Surety's Name and Corporate Seal
By: _____ Signature, Title, and Date	By: _____ Signature, Title, and Date
Address: _____ _____	Address: _____ _____
Attest: _____ Signature, Title, and Date	Attest: _____ Signature, Title, and Date

This page intentionally left blank.

DIVISION B – BID ITEM DESCRIPTIONS

Bid Item 1 - Mobilization

Specification Section 1-09

Measurement and Payment: Lump Sum (LS)

The lump sum bid for mobilization shall constitute complete compensation for all of Contractor's preconstruction costs of preparatory work and operations including, but not limited to, those necessary for the movement of the Contractor's personnel, equipment, supplies and incidentals to the Project; for the establishment of its offices, buildings and other facilities necessary for Work on this Project; for premiums on bonds and insurance for the Project, and for Work and operations that the Contractor must perform or costs it must incur before beginning production work on the various items on the Project. Mobilization also includes, but is not limited to, posting construction identification signs, securing permits, establishing safety and security measures, preparing a traffic control plan(s), preconstruction photographs, developing a Schedule of Values for lump sum bid items, submitting the project schedule and providing product and material submittals, and posting of notices and jobsite posters as required by WSDOT 1-07.9(2). Also include mobilization costs for all subcontracted work along with all costs for utility coordination noted on the Plans and in the Specifications. All costs for maintaining and restoring City provided lay-down areas to existing conditions are included in this bid item.

Items not included in this item include, but are not limited to:

(a) Work covered by a specific bid item or Work that is to be included in a bid item or items.

(b) Profit, interest on borrowed money, overhead or management costs.

Partial payments will be made for the lump sum contract price for "Mobilization" as follows:

(a) When 5% of the total original contract amount is earned from other bid items, 50% of the amount bid for mobilization, or 5% of the total original contract amount, whichever is the least, will be paid.

(b) When 10% of the total original contract amount is earned from other bid items. 100% of the amount bid for mobilization, or 10% of the total contract amount, whichever is the least, will be paid.

Upon substantial completion, payment of any amount bid for mobilization in excess of 10% of the total original contract amount will be paid.

Bid Item 2 - Surveying

Specification Section 1-05

Measurement and Payment: Lump Sum (LS)

The lump sum bid for surveying includes, but is not limited to, all costs associated with furnishing all labor, tools, survey instruments materials, and other equipment necessary for the setting and monitoring the location, elevation, alignment and grade of the Work as specified in 1-05.4 CONFORMITY WITH AND DEVIATIONS FROM PLANS AND STAKES and the Plans.

The lump sum bid item also includes, but is not limited to, all costs associated with furnishing all labor, tools, survey instruments, materials, and other equipment necessary for verifying the rim and invert elevations, prior to construction, of all existing manholes and pipes where connections are to be made.

The lump sum also includes, but is not limited to, all costs associated with furnishing all labor, tools, survey instruments, materials and other equipment necessary for obtaining the "as constructed" location and elevations of the Work, in particular, sewer pipe invert elevations and other information

necessary for production of the Record Drawing (As-Constructed) documents meeting the requirements defined in RECORD DRAWINGS as specified in 1-08.11 of these Special Provisions.

Partial payments will be made for the lump sum contract price for "Surveying" as follows:

(a) When 10% of the total original contract amount is earned from other bid items, 50% of the amount bid for surveying will be paid.

(b) When redlines are received for preparing RECORD DRAWINGS, including all information described above, 100% of the amount bid for surveying will be paid.

Bid Item 3 - Spill Prevention, Control & Countermeasures (SPCC) Plan

Specification Section 1-07

Measurement and Payment: Lump Sum (LS)

The lump sum bid for the Spill Prevention, Control & Countermeasures (SPCC) Plan includes, but is not limited to, all costs associated with complying with the requirements of Section 1-07.15(1) of the Standard Specification.

Bid Item 4 - Force Account

Specification Section 1-09

Measurement and Payment: Force Account (FA)

This Force Account bid item shall be accomplished in accordance with 1-09.6 FORCE ACCOUNT; except, as modified below.

The Force Account bid item has been included for specific miscellaneous work items listed below and for any additional work directed by the Engineer that is not required by the original Contract and to address changed conditions or unanticipated work. The amount indicated in the Proposal for this bid item is to provide a common bid amount. The actual amount paid under this bid item may vary from no payment to the full amount of the bid item.

In lieu of the preceding prescribed method of determining payment for Force Account work, payment may be made at unit prices or lump sum prices agreed to by the Engineer and the Contractor prior to beginning the Force Account work.

(a) Cost for additional excavation, fittings, and labor to make grade adjustments to the new watermain for unknown underground conflicts and conflicts due to being unmarked or mismarked utilities in the field.

(b) Restoration of existing special private improvements including, but not limited to, brick or stone walkways, decorative concrete walks or driveways, concrete masonry or stone walls, rockery's, fences, landscape plantings, reset mailbox supports, including but not limited to, hedges, trees, flowerbeds, irrigation systems, yard lighting, rockeries, retaining walls, or steps.

(c) Adjustment to utility lids/covers, catch basin or manhole grates/covers to finished grade, reset disturbed survey benchmark or monuments.

Bid Item 5 - Record Drawings (Minimum Bid $1,500)

Specification Section 1-08

Measurement and Payment: Lump Sum (LS)

Payment for this item will be made on a prorated monthly basis for work completed in accordance with section 1-08.11 up to 75% of the lump sum bid. The final 25% of the lump sum item will be

paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

Surveying required for preparing record drawings shall be paid under “Surveying” bid item.

Bid Item 6 - Potholing

Specification Section 1-07

Measurement and Payment: Unit Price per Each (EA)

Measurement for potholing will be by the each completed pothole when identified on the Plans or approved in advance by the Engineer.

The unit price per each for potholing shall be full compensation for all labor, tools, incidentals, and equipment necessary to provide utility potholing in accordance with section 1-07.17 of these Special Provisions.

Cost for disposal of excavated material, backfill, and temporary pavement patch are incidental to this Bid Item.

Bid Item 7 - Traffic Control Labor

Specification Section 1-10

Measurement and Payment: Unit Price per Hour (HR)

This unit price bid item includes all costs associated with traffic control labor as identified in 1-10.3 FLAGGING, SIGNS, AND ALL OTHER TRAFFIC CONTROL DIVICES of these Special Provisions.

Furnish all personnel for flagging to control traffic, including pedestrians, during construction operations in accordance with Section 1-10 of the Standard Specifications (as amended by the Special Provisions), the Plans, approved traffic control plans, these Special Provisions and as directed by the City.

Also included is cost associated with preparation and distribution of public notices involving parking, street access or traffic issues.

Bid Item 8 - Maintenance and Protection of Traffic Control

Specification Section 1-10

Measurement and Payment: Lump Sum (LS)

Measurement for Maintenance and Protection of Traffic Control shall be the ratio of the number of working days completed to the total number of working days authorized in the Contract.

This lump sum bid item includes the maintenance and protection of traffic control materials, tools, and equipment necessary to accomplish the Work in accordance with 1-10.3(2) MAINTENANCE AND PROTECTION OF TRAFFIC CONTROL, including yet not limited to, signs, barricades, cones, lighting for night work, flashers, reader boards, and temporary pavement markings.

Bid Item 9 - Railroad Coordination and Permitting

Specification Section 1-10

Measurement and Payment: Lump Sum (LS)

This lump sum bid item includes scheduling with BNSF for flagging while working above and within 25 ft of the railroad tracks, obtaining Temporary Occupancy Permit, and coordination with BNSF for aerial crossing above BNSF property in accordance with permit requirements. BNSF flagging will be paid by the City directly to BNSF.

Bid Item 10 - Removing Water Line and Support – Existing Bridge 645W

Specification Section 2-02

Measurement and Payment: Lump Sum (LS)

Measurement for Removing Water Line and Supports – Existing Bridge 645W shall be as follows:

- First 80% of lump sum as the ratio of linear feet of water line and support removal completed to the total linear feet of water line.
- Final 20% after existing in-ground water line is plugged and final approval of removed water line and supports.

This lump sum bid item includes all equipment, materials, labor, installation, and removal, and all other work required to meet the removal and plugging requirements for the existing water line and supports in accordance with the Plans, and requirements of these Special Provisions. Includes all costs associated with draining and discharge of water from the existing pipe into the sewer, obtaining sewer discharge permit and salvaging and returning existing flex joints to the COE Water Department.

Bid Item 11 - Trench Excavation Safety Systems

Specification Section 2-09

Measurement and Payment: Unit Price per Square Foot (SF)

Measurement for trench excavation safety systems shall be square foot of trench installed.

The square foot bid item includes the costs directly allocated to the safety system for trenches and all other excavations including, but not limited to, shoring, benching, bracing, excavation, sheeting, and trench box. This Work shall be accomplished in accordance with Divisions 1, 2, 7, and 8 of the Standard Specifications and these Special Provisions. Payment per lump sum includes all equipment, materials, labor, installation, and removal, and all other work required to meet the trench excavation and safety system requirements.

Bid Item 12 - Street Cleaning and Sweeping

Specification Section 8-01

Measurement and Payment: Unit Price per Hour (HR)

The unit price per hour for Street Cleaning & Sweeping shall be full compensation for all labor, tools, incidentals, and equipment necessary to provide the street sweeping, cleaning, and dust control water required for this project.

Measurement for street sweeping and cleaning will be by the hour for the actual time consumed in pavement sweeping, cleaning and debris removal. No allowance will be made for time consumed in making repairs to the equipment or for moving the equipment to or from the site on which the street cleaning is ordered. No separate payment will be made for water required for dust control and the normal operation of the pickup sweepers.

Bid Item 13 - Erosion/Water Pollution Control

Specification Section 8-01

Measurement and Payment: Force Account (FA)

This Force Account bid item shall be accomplished in accordance with 1-09.6 FORCE ACCOUNT; except, as modified below.

Erosion/Water Pollution Control, Force Account, shall constitute full compensation for all labor, materials, tools and equipment necessary and incidental for the installation, maintenance and

removal of the temporary erosion and sedimentation control (TESC) facilities to prevent pollution, erosion, siltation, and damage to any wetland, stream, other watercourse, or surrounding property throughout the life of the Contract. TESC facilities shall include, but not be limited to, any cover measures, runoff control measures, soil and site stabilization measures, construction entrance, high visibility fencing or silt fencing as shown on the Plans, and inlet protection measures for the work area and downstream areas.

The TESC measures shall limit the erosion possibility by covering disturbed soils, preventing sloughing or raveling of cut and natural slopes, and controlling surface runoff from flowing into excavations using measures such as curbs, berms, dikes, rock-lined ditches, and other approved measures. Filter fabric fence shall be used to treat small areas of non-concentrated runoff prior to discharge from the site.

Bid Item 14 - Saw-Cutting Asphalt Concrete Pavement, Final Joint Cut, Up To 6-Inch Thickness

Specification Section 2-02

Measurement and Payment: Unit Price per Linear Foot (LF)

Measurement for saw-cutting will be per linear foot along the true length of the surface cut.

The unit price per lineal foot for the final saw-cutting of asphalt concrete pavement, up to 6-inch thickness, shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the Work as specified in Section 2-02.3(3) of the Special Provisions and as shown on the Plans. The unit price per lineal foot for the final saw-cutting of asphalt concrete pavement, up to 6-inch thickness includes, but is not limited to, the saw-cutting necessary for the final joint between existing pavement and permanent HMA pavement.

Include cost of cleanup by vacuum collection and disposal of the cuttings slurry with this bid item as there will be no separate payment for cleanup.

Bid Item 15 - Saw-Cutting Asphalt Concrete Pavement, Final Joint Cut, Additional 1-Inch Thickness

Specification Section 2-02

Measurement and Payment: Unit Price per Linear Foot (LF)

Measurement for saw-cutting will be per linear foot along the true length of the surface cut.

The unit price per lineal foot for the final saw-cutting of asphalt concrete pavement, for each full 1-inch depth beyond the initial 6-inch thickness, shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the Work as specified in Section 2-02.3(3) of these Special Provisions and as shown on the Plans. The unit price per lineal foot for the final saw-cutting of concrete pavement, additional 1-inch thickness includes, but is not limited to, the saw-cutting necessary for the final joint between existing pavement and permanent HMA pavement.

Include cost of cleanup by vacuum collection and disposal of the cuttings slurry with this bid item as there will be no separate payment for cleanup.

Bid Item 16 - Saw-Cutting Concrete Curb & Gutter, Sidewalk, and Driveway

Specification Section 2-02

Measurement and Payment: Unit Price per Linear Foot (LF)

Measurement for saw-cutting will be per linear foot along the true length of the surface cut.

The unit price per lineal foot for the final saw-cutting of concrete curb and gutter, sidewalk, and driveway shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the Work as specified in Section 2-02.3(3) of these Special Provisions and as shown on the Plans. The unit price per lineal foot for the final saw-cutting of concrete curb and gutter, sidewalk, and driveway includes, but is not limited to, the saw-cutting necessary for the final joint between existing concrete sidewalk, driveway, or curb and permanent concrete repair.

Include cost of cleanup by vacuum collection and disposal of the cuttings slurry with this bid item as there will be no separate payment for cleanup.

Bid Item 17 - Foundation Material, Class A or B

Specification Section 2-03

Measurement and Payment: Unit Price per Ton (TON)

Measurement for Foundation Material, Class A or B shall be by the ton, recorded on certified weight tickets in accordance with 1-09.2 WEIGHING EQUIPMENT, and placed within the limits of dimensions defined in the Work, descriptions for other bid items, shown on the Plans, or COE Standard Drawings, or as otherwise approved by the Engineer.

The unit price bid per ton shall constitute full compensation for all labor, tools, materials, and equipment required to furnish, place, and compact foundation material as specified in the Standard Specifications, these Special Provisions and as shown on COE Standard Drawing No. 614.

The unit price for this bid item includes all costs for dewatering and over-excavation, removal, haul, and disposal of unsuitable subgrade material below the pipe zone or roadway subgrade.

Bid Item 18 - Gravel Borrow Incl. Haul

Specification Section 2-03

Measurement and Payment: Unit Price per Ton (TON)

Measurement for Gravel Borrow shall be by the ton, recorded on certified weight tickets in accordance with 1-09.2 WEIGHING EQUIPMENT, and placed within the limits of dimensions defined in the Work, descriptions for other bid items, shown on the Plans, or COE Standard Drawings, or as otherwise approved by the Engineer.

Gravel borrow shall be limited to maximum trench widths defined in the work descriptions for other bid items.

The unit price per ton, based on certified weight tickets, for gravel borrow shall be full compensation for all labor, material, tools and equipment necessary to furnish imported gravel borrow for trench backfill where Engineer has determined native soils are not suitable for backfill, and other Work as required, from a Contractor-supplied source in accordance with 2-03.3(14)J of the Standard Specifications and these Special Provisions.

The unit price for gravel borrow shall include all costs of furnishing, hauling, stockpiling, placing, grading, and compacting the material in place.

The unit price for this bid item includes all costs for removing, loading, and disposing of displaced unsuitable material, including haul.

Bid Item 19 - Work Access – Bridge 645W Water Line and Supports

Specification Section 6-01

Measurement and Payment: Lump Sum (LS)

Measurement for Work Access – Bridge 645W Water Line and Supports shall be as follows:

- First 20% of lump sum upon acceptance of the work access submittal, designed by the contractor. There will be no partial payments of this portion of the lump sum.
- 40% of lump sum for installing, maintaining and using work access during installation of the new water line and supports. Partial payment shall be based upon the ratio of the installed length of water line and associated supports compared to the total length of water line shown in the approved work access submittal.
- 20% of lump sum for installing, maintaining and using work access during removal of the existing water line and supports. Partial payment shall be based upon the ratio of the removed length of water line compared to the total length of existing water line shown in the approved work access submittal. Partial payment will only be calculated and made where existing water line and supports are removed. For example, if supports remain after water line removal, the length of water line associated with the remaining supports will not be included.
- Final 20% of lump sum upon completed removal of work access as approved by the Engineer. There will be no partial payments of this portion of the lump sum.

This lump sum bid item includes all equipment, materials, temporary lighting, spill prevention and containment, labor, installation, and removal, and all other work necessary to meet work access requirements.

Bid Item 20 - Utility Supports on Bridge 645W

Specification Section 6-02

Measurement and Payment: Lump Sum (LS)

Measurement for Utility Supports on Bridge 645W shall be as follows:

- First 20% of lump sum upon approval of Working Drawings. There will be no partial payments of this portion of the lump sum.
- Final 80% of the lump sum upon completed installation of utility supports. Partial payment shall be based upon the ratio of completed utility supports installed as approved by the Engineer to the total number of utility supports in the approved Working Drawings.

This lump sum bid item includes all equipment, materials, labor, installation, and removal, and all other work necessary to meet utility support requirements, including Work specified in Sections 6-02 and 6-03.

“Utility Supports on Bridge 645W” contains the following approximate quantities of materials and work:

Water Line Support assemblies supporting horizontal runs of pipe, including drilled holes, epoxy resin, anchor bolts, nuts, washers, pipe rollers, pipe shields, and lateral support struts.	70	each
Thrust Support Strut assemblies (one horizontal and one vertical) at Abutment 1, including fabricated steel, drilled holes, epoxy resin, pipe straps welded to pipe shields, anchor bolts, nuts, and washers.	2	each
Thrust Support Strut assembly (vertical) at Pier 5, including fabricated steel, drilled holes, epoxy resin, pipe straps welded to pipe shields, anchor bolts, nuts, and washers.	1	each
Thrust Support Bracket assembly at Pier 5, including fabricated steel, drilled holes, epoxy resin, pipe straps welded to pipe shields, anchor bolts, nuts, and washers.	1	each

Pipe strap assembly supporting vertical runs of pipe, not including those at thrust support locations, but including drilled holes, epoxy resin, pipe straps welded to pipe shields, anchor bolts, nuts, and washers.	11	each

Note pipe straps welded to pipe shields at pipe strap assemblies supporting vertical runs of pipe are larger than pipe straps at thrust support locations. See Plans.

The quantities are listed only for the convenience of the Contractor in determining the volume of work involved and are not guaranteed to be accurate. The prospective bidders shall verify these quantities before submitting a bid. No adjustments other than for accepted changes will be made in the lump sum Contract price for "Utility Supports on Bridge 645W" even though the actual quantities required may deviate from those listed.

Bid Item 21 - Class 52 Ductile Iron Pipe for Watermain, 12-Inch, Buried

Specification Section 7-09

Measurement and Payment: Unit Price per Linear Foot (LF)

Per linear foot pipe measurement shall be based on the slope distance from point to point. The point of beginning or ending of measurement in any particular run of pipe shall be the vertical intersection of the centerline of the pipe measured with the centerline of the intersection pipe, or with the beginning or ending of any new linear length of valves or couplings contained within the measured length. At changes in pipe size connected by a reducer or a tee, the point of measurement shall include the length of the reducer or the tee.

The unit contract price for Ductile Iron Pipe For Watermain, 12-Inch, shall constitute full compensation for all labor, materials, tools and equipment necessary to furnish and install the pipe, restrained joints (where shown on the Plans or as required by the Standard Specifications and Special Provisions), and all fittings, including tees, crosses, reducers, couplings, and sleeves required for complete installation along the run of each pipe size, as shown on the Plans and specified herein, and additionally, shall include, but not be limited to, the following:

1. Removal of structures or obstructions not specifically covered under other Bid Items. This shall include, but not be limited to, removal and disposal of the existing asphalt or concrete pavement, sidewalk, curb, thrust blocks, miscellaneous landscaping, and sod as indicated on the Plans.
2. Utility or light pole holding in conformance with the requirements of the applicable utility including, if necessary, arranging for the utility to hold poles and paying the associated fees.
3. Trench excavation and dewatering, installation of pipe, furnishing, placing, and compacting sand backfill for pipe bedding per Section 9-03.22, furnishing, placing, and compacting trench backfill and placing and compacting imported backfill material. No extra payment shall be made for removing, loading, hauling, and disposing of displaced and unsuitable material.
4. Maintenance, restoration, and/or relocation, if required, of existing culverts, storm drainage pipe, other utilities and structures affected by construction that are to remain.
5. Temporary and permanent thrust blocking and dead man blocks, and temporary and permanent restraint systems.
6. Ethafoam pads or sand backfill between watermain and other pipes.
7. Maintenance of existing watermain and provisions for interim water service.
8. Pressure and purity testing of all watermains and shall include providing temporary blow-offs, backflow prevention, air gap apparatus, flushing, and disinfecting as necessary for testing in accordance with 7-09.3(24) of these Special Provisions and COE Standard Drawing No. 526.

9. Abandonment of existing watermains as shown on the Plans, including cutting, draining water and properly disposing, and plugging pipe at each end with a minimum of 2-feet of Commercial concrete or CDF. Include the concrete or CDF work with this work with no direct compensation being made. Abandon existing mains in place where possible. Include cost of removal, hauling, and disposal of existing main with these Bid items when abandoning in place is not possible. Include closing existing valves, and plugging where noted, to be abandoned and removing the lids and valve boxes.
10. Work required to avoid unexpected or unforeseen obstacles shall be paid for under the Force Account item.

Based on the unit price per lineal foot for Ductile Iron Pipe for Watermain, ___-inch, partial payments will be made as follows:

- Upon pipe installation – 70% of bid price
- Upon successful testing and connection and service transfer – 25% of bid price
- Upon completion of permanent patch – 5% of bid price.

Bid Item 22 - Class 52 Ductile Iron Pipe for Watermain, 12-Inch Pre-insulated in 18-Inch Steel Casing on Existing Bridge Structure

Specification Section 7-09

Measurement and Payment: Unit Price per Linear Foot (LF)

Per linear foot pipe measurement shall be along the pipe centerline for the length of 12-Inch Pre-insulated in w/ 18-Inch Steel Casing pipe installed.

The unit contract price for Ductile Iron Pipe For Watermain, 12-Inch Pre-insulated in 18-Inch Steel Casing, on Existing Bridge Structure, shall constitute full compensation for all labor, materials, tools and equipment necessary to furnish and install the pre-insulated pipe in casing, including joint closure sleeves, required for complete the installation in accordance with the details and these Special Provisions where indicated in the plans along on the underside of the existing bridge and down the bridge structure column/abutment to the ground at each end. Additionally, shall include, but not be limited to, the following:

1. Maintenance of existing watermain and provisions for interim water service.
2. Pressure and purity testing of all watermains and shall include providing temporary blow-offs, backflow prevention, air gap apparatus, flushing, and disinfecting as necessary for testing in accordance with 7-09.3(24) of these Special Provisions and COE Standard Drawing No. 526.
3. Work required to avoid unexpected or unforeseen obstacles shall be paid for under the Force Account item.

Based on the unit price per lineal foot for Ductile Iron Pipe for Watermain, 12- Inch Pre-insulated in 18-Inch Steel Casing, on Existing Bridge Structure, partial payments will be made as follows:

- Upon pipe installation – 70% of bid price
- Upon successful testing and connection and service transfer – 30% of bid price

Bid Item 23 - Class 52 Ductile Iron Pipe for Watermain, 12-Inch, on Existing Bridge Structure

Specification Section 7-09

Measurement and Payment: Unit Price per Linear Foot (LF)

Measurement for Class 52 Ductile Iron Pipe for Watermain, 12-Inch on Existing Bridge Structure shall be by the linear foot as measured along the pipe centerline, inclusive of Tees and Bends for the linear foot of pipe installed.

The unit contract price for this bid item shall constitute full compensation for all labor, materials, tools and equipment necessary to furnish and install 12-inch ductile iron water line pipe, including Tees and Bends, along on the underside of the existing bridge where specified in the plans and accordance with section 7-09 of these Special Provisions. Additionally, shall include, but not be limited to, the following:

1. Maintenance of existing watermain and provisions for interim water service.
2. Pressure and purity testing of all watermains and shall include providing temporary blow-offs, backflow prevention, air gap apparatus, flushing, and disinfecting as necessary for testing in accordance with 7-09.3(24) of these Special Provisions and COE Standard Drawing No. 526.
3. Work required to avoid unexpected or unforeseen obstacles shall be paid for under the Force Account item.
4. Furnish and installing insulation with jacketing around the installed 12-inch ductile iron water line pipe on existing bridge structure, inclusive of Tees and Bends.

Based on the unit price per lineal foot for Ductile Iron Pipe for Watermain, 12- Inch, on Existing Bridge Structure, partial payments will be made as follows:

- Upon pipe installation – 70% of bid price
- Upon successful testing and connection and service transfer – 30% of bid price

Bid Item 24 - Flexible Expansion Joint, 12-Inch

Specification Section 7-09

Measurement and Payment: Unit Price per Each (EA)

The unit contract price for Flexible Expansion Joint shall constitute full compensation for all labor, materials, tools and equipment necessary and incidental to furnish and install flexible expansion joint complete in place on the watermain; flushing and disinfecting; cleanup; and any additional work, materials, and equipment required to install the flexible expansion joint assembly, except as included in other unit price bids.

Bid Item 25 - Gate Valve, 8-Inch

Bid Item 26 - Gate Valve, 12-Inch

Specification Section 7-12

Measurement and Payment: Unit Price per Each (EA)

The unit contract price for valves shall constitute full compensation for all labor, materials, tools and equipment necessary and incidental to furnish and install valves complete in place on the watermain, including but not limited to, dewatering; removal and disposal of existing curb and gutter, and sidewalk; excavation, removal, hauling, and disposal of excavated materials; furnishing, jointing, and installing valves and valve boxes with extensions if necessary; installing temporary concrete thrust blocks; restraint systems; painting; flushing and disinfecting; furnishing, installing, compacting, and testing bedding and backfill materials; constructing asphalt concrete pad around

valve box if necessary; cleanup; and any additional work, materials, and equipment required to install the valves and assembly, except as included in other unit price bids.

Bid Item 27 - Air-Vacuum Valve Assembly, on Existing Bridge Structure, 2-inch

Specification Section 7-12

Measurement and Payment: Unit Price per Each (EA)

The unit price per each for the air-vacuum valve assembly shall be full compensation for all labor, material, incidentals, tools and equipment necessary to satisfactorily complete the work in accordance with COE construction standards, details shown on the Plans, and requirements of these special provisions, including, but not be limited to, all costs for furnishing and installing pipe, valves, couplings and fittings required; and replacing, protecting, and maintaining utilities.

Bid Item 28 - Air-Vacuum Valve Assembly, 2-inch

Bid Item 29 - Blow-off Assembly, 2-inch

Specification Section 7-12

Measurement and Payment: Unit Price per Each (EA)

The unit price per each for the assembly shall be full compensation for all labor, material, incidentals, tools and equipment necessary to satisfactorily complete the work in accordance with COE construction standards, standard drawing 511 and 512, and requirements of these special provisions, including, but not be limited to, all costs for excavation; hauling and disposing of surplus or unsuitable material; dewatering; placing and compacting of suitable native backfill; furnishing, placing, and compacting foundation material as required; furnishing and installing pipe, gate valves, couplings and fittings required; and replacing, protecting, and maintaining utilities.

Bid Item 30 - Relocate Existing Pressure Reducing Valve (PRV) Station

Specification Section 7-12

Measurement and Payment: per Lump Sum (LS)

The lump sum price for “Relocate Existing Pressure Reducing Valve (PRV) Assembly” shall be full compensation for all labor, material, tools, equipment, and incidentals necessary to satisfactorily complete the work in accordance with the plans, COE standards, standard drawing No. 521, and requirements of these special provisions, including, but not be limited to, the following:

1. All costs for excavation; hauling and disposing of surplus or unsuitable material; dewatering; placing and compacting of suitable native backfill; furnishing, placing, and compacting foundation material as required; protecting, and maintaining utilities.
2. Furnishing and installing the new vault structure; assist the City for disassembly of valves and internal piping within existing PRV vault and reassembling within new vault structure.
3. Furnishing and installing drainpipe from the vault and connection to existing storm drain system.
4. Pressure and purity testing of all watermains and shall include providing temporary blow-offs (if necessary), flushing, and disinfecting as necessary for testing in accordance with 7-09.3(24) of these Special Provisions and COE Standard Drawing No. 526.
5. Filling and abandoning existing vault; plugging abandoned pipe connections with minimum of 2-feet of Commercial concrete.

Proposed water pipe, valves, and fitting, lying outside the newly placed PRV vault structure shall be paid for under their respective bid items.

Bid Item 31 - Assist COE in Connecting to Existing Watermain

Specification Section 7-09

Measurement and Payment: Unit Price per Each (EA)

The unit contract price to Assist COE in Connecting to Existing Watermain shall constitute full compensation for all labor, materials, tools and equipment necessary for connection to existing system, in accordance with 7-09.3(19)A including, yet not limited to; all costs for excavation, shoring, dewatering, haul and disposal of excavated materials, furnishing all required water pipe and fittings, furnishing, installing and compacting bedding and backfill materials; labor and equipment required for the complete installation of the connection as specified.

Unit contract price shall include all coordination efforts with the City and assistance as City forces make the actual connection. Connection of a water service line to the watermain and connection of new water service line to existing water service line will not be considered a connection to the existing system.

Bid Item 32 - Topsoil, Type A and Seeding

Specification Section 8-02

Measurement and Payment: Unit Price per Square Yard (SY)

Measurement for providing [6-inch thick] Topsoil, Type A shall be limited to dimensions and work limits defined in the work descriptions for other bid items, shown on the Plans, details or COE Standard Drawings or as otherwise approved by the Engineer. The unit price per square yard for Topsoil, Type A & Seeding shall be full compensation for all labor, compaction, material, tools, and equipment necessary to provide compacted 6 inches thick imported Topsoil, Type A for the Work as required, from a Contractor-supplied source in accordance with the Standard Specifications and these Special Provisions.

The unit price for Topsoil, Type A & Seeding includes all costs for hauling, stockpiling, placing, grading, compacting, seeding, and controlling moisture content.

Also to be included in this bid item shall be the cost of all subgrade preparation and grader work, or any other equipment required to establish correct surfaces to proper grade before the topsoil is placed, as well as all equipment required to spread and compact the topsoil uniformly on the surface to be seeded. Also included shall be the costs for removing, loading, hauling, and disposing of unsuitable or displaced materials.

Include cost of sprinkling during dry periods prior to placement of the topsoil and while spreading and compacting the material along with turf establishment in the unit price for this bid item.

Payment for Topsoil, Type A & Seeding will be determined by the square yard as measured in place.

Bid Item 33 - Temporary Pavement Patch

Specification Section 5-06

Measurement and Payment: Lump Sum (LS)

No measurement will be made for the lump sum item Temporary Pavement Patch.

Payment for the lump sum item Temporary Pavement Patch shall be a one-time lump sum regardless of how many times Temporary Pavement Patch is placed, removed, replaced, or relocated. The lump sum price shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the Work as defined in Section 5-06.3(6) of these Special Provisions and as shown on the Plans.

Bid Item 34 - Crushed Surfacing Top Course

Specification Section 4-04

Measurement and Payment: Unit Price per Ton (TON)

Measurement for crushed surfacing top course will be by the ton as recorded on certified weight tickets in accordance with 1-09.2 WEIGHING EQUIPMENT and limited to dimensions defined in the Work, descriptions for other bid items, shown on the Plans, details or COE Standard Drawings or as otherwise approved by the Engineer. Crushed Surfacing Top Course material placed exceeding “neatline” limits without advance authorization by the Inspector will not be paid for.

The unit price per ton shall be full compensation for all labor, compaction, material, tools, and equipment necessary to furnish, haul, stockpile, place, grade, and compact imported crushed surfacing top course for the Work as required, from a Contractor supplied source in accordance with the Standard Specifications and these Special Provisions.

The unit price for crushed surfacing top course also includes all costs for controlling moisture content.

Also included in this bid item shall be the cost of all equipment required to remove existing soils to attain proper elevations, compaction of native subgrade soils, as well as to uniformly spread and compact the crushed surfacing material.

The unit price for this bid item includes all costs for removing, loading, and disposing of displaced unsuitable material, including haul.

Include in this bid item the cost of sprinkling during dry periods prior to placement of the crushed surfacing and while spreading and compacting the material.

Payment for crushed surfacing top course will be by the ton for permanent trench patch, and material placed and approved by the Inspector.

Bid Item 35 - HMA, CL 1/2” PG 64-22 for Permanent Trench Patch

Specification Section 5-04

Measurement and Payment: Unit Price per Ton (TON)

Measurement for HMA, CL 1/2” PG 64-22 shall be by the ton, recorded on certified weight tickets in accordance with 1-09.2 WEIGHING EQUIPMENT for HMA placed within the limits of dimensions defined in the Work or shown on the Plans, Standard Specifications, Section 5-06 of these Special Provisions, or as otherwise approved by the Engineer. The measurement and payment limits for measuring the width of this bid item shall not exceed the saw-cut limits shown on the Drawings. No deduction will be made for the weight of asphalt binder, blending sand, mineral filler, or other component of the mixture.

The unit price for this bid item shall include all labor, materials, equipment and related work necessary to furnish, machine-place, compact, roll and perform density tests on multiple lifts of HMA – CL 1/2” PG 64-22 pavement including streets, alleys, street crossings, and driveway aprons as shown on the Plans.

Miscellaneous HMA used for pavement repair, thickened edges, extruded and wedge curbing, placing, and compacting pre-leveling, leveling and wearing courses, feathering pavement is included in this bid item with no direct compensation made.

Furnishing and applying tack coat, prime coat, joint seal and crack sealing asphalt is to be included in this bid item with no direct compensation made. All costs for “Anti Stripping Additive” and “Compaction Adjustment” shall be included in the unit contract price per ton of the HMA with no direct compensation made.

The unit price for this bid item shall include all labor, materials, equipment, and related work necessary to furnish, place, compact, roll and perform density tests on ATB per Section 9-03.6 placed in accordance with the Plans, Standard Specifications, and these Special Provisions.

Bid Item 36 - Cement Concrete Curb and Gutter, Type A-1

Specification Section 8-04

Measurement and Payment: Unit Price per Linear Foot (LF)

Measurement shall be per linear foot as delineated by the Contractor and approved by the Inspector prior to removal.

The unit price per linear foot for restoration of concrete curbs or curb and gutter and shall be full compensation for all materials, tools, labor and equipment necessary to complete the Work in accordance with the Plans, COE Standard Drawing No. 307, Standard Specifications and these Special Provisions, including sawcutting, removal, loading, hauling and disposal.

Bid Item 37 - Permanent Pavement Marking

Specification Section 8-22

Measurement and Payment: Lump Sum (LS)

This lump sum bid item includes all costs associated with furnishing all labor, materials, and other equipment necessary for restoring and replacing permanent traffic marking, including and not limited to, stop bars, turn arrows, lettering, crosswalks, reflectors, delineators, and lane or fog-line striping removed or damaged by the Contractor's work in accordance with the COE Standard Drawings No. 720 and 721, Special Provisions and Plans.

Bid Item 38 - Portable Changeable Message Signs

Specification Section 1-10

Measurement and Payment: Unit Price per Day (DAY)

Measurement shall be measured by the calendar day for each sign shown on an approved traffic control plan and in accordance with 1-10.3 of these Special Provisions.

The unit price, when applied to the number of units measured for this item, shall be full compensation for all costs of labor, materials and equipment incurred by the Contractor in procuring and operating all portable changeable message signs required for the project and for transporting these signs to and from the project.

Bid Item 39 - Apprentice Utilization Incentive/Penalty

Specification Section 1-07

Measure and Payment: Lump Sum/Per Calculation.

Provided for the purpose of providing a common proposal for all bidders. See SP 1-07.9(3).

DIVISION C – CONTRACT AND BONDS
CITY OF EVERETT, WASHINGTON
WATER MAIN REPLACEMENT "Y" – Phase 2
WORK ORDER NO. UP 3814

CONTRACT

THIS CONTRACT is made and entered into by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the "**City**") and _____ ("**Contractor**").

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and appurtenances in accordance with the Specifications and Plans and all other Contract Documents entitled: "_____" (the "**Project**").

1. Contract Documents. This Contract is the written agreement signed between the City and Contractor and includes Division C – CONTRACT, Division P – PROPOSAL, Division B – BID ITEM DESCRIPTIONS, Special Provisions, Contract Plans, Standard Specifications, Standard Plans in effect as of the date Bids are opened, Addenda, supplemental agreements, change orders, certifications and affidavits required by this Contract and by law, and Federal requirements that apply to this Contract and Project, all of which are referred to as the "Contract Documents" and all of which are hereby incorporated by reference. A copy of the Contract Documents that were posted for the Project on Builder's Exchange of Washington (www.bxwa.com) as of Bid Opening Date is maintained by the City Clerk's Office as a single pdf and is available as follows:

Link to PDF	

Contractor acknowledges that Contractor has downloaded and reviewed this pdf prior to signing this Contract. City and Contractor agree that this pdf contains all posted Contract Documents as of the Bid Opening Date. City and Contractor further agree that this pdf may contain some other documents (such as Reference Information) that are not Contract Documents.

2. Contract Time. Substantial completion shall be achieved within one hundred and twenty (120) working days after the effective date of the Notice to Proceed. Physical completion shall be within twenty (20) working days after the actual date of issuance of substantial completion.

3. Liquidated Damages. The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the work in all respects and have it ready for use by the substantial completion date stated. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages as computed in Section 1-08.9 of the Standard Specifications, as may be amended by the Special Provisions, for each and every working day required to accomplish substantial completion of the work in excess of the period established above for substantial completion. For overruns in contract time occurring after the physical completion date, liquidated damages shall be assessed at the rate computed in Section 1-08.9 of the Standard Specifications, as may be amended by the Special Provisions, until the work is physically complete.

4. Contract Sum. The Contract Sum of this Contract is:

+ WA Sales Tax (as applicable)	
Contract Sum	

This is based on the proposal/bid submitted by Contractor dated _____. A copy of such proposal/bid is attached hereto. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.

5. Withholding. Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this Contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

6. Compliance with Employment and Wage Laws. Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

7. Vacant

8. Indemnification.

A. Contractor will defend, indemnify and hold harmless the City from any and all Claims arising out of or relating to any acts, errors, omissions, or conduct by Contractor in connection with its performance of this Contract, including without limitation (and without limiting the generality of the foregoing) all Claims resulting from Contractor's performance of, or failure to perform, its express and implied obligations under the Contract. The Contractor will defend and indemnify and hold harmless the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor's duty to defend and indemnify the City. The City retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City. This Section 8 is in addition to any other defense or indemnity or hold harmless obligation in the Contract Documents.

B. The Contractor's obligations under this Section 8 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Contractor and (b) the City, then the Contractor's liability under this Section 8 shall be only to the extent of the Contractor's negligence.

C. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Claims" include all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any

other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.

9. Insurance. The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a material breach of the Contract. The City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by the City if the City is determined to be solely or concurrently negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

9. Waiver of Industrial Insurance Immunity. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Contractor's and City's signatures hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill the indemnities hereunder. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

10. Repair of Damage. The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers, and agents.

11. Pre-Bid Inspection and Risk of Loss. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work that may arise from any cause whatsoever prior to completion.

12. Headings for Convenience Only. The headings in this document are for convenience only, and shall not be used or considered to interpret or construe this document.

13. Effective Date. This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original. This Contract may be signed with AdobeSign, and any such signature is fully binding.

CITY OF EVERETT
WASHINGTON

ATTEST:

By: _____
Cassie Franklin, Mayor

_____
Office of the City Clerk

_____
Date

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
(9.21.23)

CONTRACTOR: Please fill in the spaces and sign in the box appropriate for your business entity.

Corporation

Limited Liability Company

Partnership

_____
[Contractor's Complete Legal Name]

By: _____
Signature

Typed/Printed Name of Signer: _____

Title of Signer: _____

Date: _____

Sole Proprietorship

_____
[Typed/Printed Name]

_____
Signature

Date: _____

PAYMENT BOND

Bond No. _____

The City of Everett has awarded to _____ (Principal), a contract for the construction of the project designated as **Water Main Replacement "Y" – Phase 2**, Project No.**3814**, in **Everett**, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of _____ US Dollars ($_____), which is the Contract Sum, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors material persons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

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

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

PRINCIPAL	SURETY
_____	_____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

STANDARD BOND FORM
OFFICE OF THE CITY ATTORNEY
APPROVED AS TO FORM
APPROVED AS TO CITY CHARTER § 4.1

Local Office/ Agent of Surety:
Name:_____
Address:_____
Phone Number:_____
Email: _____

This page intentionally left blank.

PERFORMANCE BOND

Bond No.: _____

The City of Everett has awarded to _____ (Principal), a contract for the construction of the project designated as **Water Main Replacement "Y" – Phase 2**, Project No.3814, in **Everett**, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of _____ US Dollars ($_____), which is the Contract Sum, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

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

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

PRINCIPAL	SURETY
_____	_____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

STANDARD BOND FORM
OFFICE OF THE CITY ATTORNEY
APPROVED AS TO FORM
APPROVED AS TO CITY CHARTER § 4.1

Local Office/ Agent of Surety:

Name:_____

Address: _____

Phone Number:_____

Email: _____

This page intentionally left blank.

DIVISION 1 – GENERAL REQUIREMENTS

Supplement Division 1 by adding the following:

General Description and Location of Project
(******)

Work being performed includes furnishing all labor, materials and equipment necessary to construct approximately 1,020 linear feet of 12-inch ductile iron watermain and appurtenances, including relocation of an existing PRV station, site restoration, installation on existing I-5 bridge structure over the Snohomish River and BNSF Railroad, and removal and disposal of the existing 8-inch waterline on the I-5 bridge and performing all Work as required by the Contract, in accordance with the Contract Plans and Contract Provisions.

The Project is in Everett, Washington, and the southern project limit is located on E Grand Ave/E Marine View Dr between the I-5 southbound on-ramp and I-5 northbound off-ramp. The northern project limit is located at the intersection of Smith Island Road and 4th St SE near the Everett Wastewater Treatment Plant.

Apprentice Utilization
This Project requires apprentice utilization as set forth below in Special Provision 1-7.9(3).

Design Engineer
(******)

Questions and inquiries about these Contract Documents should be directed in writing to the attention of Amie Campbell, P.E. City Project Manager, acampbell@everettwa.gov.

Standard Specifications
(******)

All Work under this Contract shall be performed in accordance with the following Specifications except as may be exempted or modified by other sections of these Contract Documents. These Specifications are incorporated by reference, made a part of this Contract, and shall control and guide all activities within this Project whether referred to directly, paragraph by paragraph.

WSDOT/APWA "2023 Standard Specifications for Road, Bridge and Municipal Construction," hereinafter referred to as the "Standard Specifications."

The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work. The following latest edition of other specifications and standard plans shall apply to the extent to which they are called out in the Contract Documents:

1. City of Everett "Design and Construction Standards and Specifications," latest edition as found on the Web at "http://www.everettwa.gov/1531/Design-Construction-Standards."
2. "Standard Plans for Road and Bridge Construction," as prepared by WSDOT.
3. "Manual on Uniform Traffic Control Devices (MUTCD)."
4. APWA Standards.
5. AWWA Standards.

Each Provision of these Special Provisions 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.

Sections and subsections in the Special Provisions labeled under the headers with **(******)** indicate City of Everett Provisions.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

Delete the three paragraphs under the heading Completion Dates, and substitute the following:

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

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

Completion Date: Date on which Project is ready for Final Acceptance. All physical work, including Punch List, is complete and Contractor has completed and fulfilled all contractual obligations except any maintenance of landscaping. Contractual obligations that must be fulfilled prior to achievement of the Completion Date include, and are not limited to; the Contractor's furnishing all documentation, including correct, complete and accurate as-built or record drawings and operation and maintenance manuals and transfer of warranties.

(This definition replaces the definition in WSDOT 1-01.3 for Completion Dates.)

Revise the following definitions to read as follows:

Award: The decision by Everett City Council to award a contract and authorize the Mayor to sign the Contract. No contract is formed until the Mayor signs the contract**.** (This definition replaces the definition in WSDOT 1-01.3 for Bid Documents.)

Bid Documents: The component parts of the proposed Contract which may include, but are not limited to, the Proposal Form, the proposed Contract Provisions, the proposed Contract Plans, and Addenda. (This definition replaces the definition in WSDOT 1-01.3 for Bid Documents.)

Contract: Written agreement signed between the City and Contractor and includes Division C – CONTRACT, Division P – PROPOSAL, Division B – BID ITEM DESCRIPTIONS, Special Provisions, Contract Plans, Standard Specifications and amendments, Standard Plans in effect as of the date Bids are opened, Addenda, supplemental agreements, change orders, certifications and affidavits required by this Contract and by law, and Federal requirements that apply to this Contract and Project. (This definition replaces the definition in WSDOT 1-01.3 for Contract.)

Contract Bond(s): The separate performance bond and payment bond, as set forth in and required by the Contract Documents. (This definition supplements the definition in WSDOT 1-01.3 for Contract Bond.)

Engineer: The City's representative who administers the construction program for the City. Provisions in the Contract Documents that state the Engineer "shall" or "will" shall be deemed to mean that the Engineer shall or will take such action if requested in writing by the Contractor. (This definition replaces the definition in WSDOT 1-01.3 for Engineer.)

Specifications: Includes 2025 WSDOT/APWA Standard Specifications and latest Amendments, and all other specifications (including these Special Provisions) for the prescribed Work in this Contract. (This definition replaces the definition in WSDOT 1-01.3 for Specifications.)

Working Drawings: Drawings, shop drawings, plans, diagrams, or calculations, including a schedule of submittal dates for Working Drawings where specified, which the Contractor must submit to the Engineer. (This definition replaces the definition in WSDOT 1-01.3 for Working Drawings.)

Supplement Section 1-01.3 by adding the following:

All references in the Standard Specifications to the terms “State,” “Department of Transportation,” “Washington State Transportation Commission,” “Commission,” “Secretary of Transportation,” “Secretary,” “Headquarters,” and “State Treasurer” shall be revised to read “City.”

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

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

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

Additive: A supplemental unit of work or group of bid items, identified separately in the Proposal, that may, at the discretion of the City, be awarded in addition to the base Bid.

Alternative or Alternate: One of two or more units of Work or groups of bid items, identified separately in the Proposal, from which the City may make a choice between different methods or material of construction for performing the same Work.

Award Date: The date of the formal action by the Everett City Council to accept the lowest responsible and responsive Bidder for the Work.

Bid Opening Date: The date the Everett City Clerk publicly opens and reads the Bids.

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

Change Order: Reference to Change Order shall include all rights of the City and Contractor under 1-04.4 CHANGES. Agreed Change Orders shall be in the form attached as Appendix C. Unilateral Change Orders shall be in the form attached as Appendix C.

City: The City of Everett, Washington. “City” and “Owner” and “Contracting Agency” mean the same.

City's Representative: The person designated in writing by the City to act as its representative at the construction site and to perform construction inspection service and administrative functions relating to this Contract. The terms “Engineer,” “Architect,” or “Owner’s Representative” shall be interchangeable with City's Representative.

Contract Claim: Any request by the Contractor for additional time or money resulting in adjustment of Contract Sum or Contract Time irrespective of the cause or reason for the request. Contract Claims include, but are not limited to, requests by the Contractor for additional time or money due to Extra Work, inefficiencies, Delays, interferences, and problems with the design. Contract Claim includes, but is not limited to, claims or requests by Subcontractors for extensions of Contract Time, adjustment of Contract

Sum, additional compensation that the Contractor attempts to pass through or assert against the City, or claims against the City arising out of a third party's claim against the Contractor. Certified Claim means the same as Contract Claim.

Contract Documents: All of the items that together make up the complete Contract. See definition for "Contract."

Contract Execution Date: The date the Mayor of the City of Everett signs the Contract or the date that the Contractor signs the Contract, whichever date is later. This officially binds the Contractor to the Contract.

Contract Sum: The price in dollars stated in the Contract to be paid by the City to the Contractor for the Work described in the Contract Documents, as modified by Change Orders.

Contract Time: The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Delay: Any increase in the duration of the critical path of the Project.

Dispute: Any controversy or disagreement.

Equipment: Mechanical, electrical, instrumentation, or other devices with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.

Extended Overhead: The increase in Overhead costs attributable to an extension of Contract Time.

Extra Work: Providing materials and Equipment and the performance of Work not directly called for in, or implied by, the Contract Documents, such that Contractor would be entitled to an adjustment of Contract Sum and possibly an extension of Contract Time.

Final Acceptance: Formal action by Everett City Council determining that all of the Contractor's Work has been completed, except for any landscaping maintenance.

Float: The amount of time between the early start date and the late start date, or the early finish date and the late finish date of an activity in the Project schedule.

Force Account: Costs of performing Work as defined in 1-09.6 FORCE ACCOUNT.

Furnish: To deliver items, Equipment, or material to the job site or other specified location.

Install: Placing, erecting, or constructing complete in place items, Equipment, or material.

May: Conduct that is permitted, but not required.

Notice: A signed, written communication by the Contractor to the City as described in 1-04.5 NOTICE BY CONTRACTOR of these Special Provisions.

Notice of Award: The written notice from the City of Everett to the successful Bidder signifying the City's acceptance of the Bid. No Contract is formed until the Contract Execution Date.

Notice to Proceed: The written Notice from the City or City's Representative to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract Time begins. Multiple and partial Notices to Proceed may be issued on a single Project.

Over absorbed Overhead: Over recovery of fixed indirect costs that occurs when a Contractor performs more overall Work than it otherwise would have performed.

Overhead

In general, Overhead for the purpose of calculating additional compensation under this section of the Contract shall include only those costs that are expended for the administration of the business as a whole. Such costs usually accrue or are incurred due to the passage of time, or cannot be traced to a particular project or contract, or both.

Examples of possible Overhead costs include, but are not limited to, General and Administrative salaries and benefits, rent, general company insurance, exclusive of insurance on owned equipment that is directly job costed, depreciation on office facilities, utilities, maintenance, office supplies, general company accounting and legal fees, exclusive of amounts expended directly on any specific project, personal property taxes, general company business licenses, dues and subscriptions.

The following costs and expenses are excluded from the definition and calculation of Overhead. Overhead costs that vary substantially with the volume of Work performed, as measured by billings, shall not be included in Overhead for the purpose of determining additional compensation for Extended or Unabsorbed Home Office Overhead, or both.

Examples of costs that are not included in Overhead include: travel and business meetings, telephones, professional fees expended for the benefit of a specific project, union welfare benefits, payroll taxes and equipment rental.

If related party transactions are included in a Contractor's Overhead, they must be explicitly identified as related party transactions and must not exceed amounts that would be incurred in an arms-length transaction for the provision of the same or similar goods and services. If such transactions exist and the amounts paid by the Contractor and included in Overhead are in excess of that which would normally be expended in an arms-length transaction, an adjustment, in the form of a reduction in the amount for calculation purposes, must be included in any calculation in determining the amount of Allocable Overhead.

Overhead shall not include any cost directly attributable to a particular project. If a cost can be traced to a particular contract, the Contractor may not classify the cost as Overhead.

Indirect or home office costs that vary substantially with the amount of Work performed shall not be included in the group of costs comprising Overhead.

Overhead shall not include any costs specifically disallowed by Federal Acquisition Regulations, Subpart 31.2 – Contracts with Commercial Organizations, or its successor. Further, "Overhead" shall not include the costs of any "field support services" that are more closely direct costs in nature, regardless of the manner in which the Contractor normally accounts for such costs. An example of such disallowed cost would be for material handling and expediting, which are costs incurred for the direct support and benefit of any specific project(s).

In addition to compliance with Federal Acquisition Regulations, Subpart 31.2 examples of specific costs not allowed in a calculation under this Section of the Contract are Incentive Compensation paid to personnel classified as Overhead and otherwise includable under this Section of the Contract, travel and business meetings, employer paid benefits and taxes on direct payroll costs of any project, insurance costs directly identifiable to any specific project, penalties, and any costs incurred regarding company owned equipment normally classified as a direct project costs,.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project: The undertaking to be performed under the provisions of the Contract.

Provide: Furnish and Install, complete in place.

Punch List: List of incomplete items of Work and of items of Work that do not conform to the requirements of the Contract Documents. The Punch List is prepared after Substantial Completion.

RCW: Means the Revised Code of Washington

Schedule of Values: Allocation of Contract Sum to items of Work as described in 1-09.9 PAYMENTS of these Special Provisions.

Shall: Required conduct.

Shown: Refers to information presented on the Plans, with or without reference to the Plans.

Specify: Refers to information described, shown, noted, or presented in any manner in the Contract.

Submittals: The information required by the Contract Documents provided by Contractor to the City's Representative or City.

Total Float: The amount of time a given activity or path of activities may be delayed before it will affect the Completion Date.

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

Unabsorbed Overhead: The reduction or loss of contribution to recovery of the Contractor's Overhead costs realized by the result of reduced Project or Contractor billings, or both, due to any reason whatsoever, including a Project extension.

Unit Price Work: Refers to items of Work identified by unit prices in the Proposal.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalifications of Bidders

Delete 1-02.1 and substitute the following:

1-02.1 Bidder Responsibility Criteria (******)

1-02.1(1) Mandatory Bidder Responsibility Criteria (******)

Bidder shall meet mandatory responsibility criteria in accordance with RCW 39.04.350(1). The City may require Bidder to submit documentation demonstrating compliance with the criteria under this 1-02.1(1). Bidder must:

1. Registration. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW, a plumbing contractor license in compliance with chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, or an electrical contractor license in compliance with chapter 19.28 RCW, as required under the provisions of those chapters; and
2. UBI. Have a current Washington Unified Business Identifier (UBI) number; and
3. State Requirements. 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; and

c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.

4. Disqualification. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

5. Prevailing Wage Training. Unless Bidder has completed three or more public works projects and had a valid business license for three or more years, Bidder must have received Department of Labor and Industries training on the requirements related to public works and prevailing wage under RCW 39.12 and RCW 39.04.

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

6. Apprentices. If the Project is subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.

1-02.1(2) Supplemental Bidder Responsibility Criteria (******)

The following Supplemental Bidder Responsibility Criterion applies to this Project:

> Extended Certification of Wage Compliance. Within the **five-year** period immediately preceding the date of the bid solicitation, the Bidder must not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

The Bidder must sign and submit a wage certification as provided by the City in the bidding documents (which is usually included in the Bid Form) before Project award. The City may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with this criterion. A Bidder may request that City modify the supplemental bidder responsibility criterion listed above. This request must be in writing to the City project manager and must be received by the City project manager at least ten business days before the bid opening. If the City determines the Bidder does not meet the bidder responsibility criterion above and is therefore not a responsible bidder, the City will notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with this determination, the Bidder may appeal to the director of the City department responsible for this Contract (the "Director") by presenting additional information to the Director in writing within two (2) business days after receipt of the City's determination. The Director will consider the appeal and any additional information and will issue a decision regarding the appeal. Any protest by Bidder of the Director decision must be in strict conformity to Everett Municipal Code Chapter 3.46, Bid Protest Procedures.

1-02.2 Plans and Specifications

Delete all paragraphs in 1-02.2 and substitute the following:

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

After Award of the Contract, the Contractor will receive up to six sets of the reduced Plans (11" x 17") and accompanying Special Provisions. In addition, the City will supply up to three sets of full size plans (22" x 34"). All Plans and Special Provisions will be conformed with addenda unless Contractor requests otherwise.

Additional Plans and Special Provisions may be purchased by payment of the current printing costs.

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

1-02.4(1) General

Delete the fifth paragraph of 1-02.4(1), beginning with "Bid prices shall reflect," and substitute the following:

Bid prices shall include everything necessary for the completion of the Work including, but not limited to, providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor, and all necessary testing services.

Revise the first sentence in the paragraph that begins with "Prospective Bidders desiring an explanation" to read as follows:

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

Supplement 1-02.4(1) by adding the following:

Bidder acknowledges that Bidder has not relied on representation or warranty of the City not expressly included in the Contract Documents.

The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by Bidder to the extent such independent investigation of the Drawings and Specifications or Site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that they have not relied upon City or Engineer furnished information regarding site conditions in preparing and submitting a Bid.

Further supplement 1-02.4(1) by adding the following:

1-02.4(1)A Interpretation of Contract Documents (******)

Should a Bidder find what is believed to be discrepancies in or omissions from the Plans, Specifications, or Special Provisions, or should the Bidder be in doubt as to their meaning, Bidder may submit to the Engineer a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the documents, if made, will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each Bidder receiving a set of such documents. **All requests for interpretations must be received by the City or Engineer no later than 7 calendar days prior to the Bid Opening Date.** All questions regarding the Contract Documents shall be referred to the City or Engineer at the address provided in the Contract Documents.

1-02.4(1)B Prevailing Wages (******)

Bidder is directed to 1-07.9(1) of these Special Provisions for requirements regarding applying payment of prevailing wage rates for employment of labor on within Snohomish County.

1-02.4(2) Subsurface Information

Delete the first paragraph and substitute the following:

If the City has made subsurface investigation of the site of the proposed Work, the boring log data and soil sample test data accumulated by the City will be made available for inspection by the Bidders. The boring logs and soil sample test data shall NOT be considered as part of the Contract or the Contract Documents, regardless of whether such data is supplied as an Appendix to the Special Provisions or not. In addition, the City makes no representation or warranty expressed or implied that:

1. The Bidders' interpretations from the boring logs are correct,
2. Moisture conditions and indicated water tables will not vary from those found at the time the borings were made, and
3. The ground at the location of the borings has not been physically disturbed or altered after the boring was made.

The City specifically makes no representations, guarantees, or warranties as to the condition, materials, or proportions of the materials between the specific borings regardless of any subsurface information the Contracting Agency may make available to the prospective Bidders.

1-02.5 Proposal Form

Delete this section and substitute the following:

The Proposal Form identifies the project and its location and describes the Work. It also lists estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. Bidder shall complete spaces on the proposal form that call for, and are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; bidder's name, address, bidder's email address, telephone number, and signature; bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

Bidder shall submit Bidder's Proposal on the Proposal Form provided in the Contract Documents.

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

1-02.6 Preparation of Proposal

Delete "unless it approves in writing" from the second sentence of the first paragraph of 1-02.6.

Revise the fourth paragraph of 1-02.6, beginning with "The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise (DBE) Utilization Certification," to read as follows:

Contractor agrees that the Contractor shall actively solicit the employment of minority group members. Contractor further agrees that the Contractor shall actively solicit Bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the Bid by submitting the RCW 35.22.650 Certification.

Revise the following words from the fifth paragraph of 1-02.6, which state with "The Bidder shall submit with the Bid a list of:" to read as follows: If the "SUBCONTRACTORS FORM" is included in the bid package, then the Bidder shall submit with their bid such SUBCONTRACTORS FORM, which includes a list of:"

Delete the sixth paragraph of 1-02.6, which begins with "The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form (WSDOT Form 272-009)."

Supplement 1-02.6 by adding the following:

In the event that the product of a unit price and an estimated quantity do not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid. Do not qualify Proposal, since this will automatically be cause for rejection of the Proposal.

Bidders are warned against making erasures or alterations of any kind to the Proposal Form, and proposals that contain omissions, erasures, or irregularities of any kind may be rejected. No oral, electronic, fax, telegraphic, or telephonic proposals or modifications will be considered.

1-02.7 Bid Deposit

Supplement 1-02.7 by adding the following:

Bid deposit shall serve as evidence of good faith and as a guarantee that if awarded the Contract the Bidder will execute the Contract and provide bonds as required by the Bid. Should the successful Bidder fail to enter into the Contract, furnish a satisfactory performance and payment bond, and furnish evidence of insurance within 14 calendar days after the Award Date, the certified check, cashier's check or bid bond shall, unless otherwise provided in the Contract Documents, be forfeited as liquidated damages.

Bid bonds shall contain the following:

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

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

Bidder shall use the bond form included in the Bid Documents.

1-02.8 Noncollusion Declaration and Lobbying Certification

1-02.8(1) Noncollusion Declaration

Delete the last paragraph of 1-02.8(1) and supplement by adding the following:

The City has determined every Bidder must submit a Non-Collusion Affidavit for every Project. Accordingly, the Bidder shall submit a signed and notarized "Non-Collusion Affidavit," contained in the Contract Documents, as part of the Proposal package. If the City has reason to believe that collusion exists among Bidders, the City will reject the Bids of the known participants in such collusion and may, at its option, require that all Bidders certify under penalty of perjury, that no collusion has occurred or exists.

1-02.9 Delivery of Proposal

Delete all of 1-02.9 and substitute the following:

Bidder shall submit Bidder's Proposal in a sealed opaque envelope that clearly and legibly notes the Project Name, the time and date of the bid opening, and the Bidder's name and address on the outside of the envelope.

The City will not open or consider any Proposal or any supplement to a Proposal that is received after the time specified for receipt of Proposals, or received in a location other than that specified for receipt of Proposals.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

Delete 1-02.10 and substitute with the following:

After submitting a physical Proposal to the City, the Bidder may withdraw, revise, or supplement its Proposal if:

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

The original physical Bid Proposal may be supplemented, or revised and resubmitted as the official Proposal if the City receives it before the time set for receipt of Proposals. If the Bidder does not submit a revised or supplemented package in time, then its bid shall be considered withdrawn.

Email, fax or telephone requests to withdraw, revise, or supplement a Proposal are not acceptable.

Resubmitted Proposals shall be in full compliance with the bidding requirements. Bid deposit shall be in an amount sufficient for the Proposal as resubmitted.

After the scheduled time for opening Proposals, no Bidder will be permitted to withdraw Bidder's Proposal unless the award of contract is delayed for a period exceeding 45 calendar days. Proposals received after the scheduled closing for opening Proposals will be returned unopened to the Bidder.

1-02.12 Public Opening of Proposals

Supplement 1-02.12 by adding the following:

1-02.12(1) Postponement of Opening (******)

The City reserves the right to postpone the date and time for receiving or opening of Bids, or both, at any time prior to the date and time established in the Notice to Bidders. Postponement notices shall be provided to Bidders in the form of addenda.

Supplement 1-02.12 by adding the following:

1-02.12(2) Video Conferencing (******)

The City reserves the right to open and publicly read Bids by use of video-conferencing, such as by Microsoft Teams, Zoom or other application.

1-02.13 Irregular Proposals

Revise item 1 and 2 of 1-02.13 to read as follows:

1. A Proposal will be considered irregular and will be rejected if:
    a.. The authorized proposal form furnished by the City is not used or is altered;
    b. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
    c. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
    d. A price per unit cannot be determined from the Bid Proposal;
    e. The Proposal form is not properly executed;
    f. The Bidder fails to submit or properly complete, on the form provided by the City, the Subcontractor list, if applicable, as required in 1-02.6;
    g. The Bidder fails to submit or properly complete, on the form provided by the City, the RCW 35.22.650 Certification, as required in 1-02.6;
    h. The Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation;
    i. More than one proposal is submitted for the same project from a Bidder under the same or different names; or
    j. The Bidder fails to submit or properly complete, on the form provided by the City, the Non-Collusion Affidavit, as required in 1-02.8(1).
2. A Proposal may be considered irregular and may be rejected if:
    a. The Proposal does not include a unit price for every Bid item;
    b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the City, as determined by the City;
    c. Receipt of Addenda is not acknowledged;
    d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Proposals may be rejected); or
    e. Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

Revise 1-02.14 to read as follows:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended, and noted in 1-02.1(1).

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

If the City determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) 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 with this determination, it may appeal the determination within two business days of the City's determination by presenting its appeal and any additional information to the City. The City will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the City will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the City's final determination.

If the Contract Documents contain supplemental responsibility criteria, then a Bidder will be deemed not responsible if the Bidder does not meet those criteria:

1-02.15 Pre-Award Information

Revise 1-02.15 to read as follows:

Before awarding any contract, the City may require one or more of these items or actions of the apparent lowest responsible Bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule, in a form the City requires, showing the order of and time required for the various phases of the Work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the City of Everett.
7. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the Bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

Revise the first paragraph to read:

After opening and reading Proposals, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If

a minimum bid amount has been established for any item and the Bidder's unit or lump sum price is less than the minimum specified amount, the City will unilaterally revise the unit or lump sum price to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the City, will be used by the City for Award purposes and to fix the awarded Contract Sum and the amount of the Contract Bond(s).

Revise the third and fourth paragraphs of 1-03.1 to read as follows:

Within 5 days after the opening of Proposals (or such longer time as the City may grant in writing), a Bidder who wishes to claim error shall submit a notarized affidavit signed by the Bidder, accompanied by original work sheets used in the preparation of the Proposal, requesting relief from the responsibilities of Award.

The affidavit shall describe the specific error(s) and certify that the work sheets are the originals used in the preparation of the Proposal. The Engineer will review the certified work sheets to determine the validity of the claimed error and make recommendation to the City. If the City concurs in the claim of error, the Bidder will be relieved of responsibility, and the bid deposit of the Bidder will be returned. Thereafter, at the discretion of the City, all Bids may be rejected or Award made to next lowest and responsive Bidder.

Supplement 1-03.1 by adding the following:

1-03.1(2) Preference for Resident Contractors (******)

In accordance with RCW 39.04.380, if a Bid is received from a nonresident contractor from a state that provides a percentage bidding preference and does not have an office located in Washington, then a comparable percentage disadvantage will be applied to the Bid of that nonresident contractor.

1-03.2 Award of Contract

Revise 1-03.2 to read as follows:

Within 45 days after the opening of Bids, the City will act either to accept the Bid from the lowest responsive, responsible Bidder, or to reject all Bids. The City reserves the right to request extensions of such Bid acceptance period. If the lowest responsible Bidder and the City cannot agree on an extension by the 45 day deadline, the City reserves the right to award the Contract to the next lowest responsible Bidder or reject all Bids.

The acceptance of a Bid will be evidenced by a written Notice of Award of Contract delivered to the Bidder whose Bid is accepted, together with a request to furnish a bonds and evidence of insurance and to execute the Contract set forth in the Contract Documents. No Contract is formed until the Contract Execution Date.

1-03.3 Execution of Contract

Revise 1-03.3 to read as follows:

Successful Bidder has 14 calendar days after receiving the Notice of Award to complete the following:

- Provide to the City the information necessary to execute the Contract electronically. This information shall include contact information, including the full name, title, email address, and phone number for the authorized signer of the Bidder.

- Submit to the City two original paper payment bonds and two original paper performance bonds submitted on forms contained in Contract Documents and fully executed, with proper power of attorney document(s).
- Submit to the City in pdf format certificate of Insurance and additional insured endorsements in accordance with the Contract Documents.

After receipt of the information, bonds and insurance documents described above, the Contract will be entered into the City's AdobeSign system for execution. Contractor must execute the Contract within three business days after receipt from the City's AdobeSign System.

Until the City executes the Contract, no Bid shall bind the City nor shall any Work begin within the project limits or within City-furnished sites. The Bidder shall bear all risks for any Work begun outside such areas and for any materials ordered before the Contract is executed by the City.

If the Bidder experiences circumstances beyond its control that prevents delivery of the bonds and insurance documents within 14-calendar days after receipt of the Notice of Award or execution of the Contract within three business days after receipt from AdobeSign, the City may grant more time, provided the City deems the circumstances warrant it.

A Contract shall not be formed until the Contract is signed by the Mayor.

1-03.4 Contract Bond

Revise 1-03.4 to read as follows:

The Contractor shall provide a separate payment bond and performance bond, each in the amount of 100 percent of the Contract Sum and each in the form contained in the Contract Documents. These bonds shall serve as security for the faithful performance of the Work and as security for the faithful payment and satisfaction of the persons furnishing materials and performing labor on the Work. The bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of Washington. Such bonds shall remain in force throughout the period required to complete the Work, and thereafter for a period of 365 calendar days after Final Acceptance. The bonds must be executed by a duly licensed surety company, which is listed in the latest Circular 570 of the United States Treasury Department, as being acceptable as surety on federal bonds. No surety's liability on the bond shall exceed the underwriting limitations for the respective surety specified in Circular 570. The bonds must be signed by an officer of the Contractor empowered to sign binding instruments. The bonds must be accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The scope of the bonds or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of the Contractor to the City as set forth in the Contract Documents.

1-03.5 Failure to Execute Contract

Supplement 1-03.5 by adding the following:

In addition to the items listed in the first paragraph of 1-03.5, failure to have or obtain a City of Everett business license prior to executing the Contract, unless immediately cured by Bidder after notice from the City, shall result in forfeiture of the proposal bond or deposit of this Bidder.

1-03.6 Return of Bid Deposit

Supplement 1-03.6 by adding the following:

Within 15 calendar days after the Bids are opened, the City will return the bid deposit accompanying the Bids that are not to be considered in making the Award.

1-03.7 Judicial Review

Revise 1-03.7 to read as follows:

All protests by Bidders must be in accordance with Chapter 3.46 of the Everett Municipal Code, “Bid Protest Procedures.”

The exclusive venue of all lawsuits shall be in Snohomish County Superior Court.

1-04 SCOPE OF THE WORK

1-04.1 Intent of the Contract

Supplement 1-04.1 by adding the following:

1-04.1(3) Specifications and Plans (******)

1-04.1(3)A Interpretation of Specifications and Plans

The Specifications and Plans are intended to be explanatory and supportive of each other. Work specified on the Plans and not in the Specifications, or vice versa, shall be executed as if specified in both. In the event the Work to be done or matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall immediately ask the City’s Representative for further explanation and shall comply with such explanation. In the event of doubt or question arising respecting the true meaning of the Specifications or Plans, Contractor shall refer to the City’s Representative for its decision.

1-04.1(3)B Division of Specifications and Plans

Specifications and Plans are divided into groups for convenience. These divisions are not for the purpose of apportioning Work or responsibility for Work among Subcontractors, Suppliers, and manufacturers. The Contractor is responsible for all Work shown or described, regardless of location(s) in the Contract Documents.

1-04.1(3)C Discrepancies in Specifications and Plans

1-04.1(3)C(1) Errors and Omissions

If the Contractor becomes aware of any errors or omissions in the Contract Documents or in the City's field work, it shall immediately inform the City’s Representative in writing. The City’s Representative will promptly review the matter and if it finds an error or omission has been made; it will determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of Work called for in the Contract, the City will issue an appropriate Change Order. After discovery by the Contractor of an error or omission, related Work performed by the Contractor shall be done at its risk unless authorized by the City’s Representative and approved by the City.

1-04.1(3)C(2) Conflicting Provisions

In the event an item of Work is described differently in two or more locations on the Plans, in the Specifications and Special Provisions, the Contractor shall, upon request of the City’s Representative, submit in writing to the City’s

Representative the description upon which the Contractor relied in preparing its Bid or laying out the Work.

1-04.1(3)D Utilities

1-04.1(3)D(1) General

The City has endeavored to determine the existence of public and private utilities at the site of the Work from the records of the owners of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown on the Plans. The service connections to the gas, electric, cable TV and communication utilities are not shown on the Plans. Refer to 1-07.17 UTILITIES AND SIMILAR FACILITIES regarding Contractor's responsibility for locating and verifying underground public and private utilities.

1-04.1(3)D(2) Unknown/Incorrectly Marked Utilities

When a utility interferes with the Work and is either (1) not identified on the Plans or (2) located in a position significantly different from that specified on the Plans or in accordance with a particular utility's standard depth and location, Contractor shall follow the procedures of 1-04.7 DIFFERING SITE CONDITIONS (CHANGED CONDITIONS). Interference with the Work is defined as a utility that crosses or projects into the plane of the Work at an elevation between the top and bottom of the Work.

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

Revise the first and second paragraphs of 1-04.2 to read as follows:

The complete Contract includes Division C – CONTRACT, Division P – PROPOSAL, Division B – BID ITEM DESCRIPTIONS, Special Provisions, Contract Plans, Standard Specifications, Standard Plans in effect as of the date Bids are opened, Addenda, supplemental agreements, change orders, certifications and affidavits required by this Contract and by law, and Federal requirements that apply to this Contract and Project. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any Work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence:

1. Change Orders,
2. Addenda,
3. Division C – CONTRACT,
4. Division P – PROPOSAL,
5. Division B – BID ITEM DESCRIPTIONS
6. Special Provisions,
7. Contract Plans,
8. City's Standard Drawings (if any)
9. WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction,
10. WSDOT/APWA Standard Plans for Road, Bridge and Municipal Construction.

Revise the seventh paragraph of 1.04.2 to read as follows:

In case of any ambiguity or dispute over interpreting the Contract, the Engineer's decision will be final as provided in 1-05.1 AUTHORITY OF THE ENGINEER.

1-04.3 Reference Information

Revise 1-04.3 to read as follows:

Reference Information provided to the Contractor is not part of the Contract. The City of Everett does not guarantee the accuracy of the Reference Information and is not responsible for the content of the Reference Information in any manner. Any use of Reference Information by the Contractor is done solely at the Contractor's risk.

1-04.4 Changes

Delete 1-04.4 and substitute the following:

1-04.4 Changes

1-04.4(1) City's Right to Direct Changes to the Work
(******)

The City reserves the right to change the Work at any time. Such changes shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the Work as changed. Among others, these changes and alterations may include:

1. Deleting or omitting any part of the Work, Equipment, or material to be provided under this Contract,
2. Increasing or decreasing quantities,
3. Altering Specifications, designs, or both,
4. Altering the way the Work is to be done,
5. Adding new Work or Extra Work,
6. Altering facilities, Equipment, materials, services, or sites, provided by the City, and
7. Ordering the Contractor to accelerate or Delay the Work.

If the Contractor and City do not agree upon scope of Work changed or adjustment to the Contract Sum and Contract Time, the City may, at its sole option, unilaterally direct the Contractor to implement City directed change by notice. The City shall not pay or be responsible or liable for changes implemented by the Contractor without explicit notice from the City to proceed.

1-04.4(2) Extra Work
(******)

At its sole option, the City may (1) perform Extra Work itself, (2) employ others to do it, (3) direct the Contractor to perform the Extra Work at existing unit Bid price, (4) direct the Contractor to perform the Extra Work at a mutually agreed upon price, or (5) direct the Contractor to perform the Extra Work on a Force Account basis.

1-04.4(3) Change Orders
(******)

Changes to the Work may result in an increase or decrease in Contract Sum, as provided in 1-09.4 Equitable Adjustment. Requests for an increase in Contract Time shall be made as provided in 1-08.3 PROGRESS SCHEDULE as applicable. Substantial changes in Contract Time, Contract Sum or Work will often be negotiated and agreed between the Contractor and City before the City directs the Contractor to proceed with the change.

If the Contractor and City agree on the scope of Work and any changes to Contract Sum and Contract Time, the Contractor and City shall execute an agreed Change Order. However, if the Contractor and City do not agree, the City may, in its sole discretion, issue a unilateral Change Order in the form attached to the Contract Documents changing the scope of Work and making any adjustments to the Contract Sum pursuant to 1-09.4 EQUITABLE ADJUSTMENT and Contract Time pursuant to 1-08.8 EXTENSIONS OF TIME in such amount and for such time as the City believes appropriate. Contractor agrees to use the agreed Change Order form attached to the Contract Documents. The Contractor accepts all requirements, terms and conditions of a Change Order by: signing it; writing a separate acceptance; or by failing to notify the City immediately in writing that Contractor disagrees with the Change Order and does not intend to be bound by its terms.

The Contractor waives and is estopped from denying its agreement with any unilateral Change Order for which the Contractor does not immediately give Notice to the City as provided in 1-04.5 NOTICE BY CONTRACTOR in these Special Provisions and submitting a Contract Claim as provided in 1-09.11(2) CONTRACT CLAIMS in these Special Provisions. A unilateral Change Order that is not timely protested as provided in this section shall be full payment and final settlement of all asserted and unasserted Contract Claims for Contract Time and all costs of any kind, including costs of Delays, inefficiencies and impacts, related to, arising out of, or resulting from, any Work described in the Change Order.

The Contractor shall obtain written consent of the Surety or Sureties if the City's Representative requests such consent.

1-04.4(4) Value Engineering and Cost Sharing (******)

The Contractor may submit proposals for changing the Plans, Specifications, or other requirements of the Contract Documents and the City, in its sole discretion, may accept or reject such proposals. If accepted by the City and if the proposal decreases the direct, actual costs of constructing the Work, the Contract Sum shall be reduced by fifty percent (50%) of the direct, actual construction cost saved. Because the City has the sole discretion whether to consider, accept or reject the Contractor's proposal and the Contractor has no right to require the City to consider or accept such proposals, the City's decision is not reviewable by any court. This subsection applies only to change proposals initiated solely by the Contractor, or its Subcontractors and suppliers, and does not apply to change proposals requested or initiated by the City or the City's Representative. The City is not obligated or required to consider any Contractor initiated change proposals and may, in its sole discretion, refuse to do so. Under no circumstances shall the Contractor be entitled to additional compensation arising out of, or related to, the City's refusal to consider or approve a Contractor initiated change proposal. The Contractor shall do none of the following without the express written agreement of the City: fail to perform any Work; commence Work on proposed change; reduce its resources assigned to performance of the Work in order to prepare a change proposal or in anticipation of approval of a change proposal; adjust or change the project schedule or take action or fail to take action that would affect the Completion Date of the Work; take action or fail to take action arising out of the Contractor's change proposal that would result in the Contractor seeking an adjustment upward of the Contract Sum.

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

Delete all of 1-04.5 and substitute the following:

1-04.5 Notice by Contractor

(******)

1-04.5(1) When Notice Must Be Given

Whenever:

1. The Contractor disagrees with any requirement, direction, interpretation or determination by the City or City's Representative;
2. The Contractor disagrees with anything required in a change order, or the Engineer's Written Determination or decision for which the Contractor believes it is entitled to an increase in the Contractor price or time;
3. The Contractor knows, or should with the reasonable exercise of ordinary care know, of a differing site condition as provided in 1-04.7 DIFFERING SITE CONDITIONS (CHANGED CONDITIONS);
4. The Contractor knows, or should with the reasonable exercise of ordinary care know, of a Delay or an event that may cause a Delay;
5. The Contractor believes, or with the reasonable exercise of ordinary care should believe, it is entitled to an adjustment of Contract Sum or Time, even if the total or exact amount or impact cannot yet be determined;
6. The Contractor believes it is required or directed to perform work that is outside the scope of the Contract Documents; or
7. An event occurs, or fails to occur, that the Contractor believes, or should reasonably foresee, may result in a Contract Claim; or
8. The actual quantities of Unit Price Work vary sufficiently from the original estimate that Contractor may be entitled to an equitable adjustment of Contract Sum as provided in 1-04.6 VARIATION IN INCREASED OR DECREASED QUANTITIES;

The Contractor shall immediately give Notice to the City or City's Representative as provided in this section and elsewhere in the Contract Documents and Specifications.

Timely and adequate Notice is a condition precedent to a Contract Claim.

Requests for extensions of Contract Time shall be made and evaluated in accordance with 1-08.3 PROGRESS SCHEDULE and 1-08.8 EXTENSIONS OF TIME.

Irrespective of any request for additional compensation or Contract Time or a Contract Claim that Work is extra and not part of the original scope of Work, the Contractor shall proceed expeditiously and promptly with the Work as the City orders.

If the Contractor fails to follow the procedures of this Contract, including failing to give Notice, the Contractor completely waives any Contract Claims. In its sole discretion, the City may waive strict compliance with procedures, but any such waiver of one or more items or elements does not waive the necessity for Contractor's strict compliance with any other item or element, nor shall such waiver be admissible in any legal proceeding for any reason.

1-04.5(2) Form of Notice

The Notice shall be in writing and include the following minimum information:

1. A complete and accurate description of the event(s) giving rise to the Notice, including dates, times, and locations;
2. A preliminary list of persons involved in such event;
3. A statement whether the Contractor believes the event may result in a Contract Claim for additional Contract Time or adjustment of the Contract Sum;
4. A date by which Contractor shall begin providing Supplemental Information as provided in this section.

1-04.5(3) Supplemental Information

Contractor shall supplement the written Notice as soon as possible with a written statement providing the following:

1. The date of the event, incident, direction, instruction, interpretation or determination;
2. The nature and circumstances giving rise to the Notice;
3. The contract provisions relating to the event, incident, direction, instruction, interpretation or determination;
4. The estimated dollar cost, if any, of the Extra Work, Delay, change or disruption and detailing how the dollar amount estimate was determined; and
5. An analysis of the progress schedule showing the impact to the schedule resulting from the change or disruption, if the Contractor is asserting a schedule change or disruption;

Throughout any work related to a Notice, the Contractor shall keep complete and accurate records of costs, expenses, and time incurred for which Contractor will or may seek an adjustment. Contractor waives and is estopped from seeking an adjustment of Contract Sum or Contract Time where Contractor fails to keep and maintain cost, timekeeping, and scheduling records segregated and contemporaneously allocated to the subject work for which an adjustment is sought. For example, failure to keep contemporaneous labor and equipment time records specifically and only allocated to each item of claimed Extra Work shall constitute a waiver of any Contract Claim for reimbursement or additional Contract Time for each such item of Extra Work. The Contractor shall permit the City access to these and any other records needed for evaluating requests for additional Contract Time or Contract Sum.

1-04.5(4) Contract Claim

A Contractor dissatisfied with the City's response or (non-response) to a Notice provided under Section 1-04.5 completely waives any claims related to such Notice unless the Contractor submits a Contract Claim in accordance with Section 1-09.11.

1-04.7 Differing Site Conditions (Changed Conditions)

Delete all of 1-04.7 and substitute the following:

Upon discovery and before such conditions are disturbed, the Contractor shall promptly provide Notice to the City's Representative of:

Pre-existing subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

Pre-existing unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract.

Upon written request, the City's Representative shall determine whether the actual conditions encountered by the Contractor conditions are materially different and, if so, are the cause of a material increase or decrease in the Contractor's cost of performance of the Work, or extend the duration of the critical path of the schedule. Upon such determination, the City's Representative will make an adjustment of Contract Sum or Contract Time, as appropriate. Extensions of Contract Time will be evaluated in accordance with 1-08.3 PROGRESS SCHEDULE.

The City's Representative's determination that differing site conditions do not exist and/or the appropriate adjustment in Contract Sum or Contract Time (if any) shall be final. If there is a decrease in the cost or time required to perform the Work, failure of the Contractor to notify the City's Representative of the differing site condition shall not affect the City's right to make an adjustment in the Contract Sum or Contract Time. Additionally, no Contract Claim or adjustment of Contract Sum or Contract Time shall be allowed unless the Contractor has followed the procedures provided for in this Contract, including, but not limited to, furnishing timely Notice of the event and its effect on Contract Time and Contract Sum as required herein.

Contractor shall in no event be entitled to a Contract Claim or adjustment of Contract Sum or Contract Time based on an allegation that the pre-existing subsurface or latent physical conditions at the site differ materially from those indicated in this Contract unless Contractor establishes that it reasonably relied on the conditions indicated in this Contract when making its bid, that the actual conditions encountered on the site differed materially from those indicated in this Contract, and that such materially-different conditions were not foreseeable at the time of its bid.

1-05 CONTROL OF WORK

1-05.1 Authority of the Engineer

Delete 1-05.1 and substitute the following:

1-05.1 City

(******)

The City, and the City's Representative, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the Contract. It is expressly stipulated that the Plans, Specifications, and other Contract Documents set forth the requirements as to the nature of the completed Work and do not purport to control the method of performing Work except in those instances where the nature of the completed Work is dependent on the method of performance.

The City has the authority to act, do, perform, and make all decisions and actions authorized by the Contract Documents, including, but not limited to, Change Orders, progress payments, contract decisions, acceptability of the Contractor's Work, and early possession. The City has the authority to accept or reject requests for progress payments that have been submitted by the Contractor and recommended by the City's Representative. The City has the authority to make determinations of the acceptability of the Work. The City also has the authority to accept or reject the City's Representative's recommendations regarding retention of defective Work.

1-05.1(2) *Requests for Information (RFI)*

No Claim shall be allowed because of ambiguities in the Contract if:

1. The Contractor discovers an ambiguity but fails to notify the City, or
2. The Contractor failed to discover a patent ambiguity that would be discovered by a reasonably prudent Contractor.

If the Contractor discovers an ambiguity in the Contract or desires an explanation or interpretation of the Contract, the Contractor shall request the explanation or interpretation in writing by way of a Request for Information (RFI). The RFI shall clearly define the ambiguity and have enough detail for the Engineer to provide an explanation or interpretation. If such detail is not provided, the Engineer will return the RFI as incomplete. Should the RFI require a change to the Contract, the Contractor will indicate in the RFI that it includes a request for change (RFC).

A RFI shall not be used nor constitute a notice required in accordance with Sections 1-04.5 and 1-04.7. The Contractor may submit an RFI for the one of following reasons:

1. The Contractor believes there is information missing from the Contract Documents (Missing Information).
2. The Contractor believes a clarification of one or more of the Contract requirements is necessary (Clarification).
3. The Contractor needs to repair or otherwise correct a deficiency in the Work that requires a Change to the Contract to be acceptable (RFC – Construction Deficiency/ Repair procedure). Requests submitted for this reason shall be submitted in accordance with Section 1-05.7(1).
4. The Contractor needs to substitute a material that provides an equal or better level of performance as the one specified in the Contract (RFC – Material Substitution). Requests shall indicate the location(s), quantity, and shall describe how the material provides an equal or better level of performance as the material originally specified.
5. The Contractor may submit a RFI that requests a change to the Contract requirements for a reason other than one listed in items 1-4 of this section (RFC – Other). To be considered, the request must not meet the requirements of a Value Engineering Change Proposal. To be considered, the request shall describe how the change is beneficial to the project

Unless otherwise determined by the City in writing, the Engineer will respond, in writing, to RFIs within 14 calendar days in the order they are received. If the Engineer cannot respond within 14 calendar days due to the nature and complexity of the RFI, the Engineer will respond to the RFI stating how many additional days are needed for a full response. This does not relieve the Contractor of its responsibility to request a time extension in accordance with Section 1-08.8. If the Contractor needs to prioritize a RFI it shall indicate so as part of the RFI. Oral explanations, interpretations, or instructions given by anyone other than the Engineer will not be binding on the Contracting Agency. A response to a RFI shall be considered a Written Determination.

If the Contractor's Request for Information requires a change order, the Engineer's response will indicate whether they are authorizing the Contractor to proceed with the changed work prior to an executed change order. Without this authorization, the Contractor shall not proceed with the changed work until a Change Order has been processed. If the Contractor believes the response requires a change order and the Engineer does not specifically state that a change order is necessary, the Contractor shall submit its Notice in accordance with Section 1-04.5. Proceeding without Notice shall waive the Contractor's rights to Claim.

The Contractor shall bear all risk and all costs of any Work delays caused by rejection or non-approval of any RFI that Requests a Change (RFC). The Contractor agrees the Engineer is under no obligation to accept an RFC. The Engineer's decision to accept or reject all or part of a RFI that requests a change is final and not subject to protest.

Unit Bid prices shall cover all costs of submitting RFIs.

1-05.2 Authority of Assistants and Inspectors

Delete 1-05.2 and substitute the following:

1-05.2 City's Representative (******)

The City's Representative shall be satisfied that all the Work is being done in accordance with the requirements of the Contract. The Contract and Specifications give the City's Representative authority over the Work. Whenever it is so provided in this Contract, the decision of the City's Representative shall be final.

The City's Representative's decisions will be final on all questions including, but not limited to, the following:

1. Quality and acceptability of materials and Work;
2. Measurement of Work, whether lump sum, Force Account, or unit price;
3. Acceptability of rates of progress on the Work;
4. Interpretation of Plans and Specifications;
5. Determination as to the existence of changed or differing site conditions;
6. Fulfillment of the Contract by the Contractor;
7. Payments under the Contract including adjustment;
8. Suspension(s) of Work;
9. Termination of the Contract for default or public convenience; and
10. Approval of working or detail Plans and Submittals.

If the Contractor fails to respond promptly to the requirements of the Contract or orders from the City's Representative:

1. The City's Representative may use the City's resources, other contractors, or other means to accomplish the Work, and
2. The City will not be obligated to pay the Contractor, and will deduct from the Contractor's payments, costs that result when other means are used to carry out the Contract requirements or City's Representative's orders.

At the Contractor's risk, the City's Representative may suspend all or part of the Work if:

1. The Contractor fails to fulfill Contract terms, to carry out the City's Representative's orders, or to correct unsafe conditions of any nature; or
2. It is in the public interest.

The City's Representative and City shall have complete access to the Work and to the site of the Work and to the places where Work is being prepared or where materials, Equipment, and machinery are being obtained for the Work. If requested by the City's Representative or City, the Contractor shall provide the assistance necessary for obtaining such access, and shall provide information related to the inspection of construction. Absence of such access or information, as needed, may result in the City's refusal to accept the Work.

The City's Representative has the authority to recommend Change Orders, but does not have authority to approve Change Orders. Proposed Change Orders are subject to review and approval by the City. No proposed Change Order or any change of Contract Sum or Contract Time is effective or binding upon the City unless and until the Mayor or its designee signs it, as authorized by City Council or by ordinance.

To detail and illustrate the Work, the City's Representative may furnish to the Contractor additional drawings and explanations consistent with the original Plans. The Contractor shall perform the Work according to these additional drawings and explanations.

The City's Representative may appoint assistants and inspectors to assist in determining that the Work and materials meet the Contract requirements. Assistants and inspectors have the authority to reject defective material and suspend Work that is being done improperly, subject to the final decisions of the City's Representative or, when appropriate, the City.

Assistants and inspectors are not authorized to accept Work, to accept materials, to issue instructions, or to give advice that is contrary to the Contract. Work done or material furnished that does not meet the Contract requirements shall be at the Contractor's risk and shall not be a basis for a Contract Claim even if the inspectors or assistants purport to change the Contract.

Assistants and inspectors may advise the Contractor of any faulty work or materials or infringements of the terms of the Contract; however, failure of the City's Representative or the assistants or inspectors to advise the Contractor does not constitute acceptance or approval.

1-05.3 Working Drawings

Revise the second paragraph to read as follows:

1. Type 1 – Submitted for City information. Submittal must be received by the City a minimum of 7 working days before Work represented by the submittal begins.

2. Type 2 – Submitted for City review and comment. Unless otherwise stated in the Contract, the Engineer will require up to 15 working days from the date the Working Drawing is received until it is returned to the Contractor. The Contractor shall not proceed with the Work represented by the Working Drawing until comments from the Engineer have been addressed.

3. Type 2E – Same as a Type 2 Working Drawing with Engineering as described below.

4. Type 3 – Submitted for City review and approval. Unless otherwise stated in the Contract, the Engineer will require up to 20 working days from the date the Working Drawing is received until it is returned to the Contractor. The Contractor shall obtain the Engineer's written approval before proceeding with the Work represented by the Working Drawing.

5. Type 3E – Same as a Type 3 Working Drawing with Engineering as described below.

Supplement 1-05.3 as follows:

The Contract Documents include Plans that show such details as are reasonably necessary to give a comprehensive understanding of the Work. The Contractor shall submit alterations affecting the requirements and information in the Plans in writing to the Engineer for approval prior to performing such Work.

The Engineer may supplement the Plans with additional drawings and explanations, consistent with the purpose and intent of the original Plans, to detail and illustrate the Work. The Contractor shall perform the Work according to these supplemental drawings and explanations.

In addition to supplemental drawings furnished by the Engineer, the Contract Documents may also be supplemented by Type 1, Type 2 or 2E, and Type 3 or 3E Working Drawings prepared by the Contractor, material supplier, or manufacturer, when necessary or as required by the Contract Documents to detail and illustrate portions of the Work. All types of Working Drawings shall be reviewed by the Engineer before work pursuant to those Working Drawings is performed. Type 3 and 3E Working Drawings may include, and not be limited to, shop details, erection plans, masonry lay-out diagrams, reinforcing steel and bending diagrams, post tensioning plans, shoring, cribbing, cofferdam, or falsework plans, formwork plans, or hydraulic items. Type 2 and 2E Working Drawings may include, and not be limited to, Catalog cuts or standard plans for commonly used manufactured items.

The Contractor shall be fully responsible for the accuracy of dimensions and details on Working Drawings, and for complete conformity with the Contract Documents, even if the Working Drawings have been approved by the Engineer, or if the Contractor and the Engineer agree on dimensions and details. The City does not accept Working Drawings as accurate or adequate, and does not take responsibility for, or warrant that Working Drawings will meet Contract requirements.

Engineer's review of Working Drawings shall not relieve Contractor from responsibility for variation from the requirements of the Contract Documents unless Contractor has in writing called the Engineer's attention to each such variation at the time of submission, and the Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the returned Working Drawing; nor will review by Engineer relieve Contractor from responsibility for errors or omissions in the Working Drawings or from responsibility for having complied with the provisions of this section.

The Bid prices shall include all costs for furnishing Working Drawings and Submittals.

The following listed sections of the Standard Specifications and Special Provisions require Working Drawings that may or may not be applicable to this specific project. This list is supplied as an aid to the Contractor and is by no means complete. Submittal requirements may be found in 1-05.3(1) or elsewhere in these Special Provisions.

DIVISION 1 GENERAL REQUIREMENTS

1-07.1(2) Health and Safety – Safety and fall protection work plan

DIVISION 2 EARTHWORK

2-09.3(3)D Shoring, Cribbing, and Cofferdams-Shop Drawings

DIVISION 6 STRUCTURES

6-01 General Requirements

6-01.9 Working Drawings

6-03 Steel Structures

6-03.3(7) Shop Plans

6-03.3(25) Welding and Repair Welding-Shop Drawings

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

7-09 Water Mains

7-09.2 Materials-Catalog Cuts or Standard Plans

7-12 Valves For Water Mains

7-12.2 Materials-Catalog Cuts or Standard Plans

Deviations from Standard Plans will be subject to a Working Drawing submitted by the Contractor and approved by the Engineer. Where a Working Drawing is required by the Specifications, related Work performed prior to completion of the Engineer's review of the pertinent submission will be the sole expense and responsibility of the Contractor.

Supplement 1-05.3 by adding the following:

1-05.3(1) Submittals
(******)

Where required by the Contract Documents, the Contractor shall submit information, such as Working Drawings that will enable the City's Representative to advise the City whether the Contractor's proposed materials, Equipment or methods of work are in general conformance to the design concept and in compliance with the Plans and Specifications. Approval or acceptance of a Submittal does not relieve Contractor from complying with Contract requirements. The City's approval of a Submittal does not constitute a waiver of the Contract requirements. The City will not be obligated to accept or pay for Work performed by the Contractor that may be affected by materials, Equipment, or methods of work not submitted in a timely manner so that final review can be accomplished before the affected Work is complete. The City shall not be responsible for Delays, inefficiencies, or any additional costs or expenses caused in whole or in part by Contractor's failure to submit required information in sufficient time for review, comment, and correction. Contractor's failure to submit required information in sufficient time for review, comment and correction shall be deemed a waiver of any and all Contract Claims for adjustment of Contract Sum or Contract Time arising out of, or related to, such a Submittal. Contractor acknowledges and agrees that it may not rely upon receiving the City's response to a Submittal in less than 14 calendar days, unless the City explicitly changes this section by a signed Change Order.

1-05.3(2) Requests for Information
(******)

Requests for information or clarification from the Contractor to the City shall be treated as a Submittal pursuant to 1-05.3(1) SUBMITTALS.

1-05.4 Conformity With and Deviations From Plans and Stakes

Delete all of 1-05.4 and substitute the following:

The Contractor shall be responsible for setting and maintaining all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, surfacing, paving, channelization, illumination, signing, bridges, and retaining walls, if such construction is included in this Project. Except for the survey control data to be furnished by the City, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. The Contractor shall provide the City with copies of such calculations and staking data when requested by the Engineer. Copies of the City provided survey control data are available for the Bidder's inspection at the office of the Project Engineer.

Any staking requirements for the Project that do not fit field conditions will be reviewed and if necessary adjusted by the Engineer. Any necessary revisions to the staking information will be provided to the Contractor for use in completing the Work.

Stakes, marks, and other reference points, including existing monumentation, set by the City shall be carefully preserved by the Contractor. The Contractor will be charged for the costs of replacing stakes, markers and monumentation that were not to be disturbed but were destroyed or damaged by the Contractor's operations. This charge will be deducted from monies due or to become due to the Contractor.

To facilitate the establishment of these lines and elevations, the City will provide the Contractor with the following survey control:

ROADWAY, SURFACING AND PAVING

Establish elevation benchmarks and center or base line alignment control points for the mainline, one time only. Provide right of way stakes where applicable.

Provide rights-of-way, easements, or right-of-entry.

Provide the Contractor with technical advice if requested.

Computed grades where needed.

Provide horizontal and vertical curve data.

One copy of transit notes showing reference to horizontal and vertical control points.

OTHER STRUCTURES

Centerline or offset coordinates to centerline of the structure.

A sufficient number of benchmarks for levels to enable the Contractor to set grades at reasonably short distances.

Monuments and control points as shown on the Plans.

The Contractor shall give the City three weeks notification to allow adequate time to provide the above data.

The Contractor shall ensure a surveying accuracy within the following tolerances:

1.	Slope stakes	±0.1 foot
2.	Subgrade blue tops	±0.01 foot
3.	Stationing	±0.01 foot
4.	Alignment	±0.01 foot
5.	Surfacing red & yellow tops	±0.01 foot
6.	Superstructure elevations	±0.01 foot (from plan elevations)
7.	Substructure	±0.02 foot (from plan elevations)

The Contractor shall slope stake the roadway before any construction may proceed. Slope stakes shall be set at 50' maximum intervals on tangents and 25’ on curves.

Subgrade bluetops and surfacing red and yellow tops shall be set at 50' intervals in tangent sections, 25' intervals in curve sections, and 10' intervals in intersection radii.

The Contractor's surveyor shall be a licensed surveyor in the State of Washington. The Contractor shall keep updated survey field notes in a standard field book and in a format set by the Engineer. These field notes shall include all survey work performed by the

Contractor's surveyor in establishing line, grade, and slopes for the construction work. Copies of these field notes shall be provided to the Engineer upon request and upon completion of the Contract Work; the field book shall be submitted to the Engineer and become property of the City.

If the survey work provided by the Contractor does not meet the standards of the Engineer, then the Contractor shall, upon the Engineer's written request, remove the individual or individuals doing the survey work and the survey work will be completed by the Engineer at the Contractor's expense. Costs for completing the survey work required by the Engineer will be deducted from monies due or to become due the Contractor.

The City may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking and testing as described elsewhere, and do not relieve the Contractor of the responsibility of producing a finished product that is in accordance with the Contract.

In all disputes concerning accuracy of lines and elevations, the City shall be assumed correct and the Contractor shall correct the discrepancies before construction work may proceed. No additional compensation will be paid for this corrective Work.

Payment: The lump sum contract price for “Surveying” shall be full pay for all costs involved in furnishing all labor, tools, survey instruments, materials, and other equipment necessary for the setting and maintaining of the alignment and grade as specified.

1-05.6 Inspection of Work and Materials

Supplement 1-05.6 by adding the following:

1-05.6(1) Demonstration of Compliance with Contract Requirements (******)

The burden of proving the constructed Work complies with the Contract Documents shall be on the Contractor at all times. The Contractor shall grant the City’s Representative access to the Work and work site and to places where Work is being prepared, or where materials, Equipment, or machinery are being obtained for the Work. The Contractor shall provide information requested by the City’s Representative in connection with inspection work.

If the Contract Documents, laws, ordinances, or public regulatory authority requires parts of the Work to be specially inspected, tested, or approved, the Contractor shall give the City’s Representative be not less than two working days prior written Notice of the availability of the subject Work for examination.

Inspection and quality control tests performed on the Contractor’s work by the City’s Representative shall not relieve the Contractor of its responsibility for errors or lack of quality therein and shall not be regarded as an assumption of risks or liability by the City’s Representative for the Contractor's compliance with these Contract Documents. Contractor remains responsible and liable for all errors, defects or a lack of quality not discovered by inspection or observation.

1-05.6(2) Manufacturer's Directions (******)

Manufactured articles, material and Equipment shall be transported, stored, applied, installed, connected, erected, adjusted, tested, operated and maintained as recommended by the manufacturer, unless otherwise specified in these Special Provisions. Contractor shall provide manufacturer's installation instructions and procedures to the City prior to installation of the manufactured articles, material, and Equipment.

1-05.6(3) Materials and Equipment Furnished by City (******)

Contractor shall install materials and Equipment furnished by the City as provided in the technical sections of the Specifications. Furnishing of material and Equipment by the City will be considered conclusive evidence of their acceptability for the purpose intended. If the Contractor discovers defects in material or Equipment furnished by the City, it shall immediately notify the City. After such discovery, the Contractor shall not proceed with Work involving City-furnished materials and Equipment unless authorized by the City. Unless otherwise noted or specifically stated, materials and Equipment furnished by the City, that are not of local occurrence or manufacture, are considered to be "FOB" railroad station or truck terminal nearest to the site of the Work. At no cost to the City, the Contractor shall unload, transport, store, and protect such material and Equipment from damage. The Contractor shall inspect such City-furnished material and Equipment on receipt and provide the City with written acceptance for the incorporation of said material and Equipment into the Work. After receipt by the Contractor, the Contractor bears all risk of loss and casualty to City furnished materials and Equipment.

1-05.7 Removal of Defective and Unauthorized Work

Supplement 1-05.7 by adding the following:

If the Contractor fails to remedy defective or unauthorized Work within the time specified in a written notice from the Engineer, or fails to perform Work required by the Contract Documents, the Engineer may correct and remedy such Work as may be identified in the written notice, with City forces or by such other means as the City 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 City or other forces. An emergency situation is a 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 City 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.

In its sole discretion, the City may retain Work that is not in compliance with the Contract. The City will determine the just and reasonable value for such defective Work and deductions will be made in the payments due or to become due to the Contractor. Final Acceptance will not act as a waiver of the City's right to recover from the Contractor an amount representing the deduction for retention of defective Work.

No adjustment in Contract Time or Contract Sum will be allowed because of the Delay in the performance of the Work attributable to the exercise of the City's rights provided by this section.

The rights exercised under the provisions of this section shall not diminish the City'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.

1-05.10 Guarantees

Supplement 1-05.10 by adding the following:

The Contractor further warrants to the City, the Engineer and the City's Representative that all materials and Equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the City, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. If required by the City's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and Equipment.

The Work furnished shall be of first quality and the workmanship shall be the best obtainable in the various trades. The Work shall be of safe, substantial, and durable construction in all respects. For a period of 365 calendar days, commencing on the date of Final Acceptance, the Contractor shall, upon the receipt of Notice in writing from the City, promptly make all repairs arising out of defective materials, workmanship, or Equipment at no cost to the City. The City is hereby authorized to make such repairs if, 14 calendar days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of an emergency where, in the opinion of the City, delay could cause serious loss or damage, repairs may be made prior to or concurrent with notice being sent to the Contractor. All costs and expenses incurred by the City in connection with repair or replacement of Contractor's Work under this Section, including but not limited to the cost of materials, Equipment, other contractor costs, additional staff costs (including overtime), inspection, design and construction management service costs shall be fully reimbursed to the City by the Contractor.

"Acceptance of the Work" shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract that has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The City and the Contractor agree that the guarantee on the completed portions of the Work possessed and used by the City shall commence as to those portions on the date that the City takes possession of those portions and so notifies the Contractor in writing. City and Contractor further agree that such taking possession and use shall not be deemed as acceptance of the Work. Takeover of completed portions of the Work shall be at the City's option and will not be made until the Work can be put into routine service on a permanent basis.

The guarantee provided herein shall be in addition to those specific guarantee or warranty requirements for particular Equipment or Work items, or both, as indicated in the Specifications and Special Provisions.

1-05.11 Final Inspection

Delete 1-05.11 and substitute the following:

1-05.11 Final Inspections and Operational Testing (******)

1-05.11(1) Substantial Completion Date

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

completion. The Engineer may also establish the Substantial Completion Date unilaterally.

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

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 seven 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 1-05.7 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK.

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 under the authority of the Contract.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the City, 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 City 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 Documents 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 that prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and

Equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

1-05.12 Final Acceptance

Delete all of 1-05.12 and substitute the following:

The Contractor shall perform all the obligations under the Contract before the completion date can be established. A certificate of completion of the Work issued by the City will establish the completion date and certify the Work as complete. The following shall occur before the completion date can be established:

The Final Contract Voucher Certification shall be signed by the Contractor verifying agreement to the final contract price.

The physical work on the Project shall be complete.

The Contractor shall furnish all documentation required by the Contract and required by law, necessary to allow the City to certify the Contract as complete.

A certificate of completion for the Work, signed by the City, will constitute acceptance of the Work. The issuance of this certificate of completion will not constitute acceptance of unauthorized or defective Work, Equipment, or materials.

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the City against any claim or loss resulting from the failure of the Contractor, or the Subcontractors or lower tier subcontractors, to pay all laborers, mechanics, Subcontractors, materialpersons, or any other person who provides labor, supplies, or provisions for carrying out the Work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

Failure of the Contractor to perform all of the Contractor's obligations under the Contract shall not bar the City from unilaterally certifying the Contract complete so the Engineer may calculate a final contract price as provided in 1-09.9 PAYMENTS.

1-05.13 Superintendents, Labor, and Equipment of Contractor

Delete 1-05.13.

1-05.14 Cooperation With Other Contractors

Delete all of 1-05.14 and substitute the following:

Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the Project area. The Contractor shall ascertain to its own satisfaction the scope of the Project and the nature of any other contracts that have been or may be awarded by the City in the construction of the Project, or to the end that the Contractor may perform this Contract in the light of such other contracts, if any.

The Contractor shall not cause unnecessary hindrance or Delay to others working on this or other projects. If the performance of a contract for the Project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the Engineer will decide which Contractor shall cease Work temporarily and which

Contractor shall continue, or whether the Work under the contracts can be coordinated so that the contractors may proceed simultaneously. On all questions concerning conflicting interest of contractors performing related Work, the decision of the Engineer shall be binding upon all contractors concerned and the City, the Engineer, the City's Representative, and their consultants shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the Award or performance or attempted performance of any other contract or contracts on the Project or caused by a decision or omission of the Engineer respecting the order of precedence in the performance of the contracts.

If, through acts of neglect on the part of the Contractor, any others suffer loss or damage on the Work, the Contractor agrees to resolve such loss or damage fairly and expeditiously. If such other shall assert any claim against the City, the Engineer, the City's Representative, or their consultants on account of any damage alleged to have been so sustained, the City shall notify the Contractor, who shall hold harmless, indemnify, and defend the City, Engineer, the City's Representative, and their consultants, and each of their directors, officers, employees, and agents against any such claim, including all attorney's fees and any other costs incurred by the indemnified parties relative to any such claim.

The Contractor shall coordinate its work with other contractors and utility companies that may have facilities in the Project area and cooperate with them. The Contractor shall also coordinate its activities with the City; and no water mains, individual water services, street, or private driveways may be closed off without a minimum of five working days' notice to the City and the private property owner. Should the property owner or the City have adequate reason, as determined by the Engineer, to avoid access or water service shutoff at the scheduled time, the Contractor shall reschedule its work to meet the new condition.

Final grading to subgrade and subgrade preparation in those areas disturbed by the utilities companies shall be the responsibility of the Contractor and included in the street construction and no additional compensation will be paid.

The Contractor shall cooperate with the utility companies and their subcontractors and so conduct its operations that the necessary construction of their facilities can be accomplished to the mutual satisfaction of the City of Everett and the utility companies.

Supplement Section 1-05 by adding the following new subsections:

1-05.16 Water and Power (******)

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.

Contractor shall pay all power and water costs until Substantial Completion, whether such power or water is provided by temporary or permanent facilities. City shall not be liable for any costs or Delays arising out of or caused by the availability or lack of availability of permanent power or utilities.

1-05.17 Oral Agreements (******)

No oral agreement, representation, or conversation with or by any officer, agent, or employee of the City, 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, representation or conversation shall be considered as unofficial information and in no way binding upon the City, unless subsequently put in writing and signed by the City.

1-05.18 Contractor
(******)

1-05.18(1) Contractor's Representative

The Contractor shall notify the City in writing of the name of the person who will act as the Contractor's representative, will have the authority to act in matter relating to this Contract, and will be delegated with authority to act as the Contractor's emergency contact. This person shall have authority to carry out the provisions of the Contract and to supply materials, Equipment, tools and labor without delay for the performance of the Work.

Contractor shall employ and keep on site on a full time basis personnel experienced in the management of construction of projects of this size and type. These shall include, but not be limited to, a project manager and superintendent. Unless the City agrees otherwise in writing, neither the Contractor's project manager nor the superintendent shall have supervisory responsibility for other projects for the Contractor while assigned to this Project. Contractor shall employ and assign such additional, full time office, support and engineering personnel to support the project manager and superintendent and allow timely completion of the Project. The project manager and superintendent shall be approved by the City, and such approval shall not be unreasonably withheld. Contractor shall submit personnel qualifications within seven (7) days of Contractor's execution of the Contract. Basis for disapproval include, but are not limited to, lack of sufficient experience managing the construction of similar type or size projects or relationships on other projects unsatisfactory to the City or, if the Project is subject to supplemental bidder responsibility criteria and such criteria contain personnel qualifications, the personnel differ from those named by Bidder in its pre-Award supplemental bidder responsibility criteria submittals. City may require removal and replacement of Contractor's supervisory staff who are disruptive or who appear to lack sufficient competence to complete the Project successfully.

1-05.18(2) Construction Procedures

The Contractor shall supervise and direct the Work and determine the means, methods, techniques, sequences and procedures of construction, except in those instances where the City, to define the quality of an item of Work, specifies in the Contract a means, method, technique, sequence or procedure for construction of that item of Work. The Contractor shall execute Work in conformity with the standard practice of the trade.

1-05.18(3) Responsibilities

1-05.18(3)A Manufacturers and Suppliers

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of manufacturers, Suppliers, and their employees.

1-05.18(3)B Contractor's Employees

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of its employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the Work assigned to them.

1-05.18(3)C Payment for Labor and Materials

The Contractor shall pay and require its Subcontractors to pay any and all accounts for labor including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause its Subcontractors to pay any and all accounts for services, equipment, and materials used by him and its Subcontractors during the performance of Work under this Contract. The Contractor shall pay such accounts as they become due and payable. If requested by the City, the Contractor shall promptly furnish proof of payment of such accounts to the City.

1-05.18(3)D Attention to Work

The Contractor, either in person or acting through its representative, shall give personal attention to and shall manage the Work so that it shall be prosecuted faithfully and completed under the Project schedule. When its representative is not personally present at the Project site, its designated alternate shall be available and shall have the authority to act in matters relating to this Contract.

Where detailed construction requirements are not set forth in the Standard Specifications or these Special Provisions, the Contractor shall perform the Work of a quality comparable to the workmanship specified for other parts of the Work, from firms having established good reputations for similar Work, or by following industry standard practices. The Contractor shall perform all Work in compliance with and conforming to applicable building codes in effect at the time the Work is being performed.

1-05.18(3)E Safety

The Contractor alone shall be responsible for safety on the job site, including, but not limited to, the safety of its and its Subcontractor's employees. The Contractor shall maintain the Project site and perform the Work in a manner that meets the City's responsibility under statutory and common law for the provision of a safe place to work.

1-05.18(3)F Threats, Intimidation and Harassment Forbidden

Contractor shall not allow its employees, its Subcontractors, its Subcontractors' employees, or any other agents to threaten bodily injury or property damage, to intimidate or attempt to intimidate any person, or to assault or physically harass any person. Forbidden conduct includes, but is not limited to, threatening, appearing, or actually doing any of the following: pushing, shoving, striking, physically blocking a person or a person's vehicle, vandalism, malicious mischief, or any other act that a reasonable person would understand be intended to intimidate, cause personal injury, or cause property damage. Contractor shall remove from the job site any person reasonably under its control or direction who the Contractor or City reasonably believes violated this section. The lack of a request from the City or City's Representative to the Contractor to remove someone from the job site does not relieve the Contractor from its obligation to remove someone.

1-05.18(3)G Weapons Forbidden

Contractor shall not allow its employees, its Subcontractors, its Subcontractors' employees, or any other agents or representatives to carry or possess, openly or concealed, explosives or weapons on the job site, except: (a) such explosives are as reasonably required for performance of the Work, such as those necessary for blasting or demolition work called for by the Contract Documents or (b) commissioned law enforcement officers or security personnel under authority of their commission. A weapon is any object, instrument or chemical that is (1) designed in such a manner to inflict harm or injury to another person; or (2) any item used in a manner threatening harm or injury to another person. Weapons include, but are not limited to, firearms, dangerous knives, dangerous chemicals, tear gas, martial arts weapons, blackjacks, or other weapons. Further, weapons should include those described in EMC Chapter 10.78. Possession of mace, pepper spray or the like for defensive purposes is not a violation of this policy. Contractor shall remove from the job site any person reasonably under its control or direction who the Contractor or City reasonably believes violated this section. The lack of a request from the City or City's Representative to the Contractor to remove someone from the job site does not relieve the Contractor from its obligation to remove someone.

1-05.18(3)H Safety Standards

The Contractor shall comply with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under this Section, the Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to its health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1-05.18(3)I Public Safety and Convenience

The Contractor shall conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public, business, organizations and residents in the vicinity of the Work and to reasonably protect persons and property. No roads or street shall be closed to the public except with the permission of the City's Representative and the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor for the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

1-05.19 City-Contractor Coordination (******)

1-05.19(1) Suggestions to Contractor

Nothing in these Contract Documents requires the City's Representative to provide the Contractor with direction or advice on how to do the Work, construction practices, or means and methods. If the City's Representative approves, suggests or recommends any construction practice, means, method or manner for doing the Work or producing materials, the approval or recommendation shall not: (A) guarantee that following the method or manner will result in compliance with the Contract Documents; (B) relieve the Contractor of any risks or obligations under the Contract Documents; or (C) create liability by the City to the Contractor.

Suggestions as to the plans or methods of accomplishing the Work or Contract requirements by the City or the City's Representative to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The City and the City's Representative assume no responsibility therefore and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method of Work.

1-05.19(2) Meetings with City

The Contractor shall have its duly authorized representative attend periodic informational meetings with the City's Representative and City staff, as reasonably required by the City.

Contractor, City, and City's Representative shall meet as often as determined by the City's Representative, but no less often than once each month. The purpose of the meeting is to review Project status in relation to the construction schedule; review value of Work completed during the previous month; and, if applicable, review Contractor's plans to return Project status to that required by the schedule. If requested by the City or City's Representative, the Contractor shall submit a written progress report within five days following this meeting, comprising:

The current construction schedule indicating percent complete, actual completion or start dates since the previous review, the estimated remaining duration for each activity in progress, Schedule of Values update, and narrative summary.

Reasons any activities are behind schedule and the corrective steps being taken.

1-05.19(3) Cooperation with Others

The Contractor agrees to permit entry to the work site by the City, its employees or other contractors performing Work on behalf of the City. The Contractor shall afford to the City, other contractors and their employees, reasonable facilities and cooperation and arrange its work and dispose of its materials in such a manner as to not interfere with the activities of the City or of others upon the site of Work. The Contractor shall promptly make good Contractor-caused injury or damage to persons or property that may be sustained by other contractors or employees of the City. The Contractor shall join its Work to that of others and perform its Work in proper sequence in relation to that of others.

If requested by the Contractor, the City will arrange meetings with other contractors performing Work on behalf of the City to plan coordination of construction activities. The Contractor shall inform itself of the planned activities of other contractors and will coordinate its Work with the other contractors.

Contractor shall notify the City of problems, interference or any difficulty with other contractors or workers engaged by the City. The Notice shall be sufficiently prompt and specific so as to allow the City to mitigate or avoid increased costs, time of performance, damages or injury. Contractor's failure to provide such Notice in a timely way shall be deemed a waiver and release of any and all Contract Claims relating to, arising out of, or caused by, any alleged interference, difficulty or problem with another contractor or worker engaged by the City.

1-06 CONTROL OF MATERIAL

Supplement Section 1-06 as follows:

References to materials shall also mean Contractor furnished Equipment, if any, as specified in these Special Provisions.

1-06.1 Approval of Materials Prior to Use

Revise the first paragraph of 1-06.1 to read as follows:

Prior to use, Contractor shall notify the Engineer of all proposed materials. Contractor may use the Qualified Product List (QPL) and the Aggregate Source Approval (ASA) Database. Contractor shall use the Request for Approval of Material (RAM) form.

Supplement 1-06.1 by adding the following:

Contractor shall provide product data, when specified, in accordance with 1-05.3(1) SUBMITTALS of these Special Provisions for inspecting, testing, operating, or maintaining Equipment and materials supplied as part of the Work. Unless otherwise specified, such data shall be provided at the time the referenced material or Equipment is delivered to the job site. Contractor shall provide data as specified and include, unless otherwise specified, but not be limited to shop drawings, erection drawings, reinforcing steel schedules, testing, and adjusting instructions, operations manuals, maintenance procedures, parts lists, and record drawings. Contractor shall provide data as part of the Work under this Contract and its acceptability will be determined by the City in its sole discretion.

Further supplement 1-06.1 by adding the following:

1-06.1(5) Requests for Substitution (******)

The City will not usually consider a substitution for material or Equipment specified by brand name or manufacturer or sole-sourced.

Only the Contractor may offer materials or Equipment of equal or better quality and performance as a substitution for those specified. The Contractor shall make substitution offers in writing to the City's Representative in accordance with 1-05.3(1) SUBMITTALS of these Special Provisions. The substitution offer must include sufficient data to enable the City's Representative to assess the acceptability of the material or Equipment for the particular application and requirements. The City and City's Representative are not required or obligated to consider or review a request for substitution and may, in their sole discretion and option, consider or review such requests.

If the offered substitution requires changes to or coordination with other portions of the Work, include, if any, drawings, and details showing such changes. The Contractor agrees to perform these changes as part of the substitution of material or Equipment at no additional cost to the City. Approval of a substitution request will not relieve the Contractor from responsibility for the efficiency, quality, and performance of the substitute material or Equipment, in the same manner and degree as the material and Equipment originally specified. Reflect cost differential associated with a substitution in the offer. If the City approves the substitution, the Contract Documents will be modified by a Change Order modifying the Contract Sum in the amount of the cost differential.

1-06.2 Acceptance of Materials

1-06.2(2)B Financial Incentive

Delete 1-06.2(2)B.

1-06.2(2)D Quality Level Analysis

Delete 1-06.2(2)D.

1-06.3 Manufacturer's Certificate of Compliance

Supplement 1-06.3 by adding the following:

When authorized by the Standard Specifications or these Special Provisions and prior to use, the Engineer may accept certain Equipment on the basis of a Manufacturer's Certificate of Compliance as an alternate to Equipment inspection and testing.

A Manufacturer's Certificate of Compliance shall be reserved for cases where compliance to Contract requirements is not readily determinable through inspection and testing of materials or Equipment. The Contractor shall provide properly authenticated documents to the City's Representative that the materials and Equipment comply with the Contract requirements.

The Contractor shall pay all associated costs of providing each Manufacturer's Certificate of Compliance submitted for City acceptance.

The City reserves the right to refuse to accept Equipment on the basis of a Manufacturer's Certificate of Compliance.

1-06.3(1) Inspection at Point of Manufacturing (******)

The Contractor shall be responsible to reimburse the City for the costs of inspections at the point of manufacturing for inspections occurring outside of Whatcom, Skagit, Island, Snohomish, King, Pierce, and Thurston counties. Costs to be paid or reimbursed by the Contractor include, but are not limited to, travel, subsistence, labor, and lodging expenses of the City Inspector.

Point of manufacturing inspection will be required if:

Inspection and testing of materials or Equipment in the vicinity of the Work by the City is not practicable,

The Contractor requests the City to inspect and test material or Equipment at the point of manufacture, or

The Standard Specifications or these Special Provisions require that inspection, testing or witnessing of tests take place at the point of manufacture.

1-06.4 Handling and Storing Materials

Supplement 1-06.4 by adding the following:

Contractor shall store materials and Equipment so as to insure the preservation of their quality and fitness for the Work. Contractor shall store Equipment and materials at location that facilitates inspection. The Contractor shall be responsible for damages, loss or casualty occurring to materials and Equipment until Final Acceptance.

1-06.6 Recycled Materials

Delete 1-06.6 and its subsections and substitute the following:

The Contractor shall make best effort to utilize recycled materials in the construction of the project as detailed in elsewhere in the Standard Specifications and these Special Provisions.

Prior to Physical Completion Contractor shall report the quantity of recycled materials utilized in the construction of the project for each of the items listed in Section 9-03.21. Include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g., utilization of on-site material and aggregates from concrete returned to the supplier). Contractor shall provide report on DOT form 350-075A Recycled Materials Reporting.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

1-07.1(1) General

Revise 1-07.1(1) by replacing the second sentence of the first paragraph with the following:

The Contractor shall indemnify, defend, and save harmless the City (including its agents, officers, and employees) and the State (including the Governor, Commission, Secretary, and agents, officers, and employees) against any claims that may arise because the Contractor (or any employee of the Contractor or Subcontractor or material person) violated a legal requirement.

Supplement 1-07.1by adding the following:

1-07.1(6) Additional Requirements

The Contractor shall be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

The City advises all general contractors and subcontractors that numerous Federal, State, and Local regulations exist that could affect the procedures used in the completion of this project. The City advises each prospective Contractor that they are responsible to be aware of and comply with all applicable statutes and regulations. It is recommended that each Contractor contact the local office of the following agencies for a list of applicable regulations and requirements that might affect the implementation of this project:

- Federal Environmental Protection Agency
- Washington Department of Health
- Washington Department of Ecology
- Washington Department of Fisheries
- Washington Department of Wildlife
- Washington Department of Labor & Industries
- Puget Sound Air Pollution Control Agency
- Municipal Building Department
- Municipal Planning Department
- Municipal Public Works Department

If the scope of Work in this Contract includes Work at the City of Everett Water Filtration Plant or the Waste Water Pollution Control Facility, Contractor shall comply with the requirements of the Washington Department of Labor & Industries for such work including, but not limited to, Chapter 296-67 WAC. All costs associated or incurred in complying with these regulations or any other regulations listed above are included in the Contractor's Proposal.

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

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

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

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

1-07.1(7) Noise

Work within 500 feet of residential properties between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 6:00 p.m. and 8:00 a.m. on weekends or holidays are subject to noise control requirements if the work generates decibel levels

of greater than those listed in the City noise ordinance. Contractor may apply for a Noise Variance a minimum of 30 days prior to performing work and pay $100.00 application fee, using the following link to obtain the latest information on noise variance requirements: https://www.everettwa.gov/formcenter/human-resources-16/request-for-temporary-construction-noise-167. The Contractor must not assume that a Noise Variance will be granted. In no event will the Contractor be entitled to any adjustment of the Contract Sum or Contract Time if a Noise Variance is denied.

Typical requirements include, and not limited to, broadband backup alarms on all equipment requiring a backup alarm, anti-tail gate slamming devices, dump truck bed liners, and sawcutting, vacuum excavation, pavement breaking and loading export haul noise must be done between the hours of 7:00 a.m. and 10:00 p.m. during weekdays and between 8:00 a.m. and 6:00 p.m. on weekends.

Appendix D contains the City of Everett's Noise Ordinance for Bidder's reference, and a variance to allow night work during necessary lane closures on I-5 and water main tie-ins on E Grand Avenue. The noise variance only applies to the location described in the noise variance letter in Appendix D. Contractor supplied staging areas are not included in the noise variance.

Approval to continue Work during these hours may be revoked at any time the Contractor exceeds the City's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operation. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

1-07.2 State Taxes

Delete 1-07.2 and substitute the following:

1-07.2 State Sales Tax

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

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

The City will pay the retained percentage only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all Contract-related taxes have been paid (RCW 60.28.050). The City may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this Contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171 – Use Tax

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

1-07.2(2) State Sales Tax — Rule 170 –Retail Sales Tax

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

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

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

1-07.2(3) Services

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

1-07.3 Fire Prevention and Merchantable Timber Requirements

Delete 1-07.3 in its entirety.

1-07.5 Environmental Regulations

1-07.5(4) Air Quality

Delete all of 1-07.5(4) and substitute the following:

The Contractor shall comply with all rules of the Puget Sound Clean Air Agency (PSCAA) (800-552-3565). These rules include PSCAA Regulation I. Excerpts of Regulation I are included in the Appendix D as it relates to fugitive dust control. The Contractor shall submit a dust control plan including dust control measures for its activities related to this Contract that may cause dust. This plan shall be submitted to the Engineer prior to commencing activity at the job site.

1-07.6 Permits and Licenses

Supplement 1-07.6 by adding the following:

A City of Everett business license is required for the Contractor and the Contractor's Subcontractors prior to commencing construction on this Contract.

Contractor shall obtain all necessary permits required by law and the City of Everett. All general building, electrical, plumbing permits will be issued at no cost to the Contractor. In addition, obtain all required permits for waste disposal sites. Waste disposal sites shall be in the United States, unless otherwise expressly stated in the Contract Documents or the City gives prior written approval.

Contractor shall obtain Temporary Occupancy Permit from BNSF prior to construction.

Prior to any construction equipment or personnel entering WSDOT right-of-way, a pre-construction conference is required with WSDOT's inspector, Michael Gallop. The contractor shall notify Michael Gallop a minimum of Five (5) working days in advance:

Michael Gallop

NW Local Agency & Development Services Office

15700 Dayton Ave. N., PO BOX 330310 MS 82-240

Seattle, WA 98133-9710

206-440-4913/ 206-940-2736

Mike.Gallop@wsdot.wa.gov

This Project contains less than one acre of total disturbed area within the project limits and does not require Contractor to apply for Ecology's Construction Stormwater General Permit.

1-07.9 Wages

1-07.9(1) General

Delete the first paragraph of 1-07.9(1) and substitute the following:

This Contract is subject to the minimum wage requirements of RCW 39.12 and to RCW 48.28, as amended or supplemented. Workers shall receive no less than the prevailing rate of wage. Bidder shall use the Washington State Prevailing Wage Rates for Snohomish County, effective at the time of bid opening. Bidder is solely responsible to use the schedule in effect at the Bid Opening Date, determine the appropriate labor classification(s), and use the appropriate and correct prevailing wage and benefit rate(s). The hourly minimum rates for wages and fringe benefits can be obtained at the following URL:

https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/

Printed copies of the current prevailing wage rates are available for viewing at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request received within 7 days of the Bid Opening Date.

Delete the fifth paragraph of 1-07.9(1) and substitute the following:

If employing labor in a class not listed in the L & I prevailing wage rate schedule, the Contractor shall request a determination of the correct wage and benefits rate for that class and locality from the Industrial Statistician, Washington State Department of Labor and Industries (State L&I), and provide a copy of those determinations to the Project Engineer.

Delete the final paragraph of 1-07.9(1) that begins with "There are many work-ready…"

1-07.9(3) Apprentices

Supplement this section with the following:

Apprentice Utilization

This Contract includes an Apprentice Utilization Requirement. Fifteen percent or more of project Labor Hours shall be performed by Apprentices unless Good Faith Efforts are accepted**.** Apprentice Utilization will be determined using the Department of Labor and Industries (L&I) online Prevailing Wage Intent & Affidavit (PWIA) system.

Definitions

For the purposes of this specification the following definitions apply:

1. Apprentice is a person enrolled in a State-approved Apprenticeship Training Program.
2. Apprentice Utilization is the apprentice labor hours, on the project, expressed as a percentage of project Labor Hours based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up.
3. Apprentice Utilization Requirement is the minimum percentage of apprentice labor hours required by the Contract.
4. Good Faith Effort(s) (GFE) describes the Contractor's efforts to meet the Apprentice Utilization Requirement including but not limited to the specific steps as described elsewhere in this specification.
5. Labor Hours are the total hours performed by all workers receiving an hourly wage who are subject to prevailing wage requirements for work performed on the Contract as defined by RCW 39.04.310. Labor Hours are determined based on the scope of work performed by the individuals, rather than the title of their occupations in accordance with WAC 296-127.
6. State-approved Apprenticeship Training Program is an apprenticeship training program approved by the Washington State Apprenticeship Council.
7. Apprentice Wage Rates are the applicable wage rates that are to be paid for an apprentice registered in a training program, separate from Journey Level rates, as set by the Washington State Apprenticeship Training Council and Washington State Department of Labor and Industries (L&I).

Electronic Reporting

The Contractor shall use the PWIA System to submit the "Apprentice Utilization Plan." Reporting instructions are available in the application.

Apprentice Utilization Plan

The Contractor shall submit an "Apprentice Utilization Plan" by filling out the Apprentice Utilization Plan Form (WSDOT Form 424-004 or other form approved by the City) within 30 calendar days of Contract execution, however no later than the preconstruction meeting, demonstrating how and when the Contractor intends to achieve the Apprentice Utilization Requirement. The Plan shall be in sufficient detail for the Engineer or other City representative to track the Contractor's progress in meeting the utilization requirements. An Apprentice Utilization Plan shall be updated and resubmitted as the Work progresses or when requested by the Engineer.

If the Contractor is unable to demonstrate the ability to meet the Apprentice Utilization Requirement with its initial Apprentice Utilization Plan submission, an effort must be made to find additional registered apprentices to perform on the contract. If after attempts have been made at every tier and every scope, the

Contractor must submit GFE documentation to the City. The Contractor shall actively seek out opportunities to meet the Apprentice Utilization Requirement during the construction Work.

Contacts

The Contractor may obtain information on State-approved Apprenticeship Training Programs by using the Apprentice Registration and Tracking System (ARTS) https://secure.lni.wa.gov/arts-public/#/program-search or contacting the Department of Labor and Industries directly at:

Specialty Compliance and Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 or by phone at (360) 902-5320.

Compliance

The Contractor is expected to make attempts to employ Apprentices and shall include the requirement in any subcontracts at any tier. In the event that the Contractor is unable to achieve the Apprentice Utilization Requirement, the Contractor shall submit GFE documentation demonstrating the efforts and attempts the Contractor made. Final GFE documentation shall be submitted to the City after Substantial Completion but no later than 30 days after Physical Completion.

If the Contractor fails to actively attempt to employ Apprentices, submit GFE documentation, or if the Engineer does not approve the GFE, the Contractor will be assessed a penalty. The Engineer will provide the Contractor with a written notice at Final Acceptance of the project informing the Contractor of the failure to comply with this specification which will include a calculation of the penalty to be assessed as provided for in the Payment section in this special provision.

If the Contractor achieves the required Apprentice Utilization an incentive will be assessed with Final Payment.

Good Faith Efforts

The GFE shall document the attempts (efforts) the Contractor (and any subcontractor at any tier) made to meet the Apprentice Utilization Requirement. Emails, letters, or other written communications with letterhead, titles, and contact information are required.

Documentation must include one or more of the following accepted GFEs:

1. Demonstrated Lack of Availability of Apprentices. Correspondence from State-approved Apprenticeship Training Program(s), with project specific responses confirming there is a lack of availability of Apprentices for this project.
2. Demonstrated Disproportionate Ratio of Material/Equipment/Products to Labor Hours. Documentation explaining the bid includes a disproportionate high cost of material/equipment/products to Labor Hours. (E.g., a $2 M estimated contract includes $1 M or more in procurement costs of equipment to be installed.)
3. Demonstrated Lack of Necessary Labor Hours. Correspondence from a State-approved Apprentice Training Programs confirming there is not enough time in the project to meet required journey level to apprentice training ratios.

4. Demonstrated Lack of Available Approved Programs. Correspondence from State-approved Apprentice Training Programs, confirming there are no programs that train for the scopes included/anticipated on the project. Contractor and state programs to submit training program detail needs and details that could be used for future program creation.
5. Funding Precedent. Documentation that shows conflicting, more restrictive, or precedent requirements for other training on the Project. Examples include, but are not limited to, Tribal Employment Rights (TERO), Federal Training Hours, or Special Training that affect the ability to use state-registered apprentices.
6. Warranty Work. Documentation from Original Equipment Manufacturers, or similar, confirming that work performed must only be completed by certified journey-level installers or risk voiding warranty, or similar.
7. Other Effort. The Contractor may submit other evidence, documentation, or rationale for not being able to achieve the required Apprentice Utilization that are not covered in the other efforts named. Other efforts will still need to be corroborated by an independent, knowledgeable third-party.

Contractors may receive a GFE credit for graduated Apprentice hours through the end of the calendar year for all projects worked on as long as the Apprentice remains continuously employed with the same Contractor/subcontractor the Apprentice was working for when the Apprentice graduated. If an Apprentice graduates during employment on a project of significant duration, the Apprentice may be counted towards a GFE credit for up to one year after the Apprentice's graduation or until the end of the project (whichever comes first). Determination of whether Contract requirements were met in good faith will be made by subtracting the hours from the journeyman total reported hours for the project and adding them to the apprentice hour total. If the new utilization percentage meets the Contract requirement, the Contractor will be reported as meeting the requirement in good faith.

Approving Good Faith Efforts

The City will review submitted Good Faith Efforts and issue a determination. The Engineer may request additional information, documentation, evidence or similar in order to approve such efforts. A determination by the Engineer is final. The approved Good Faith Efforts will be loaded into the PWIA system by the Contracting Agency.

Payment

Payment will be made for the following Bid Item(s):

"Apprentice Utilization Incentive," by lump sum.

An incentive $5,000 will be assessed with the Final Payment for Contractors who meet the Apprentice Utilization Requirement without a reduction by Good Faith Effort. For the purpose of providing a common proposal for all bidders, the City has entered this amount in the proposal to become a part of the total bid by the Contractor.

"Apprentice Utilization Penalty," by calculation.

Apprenticeship Hours will be measured for each hour of work performed by an apprentice as shown on the Monthly Apprentice Utilization Report, based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up.

When the Contractor fails to meet the Apprentice Utilization Requirement of 15%, a penalty will be assessed for each hour that is not achieved, unless a Good Faith Effort is approved by the City.

Apprentice Utilization Penalty will be calculated as described below:

Percent of goal met	Penalty per hour of unmet goal
100%	$0.00
90% to 99%	$2.00
75% to 89%	$3.50
50% to 74%	$5.00
1% to 49%	$7.50
0%	$10.00

The Contractor shall include all related costs in the Bid prices of the Contract, including but not limited to implementing, developing, documenting, and administering an apprenticeship utilization program, recording and reporting hours and all other costs to comply with this provision.

1-07.9(5) Required Documents

Supplement 1-07.9(5) by adding the following:

The City may require payroll reports for the Contractor and every Subcontractor be submitted weekly to the Construction Division, Public Works Service Center, 3200 Cedar Street, Everett, Washington 98201. The payroll reports shall contain the following information:

1. Name and residence address of each worker.
2. Social Security number of each worker.
3. Classification of work performed by each worker. The classification shall be specific and match the classification categories listed in the Contract Documents.
4. Total number of hours employed each day.
5. Total number of hours employed during the payroll period.
6. Straight time and overtime hourly rate of wages paid to each worker.
7. Total or gross amount earned by each worker.
8. Deductions for Medical Aid, FICA, Federal withholding tax, and any other deductions taken.
9. Net amount paid each worker.
10. Contractor's, or Subcontractor's, name and address.
11. Days and dates worked.
12. Date of final day of pay period.
13. Whether fringe benefits were paid to each worker as part of the hourly wage rate or whether fringe benefits were paid into an approved plan, fund, or program.

Payrolls may be submitted on Federal payroll form WH-347, or equivalent. The reverse side of the form contains an affidavit that shall be filled out and signed. If the Contractor's payroll reports are computerized, the computerized reports may be submitted along with a Statement of Compliance affidavit photocopied from the back of form WH-347, or equivalent.

The first payroll submitted for the Work for both the Contractor and each Subcontractor shall be labeled “Initial.” The last payroll submitted for the Work for both the Contractor and each Subcontractor shall be labeled “Final.” Payrolls shall be sequentially numbered for all periods in which Work has been done. A certificate of completion for the Work, signed by the City, will constitute acceptance of the Work. The issuance of this certificate of completion will not constitute acceptance of unauthorized or defective Work or material.

1-07.11 Requirements for Nondiscrimination

Supplement 1-07.11 as follows:

The Contractor will be required to assure that equal employment opportunities will be in effect to all individuals throughout the length of this Contract, pursuant to 1-07.11 REQUIREMENTS FOR NONDISCRIMINATION. The Contractor must comply with all local, state, and federal laws pertaining to non-discrimination and equal employment opportunity.

The City of Everett hereby gives public notice that it is the City’s policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Aid Highway program or other activity for which the City receives Federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City of Everett. Any such complaint shall be in writing and filed with the City’s Title VI Coordinator within 180 calendar days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the Human Resources office at no cost to the complainant by calling (425) 257-8767.

Notification specific to bidders:

All bidders are hereby notified that the City of Everett will affirmatively ensure that in any contract entered into pursuant to this Invitation to Bid, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an Award.

Title VI Assurance

a. The Contractor, with regard to the Work performed during the Contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in such discrimination, including discrimination in employment practices.

b. In all solicitations either by competitive bidding or negotiations made by the Contractor for Work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subcontractor or suppler shall be notified by the Contractor of the Contractor’s obligations under this Contract.

c. The Contractor shall provide all information and reports required by federal regulations applicable to this Contract. The Contractor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with applicable federal regulations. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

d. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract sanctions as it, or the City's funding agencies, may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Contractor until the Contractor complies, and/or (b) termination or suspension of the Contract, in whole or in part.

e. The Contractor shall include the provisions of paragraphs (a) through (e) in every subcontract, including contracts for procurement and leases of equipment, unless exempt by applicable federal regulations or directives issued pursuant thereto. The Contractor shall take such action, including sanctions for noncompliance, with respect to Subcontractors as the City or relevant federal agency may direct so as to enforce such provisions. Provided, however, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of the foregoing direction, the Contractor may request that the City or the United States to enter into such litigation to protect their respective interests.

In the event of any inconsistency between the above supplemental requirements to 1-07.11 and the requirements of the 1-07.11 of the Standard Specifications, the more stringent requirements control, unless otherwise determined by the City in writing. In addition, the City may determine in writing that one or more provisions of 1-07.11 of the Standard Specifications are not applicable.

1-07.14 Responsibility for Damage

Delete 1-07.14 and replace with the following:

The City, and all officers and employees of the City, including but not limited to those of the Public Works Department, will not be responsible in any manner: for any loss or damage that may happen to the Work or any part; for any loss of material or damage to any of the materials or other things used or employed in the performance of Work; for injury to or death of any persons, either workers or the public; or for damage to the public for any cause which might have been prevented by the Contractor, or the workers, or anyone employed by the Contractor.

The Contractor shall be responsible for all liability imposed by law for injuries to, or the death of, any persons or damages to property resulting from any cause whatsoever during the performance of the Work, or before Final Acceptance.

Subject to the limitations in this Section, and RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless the City and all its officers and employees, and the State, its officers, and employees, from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the Work or in consequence of any negligence or breach of Contract regarding the Work, the use of any improper materials in the Work, caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to any remedy authorized by law, the City may retain so much of the money due the Contractor as deemed necessary by the Engineer to ensure the defense and indemnification obligations of this Section until disposition has been made of such suits or claims.

Pursuant to RCW 4.24.115, such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions provided in the preceding paragraphs of this Section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

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

The Contractor shall exercise all necessary precautions throughout the life of the Project to prevent pollution, erosion, siltation, and damage to property.

The City will forward to the Contractor all claims filed against the City that are deemed to have arisen in relation to the Contractor's Work or activities under this Contract, and, in the opinion of the City, are subject to the defense, indemnity, and insurance provisions of the Contract Documents. Claims will be deemed tendered to the Contractor and insurer, who has named the City as a named insured or an additional insured under the Contract's insurance provisions, once the claim has been forwarded via certified mail to the Contractor. The Contractor shall be responsible to provide a copy of the claim to the Contractor's designated insurance agent who has obtained/met the Contract's insurance provision requirements.

Within 60 calendar days following the date a claim is sent by the City to the Contractor, the Contractor shall notify the City Attorney's Office of the following:

a. Whether the claim is allowed or is denied in whole or in part, and, if so, the specific reasons for the denial of the individual claim, and if not denied in full, when payment has been or will be made to the claimant(s) for the portion of the claim that is allowed, or

b. If resolution negotiations are continuing. In this event, status updates will be reported no longer than every 60 calendar days until the claim is resolved or a lawsuit is filed.

If the Contractor fails to provide the above notification within 60 calendar days, then the Contractor shall yield to the City sole and exclusive discretion to allow all or part of the claim on behalf of the Contractor, **and the Contractor shall be deemed to have WAIVED any and all defenses, objections, or other avoidances to the City's allowance of the claim, or the amount allowed by the City, under common law, constitution, statute, or the Contract and these Standard Specifications**. If all or part of a claim is allowed, the City will notify the Contractor via certified mail that it has allowed all or part of the claim and make appropriate payments to the claimant(s) with City funds.

Payments of funds by the City to claimant(s) under this Section will be made on behalf of the Contractor and at the expense of the Contractor, and the Contractor shall be unconditionally obligated to reimburse the City for the "total reimbursement amount," which is the sum of the amount paid to the claimant(s), plus all costs incurred by the City in evaluating the circumstances surrounding the claim, the allowance of the claim, the amount due to the claimant, and all other direct costs for the City's administration and payment of the claim on the Contractor's behalf. The City will be authorized to withhold the total reimbursement amount from amounts due the Contractor, or, if no further payments are to be made to the Contractor under the Contract, the Contractor shall directly reimburse the City for the amounts paid within 30 days of the date notice that the claim was allowed was sent to the Contractor. In the event reimbursement from the

Contractor is not received by the City within 30 days, interest shall accrue on the total reimbursement amount owing at the rate of 12 percent per annum calculated at a daily rate from the date the Contractor was notified that the claim was allowed. The City's costs to enforce recovery of these amounts are additive to the amounts owing.

The Contractor specifically assumes all potential liability for actions brought by employees of the Contractor and, solely for the purpose of enforcing the defense and indemnification obligations set forth in 1-07.14, the Contractor specifically waives any immunity granted under the State industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the parties. The Contractor shall similarly require that each Subcontractor it retains in connection with the project comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the Subcontractor.

The indemnity, defense, and other obligations in this 1-07.14 are in addition to any indemnity, defense or other obligation that may be contained elsewhere in the Contract Documents.

1-07.17 Utilities and Similar Facilities

Supplement 1-07.17 by adding the following:

The Contractor shall review its responsibilities under Chapter 19.122 RCW, a law relating to underground utilities. Cost to the Contractor incurred as a result of complying with this law shall be at the Contractor's expense. In accordance with RCW 19.122, the Contractor shall call the **Utility Coordinating Council One Call Center, 1-800-424-5555**, for field location, not less than 2 nor more than 10 business days before the scheduled date for commencement of excavation that may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal local, State, or Federal holiday.

The Contractor shall be responsible for determining the exact location, including service connections, of all public and private underground utilities marked at the site of the Work. The Contractor shall perform field verification prior to beginning Work that could result in damage to buried utilities, including but not limited to exploratory excavations, in sufficient time so as not to impede the progress of the Work or fabrication of materials to be incorporated into the Work. The Contractor shall immediately notify the City's Representative as to any utility discovered by him in a different position than shown on the Plans or that is not shown on the Plans.

No excavation shall begin until all known underground public and private utilities in the vicinity of the excavation area have been located and marked.

Utilities of record are shown on the Plans insofar as it is possible to do so. Failure of the City to show the existence of subsurface objects or installation on the Plans shall not relieve the Contractor from its responsibility to make an independent check on the ground, nor relieve Contractor from all liability for damages resulting from its operations.

It shall be entirely the responsibility of the Contractor to give proper notification to the agencies that have utilities in place and to coordinate with these agencies in the protection and relocation of the various underground installations. These agencies will give assistance in the location of the various utilities, but this shall not relieve the Contractor from responsibility for any damage incurred. The City shall require a notification of at least five working days. The Contractor shall hold the City harmless against any claim of any nature resulting from Delays in attending to same.

Following are addresses and telephone numbers of utilities in the Everett area for the Contractor's convenience as of January 22, 2025:

Snohomish County PUD #1 P.O. Box 1107 Everett, WA 98206 Daniel Luu Tel: (425) 783-4174 Email: DCLuu@snopud.com	**Puget Sound Energy** 3630 Railway Ave Everett, WA 98201 Attn: Mardy Punteney Tel. (425) 754-8053 Email: Mardy.Punteney@pse.com
Ziply/Frontier Communications Attn: Samantha Johnston 1800 41st St Everett, WA 98201 Samantha.Johnston1@ziply.com **Silver Lake Water District** 15205 41st Ave SE Bothell, Washington 98012-6114 Attn: Scott Smith Tel. (425) 337-3647 Ext 216 Email: SSmith@slwsd.com	**Lumen/CenturyLink Network** 1208 NE 64th Street Seattle, WA 98115-6722 Tel. (206) 485-5322 relocations@centurylink.com Construction Contacts: Christian.Marshall@lumen.com Cassandra Boyle Cassandra.Boyle@lumen.com
Mukilteo Water District 7824 Mukilteo Speedway Mukilteo, WA 98275 Attn: Rick Matthews Tel. (425) 355-3355 Email: RickM@mukilteowwd.org	**City of Everett, Storm Water** 3200 Cedar Street Everett, WA 98201 Attn: Grant Moen Tel. (425) 257-8800 Email: GMoen@everettwa.gov
Alderwood Water & **Wastewater District** 15204 35th Ave. W. Lynnwood, WA 98087-5021 Attn: Joel Skeens Tel. (425) 743-8912 Email: JSkeens@awwd.com	**City of Everett, Water** Public Works Department 3200 Cedar Street Everett, WA 98201 Attn: Grant Moen Tel. (425) 257-8800 Email: GMoen@everettwa.gov

Comcast 1525 – 75th Street SW #200 Everett, WA 98203 Attn: John Warrick (Construction, Planning & Design) Tel. (425) 263-5362 Email: John_Warrick@cable.comcast.com Attn. Casey Brown (Everett Area) Eng. & Const. – Planning and Design Tel. (425) 263-5345 Email: Casey_Brown@cable.comcast.com, Casey.jones@comcast.com	**City of Everett, Sanitary Sewer** Public Works Department 3200 Cedar Street Everett, WA 98201 Attn: Grant Moen Tel. (425) 257-8800
Sprint 2210 S 35th St Tacoma, WA 98409 Brian Dunlop/Cogent 307-256-9727 Jason Cantrell, interim WA service area lead 816-217-8996 jcantrell@cogentco.com	**City of Everett, Traffic** Public Works Department 3200 Cedar Street Everett, WA 98201 Attn: Corey Hert Tel. (425) 257-8800 Email: CHert@everettwa.gov
Verizon (425) 229-3123 1-800-483-1000 (emergency) Brad.landis@verizon.com **Wave Broadband/Astound** 4766 1st Ave S Seattle, WA 98134 Attn: Jim Biggs (206) 786-8720 jim.biggs@astound.com Jeremy Anderson jeremy.anderson@astound.com	**AT&T** 11241 Willows Road NE, Suite 130 Redmond, WA 98052 Attn: Steve Duppenthaler AT&T Corp Long Distance Fiber Network (425) 286-3822 sd1891@att.com

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

Delete all three paragraphs of 1-07.17(1) and substitute the following:

If the Work requires removing or relocating a utility, utility owners or their contractors will furnish all work necessary to adjust, relocate, replace, or construct their facilities.

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

Revise the first paragraph of 1-07.17(2) as follows:

Any authorized agent of the City or utility owners may enter the City right-of-way or easement to repair, rearrange, alter, or connect their equipment. The Contractor shall cooperate with such effort and shall avoid creating delays or hindrances to those doing the Work. The Contractor shall arrange to coordinate work schedules as needed.

1-07.18 Public Liability and Property Damage Insurance

Delete 1-07.18 and substitute the following:

1-07.18 Insurance

(******)

1-07.18(1) General Requirements

A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance shall be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, that is licensed to do business in the state of Washington, or issued as a surplus line by a Washington Surplus lines broker. The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and endorsements.

B. The Contractor shall keep this insurance in force during the term of the Contract and for 30 calendar days after the Physical Completion date, unless otherwise indicated in 1-07.18(1)C of this section.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the City with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period, "tail," or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.

D. The insurance policies shall contain a "cross liability" provision.

E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the City's insurance, self-insurance, or insurance pool coverage.

F. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the City of any cancellation in any insurance policy.

G. Upon request, the Contractor shall forward to the City a full and certified copy of the insurance policy(s). The Contractor shall not begin Work under the Contract until the required insurance has been obtained and approved by the City.

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

I. All costs for insurance shall be included in the unit or lump sum prices of the Contract and no additional payment will be made.

J. The Contractor waives all rights against the City and its separate contractors, and their agents and employees, for damages caused by fire or other perils to the extent

such damage cost is actually paid by property insurance applicable to the Work. The Contractor shall require similar waivers from all Subcontractors.

H. The City may utilize third-party contractor(s), software and/or websites for uploading and verification of the Contractor's insurance. The Contractor will provide (by upload or otherwise as directed by the City) insurance information and documentation as may be required by such third-party. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Contractor's obligations to fulfill the requirements of this Section.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- The City and its elected officials, officers, employees, agents, and volunteers
- BNSF Railway Company and its officers, employees, and agents
- The State and its elected officials, the Washington State Department of Transportation, all officers and employees of the state, and their respective agents.

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

1-07.18(3) Subcontractors

Contractor shall ensure that each Subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B of this section. Upon request of the City, the Contractor shall provide evidence of such insurance as required in 1-07.18(4).

1-07.18(4) Evidence of Insurance

The Contractor shall deliver to the City a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the Work. The certificate and endorsements shall conform to the following requirements:

An ACORD certificate or a form determined by the City to be equivalent.

The Description of Operations in the certificate must read as: "All policies of insurance, except workers compensation, are endorsed to name the City of Everett, its elected officials, officers, employees, agents, and volunteers as additional insured(s). All such insurance is primary as respects the City of Everett, and any other insurance maintained by the City of Everett is excess and not contributing. The City of Everett will be given at least thirty (30) days prior written notice of any cancellation, non-renewal, or other material change in any insurance policy."

Copies of all endorsements naming City and all other entities listed in 1-07.18(2) of this section as Additional Insured(s), showing the policy number. The Contractor may submit a copy of a blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.

Other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits

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

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of one year following final acceptance of the Work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)
- Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

$5,000,000	Each Occurrence
$10,000,000	General Aggregate
$3,000,000	Products & Completed Operations Aggregate
$3,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

- $1,000,000 Each Accident
- $1,000,000 Disease – Policy Limit
- $1,000,000 Disease – Each Employee

1-07.18(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) shall provide the following minimum limit:

$1,000,000	combined single limit

1-07.18(5)C Workers' Compensation

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

1-07.18(5)D Coverage for Working On, Over, or Near Navigable Waters

If this Contract involves Work on or adjacent to navigable water, as defined by the U.S. Department of Labor, then the Contractor shall provide proof of insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act as administered by the U.S. Department of Labor.

If the Contractor is working from barges or any other watercraft, owned or non-owned, the Contractor shall maintain Protection and Indemnity (P&I) insurance providing coverage for actions of the crew to third parties to the same limits stated under 1-07.18(5)A of this section for Commercial General Liability Insurance. The Contractor shall also provide proof of insurance coverage in compliance with the statutory requirements of the Merchant Marine Act of 1920 (the "Jones Act").

1-07.18(5)E Excess or Umbrella Liability

The limits stated in this section 1-07.18 may be satisfied by a combination of liability and, if necessary, commercial umbrella/excess policies.

1-07.18(5)F Pollution Liability

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

Contractor's operations related to this project;

Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos; and

Transportation of hazardous materials away from any site related to this project.

Such Pollution Liability policy shall provide the following minimum coverage:

$2,000,000 each loss and annual aggregate

1-07.18(5)G Professional Liability

The Contractor, its Subcontractor and its design consultant providing construction management, value engineering, or other design-related non-construction professional services shall provide evidence of Professional Liability insurance covering professional errors and omissions. Such policy shall provide the following minimum limits:

$2,000,000 per Claim

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability insurance shall include Pollution Liability coverage.

If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

1-07.18(5)H Builder's Risk

If the Project includes construction of a structure, the Contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by the City, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft, off-site storage and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake. The policy shall be endorsed to cover the interests, as they may appear, of the City, Contractor, and subcontractors of all tiers with the City and sub-contractors listed as a Named Insured. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by the City, the Contractor shall promptly reconstruct, repair, replace or restore all work

and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

1-07.20 Patented Devices, Materials, and Processes

Delete the first paragraph of 1-07.20 and substitute the following:

The Contractor shall assume all costs arising from the use of patented devices, materials, or processes used on or incorporated in the Work, and agrees to indemnify, defend, and save harmless the City, and its officers, employees and agents from all actions of any nature for, or on account of the use of any patented devices, materials, or processes.

1-07.23 Public Convenience and Safety

Delete the last sentence of the first paragraph of 1-07.23 and substitute the following:

Nothing contained in this Contract is intended to create any third-party beneficiary rights in favor of the public or any individual utilizing the facilities being constructed or improved under this Contract.

1-07.23(1) Construction Under Traffic

Revise the third sentence of the second paragraph to read as follows:

Do NOT impair accessibility to existing or temporary pedestrian push buttons. City may allow activating pedestrian recall timing or other accommodations during construction.

Supplement 1-07.23(1) by adding the following:

Only one lane closure is permitted on I-5 southbound bridge from 9 p.m. to 5 a.m., Sunday through Thursday. No lane closure on I-5 will be allowed from 5:00 a.m. to. to 9:00 p.m. every day, or from 9 p.m. Friday to 9 p.m. Sunday.

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

No lane closures will be allowed on a holiday or holiday weekend, or after 12:00 p.m. on a day prior to a holiday or holiday weekend. A holiday weekend is defined as having a holiday fall on Friday, Saturday, Sunday, or Monday.

Contractor shall provide a uniformed off-duty Police Officer to control traffic in critical situations as determined by the Engineer. The uniformed officer shall be paid under contract item “Traffic Control – Off-Duty Police Officer.”

Contractor shall notify the local Fire, Police and Engineering Departments before the beginning of each phase of construction so that these agencies may re-route their emergency vehicles around the construction zone. The non-emergency phone number for Everett Police is 258-2484, for Fire Dispatch is 257-8757, and for Public Works Engineering is 257-8800.

Contractor shall notify City of Everett Transit at 425-257-8984 and Community Transit at 425-348-7100 of all street closures or delays at least 24 hours in advance to enable rerouting of buses.

Contractor shall notify the property owners at least 72 hours in advance to enable them to remove vehicles parked in the vicinity of Work. Towing vehicles shall be the responsibility of the Contractor and no additional payment will be made.

Further supplement 1-07.23(1) by adding the following:

1-07.23(1)A General Requirements Traffic (******)

The following general requirements apply to all Work on the Project:

Prepare and submit to Engineer a Traffic Control Plan in accordance with 1-10.2(2) TRAFFIC CONTROL PLANS.

Refer to 1-08.4(2) SPECIAL CONSTRUCTION CONSTRAINTS regarding construction constraints resulting from traffic control.

Notify all affected property owners prior to commencing the barricading of streets, sidewalks, and driveways.

All business driveways shall remain open except as necessary to permit curing of construction materials or for short periods of time as required for excavations. However, at least one driveway per business shall remain open to vehicular traffic at all times unless otherwise approved by the Engineer and affected property owner in writing.

Signs and barricades shall be supplemented by lanterns or flasher units during the hours of darkness.

Drivers of motor vehicles used in connection with the construction shall obey traffic rules posted for such location in the same manner and under the same restrictions as provided for the drivers of private vehicles.

Conduct the Work, at all time throughout the project, in such a manner as will obstruct and inconvenience vehicular and pedestrian traffic as little as possible. Keep the streets, sidewalks and private driveways open except for the brief periods when actual Work is being done.

No lane closures will be permitted between 3:30 p.m. and 6:00 p.m., unless specifically approved by the Engineer.

1-07.24 Rights of Way

Delete1-07.24 and substitute the following:

Street right of way lines, limits of easements, and limits of construction permits are indicated on the Plans. The Contractor’s construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the City will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the Work. Exceptions to this are noted on the Plans.

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

The Contractor shall not proceed with any portion of the Work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the City in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that Delay resulting from City obtaining easement or right of entry or right of way shall not be a breach of Contract.

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

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

1-07.27 No Waiver of State's Legal Rights

Delete 1-07.27 and substitute the following:

1-07.27 No Waiver of City's Legal Rights (******)

The City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor and the Sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Engineer nor any payment for the whole or any part of the Work, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the Contract or of any power herein reserved or any right to damages herein provided, or bar recovery of any money wrongfully or erroneously paid to the Contractor. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor and the City recognize that the impact of overcharges to the City by the Contractor resulting from antitrust law violations by the Contractor's suppliers or Subcontractors adversely affects the City rather than the Contractor. Therefore, the Contractor agrees to assign to the City all claims for such overcharges.

1-07.28 Railroads

Section 1-07.28 is supplemented with the following:

(October 3, 2022 WSDOT GSP)

The Contracting Agency has or will enter into an agreement with the Railroad Company as specified in these provisions as contained in Appendix F.

1-07.28(6) Railroad Protective Services

Section 1-07.28(6) is supplemented with the following:

(October 3, 2022 WSDOT GSP)

The Contractor shall notify the Railroad Company a minimum of 15 days in advance of whenever the Contractor is about to perform Work within Railroad Company property or within 25 feet of the centerline of tracks to enable the Railroad Company to provide flagging or other protective services.

The Railroad Company's contact to schedule flagging or other protective services is:

Wilson & Company (BNSF's Scheduling Agent)

Contact WilsonCompany.Utility.IC@wilsonco.com (preferred method) or call (816) 556-3624.

1-07.28(8) Measurement and Payment

Section 1-07.28(8) is revised to read:

(October 3, 2022 WSDOT GSP)

The Contracting Agency will make payments to the Railroad for protective services unless:

1. Such services result from the Contractor's failure to comply with the terms and conditions of its contract with the Contracting Agency or with its Contractor's Right of Entry Agreements with the Railroad Company.
2. The Contractor fails to obtain authorization from the Engineer prior to coordinating with the Railroad Company for any flagging requiring overtime payments as specified under Railroad Safety and Flagging.
3. The Contractor arranges for assignment of a railroad flagger and alters project work so that a flagger is no longer needed, and adequate advance notice is not provided to the Railroad Company of such change in the need for a flagger (i.e., causing the Railroad Company to dispatch a flagger billable to the project when one is not required).
4. The Contractor causes an emergency, as specified under Railroad Operations.
5. Protective services are required as a result of a request to the Railroad Company for the Contractor's convenience.
6. The Contract provides for a bid item in the Contract.

All costs to comply with this Section, unless otherwise stated, are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the unit Bid prices of the Contract.

1-08 PROSECUTION AND PROGRESS

Supplement Section 1-08 by adding the following:

1-08.0 Preliminary Matters

1-08.0(1) Preconstruction Conference

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the Work;

3. To establish and review, at a minimum, procedures for progress payment, notifications, approvals, and submittals;
4. To establish normal working hours for the Work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the Work.

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

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

1-08.0(2) Hours of Work

Except in the case of emergency or unless otherwise required by 1-07.23(1) or otherwise noted and approved by the City within these Special Provisions, the normal straight time working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. Should Contractor elect to work on a holiday or weekend, those normal working hours shall be from 9:00 a.m. to 6:00 p.m. The normal straight time 8-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the Work.

When connecting to existing water mains and services are required, the City will obtain all necessary permissions, and the normal hours of work shall be any consecutive 8-hour period between 6:00 p.m. and 7:00 a.m. When working from I-5 bridge, when lane closures on I-5 are necessary, the normal hours of work shall be 8 pm to 5 am Sunday to Thursday. Refer to 7-09.3(19)A regarding night or weekend connection work time requirements.

If a Contractor is required to or desires to perform Work on holidays, weekends, or before 7:00 a.m. or after 10:00 p.m. on any weekday, the Contractor shall apply in writing to the Engineer for permission to work such times. Such requests shall be submitted to the Engineer no later than noon on the working day prior to the day for which the Contractor is requesting permission to work, unless a noise variance will be required. In such case provide request a minimum of 30 days prior to performing the work in accordance with 1-07.1(7) NOISE.

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the City or Engineer. These conditions may include, and not be limited to; requiring the Contractor to reimburse the City for the costs in excess of straight-time costs for City employees and necessary assistants who worked during such times, on non-Federal aid projects. Assistants may include, and are not limited to, survey crews; personnel from the City's material testing lab; inspectors; and other City employees when in the opinion of the Engineer, such work necessitates their presence. The work performed on Saturdays, Sundays, and holidays will be considered as working days with regards to the Contract Time; and considering multiple work shifts as multiple working days with respect to Contract Time even though the multiple shifts occur in a single 24-hour period.

1-08.0(3) Reimbursement for Overtime Work of City Employees and Assistants

Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-hour work shift on a regular working day, as defined in the Standard Specifications, such work shall be considered as overtime work. On all such overtime work an inspector

will be present, and a survey crew may be required at the discretion of the Engineer. If such work is the result of Contractor's inability to complete work or coordinate materials, equipment and labor in accordance with agreed schedule, then the City may deduct from amounts due or to become due to the Contractor for the costs in excess of the straight-time costs for employees and assistants of the City required to work overtime hours.

The Contractor by these specifications does hereby authorize the Engineer to deduct such costs from the amount due or to become due to the Contractor.

1-08.1 Subcontracting

Delete 1-08.1(7)A Payment Certification and substitute the following:

On all projects funded only with City funds, the Contractor shall certify to the actual amounts paid Disadvantaged, Minority, or Women's Business Enterprise firms that were used as subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This certification shall be submitted to the Engineer on WSDOT form 140-542 within 20 calendar days after physical completion of the Contract.

Supplement 1-08.1 by adding the following:

The Contract Documents shall apply to Subcontractors and suppliers as if each had signed the Contract with the City. Contractor shall include the provisions of these Contract Documents or a "flow down" clause in each contract with Subcontractors and suppliers.

The City will not approve a Subcontractor that is also providing services to the City on the same project.

In addition to any other requirement in this Section, no Subcontractor or lower tier subcontractor will be permitted to perform Work under the Contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

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

In addition to any other requirement in this Section, Contractor shall not sublet to a single Subcontractor more than one-half of the Project. The City may refuse to approve any subcontract for any reason. Subcontractors will be considered agents of the Contractor and their work shall be subject to the provisions of the Contract. References in the Contract Documents to actions required of Subcontractors, manufacturers, suppliers, or any person other than the Contractor, the City or the City's Representative shall be interpreted as requiring that the Contractor shall require such Subcontractor, manufacturer, supplier, or person to perform the specified action.

1-08.3 Progress Schedule

1-08.3(1) General Requirements

Delete 1-08.3(1) and substitute the following:

1-08.3(1) General
(******)

Because time is of the essence, diligent and expeditious progress and completion of the Work by the Contract Completion Date is required of the Contractor. Careful, adequate, accurate and complete planning and scheduling of the Work by the Contractor, both prior to the start of, and throughout, construction, is vital to the success of this Project for both the Contractor and the City. The purposes of the schedules and reports include:

1. Ensuring adequate planning and execution of the Work by the Contractor.
2. Assisting the City or its representative in monitoring construction.
3. Assessing the impact of any actual, potential, or proposed change, including, but not limited to, the financial impact resulting from schedule changes and changes to the scope of Work.
4. Supporting the basis for construction payments.
5. Planning by City and tenants.
6. Avoiding additional or extra costs or expenses to the City.

All schedules will be reviewed by the City and the City's Representative. The City or City's Representative's review of any schedule shall not transfer the Contractor's responsibilities to the City. Review shall not constitute approval or acceptance of the Contractor's construction means, methods, sequencing, logic, order, precedence and succession of activities or Contractor's ability to complete the Work in a timely manner. Any mistakes or errors in any schedule, including, but not limited to, mistakes or errors of logic, order, precedence, and duration, are and remain the Contractor's. The City or City's Representative may, however, comment upon the schedule. The Contractor remains wholly responsible for completing the Work within the Contract duration. Any comments by City or City's Representative personnel regarding the schedule shall not be construed as approval or ratification, nor shall the Contractor incorporate or change its schedule as a result of City or City's Representative comments in the absence of an express written directive to that effect.

Contractor shall submit, update, and maintain schedules as required by the Contract Documents.

The Contractor shall provide sufficient material, equipment, and labor to meet the interim milestones, Substantial Completion, Physical Completion and Completion Dates provided by the Contract Documents. The City allocates its resources to a Contract based on the total time allowed in the Contract. The Contractor may submit a schedule indicating Completion Date earlier than the end of Contract Time, but City cannot guarantee its resources will be available to meet such schedule. City shall not pay or be liable for any additional compensation if the Contractor is not able to meet a schedule that indicates a Completion Date earlier than the end of Contract Time.

Failure to schedule City furnished or installed materials and Equipment for installation on or after its planned arrival pursuant to the City's Contract with the supplier or failure to notify the City in writing of tasks dependent upon the fact or date of arrival of such City furnished materials and Equipment, constitute a waiver by Contractor of any Contract Claim arising out of or related to the timeliness of the furnishing or installation of such material and Equipment. All schedules shall allow for timely incorporation of any other's work under separate contract with City and for timely incorporation of any work

provided and installed by City. Unless otherwise expressly authorized in writing by the City's Representative, the Contractor shall integrate the schedules with the Schedule of Values and unit price items so that each construction activity is represented by a dollar value.

Float in a progress schedule belongs to the City.

Subcontractors shall review all schedules prior to submission to the City and City's Representative. At the City's option and sole discretion, City may require Contractor to obtain written acceptance of each schedule by Subcontractors as practical and feasible, as the schedule relates to Subcontractors' work.

Contractor shall not schedule any activity with an unrealistic, unduly long, or unduly short duration. Contractor shall use its best efforts in good faith to set reasonable durations for all activities. Contractor shall not attempt to "grab the Float" or make an effort to use Float in the Progress Schedule for the benefit of the Contractor, rather than the benefit of the Project. Contractor shall use its best efforts in good faith to minimize dependencies, minimize the number of critical paths, and schedule the Project to be complete as expeditiously as reasonably possible.

Contractor shall submit with each application for payment or progress pay estimate an updated progress schedule, but no less often than monthly. If requested by the City's Representative or the City, Contractor shall prepare and submit updated progress schedules from time to time that may be more frequent than monthly.

The Contractor hereby expressly agrees and acknowledges that any failure by Contractor to provide accurate, complete, current and updated schedules at least monthly constitutes a waiver of any and all claims or requests for adjustment of Contract Sum or Time that arise out of, result from, or are caused by, any Delay on the Project or scheduling of the Work. Timely submission of updated schedules at least monthly is a condition precedent to any later or subsequent Contract Claim or request for an adjustment of either Contract Sum or Time related to or arising out of time, an alleged Delay, or the schedule or sequence of Work. Similarly, the parties agree the City may withhold progress pay estimates if updated schedules are not timely submitted monthly. These remedies are cumulative and not exclusive of other remedy. The City's use of one or more of these remedies does not constitute an election or prevent the City from pursuing other remedies for this or other defaults.

No later than the pre-construction conference, Contractor shall submit a preliminary schedule ("Preliminary Schedule") for the entire Work to City's Representative and City. Contractor shall prepare such schedule in consultation with its Subcontractors.

1-08.3(2) Project Schedule Types

Delete 1-08.3(2), including its subsections, and substitute the following:

1-08.3(2) Project Schedule Requirements For Contracts Exceeding $500,000 (******)

1-08.3(2)A Scheduler

Contractor represents and warrants that it employs, or will engage prior to preparation of the Preliminary Schedule, a qualified scheduler. A "qualified scheduler" is a person who has at least five years of full time, construction project scheduling experience, who is familiar, competent, and professional in creating, maintaining, and updating time scaled and resource loaded critical path schedules. Contractor shall submit to the City the name, address, and qualifications of the qualified scheduler to the City for approval no later than the pre-construction conference.

1-08.3(2)B Baseline Schedule

The progress schedule submitted to the City's Representative and City after their review of the Preliminary Schedule shall be the Baseline Schedule. The Baseline Schedule shall be the baseline schedule against which all future schedules are compared and updated, and job progress is measured. The Baseline Schedule shall not be reset or changed without the written agreement of City's Representative and City.

1-08.3(2)C Updates

Contractor shall submit with each application for payment or progress pay estimate an updated progress schedule, but no less often than monthly. If requested by City's Representative or the City, Contractor shall prepare and submit updated progress schedules from time to time, which may be more frequent than monthly.

An updated progress schedule shall identify progress of the Project or Work to the date of submission. It shall include, but not be limited to: (1) identification of all actual start and completion dates occurring prior to the submission of the schedule; (2) comparison of actual start and completion dates to the planned start and completion dates shown on the Baseline Schedule; and (3) comparison of expected start and completion dates for work to occur after submission updated progress schedule to the planned start and completion dates shown on the Baseline Schedule. Work remaining to be completed at the end of a period for an activity should show the remaining duration required to complete that activity. The percent complete for that activity should also be shown. If during the course of construction the Contractor desires or feels it necessary to make changes in the schedule logic, these changes should be identified, highlighted, and specifically and expressly brought to the attention of the City's Representative and City along with the schedule update.

An updated progress schedule shall show changes occurring since submission of the previous updated progress schedule such as:

1. Major changes in scope;
2. Activities modified since previous submission;
3. Revised projection for construction completion, as applicable; and
4. Any other changes.

Contractor shall submit an updated progress schedule for review by the City and City's Representative, at the weekly construction meeting or as otherwise as requested by City's Representative or City. Any deviation from the Baseline Schedule shall be explained by the Contractor, including the cause and effect of the deviation. Contractor shall state in writing the corrective measures it will take to bring the progress of the Work back in line with the Baseline Schedule.

Once an actual start or completion date is stated in a submitted progress schedule, Contractor shall not change schedule without prior written agreement of the City and City's Representative.

With each submitted updated progress schedule, Contractor shall provide a written narrative report that identifies anticipated or actual deviations from the Baseline Schedule, causes of the deviations, and the impact of the deviations on the schedule and describes the corrective action taken or proposed, and its effect.

1-08.3(3) Schedule Updates

Delete 1-08.3(3) and substitute the following:

1-08.3(3) Schedule Format And Content (******)

1-08.3(3)A Schedule Format

All schedules shall be in the following form:

1. Network analysis system using the current version of Microsoft Project software (or other software acceptable to the City Representative) and the critical path method, as outlined in The Associated General Contractors of America (AGC) publication “The Use of CPM in Construction -A Manual for General Contractors.”
2. Sequence of Listings: The chronological order of the start of each activity of Work. Listings on Progress Schedule and Schedule of Values shall be the same.
3. Scale and Spacing: To provide space for notations and revisions.
4. Each schedule and update shall be provided in three (3) paper copies and one electronic copy in current Microsoft Project format (or other format acceptable to the City Representative). Paper copies shall be on a single sheet of paper and of sufficient size to allow legibility of schedule. Pieces of the schedule on separate sheets of paper that must be taped together to form schedule are not permitted. Electronic copies shall be submitted on either separate CD-ROMs or as email attachment to City’s Representative or as otherwise acceptable to the City Representative.
5. Updated Progress Schedules shall indicate progress of the Work to the date of submission by drawing a vertical line down the schedule to represent Work completed to date.

1-08.3(3)B Schedule Contents

All Progress Schedules shall:

1. Include essential sub-schedules of related activities.
2. Allow for timely incorporation of any other's work under separate contract with City.
3. Allow for timely incorporation of work provided and installed by City.
4. Include submittals to agencies required for performance of Work with sufficient, adequate, and reasonable time for review, comment and return submittals.
5. Allow for appropriate durations to complete activities that may be affected by weather during the time of year the activities are performed.
6. Identify logical connections, dependency upon preceding or succeeding activities, restraints, or constraints, planned start and completion dates, duration, actual start and completion dates, and variances.
7. Activity durations shall not exceed twenty (20) days. The activities shall be related to early and late start, early and late finish, and Float dates.

Activities listed in the Preliminary Schedule shall be included in all subsequent schedules. No activity in the Preliminary Schedule shall be deleted without prior written consent of the Representative and City.

Contractor shall notify City's Representative and City in writing and highlight the addition of all activities to the schedule after the Preliminary Schedule.

The Baseline Schedule shall be part of the Contract.

Each activity shall be identified with a number that incorporates the Specification section number.

Activities shall be consistent and identified with the Schedule of Values (if applicable) or unit prices of the bid schedule. All elements and items in the Schedule of Values or unit prices in the bid schedule shall appear in the Progress Schedules.

Contractor shall provide sub-schedules for each stage/phase of Work as required by City, City's Representative, or Subcontractor.

Contractor shall provide sub-schedules to define major portions of the entire schedule. Include long-lead-time items for Equipment and material that requires long fabrication time. Order these well in advance of required delivery time to sequence with overall construction schedule.

Each schedule shall show accumulated percentage of completion of each activity, and total percentage of Work completed, as of the date of payment application.

Contractor shall include in each schedule as activities the submission, review, and correction of Submittals, Shop Drawings, Product Data and Samples. The schedule should show:

1. The dates for Contractor's Submittals.
2. A minimum of 14 calendar days duration for City or City's Representative's review.
3. Indicate decision data for selection of finishes.
4. Show Submittal preparation, submission, review, and breakdown at a minimum. Show individual parts of major Submittals.

Contractor shall identify any and all Work furnished by City and installed by City on the construction schedule.

1-08.3(4) Measurement

Delete 1-08.3(4).

1-08.3(5) Payment

Delete 1-08.3(5) and substitute the following:

Costs incurred in performance of this Work shall be included in the contract bid items and no direct compensation shall be paid.

1-08.4 Prosecution of Work

Delete 1-08.4 and substitute the following:

1-08.4 Notice to Proceed and Prosecution of Work (******)

The City will issue a Notice to Proceed after the Contract has been executed and the Contract Bonds and evidence of insurance have been approved and filed by the City. Notice to proceed shall not be issued by the City prior to Monday, March 23rd, 2026. The Contractor shall not commence with the Work until the Notice to Proceed has been given by the City. The Contractor shall commence construction activities on the Project site within 14 calendar days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the Work to the Physical Completion Date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve

the Contractor of the responsibility to complete the Work within the time(s) specified in the Contract.

The City is not obligated to accept or pay for Work performed by the Contractor or be liable for any Delays, prior to delivery of the Notice to Proceed. The City's knowledge of Work being performed prior to delivery of the Notice to Proceed will not obligate the City to accept or pay for such Work. Contractor waives any and all Contract Claims for an adjustment of Contract Sum or Contract Time arising out of, or related to, Work it performs prior to receipt of the Notice to Proceed.

The City may allow the Contractor to perform some Work prior to issuance to the Notice to Proceed, such as shop drawings, equipment and material Submittals, or surveying and the City or City's Representative may, in its sole discretion, approve in writing such Work prior to the issuance of the Notice to Proceed.

Supplement 1-08.4 by adding the following:

1-08.4(1) Construction Progress
(******)

The Contractor shall furnish all labor, materials, facilities, and Equipment necessary to ensure the prosecution and completion of the Project within the interim milestones, Substantial Completion, Physical Completion and Completion Dates of the Contract. If Work falls seven calendar days or more behind the reviewed Preliminary Schedule, the Contractor agrees that, at its sole cost and expense, it will take all actions necessary to return the Project to the accepted schedule. These actions may include the following:

a. Increase labor in quantities and crafts.

b. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of Equipment, or any combination of the foregoing.

c. Reschedule activities.

If requested by the City's Representative, the Contractor shall prepare a proposed schedule revision demonstrating a plan to make up the lag in progress and ensure completion of the Work within the Contract Time. All actions taken to return the Project to the accepted schedule are at the Contractor's expense.

The Contractor shall pay all costs incurred by the City that result from the Contractor's action to return the Project to its accepted schedule, including, but not limited to, additional, overtime, or third party inspection, design and construction management service costs. Contractor agrees that City shall deduct such charges from payments due the Contractor. It is further understood and agreed that none of the services performed by the City's Representative in monitoring, reviewing, and reporting Project status and progress shall relieve the Contractor of responsibility for planning and managing construction Work in conformance with the construction schedule.

1-08.4(2) Special Construction Constraints
(******)

Refer to 1-08.0(2) for work hours.

Refer to 1-07.23(1) for construction under traffic and 1.07.23(1)A for general traffic requirements.

Provide notice in accordance with 8-20.3(1) of these Special Provisions to City of Everett Traffic Department before cutting induction loop wiring.

Pay particular attention to maximum length allowed between sampling points on new water main in accordance with 7-09.3(24)H FINAL FLUSHING AND TESTING.

Upon completion of pipe installation and trench backfilling to specifications, promptly restore street, driveway and sidewalk surfaces using Temporary Pavement Patch in accordance with Section 5-06.3(6) TEMPORARY PAVEMENT PATCHING and permit public use and access for City inspection activities.

Parking spaces are normally very limited in most areas of the project and the Contractor will be required to cooperate with the City in resolving parking issues. In general, businesses and residents who rely on on-street parking and are displaced by the construction shall be given priority for the nearest available parking location. The Contractor's employees may be required to park their personal vehicles away from the area of construction.

This 1-08.4(2) is not a complete list of all constraints that may be in the Contract Documents. Contractor is responsible for all constraints in the Contract Documents.

1-08.5 Time for Completion

Delete all of 1-08.5 and substitute the following:

1-08.5(1) General

The Contractor shall complete all physical Contract Work within the number of "working days" stated in the Contract Provisions or as extended by the Engineer in accordance with Section 1-08.8. Every day will be counted as a "working day" unless it is a nonworking day or an Engineer determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a whole or half day on which the Contract specifically prohibits Work on the critical path of the Contractor's approved progress schedule, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, June 19, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days.

An unworkable day is defined as a half or whole day the Engineer declares to be unworkable because of weather or conditions caused by the weather that prevent satisfactory and timely performance of the Work shown on the critical path of the Contractor's approved progress schedule. Other conditions beyond the control of the Contractor may qualify for an extension of time in accordance with Section 1-08.8.

Contract Time shall begin on the effective date of the Notice to Proceed. The Contract Documents may specify another starting date for Contract Time, in which case, Contract Time will begin on the starting date the Contract Documents specify.

Each working day shall be charged to the Contract as it occurs, beginning on the effective date of the Notice to Proceed, unless otherwise provided in the Contract Documents, until the Contract Work is physically complete. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the Contract the week before; (2) specified for the physical completion of the Contract; and (3) remaining for the physical completion of the Contract. The statement will also show the nonworking days and partial or whole day the Engineer declares as unworkable. Within 14 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor elects to work ten hours a day and four days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as

a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

The Engineer will give the Contractor written notice of the Physical Completion Date for all Work the Contract requires. That date shall constitute the Physical Completion Date of the Contract, but shall not imply the City's acceptance of the Work or the Contract.

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

1. The physical Work on the project must be complete; and
2. The Contractor shall furnish all documentation required by the Contract and required by law, to allow the City to process final acceptance of the Contract. The following documents must be received by the Engineer prior to establishing a Completion Date:
    a. Certified payrolls.
    b. Material Acceptance Certification Documents.
    c. Annual Report of Amounts Paid as MBE/WBE Participants.
    d. Final Contractor Voucher Certification.
    e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors.
    f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the City in accordance with Section 8-01.3(16)

1-08.5(2) Substantial Completion (******)

When the Contractor considers the Work to be Substantially Complete and ready for its intended use, it shall give Notice to the City's Representative. The Notice shall include an itemized list of remaining incomplete Work. If the City's Representative determines the Work is not substantially complete, it will so notify the Contractor in writing, identifying the reasons for such a determination. If the City's Representative finds the Work substantially complete, it will meet with the Contractor to (1) prepare a Punch List of incomplete items of Work; (2) define the division of responsibility between City and Contractor with respect to security, operation, maintenance, heat, utilities, insurance, and warranties; and (3) describe other issues related to acceptance of the substantially completed Work.

If the City's Representative is not an employee of the City, the City's Representative will write to the City upon reaching agreement with the Contractor, certifying that the Work is substantially complete, listing the items of incomplete Work, stating the date for completion of incomplete work, defining the division of responsibilities, and setting forth any other terms related to acceptance. In such event, the City will review the City's Representative's certification that the Work is substantially complete. If the City concurs, the City will notify the Contractor in writing that the Work is accepted as substantially complete. Except for any portion(s) of Work specified for early completion or required by the City for early possession, Substantial Completion will not occur for Work until the

entire Project is ready for possession and use. The acceptance Notice will include a Punch List of incomplete Work items and corrective Works, set the date for their completion and repair, describe the division of responsibility between the City and Contractor, and describe other terms of acceptance. The Contractor will acknowledge receipt of the acceptance Notice in writing, indicating acceptance of all of its terms and provisions.

Subsequent to the Substantial Completion date, the City may exclude the Contractor from the Work during such periods when construction activities might interfere with the intended operation of the Project. The City, however, shall allow the Contractor reasonable access for completion or correction of incomplete Punch List items.

1-08.5(3) Acceptance of Work
(******)

Upon completion of the Project, including, but not limited to, record drawings, as-builts, required reports and operations and maintenance manuals, the Contractor shall so notify the City's Representative in writing. Upon receipt of the notification, the City's Representative will promptly, by personal inspection, determine the actual status of the Work in accordance with the terms of the Contract. If the City's Representative finds materials, Equipment, or workmanship that do not meet the terms of the Contract, it will prepare a Punch List of such items and submit it to the Contractor. Following completion of the corrective work by the Contractor, the City's Representative will notify the City that the Work has been completed in accordance with the Contract. The City shall make the final determination of acceptability and completion. For portions of the Project not previously accepted as substantially complete, the conditions of guarantee shall commence on the date that the City determines the Project is complete.

1-08.6 Suspension of Work

Delete 1-08.6 and substitute the following:

The Engineer may order suspension of all or any part of the Work if:

1. Unsuitable weather prevents satisfactory and timely performance of the Work; or
2. The Contractor does not comply with the Contract; or
3. It is in the public interest.

When ordered by the Engineer to suspend or resume Work, the Contractor shall do so immediately.

If the Work is suspended for reason (1) above, the period of Work stoppage will be counted as unworkable days. But if the Engineer believes the Contractor should have completed the suspended Work before the suspension, all or part of the suspension period may be counted as working days. The Engineer will set the number of unworkable days (or parts of days) by deciding how long the suspension delayed the entire project.

If the Work is suspended for reason (2) above, the period of Work stoppage will be counted as working days. The lost Work time, however, shall not relieve the Contractor from the Contract responsibility.

If the performance of all or any part of the Work is suspended, delayed, or interrupted for an unreasonable period of time by an act of the City in the administration of the Contract, or by failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), the Engineer will make an adjustment for increases in the cost or time for the performance of the Contract (excluding profit) necessarily caused by the suspension, delay, or interruption. However, no adjustment will be made for suspensions, delays, or interruptions if (1) the performance would have been suspended, delayed, or

interrupted by other causes, including the fault or negligence of the Contractor, or (2) an equitable adjustment is provided for or excluded under another provision of the Contract.

If the Contractor believes that the performance of the Work is suspended, delayed, or interrupted for an unreasonable period of time and such suspension, delay, or interruption is the responsibility of the City, the Contractor shall immediately submit a written Notice to the Engineer within 14 calendar days of the start of the suspension delay or interruption requesting an equitable adjustment. No adjustment shall be allowed for costs incurred more than 14 calendar days before the date the Engineer receives the Contractor's written Notice. The Engineer will issue a Written Determination to the Contractor and adjust payment and time in accordance with this section, if warranted. If the Contractor does not agree with the Written Determination, then the Contractor may pursue remedies in accordance with Section 1-04.5 and Section 1-09.11. The Contractor shall keep full and complete records of the costs and additional time of such suspension, delay, or interruption and shall permit the Engineer to have access to those records and any other records as may be deemed necessary by the Engineer to assist in evaluating the Notice.

The Engineer will determine if an equitable adjustment in cost or time is due as provided in this section. The equitable adjustment for increase in costs, if due, shall be subject to the limitations provided in Section 1-09.4, provided that no profit of any kind will be allowed on increases in costs caused by the suspension, delay, or interruption.

Request for extensions of time will be evaluated in accordance with Section 1-08.8.

The Engineer's determination as to whether an adjustment should be made will be final.

By failing to follow procedures of Section 1-04.5 and Section 1-9.11, the Contractor completely waives claims for protested Work.

1-08.6(1) Suspension Procedures (******)

The City may, at its convenience and at any time and without cause, suspend all or any part of the Work by notice in writing to the Contractor. The Contractor will be allowed an increase in the Contract Sum or an extension of Contract Time, or both, directly attributable to any suspension in accordance with the Change Order procedures in these Special Provisions; provided, (1) the Contractor shall not be entitled to any increase to the extent caused by the Contractor and (2) Contract Sum increases and Contract Time extensions for suspension caused by Third Parties or Force Majeure Events are limited as set forth in 1-09.11A(3)D THIRD PARTY CAUSED DELAYS AND FORCE MAJEURE. The Contractor shall resume the Work within five (5) calendar days after receiving written notice from the City to do so.

1-08.7 Maintenance During Suspension

Delete all of 1-08.7 and substitute the following:

Before and during any suspension (as described in Section 1-08.6) the Contractor shall protect the Work from damage or deterioration. Suspension shall not relieve the Contractor from anything the Contract requires unless this Section states otherwise.

At no expense to the City, the Contractor shall provide through the construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public use during suspension, as required in 1-07.23 PUBLIC CONVENIENCE AND SAFETY. This may require a temporary road or detour.

If the Engineer determines that the Contractor failed to pursue the Work diligently before the suspension, or failed to comply with the Contract or orders, then the Contractor shall maintain the temporary roadway, sidewalk, and path in use during suspension. In this case, the Contractor shall bear the maintenance costs. If the Contractor fails to maintain

the temporary roadway, sidewalk, and path the City will do the Work and deduct all resulting costs from payments due to the Contractor.

If the Engineer determines that the Contractor has pursued the Work diligently before the suspension, then the City will maintain the temporary roadway, sidewalk, and path (and bear its cost). This City-provided maintenance work will include only routine maintenance of:

1. The Traveled Way, Auxiliary Lanes, Shoulders, detour surface, sidewalks, and paths,
2. Roadway drainage along and under the traveled Roadway, sidewalk, path or detour, and
3. All barricades, signs, and lights needed for directing traffic through the temporary Roadway, sidewalk, path or detour in the construction area.

The Contractor shall protect and maintain all other Work in areas not used by traffic. All costs associated with protecting and maintaining such Work shall be the responsibility of the Contractor except those costs associated with implementing the TESC Plan according to Section 8-01.

After suspension during which the City has done the routine maintenance, the Contractor shall accept the traveled Roadway, sidewalk, path or detour as is when Work resumes. The Contractor shall make no claim against the City for the condition of the Roadway or detour.

After any suspension, the Contractor shall resume all responsibilities the Contract assigns for the Work.

1-08.8 Extensions of Time

Delete the second paragraph of 1-08.8 and replace with:

In evaluating requests for time extension, the Engineer will consider how well the Contractor used the time from Contract execution up to the point of the delay and the effect the delay had on any completion times included in the Special Provisions. The Engineer will evaluate and issue a Written Determination.

Delete the final two sentences of 1-08.8 and replace with:

If the Contractor does not agree with the Engineer's Written Determination, the Contractor shall provide Notice in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5 and Section 1-9.11, the Contractor completely waives claims for protested Work.

Supplement 1-08.8 by adding the following:

Any requests for extensions in Contract Time, whether resulting from Extra Work directed by the City or not, shall be accompanied by an analysis of schedules using the critical path method. This analysis shall include an updated schedule, an as-planned schedule, an as-built schedule, a but-for schedule, and narrative explaining the alleged causes, schedule impacts and all costs related to or arising out of the proposed extension. Any requests for extensions of Contract Time by the Contractor shall be submitted in accordance with these Contract Documents. If a request combined with previous extension requests, equals 20 percent or more of the original Contract Time then the Contractor's letter of request must bear consent of Surety if so required by the City. Extensions of Contract Time will be granted only as provided in the Contract Documents and to the extent that affected critical activities exceed the Total Float time along the affected paths of the reviewed Preliminary Schedule at the time the change was authorized in writing by the City. Contractor has the

burden of clearly and convincingly demonstrating entitlement to any adjustment of Contract Time.

If the City is solely responsible for any Delay to Substantial Completion, Physical Completion, Completion Date, or Final Acceptance, the Contractor shall only be entitled to compensation or other damages as described in 1-09.11A REMEDIES, provided that Contractor timely gave Notice pursuant to 1-04.5 NOTICE BY CONTRACTOR, timely submitted a Contract Claim pursuant to 1-09.11(2) CONTRACT CLAIMS and fulfilled the requirements of 1-08.3 PROGRESS SCHEDULE.

1-08.9 Liquidated Damages

Revise the second and third paragraphs of 1-08.9 to read as follows:

Accordingly, the Contractor agrees:

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

Liquidated Damages Formula
LD=0.15C/T

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

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

1-08.10 Termination of Contract

1-08.10(1) Termination for Default

Delete all of 1-08.10(1) and substitute the following:

The City may terminate the Contract upon written notice to Contractor and its Surety whenever the Contractor is deemed to be in default or fails to fulfill, in a timely and proper manner, one or more Contract obligations, or is in violation of any provisions or covenants of the Contract. Termination shall be effective upon Contractor's and Surety's receipt of such notice

For purposes of this section, the Contractor shall be deemed to be in default upon the occurrence of one or more of the following events:

1. If Contractor is bankrupt or insolvent.
2. If Contractor makes a general assignment for the benefit of creditors.

3. If a trustee or receiver is appointed for Contractor, or for any of Contractor's property.
4. If Contractor files a petition to take advantage of any debtor's law, or to reorganize under any bankruptcy chapter or law.
5. If Contractor repeatedly fails to make prompt payments to subcontractors or others for labor, materials, or Equipment.
6. If Contractor disregards laws, ordinances, rules, regulations, or orders of public bodies having jurisdiction.
7. If Contractor disregards the authority of the City or City's Representative.
8. If Contractor substantially violates the provisions of the Contract Documents or fails, neglects, or refuses to proceed in compliance with the provisions of the Contract Documents.
9. If the Contractor made material misrepresentations to the City with respect to: (a) its qualifications or those of its subcontractors; (b) its or its subcontractors' ability to perform the Work in a timely, workmanlike manner; (c) the materials installed or to be installed; or (d) progress pay estimates.
10. If Contractor fails to supply sufficient skilled workers or suitable materials or equipment.
11. If Contractor refuses or fails to prosecute the Work with such diligence as will ensure its Physical Completion within the original Physical Completion time and any extensions of time which may have been granted to the Contractor by change order or otherwise.
12. If Contractor disregards laws, ordinances, rules, codes, regulations, orders, or similar requirements of any public entity having jurisdiction.
13. If Contractor performs Work which deviates from the Contract.
14. If Contractor otherwise violates in any material way any provisions or requirements of the Contract.

After termination of the Contractor for default, the City may transfer performance of the Work to the Contractor's Surety or elect to prosecute to completion by contract or otherwise.

If the City chooses to provide such sufficiency of labor or materials as required to complete the Work, the City may exclude the Contractor from the site and take possession of the Work and all of the Contractor's tools, appliances, owned or rented construction equipment, and machinery at the site and use the same to the full extent they could be used by the Contractor. The City may incorporate in the Work all materials and Equipment stored at the site or for which the City has paid the Contractor, but which are not yet on site. In such case, the Contractor will not be entitled to receive any further payment until the Work is finished. At the City's sole option, Contractor shall assign and transfer any contractual rights to material and Equipment to be installed, incorporated, or used in the performance of the Work. City shall credit Contractor for the reasonable fair market rental value of any and all Contractor owned equipment for so long as retained and used by the City. City shall credit Contractor for all materials and supplies on site or on order, but not yet paid for by City, provided that ownership is transferred and assigned to the City and the materials and supplies conform to the requirements of the Contract Documents.

If the unpaid balance of the Contract Sum exceeds the direct and indirect cost of the completed Work, including construction management services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the City. Such costs incurred by the City will be verified by the City's Representative and incorporated into a Change Order, but in finishing the Work, the City may negotiate for materials, Equipment, and services to complete the Work and will not be required to obtain the lowest figure for Work performed.

Where the Contractor services have been so terminated by the City, the termination shall not affect rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the City will not release the Contractor from liability.

In exercising the City's right to prosecute the Physical Completion of the Work, the City shall have the right to exercise its sole discretion as to the manner, method, and reasonableness of the costs of completing the Work. In the event that the City takes Bids for remedial Work or Physical Completion of the project, the Contractor shall not be eligible for the Award of such Contracts.

If the City terminates this agreement for default, and it is thereafter determined that the Contractor had not so failed to perform its obligations or defaulted in any way, the termination shall then be deemed to have been made for the convenience of the City pursuant to 1-08.10(2) TERMINATION FOR PUBLIC CONVENIENCE. In that event, any adjustment of Contract Sum shall be in accordance with the Contract Documents.

The Contractor covenants and agrees that in the event suit is instituted by the City for any default on the part of the Contractor and the Contractor is adjudged by court of competent jurisdiction to be in default, the Contractor shall pay to the City all costs, expenses expended or incurred by the City in connection therewith.

1-08.10(2) Termination for Public Convenience

Delete all of 1-08.10(2) and substitute the following:

Without prejudice to any other remedy it may have under law or the provisions of the Contract, or both, the City may terminate this Contract for convenience, with or without cause, in whole or in part, at any time by giving written Notice to the Contractor. Termination will be effective upon receipt of such Notice by the Contractor. The Contractor shall immediately discontinue work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs.

In the event of termination for convenience, the Contractor shall be compensated as provided in 1-09.5 DELETED OR TERMINATED WORK. The Contractor will be entitled to no further payments whatsoever for the Work.

In the event of a breach or default by the Contractor, City may, at its sole option, terminate this Contract in whole or in part for convenience as provided herein. The City may pursue any and all contractual, legal and equitable remedies for such breach or default. Absent an express written agreement to the contrary, a termination for the City's convenience shall not be deemed a waiver or release of any rights by the City nor shall the City be estopped from any legal or equitable remedies that may be appropriate.

Supplement 1-08.10 by adding the following:

1-08.10(6) Termination by Contractor after Suspension (******)

If the Work has been wholly suspended pursuant to 1-08.6 SUSPENSION OF WORK for more than 90 calendar days as measured from the date of the Notice to suspend, then the Contractor may terminate this Contract by providing City with 14 calendar days' Notice that the Contractor shall deem the Contract to be terminated if the City does not provide Contractor with notice to resume Work within those 14 calendar days. Such termination shall be treated as a termination for the City's convenience pursuant to 1-08.10(2) TERMINATION FOR PUBLIC CONVENIENCE.

1-08.10(7) Contractor Obligations upon Termination (******)

On receipt of notice of termination, the Contractor shall immediately discontinue the Work but shall do such Extra Work as may be ordered by the City's Representative or City to safeguard the Work then completed and the materials and Equipment then delivered to the site of the Work and to leave the Work in a safe and useful condition. Payment for this Extra Work will be made in accordance with 1-09.4 EQUITABLE ADJUSTMENT.

1-08.10(8) Ownership of Materials upon Termination (******)

As of the termination date, whether effected by the City or Contractor as provided herein, all the Contractor's right, title, and interest in and to materials ordered by the Contractor prior to termination, whether or not they have been delivered to the site of Work, shall be vested in the City, and the Contractor shall, upon demand of the City, execute and deliver to the City all requisite bills of sale, assignments, and other documents of transfer that may be necessary to give effect to the intention of the termination procedures set forth above.

1-08.10(9) Opportunity to Cure (******)

If the Contractor has not already had an opportunity to cure the default or breach the City shall specify the default or breach and may provide a reasonable period of time to allow the Contractor to cure the default or breach. The notice of termination will state the time period, if any, in which cure is permitted and other conditions as the City, in its sole judgment, shall deem appropriate. If (1) a time period is so provided and if Contractor fails to remedy the breach or default or any of the terms, covenants, or conditions of this Contract to the City's satisfaction within the time period specified or (2) no time period is provided, then the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

1-08.10(10) Waiver of Remedies for Any Breach (******)

In the event that the City elects to waive its remedies for any breach by Contractor or any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term covenant, or condition of this Contract.

1-08.10(11) Possession and Use of Completed Portions of the Work (******)

The City shall have the right to take possession of and use completed or partially completed portions of the Work even though the time for completing the Work for such portions may not have expired. Operations and maintenance costs of use of such work will be borne by the City. Such possession and use shall not be deemed as acceptance of the Work. If such prior possession or use increases the cost of the Work, the Contractor may be entitled to request extra compensation by giving Notice and following the procedures of 1-04.5 NOTICE BY THE CONTRACTOR and 1-09.11 DISPUTES AND CLAIMS within five calendar days of each occurrence. The Contractor shall not submit a Contract Claim for possession by the City of portions of the Work specifically required in the Contract Documents to be placed into use or operation or both before completion of the entirety of the Work.

1-08.10(12) Possession of Incomplete Portions of the Project (******)

Should the Contractor fail to meet any date specified for Substantial Completion or Physical Completion of Work or any portion of Work requiring early possession and use by the City, the City may, after a 14 calendar day Notice to the Contractor, take over such portion or any Work that is behind schedule. In such case, the City's Representative will prepare a list of incomplete Work taken over by the City. The cost of City's work will be charged to and deducted from amounts due to the Contractor. The Substantial Completion date of the entire or a portion of the Project will be established as the date when the City actually begins using the Project or portion of the Project for its intended purpose. Division of responsibilities between City and Contractor, beginning of warranties, and any other issues relating to Substantial Completion shall be as specified in 1-08.5(2) SUBSTANTIAL COMPLETION.

Supplement Section 1-08 by adding the following:

1-08.11 Record Drawings (******)

1-08.11(1) Description

This section specifies the requirements for preparing record drawings. The Contractor, with the cooperation and assistance of the City Inspector, is responsible for marking up record drawings during the course of construction. The Contractor shall keep the record drawings up to date at all times during the course of construction.

The Inspector will verify the record drawings are accurate and complete before accepting the Contractors monthly pay request. If the record drawings are not current or accurate, the pay request will not be processed.

As the Contract approaches Final Acceptance, prepare, with the assistance of the Inspector, a complete and accurate set of record drawings. The Inspector must approve the record drawings prior to Final Acceptance. Final Acceptance will not be issued until the City accepts the record drawings.

1-08.11(2) Recording Changes

As a minimum, record the following items on the record drawings:

a. Actual dimensions, arrangement and materials used when different than shown on the Plans.

b. Changes made by Change Order or Field Order.

c. Changes made by the Contractor.

d. Horizontal and vertical locations of underground utilities and appurtenances, shall be referenced to monumentation. The monumentation shall be based on NAD 83-91 for Horizontal Datum and NAVD 88 for Vertical Datum.

e. Any changes in centerline profile and curb & gutter (top of curb), offsets and elevations.

f. Details, Equipment, or materials used that were not shown on the original Plans.

g. The actual arrangement and routing of conduit, embedded conduit, raceways and piping relative to its location and proportioned to other work. The location needs to be dimensioned on the record drawings.

h. Contractor prepared piping schematics and diagram drawings representing the Equipment orientation.

i. Final location of all surface and subsurface improvements.

j. Record on the drawings the location of all field run materials.

k. All shoring systems left in place at the end of construction.

Contractor shall accurately show existing underground items including, but not limited to, piping, manholes, pull boxes, conduit, direct buried wire, foundations, equipment and obstructions found during construction on the record drawings. Note on the record drawings the actual size of all utilities and structures and types of material used. Locate all record drawing items by survey coordinates or dimensioned off NAD 83-91 for Horizontal Datum and NAVD 88 for Vertical Datum. Minimum requirements for accuracy are specified in the following chart.

Description	Horizontal Location	Elevation	Notes
Gravity sewer and drain lines	Coordinates, stations, and offsets 0.1 ft.	I.E. 0.01 ft.	Recalculate actual slopes. All inverts in manholes. All angle changes.
Forcemains, watermains and transmission lines	Coordinates and stations 0.1 ft.	I.E. 0.1 ft.	Record all angle points and finished ground elev. Above the invert elev.
All other items, incl. Electrical and Structural	0.1 ft.	0.1 ft.	Show dimensions on record drawings.

Use red pen or pencil to make changes on the record drawings. Notations are to be neat, legible, clear, and concise.

Record information concurrently with the progress of construction. Conceal no work until the required information is verified and recorded.

1-08.11(3) Payment

Payment for Bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

1-09 MEASUREMENT AND PAYMENT

1-09.1 Measurement of Quantities

Supplement 1-09.1 by adding the following:

Measurement by the Ton: Where items are specified to be paid for by the ton it will be the Contractor's responsibility to see that a certified weight ticket is given to the City's Inspector on the Project at the time of delivery of materials for each truckload delivered. Pay quantities will be prepared on the basis of certified weight tickets delivered to the City's Inspector at time of delivery of materials. Tickets not received by the City's Inspector on day of delivery will not be honored for payment.

1-09.3 Scope of Payment

Supplement 1-09.3 by adding the following:

1-09.3(1) Schedule of Values
(******)

The Contractor shall submit a Schedule of Values in accordance with 1-08.0(1) PRE-CONSTRUCTION CONFERENCE. If the Project contains Unit Price Work, in whole or in part, then the Schedule of Values for that portion of the Work shall also be based on unit prices. If the Proposal Form calls for a lump sum price, in whole or in part, then the Schedule of Values shall: reasonably allocate the Contract Sum among the various portions of the Work; be complete; be organized to include detailed breakdown of each major unit of the Work; be organized to correspond to Contractor's schedule; break down the Contract Sum showing the value assigned to each part of the Work; include an allowance for profit and Overhead; include Unit Price Work, if and to the extent indicated on the Proposal Form; be so organized as to facilitate assessment of Work and payment of Subcontractors; and be balanced. To the greatest extent possible, the breakdown shall use the same tasks or units as the Contractor's schedule. Contractor shall provide documentation substantiating the cost allocation if asked by the City's Representative. Upon acceptance of the Schedule of Values by the City's Representative, it shall be used as a basis for all requests for payment.

1-09.4 Equitable Adjustment

Supplement 1-09.4 by adding the following:

Other means to establish the reasonable cost of the Work not defined by unit prices include, and is not limited to, 1-09.6 FORCE ACCOUNT, the Schedule of Values, or estimating manuals.

1-09.4(1) General
(******)

The following shall apply in determining the amount of an equitable adjustment of Contract Sum:

1. Except as otherwise expressly provided, Contractor will only be paid for costs it clearly and convincingly proves it actually and directly incurred, and shall not include consequential or indirect damages not otherwise expressly permitted by the Contract Documents. Costs and damages for which the City shall not be liable under any circumstances include, but are not limited to: (a) borrowing or interest costs, charges, or expenses of Contractor; (b) alleged lost profit or overhead on any other project; and (c) Contractor's failure or inability to obtain other work.

2. No Contract Claim for adjustment of Contract Sum or additional compensation for extra, affected, impacted or inefficient work will be allowed where the Contractor does not keep and maintain contemporaneous, complete and

accurate time records for labor and equipment and contemporaneous, complete and accurate records for materials and where such records do not contemporaneously segregate and allocate by time, location and Work the time and costs for each item or element of such Work. Contractor's failure to keep and maintain such records constitutes a waiver of any Contract Claim or request by the Contractor for adjustment of Contract Sum for such costs or event.

3. To the extent the Contractor is entitled to an adjustment of Contract Sum due to any Delay or extension of Contract Time, Contractor shall be compensated as provided in 1-09.11A REMEDIES. Such compensation shall be full, adequate, and complete compensation for all direct, indirect, cumulative, inefficiency, impact and ripple costs causing, arising out of, or relating to such Delays or extension.
4. Contractor and City agree that compensation to the Contractor for a Contract Claim shall not exceed the Contractor's costs based upon Force Account as described in 1-09.6 FORCE ACCOUNT. Contractor waives, releases, and agrees not to submit any request for adjustment of Contract Sum or Contract Claim based upon a "total cost" or "modified total cost" calculation, in whole or in part, but instead agrees that any and all requests for compensation shall be based upon accurate, complete and contemporaneous cost records that segregate and allocate costs (a) between base Contract work and the Work for which additional compensation is sought and (b) between each item of Work for which additional compensation is sought. Claims for inefficiency shall only be based and calculated by a comparison of productivity of similar Work performed in an unaffected or least affected area of the Project.
5. No claim for consequential damages of any kind will be allowed.

1-09.4(2) Unabsorbed and Extended Overhead (******)

Any Extended or Unabsorbed Overhead to which the Contractor may be entitled shall be calculated using the Eichleay formula by:

1. Determining the pro-rata amount of Overhead allocable to the subject project. This is accomplished by multiplying Overhead costs by the ratio of the subject project's billings to the Contractor's overall billings during the overall period of the subject Project's performance. The result is "Allocable Overhead." Any additional and unresolved direct cost claims presented by the Contractor concurrently with any request for Extended and/or Unabsorbed Overhead shall not be included in determining the ratio of the subject Project billings to overall Contractor billings for the period of project performance.
2. Determining the daily amount of Allocable Overhead for the subject Project. This is accomplished by dividing the Allocable Overhead for the subject Project by the number of days, (as contractually defined) of Contract performance. The result is the Daily Rate of Allocable Overhead.
3. Determining the gross amount of potential additional compensation for Home Office Overhead due to the project extension. This is accomplished by multiplying the Daily Rate of Allocable Overhead by the number of days of project extension caused solely by the City. This results in the Gross Amount of Additional Home Office Overhead Compensation.
4. Adjusting the Gross Amount of Additional Home Office Overhead Compensation for any additional contribution for Overhead received by the Contractor on any Change Orders that are being presented and resolved

concurrently with the subject calculation for Unabsorbed and/or Extended Home Office Overhead. The necessary adjustment would be to reduce the Gross Amount of Additional Home Office Overhead Compensation by any additional compensation for Overhead included in any direct cost claims being resolved concurrently with any claim for Extended and/or Unabsorbed Home Office Overhead.

Contractor shall not receive compensation for cost of use of equity capital.

Supplement 1-09.4 by adding the following:

1-09.4(3) COVID-19 Equitable Adjustments

Contractor's Bid includes all costs necessary for the duration of the Work for compliance with COVID-19 Requirements. Contractor's Bid takes into account that COVID-19 Requirements may create direct and indirect costs, including inefficiency and Delay.

Contractor shall have no entitlement to an equitable adjustment or other increase to the Contract Sum for any direct or indirect costs (including without limitation Delay, cumulative impact, inefficiency, or ripple costs) incurred by the Contractor to comply with the COVID-19 Requirements.

1-09.5 Deleted or Terminated Work

Delete the first paragraph, beginning with "The Engineer may delete," and the second paragraph, beginning with "Payment for completed items," and substitute the following:

The City's Representative may delete Work as provided in 1-04.4 CHANGES or may terminate the Contract in whole or part as provided in 1-08.10(2) TERMINATION FOR PUBLIC CONVENIENCE. When the Contract is partially terminated for the City's convenience, the partial termination shall be treated as a deductive Change Order for payment purposes under this section.

Payment for completed items will be at contract unit prices or pursuant to the Schedule of Values.

Delete the fourth paragraph, beginning with "Contract time shall be," and the fifth paragraph, beginning with "Acceptable materials ordered by," and substitute the following:

Acceptable materials ordered by the Contractor prior to the date the Work was terminated or deleted will either be purchased from the Contractor by the City at the actual cost and shall become the property of the City, or the City will reimburse the Contractor for the actual costs of returning these materials to the suppliers.

If Contractor disagrees with the adjustment of Contract Sum determined by the City's Representative, Contractor may submit a Contract Claim for the difference between the amount determined by the City's Representative and the amount sought by the Contractor.

Contractor shall not be entitled to any anticipated profits on deleted, terminated, or uncompleted Work.

1-09.6 Force Account

Supplement 1-09.6 by adding the following:

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

1-09.7 Mobilization

Supplement 1-09.7 by adding the following:

1. Construction Identification Signs: Upon commencement of Work, the Contractor shall furnish and erect two Project/Construction Identification Signs in accordance with COE Standard Drawing No. 714, one at each end of each work area at Engineer approved locations.
    a. Contractor shall provide sign painting, lettering, and detailing by a professional sign maker with Engineer approval prior to placement on job site.
    b. Contractor shall provide a Project Information Sign for each of the two Project/Construction Identification Signs. Attach Project Information Sign to the surface of the sign face in accordance with COE Standard Plan No. 714. The Construction Identification Sign shall contain the following three lines of information that the Engineer will provide:

        PROJECT NAME:
        PROJECT FUNDING:
        PROJECT COST:

    c. Contractor shall maintain signs and sign frames in a clearly legible condition throughout the progress of the Work and shall completely remove signs upon project completion. Deliver signs to the City's storage area for future City use.
    d. No separate payment for Project/Construction Identification Signs will be made. All costs associated with this item shall be merged with the unit contract price for “Mobilization.”
2. Engineer's Field Office: The Contractor shall provide an office for the use of the Engineer that may be in conjunction or attached to the Contractor's field office. Sanitary facilities shall be nearby. The location of the office shall be adjacent to the project and at a location acceptable to the Contractor and the Engineer. The office shall be equipped with a desk, layout table, chairs and telephone and suitable lighting, air conditioning and heating. A telephone shall be installed for the sole use of the Engineer. It shall be a separate unit with a different telephone number than the Contractor's phone. Mutually agreeable measures for the security of the office shall be arranged between the Contractor and Engineer. The Engineer's office shall be on-site, connected to all utilities, and fully prepared for occupancy prior to release of the first warrant to the Contractor.
    a. All costs for the Engineer's office, including telephone service for local calls only, shall be borne by the Contractor and shall be included in the mobilization cost.

1-09.9 Payments

Delete 1-09.9 and substitute the following:

1-09.9 Payments to Contractors (******)

1-09.9(1) Progress Payments

Contractor shall submit progress payment estimate for completed Work and material on hand based upon acceptable Work performed during the previous period, or since the last partial payment estimate was submitted. Submit progress payment estimate to City’s Representative by the tenth day of each month, or by schedule mutually agreed upon in writing by the Contractor and City’s Representative at the Pre-Construction Conference. Contractor shall make initial progress estimate not later than 30 days after the Work

begins. Make successive progress estimates every 4-week thereafter until the Completion Date.

Progress estimates made during progress of the Work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

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

1. Unit Price Items in the Proposal Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Proposal Form — the estimated percentage complete multiplied by the Proposal Forms amount for each Lump Sum Item, or per the schedule of values for that item.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

1. Retainage in accordance with 1-09.9(6) RETAINAGE,
2. The amount of Progress Payments previously made, and
3. Funds withheld by the City for disbursement in accordance with the Contract Documents.

Progress payments for Work performed shall not be evidence of acceptable performance or an admission by the City that any Work has been satisfactorily completed.

Payments will be made by warrants, issued by the City's fiscal officer, against the appropriate fund source for the Project. Payments received on account of Work performed by a Subcontractor are subject to the provisions of RCW 39.04.250.

Contractor's submission of a progress pay estimate constitutes the Contractor's material representation that Contractor performed all of the Work described in the progress pay estimate during the relevant time period in a conformance with these Plans and Specifications and that the materials or Equipment for which payment is requested reasonably conform to the Specifications and are either on the job site or have been installed. If requested by the City's Representative, provide additional data as may be reasonably required to support the payment estimate. Additional data may include, but not be limited to, satisfactory evidence of payment for Equipment, materials, and labor, including payments to Subcontractors and suppliers. Certified invoices by the suppliers shall accompany a request for payment for delivered Equipment and material. Such Equipment and material shall be suitably and safely stored at the site of the Work. Payment requests shall summarize accepted operating and maintenance material with request for Equipment payment.

A progress payment is preliminary only. By making a progress payment, the City does not waive or release its right, nor is it estopped from asserting, that previous progress payments were not earned or were in error, whether in whole or in part.

1.09.9(2) Review Procedures

The City's Representative will review the estimate and either indicate in writing to the City his or her concurrence with the estimate and his or her recommendation that payment be made, or indicate in writing to the Contractor his or her reasons for not

concurring with the estimate. If the City's Representative recommends payment and the City concurs, the City will pay the Contractor a progress payment on the basis of the approved partial payment estimate, less retainage and any amounts the City may withhold pursuant to Contract or law. The recommendation of the City's Representative is not conclusive, final, or binding upon the City.

In the event the City's Representative does not concur with the estimate, the Contractor may make the changes necessary to obtain the City's Representative's concurrence and resubmit the partial payment estimate, or submit the original progress payment estimate directly to the City, indicating in writing its reasons for refusing to make the changes necessary to obtain concurrence.

1-09.9(3) Withholding Payment

The City's Representative may refuse to recommend the whole or any part of any payment if in the City's Representative's opinion it would be incorrect to make such recommendation to the City. The City's Representative may also refuse to recommend any such payment, or because of subsequently discovered evidence or the result of tests, may nullify any such payment previously recommended to such extent as may be necessary in the City's Representative's opinion to protect the City from loss as a result of:

1. Defective or damaged Work.
2. A deductive Change Order.
3. Persistent failure of the Contractor to perform the Work in accordance with the Contract Documents, including failure to maintain the progress of the Work in accordance with the construction schedule. Persistent failure to maintain the progress of the Work shall mean that for a period of two consecutive months following a written notice from the City's Representative or City, the Contractor fails to correct a behind-schedule condition at a rate that would reasonably indicate that it will finish the Project on schedule.
4. Disregard of authority of the City or City's Representative or the laws of any public body having jurisdiction.
5. Liquidated damages.
6. Misrepresentation of the quality of materials or Equipment installed or amount of Work performed.
7. Discovery that a previous pay estimate erred with respect to the amount of Work performed or Equipment or materials installed, irrespective of the City's Representative's recommendation at the time of the progress pay estimate.

The City may refuse to make payment of the full amount recommended by the City's Representative because of Contract Claims made against the City on account of Contractor's performance or furnishing the Work or because of liens filed in connection with the Work or other set offs entitling City to reduce the amount recommended. In such case, the City shall give Contractor prompt written notice with copy to the City's Representative stating the reasons for each action.

1-09.9(4) Final Payment Procedure

Upon receipt of Contractor's written Notice that the Work is ready for final inspection and acceptance and upon receipt of a Final Contract Voucher Certification, the City's Representative will inspect the Work. If the City's Representative finds the Work acceptable under the Contract Documents and the Contract fully performed and if the Contractor has signed a Final Contract Voucher Certification, the City's Representative will issue a final Certificate for Payment. The Certificate for Payment will state that to the

best of the City's Representative's knowledge, information and belief, the Work appears to have been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.

Final payment shall not become due until the Contractor submits to the City's Representative the following;

1. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible or encumbered, less amounts withheld by City, have been paid or otherwise satisfied,
2. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 calendar days' prior written Notice has been given to the City,
3. a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
4. consent of Surety, if any, to final payment,
5. request to Sublet Work Agreements for all Subcontractors,
6. certified payrolls from the Contractor and all Subcontractors,
7. "Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid" from Contractor and each Subcontractor filed with the City and the Department of Labor and Industries,
8. Certification of Use or Deferred Sales Tax Paid or both, and
9. if required by the City, other data establishing payment or satisfaction of obligations, including, but not limited to, receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the City. If a Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Prior estimates and payments, including those relating to Extra Work or Work omitted, will be subject to correction by the final payment.

If, after Physical Completion of the Work, Final Acceptance thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Acceptance, and the City's Representative so confirms, the City may, upon application by the Contractor and certification by the City's Representative, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of Surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the City's Representative prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Acceptance of final payment by the Contractor, a Subcontractor or material or Equipment supplier shall constitute a waiver of Contract Claims by that payee, except those Contract Claims previously timely and completely submitted that remain pending at the time of final payment, provided that Contractor specifically so notifies the City in writing prior to the City making such final payment. Payment by the City shall not release the Contractor or its Surety from any obligation under the Contract or under the payment and performance bond.

Upon completion of all Work and after final inspection, the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification signed by the Contractor. Such voucher shall be deemed a release of all claims of the Contractor unless a claim is filed in accordance with the requirements of 1-09.11 DISPUTES AND CLAIMS and is expressly excepted from the Contractor's Certification on the Final Contract Voucher Certification.

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

1-09.9(5) Back Charges to Contractor

The Contractor shall pay the City on demand everything charged to it under the terms of this Contract. Such charges may be deducted by the City from money due or to become due to the Contractor under the Contract. The City may recover such charges from the Contractor or from its Surety.

Contractor agrees to pay the costs of overtime or excessive inspection and observation costs incurred by the City. Overtime inspection shall include inspection required during Saturdays, Sundays, City holidays and weekdays in excess of 40 hours per week or outside of normal working hours and inspections or observations that result in an inspector or observer working more than 40 hours in a week. Costs of such overtime or excessive inspection or observation include architecture, engineering, construction management services, inspection, general supervision, and overhead expenses that are directly chargeable to the overtime or excessive work. Contractor agrees that City will deduct such charges from payments due the Contractor. In the event the City issues a Change Order requiring the Contractor to work in excess of the established schedule of working hours, the City will not charge the Contractor for associated inspection costs.

The Contractor shall compensate the City for the actual costs of engineering, inspection, general supervision, right-of-way costs, permit fees, overhead expenses, and any other ascertainable direct costs to the City that are directly chargeable to the Work and that accrue during the period of such extension. The actual costs do not include charges for final inspection and preparation of the final payment by the City.

1-09.9(6) Retainage

Pursuant to RCW Chap. 60.28, a sum of five percent of the monies earned by the Contractor will be retained from progress estimates. In addition to protecting the interests of those identified in RCW Chap. 60.28, such retainage will be used as a trust fund for the protection of the City.

At the option of the Contractor, monies retained under the provisions of RCW 60.28 will be:

1. Retained in a fund by the City, or
2. Deposited by the City in an interest-bearing escrow account in a bank, mutual saving bank, or savings and loan association. Interest on monies so retained shall be paid to the Contractor in accordance with requirements of this section. Deposits are to be in the name of the City and may not be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues Bank and Contractor will execute an escrow agreement in the form provided by the City.
3. Released after submission of fully executed retainage bond in the form provided by the City.

The Contractor shall designate the option desired at the time the Contract is executed. If the Contractor in chooses option 2, deposit in escrow account, Contractor agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Retainage will be released when all of the following conditions are satisfied:

1. Sixty days have elapsed following the completion of all Work specified in the Contract; and
2. The Contractor fulfilled all of all obligations of the Contractor under the Contract, including, but not limited to, the Contractor's furnishing all documentation required by Contract and law; and
3. A release has been obtained from the Washington State Department of Revenue; and
4. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City (RCW 39.12.040); and
5. A release has been obtained from the Washington State Department of Labor & Industries and the Washington State Employment Security Department; and
6. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions one through five are met, the Contractor will be paid the retained percentage less an amount sufficient to pay any such claims together with a sum determined by the City sufficient to pay the cost of claims and attorney's fees.

7. All other conditions required by law are satisfied.

For the purposes of retainage, the date of "completion of all work" is deemed to be the same date as the date of Final Acceptance.

1-09.11 Disputes and Claims

Delete all of 1-09.11 and substitute the following:

1-09.11(1) Disputes
(******)

When a Dispute occurs during the Contract, the Contractor shall pursue resolution through the City's Representative. The Contractor shall follow the procedure outlined in section 1-09.11(2) CONTRACT CLAIMS herein and 1-08.3 PROGRESS SCHEDULE and 1-08.8 EXTENSIONS OF TIME for issues regarding the schedule and Contract Time. Timely and adequate Notice is a condition precedent to a Contract Claim. Timely and complete submission of a Contract Claim is a condition precedent to any entitlement by the Contractor to an adjustment of Contract Sum or Contract Time. Unless waived in writing by the City, mediation is a condition precedent to the filing of any lawsuit, action or proceeding that seeks to recover on a Contract Claim, whether in whole or in part. The costs of any such mediation will be borne equally by the parties. Unless otherwise agreed by the parties, the mediation shall take place in Everett, Washington.

1-09.11(2) Contract Claims
(******)

1-09.11(2)A General

If the Contractor requests or believes for any reason that it is entitled to adjustment of Contract Sum or Contract Time, or if the Contractor has a Dispute with the City and wants the City to take some action, or refrain from taking action, the Contractor shall file a Contract Claim as provided in this section. A timely and complete Contract Claim is a condition precedent to any entitlement by the Contractor to an adjustment of Contract Sum or Contract Time. No Contract Claim shall be allowed unless the Contractor has given Notice as required under the Contract Documents. The Contractor waives any Contract Claim if: (a) Notice was not timely given; (b) the City's Representative is not afforded reasonable access by the Contractor to complete records, including, but not limited to, correspondence, job diaries, and actual cost and additional time incurred; (c) a Contract Claim is not timely filed as required by the Contract Documents; or (d) adequate, accurate, contemporaneous and segregated supporting time and expense records are not kept and maintained. The fact that the Contractor provided proper and timely Notice, provided a properly filed Contract Claim, or provided the City's Representative access to records of actual cost, shall not in any way be construed as proving or substantiating the validity of the Contract Claim. If the City determines the Contract Claim has merit in whole or in part, the City's Representative will make an adjustment of Contract Sum or Contract Time required for the Work, or both. If the City's Representative finds the Contract Claim to be without merit, no adjustment will be made.

The Contractor shall keep full, complete, accurate and contemporaneous records of the costs and additional time incurred for any Contract Claim. The Contractor shall permit the City's Representative to have access to those records and any other records as may be required by the City's Representative to determine the facts or contentions involved in the Contract Claim. City is not obligated to respond to a Contract Claim unless the Contractor is in full compliance with all the provisions of the Contract Documents and the formal Contract Claim document has been submitted

Full compliance by the Contractor with the provisions of this section is a contractual condition precedent to the Contractor's right to sue or seek any recovery against the City in any legal proceeding.

1-09.11(2)B Contents

All Contract Claims filed by the Contractor shall be in writing, verified under penalty of perjury by an officer or principal of the Contractor, and in sufficient detail to enable the City's Representative to ascertain the basis and amount of the Contract Claim. All Contract Claims shall be submitted to the City's Representative. At a minimum, each Contract Claim shall include:

1. A detailed factual statement of the Contract Claim for an adjustment to the Contract Sum or Contract Time, if any, providing all necessary dates, locations, and items of Work affected by the Contract Claim.
2. The dates of all facts related to the Contract Claim.
3. The name of each City's individual, official, or employee involved in or knowledgeable about the Contract Claim.
4. The specific provisions of the Contract that support the Contract Claim and a statement of the reasons why such provisions support the Contract Claim.
5. If the Contract Claim relates to a decision of the City's Representative that the Contract leaves to the City's Representative's discretion or as to which the Contract provides that the City Representative's decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the City's Representative.
6. Identification of any documents and the substance of any oral communications that support the Contract Claim.
7. Copies of any identified documents that support the Contract Claim, other than City documents and documents previously furnished to the City by the Contractor. Standard industry manuals may be incorporated by reference.
8. If Contractor seeks an extension of Contract Time:
    a. The specific amount of time, including days and dates, sought.
    b. The specific reasons the Contractor believes an extension of Contract Time should be granted, including, but not limited to, compliance with the requirements of 1-08.3 PROGRESS SCHEDULE and 1-08.8 EXTENSIONS OF TIME; and
    c. The specific provisions of the Contract Documents under which it is sought.
9. If Contractor seeks an increase in the Contract Sum, the exact amount sought and a breakdown of that amount into the following categories:
    a. Labor
    b. Materials
    c. Direct Equipment. The actual cost for each piece of equipment for which a Contract Claim is made or in the absence of actual cost, the rates established by the AGC/WSDOT Equipment Rental Agreement that was in effect when the Work was performed. In no case shall the amounts sought or paid for each piece of equipment exceed the rates established by the

Equipment Rental Agreement even if the actual cost for such equipment is higher. The City may audit the Contractor's cost records to determine actual equipment cost. The following information shall be provided for each piece of equipment:

i. Detailed description (e.g., Motor Grader Diesel Powered Caterpillar 12 "G," Tractor Crawler ROPS & Dozer Included Diesel, etc.)
ii. The hours of use or standby; and
iii. The specific day and dates of use or standby;
iv. Job overhead.
v. Overhead (general and administrative).
vi. Subcontractor's Contract Claims (in the same level of detail as specified herein is required for any subcontractor's Contract Claims); and
vii. Other categories as specified by the Contractor or the City.

10. A notarized statement shall be submitted to the City's Representative containing the following language:

Under the penalty of law for perjury or falsification, the undersigned,

_____, _____
(name) (title)

of

_____
(company)

hereby certifies that the Contract Claim for an adjustment of the Contract Sum and/or Contract Time, if any, made herein for Work on this Contract is a true and complete statement of the factual basis of the Contract Claim and all actual costs incurred and time sought, and is fully documented and supported under the Contract between the parties.

Date _____/s/ _____

Subscribed and sworn before me this _____ day of _____

Notary Public

My Commission Expires: _____

1-09.11(2)C False Or Omitted Information

The Contractor waives each Contract Claim for which it presents material information that it knows, or in the exercise of reasonable care should know, is false, or omits or fails to disclose material information relating to such Contract Claim. In such case, Contractor shall reimburse the City for any and all fees and expenses incurred in investigating any such Contract Claim.

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

The parties intend that all claims and Disputes be dealt with promptly and expeditiously when they arise. The parties intend that all claims and Disputes be resolved quickly and expeditiously and desire to avoid claims and Disputes that relate back to events or Work

occurring months before. The parties desire to avoid litigation and the costs and expense of claims and Disputes at the end of the Project.

Any Contract Claim for adjustment of Contract Sum or Contract Time, or any Dispute or Contract Claim of any kind whatsoever, shall be submitted, if at all, to the City or City's Representative no later than 30 calendar days after Notice was first required to be given by the Contractor as provided in 1-04.5 NOTICE BY THE CONTRACTOR. Failure to submit a Contract Claim within the 30 calendar days of the date Notice was required pursuant to 1-04.5 NOTICE BY THE CONTRACTOR constitutes a complete waiver of and bar to the Contract Claim, and Contractor is estopped from later asserting a Contract Claim or seeking any relief or remedy relating to the Dispute for which it failed to submit a Claim.

Contractor may not sue, cross-claim, claim, or bring any action of any kind whatsoever against the City on any Contract Claim or Dispute after the expiration of 180 calendar days from Physical Completion.

1-09.11(4) COVID-19 Contract Claims: Baseline COVID-19 Requirements (******)

Contractor shall in no event be entitled to assert a Contract Claim for increase to the Contract Sum for any direct or indirect costs (including without limitation Delay, cumulative impact, inefficiency, or ripple costs) incurred by the Contractor to comply with the COVID-19 Requirements.

The Contractor shall be entitled to an extension of Contract Time for Delays to the extent caused by COVID-19 Requirements. Extension of Contract Time shall be determined pursuant to 1-08.8 EXTENSIONS OF TIME. This Contract Time extension is the Contractor's sole remedy if the Contract Time in the Contract Documents is insufficient to complete the Work because of Baseline COVID-19 Requirements.

All other Contract Claims regarding COVID-19 are governed by Section 1-09.11A(3)D1 CAUSED SOLELY BY THIRD PARTIES OR FORCE MAJEURE, including 4 without limitation Contract Claims relating to unavailable or delayed labor, materials, equipment or subcontractors to the extent caused by COVID-19.

Supplement Section 1-09 by adding the following:

1-09.11A Remedies

(******)

1-09.11A(1) General

If a Contract Claim has merit in whole or in part, then Contractor's sole remedies shall be those provided in this subsection. Contractor shall timely and strictly comply with the requirements of 1-04.5 NOTICE BY THE CONTRACTOR and 1-09.11(2) CONTRACT CLAIMS and all other Contract Documents relating to the Contract Claim. Adjustments to Contract Time shall be determined pursuant to 1-08.3 PROGRESS SCHEDULE and 1-08.8 EXTENSIONS OF TIME. Failure to comply strictly and timely shall be deemed a waiver of the Contract Claim.

1-09.11A(2) Extra Work

1-09.11A(2)A Adjustment of Contract Sum

If the Contractor is entitled to an adjustment of Contract Sum because of Extra Work, the adjustment shall be calculated and paid as provided in 1-09.4 EQUITABLE ADJUSTMENT. This amount includes jobsite and home office Overheads for such Work, including any schedule delays relating to such Work. Therefore, no compensation in addition to that provided in 1-09.6 FORCE ACCOUNT shall be paid for such things as Extended Overhead or other costs or damages.

1-09.11A(2)B Extension of Contract Time

Extensions of Contract Time caused by Extra Work shall be determined as provided in 1-08.3 PROGRESS SCHEDULE and 1-08.8 EXTENSIONS OF TIME.

1-09.11A(3) Delays

1-09.11A(3)A City Caused Delay Unrelated to Extra Work

1-09.11A(3)A1 Adjustment of Contract Sum

If the Contractor is entitled to an adjustment of Contract Sum because of a Delay solely caused by the City that does not relate to Extra Work, Contractor shall only be compensated for the items below, less all funds paid pursuant to any change in the Contract Sum that contributed to the Delay:

1. Documented, incurred cost of nonproductive field supervision or labor extended because of the Delay;
2. Documented, incurred cost of home office supervision to attend jobsite meetings;
3. Documented, incurred cost of temporary facilities or equipment rental extended because of the Delay;
4. Documented, incurred cost of insurance extended because of the Delay;
5. General and administrative overhead in an amount to be agreed upon, but not to exceed three percent of original Contract Sum divided by the Contract Time for each day of the Delay.

City shall not owe Contractor compensation for Extended Overhead or other delay costs to the extent Contractor or anyone other than the City contributed to or is concurrently responsible for the Delay.

1-09.11A(3)A2 Adjustment of Contract Time

If the Contractor is entitled to an adjustment of Contract Time because of a Delay solely caused by the City that does not relate to Extra Work, Contractor shall be entitled to an adjustment of Contract Time to the extent the Delay increases the duration of the Project, as measured by the critical path and as demonstrated pursuant to the requirements of 1-08.8 EXTENSIONS OF TIME.

1-09.11A(3)B Contractor Caused Delay

If the Contractor is solely responsible for any Delay to any interim milestone, Substantial Completion, Physical Completion, or the Completion Date, the City shall be entitled to liquidated or other damages as provided elsewhere in the Contract Documents. The Contractor accepts the risk of any Delays caused by strikes, work slowdowns, job actions and labor unrest of any kind. Contractor shall not be entitled to any increase in Contract Sum or Contract Time due to a Delay it caused.

1-09.11A(3)C Delays Concurrently Caused by Contractor and City

If the City and the Contractor cause a Delay concurrently, neither the City nor the Contractor shall be liable to the other except as provided herein.

1-09.11A(3)C1 Adjustment of Contract Sum

The Contractor shall not be entitled to any adjustment in Contract Sum for Delays concurrently caused by the City and the Contractor.

1-09.11A(3)C2 Adjustment of Contract Time

The Contractor shall be entitled to an extension of Contract Time for the City caused portion of any Delay concurrently caused by the City and Contractor to the extent the City caused the Delay to extend longer than if the Contractor had solely caused the Delay.

1-09.11A(3)D Third Party Caused Delays and Force Majeure

For the purposes of this section 1-09.11A(3)D, a "Force Majeure Event" is defined as earthquake, flood, pandemic (and governmental laws, regulations, requirements, and orders resulting therefrom), natural disasters, acts of war or acts of terrorism. Pandemic in the preceding sentence includes without limitation the COVID-19 pandemic.

For the purposes of this section 1-09.11A(3)D, a "Third Party" is defined as a third party for whom neither the Contractor nor the City is responsible.

1-09.11A(3)D1 Adjustment of Contract Sum

The City and the Contractor shall not be responsible to compensate each other financially for any Delay to the extent caused by a Third Party or a Force Majeure Event. A Delay caused by a utility's failure to provide service or relocate its lines (despite a timely request for such service or relocation) is an example of this kind of Delay for which neither the Contractor nor the City is financially responsible to the other. Mislocated utility lines or utility lines not located are another example of a Delay for which neither the Contractor nor the City is responsible to the other. However, the Contractor's failure to request a utility locate or relocation in a timely way is not, and any resulting Delay would be the responsibility of the Contractor. Because the Contractor is responsible for ordering materials and Equipment, Contractor shall not be entitled to an adjustment of Contract Time or Contract Sum due to Delays caused by the lack of materials or Equipment. A strike, job action, slowdown, work to rule, or other job action or labor dispute or problem is not a Delay caused by a Third Party.

1-09.11A(3)D1 Adjustment of Contract Time

The Contractor shall be entitled to an extension of Contract Time for Delays to the extent caused by a Third Party or a Force Majeure Event. Extension of Contract Time shall be determined pursuant to 1-08.8 EXTENSIONS OF TIME.

1-09.11A(4) Extended or Unabsorbed Overhead

1-09.11A(4)A General

To present a request for additional compensation for Extended or Unabsorbed Overhead, the Contractor has the burden of keeping and maintaining accurate documentation to support any such claim. If the Contractor fails to provide or keep adequate financial data for an accurate and fair Eichleay calculation, Contractor waives and releases any claim for Unabsorbed or Extended Overhead. In presenting any claim under this section of the Contract, the Contractor agrees to provide to the City any and all financial data needed by the City, or its representative, to review, substantiate and evaluate any claim for Extended or Unabsorbed Home Office Overhead, or both. Failure to provide the requested information shall constitute waiver by the Contractor.

If Contractor is entitled to an adjustment of Contract Sum for Unabsorbed or Extended Overhead, it shall be calculated as provided in these Special Provisions.

1-09.11A(4)A1 Elements

Contractor shall only be entitled to an adjustment of Contract Sum for Unabsorbed or Extended Overhead if it clearly and convincingly demonstrates all of the following:

1. The City solely caused a Delay to the Completion Date as measured by analysis of the project duration by the critical path method pursuant to 1-08.3 PROGRESS SCHEDULE;
2. Because of the Delay described in subsection (1), the Contractor was forced to suspend or significantly interrupt its performance so that it was on standby or idled, and the City required the Contractor to be ready to resume performance on short notice. Extended time of performance of Work, such as extensions caused by changes, inefficiencies, or extra Work, does not constitute suspension or significant interruption of performance.
3. The Contractor could not and did not use resources, including, but not limited to, labor, equipment, materials and tools, standing by or idled on this or other project for any work during the period of Delay;
4. The Contractor's Overhead costs did not materially vary from its usual seasonal Overhead costs during the period of Delay; and
5. The Delay did not cause over absorbed Overhead in the period the delayed Work was completed.

1-09.11A(4)A1a Resources

To demonstrate the Contractor could not and did not use resources, including, but not limited to, labor, equipment, materials and tools from this Project for any other work on this or any other project during the period of Delay in accordance with item 3 of 1-09.11A(4)A1 of these Special Provisions, the Contractor shall:

1. Affirmatively represent and warrant that it did not perform substitute work;
2. Identify the specific resources that were idled; and
3. Show that those resources did not, and could not, work on other contracts or projects during the Delay.

1-09.11A(4)A1b No Material Variations

To demonstrate the Contractor's Overhead costs did not materially vary from its usual seasonal Overhead costs during the period of Delay in accordance with item 4 of 1-09.11A(4)A1 of these Special Provisions, the Contractor shall;

1. Affirmatively represent and warrant that the completion of the subject Work was extended and that such extension prevented the performance of other work during both the period of Delay and the later period of time required to complete the extended Work,
2. Disclose the details of Contractor generated billings and Contractor Overhead Costs, as defined in these Special Provisions, throughout the actual Project performance. The details of such information should be no less than specific identification of the sources and amounts of revenue on no greater than a monthly basis and specific identification of the

types and amounts of Contractor Overhead Costs on no greater than a monthly basis for the actual Project duration.

1-09.11A(4)A1c Overabsorbed Overhead

To demonstrate that Contractor did not incur Overabsorbed Overhead in the period following the Delay, in accordance with item 5 of 1-09.11A(4)A1. of these Special Provisions, the Contractor shall:

1. Affirmatively represent and warrant that completion of the delayed Work prevented the performance of other Work;
2. Identify the critical resource unavailable for other Work due to completion of the delayed Contract; and
3. Showing that unavailability of this critical resource precluded the performance of other Work.

1-09.11A(5) Inefficiencies

1-09.11A(5)A Adjustment of Contract Sum

To the extent Contractor is entitled to an increase in Contract Sum because of inefficiencies or impaired productivity, then compensation due, if any, shall be calculated as provided in 1-09.4 EQUITABLE ADJUSTMENT. There is no entitlement to increase in Contract Sum for inefficiencies to the extent caused by a Third Party or a Force Majeure Event.

1-09.11A(5)B Adjustment of Contract Time

To the extent Contractor is entitled to an extension of Contract Time because of inefficiencies or impaired productivity, then the extension shall be determined as provided in 1-08.8 EXTENSIONS OF TIME.

Delete all of 1-09.12 and substitute the following:

1-09.12 Audits

(******)

1-09.12(1) General

The Contractor's records relating to this Project, including, but not limited to, wage, payroll, and cost records, shall be open to inspection or audit by representatives of the City during the Project and for a period of not less than six years after the date of Final Acceptance of the Contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that Project records of Subcontractors, suppliers, and lower tier subcontractors, including, but not limited to, the wage, payroll, and cost records, shall be retained and open to similar inspection or audit for the same period of time. The audit may be performed by employees or representatives of the City or by an auditor chosen by the City. The Contractor, Subcontractors, or lower tier subcontractors shall provide adequate facilities, reasonably acceptable to auditor, for the audit during normal business hours. The Contractor, Subcontractors, or lower tier subcontractors shall make a good faith effort to cooperate with the auditors. If an audit is to be commenced more than 60 calendar days after the Final Acceptance date of the Contract, the Contractor will be given 20 calendar days' notice of the time when the audit is to begin. If any litigation, claim, or audit arising out of, in connection with, or related to this Contract is initiated, the Project records shall be retained until the later of (a) completion of litigation, claim, or audit or (b) six years after the date of Final Acceptance.

1-09.12(2) Claims

All Contract Claims filed against the City shall be subject to audit at any time following the filing of the Contract Claim. Failure of the Contractor, Subcontractors, or lower tier subcontractors to maintain and retain sufficient records to allow the auditors to verify all

or a portion of the Contract Claim or to permit the auditor access to the books and records of the Contractor, Subcontractors, or lower tier subcontractors shall constitute a waiver of a Contract Claim and shall bar recovery in connection with the Contract.

1-09.12(3) Required Documents for Audits

An audit may be performed by employees of the City or a representative of the City. The Contractor and its Subcontractors shall provide adequate facilities acceptable to the City for the audit during normal business hours. The Contractor and all Subcontractors shall cooperate with the City's auditors.

As a minimum, the auditors shall have available to them the following documents:

1. Daily time sheets and supervisor's daily reports.
2. Collective Bargaining Agreements.
3. Insurance, welfare, and benefit records.
4. Payroll registers.
5. Earnings records.
6. Payroll tax forms.
7. Material invoices and requisitions.
8. Material cost distribution worksheet.
9. Equipment records (list of company equipment, rates, etc.)
10. Vendors,' rental agencies,' Subcontractors' and lower tier subcontractors' invoices.
11. Contracts between the Contractor and each of its Subcontractors, and all lower tier subcontractor contracts and supplier contracts.
12. Subcontractors' and lower tier subcontractors' payment certificates.
13. Canceled checks, including payroll and vendors.
14. Job cost reports, including monthly totals.
15. Job payroll ledger.
16. General ledger.
17. Cash disbursements journal.
18. Financial statements for all years reflecting the operations on this Contract. In addition, the City may require, if it deems appropriate, additional financial statements for three years preceding execution of the Contract and three years following Final Acceptance of the Contract.
19. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others.
20. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents that support the amount of damages as to each Contract Claim.
21. Worksheets or software used to prepare the Contract Claim establishing the cost components for items of the Contract Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents that establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals.

22. Worksheets, software, and all other documents used by the Contractor to prepare its Bid. The employees or representatives of the City may audit these documents. The Contractor and its Subcontractors shall provide adequate facilities acceptable to the City for the audit during normal business hours. The Contractor and all Subcontractors shall cooperate with the City's auditors.
23. Correspondence, notes, and memoranda.
24. Job diaries.
25. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim.

1-09.13 Claims Resolution

Delete all of 1-09.13 and substitute the following:

Prior to seeking claim resolution through litigation, the Contractor shall proceed under the procedures in Sections 1-04.5 and 1-09.11 and elsewhere in the Contract Documents for resolution of disputes. These must be complied with in full, as a condition precedent, to the Contractor's right to seek claim resolution through litigation.

Supplement Section 1-09 by adding the following:

1-09.14 Patents and Royalties (******)

Should the Contractor, its agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this Contract, Contractor shall promptly pay such royalties and secure requisite licenses; or, subject to acceptance by City, substitute other articles, materials, or appliances in lieu thereof that are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the City's Representative for determination of general conformance to the design concept and the construction Contract. Should City elect to refuse the substitution, Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the City, its officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

Costs involved in fees, royalties, or claims for any patented invention, article, process, or method that may be used upon or in a manner connected with the Work under this Contract or with use of completed Work by the City shall be paid by the Contractor. The Contractor and its sureties shall protect and hold the City, and City's Representative, together with its officers, agents, and employees, harmless from any and all loss, defense cost, and expenses and against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the City, furnish acceptable proof of a proper release from all such fees or claims.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

1-10.1(2) Description

Supplement 1-10.1(2) as follows:

The Contractor shall provide a uniformed off-duty Police Officer to control traffic for work at signalized intersections and other critical situations as determined by the Engineer.

1-10.2 Traffic Control Management

1-10.2(1) General

Delete the first sentence of the third paragraph of 1-10.2(1) and substitute the following:

The primary and alternate TCS shall be certified as worksite traffic control supervisors by one of the organizations listed below:

- Evergreen Safety Council (800) 521-0778
- Northwest Laborers Union (800) 240-9112
- American Traffic Safety Services Association (877) 642-4637

1-10.2(2) Traffic Control Plans

Delete the first paragraph of 1-10.2(2) and substitute the following:

Contractor may use City's Standard Traffic Control Plans included in COE Standard Drawings, Series 700. The City does not represent or warrant that the Standard Plans are sufficient, adequate, or complete for the Contractor's means, methods, or plan of Work. If a new or additional Traffic Control Plan is necessary, prepare detailed Traffic Control Plan complying with COE Standard Drawings, Series 700, the MUTCD, Part 6, and the most current edition of the PROWAG (Public Rights-of-Way Accessibility Guidelines). Plan preparation shall be at Contractor's sole cost and submitted to the City for approval at least 14 calendar days before starting Work. Work may not begin until Contractor is in receipt of City approved Traffic Control Plan.

1-10.3 Traffic Control Labor, Procedures and Devices

Delete 1-10.3 and substitute the following:

1-10.3 Flagging, Signs, and All Other Traffic Control Devices (******)

1-10.3(1) General

The Contractor shall provide all flaggers, signs, and other traffic control devices. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations that may occur on highways, roads, or streets. No Work shall be done on or adjacent to the roadway until all necessary signs and traffic control devices are in place.

Flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. The flagging card shall be immediately available and shown upon request by the City.

1-10.3(2) Maintenance and Protection of Traffic Control

When the Bid proposed includes an item for "Maintenance and Protection of Traffic Control," the Work required for this item shall be to:

1. Furnish and maintain signs, cones, barricades, flasher, and other channelization devices;
2. Provide supervisory personnel for all labor for traffic control;
3. Provide labor and necessary vehicle(s) for set-up and removal of construction signs and the traffic control devices that are placed daily;
4. Provide labor and vehicles for patrolling and maintaining in position all of the construction signs and the traffic control devices;

5. Provide labor, material, and equipment necessary for cleaning up, removing and replacing all construction signs and traffic control devices that are destroyed, damaged or lost during the life of the project;
6. Provide flagging or use of police officers for the convenience of the Contractor, such as facilitating movement of equipment on the site, laying out or relocating traffic control devices and signs.
7. Cost associated with preparation and distribution of public notices involving parking, street access or traffic issues.

Upon failure of the Contractor to immediately provide flaggers, erect, maintain, and remove signs; or provide, erect, maintain, and remove other traffic control devices when ordered to do so by the Engineer, the City may without further notice to the Contractor or the Surety, perform any of the above and deduct all or the costs from the Contractor's payments.

The Contractor shall be responsible for providing adequate flaggers, signs, and other traffic control devices for the protection of the worker and the public at all times regardless of whether or not the flaggers, signs, and other traffic control devices are ordered by the Engineer, or paid for by the City. The Contractor shall be liable for injuries and damages to persons and property suffered by reason of the Contractor's operations or negligence in connection therewith.

1-10.3(3) No Passing Zones

The striping of no passing zones that are to be obliterated in excess of 150-feet by paving operations shall be replaced by “Do Not Pass” and “Pass With Care” signs. The signs shall be located not less than 2-feet outside the usable shoulder nor less than 7-feet above the edge of pavement. The number of necessary signs will be specified in the Special Provisions.

The Contractor shall provide and install the signs and sign posts. The signs shall be maintained by the Contractor until construction operations are complete. When the project includes striping by the Contractor, the signs and posts shall be removed by the Contractor when the no passing zones are re-established by striping.

When the Contractor is not responsible for striping, the signs and posts shall be removed by the Contractor when the “No Passing Zones” are re-established by striping. Payment to perform the Work required for this subsection will be under the item “Maintenance and Protection of Traffic Control.”

1-10.3(4) Traffic Control Labor

The Contractor shall furnish all personnel for flagging to control traffic during construction operations. Flaggers shall have a current certification (Flagging Card) from the State Department of Labor and Industries (WAC 296-155-305). Employees of the Contractor engaged in flagging or traffic control shall wear reflective vests and hard hats. During hours of darkness, white coveralls or white or yellow rain gear shall also be worn. The vests and other apparel shall be in conformance with Section 1-07.8. The Contractor shall furnish the MUTCD standard Stop/Slow paddles, except the minimum width shall be 24-inches, for the flagging operations. During hours of darkness flagger stations shall be illuminated to ensure that flaggers can be easily seen without causing glare to the traveling public. The Contractor shall develop and use a method to ensure that flaggers have adequate warning of objects approaching from behind the flagger.

All flaggers shall start a new job with an on-site orientation. This orientation must include, but not be limited to, the flagger’s role and location on the job site, equipment, traffic patterns, communications, and hazards specific to the work site.

If off-duty uniformed police officers are not available for traffic control for Work within signalized intersections, Contractor may provide four flaggers. Flaggers are not permitted within the intersection. Each flagger shall control only one approach and be stationed near the stop bar. Provide a minimum of a series of three warning signs in advance of each flagger. Narrow multi-lane approaches to a single lane approaching the flagger. Provide and require all flaggers use two-way radios to signal each other to prevent conflicts and hold traffic when construction activities require.

When the Bid proposed includes an item for "Traffic Control Labor," the Work covered by this item shall be for the labor actually used when authorized by the Engineer for:

1. The services of flaggers at both ends of a 2-way, single lane operation; or
2. The services of flaggers at signalized intersections if off-duty uniformed police officers are not available, or when otherwise specifically directed by the Engineer.

The hours eligible for "Traffic Control Labor" shall be for the hours actually worked, plus 1 hour of on-site orientation per flagger. "Show-up time" will not be counted. The labor to perform the Work described in the item "Maintenance and Protection of Traffic Control" is specifically excluded from this Work. No adjustment will be made to the unit price for "Traffic Control Labor" for overtime or holiday hours worked.

1-10.3(4)A Traffic Control – Off-Duty Police Officer

Contractor shall provide off-duty uniformed Police Officer for traffic control at all signalized intersections. Acceptable sources for off-duty uniformed Police Officers are as follows in order of preference:

1. City of Everett Police Department, contact either,
    a. Officer Rey Palacol, (360) 850-9507
    b. Detective Todd Israel, (425) 740-4951
    c. Officer Omar Estrada, (425) 512-7186
2. Puget Sound Executive Service, 625 B 5th Ave, Ste 4, Sequim, WA 98382
    a. Contact Nick Janssen, (360) 681-7737

1-10.3(5) Construction Signs

All signs required by the approved traffic control plan(s) as well as any other appropriate signs prescribed by the Engineer will be furnished by the Contractor and be paid under the item "Maintenance and Protection of Traffic Control." The Contractor shall erect them on posts or supports and maintain them in a clean, neat, and presentable condition until the necessity for them has ceased. All non-applicable signs shall be removed or covered with either metal or plywood during periods when they are not needed. When the need for any of these signs has ceased, the Contractor, upon approval of the Engineer, shall take down these signs, posts, or supports. All signs, posts, and supports shall be removed from the project and shall remain the property of the Contractor.

There shall be no separate classification of signs. All construction signs, whether used throughout the construction, during a major phase of construction or removed daily shall be paid under the item "Maintenance and Protection of Traffic Control." Portable or temporary mountings may require added weight for stability. If it is necessary to add weight to the signs, only a bag of sand that will rupture on impact shall be used. The bag of sand shall have a maximum weight of 40 pounds and shall be suspended no more than 1-foot from the ground.

The Work to provide the construction signing shall be:

1. Furnishing all construction signs.

2. Furnishing, removing, and disposing of the posts or supports for the signs.
3. Initial installation and subsequent removal of all construction signs.
4. Furnishing labor and materials for maintaining the signs in a clean and presentable condition;
5. All other incidentals necessary for providing the construction signs according to the approved traffic control plan(s).

Signs, posts, or supports that are lost, stolen, destroyed, or which the Engineer deems to be unacceptable, while their use is required on the project, shall be replaced by the Contractor without additional compensation.

1-10.4 Measurement

Delete 1-10.4 and substitute the following:

1-10.4 Measurement

1-10.4(1) General
(******)

When the Bid Proposal does not include an item for any necessary traffic control, all costs for traffic control shall be included, by the Contractor, in the unit contract price for the various other items of Work in the Bid Proposal. The Contractor shall estimate these costs based on the contemplated work procedures.

When traffic control items are included in the Bid Proposal, payment is limited to the following areas:

The entire project area under the Contract and for a distance to include the initial warning signs for the beginning of the Project and the end of construction. Warning signs for side roads on the approved traffic control plan are also included. If the project consists of two or more sections, the limits will apply to each section individually.

A detour provided in the Plans or approved by the Engineer for by-passing all or any portion of the construction, irrespective of whether or not the termini of the detour are within the limits of the Contract.

The provisions of Section 1-04.6 will not apply to traffic control or traffic control items. However, the item “Maintenance and Protection of Traffic Control” will be considered for an equitable adjustment only when the total Contract price increases or decreases by more than 25 percent.

The measurement and payment for the items included in the Bid Proposal for traffic control costs incurred within the limits of 1 and 2 above will be made to the Contractor by the City as described in these Special Provisions.

1-10.4(2) Measurement
(******)

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

1-10.5 Payment

Delete 1-10.5 and substitute the following:

1-10.5 Payment

(******)

Payment for bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

Add the following new section:

1-11 MISCELLANEOUS

(******)

1-11.1 Construction

Contractor acknowledges that it has read the Contract Documents, understands them, and agrees to be bound by them.

1-11.2 Applicable Law and Choice of Forum

This Contract and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Washington. The parties agree that Snohomish County Superior Court, in the State of Washington, shall be the exclusive forum for any action.

1-11.3 Severability

In the event that any provision of the Contract Documents is held invalid, void, illegal or unenforceable, the remainder of the Contract Documents shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect.

1-11.4 Headings for Convenience

The section and subsection headings used herein are for referral and convenience only, and shall not be used to construe or interpret the Contract Documents.

1-11.5 Waiver

No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy. The waiver by either party of any term or condition of this Contract shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Contract.

1-11.6 City of Everett Business License

Contractor and Contractor’s Subcontractors shall have a City of Everett business license prior to performing any Work pursuant to this Agreement.

1-11.7 Compliance with Federal, State and Local Laws

Contractor shall comply with and obey all federal, state, and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of Work hereunder. If, and to the extent, this Contract receives financial assistance from federal, state, or private agencies, Contractor shall comply with all terms and conditions prescribed for third party contracts in the grant and all said terms and conditions shall be deemed incorporated in the Contract Documents. Terms and conditions of any such grant take precedence over conflicting terms and conditions in the Contract Documents.

1-11.8 Complete Agreement

These Contract Documents contain the complete and integrated understanding and Agreement between the parties and supersedes any understanding, agreement, or negotiation, whether oral or written, not set forth herein.

1-11.9 Successors Bound

The grants, covenants, provisions and claims, rights, powers, privileges, and liabilities contained in the Contract Documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the City and their respective heirs, executors, administrators, successors, and assigns.

1-11.10 Effective Date

When duly executed by both the City and Contractor, this Contract shall be effective as of the date the Contract is signed by the Mayor of the City of Everett.

1-11.11 Contractor Registration

Contractor represents and warrants it is a contractor duly registered and in good standing with the Washington State Department of Labor and Industries.

1-11.12 Electronic Signature

Signatures on Change Orders or any other Contract Document or any other document referred to herein may be by ink signature, AdobeSign, DocuSign, or any other e-signature method or any pdf scan thereof, and any such signature will have full force and effect.

END OF DIVISION 1

DIVISION 2 – EARTHWORK

2-01 CLEARING, GRUBBING AND ROADSIDE CLEANUP

2-01.2 Disposal of Usable Material and Debris

Supplement 2-01.2 by adding the following:

When requested by the property owner, trim trees of sufficient size for firewood, cut into two-foot rounds and neatly stack on adjacent property. Remove and dispose of stumps, large roots, limbs, and branches.

2-01.2(1) Disposal Method No.1 – Open Burning

Delete the first paragraph and substitute the following.

Opening burning is not permitted within the city limits.

2-01.4 Measurement

Delete all paragraphs of 2-01.4 and substitute the following:

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

2-01.5 Payment

Delete all paragraphs in 2-01.5 and substitute the following:

Payment for bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

If there is no bid item to cover clearing and grubbing, then clearing and grubbing shall be included with other work with no direct compensation made.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

Delete 2-02.1 and substitute the following:

The Work shall consist of the removal, disposal or abandoning in-place of various existing improvements including, but not limited to, pavements, structures, pipe, curbs, curb and gutter, gutter, valves, manholes, catch basins and other items necessary for the accomplishment of the improvement.

All Work with asbestos-cement pipe shall conform to the “Recommended Standard Asbestos-Cement Pipe Work Practice Procedure and Training Requirements,” latest edition, as published by the American Water Works Association, Pacific Northwest Section. Remove and dispose of Asbestos-Cement pipe in accordance with the practices specified by the State of Washington Department of Ecology and the Snohomish County Solid Waste Division.

2-02.3 Construction Requirements

2-02.3(2) Removal of Bridges, Box Culverts, and Other Drainage Structures

Supplement 2.02.3(2) by adding the following:

When removing structures such as manholes, inlets, or vaults that interfere with the construction, properly plug all pipe openings abandoned in-place watertight with Commercial Concrete, or with mortar and masonry, blocks or brick.

Backfill voids with suitable job excavated material where structures are removed. Compact suitable backfill material in accordance with 2-03.3(14)C.

If the Engineer determines the job-excavated material unsuitable for backfill then Contractor shall obtain Gravel Borrow or CDF as directed, to complete backfilling the voids. If a pay item for Gravel Borrow or CDF is not included in the Proposal, then providing Gravel Borrow or CDF for backfill shall be considered as Extra Work under 1-04.4.

(*June 26, 2000 WSDOT GSP*)

The Contractor shall remove the following portions of Bridge *** 645W (I-5 Southbound over the Snohomish River) ***, as shown in the Plans:

*** Existing 8-inch water line and water line supports ***

(******)
The existing water line shall remain in place and functioning until the new water line is installed and tested by the contractor, and in operation. The Contractor shall obtain approval from the COE utility department prior to removing and disposing of the existing 8-inch DIP water line and associated supports. The Contractor shall disassemble and remove the above ground water line pipe, fittings, supports and all other system appurtenances from the all portions of the bridge, including girders, columns and crossbeams, and in-ground pipe to a depth of 3 feet minimum below the ground surface, and plug the abandoned underground pipe in accordance with Section 2-02.3(5) of these Special Provisions.

Cut existing anchors in concrete to a depth of 1” below the concrete surface and grout with an approved epoxy grout.

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

Delete 2-02.3(3) and substitute the following:

2-02.3(3) Removal of Existing Street Improvements (******)

2-02.3(3)A Description

The Work shall consist of the removal and disposal of various existing improvements including, but not limited to, pavements, curb, curb and gutter, gutter, and other items necessary for the accomplishment of the improvement.

2-02.3(3)B Removal of Pavement

Remove full depth existing permanent type pavement and driveway pavement shown on the Plans or as directed by the Engineer.

Replace, at no expense to the City, existing pavement designated to remain that is damaged during the pavement or concrete base removal.

2-02.3(3)B1 Sawcutting

Make vertical full depth saw cut between existing asphalt concrete pavement, to remain and the portion to be removed.

Where asphalt concrete pavement overlays cement concrete pavement base, saw cut in accordance with 2-02.3(6) Sawing and Line Drilling.

2-02.3(3)C Removal of Curb, Curb and Gutter

Remove existing curbs where shown on the Plans or where encountered in the Work and designated by the Engineer.

Existing curb and gutter include, but is not limited to, cement concrete, cement concrete curb with a brick gutter and a cement concrete back, or other combinations

of rigid materials. Remove the entire curb and gutter section, regardless of material composition.

2-02.3(3)C1 Sawcutting

Make vertical full depth saw cut between existing curb or curb and gutter to remain and the portion to be removed.

2-02.3(3)D Removal of Cement Concrete Sidewalks

Concrete slabs that average four-inches or less in thickness will be considered as sidewalk removal.

Protect existing concrete walk that is to remain in place, from equipment damage by using planking or cover with rock free eight-inch thick blanket of excavated soil.

Provide Engineer with proposed pavement breakers before use and do not begin breaking pavement without Engineer's approval of the pavement breakers.

2-02.3(3)D1 Sawcutting

Make vertical full depth saw cut between existing cement concrete sidewalk to remain and the portion to be removed at the nearest scribe marks beyond the neat line limits, or to the nearest joint.

No diagonal cuts in sidewalk will be allowed unless otherwise indicated on the Plans or directed by the Engineer.

2-02.3(3)E Removal of Catch Basins, Manholes, Inlets or Sumps

Excavate and completely remove the structure including, but not limited to, casting and outlet trap, concrete encasement, and bricks, as applicable to each removal item listed in the Proposal.

Plug existing connecting pipes that remain by filling with Commercial Concrete a minimum length of 24–inches into the pipe. Backfill shall be Gravel Borrow as specified in 9-03.14(1). Compact backfill to a minimum of 95 percent maximum density in accordance with 2-03.3(14)D.

Supplement 2-02.3 by adding the following sections:

2-02.3(4) Obliteration of Pavement Markings (******)

Remove pavement markings where shown on the Plans or where designated by the Engineer. Obliterate pavement marking until blemishes caused by the pavement marking removal conform to the coloration of the adjacent pavement. If the pavement is materially damaged by pavement marking removal operation, Contractor shall repair the pavement damage, at the Contractor's expense, to a condition equal to existing pavement that had no markings obliterated. Remove sand or other material deposited on the pavement as a result of removing stripes and markings as the Work progresses to avoid hazardous conditions. Accumulation of sand or other material that might interfere with drainage will not be permitted.

2-02.3(5) Abandon Pipe In-place (******)

Plug pipe ends of pipes designated on Plans being abandoned in-place using commercial concrete. If designated on Plans, fill abandoned in-place pipe with Controlled Density Fill as specified in 2-09.3(1)E.

Where asbestos-cement pipe is encountered and necessary to move for proposed improvements, all work shall conform to requirements specified in 1-07.5(4)C and 2-02.1. The pipe shall be buried in place within the same trench, clear of proposed pipe and fitting bedding zone, without transporting hazardous materials off-site. The

encountered asbestos-cement pipe should be handled by licensed asbestos abatement professionals.

2-02.3(6) Sawing and Line Drilling
(******)

Saw-cut to full depth mortared decorative or special pavement including, but not limited to, brick, cobblestone, or paver block along a neat line with intent of salvaging as many units as possible.

When line drilling, drill holes at maximum center-to-center spacing of six-inches. Drill holes perpendicular to the surface and penetrate completely through the pavement.

When the Plans indicate, or the Engineer requires, saw-cutting pavement that is comprised of a rigid base and asphalt overlay, saw cut the rigid base to the minimum depth as follows:

a. For concrete rigid base, saw cut to a depth of 2/3 the thickness of the rigid base.
b. For rigid base constructed with mortared decorative or special pavement including, but not limited to, brick, cobblestone, or paver block, or a combination of such materials saw cut to full depth of the rigid base along a neat line with intent to salvage as many special pavement units as possible.

2-02.3(7) Salvage
(******)

Carefully salvage and deliver to the Owner in good condition, all materials of recoverable value taken from the discarded facilities, unless otherwise indicated. Materials and things deemed of no value by the Engineer shall become the Contractor's property to be removed and properly disposed.

Remove excess concrete, debris and dirt from castings and other materials the Engineer designates suitable for salvage and that are not to be re-used elsewhere on the Project. Deliver salvage castings and materials to the location designated by the Engineer.

2-02.3(8) Waste Disposal
(******)

Provide waste site for disposal of materials not required for construction. Arrange waste disposal at no expense to the City. Waste disposal shall meet the requirements of 2-03.3(7)C of the Standard Specifications.

Any asbestos-cement material should be handled and abandoned in accordance with requirements specified in 1-07.5(4)C and 2-02.1 and not allowed to dispose off-site.

2-02.3(9) Abandon Existing Water Valves In-place
(******)

Prior to abandoning existing water valves in-place, coordinate with City to have City forces close valve. After City forces verify valve is closed, remove valve box and extension, if any, and backfill with Gravel Borrow as specified in 9-03.14(1). Compact backfill to a minimum of 95 percent maximum density in accordance with 2-03.3(14)D. Provide pavement patch per COE Standard Drawing No. 614 and 326.

2-02.4 Vacant

Revise 2-02.4 as follows:

2.02.4 Measurement

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

For curb and gutter cement removal with concrete pavement, the curb and gutter will be considered as pavement removal and the measurement for payment will be to the back of the curb.

2-02.5 Payment

Delete all paragraphs in 2-02.5 and substitute the following:

Payment for bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

If there is no bid item to cover pavement removals, then they shall be included with the construction of the respective Work including, but not limited to, combined sewer pipe, water main, water service line, manhole, side sewer pipe, storm drainpipe, catch basins, and underground utility vaults.

Include curb and gutter and sidewalk removal with construction of the respective Work including, but not limited to, combined sewer pipe, water main, water service line, manhole, side sewer pipe, storm drainpipe, catch basins, and underground utility vaults with no direct compensation made.

If there is no pay item for pipe abandonment, then it shall be included with the construction of the respective Work including, but not limited to, sewer or storm drainpipe, water main, manhole, catch basin or side sewer with no direct compensation made.

If there is no pay item for existing valve abandonment, then it shall be included with the construction of other items of Work with no direct compensation made.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

Supplement 2-03.1 by adding the following:

This Work applies to street pavement patching and street reconstruction after completion of utility work. Grading for street reconstruction shall conform to COE Standard Drawing No. 302, unless otherwise noted on the Plans. Grading for pavement patching shall conform to COE Standard Drawing No. 326, unless otherwise noted on the Plans.

2-03.2 Vacant

Revise 2-03.2 as follows:

2.03.2 Materials

Materials shall meet the requirements of the following:

Foundation Material Class A or B	9-03.17	Standard Specifications
Gravel Borrow	9-03.14(1)	Standard Specifications

2-03.3 Construction Requirements

Supplement 2-03.3 by adding the following:

Blasting is not allowed within the City limits of Everett.

Use suitable excavated material for roadway embankments. Dispose of surplus excavated material or unsuitable material in accordance with 2-03.3(7).

Engineer will not approve payment for unauthorized excavation or embankment, or both, beyond the limits indicated on the Plans. Return areas of unauthorized excavation or embankment, or both, to their original conditions or better at the Contractor's expense.

Fine grading in fill or backfill areas shall begin within the top six inches of subgrade. Final grading shall produce a uniform surface within established tolerances and without abrupt changes in grade.

Construction requirements for pavement patching authorized by Engineer outside of Project limits shall be in accordance with the Section 5-04 and City Standard Drawing No. 326 for existing asphalt concrete over prepared grade.

Provide temporary drainage to keep the subgrade free from standing water.

Ensure the top six inches of subgrade is free from rocks or cemented lumps larger than 2-1/2 inches in greatest dimension.

Excavate for curbs and gutters by accurately cutting to the cross-sections, grades, and elevations shown. Take care not to excavate below the specified grades. Maintain all excavations free from accumulation of detrimental quantities of leaves, brush, sticks, trash, and other debris.

2-03.3(2) Rock Cuts

Delete entire section.

2-03.3(3) Excavation Below Subgrade

Supplement 2-03.3(3) by adding the following:

Proof Rolling: Proof roll subgrade under the roadway with a fully loaded tandem truck following trench backfilling and grading to subgrade to identify soft or loose areas in the subgrade. In areas where the subgrade does not stand up to the proof roll, over excavate the subgrade and replace with imported Foundation Material Class A or B or Gravel Borrow, as determined by the Engineer, to bring the subgrade up to the proper compaction and grade. Compact backfill material in accordance with 2-03.3(3).

2-03.3(7) Disposal of Surplus Material

2-03.3(7)C Contractor-Provided Disposal Site

Delete the first paragraph of 2-03.3(7)C and substitute the following:

Make arrangements for disposal of surplus and other materials. All costs for disposal of surplus and other materials shall be included with the respective Bid items of the Contract with no direct compensation being made.

Dispose of Asbestos-cement pipe in accordance with the requirements of the State of Washington Department of Ecology and the Snohomish County Solid Waste Division.

2-03.4 Measurement

Delete all paragraphs under 2-03.4 and substitute the following:

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Items Descriptions and provided in Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

2-03.5 Payment

Delete all paragraphs under 2-03.5 and substitute the following:

Payment for bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

There will be no direct compensation made for haul on material moved within or from the Project site and the Contractor shall include the cost of hauling in his various unit contract prices.

There will be no direct compensation made for "Proof Rolling" as required in this section for excavated portions of the roadway and the Contractor shall include costs in his various unit Contract prices.

Payment for over excavation below subgrade and disposal of over excavated materials as required in this section shall be included in the Bid item for Foundation Material.

Imported material required in this section shall be paid for by the unit Bid price for that material. Payment for placement and compaction of import material shall be included in the unit price per ton of import material.

2-04 HAUL

2-04.1 Description

Delete the first paragraph of 2-04.1 and substitute the following:

This Work shall consist of transporting excavated material from its original site to its final place on the Project or to a Contractor arranged waste site.

2-04.3 Vacant

Revise 2-04.3 to read as follows:

2-04.3 Construction Requirements

Off-highway earth-moving equipment shall not haul on or across streets, roadways, driveways, trails, sidewalks, or parking lots not being improved in the Contract.

2-04.4 Measurement

Revise 2-04.4 to read as follows:

Haul work will not be measured.

2-04.5 Payment

Revise 2-04.5 to read as follows:

All costs for the Work described in Section 2-04 shall be included with excavation work with no direct compensation made.

2-07 WATERING

2-07.3 Construction Requirements

Supplement 2-07.3 by adding the following:

Only Everett Public Works Department Water Division personnel and the Project Inspector may authorize the operation of City fire hydrants or making connections to City water mains. Upon obtaining City permission, the following shall apply:

1. Use only those agency designated hydrants in strict accordance with City's requirements for hydrant use. Obtain a temporary hydrant permit from the City's Public Works Department Water Division. Temporary hydrant permits are available for a $1,200.00 deposit by contacting the City of Everett's Utility Billing at 425-257-8999 from 8:00 a.m. to 5:00 p.m. Monday through Friday. Deposit is refundable. Provide backflow prevention assembly approved by the City.

2. Secure permission from and comply with all requirements of the City's water utility before obtaining water from the fire hydrants. Notify the Engineer of City's permission as soon as granted.

3. Use hydrant wrenches only to open hydrants. Make certain the hydrant valve is fully open because "cracking" the hydrant valve causes damage to the hydrant valve. Provide an approved auxiliary valve on the outlet line for control purposes. Close fire hydrant valves slowly to avoid a surge in the system that creates excess pressure on water lines. Carefully note the importance of following these directions.

4. If Contractor's employees use the wrong wrench to open a hydrant causing damage the hydrant valve stem or operating nut or both, the Contractor shall be responsible for costs associated with repairing the damaged hydrant valve stem or operating nut or both. Immediately notify the City's water utility so that the damage can be repaired as quickly as possible.

5. Notify City water utility immediately upon completing the use of the hydrants so the hydrants may be inspected for possible damage. City water utility will repair damage resulting from the use of the hydrants by the Contractor. Contractor shall be responsible for repair cost and cost, if necessary, shall be withheld from the final payment to the Contractor.

6. City water utility will fine Contractor for violation of these requirements. Contractor shall also be liable for damage suits resulting from malfunctioning of Contractor damaged fire hydrants not being operational in the event of fire.

7. There will be no charge for the volume of water used.

2-07.4 Measurement

Revise 2-07.4 to read as follows:

Water will not be measured.

2-07.5 Payment

Revise 2-07.5 to read as follows:

All costs for the Work described in Section 2-07 shall be included with the Work with no direct compensation made.

2-09 STRUCTURE EXCAVATION

2-09.2 Materials

Supplement 2-09.2 by adding the following at end of the materials list:

Foundation Material Class A or B	9-03.17	Standard Specifications
Controlled Density Fill	2-09.3(1)E	Special Provisions

2-09.3 Construction Requirements

2-09.3(1) General Requirements

2-09.3(1)C Removal of Unstable Base Material

Delete all paragraphs in 2-09.3(1)C and substitute the following:

When the material at the bottom of an excavation is not stable enough to support the Structure, the Contractor shall excavate below grade to the depth required by the Engineer and replace the unstable material with Foundation Material Class A or B.

Place Foundation Material Class A or B in layers not more than six inches thick and compact to minimum of 90-percent maximum density as determined by 2-03.3(14)D.

Dispose of unsuitable material removed to make room for foundation material by hauling to a waste site obtained and provided by the Contractor in accordance with 2-03.3(7)C.

2-09.3(1)D Disposal of Excavated Material

Delete the second paragraph in 2-09.3(1)D and substitute the following:

All costs for disposing of excavated material, whether within the Project limits or hauled to a disposal site, shall be incidental to the other Bid items in the Proposal. The City will not pay for hauling. Disposal of excavated material shall meet the requirements of 2-03.3(7)C.

2-09.3(1)E Backfilling

Delete the fourth paragraph in 2-09.3(1)E and substitute the following:

Provide CDF having minimum 28-day strength of 50 psi and maximum 28-day strength not to exceed 300-psi. Provide wet or flowable CDF with consistency having approximate slump between three to ten inches.

Controlled Density Fill used for excavation backfill may be placed dry or wet. Use wet, or flowable, CDF for filling abandoned pipes in-place.

Supplement 2-09.3(1)E by adding the following:

Where CDF is used in lieu of other materials such as foundation material, gravel borrow, washed sand or crushed surfacing top course, the respective limits for trench width or backfill dimensions shall be approved by the Inspector.

2-09.3(3)B Excavation Using Open Pits – Extra Excavation

Revise the sixth paragraph to read as follows:

Submittals and Design Requirements – The Contractor shall submit Type 3E Working Drawings with supporting calculations showing the geometry and construction sequencing of the proposed excavation slopes.

2-09.3(3)D Shoring and Cofferdams

Revise the fifth paragraph to read as follows:

Submittals and Design Requirements – The Contractor shall submit Type 3E Working Drawings with supporting calculations showing the proposed methods and construction details of structural shoring or cofferdams in accordance with Sections 1-05.3 and 6-02.3(16).

2-09.4 Measurement

Delete all paragraphs in 2-09.4 and substitute the following:

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

2-09.5 Payment

Delete all paragraphs in 2-09.5 and substitute the following:

Payment for bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

When there is no bid item for “Structure Excavation” in the Proposal, all Work in this section shall be included with the respective Bid Items of the Contract with no direct compensation made.

END OF DIVISION 2

DIVISION 4 – BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.4 Measurement

Delete the first paragraph of 2-02.4 and substitute the following:

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

4-04.5 Payment

Delete all paragraphs in 2-02.5 and substitute the following:

Payment for bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

END OF DIVISION 4

This page intentionally left blank.

DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

Delete 5-04 and substitute the following:

5-04.1 Description

Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

Provide HMA composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Provide materials meeting the requirements of the following sections:

Asphalt Binder	9-02.1(4)	Standard Specifications
Cationic Emulsified Asphalt	9-02.1(6)	Standard Specifications
Anti-Stripping Additive	9-02.4	Standard Specifications
HMA Additive	9-02.5	Standard Specifications
Aggregates	9-03.8	Standard Specifications
Recycled Asphalt Pavement	9-03.8(3)B	Standard Specifications
Mineral Filler	9-03.8(5)	Standard Specifications
Recycled Material	9-03.21	Standard Specifications
Portland Cement	9-01	Standard Specifications
Sand	9-03.1(2)	Standard Specifications
(As noted in 5-04.3(5)C for crack sealing)		
Joint Sealant	9-04.2	Standard Specifications
Foam Backer Rod	9-04.2(3)A	Standard Specifications

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. Sample and test the RAP at a frequency of one sample for every 1,000 tons produced and not less than two samples per project. Report the asphalt content and gradation test data to the City when submitting the mix design for approval on the QPL. Include the RAP as part of the mix design as defined in these Specifications.

Provide the grade of asphalt binder as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. Submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

For production of aggregates comply with the requirements of Section 3-01.

For preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL

If the contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design – Obtaining Project Approval

Do NOT begin paving prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the Contract Documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, paths, trails, and pavement repair. Obtain approval from Project Engineer for other nonstructural applications of HMA accepted by commercial evaluation. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Provide fifteen days prior to the first day of paving one of the following mix design verification certifications for City review;

a. The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
b. The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
c. The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.**

**The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall;

d. Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
e. Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.
f. At the discretion of the Engineer, City may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.
g. Commercial Evaluation: Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the City for mix design approval is not required.
h. For the Bid Item Commercial HMA, select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Process

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives, and foaming processes. The use of Additives is subject to the following:

a. Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
b. Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified in Table 1, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Table 1 – Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

Apply the requirements of this Section when the Roadway being paved is open to traffic.

Keep intersections open to traffic at all times, except; when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, place advance warning signs and signs marking the detour or alternate route.

During paving operations, maintain temporary pavement markings throughout the project. Install temporary pavement markings on the Roadway prior to opening to traffic. Provide temporary pavement markings in accordance with Section 8-23.

Include all costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Provide plants used for the preparation of HMA conforming to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Equip tanks for the storage of asphalt binder to heat and hold the material at the required temperatures. Accomplish the heating by steam coils, electricity, or other approved means so

that no flame is in contact with the storage tank. Provide the circulating system for the asphalt binder designed to ensure proper and continuous circulation during the operating period. Provide a valve for the purpose of sampling the asphalt binder placed in either the storage tank or in the supply line to the mixer.

2. **Thermometric Equipment** – Provide an armored thermometer, capable of detecting temperature ranges expected in the HMA mix, fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit and location convenient and safe for access by Inspectors. Provide plant equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. Provide device in full view of the plant operator.

3. **Heating of Asphalt Binder** – Provide heating so the temperature of the asphalt binder does not exceed the maximum recommended by the asphalt binder manufacturer nor be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. Provide method to heat the asphalt binder in a manner that will avoid local variations in heating and provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

4. **Sampling and Testing of Mineral Materials** – Provide HMA plant equipped with a mechanical sampler for the sampling of the mineral materials meeting the requirements of Section 1-05.6 for the crushing and screening operation. Provide for the setup and operation of the field testing facilities of the City as provided for in Section 3-01.2(2).

5. **Sampling HMA** – Provide for sampling HMA by one of the following methods:

    a. A mechanical sampling device attached to the HMA plant.
    b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Provide trucks used for hauling HMA having tight, clean, smooth metal beds and a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Securely attach cover whenever the weather conditions during the work shift include, or are forecast to include precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes to protect the HMA.

Provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Drain excess release agent prior to filling hauling equipment with HMA. Do NOT use petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

Provide HMA pavers that are self-contained, power-propelled units, with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

Provide HMA paver in good condition and have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed in good condition and in working order. Provide equipment certification listing the make, model, and year of the paver and note retrofitting of any equipment.

Operate the screed in accordance with the manufacturer's recommendations and so it effectively produces a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. Provide a copy of the manufacturer's recommendations upon City's request. Extensions producing the same results, including ride, density, and surface texture as obtained by the primary screed will be allowed. Do NOT use extensions without augers and an internally heated vibratory screed in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Place lines on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. Control the grade and slope for intermediate lanes automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

Furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Thoroughly remove any cleaning or solvent type liquids spilled on the pavement before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

Provide a Material Transfer Device/Vehicle (MTD/V) with the Engineer's approval, unless otherwise required by the Contract.

Where an MTD/V is required by the contract, the Engineer may approve paving without an MTD/V, at the Contractor's request. The Engineer will determine if an equitable adjustment in cost or time is due.

Mix the MTD/V when used with the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Sufficiently mix the HMA to obtain a uniform temperature throughout the mixture. The length of the windrow for windrow elevator may be limited in urban areas or through intersections at the discretion of the Engineer.

To be approved for use, provide an MTV meeting the following:

1. Self-propelled vehicle, separate from the hauling vehicle or paver.
2. Not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.

4. Ability to mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Ability to mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, provide an MTD meeting the following:

1. Ability to be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Ability to mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Ability to mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Provide vibratory, oscillatory steel wheel rollers, or pneumatic tire type rollers, in good condition and capable of reversing without backlash. Operate roller in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. Provide sufficient number and weight of rollers to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results will not be permitted.

5-04.3(4) Preparation of Existing Paved Surfaces

Bring any irregular existing pavement surface or old base surface to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Accomplish preleveling of uneven or broken surfaces over which HMA is to be placed by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Provide compaction of preleveling HMA to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Provide Engineer approved compaction equipment used for the compaction of preleveling HMA.

Clean the entire surface of the pavement before construction of HMA on an existing paved surface. Entirely remove all fatty asphalt patches, grease drippings, and other objectionable matter from the existing pavement. Thoroughly clean all pavements or bituminous surfaces of dust, soil, pavement grindings, and other foreign matter. Fill all holes and small depressions with an appropriate class of HMA. Level and thoroughly compact the patched area surface. Obtain Engineer approval of the surface prior to the application of tack coat or paving.

Apply an asphalt tack coat to all paved surfaces that HMA is to be placed or abutted; except, that tack coat may be omitted from clean, newly paved surfaces at the Engineer's discretion. Uniformly apply tack coat to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. Obtain application rate approval from Engineer. Apply a heavy application of tack coat to all joints. For Roadways open to traffic, limit the application of tack coat to surfaces that will be paved during the same

working shift. Provide spreading equipment equipped with a thermometer to indicate the temperature of the tack coat material.

Do NOT allow equipment to operate on tacked surfaces until the tack has broken and cured. Repair tack coat if the Contractor's operation damages the tack coat prior to placement of the HMA.

Provide tack coat consisting of CSS-1 or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. Provide tack coat having sufficient temperature such that it may be applied uniformly at the specified rate of application and not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks 1/4-inch in width and greater.

Cleaning: Ensure that cracks are thoroughly clean, dry, and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do NOT overheat pavement. Do NOT use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do NOT place the HMA overlay until the slurry has fully cured.

Provide sand slurry consisting of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). Thoroughly mix components and then pour into the cracks and joints until full. The following day, top off any cracks or joints that are not completely filled with additional sand slurry. After the sand slurry is placed, strike off filler flush with the existing pavement surface and allow to cure. Do NOT place the HMA overlay until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

Cracks 1/4- inch to 1 inch in width – fill with hot poured sealant.

a. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the

Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

a. Cracks 1/4 inch to 1 inch in width – fill with hot poured sealant.
b. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Vacant

5-04.3(4)C Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer, mix the HMA until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

Ensure the temperature of the HMA when discharged does not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, ensure the discharge temperature of the HMA does not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, reduce the moisture content in accordance with Engineer's directions.

Storing or holding of the HMA in approved storage facilities for less than 24 hours will be permitted with Engineer's approval. Engineer will reject HMA held for more than 24 hours after mixing. Dispose of rejected HMA at no expense to the City. Provide the storage facility having an accessible device, indicating the amount of material in storage, located at the top of the cone or about the third point. Engineer will NOT accept HMA from the storage facility when the HMA in storage is below the top of the cone of the storage facility; except, as the storage facility is being emptied at the end of the working shift.

Size recycled asphalt pavement (RAP) utilized in the production of HMA prior to entering the mixer to produce a uniform and thoroughly mixed HMA. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, immediately suspend the use of the RAP until Engineer approves changes necessary to provide adequate RAP breakdown and mixing. After introducing the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator into the mixer, mix the HMA until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

Lay the mixture upon an approved surface, spread, and strike off to the established grade and elevation. Provide HMA pavers complying with Section 5-04.3(3) to distribute the mixture. Unless Engineer directs otherwise, provide the nominal compacted layer depth to NOT exceed the following:

HMA Class	Course	Maximum Compacted Layer Depth (FT)
1 inch	NA	0.35
3/4 & 1/2 inch	Wearing	0.30
3/4 & 1/2 inch	Other	0.35
3/8 inch	NA	0.15

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, place the material produced for each JMF using separate spreading and compacting equipment. Do NOT intermingle HMA produced from more than one JMF. During a work shift place each strip of HMA to a single JMF established for the class of HMA specified, unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the Engineer's option.

5-04.3(9) HMA Mixture Acceptance

Engineer will use nonstatistical, or commercial evaluation for determining acceptance of HMA.

Engineer will use nonstatistical evaluation for the HMA acceptance, unless Contract specifies Commercial Evaluation.

Engineer will use Commercial evaluation for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, paths, trails, temporary pavement, and pavement repair. Engineer will need to approve other nonstructural applications of HMA accepted by commercial evaluation. Sampling and testing of HMA accepted by commercial evaluation will be at the Engineer's option.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the Engineer's approval and may be made in accordance with this section.

5-04.3(9)A HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – Provide mixture at the time of acceptance within the following tolerances:

   For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2.

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires Engineer's approval. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

a. **Aggregates** – 2 percent for the aggregate passing the 1½″, 1″, ¾″, ½″, ⅜″, and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. Provide the adjusted JMF within the range of the control points in Section 9-03.8(6).

b. **Asphalt Binder Con**tent – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content is 0.3 percent.

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

The City will evaluate the HMA mixture accepted by Nonstatistical Evaluation by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design being tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot will be equal to one day's production or 800 tons, whichever is less; except, the final sublot will be a minimum of 400 tons and may be increased to 1200 tons.

Collectively evaluate all test results obtained from the acceptance samples from a given lot. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Perform sampling and testing for evaluation on the frequency of one sample per sublot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Obtain samples for acceptance testing when ordered by the Engineer. Sample the HMA mixture in the presence of the Engineer and in accordance with AASHTO T 168. Take a minimum of three samples for each class of HMA placed on a project. If used in a structural application, test at least one of the three samples taken.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the Engineer's discretion.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, preform a minimum of one acceptance test. In all cases, obtain a minimum of three samples at the point of acceptance. Test a minimum of one of the three samples for conformance to the JMF:

If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of Va will be the City's option. If tested, compliance of Va will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(10) HMA Compaction Acceptance

Compact HMA mixture accepted by nonstatistical evaluation being used in traffic lanes; including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using an LSL of 92.0 (minimum of 92 percent of the maximum density). Use WSDOT FOP for AASHTO T 729 to determine maximum density. The specified level of density attained will be determined by the evaluation of the density of the pavement. Use WSDOT FOP for WAQTC TM 8 to determine the density of the pavement; except, Engineer will have discretion regarding gauge correlation using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the City uses a nuclear density gauge to determine density, the City will use the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the City or the Contractor in accordance with WSDOT SOP 734. Provide minimum 4-inch core diameter, unless Engineer approves otherwise. The City will test Roadway cores in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core," obtain the cores in the presence of the Engineer on the same day the mix is placed and at Engineer designated locations. If the Contract does not include the Bid item "Roadway Core," then the City will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Compact HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above on the basis of a test point evaluation of the compaction train. Perform the test point evaluation in accordance with instructions from the Engineer. Use the number of passes with an approved compaction train required to attain the maximum test point density on all subsequent paving.

Thoroughly compact HMA for preleveling. Compact HMA used for preleveling wheel rutting with a pneumatic tire roller unless Engineer approves otherwise.

5-04.3(10)A Test Results

For a sublot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the sublot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When City takes cores at the Contractor's request, the City must receive request by noon of the next workday after the Contractor is provided with nuclear density test results for the sublot. City will obtain core(s) from locations outside of wheel paths and as the Engineer determines. Provide traffic control in accordance with Engineer's direction. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. If the CPF for the lot based on the results of the HMA cores is less than 1.00, the City will deduct the cost for the coring from any monies due or that may become due the Contractor under the Contract at the rate of $200 per core. In addition, the cost of the traffic control will also be the Contractor's responsibility.

5-04.3(10)B HMA Compaction – General Compaction Requirements

Compact mixture only when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Compact areas inaccessible to large compaction equipment by other mechanical means. Remove and replace HMA that becomes loose, broken, contaminated, shows excess or deficiency of asphalt, or is in any way defective, with new hot mix. Immediately compact to conform to the surrounding area.

Provide type of rollers and their relative position in the compaction sequence to attain the specified densities. Operate rollers shall only be in the static mode when the internal temperature of the mix is less than 175°F unless Engineer approves otherwise. Do NOT operate a roller, regardless of mix temperature, in a mode that results in checking or cracking of the mat. Only operate rollers in static mode on bridge decks.

5-04.3(10)C HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density and when doing so will follow WSDOT SOP 733. A $500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)D Vacant

5-04.3(10)E HMA Nonstatistical Compaction

5-04.3(10)E1 HMA Nonstatistical Compaction – Lots and Sublots

City will perform acceptance testing on HMA compaction that is accepted by nonstatistical evaluation by dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot is equal to one day's production or 400 tons, whichever is less, except; the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738.

Engineer will determine the sublot locations within each density lot. For a lot in progress with a CPF less than 0.75, Contractor may request a new lot begin after the Engineer is satisfied that material conforming to the Specifications can be produced.

Compact HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above on the basis of a test point evaluation of the compaction train. Perform the test point evaluation in accordance with instructions from the Engineer. Use the number of passes with an approved compaction train required to attain the maximum test point density on all subsequent paving.

Thoroughly compact HMA for preleveling. Compact HMA used to prelevel wheel ruts with a pneumatic tire roller unless Engineer approves.

5-04.3(10)E2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

Engineer will randomly select the location of the HMA compaction acceptance tests from within each sublot, with one test per sublot.

5-04.3(10)E3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots where all sublots attain a relative density that is 92 percent of the reference maximum density the HMA, City will accept at the unit Contract price with no further evaluation. If a sublot does not attain a relative density that is 92 percent of the reference maximum density, the City will evaluate the lot in accordance with Section 1-06.2 to determine the appropriate CPF, with the maximum CPF being 1.00. However, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF

minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

City will reject defective or non-conforming Work. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Engineer has sole discretion to determine acceptability of such alternative proposals. Submit corrective action proposal for Engineer approval for rejected HMA not conforming to the requirements in Section 1-06.2(2) and this specification.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Do NOT incorporate material rejected before placement into the pavement. Remove any rejected section of Roadway.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests testing of the rejected material. If the Contractor elects to have the rejected material tested, obtain and test a minimum of three representative samples. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material and Contractor will bear the cost of sampling and testing. If the CPF is greater than or equal to 0.75, the City will bear the cost of sampling and testing. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection – A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation, or asphalt binder content. Such isolated material will not include an original sample location. Engineer will obtain a minimum of three random samples of the suspect material to test. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection – An Entire Sublot

Engineer may reject an entire sublot suspected of being defective. When a sublot is rejected, obtain a minimum of two additional random samples from this sublot. Evaluate these additional samples and the original sublot as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection – A Lot in Progress

Shut down operations and do NOT resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

a. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or

b. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or

c. When either the PFi for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection – An Entire Lot (Mixture or Compaction)

Engineer will reject an entire lot with a CPF of less than 0.75.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

Conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When resuming the Work, cut back the previously compacted mixture to produce a slightly beveled edge for the full thickness of the course.

Construct a 20H:1V temporary wedge of HMA where a transverse joint, as a result of paving or planing, is open to traffic. Separate the HMA in the temporary wedge from the permanent HMA by strips of heavy wrapping paper or other methods Engineer approves. Remove the wrapping paper and the joint. Trim to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

Remove and dispose of the cut away material and place new mix against the cut. Use rollers or tamping irons to seal the joint.

5-04.3(12)A2 Longitudinal Joints

Offset the longitudinal joint in any one course from the course immediately below by not more than 6 inches nor less than 2 inches. Locate all wearing course longitudinal joints at a lane line or an edge line of the Traveled Way. Construct a notched wedge joint along all longitudinal joints in the wearing surface of new HMA unless Engineer directs otherwise. Provide a notched wedge joint having a vertical edge of not less than the maximum aggregate size or more than 1/2 of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. Uniformly compact the sloped portion of the HMA notched wedge joint.

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application procedure.

Construct the bridge paving joint seal as specified in the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut

in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

5-04.3(12)B2 Paved Panel Joint Seal

Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

a. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

5-04.3(13) Surface Smoothness

Provide the completed surface of all courses having uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. Provide wearing course completed surface that does NOT vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. Provide the transverse slope of the wearing course completed surface that does NOT vary more than 1/4 inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, correct the pavement surface using one of the following methods:

a. Removal of material from high places by grinding with an approved grinding machine, or
b. Removal and replacement of the wearing course of HMA, or
c. By other method approved by the Engineer.

Carry out defect correction until there are no deviations anywhere greater than the allowable tolerances.

City will accept with a price adjustment deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results. The Engineer will deduct from monies due or that may become due to the Contractor the sum of $500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, adjust the utility appurtenances to the finished grade prior to paving. If Contractor requests, Engineer may waive this requirement or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Include utility appurtenance adjustment discussions in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing (Milling) Bituminous Pavement

Engineer must approve the planing plan. Hold, with Engineer, a pre-planing meeting prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing submittals.

Refer to the Plans for locations of existing surfacing being planed.

Where planing an existing pavement is specified in the Contract Documents, remove existing surfacing material and reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do NOT use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. Repair any damage to the surface planing equipment makes using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing as confirmed by the Engineer.

Plane a tapered wedge cut longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the planing plan or as specified by the Engineer.

Plane a tapered wedge cut at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Plans. Cut butt joints in a straight line with vertical faces two inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, sweep and clean planed surface, and if Contract requires, patch and pre-level.

The Engineer may direct additional depth planing. Before performing this additional depth planing. Conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting pavement planing and before any additional depth planing required by the Engineer, conduct a physical survey of existing pavement being planed with equipment that can identify hidden metal objects.

Promptly notify Engineer should such metal be identified.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, comply with the following:

1 Intersections:

a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Keep such closure to the minimum time required to place and compact the HMA mixture or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that accommodates the required the traffic volumes and schedule of traffic volumes noted in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply

with the Traffic Engineer's traffic control restrictions. Address each individual intersection closure or partial closure in the traffic control plan that was submitted to and accepted by the Engineer in accordance with Section 1-10.2(2).

b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

c. Should closure of the intersection in its entirety be necessary keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before allowing any traffic on it. Traffic is not allowed on newly placed asphalt until obtaining Engineer approval.

2. Comply with Section 8-23 for temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking.

3. Comply with Section 8-22 for permanent pavement marking.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

Submit a separate planing plan and a separate paving plan to the Engineer at least five Working Days in advance of each operation's activity start date. These plans must show the coordination of moving operation and traffic control as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, provide each operation's traffic control plan on 24 x 36 inch or larger size Drawings at a scale of 1 inch equals 20 feet showing both the area of operation and sufficient detail of traffic beyond the area of operation that may require detouring traffic. The scale on the Shop Drawings may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come a minimum two Working Days in advance. Show on the traffic control plan the stationing of peace officers when signalization is or may be countermanded' Also show areas flaggers positioning.

Include, at a minimum, on the planing and paving plan:

A copy of the accepted traffic control plan, refer to Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the traffic control sequencing consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.

1 A copy of each intersection's traffic control plan.

2 Haul routes from Supplier facilities and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.

3 Names and locations of HMA Supplier facilities to be used.

4 List of all equipment to be used for paving.

5 List of personnel and associated job classification assigned to each piece of paving equipment.

6 Description (geometric or narrative) of the planing and paving sequence schedule and intended area of planing and of paving for each day's work, the directions of proposed planing and paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and making of proposed timely notifications and coordination. Also show HMA joints relative to the final pavement marking lane lines.

7 Names, job titles, and contact information for field, office, and plant supervisory personnel.

8 A copy of the approved Mix Designs.

9 Tonnage of HMA to be placed each day.

10 Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least two Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

General for both Paving Plan and for Planing Plan:

The actual times of starting and ending daily operations.

a. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.

b. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other con-tractors who may operate in the Project Site.

c. Notifications required of Contractor activities, and coordinating with other entities and the public, as necessary.

d. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.

e. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed

f. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planning, refer to Section 5-04.3(14)B2.

g. Description of how flaggers will be coordinated with the planing, paving, and related operations.

h. Description of sequencing of traffic controls for the process of rigid pavement base repairs.

i. Other items the Engineer deems necessary to address.

2. Paving – additional topics:

When to start applying tack and coordinating with paving.

a. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.

b. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.

c. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.

d. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Apply the fog seal prior to opening to traffic unless Engineer approves otherwise.

5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer. Perform the Work in accordance with Section 5-04.

5-04.4 Measurement

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

5-04.5 Payment

Payment for bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

Supplement Division 5 of the Standard Specifications by adding the following:

5-06 PAVEMENT PATCHING

(******)

5-06.1 Description

This Work shall consist of the reconstruction and patching of trenches and other excavations in paved streets and other paved areas.

5-06.2 Materials

Provide materials conforming to the requirements specified for the materials in Sections 5-04 & 5- 05 of the Standard Specifications except as modified by these Special Provisions.

For HMA pavement patching provide HMA CL 1/2", PG 64-22 as specified in Section 5-04 of the Standard Specifications.

Provide asphalt for temporary pavement patch as either: cold mix asphalt (MC 250) per Section 9-02 of the Standard Specifications or hot mix asphalt (HMA CL 1/2", PG 64-22). Mineral aggregate of MC 250 shall meet the same requirements as the aggregates used in HMA CL 1/2", PG 64-22.

For cement concrete base pavement patching provide high early strength cement concrete meeting the requirements of 9-01.2(2) of standard specifications. Provide minimum 4000 psi mix having minimum 3000 psi compressive strength after curing time of three days.

Provide crushed surfacing top course used for pavement patching conforming to the requirements of 9-03.9(3) of the Standard Specifications.

5-06.3 Construction Requirements

5-06.3(1) General

Schedule pavement patching to accommodate the demands of traffic and perform as rapidly as possible to provide maximum safety and convenience to public traffic.

Placing and compact the trench backfill and the preparation and compaction of the subgrade in accordance with the various applicable sections of the Standard Specifications except as modified by these Special Provisions.

Before the pavement patch is to be constructed saw cut the pavement so that the marginal edges of the patch will form a rectangular shape with straight edges and vertical faces.

Provide signs, barricades, lights, and other warning devices in accordance with the requirements of the "Manual on Uniform Traffic Control Devices" and they maintain 24-hours a day until the patching work is completed and ready for traffic.

Complete subgrade compaction prior to the required patching. Compact subgrade to 95-percent as determined by the ASTM D2922 (nuclear method).

5-06.3(2) Cement Concrete Pavement Patch

Place cement concrete pavement in accordance with 5-05.3 of the Standard Specifications and these Special Provisions after the Crushed Surfacing Top Course subgrade for the pavement has been constructed and compacted to line and grade.

Perform all Work accordance with Section 5-05 of the Standard Specifications, except as modified by these Special Provisions and Standard Drawing No. 326.

Hand screeding and float finishing of cement concrete pavement patch is allowable.

Contractor will not be required to cut cores in accordance with 5-05.3(7) of the Standard Specifications.

Form transverse construction joints to match existing pavement transverse joints using a suitable power driven concrete saw.

Place cement concrete pavement directly against the bare sawcut vertical face of the adjacent concrete pavement.

Finish surface using broom in direction perpendicular to the centerline with a fiber brush.

Date stamping pavement will not be required.

Cure cement concrete pavement in accordance with 5-05.3(13) of the Standard Specifications.

Cement concrete pavement will be measured and paid for by the square yard of completed pavement patch.

5-06.3(3) Cement Concrete Pavement Resurfaced with HMA

Patch streets having cement concrete pavements surfaced with HMA as shown on Standard Drawing No. 326.

The thickness shall be one inch thicker than the existing concrete base or six inch, whichever is greater. The top surface of the concrete patch shall match the top surface of the existing concrete base; in no case shall the top of the concrete be higher than the top of the existing concrete base. Brush finishing will not be required. Joints shall be placed to match existing or as directed by the Engineer.

HMA plant mix shall not be placed until three days after the cement concrete base has been placed or otherwise permitted by the Engineer. The HMA plant mix shall not be placed until the concrete base has received a tack coat of CRS-2 at a rate of 0.12 to 0.20-gallons per square yard. The edges of the existing asphalt and castings shall also be painted with the tack coat. The HMA pavement shall then be placed, leveled, and compacted to conform to the surface of the existing HMA. Immediately thereafter, all joints between the new and original asphalt pavement shall be painted with CSS-1 asphalt emulsion and covered with dry sand before the asphalt solidifies.

Asphalt shall be compacted to 92-percent of maximum density as determined by WSDOT Test Method 705.

5-06.3(4) HMA on Granular Base

After the Crushed Surfacing Top Course subgrade has been leveled and compacted, HMA CL 1/2", PG 64-22 shall be placed to a thickness of one inch greater than the existing asphalt pavement depth or to a minimum of three inches, whichever is greater. Asphalt shall be compacted to 92-percent of maximum density as determined by WSDOT Test Method 705.

5-06.3(5) Untreated Roadway Surfaces

Existing crushed rock, gravel, and oil mat streets shall be restored with Crushed Surfacing Top Course to a compacted depth of four inches within the neat lines of the trench. Crushed surfacing shall be mixed, placed, spread, and shaped in accordance with the requirements of Section 4-04 of the Standard Specifications.

5-06.3(6) Temporary Pavement Patching

The Contractor shall furnish, place, and maintain temporary pavement surfacing as shown on the Plans and at locations as directed by the Engineer, until such time as a permanent patch of permanent paving can be made.

Provide a temporary patch as required to reopen roadway during construction as that withstands existing traffic loads and volumes. Options include, and are not limited to, cold mix asphalt (MC 250), hot mix asphalt (HMA CL 1/2", PG 64-22), or secured steel roadway plates.

Provide temporary asphalt surfacing where roadway or walk is needed for vehicular or pedestrian traffic, during the construction period, until permanent pavement and sidewalks can be constructed.

In the event that the temporary surface subsides after the initial placement, apply additional MC 250 or HMA (as approved by the Engineer) as necessary to maintain the surface.

Stockpile of plant mix and crushed surfacing for temporary surfacing shall be provided on the site by the Contractor.

Prior to final restoration of the pavement, the Contractor shall be responsible for removing and disposing of temporary pavement surfacing materials.

5-06.3(7) Incidental Pavement Patching

Incidental pavement patching shall be done only at the direction of the Engineer for patching and restoring areas between the back of new sidewalks and adjacent asphalt driveways, paving ramps at the ends of sidewalks, and gutters that are adjusted to grade.

Asphalt for incidental pavement patching shall be HMA CL 1/2", PG 64-22.

5-06.4 Measurement

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

5-06.5 Payment

Payment for bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

END OF DIVISION 5

This page intentionally left blank.

DIVISION 6 – STRUCTURES

6-01 GENERAL REQUIREMENTS FOR STRUCTURES

6-01.5 Work Access and Temporary Structures

Section 6-01.5 is re-titled and revised to read:

(******)

Work Access

The Contractor shall construct work access and containment to accommodate all work associated with removal of existing water line and supports and installation of new water line and supports on the bridge, as shown in the Plans. The Contractor shall construct and remove the work access in accordance with all environmental regulations and permits, including those specified in Sections 1-07.5 and 1-07.6, and in accordance with all traffic control requirements, including those specified in Sections 1-07.23.

Submittal

The Contractor shall submit Type 2E Working Drawings and supporting calculations of the work access used to support equipment, materials, and workers, including scaffolds, temporary lighting for night work, platforms, lifts, and the methods used to attach and anchor these supports and platforms. The Contractor shall design work access structure(s) to withstand all applicable loads in accordance with accepted design codes. The Contractor shall specify the design code(s) in the design calculations and working drawings.

The Contractor shall include information with the work access submittal about construction equipment that will use and construct the work access. The Contractor shall specify the type and model of construction equipment to be used, and shall include equipment catalogue cuts with capacities and geometry. The Contractor shall include anticipated wheel or track loads, axle spacings, outrigger geometry and reactions, crane pick angles and reach, location of equipment loads and other equipment details.

The Contractor shall include a narrative description of the construction plan for the work access, including but not limited to description and sequence of work access installation including erection requirements in Section 6-03.3(7)A, removal of existing water line and supports on bridge girders and piers, installation of new water line and supports on bridge and piers, methods used to contain materials for protecting the environment and traffic, and removal of work access.

Working drawings and calculations shall include all necessary information for design and construction of the system, including but not limited to, loads on the system, member size and geometry, member loads and capacities, loads from the system to the existing bridge and capacities of existing bridge members, design and details of the connections to the existing bridge, design and details of and supports on the ground, length of new pipe needing work access, and length of existing pipe needing work access.

Measurement

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT.

Payment

Payment for bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT.

6-02 CONCRETE STRUCTURES

6-02.1 Description

Section 6-02.1 is supplemented with the following:

This Work includes supports attached to the bridge for the new water line.

6-02.2 Materials

Section 6-02.2 is supplemented with the following:

Resin Bonded Anchors

(******)

The resin bonded anchor system shall include the nut, washer, and threaded anchor rod which is installed into hardened concrete with a resin bonding material.

Resin bonding material used in overhead and horizontal application shall be specifically recommended by the resin manufacturer for those applications. Resin bonding material used in submerged liquid environment shall be specifically recommended by the resin manufacturer for this application.

The resin bonded anchor system shall conform to the following requirements:

1. Threaded Anchor Rod and Nuts

   Threaded anchor rods shall conform to ASTM A 193 Grade B7 or ASTM A 449, except as otherwise noted, and be fully threaded. Threaded anchor rods for stainless steel resin bonded anchor systems shall conform to ASTM F 593 and shall be Type 304 unless otherwise specified.

   Nuts shall conform to ASTM A 563, Grade DH, except as otherwise noted. Nuts for stainless steel resin bonded anchor systems shall conform to ASTM F 594 and shall be Type 304 unless otherwise specified.

   Washers shall conform to ASTM F 436, and shall meet the same requirements as the supplied anchor rod, except as otherwise noted. Washers for stainless steel resin bonded anchor systems shall conform to ASTM A 240 and the geometric requirements of ASME B18.21.1 and shall be Type 304 Stainless Steel unless otherwise specified.

   Nuts and threaded anchor rods, except those manufactured of stainless steel, shall be galvanized in accordance with AASHTO M 232. Galvanized threaded anchor rods shall be tested for embrittlement after galvanizing, in accordance with Section 9-29.6(5).

   Threaded anchor rods used with resin capsules shall have the tip of the rod chiseled in accordance with the resin capsule manufacturer’s recommendations. Galvanized threaded rods shall have the tip chiseled prior to galvanizing.

2. Resin Bonding Material

   Resin bonding material shall be a two-component epoxy resin conforming to ASTM C881 Type IV.

3. Ultimate Anchor Tensile Capacity

   Resin bonded anchors shall be tested in accordance with ASTM E 488 to have the following minimum ultimate tensile load capacity when installed in concrete having a maximum compressive strength of 6000 pounds per square inch (psi) at the embedment specified below:

Anchor Diameter (inch)	Tensile Capacity (lbs.)	Embedment (inch)
3/8	7,800	3-3/8
1/2	12,400	4-1/2
5/8	19,000	5-5/8
3/4	27,200	6-3/4
7/8	32,000	7-7/8
1	41,000	9
1-1/4	70,000	11-1/4

The Contractor shall submit items 1 and 2 below to the Engineer for all resin bonded anchor systems. If the resin bonded anchor system and anchor diameter are not listed in the current WSDOT Qualified Products List, the Contractor shall submit items 1, 2, and 3 with the RAM in accordance with Section 1-06.1(2).

For resin bonded anchor systems that are installed in a submerged liquid environment the Contractor shall submit items 1, 2, and 4 below. If the resin bonded anchor system and anchor diameter are not listed in the current WSDOT Qualified Products List, the Contractor shall also submit items 1, 2, 3, and 4 with the RAM in accordance with Section 1-06.1(2).

1. The resin manufacturer's written installation procedure for the anchors.
2. The manufacturer's certificate of compliance for the threaded anchor rod certifying that the anchor rod meets these requirements.
3. Test results by an independent laboratory certifying that the threaded anchor rod system meets the ultimate anchor tensile load capacity specified in the above table. The tests shall be performed in accordance with ASTM E 488.
4. For threaded anchors intended to be installed in submerged liquid environments the Contractor shall submit tests performed by an independent laboratory within the past 24 months which certifies that anchors installed in a submerged environment meet the strength requirements specified in the above table.

Bridge Supported Utilities

(*September 3, 2019 WSDOT GSP*)

Hanger rods, and associated nuts and washers, shall conform to Section 9-06.5(1), and shall be galvanized in accordance with ASTM F2329.

Steel bars and plates shall conform to ASTM A 36 and shall be galvanized in accordance with AASHTO M 111.

(******)

Horizontal strut bolts or threaded rods, and associated nuts and washers, shall conform to Section 9-06.5(1), and shall be galvanized in accordance with ASTM F2329.

(*June 26, 2000 WSDOT GSP*)

Pipe rolls or pipe saddles shall be of the type and model specified in the Plans.

6-02.3 Construction Requirements

Section 6-02.3 is supplemented with the following:

Bridge Supported Utilities

(******)

The Contractor shall furnish and install the bridge utility supports as shown in the Plans. Steel construction shall be in accordance with Section 6-03.

6-02.3(18) Placing Anchor Bolts

Section 6-02.3(18) is supplemented with the following:

Resin Bonded Anchors

(******)

The embedment depth of the anchors shall be as specified in the Plans. If the embedment depth of the anchor is not specified in the Plans then the embedment depth shall be as specified in the table of minimum and maximum torque below.

The anchors shall be installed in accordance with the resin manufacturer's written procedure.

Holes shall be drilled as specified in the Plans. Holes may be drilled with a rotary hammer drill when core drilling is not specified in the Plans. If holes are core drilled, the sides of the holes shall be roughened with a rotary hammer drill after core drilling.

Holes shall be prepared in accordance with the resin manufacturer's recommendations and shall meet the minimum requirements as specified herein. Holes drilled into concrete shall be thoroughly cleaned of debris, dust, and laitance prior to installing the threaded rod and resin bonding material. Holes shall not have any standing liquid at the time of installation of the threaded anchor rod.

The anchor nuts shall be tightened to the following torques when the embedment equals or exceeds the minimum embedment specified.

Anchor Diameter (inch)	Minimum Torque (ft-lbs)	Maximum Torque (ft-lbs)	Minimum Embedment (Inch)
3/8	12	18	3-3/8
1/2	22	35	4-1/2
5/8	55	80	5-5/8
3/4	106	140	6-3/4
7/8	165	190	7-7/8
1	195	225	9
1-1/4	370	525	11-1/4

When the anchor embedment depth is less than the minimum values specified, the anchor nuts shall be tightened to the torque values specified in the Plans, or as recommended by the resin bonded anchor system manufacturer and approved by the Engineer.

6-02.4 Measurement

Delete all paragraphs of 6-02.4 and substitute the following:

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT.

6-02.5 Payment

Delete all paragraphs of 6-02.5 and substitute the following:

Payment for bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT.

6-03 STEEL STRUCTURES

6-03.1 Description

Section 6-03.1 is supplemented with the following:

This Work includes steel portions utility supports attached to the bridge for the new water line.

6-03.2 Materials

Section 6-03.2 is supplemented with the following:

Bridge Supported Utilities

Provide materials in accordance with Section 6-03.2 and the Plans.

6-03.3 Construction Requirements

Section 6-03.3 is supplemented with the following:

Bridge Supported Utilities

The Contractor shall furnish and install the bridge utility supports as shown in the Plans.

Cut slots as minimally sized as possible for installation of pipe saddles through pipe casing and insulation materials.

6-03.3(7) Shop Plans

Section 6-03.3(7) is supplemented with the following:

Type 2 Working Drawings shall include all details, layout, locations, and materials for fabrication of utility supports, thrust support assemblies and pipe strap assemblies detailed in the Plans.

6-03.3(7)A Erection Methods

Section 6-03.3(7)A is supplemented with the following:

Type 2E Working Drawings of the erection plan shall be included with the Work Access submittal specified in 6-01.5.

6-03.3(25) Welding and Repair Welding

Section 6-03.3(25) is supplemented with the following:

The Contractor shall include welder certifications and weld procedures in the Working Drawings submittal specified in 6-03.3(7).

6-03.3(25)A Welding Inspection

Section 6-03.3(25)A is supplemented with the following:

All welding inspection shall be provided by the Contractor.

Welding inspection procedures, techniques, methods, acceptance criteria, and inspector qualifications shall be included in the Working Drawings submittal specified in 6-03.3(7).

Inspection results shall be submitted to the Engineer prior to installation of fabricated materials.

6-03.3(31) Alignment and Camber

Section 6-03.3(31) is supplemented with the following:

The Contractor shall locate and size holes to be drilled in the exiting bridge using a rigid template with the same size and layout as the fabricated members and ensure the same locations shown in the Plans and Working Drawings.

6-03.3(33) Bolted Connections

Section 6-03.3(33) is supplemented with the following:

Washers shall be provided under both the head and nut regardless of which end is turned. Lock washers shall be provided between nut and washers at bottom nuts in all vertically oriented bolts, and at all nuts in horizontally oriented bolts.

END OF DIVISION 6

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

7-09 WATER MAINS

7-09.1 Description

Revise the first paragraph in 7-09.1 to read as follows:

This Work consists of constructing water mains in accordance with the Plans, the Standard Specifications, these Special Provisions, and the COE Standard Drawings, at the location shown on the Plans.

7-09.1(1) Definitions

7-09.1(1)D Pipe Zone Backfill

Revise the first paragraph in 7-09.1(1)D to read as follows:

Pipe zone backfill includes material placed a minimum of 6-inches below the bottom of pipe up to a minimum of 12-inches above the top of pipe as shown on COE Standard Drawing No. 615.

Supplement 7-09.1 as follows:

7-09.1(2) Submittals

Provide Type 2 Working Drawings for all materials and Standard Plans.

7-09.2 Materials

Substitute the following for the corresponding material in the material list in 7-09.2:

Ductile Iron Pipe (non-earthquake resistant)	9-30.1(1)	Special Provisions
Fittings	9-30.2	Special Provisions
Restrained Joints (Buried pipe only)	9-30.2(6)	Special Provisions
Bolted, Sleeve–Type Couplings for Plain End Pipe	9-30.2(7)	Special Provisions

Aggregates:

Pipe Zone Bedding and Backfill	9-03.22	Special Provisions
Controlled Density Fill	2.09.3(1)E	Special Provisions

Supplement Section 7-09.2 with the following:

Pre-insulated Ductile Iron in Steel Casing	9.30.1(3)	Special Provisions
Insulation Jacket, for water pipe	9-30.4	Special Provisions
Flexible Expansion Joint	9-30.2(12)	Special Provisions

7-09.3 Construction Requirements

7-09.3(5) Grade and Alignment

Revise the first sentence of the third paragraph in 7-09.3(5) to read as follows:

Provide minimum cover from the final surface grade to the top of the pipe of 36-inches for water mains less than 12-inches in diameter and 48-inches for water mains 12-inches or greater in diameter. Provide 60-inches as the maximum depth from the final surface grade to the top of all water main pipes. Adhere to both minimum and maximum depths from finish grades unless Plans indicate otherwise.

Supplement 7-09.3(5) by adding the following:

Utility Clearances

An Ethafoam pad is required for installations where other utilities are closer than 18-inches to provide additional protection between the adjacent utilities. The size of the pad shall be based on the outside diameter (O.D.) of the larger crossing pipe. The pad shall be O.D. long by O.D. wide by 2.5 inches thick minimum or as required to protect the pipes. The pad shall be a strong, resilient, medium-density, closed-cell, polyethylene foam plank (Dow Ethafoam 220, or accepted equivalent.)

7-09.3(7) Trench Excavation

Revise the second paragraph in 7-09.3(7) to read as follows:

Excavate bell holes to the extent necessary to permit accurate Work in making and inspecting the joints. Keep the banks of the trenches as nearly vertical as soil conditions will permit, and where required to control trench width or to protect adjacent Structures, sheet and brace the trench. Provide trench widths to 1 foot above the top of the pipe. Standard excavating equipment shall be adjusted so as to excavate the narrowest trench possible.

7-09.3(7)A Dewatering of Trench

Supplement 7-09.3(7)A by adding the following:

Furnish, install, and operate necessary machinery, appliances, and equipment to keep excavations free from water during construction.

Trench dewatering shall be included with the Work with no direct compensation made.

Contractor shall design dewatering system to control subsurface seepage and lower the groundwater level below the bottom of excavation without adversely affecting off-site structures. The dewatering system should be evaluated in conjunction with the shoring design for the contractor to optimize costs and performance. Contractor shall submit dewatering plan for review prior to construction, describing methods to handle the seepage and includes proposed discharge.

7-09.3(8) Removal and Replacement of Unsuitable Materials

Delete all three paragraphs of 7-09.3(8) and substitute the following:

Remove Engineer classified unsuitable material at the trench bottom and replace with “Foundation Material Class A or B,” or other Engineer approved imported or native material.

Replace, at Contractor’s expense, unauthorized over-excavation with Gravel Borrow. Compact Gravel Borrow to minimum 90-percent maximum density.

7-09.3(9) Bedding the Pipe

Revise the first paragraph in 7-09.3(9) to read as follows:

Place sand backfill for pipe zone bedding to the depths shown in COE Standard Drawing No. 615. Compact sand backfill for pipe zone bedding around the pipe to 90-percent of maximum density by approved hand-held tools, so as to provide firm and uniform support for the full length of the pipe, valves, and fittings. Determine maximum in place density using nuclear method (ASTM 2922-17). Determine laboratory maximum dry density and optimum moisture content using the Modified Proctor Method in accordance with ASTM D-1557. Take care to prevent damage to the pipe and its protective coating.

7-09.3(10) Backfilling Trenches

Revise the last paragraph in 7-09.3(10) to read as follows:

Place a minimum 12-inch sand cushion between the water main and existing pipelines or other conduits when encountered during construction.

Supplement 7-09.3(10) by adding the following:

Backfill trenches in accordance with COE Standard Drawings No. 614, 615 and 620.

Unless Engineer directs otherwise, provide Controlled Density Fill for fill above the pipe zone for water main construction that is perpendicular to the travel lane in paved street sections.

The Engineer may authorize the use of Gravel Borrow or suitable native material in non-paved areas.

7-09.3(13) Handling of Pipe

Supplement 7-09.3(13) by adding the following:

Supply water main pipe having ends plugged by manufacturer immediately after manufacturing to eliminate debris entrance into the pipe during shipping and storage. Leave plugs in place until installing pipe in trench. Failure to supply the debris plugs or to maintain the debris plugs until pipe installation may be cause for City to reject the pipe or require Contractor to disinfect the pipe in accordance with AWWA C651 and as witnessed by City Water Quality personnel prior to installation.

7-09.3(19) Connections

7-09.3(19)A Connections to Existing Mains

Delete the last paragraph in 7-09.3(19)A and substitute the following:

Only City Utilities Department personnel may make connections to existing water mains after successful pressure testing, disinfection, and flushing. Schedule arrangements with the City Utilities Department a minimum of five business days in advance of making connections to the existing water main. Assemble necessary materials, equipment, and labor necessary to properly complete the Work prior to beginning the connection.

Provide traffic control and expose the water main at the connection allowing sufficient room for COE forces to make connection, expose the water main at the connection, including properly shoring and sheeting the excavation in accordance with requirements of WISHA, RCW 49.17 including WAC 296-155. Should City personnel determine the excavation and shoring and sheeting do not meet the requirements of WISHA, RCW 49.17, including WAC 296-155, City personnel will notify Contractor to make necessary modifications to bring the excavation and shoring into compliance prior to City personnel entering the trench.

Repair damage to existing pipe caused by the Contractor’s operations at Contractor’s expense.

Proceed continuously once Work is started on a connection without interruption and as rapidly as possible until completed. City will not permit shutoff of mains overnight, over weekends, or on holidays.

Notify COE water customers affected by water shut off if the connection to the existing system involves turning off the water. Provide a minimum of 48-hours prior notice. The Engineer will advise which property owners to notify.

Depending upon the number of water customers affected by a shut-off, Contractor may need to perform the connection during times other than normal working hours. Do NOT operate valves on the existing system. Only City Utilities Department personnel may operate water system valves.

Refer to 7-12.3 of these Special Provisions for tapping assembly connections, if any.

7-09.3(21) Concrete Thrust Blocking

Revise the first sentence of the first paragraph to read as follows:

Place concrete thrust blocking, as required by COE DCSS Section 5-13 and described in these Special Provisions, at all tees, dead ends, 90-degree bends, and connections to existing cast iron water mains.

Supplement 7-09.3(21) by adding the following:

Provide mechanical joint restraining devices in place of concrete blocking on all fittings connecting ductile iron pipe to ductile iron pipe.

Provide concrete thrust blocking at all 90-degree bends, tees, plugs, dead ends and crosses, including City installed fittings, per COE standards. Provide cast-in-place concrete thrust blocking having a minimum of 1/4-square foot bearing against the fitting and two square feet bearing against undisturbed soil and be clear of joints so as to permit taking up or dismantling joint. Provide a minimum measurement of 12-inches between the pipe and the undisturbed bank for all poured in place concrete thrust blocking. Form concrete blocking and pour using commercial concrete. Place blocking between solid ground and the fitting to be anchored with the area bearing on the pipe and on the ground in each instance being as Shown or directed by the Engineer. Place the blocking, unless otherwise shown or directed, so that the pipe and fitting joints, including nuts and bolts, can be accessible for repair.

7-09.3(22) Blowoff Assemblies

Revise the first paragraph under 7-09.3(22) to read as follows:

Construct Blowoff Assemblies at the locations shown on the Plans and in accordance with COE Standard Drawing No. 511.

7-09.3(23) Hydrostatic Pressure Test

Supplement 7-09.3(23) by adding the following:

Provide City approved double-check assembly for the purpose of testing and flushing. City will not charge for the water used in this operation.

Successfully complete hydrostatic pressure test prior to starting disinfecting new water mains.

7-09.3(23)A Testing Extensions from Existing Mains

Delete 7-09.3(23)A.

7-09.3(24) Disinfection of Water Mains

Delete 7-09.3(24), including subsections, and substitute the following:

7-09.3(24) Flushing and Disinfection of Water Mains (******)

Flush, disinfect with a chlorine solution and obtain passing coliform bacteria test reports before placing new water mains or extensions to existing mains in service. Submit flushing and disinfection procedures in accordance with this section. Provide submittal containing, at a minimum:

- location of taps and other appurtenances used for chlorination and flushing purposes,
- location of the sample collection taps,
- disposal location and treatment procedure for chlorinated water discharged from the mains, and
- procedure for disinfection including application method, point of application, and target concentrations for the contact interval being used.

7-09.3(24)A Flushing

Flush sections of pipe being disinfected to remove solids that may have become lodged in the pipe. Provide a tap sufficient to provide a flush velocity inside the main of at least 2.5 fps if no hydrant is installed at the end of the main. Flush as long as material or color is visible in the discharge. Flush at a minimum one full pipe volume of water from the section of new main being tested.

Guidelines for Required Flow and Openings to Flush Pipelines
(assumes 40 psi residual pressure in water main)

Pipe Dia. (in.)	Flow Required to Produce 2.5 fps (approx) Velocity in Main (gpm)	Size of Tap (in)			Number of 2 ½" Hydrant outlets
		1 (in)	1 1/2 (in)	2 (in)	
4	100	1			1
6	200		1		1
8	400		2	1	1
10	600		3	2	1
12	900			2	2
16	1,600			4	2

Guidelines for Water Main Volume

Inside Dia. (in)	Volume per 100 LF (gal)
4	65
6	147
8	261
10	408
12	587
20	1,632

Provide taps and other appurtenances required for temporary release of air, chlorination, or flushing purposes as a part of the Work.

To protect aquatic life in receiving waters, neutralize the chlorine contained in the discharge water before disposing into a natural drainage channel or feature draining to a natural channel. Dispose of disinfecting solutions to the satisfaction of the City of Everett and the Washington Department of Ecology. Discharge water disposal may be directed to an available sanitary sewer, if approved by the Engineer and provided the rate of disposal will not overload the sewer.

7-09.3(24)B Disinfectant Concentration and Retention Period (Contact Interval)

Provide disinfection concentration necessary to obtain a free chlorine residual of not less than 10 mg/1 remaining in the disinfectant solution after a 24 hour contact time. Provide the initial free chlorine residual concentration of disinfectant solution not less than 25 mg/l. Contractor may reduce disinfectant chlorine solution contact time from 24 to 12 hours by using an initial disinfectant concentration of 50 mg/l. Maximum allowable disinfectant concentration shall be 50 mg/l. The ending concentration of an initial 50 mg/l solution following a 12 hour contact time shall be not less than 10 mg/l.

7-09.3(24)C Form of Applied Chlorine

Perform disinfection of water mains using the continuous feed method employing either liquid calcium hypochlorite or liquid sodium hypochlorite solutions. Dry calcium hypochlorite and gaseous or liquid chlorine is not allowed.

Follow the continuous feed methods specified in the most recent version of AWWA Standard C-651 and Section 5-15 of the latest edition of the City of Everett “Design and Construction Standards and Specifications for Development,” except for the City’s prohibition on the use of dry calcium hypochlorite or gaseous chlorine.

7-09.3(24)D Point of Application

Whenever possible, use the beginning of the pipeline extension, or a valved section of it, as the point of application for the disinfectant solution. Provide a tap to supply water for delivering the disinfectant solution on the pressure, or upstream, side of the valve controlling the flow into the pipeline extension, but downstream of the backflow preventer used to isolate the new main from the existing water distribution system. Obtain Engineer approval in writing to use alternate points of applications.

For a City allowed direct tie-in to an existing main via an in-line backflow preventer and with the approval of the Inspector, the point of application may be through a corporation stop inserted in the horizontal axis of the pipe. Locate tap within 10-feet of where the line is tied into the existing system. Swab the internal surfaces of the backflow preventer and adjacent downstream appurtenances, valves, or couplings for example, with straight hypochlorite solution prior to their installation.

7-09.3(24)E Preventing Reverse Flow

Provide a State Department of Health approved backflow preventer installed in the connecting line before making a connection between the existing distribution system and water lines constructed under this Contract that have not been flushed, disinfected, and tested. Install backflow preventer upstream of temporary fill hoses and disinfectant injection equipment.

7-09.3(24)F Chlorinating Valves, Hydrants, and Appurtenances

Operate valves, hydrants, and other appurtenances during the disinfectant contact interval for newly-laid pipe while filling the pipeline with the disinfectant chlorine solution and the main is under normal operating pressure. Normal operating pressure is the pressure the existing distribution system provides through the temporary backflow protection device.

7-09.3(24)G Chlorinating Connections to Existing Water Mains and Water Service Connections

Chlorinate connections to existing water mains in accordance with the following sections of the most recent revision of AWWA Standard C651:

Section 4.6 – Final Connections to Existing Mains,

Section 4.7 – Disinfectant Procedures When Cutting Into or Repairing Existing Mains, and

Section 4.8 – Special Procedures for Caulked Tapping Tees

Swab the internal surfaces of closure fittings with a 5 to 6 percent chlorine solution that can be found in liquid household sodium hypochlorite bleach.

7-09.3(24)H Final Flushing and Testing

Notify the City Utilities Division, Environmental Monitoring and Compliance (EMC) staff at least five business days prior to requiring EMC staff to collect samples and measure the chlorine concentration of the disinfectant solution placed in the new main. EMC staff will collect and measure samples at the start and at the end of the disinfectant contact period.

Provide sample taps as noted in 7-09.3(24)I to allow EMC staff to collect at least one set of disinfectant concentration, coliform bacteria, and free chlorine samples from both ends of new mains, at the end(s) of each cross or branch, and every 1200 feet along the main.

Notify EMC staff at least five business days prior to requiring having EMC staff collect final coliform bacteria and free chlorine residual samples.

The City of Everett EMC staff will collect bacteriological and disinfectant residual samples for submitting to Washington State Department of Health, Drinking Water Division certified laboratory for testing. EMC staff will immediately notify Contractor and Engineer upon receiving analysis results.

Upon receiving passing test results, flush disinfectant solution from the newly-laid mains until the replacement water throughout the length of the main tests having a level of free chlorine residual representative of the distribution system water supply.

7-09.3(24)I Sample Collection Taps

Provide water sample collection taps at each required sampling location in accordance with COE Standard Drawing No. 526 and as described in these Special Provisions.

Locate the end of each water sample collection tap above existing ground level. Plumb taps to provide downward water flow to allow effective filling of sample containers. City EMC staff shall have the authority to refuse to conduct sampling from taps they consider inadequate or not representative of water main quality.

On mains exceeding 1,200 feet, provide for sample collection at one of the water services shown on the Plans. If no water services are shown on the Plans, provide 3/4-inch sampling tap at appropriate locations along the main.

For mid-line service taps not providing future customer service, plumb into dead-end meter setters and meter boxes at the street or sidewalk edge for use as future dedicated sampling locations in accordance with COE Standard Drawing No. 526.

Locate sample tap upstream of the flushing hose connection for bacterial and disinfectant residual sampling. Due to sanitary and representative sampling issues, use only installed sample taps for collection of free chlorine or bacteriological samples.

7-09.3(24)J Repetition of Flushing and Testing

Should the initial disinfection procedure result in an unsatisfactory bacteriological test, meaning total coliform bacteria is present, repeat the entire flushing and disinfection procedure until obtaining satisfactory test results. Unsatisfactory test results indicate Contractor's failure to keep the pipe, sample taps, and temporary filling attachments clean during construction, or to properly flush and disinfect the main.

Supplement 7-09.3 by adding the following:

7-09.3(25) Mechanical Joint Restraining Devices (******)

Restrain joints at bends, tees, dead ends and connections to existing water mains as shown on the Plans using mechanical joint restraining devices in accordance with COE DCSS Section 5-13.

Thrust restraint shall be provided at each fitting with a minimum length of restrained joints on all sides of the fitting. The restraint length shall be calculated based on the criteria specified in DCSS Section 5-13, and compared with Table 5A, whichever is greater.

Install joint restraint system in accordance with the manufacturer's recommendations.

7-09.3(26) Insulation Jacket, for Water Pipe (******)

Ductile Iron Pipe, including tees and bends, installed on the existing bridge structure not within a steel casing shall be wrapped with insulation jacketing in accordance with these special provisions and manufacture recommendations.

7-09.3(27) Pre-insulated Ductile Iron pipe in steel casing (******)

Contractor to shall install and connect the joints of pre-insulated ductile iron pipe in casing pipe on existing bridge structure, where indicated on the plans and in accordance with the standard plans, these special provisions, and pipe manufacture recommendations.

Contractor shall not install the required pipe casing sleeves on the pre-insulated ductile iron watermain in 18" steel casing until pressure testing of the installed water line on the existing bridge structure have been completed and approved by the city. Following pressure testing and upon approval of the engineer, the contractor shall complete installation of end seals, insulation material, and placing/attaching the casing sleeve over each of the pipe joints, in accordance with manufactures recommendations.

7-09.4 Measurement

Delete all paragraphs of 7-09.4 and substitute the following:

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

7-09.5 Payment

Delete all paragraphs of 7-09.5 and substitute the following:

Payment for bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

7-12 VALVES FOR WATER MAINS

7-12.1 Description

Supplement 7-12.1 as follows:

7-12.1(1) Submittals
(******)

Provide Type 2 Working Drawings for all materials and Standard Plans.

7-12.2 Materials

Delete the first paragraph in 7-12.2 and substitute the following

Provide materials meeting the requirements of the following:

Gate Valves (2-inches to 12-inches)	9-30.3(1)	Special Provisions
Butterfly Valves	9-30.3(3)	Special Provisions
Valve Boxes	9-30.3(4)	Special Provisions
Valve Stem Extensions	9-30.3(6)	Special Provisions
Combination Air Release/Vacuum Valve	9-30.3(7)	Special Provisions
Tapping Sleeve and Valve Assembly	9-30.3(8)	Special Provisions

7-12.3 Construction Requirements

Supplement 7-12.3 by adding the following:

Install valve box centered on the operator nut.

Provide 3-inch thick x 2-feet x 2-feet HMA concrete pad around valve boxes located within gravel surface.

Provide one valve stem extension, minimum 12-inch length, in accordance with COE Standard Drawing No. 505 when the top of the valve operating nut is more than three feet below finished grade.

Provide equipment, labor, tools, materials, and miscellaneous parts to perform pavement sawing, pavement removal, excavations, shoring, traffic control and other Work required to prepare the site for City Utility Department personnel to install the City supplied tapping sleeve and valve assembly.

Notify City Utility Department a minimum of five business days for each tap being made. The Utility Department will determine the date and time to make each tap.

Expose the water main being hot tapped, including properly shoring the excavation in accordance with requirements of WISHA, RCW 49.17 including WAC 296-155. Should City personnel determine the excavation and shoring do not meet the requirements of WISHA, RCW 49.17, including WAC 296-155, City personnel will notify Contractor to make necessary modifications to bring the excavation and shoring into compliance prior to City personnel entering the trench.

Once the conditions are deemed safe for City personnel to enter the trench, City will install the tapping sleeve and valve assembly and Utility Department personnel will perform the hot tapping of the existing main. Upon City Utility Department personnel completing installing and testing the tapping sleeve and valve assembly. City Utility Department personnel will connect to Contractor's installed pipe upon Contractor's successful completion and testing of Contractor installed water main. Backfill, compact, and restore the area.

Where shown on the Plans, adjust existing valve boxes and covers to the grade as staked or otherwise designated by the Engineer. Using riser rings to adjust the valve box to grade is not allowed.

Conduct removal operations conducted to prevent damage to the valve boxes. Replace parts or materials damaged due to the Contractor's operations at his expense.

Conduct valve box adjustments so the final adjusted valve box allows full operation of the valve. Remove debris from the adjusted valve boxes to ensure full valve operation.

7-12.3(1) Installation of Valve Marker Post

Delete the third sentence of the first paragraph in 7-12.3(1) and substitute the following:

Where shown on the Plans, provide valve marker post with the exposed portion having the letter “V” and the distance in feet to the valve stenciled in black paint on the post. Provide a two inch high stencil to produce the letters and numerals.

7-12.3(2) Relocate Existing Pressure Reducing Value (PRV) (******)

The relocated PRV station shall conform to COE standard drawing No. 521. Contractor shall excavate and install the new vault structure for the PRV in the location shown on the plans and in accordance with COE standards. Contractor shall install and connect a gravity drain from the vault to the existing storm drainage system.

Contractor shall coordinate with the COE utility department, providing at least 5 days’ notice, for closing existing valves and shutting down the existing PRV station. Contractor shall drain and properly dispose of the residual water within the PRV station piping.

City crews will disassemble the PRVs and other valves, pipes, fittings, and other appurtenances within the existing vault and re-assemble in the new vault structure, including construction of pipe and valve supports.

Contractor shall connect the new stations inlet and outlet piping and perform pressure and purity testing in accordance with COE standards and Section 7-09.3(24) of these special provisions.

7-12.4 Measurement

Delete all paragraphs of 7-12.4 and substitute the following:

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

7-12.5 Payment

Delete all paragraphs of 7-12.5 and substitute the following:

Payment for bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

END OF DIVISION 7

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL

8-01.1 Description

Revise the first paragraph in 8-01.1 to read as follows:

This Work consists of furnishing, installing, maintaining, removing, and disposing of high visibility fence, and water pollution and erosion control items in accordance with the Standard Specifications, these Special Provisions, as shown in the Plans, as shown on COE Standard Drawings, or as designated by the Engineer.

8-01.2 Materials

Supplement the list of materials in 8-01.2 as follows:

Biodegradable Erosion Control Blanket	9-14.6(2)

8-01.3 Construction Requirements

8-01.3(1) General

Delete the first through eighth paragraphs and substitute the following:

The Contractor shall install a high visibility fence along the site preservation lines when shown in the Plans or as instructed by the Engineer.

Throughout the life of the project, the Contractor shall preserve and protect the delineated area, acting immediately to repair or restore any fencing damaged or removed.

Controlling pollution, erosion, runoff, and related damage requires the Contractor to perform temporary Work items including but not limited to:

1. Providing ditches, berms, culverts, and other measures to control surface water.
2. Building dams, settling basins, energy dissipaters, and other measures, to control downstream flows.
3. Controlling underground water found during construction.
4. Covering or otherwise protecting slopes and stockpiles until permanent erosion-control measures are working.

To the degree possible, the Contractor shall coordinate this temporary Work with permanent drainage and erosion control Work the Contract requires.

All sediment control devices including, but not limited to, sediment ponds, perimeter silt fencing, or other sediment trapping BMPs shall be installed prior to any ground disturbing activity. Clearing, grubbing, excavation, borrow, or fill within the Right of Way shall never expose more erodible earth than as listed below:

Western Washington (West of the Cascade Mountain Crest)	
May 1 through September 30	17 Acres
October 1 through April 30	5 Acres

8-01.3(1)A Submittals

Revise 8-01.3(1)A to read as follows:

The Contractor shall prepare and submit a Temporary Erosion and Sediment Control (TESC) Plan consisting of a narrative section and plan sheets that meets Ecology's Stormwater Pollution Prevention Plan (SWPPP) requirement in the Construction Stormwater General Permit (CSWGP) when applicable.

The Contractor may adopt the TESC measures indicated in the Drawings in preparing the TESC Plan. The Contractor shall complete and modify the TESC Plan to meet the Contractor's schedule and method of construction. All TESC Plans shall meet the requirements of the current edition of the Department of Ecology's Stormwater Management Manual for Western Washington and be adapted as needed throughout construction based on site inspections and discharge samples to maintain compliance with the CSWGP when applicable. The Contractor shall develop a schedule for implementation of the TESC work and incorporate it into the Contractor's progress schedule.

TESC plan shall be continually updated as site conditions change and erosion control measures are adjusted. The Contractor shall provide an updated TESC plan for review when requested by the Engineer.

The Contractor's adoption of the TESC Plans as shown in the Plans shall be submitted as a Type 1 Working Drawing. Modified TESC Plans shall be submitted as Type 2 Working Drawings.

Failure to accept all or part of any such Plan will not make the Contracting Agency liable to the Contractor for any Work delays.

The Contractor shall prepare and submit a Temporary Erosion and Sediment Control (TESC) Plan consisting of a narrative section and plan sheets meeting the requirements of Chapter 2 of the DCSS.

The Contractor may adopt the TESC measures indicated in the Drawings in preparing the TESC Plan. The Contractor shall complete and modify the TESC Plan to meet the Contractor's schedule and method of construction, but the modified plan shall provide at least an equivalent level of erosion protection as the measures included in the Drawings. All TESC Plans shall be adapted as needed throughout construction based on site inspections. The Contractor shall develop a schedule for implementation of the TESC work and incorporate it into the Contractor's progress schedule.

At the request of the Engineer updated TESC Plans shall be prepared and provided to the City.

The Contractor's adoption of the TESC Plans as shown in the Plans shall be submitted as a Type 1 Working Drawing. Modified TESC Plans shall be submitted as Type 2 Working Drawings.

Failure to accept all or part of any such Plan will not make the Contracting Agency liable to the Contractor for any Work delays.

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

Revise the second and third paragraphs in 8-01.3(1)B to read as follows:

The ESC Lead shall implement the TESC Plan. Implementation shall include, but is not limited to:

1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the TESC Plan to

ensure continued performance of their intended function. Damaged or inadequate TESC BMP's shall be corrected immediately.

2. Updating the TESC Plan to reflect current field conditions.
3. Discharge sampling and submitting Discharge Monitoring Reports (DMRs) to Ecology in accordance with the CSWGP.
4. Develop and maintain the Site Logbook as defined in the CSWGP. As a part of the Site Logbook, the Contractor shall develop and maintain a BMP tracking table to show that identified TESC compliance issues are fully resolved within 10 calendar days. The table shall include the date an issue was identified, a description of how it was resolved, and the date the issue was fully resolved.

The ESC Lead shall also inspect all areas disturbed by construction activities, all on-site erosion and sediment control BMP's, and all stormwater discharge points at least once every calendar week and within 24-hours of runoff events in which stormwater discharges from the site. Inspections of temporarily stabilized, inactive sites may be reduced to once every calendar month. The Erosion and Sediment Control Inspection Form (WSDOT Form 220-030) shall be completed for each inspection and a copy shall be submitted to the Engineer no later than the end of the next working day following the inspection.

8-01.3(8) Street Cleaning

Delete 8-01.3(8) and substitute the following:

Provide self-propelled pickup sweepers equipped with water spray systems for dust control and designed and operated to meet air quality standards for pavement cleaning and debris removal as required. The use of supplementary water to suppress dust while performing cleaning Work shall be held to a minimum unless designated otherwise by the Engineer.

Plan construction operation to minimize the need for street cleaning.

Sweep streets and roadways as needed at least once per day. Sweep all roadway areas subject to construction traffic within the Project area and connecting streets, preferably during non-peak use hours of the Project site. More frequent cleaning may be required, as directed by the City's Inspector, as conditions warrant.

Clean up spills immediately. Failure to clean streets or spills as required will result in City procuring street cleaning services, or cleaning streets themselves at City overtime rates. Either way, Contractor shall be responsible for reimbursing the City for cost incurred. If Contractor fails to promptly reimburse City then City will deduct cost, plus interest on unpaid balance, from Contractor's final payment.

8-01.3(9) Sediment Control Barriers

8-01.3(9)A2 Silt Fence

Delete the fifth paragraph in 8-01.3(9)A and substitute the following:

Provide steel posts consisting of U, T, L or C shape posts with a minimum weight of 1.35 lbs/ft, or other steel posts having equivalent strength and bending resistance to the posts listed. Provide silt fence conforming to COE Standard Drawing 214.

8-01.3(15) Maintenance

Delete the fifth paragraph of 8-01.3(15).

8-01.3(16) Removal

Revise the first paragraph of 8-01.3(16) to read as follows:

The Contractor shall remove all temporary BMPs and all associated hardware from the project limits prior to Physical Completion unless otherwise approved by the Engineer. All permanent stabilization of disturbed areas shall be completed prior to removal of temporary BMPs.

At the request of the Contractor and at the sole discretion of the Engineer the CSWGP may be transferred back to the City. Approval of the Transfer of Coverage request will require the following:

1. All other Work required for Contract Completion has been completed.
2. All Work required for compliance with the CSWGP has been completed to the maximum extent possible. This includes removal of BMPs that are no longer needed and the site has undergone all Stabilization identified for meeting the requirements of Final Stabilization in the CSWGP.
3. An Equitable Adjustment change order for the cost of Work that has not been completed by the Contractor.
4. Submittal of the Washington State Department of Ecology Transfer of Coverage form (Ecology form ECY 020-87a) to the Engineer.

If the Engineer approves the Transfer of Coverage back to the City the requirement in 1-07.5(3) for the Contractor's submittal of the Notice of Termination form to Ecology will not apply.

8-01.4 Measurement

Delete all paragraphs in 8-01.4 and substitute the following:

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

8-01.5 Payment

Delete all paragraphs in 8-01.5 and substitute the following:

Payment for bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

8-02 ROADSIDE RESTORATION

8-02.1 Description

Supplement 8-02.1 by adding the following:

All plant materials required by the Contract Documents shall be Plant Selection Including Plant Establishment (PSIPE) per the Standard Specifications.

8-02.2 Materials

Supplement 8-02.2 by adding the following to the list of materials:

Soils	9-14.1	Special Provisions
Seed	9-14.3	Special Provisions
Bark or Wood Chip Mulch	9-14.5(3)	Special Provisions
Compost	9-14.5(8)	Special Provisions

8-02.3 Construction Requirements

8-02.3(1) Responsibility During Construction

Supplement 8-02.3(1) by adding the following:

No dumping or stockpiling of topsoil, compost or bark mulch on roadway surfaces will be allowed.

8-02.3(2) Work Plans

8-02.3(2)A Roadside Work Plan

Supplement 8-02.3(2)A by adding the following:

Submit to the City a Roadside Work Plan meeting the requirements of the Standard Specifications a minimum of 30 calendar days prior to commencing the installation of topsoil, compost, seeding, bark mulch or landscape materials.

8-02.3(4) Topsoil

Revise the first paragraph of 8-02.3(4) to read as follows:

Spread topsoil evenly over the specified areas to the depth shown in the Plans or as otherwise ordered by the Engineer. Prior to spreading topsoil cultivate existing soil to a depth of six inches or as specified in the Special Provisions or Plans. After spreading topsoil rake up, remove, and dispose of all large clods, hard lumps, and rocks 1 inch in diameter and larger.

Delete section 8-02.3(4)A in its entirety and substitute the following:

8-02.3(4)A Topsoil Type A – Imported

Provide Topsoil Type A – Imported in accordance with the 9-14.1(2) of the Special Provisions.

Delete section 8-02.3(4)C in its entirety and substitute the following:

8-02.3(4)C General Turf Area Soil

Provide General Turf Area Topsoil in accordance with the 9-14.1(3) of the Special Provisions.

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

Supplement 8-02.3(5)C by adding the following:

When Post Construction Soil Quality and Depth is called for in the plans or Special Provisions all new and restored lawn and landscaping areas shall be prepared in accordance with City Standard Drawings 202 and 203. Select the preferred preparation option for each area. Different options may be selected for different parts of the project. Notify the Engineer in advance of the selected method for achieving Post-Construction Soil Quality and Depth prior to beginning clearing and grading. These requirements shall be in addition to the requirements in the remainder of Section 8-02.3. Where conflicts exist the more stringent requirement shall apply unless otherwise determined by the Engineer.

8-02.3(5)C Planting Area Preparation

Supplement 8-02.3(5)C by adding the following:

Amend soil in planting areas with four inches of Compost tilled six inches into the native soil. Lightly compact soil and establish a smooth and uniform finished grade that protects against obstruction to surface drainage.

8-02.3(8) Planting

Supplement 8-02.3(8) by adding the following:

Install plants at the same depth grown in nursery; top of rootball should be level with ground line. Scarify sides of planting pit in order to allow for root penetration, and recompact the subgrade at the bottom of the planting pit to prevent settling. Pull bark mulch back from the base of plants.

8-02.3(9) Seeding, Fertilizing, and Mulching

Supplement 8-02.3(9) by adding the following:

Cultivate trench restoration in turf areas to 4-inch depth to provide firm yet friable seedbed. Provide topsoil if needed. Cultivate seeding restoration areas no sooner than one week prior to seeding.

All areas to be seeded, including excavated slopes shall be compacted and prepared unless otherwise specified or ordered by the Engineer. A cleated roller, crawler tractor, or similar equipment that forms longitudinal depressions at least 2 inches deep shall be used for compaction and preparation of the surface to be seeded.

Prior to seeding, the finished grade of the soil shall be 1 inch below the top of all curbs, junction and valve boxes, walks, driveways, and other Structures. The soil shall be in a weed free and bare condition.

All bags of seed shall be brought to the site in sealed bags and shall have seed labels attached showing the seed meets the Specifications. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted.

Provide a smooth, consistent, friable surface acceptable for all areas being seeded by raking or similar treatment acceptable for seeding as determined by the Engineer.

Provide all areas being seeded free of all visible clods, rocks and debris measuring one-inch or larger in any dimension.

8-02.3(9)B Seeding and Fertilizing

Supplement 8-02.3(9)B by adding the following:

Use hydroseeding application method where feasible, uniformly apply a slurry of seed, fertilizer, mulch, and water over all disturbed areas unless shown otherwise on the Plans.

Use Seed Mix #1, as specified in 9-14.3 of these Special Provisions in restoring areas not having established lawns. Use Seed Mix #2 or #3, as specified in 9-14.3 of these Special Provisions, for restoring areas with established lawns.

Apply permanent seed mixture #1 and #2 uniformly over the areas being restored at a rate of 4-pounds per 1,000 square feet.

Apply permanent seed mixture #3 uniformly over the areas being restored at a rate of 7-pounds per 1,000 square feet.

Apply temporary seed mixture uniformly over the areas being restored at a rate of 2-pounds per 1,000 square feet.

Apply starter fertilizer in accordance with Section 9-14.4 at a rate of 8 pounds per 1,000 square feet. For hydroseeding application, incorporate the fertilizer into the seed, mulch and water slurry and apply in accordance with these Special Provisions.

8-02.3(10) Lawn Installation

8-02.3(10)B Lawn Seeding and Sodding

Delete 8-02.3(10)B and substitute the following:

8-02.3(10)B Lawn Installation –Sod or Seed (******)

Install sod in irrigated areas only after the irrigation system is fully operational.

Provide seed mix and in accordance with the Section 9-14.2. Apply at the rates specified in 8-01.3(2)B.

Unless the Engineer approves otherwise, install seed or sod between March 1 through May 15 and September 1 through October 1.

Contractor has option of sodding in lieu of seeding lawn installations at no additional expense. City will NOT allow seeding in lieu of sodding.

Place sod strips within 48-hours of being cut. Place strips without voids and stagger the end joints. Roll sod with a smooth roller following placement to ensure good contact with the soil.

During the establishment period, erect barriers, with warning signs where necessary, to preclude pedestrian traffic over the newly placed sod or seed.

Prepare areas for sod in accordance with standard horticultural practices as follows:

1. Rototill, or otherwise cultivate, to a minimum depth of 4-inches into the ground surface. Thoroughly incorporate a 10-2-10 fertilizer in the rototilling process at a rate of 4 pounds of available Nitrogen per 1000 square feet.
2. Rake the surface to even grade without low spots to trap water and round surface to match surroundings.
3. Add topsoil as required by the design.
4. Lightly dampen and compact the finished grade.
5. Install sod taking care to butt each piece tightly against the adjacent one. Stagger butt joints. Lay sod on sloped areas with the long dimension parallel to the toe or top of slope. After placing, roll the sod and sprinkle heavily with water.
6. Provide tools specially designed for the work and satisfactory to the Engineer.
7. Water and fertilize the sod during the 90 days establishment period. Schedule watering to prevent joints from drying between sod strips. Apply 6-2-4 fertilizer at 6 week intervals at the rate of 1 to 1-1/2 pounds of available Nitrogen per 1,000 square feet per application.

Prepare areas for seeding in accordance with 8-01.3(2)A1. Seed areas in accordance with 8-01.3(2)B.

Where Shown that sod is to be replaced, the work shall consist of the removal and replacement of existing lawn turf by cutting the sod to be removed into convenient sized squares or strips to uniform thickness, piling and storing in a dampened condition, and finally replacing the sod in its original position. This work will be performed where the special provisions provide for such work.

The Contractor may at his option use sod brought in from an outside source in lieu of replacing existing sod. If the Contractor elects to use sod from an outside source, the Engineer shall approve the supply source.

The sod shall be removed to a uniform depth of approximately 2-inches with an approved type of sod cutter. This operation shall be performed in such a manner as to ensure uniform thickness of sod throughout the operation.

Where sod is to be replaced with new sod, provide new sod in accordance with 9-14.6(8) of these Special Provisions and the Standard Specifications.

Guarantee sod to survive in a healthy condition through the 90 day establishment period. The establishment period shall begin on the date the Engineer accepts the sod placement. Remove and replace, at Contractor's expense, sod that in the opinion of the Engineer is not in a healthy growing condition at the end of the establishment period. Provide replacement sod that is of the same mixture and grade as the surviving sod.

8-02.3(10)C Lawn Establishment

Revise the second paragraph to read as follows:

The lawn establishment period begins immediately after Engineer accepts the lawn planting and ends when greater than 90% of the restored area is covered with new turf growth at least 2-inches tall.

8-02.3(11) Mulching

Supplement 8-02.3(11) by adding the following:

Apply wood cellulose fiber at the rate of 60 pounds per 1,000 square feet.

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

Supplement 8-02.3(11)B by adding the following:

Place bark mulch over all planting areas to the depth shown on the Plans. Thoroughly water and hose down plants with a fine spray to wash the leaves of the plants immediately after application.

8-02.3(13) Plant Establishment

Supplement 8-02.3(13) by adding the following:

Plant establishment consists of insuring resumption and continued growth of all planted material including seeding for a period of one year. This includes, but is not limited to, labor and materials necessary for removal and replacement of any rejected plant material planted under this Contract. The Contractor shall be responsible for watering all seeded areas and planting areas sufficiently to establish and maintain a thriving condition throughout the duration of the plant establishment period.

Supplement 8-02.3 by adding the following:

8-02.3(17) Landscape Restoration

Restore all disturbed areas to original condition or better. The Contractor is specifically reminded that unnecessary damage caused beyond the limits of clearing or construction shall be repaired in like or better condition at the Contractor's sole expense.

Restore grass areas with hydroseed where directed. Provide grass seed in accordance with these Special Provisions. Grass seed and hydroseeding will be incidental to the lump sum price for Landscape Restoration.

Provide Topsoil Type A – Import or General Turf Area Soil as the case may be in accordance with these Special Provisions incidental to the lump sum price for Landscape Restoration.

Provide Bark Mulch in accordance with these Special Provisions incidental to the lump sum price for Landscape Restoration.

8-02.4 Measurement

Delete all paragraphs in 8-02.4 and substitute the following:

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

8-02.5 Payment

Delete all paragraphs in 8-02.5 and substitute the following:

Payment for Bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

8-04 CURBS, GUTTERS, AND SPILLWAYS

8-04.1 Description

Revise the first paragraph in 8-04.1 to read as follows:

This work shall consist of construction of cement concrete curbs, curbs and gutters, gutters, and HMA asphalt Curbs in accordance with 8-04 of the Standard Specifications and as modified in these Special Provisions conforming to the Plans and COE Standard Drawings.

8-04.2 Materials

Supplement 8-04.2 by adding the following:

Liquid Membrane-Forming Concrete Curing Compounds	9-23.2 Special Provisions
Chemical Admixtures for Concrete	9-23.6 Special Provisions

8-04.3 Construction Requirements

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

Supplement 8-04.3(1) by adding the following:

Provide steel forms on tangent sections and wooden forms for curved sections and radii.

Provide 1/2–inch premolded filler in lieu of 3/8-inch premolded filler for through-expansion Provide through expansion joint at maximum 30-foot intervals.

Provide through expansion joint at each end of driveway.

Compact the subbase for curb and gutter sections to 95-percent maximum density at optimum moisture content before placing the curb and gutter.

The top surface of the finished concrete shall not deviate more than 1/8-inch as measured using a 10-foot straight edge.

The curb alignment shall not vary more than 1/4-inch as measured using a 10-foot straight edge.

Depress the cement concrete curb at locations shown on the Plans, or as directed by the Engineer, for concrete curb ramps and driveways, in accordance with COE Standard Drawings No., , 315, 316, 317, 318, 319, 320, 321 and 322.

Construct cement concrete curbs where shown on the Plans, or as directed by the Engineer, in accordance with COE Standard Drawing Nos. 307 308and 309.

Construct storm drainage frames and grates into cement concrete curb and gutter at locations shown on the Plans in accordance with COE Standard Drawings Nos. 407 and 412.

After finishing, spray cement concrete curb, gutters and spillways using transparent curing compound in accordance with 5-05.3(13)A of the Standard Specifications.

8-04.3(1)A Extruded Cement Concrete Curb

Supplement 8-04.3(1)A by adding the following:

Construct extruded cement concrete curb where shown on the Plans and in accordance with COE Standard Drawing No. 309.

8-04.3(2) Extruded Asphalt Concrete Curbs, and Gutters

Supplement 8-04.3(2) by adding the following:

Construct extruded asphalt concrete curbs" where shown on the Plans, or as directed by the Engineer, in accordance with COE Standard Drawing No. 310.

8-04.4 Measurement

Delete all paragraphs in 8-04.4 and substitute the following:

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

8-04.5 Payment

Delete all paragraphs in 8-04.5 and substitute the following:

Payment for Bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions and Section 1-09 MEASUREMENT AND PAYMENT, of the Standard Specifications.

8-22 PAVEMENT MARKING

8-22.4 Measurement

Delete all paragraphs in 8-22.4 and substitute the following:

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

8-22.5 Payment

Delete all paragraphs in 8-22.5 and substitute the following:

Payment for Bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

END OF DIVISION 8

DIVISION 9 – MATERIALS

9-03 AGGREGATES

9-03.6 Vacant

Delete 9-03.6 and substitute the following:

9-03.6 Aggregates for Asphalt Treated Base (ATB)

9-03.6(1) General Requirements

Aggregates for asphalt treated base shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev.	30% max.
Degradation Factor	15 min.

9-03.6(2) Grading

Aggregates for asphalt treated base shall meet the following requirements for grading:

Sieve Size	Percent Passing
2″	100
1/2″	56–100
No. 4	32–72
No. 10	22–57
No. 40	8–32
No. 200	2.0–9.0

All percentages are by weight.

9-03.6(3) Test Requirements

When the aggregates are combined within the limits set forth in Section 9-03.6(2) and mixed in the laboratory with the designated grade of asphalt, the mixture shall be capable of meeting the following test values:

% of Theoretical Maximum Specific Gravity (GMM) (approximate)	93@100 gyrations
AASHTO T324, WSDOT TM T718 or ASTM D3625 (Acceptable anti-strip evaluation tests)	Pass

The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less than 35.

Supplement Section 9-03 by adding the following:

9-03.22 Sand Backfill for Pipe Zone (******)

For pipe zone bedding and backfill of ductile iron and steel pipe only, provide a clean sand mixture free from organic matter and conforming to the following gradation:

U.S. Standard Sieve Size	Percent Passing By Weight
1/2”	100
#4	65-100
#50	5-30
#200	0-7

All percentages are by weight.

9-06 STRUCTURAL STEEL AND RELATED MATERIALS

9-06.1 Structural Carbon Steel

Supplement 9-06.1 by adding the following:

Steel casing pipe for bored or jacked crossings shall be in accordance with AWWA C200 and have minimum yield strength of 35,000 psi.

9-14 EROSION CONTROL AND ROADSIDE PLANTING

Delete section 9-14.1 in its entirety and substitute the following:

9-14.1 Soils

Provide following soils and soil mixes specified on Drawings or by the Engineer, according to project needs, and subject to the General Testing and Submittal Specifications of Section 9-14.1(1) of these Special Provisions, Topsoil Type A – Imported. Provide a general purpose mix of sandy loam and compost as needed to comply with the minimum organic matter content requirements.

General Turf Area Soil. Provide an imported soil mix for passive-recreation turf areas.

9-14.1(1) General Testing and Submittal Requirements

Submit to the Engineer at least 10 working days prior to any soil placement specified in this Section the following as specified in Section 1-05.3 – SUBMITTALS. Provide test results from samples collected and tested within 90 days of submittal.

Aggregate and Loam Analysis. Provide grain size analysis results of the Mineral Aggregate or sandy loam portion of each soil mix and performed by an accredited laboratory per ASTM C 136.

Compost Analysis. Provide quality analysis results for the compost portion of each soil mix performed per STA standards as specified in Section 9-14.4(8).

Mix Analysis. As a minimum, provide test results from an accredited soil laboratory for the following content values:

Total Nitrogen and Soluble Nitrogen (NO3 + NH3)

a. Phosphorous
b. Potassium
c. pH
d. Organic Matter percent (Loss on Ignition method)
e. Cation Exchange Capacity
f. Calcium
g. Sulfur
h. Magnesium
i. Sodium

j. Iron
k. Boron
l. Weed Seed (for general turf area mixes)

1. Provide fertilizer and amendment and soil application depth recommendations from accredited soils laboratory, soil scientist or agronomist for the specified plant type.
2. Mix samples. Provide two 1-quart samples of each soil mix.
3. Manufacturer. Provide manufacturer's certificate of compliance as specified in Section 1-06.3 – MANUFACTURER'S CERTIFICATE OF COMPLIANCE from the soil mix Supplier and compost Supplier if different from soil mix Supplier. Include names and address on certificate.
4. Laboratory information. Include the following:
    a. Name of laboratory including contact person,
    b. Address,
    c. Phone number of contact,
    d. Email address of contact,
    e. Laboratory and personnel qualifications including current certification date by STA, ASTM, ASSHTO, or approved equal.
5. Acceptance of Soils Prior to Placement. Placement of any soils or soil mixes specified in this Section will NOT be allowed until Engineer has reviewed and confirmed the following:
    a. Soil mix delivery tickets. Provide delivery tickets showing full delivered soil amount matches product type, volume and Manufacturer named in the submittals.
    b. Visual inspection. Engineer will compare delivered product to product submitted to very it matches the submitted sample.

Engineer may inspect any loads of soil on delivery and stop placement if it is determined the delivered sol doesn't appear to match the submittals and require sampling and testing of delivered soil before authorizing soil placement at sole cost to Contractor.

9-14.1(2) Topsoil Type A – Imported

Cedar Grove "3-Way Topsoil," Cedar Grove "Winter Mix" or approved equal.

Provide Topsoil Type A free from materials toxic to plant growth, visible seeds, rhizomes, roots, any Snohomish County listed noxious weeds or invasive root propagating plants, including, and not limited to, horsetail, ivy, clematis, and knotweed. Contractor shall remove and replace soil found to contain these prohibited plant materials.

9-14.1(3) General Turf Area Soil

Provide General Turf Area Soil for general use and passive recreation lawn areas where year-round maintenance and positive drainage are important.

Provide soil consisting of 60 percent sand complying with the particle distribution table in this Section, and 40 percent compost by volume. The resulting mix must contain approximately 4 to 6 percent organic matter by weight tested by the loss on ignitions method and the following:

Nutrient	Test	Unit	Range
Phosphorous	Bray	mg/kg	>20
Potassium	NH4OAc	mg/kg	>175
Boron	DTPA	mg/kg	>0.5
Zinc	DTPA	mg/kg	>5
Manganese	DTPA	mg/kg	>20
Iron	DTPA	mg/kg	>20
Calcium	NH4OAc	mg/kg	>6
Magnesium	NH4OAc	mg/kg	>2
Sodium	NH4OAc	mg/kg	<2
Cation Exchange	CEC	meq/100g	>6
pH			6.5 – 7.5
Nitrogen		lbs/ac	>200

Sand used must meet the following particle distribution.

Sieve Size	Percent Passing
3/8”	100
No. 4	95-100
No. 8	80-95
No. 16	60-90
No. 30	40-70
No. 50	5-25
No. 100	0-10
No 200	0-5

Provide Compost in accordance with Section 9-14.4(8) and certified in compliance with the US Composting Council STA program.

Provide testing and submittals in accordance with Section 9-14.1(1) of these Special Provisions.

Provide General Turf Area Soil free from materials toxic to plant growth, visible seeds, rhizomes, roots, any Snohomish County listed noxious weeds or invasive root propagating plants, including, and not limited to, horsetail, ivy, clematis, and knotweed. Contractor shall remove and replace soil found to contain these prohibited plant materials.

9-14.3 Seed

Supplement 9-14.3 by adding the following:

Provide seed mixtures indicated in following table that are free of noxious weeds, no less than 98-percent pure, and have minimum germination rate of 90-percent.

Seed Mix #1 (Highway Mix)		Seed Mix #2 (Lawn Mix)	
Kind and Variety of Seed in Mixture	Percent by Weight	Kind and Variety of Seed in Mixture	Percent by Weight
Colonial Bentgrass (Highlands or Astoria)	10	Red Creeping Fescue	45
Red Fescue (Illahee, Rainier or Pennlawn)	40	Chewings Fescue	30

Perennial Rye	40	Kentucky Bluegrass	15
White Dutch Clover	10	Highland Colonial Bentgrass	10

Seed Mix #3
(City Mix)

Kind and Variety of Seed in Mixture	Percent by Weight
Perennial Rye (Derby Extreme)	20
Red Fescue (Cindy Lou Creeping)	30
Perennial Rye (Frontier)	50

9-14.4 Fertilizer

Supplement this section by adding the following:

Provide 12-25-10 starter fertilizer.

9-14.5 Mulch and Amendments

9-14.5(8) Compost

Supplement 9-14.5(8) by adding the following:

Procure compost manufactured by facilities that have an active solid waste handling permit from the local jurisdictional Health Department as per WAC 173-350-220 or WAC 173-308.

9-14.5(8)B Compost Acceptance

Supplement 9-14.5(8)A by adding the following:

Provide one gallon sample size.

9-14.7 Plant Materials

9-14.7(8) Sod

Supplement 9-14.7(8) by adding the following:

Furnish sod in accordance with state and federal laws, including quarantines, with respect to inspection, plant diseases and insect infestation. Furnish sod having a certificate of origin or certification of approved treatment, or both, when shipment originates in known infected areas. Provide a “State of Washington Nursery Inspection” sticker issued by the Washington State Department of Agriculture, Division of Plant Industries for sod shipments.

Furnish sod possessing the following characteristics:

1. Dense root system with adequate strength for handling.
2. Uniform color.
3. A minimum amount of thatch.

9-23 CONCRETE CURING MATERIALS AND ADMIXTURES

9-23.2 Liquid Membrane-Forming Concrete Curing Compounds

Supplement 9-23.2 by adding the following:

Provide transparent curing compound, Sealtight 1100, as manufactured by W.R. Meadows, Benicia-CA, or City approved equal.

9-23.6 Chemical Admixtures for Concrete

Supplement 9-23.6 by adding the following:

9-23.6(10) Integral Coloring Agent (******)

Provide integral coloring agent “Silver Smoke” as manufactured by Davis Colors, “Dover Grey” as manufactured by Solomon Colors, or City approved equal.

9-30 WATER DISTRIBUTION MATERIALS

9-30.1 Pipe

9-30.1(1) Ductile Iron Pipe

Revise 9-30.1 to read as follows:

1. Provide ductile iron pipe Special Class 52 meeting the requirements of AWWA C151 with a cement mortar interior lining and a 1-mil thick exterior seal coat meeting the requirements of AWWA C104.
2. Provide rubber gasket type, push on type, or mechanical type non-restrained joints meeting the requirements of AWWA C111.
3. Provide flanged joints meeting the requirements of AWWA C115.
4. Restrained joints for buried pipe shall be as specified in Section 9-30.2(6).

9-30.1(3) Vacant

Replace 9-30.1(3) with the following:

9-30.1(3) Pre-insulated Ductile Iron Pipe in Steel Casing

Pre-insulated ductile iron pipe in steel casing shall be a shop fabricated carrier-inside-casing with annular void between filled with polyurethane foam, as manufacture by Duc-Tite, Thermacor, or approved Equal, meeting the following requirements:

9-30.1(3)A Ductile Iron Pipe (Carrier Pipe)

Ductile Iron Pipe shall be Special Class 52, “TR Flex®,” “HDSS®,” or “Flex-Ring®” restrained joint pipe meeting requirements of AWWA C151 with a cement mortar interior lining and a 1-mil thick exterior seal coat meeting the requirements of AWWA C104.

9-30.1(3)B Steel Casing Pipe and Sleeves

Steel casing and sleeves shall be minimum 18-gauge galvanized steel in accordance with AASHTO M-111 or M-232 (ASTM A-123 or A-153 respectively).

9-30.1(3)C Polyurethane Foam Insulation

Polyurethane foam material shall be two component urethane meeting the following:

Compressive Strength: Min. 30 psi
Shrinkage: None at 70ºF
Free Rise Density: Min. 2.0 lbs/cubic foot
Aged "K" (70ºF – 72 hrs): Less than 0.180 BTU-in/hr-ft²-ºF
Closed Cell Content: 90%

9-30.1(3)D End Seals

End seals for pre-insulated pipe shall be heat shrink or compression rubber.

9-30.2 Fittings

9-30.2(1) Ductile Iron Pipe

Supplement 9-30.2(6) by adding the following:

Fitting for the water line installed on the existing bridge structure shall be flanged.

9-30.2(6) Restrained Joints

Supplement 9-30.2(6) by adding the following:

For buried, non-earthquake resistant ductile iron pipe provide "MegaLug® Series 1100" mechanical restrained joints as manufactured by EBAA Iron, or City approved equal.

9-30.2(7) Bolted, Sleeve-Type Couplings for Plain End Pipe

Supplement 9-30.2(7) by adding the following:

For up to 12-inch diameter pipe, provide "Romac ALPHA-13.30 Coupling," or City approved equal.

Supplement 9-30.2 by adding the following:

9-30.2(12) Flexible Expansion Joint

Provide FLEX-TEND® Force Balanced Flexible Expansion Joint by EBAA Iron, or City approved equal.

9-30.3 Valves

Revise 9-30.3 to read as follows:

Provide valves with hand wheels or operating nuts as designated. In general, valves buried on the distribution system shall be nonrising stem type, open counterclockwise, and be equipped with two O rings in the stuffing box with a two inch operating nut. Valves within vaults shall be rising stem type, open counterclockwise, and be equipped with two O rings stuffing box with a hand wheel for operation.

9-30.3(1) Gate Valves (3-inches to 16-inches)

Delete 9-30.3(1) and substitute the following:

9-30.3(1) Gate Valves (2-inches to 12-inches)

Provide Waterous Series 2500, or City approved equal, resilient wedge gate valves meeting the requirements of AWWA C509 or AWWA C515.

Provide an affidavit of compliance stating the valve furnished fully complies with AWWA C509 or AWWA C515.

9-30.3(3) Butterfly Valves

Revise the first sentence of the second paragraph of 9-30.3(3) to read as follows:

Valve operators shall be of the travelling nut, self-locking type, sealed, gasketed and permanently lubricated for underground service.

9-30.3(4) Valve Boxes

Supplement 9-30.3(4) by adding the following:

Provide East Jordan 8555 Series, two piece slip type box with 6800 two and one-half inch skirt drop lid or City approved equal.

Plastic valve boxes with a cast iron lid having dimensions conforming to a number 940 valve box, as manufactured by Handley Industries, or City approved equal, are acceptable for valve boxes located in grass, non-paved or paved non-vehicular traffic areas.

9-30.3(5) Valve Marker Posts

Delete first and second paragraphs of 9-30.3(5) and substitute the following:

Post shall be 4-inch diameter, 42-inch tall, fluorescent orange, low density polypropylene portable traffic delineator post with two reflectorized strips.

9-30.3(6) Valve Stem Extension

Revise the first paragraph of 9-30.3(6) to read as follows:

Provide valve stem extension in accordance with COE Standard Drawing No. 504.

9-30.3(7) Combination Air Release/Air Vacuum Valves

Supplement this section by adding the following.

Provide Cla-Val 36 Series or City approved equal.

9-30.3(8) Tapping Sleeve and Valve Assembly

Revise the last sentence of 9-30.3(8) to read as follows:

Provide all stainless steel tapping sleeves, Romac SST, Romac SSTIII, or City approved equal.

9-30.4 Vacant

Replace 9-30.4 with the following:

9-30.4 Insulation Jacket, for Water Pipe

Insulation with jacking shall be PITTWRAP IW50, or approved equal.

END OF DIVISION 9

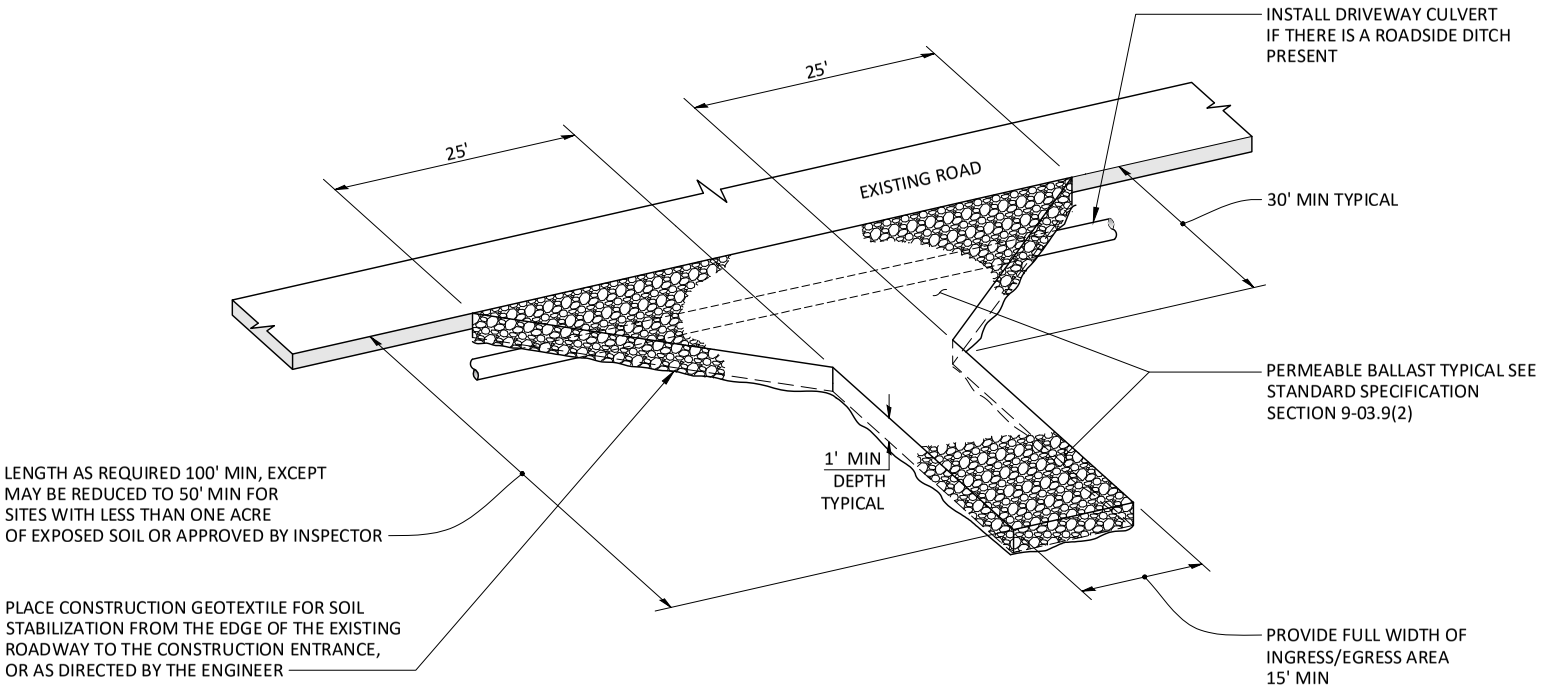
APPENDIX "A"

CITY OF EVERETT STANDARD DRAWINGS

This page intentionally left blank.

NOTES

1. STABILIZED CONSTRUCTION ENTRANCE SHALL MEET THE REQUIREMENTS OF WSDOT STANDARD SPECIFICATION SECTION 8-01.3(7).



ISOMETRIC VIEW
CONSTRUCTION ENTRANCE

WSDOT STD PLAN I-80.10-02 ACCEPTABLE SUBSTITUTE

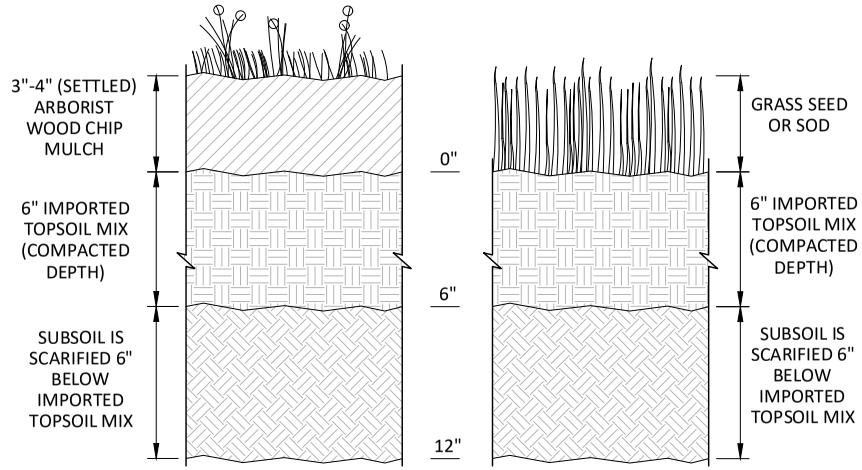
EVERETT WASHINGTON
PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	HEATHER GRIFFIN	PAUL WILHELM	ESH	04/03/2017

TITLE
CONSTRUCTION ACCESS

STANDARD DRAWING No.
201

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD201.DWG
PLOTTED: 11/21/2022 10:39 AM



PLANTING BEDS

1. USE IMPORTED TOPSOIL MIX CONTAINING 10% ORGANIC MATTER (TYPICALLY AROUND 40% COMPOST). SOIL PORTION MUST BE SAND OR SANDY LOAM AS DEFINED BY THE USDA. PLACE 3 INCHES OF IMPORTED TOPSOIL MIX ON SURFACE AND TILL INTO 2 INCHES OF SOIL. PLACE SECOND LIFT OF 3 INCHES TOPSOIL MIX ON SURFACE.
2. RAKE BEDS TO SMOOTH AND REMOVE SURFACE ROCKS LARGER THAN 2 INCHES DIAMETER. MULCH PLANTING BEDS WITH 3"-4" OF ORGANIC MULCH OR STOCKPILED DUFF.

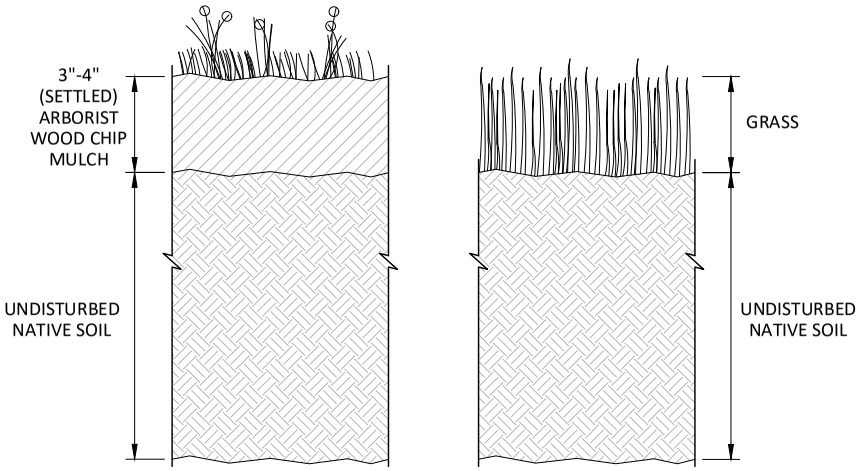
TURF (LAWN) AREAS

1. USE IMPORTED TOPSOIL MIX CONTAINING 5% ORGANIC MATTER (TYPICALLY AROUND 25% COMPOST). SOIL PORTION MUST BE SAND OR SANDY LOAM AS DEFINED BY THE USDA. PLACE 3 INCHES OF IMPORTED TOPSOIL MIX ON SURFACE AND TILL INTO 2 INCHES OF SOIL. PLACE SECOND LIFT OF 3 INCHES TOPSOIL MIX ON SURFACE.
2. WATER OR ROLL TO COMPACT TO 85% OF MAXIMUM DRY DENSITY. RAKE TO LEVEL AND REMOVE SURFACE ROCKS LARGER THAN 1 INCH DIAMETER.

OPTION: IMPORTED TOPSOIL

IMPORT TOPSOIL MIX OF SUFFICIENT ORGANIC CONTENT AND DEPTH TO MEET THE REQUIREMENTS. ALL SOIL AREAS DISTURBED OR COMPACTED DURING CONSTRUCTION AND NOT COVERED BY BUILDINGS OR PAVEMENT, SHALL BE RESTORED AS DESCRIBED BELOW.

1. SCARIFICATION: SCARIFY OR TILL SUBGRADE IN TWO DIRECTION TO 6 INCHES DEPTH. ENTIRE SURFACE SHALL BE DISTURBED BY SCARIFICATION. DO NOT SCARIFY WITHIN DRIP LINE OF EXISTING TREES TO BE RETAINED.
2. SETBACKS: TO PREVENT UNEVEN SETTLING, DO NOT COMPOST-AMEND SOILS WITHIN 3 FEET ON CENTER OF UTILITY INFRASTRUCTURE (POLES, VAULTS, METERS ETC.). WITHIN ONE FOOT OF PAVEMENT EDGE, CURBS AND SIDEWALKS; SOIL SHOULD BE COMPACTED TO APPROXIMATELY 90% MAX. MODIFIED PROCTOR DENSITY (ASTM D1557) TO ENSURE A FIRM SURFACE. DO NOT COMPACT WITHIN TREE PROTECTION ZONE.



PLANTING BEDS

TURF (LAWN) AREAS

OPTION: NO DISTURBANCE

LEAVE NATIVE VEGETATION AND SOIL UNDISTURBED AND PROTECT FROM COMPACTION DURING CONSTRUCTION. IDENTIFY AREAS OF THE SITE THAT WILL NOT BE STRIPPED, LOGGED, GRADED OR DRIVEN ON AND FENCE OFF THOSE AREAS TO PREVENT IMPACTS DURING CONSTRUCTION. IF NEITHER SOILS NOR VEGETATION ARE DISTURBED, THESE AREAS DO NOT REQUIRE AMENDMENT.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	HEATHER GRIFFIN	PAUL WILHELM	BED	01/04/2021

TITLE

POST- CONSTRUCTION SOIL QUALITY AND DEPTH

STANDARD DRAWING No.

202

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD202.DWG
PLOTTED: 11/21/2022 10:39 AM

OPTION: STOCKPILE EXISTING TOPSOIL

STOCKPILE EXISTING TOPSOIL DURING GRADING. STOCKPILE AND COVER SOIL WITH WEED BARRIER MATERIAL THAT SHEDS MOISTURE YET ALLOWS AIR TRANSMISSION, IN APPROVED LOCATION, PRIOR TO GRADING. REPLACE STOCKPILED TOPSOIL PRIOR TO PLANTING. STOCKPILED TOPSOIL SHALL BE TESTED AND AMENDED IF NEEDED TO MEET THE ORGANIC MATTER OR DEPTH REQUIREMENTS EITHER AT PREAPPROVED RATE OR CALCULATED RATE. ALL SOIL AREAS DISTURBED OR COMPACTED DURING CONSTRUCTION, AND NOT COVERED BY BUILDINGS OR PAVEMENT, SHALL BE AMENDED WITH COMPOST AS DESCRIBED BELOW.

1. SCARIFICATION: IF PLACED TOPSOIL PLUS COMPOST OR OTHER ORGANIC MATERIAL WILL AMOUNT TO LESS THAN 12 INCHES, SCARIFY OR TILL SUBGRADE TO DEPTH NEEDED TO ACHIEVE 12 INCHES OF LOOSENED SOIL AFTER TOPSOIL AND AMENDMENT ARE PLACED. ENTIRE SURFACE SHOULD BE DISTURBED BY SCARIFICATION. DO NOT SCARIFY WITHIN DRIP LINE OF EXITING TREES TO BE RETAINED.

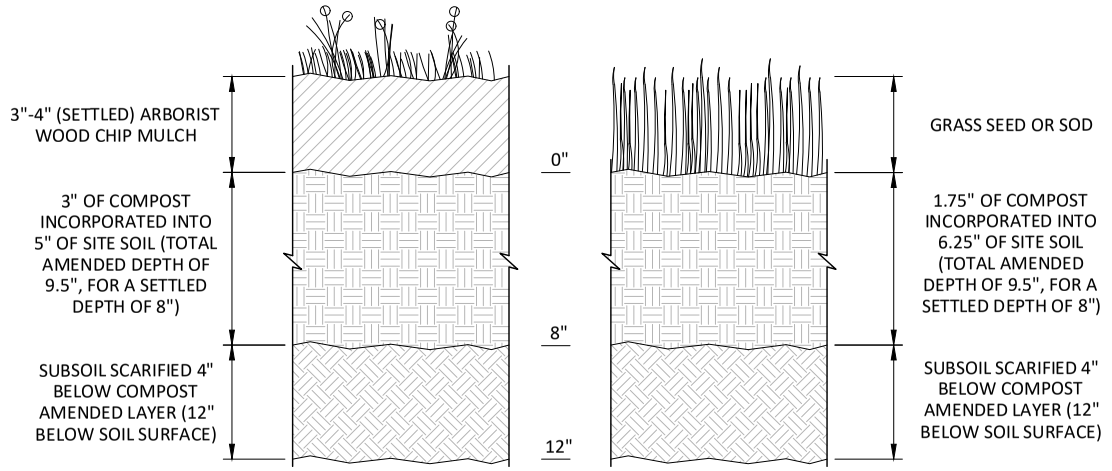
2. SETBACKS: TO PREVENT UNEVEN SETTLING, DO NOT COMPOST-AMEND SOILS WITHIN 3 FEET ON CENTER OF UTILITY INFRASTRUCTURE (POLES, VAULTS, METERS ETC.). WITHIN ONE FOOT OF PAVEMENT EDGE, CURBS AND SIDEWALKS; SOIL SHOULD BE COMPACTED TO APPROXIMATELY 90% MAX. MODIFIED PROCTOR DENSITY (ASTM D1557) TO ENSURE A FIRM SURFACE. DO NOT COMPACT WITHIN TREE PROTECTION ZONE.

OPTION: AMEND EXISTING TOPSOIL

AMEND EXISTING SITE TOPSOIL, OR SUBSOIL, EITHER AT PREAPPROVED RATE OR AT CALCULATED RATE BASED ON TESTS OF THE SOIL AND AMENDMENTS. ALL SOIL AREAS DISTURBED OR COMPACTED DURING CONSTRUCTION AND NOT COVERED BY BUILDINGS OR PAVEMENT, SHALL BE AMENDED WITH COMPOST AS DESCRIBED BELOW.

1. SCARIFICATION: SCARIFY OR TILL SUBGRADE TO 8 INCHES DEPTH (OR TO DEPTH NEEDED TO ACHIEVE A TOTAL DEPTH OF 12 INCHES OF UNCOMPACTED SOIL AFTER CALCULATED AMOUNT OF AMENDMENT IS ADDED). ENTIRE SURFACE SHOULD BE DISTURBED BY SCARIFICATION. DO NOT SCARIFY WITHIN DRIP LINE OF EXISTING TREES TO BE RETAINED OR WHERE SCARIFICATION WOULD DAMAGE TREE ROOTS OR AS DETERMINED BY THE ENGINEER.

2. SETBACKS: TO PREVENT UNEVEN SETTLING, DO NOT COMPOST-AMEND SOILS WITHIN 3 FEET ON CENTER OF UTILITY INFRASTRUCTURE (POLES, VAULTS, METERS ETC.). WITHIN ONE FOOT OF PAVEMENT EDGE, CURBS AND SIDEWALKS; SOIL SHOULD BE COMPACTED TO APPROXIMATELY 90% MAX. MODIFIED PROCTOR DENSITY (ASTM D1557) TO ENSURE A FIRM SURFACE. DO NOT COMPACT WITHIN TREE PROTECTION ZONE.



PLANTING BEDS

1. PREAPPROVED RATE: PLACE 3 INCHES OF COMPOSTED MATERIAL AND ROTOTILL INTO 5 INCHES OF EXISTING SITE SOILS (A TOTAL AMENDED DEPTH OF ABOUT 9.5 INCHES, FOR A SETTLED DEPTH OF 8 INCHES).

2. CALCULATED RATE: PLACE CALCULATED AMOUNT OF COMPOSTED MATERIAL OR APPROVED ORGANIC MATERIAL AND ROTOTILL INTO DEPTH OF SOIL NEEDED TO ACHIEVE 8 INCHES OF SETTLED SOIL AT 10% ORGANIC CONTENT.

3. RAKE BEDS TO SMOOTH AND REMOVE SURFACE ROCKS LARGER THAN 2 INCHES DIAMETER. MULCH PLANTING BEDS WITH 3"-4" OF ORGANIC MULCH OR STOCKPILED DUFF.

TURF (LAWN) AREAS

1. PREAPPROVED RATE: PLACE 1.75 INCHES OF COMPOSTED MATERIAL AND ROTOTILL INTO 6.25 INCHES OF EXISTING SITE SOILS (A TOTAL AMENDED DEPTH OF ABOUT 9.5 INCHES, FOR A SETTLED DEPTH OF 8 INCHES).

2. CALCULATED RATE: PLACE CALCULATED AMOUNT OF COMPOSTED MATERIAL OR APPROVED ORGANIC MATERIAL AND ROTOTILL INTO DEPTH OF SOIL NEEDED TO ACHIEVE 8 INCHES OF SETTLED SOIL AT 5% ORGANIC CONTENT.

3. WATER OR ROLL TO COMPACT TO 85% OF MAXIMUM DRY DENSITY. RAKE TO LEVEL AND REMOVE SURFACE ROCKS LARGER THAN 1 INCH DIAMETER.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	HEATHER GRIFFIN	PAUL WILHELM	BED	01/04/2021

TITLE

POST- CONSTRUCTION SOIL QUALITY AND DEPTH

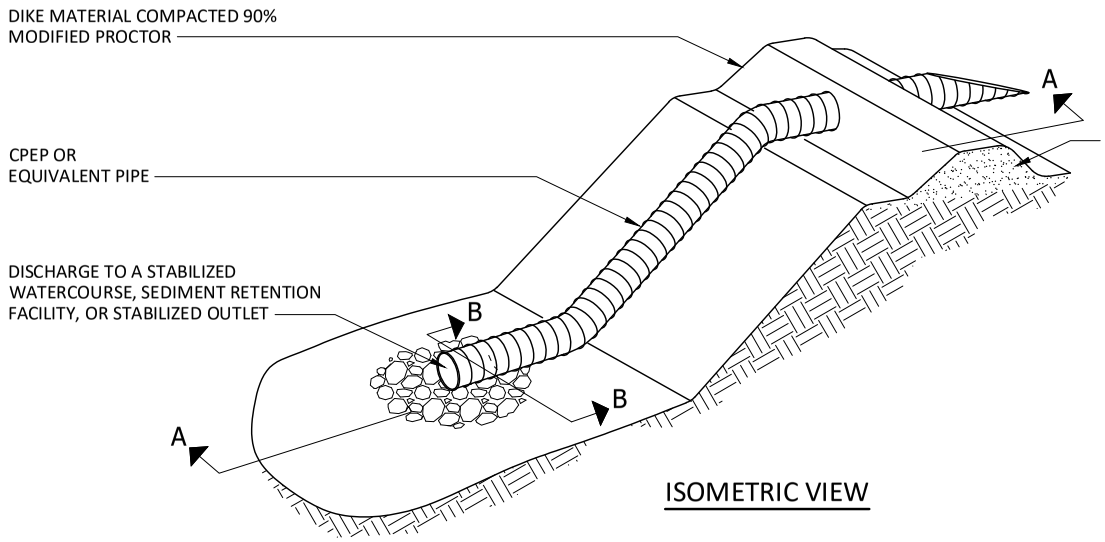
STANDARD DRAWING No.

203

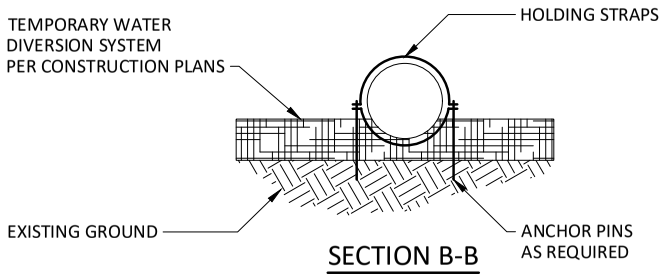
Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD203.DWG
PLOTTED: 11/21/2022 10:39 AM

NOTES

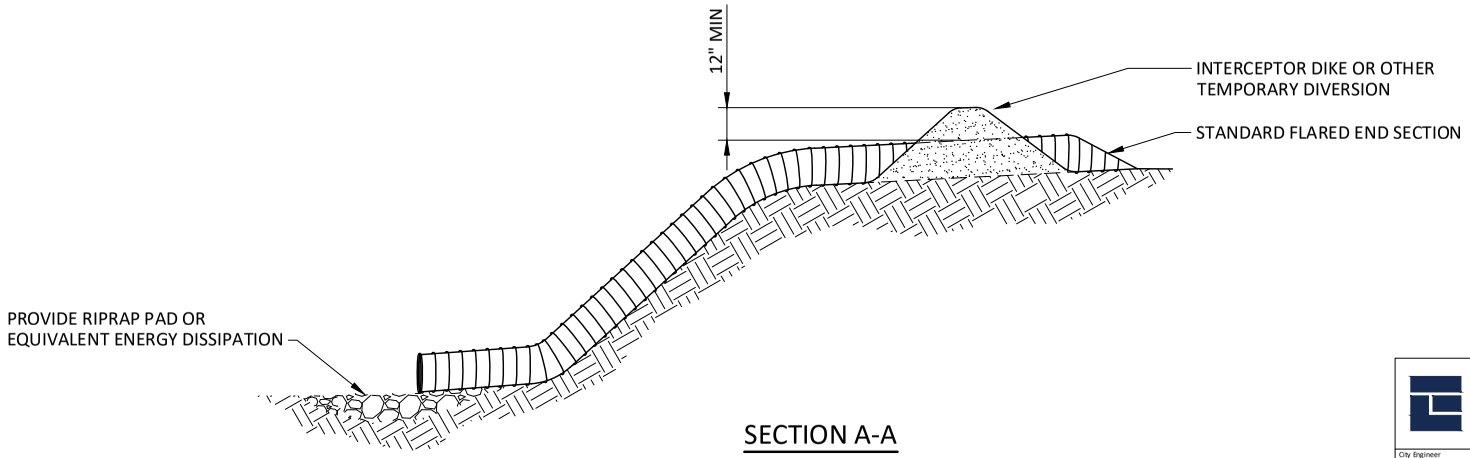
1. INLET AND ALL SECTIONS MUST BE SECURELY FASTENED TOGETHER WITH GASKETED WATERTIGHT FITTINGS.



ISOMETRIC VIEW



SECTION B-B



SECTION A-A

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	HEATHER GRIFFIN	PAUL WILHELM	ESH	12/30/2016

TITLE

TEMPORARY PIPE SLOPE DRAIN

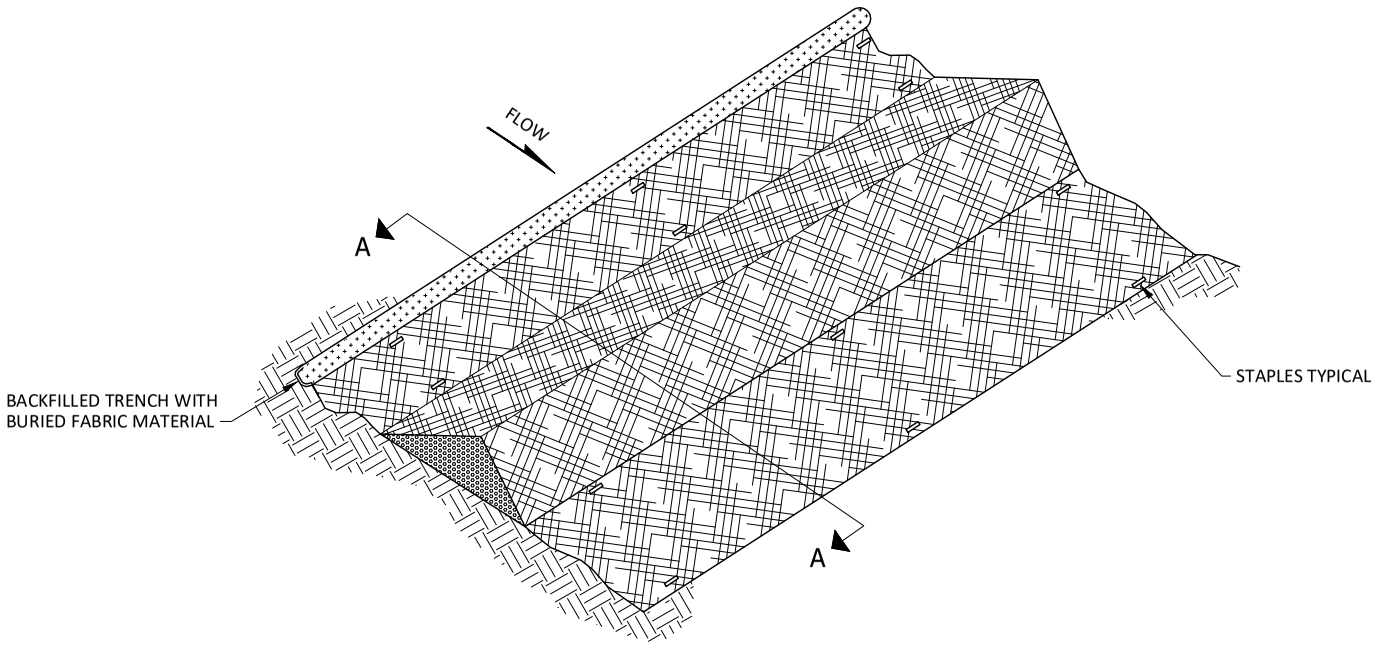
STANDARD DRAWING No.

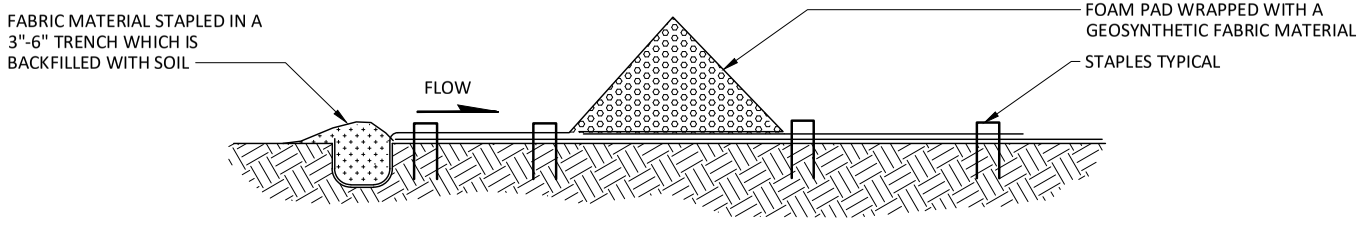
205

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD205.DWG
PLOTTED: 11/21/2022 10:39 AM

NOTES

1. PROVIDE 8 LINEAL FEET PER 1 CFS RUNOFF.





CROSS SECTION A-A

EVERETT WASHINGTON
PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	HEATHER GRIFFIN	PAUL WILHELM	ESH	12/30/2016

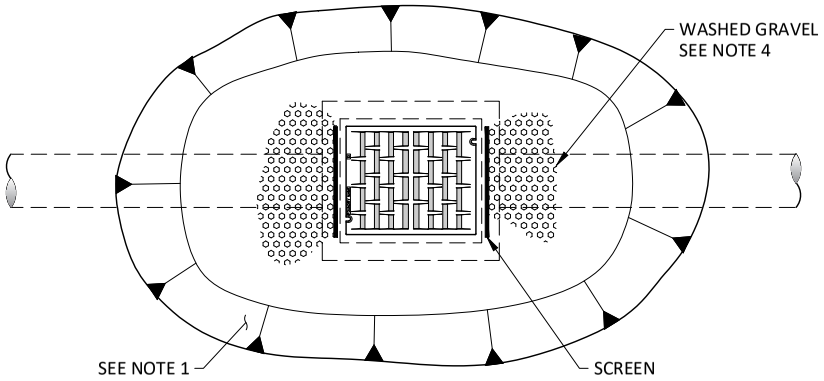
TITLE

TRIANGULAR SEDIMENT FILTER DIKES

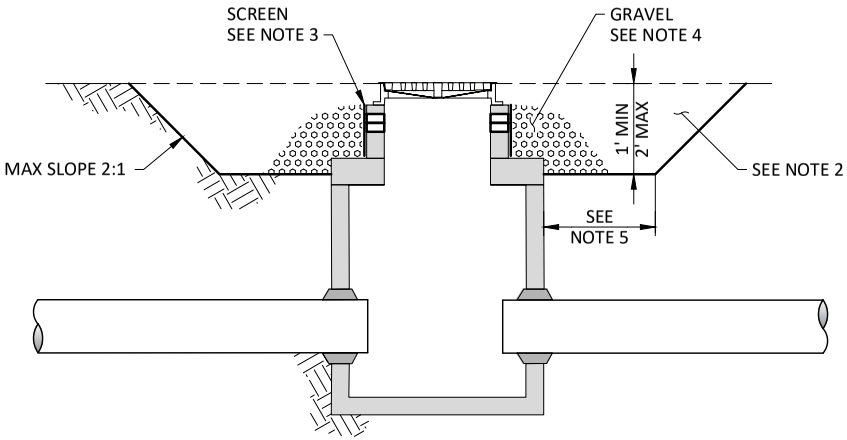
STANDARD DRAWING No.

207

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD207.DWG
PLOTTED: 11/21/2022 10:39 AM



PLAN VIEW



SECTION VIEW

NOTES

1. SHAPE OF SUMP AREA MAY VARY TO FIT DRAINAGE AREA AND TERRAIN. MODIFY AS NECESSARY TO ENSURE SATISFACTORY TRAPPING OF SEDIMENT. HALF-CIRCLE SUMP MAY BE USED WHEN CURB AND GUTTER ARE INSTALLED DURING STREET CONSTRUCTION.
2. CLEAN OUT WHEN SEDIMENT REACHES 6" BELOW GRATE.
3. TEMPORARILY LEAVE OUT BLOCK. COVER OPENING WITH WIRE SCREEN. SIZE SCREEN TO RETAIN GRAVEL.
4. PLACE 3/8" MINUS WASHED GRAVEL IN FRONT OF SCREEN TO FILTER SEDIMENT.
5. SIZE SUMP BASED ON EXPECTED FLOWS DURING CONSTRUCTION.
6. TO PREVENT SEDIMENTATION FROM ENTERING STORM DRAINAGE SYSTEM AT CATCH BASIN/INLETS DURING CONSTRUCTION.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	HEATHER GRIFFIN	PAUL WILHELM	ESH	03/17/2017

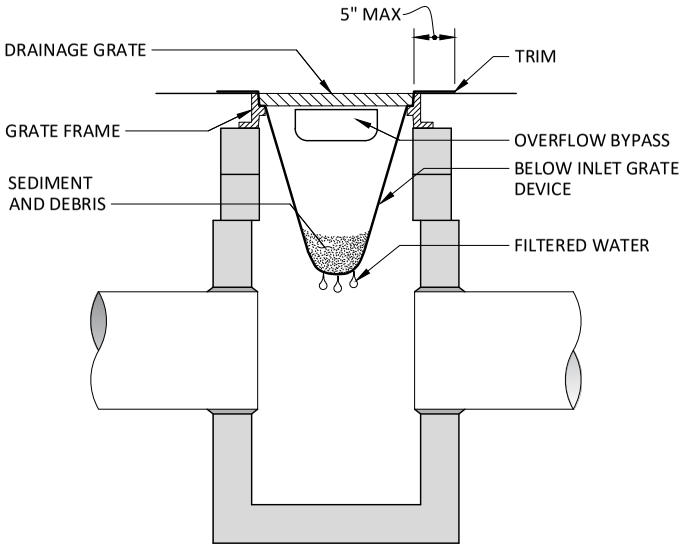
TITLE

EXCAVATED INLET PROTECTION

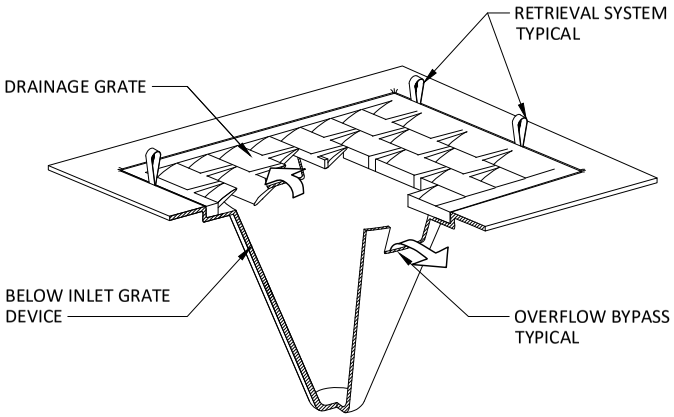
STANDARD DRAWING No.

208

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD208.DWG
PLOTTED: 11/21/2022 10:39 AM



SECTION VIEW



ISOMETRIC VIEW

NOTES

1. CATCH BASIN INSERTS SHALL BE REMOVED AT THE END OF THE PROJECT.
2. CATCH BASIN INSERTS ARE ONLY TO BE INSTALLED IN DRAINAGE DEVICES PER THE MANUFACTURES'S RECOMMENDATIONS. CATCH BASIN INLET INSERTS SHALL BE INSTALLED IN CURB INLETS.
3. CATCH BASIN INSERTS SHALL BE INSTALLED PRIOR TO CLEARING AND GRADING ACTIVITY, OR UPON PLACEMENT OF A NEW CATCH BASIN.
4. SEDIMENT SHALL BE REMOVED FROM THE UNIT WHEN IT BECOMES ONE THIRD FULL OR IN ACCORDANCE WITH THE MANUFACTURES' INSTRUCTIONS.
5. SEDIMENT REMOVAL SHALL BE ACCOMPLISHED BY REMOVING THE INLET INSERTS, EMPTYING, AND RE-INSTALLING IT INTO THE CATCH BASIN. DO NOT WASH SEDIMENT INTO STORM DRAINS WHILE CLEANING.
6. SIZE THE BELOW INLET GRATE DEVICE (BIGD) FOR T STORM WATER STRUCTURE IT WILL SERVICE.
7. THE BIGD SHALL HAVE A BUILT-IN HIGH-FLOW RELI SYSTEM (OVERFLOW BYPASS).
8. THE RETRIEVAL SYSTEM MUST ALLOW REMOVAL O THE BIGD WITHOUT SPILLING THE COLLECTED MATERIAL.
9. PERFORM MAINTENANCE IN ACCORDANCE WITH STANDARD SPECIFICATION 8-01.3(15).

WSDOT STD PLAN I-40.20-00 ACCEPTABLE SUBSTITUTE IF MAINTENANCE MEETS NOTES 1-5

EVERETT WASHINGTON **PUBLIC WORKS DEPARTMENT**

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	HEATHER GRIFFIN	PAUL WILHELM	ESH	12/30/2016

TITLE

STORM DRAIN INLET PROTECTION

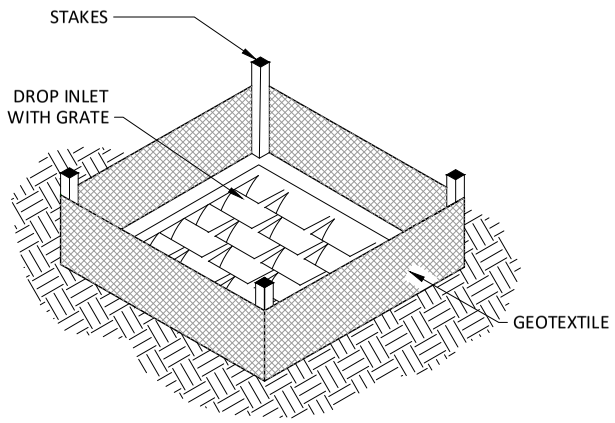
STANDARD DRAWING No.

210

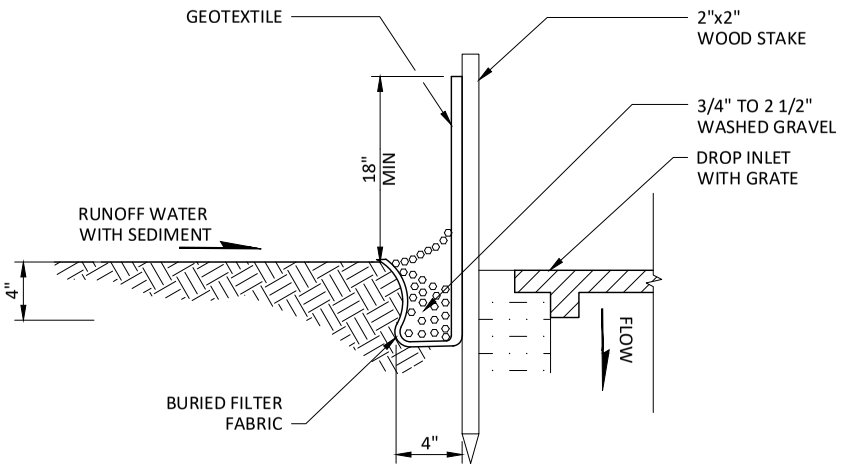
Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD210.DWG
PLOTTED: 11/21/2022 10:39 AM

NOTES

1. ALL FILTER FABRIC SHALL BE GEOTEXTILE FOR TEMPORARY SILT FENCE. SEE WSDOT STANDARD SPECIFICATION 9-33.2(1) TABLE 6.



ISOMETRIC VIEW



SECTION VIEW

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD212.DWG
PLOTTED: 11/21/2022 10:39 AM

EVERETT WASHINGTON
PUBLIC WORKS DEPARTMENT

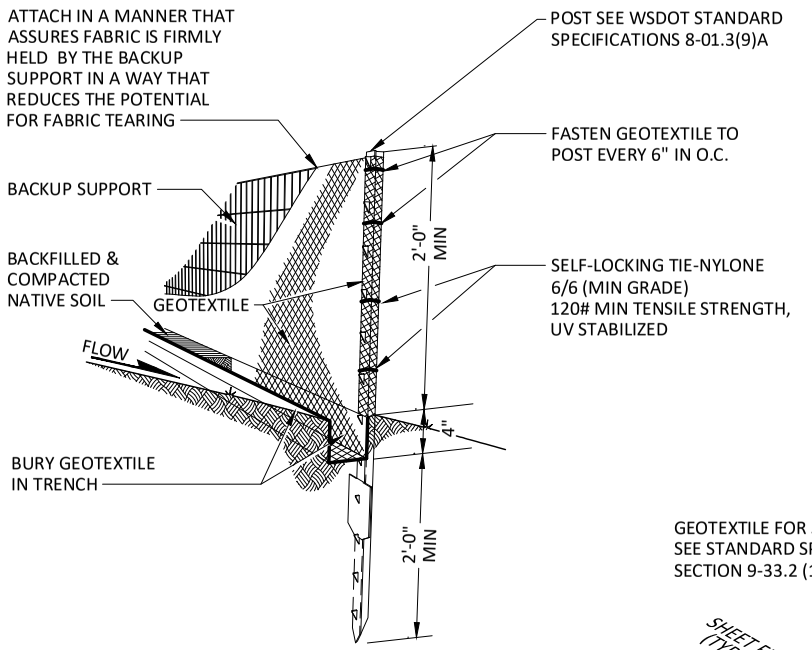
City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	HEATHER GRIFFIN	PAUL WILHELM	ESH	12/30/2016

TITLE

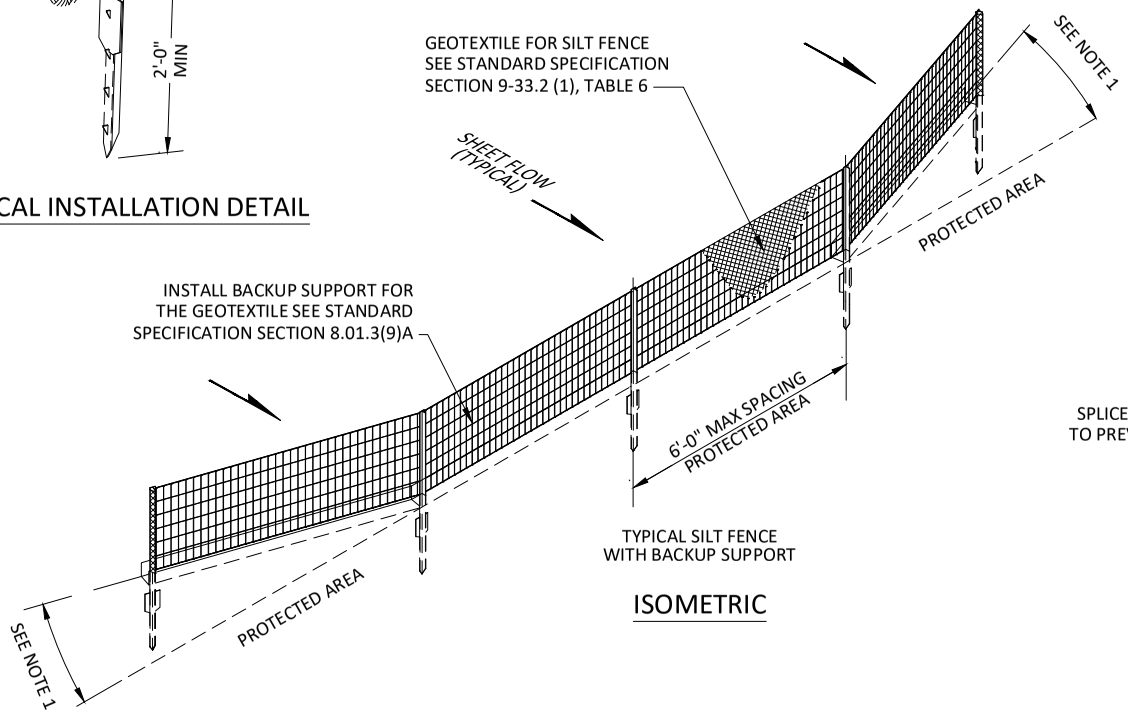
INLET FABRIC FENCE FILTER

STANDARD DRAWING No.

212



TYPICAL INSTALLATION DETAIL

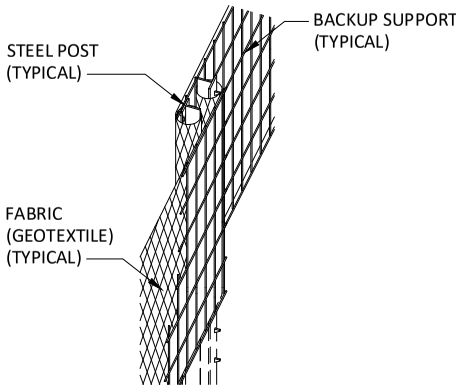


TYPICAL SILT FENCE WITH BACKUP SUPPORT

ISOMETRIC

NOTES

1. INSTALL THE ENDS OF THE SILT FENCE TO POINT SLIGHTLY UPSLOPE TO PREVENT SEDIMENT FROM FLOWING AROUND THE ENDS OF THE FENCE.
2. PERFORM MAINTENANCE IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATIONS 8-01.3(9)A AND 8-01.3(15).
3. SPLICES SHALL NEVER BE PLACED IN LOW SPOTS OR SUMP LOCATIONS. IF SPLICES ARE LOCATED IN LOW OR SUMP AREAS, THE FENCE MAY NEED TO BE REINSTALLED UNLESS OTHERWISE APPROVED.
4. INSTALL SILT FENCING PARALLEL TO MAPPED CONTOUR LINES.
5. DURING EXCAVATION, MINIMIZE DISTURBING THE GROUND AROUND TRENCH AS MUCH AS IS FEASIBLE, AND SMOOTH SURFACE FOLLOWING EXCAVATION TO AVOID CONCENTRATING FLOWS. COMPACTION MUST BE ADEQUATE TO PREVENT UNDERCUTTING FLOWS.



SPLICED FENCE SECTIONS SHALL BE CLOSE ENOUGH TOGETHER TO PREVENT SILT LADEN WATER FROM ESCAPING THROUGH THE FENCE AT THE OVERLAP.

SPLICE DETAIL

WSDOT STD PLAN I-30.10-02 ACCEPTABLE SUBSTITUTE EXCEPT STEEL POST REQUIRED

EVERETT WASHINGTON **PUBLIC WORKS DEPARTMENT**

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	HEATHER GRIFFIN	PAUL WILHELM	ESH	03/17/2017

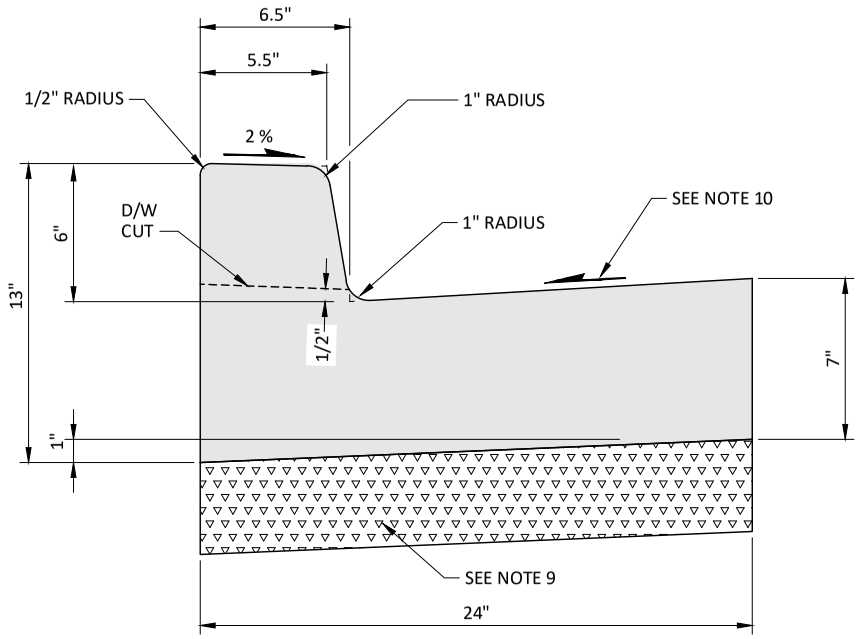
TITLE

TEMPORARY SILT FENCE

STANDARD DRAWING No.

214

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD214.DWG
PLOTTED: 11/21/2022 10:40 AM



TYPICAL SECTION

NOTES

1. FORMS SHALL BE TRUE TO LINE AND GRADE AND SECURELY STAKED.
2. HALF DEPTH, 3/8" x 1-1/2", EXPANSION JOINTS SHALL BE PLACED ON 15-FOOT CENTERS.
3. FULL DEPTH EXPANSION JOINTS SHALL BE PLACED ADJACENT TO CATCH BASINS, INLETS AND AT POINTS OF TANGENCY ON STREETS, ALLEY AND DRIVEWAY RETURNS. MAXIMUM SPACING SHALL BE 30 FEET. PRE-MOLDED JOINT FILLER SHALL BE 3/8" WIDE.
4. ALL JOINTS SHALL BE CLEAN AND EDGED.
5. CONCRETE SHALL BE COMMERCIAL MIX AS CALLED OUT IN WSDOT STANDARD SPECIFICATIONS.
6. STEEL FORMS MUST BE USED ON TANGENT SECTIONS. WOOD FORMS MAY BE USED ON CURVED SECTIONS.
7. FINISH SHALL BE LIGHT BROOM FINISH.
8. THE FINISHED CURB SHALL BE SPRAYED WITH A TRANSPARENT CURING COMPOUND AND COVERED BY WATERPROOF PAPER OR PLASTIC MEMBRANE IN THE EVENT OF RAIN OR OTHER UNSUITABLE WEATHER. CURING TIME SHALL BE A MINIMUM OF 72 HOURS.
9. ALL CURB AND GUTTER SHALL BE PLACED ON A MIN OF 4" OF CRUSHED SURFACING BASE COURSE.
10. MATCH ROADWAY CROSS SLOPE EXCEPT AT ADA RAMPS WHERE THE MAXIMUM SLOPE SHALL BE 2%

EVERETT WASHINGTON **PUBLIC WORKS DEPARTMENT**

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
TOM HOOD	DAN ENRICO	PAUL WILHELM	WRB	05/06/2022

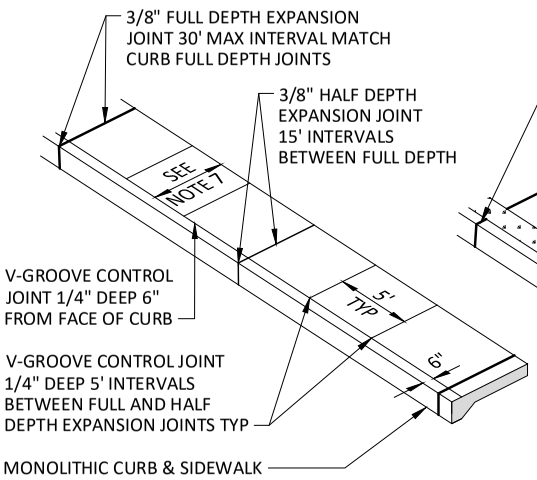
TITLE

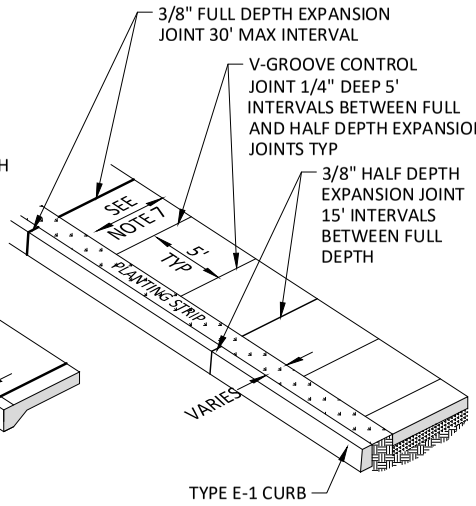
TYPE A-1
CEMENT CONCRETE CURB & GUTTER

STANDARD DRAWING No.

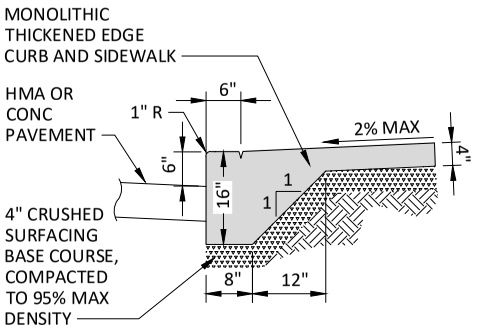
307

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD307.DWG
11/21/2022 10:40 AM

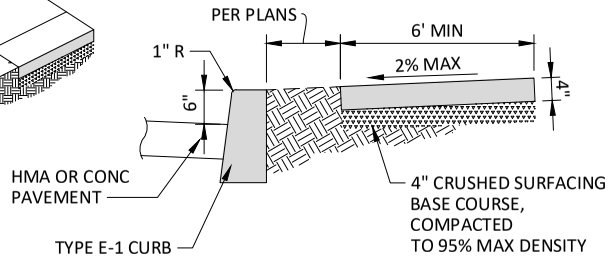




TYPE E-1 CURB & SIDEWALK



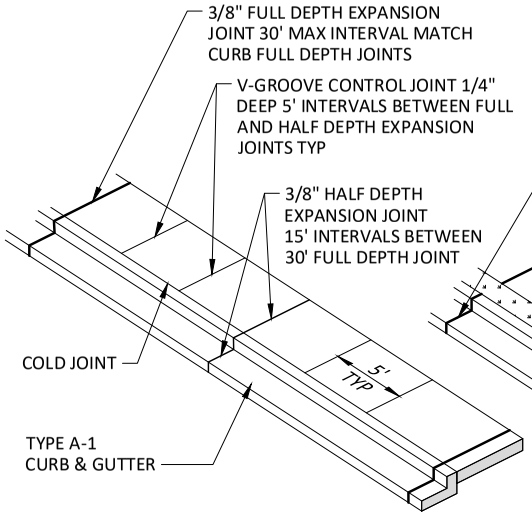
MONOLITHIC CURB & SIDEWALK SECTION

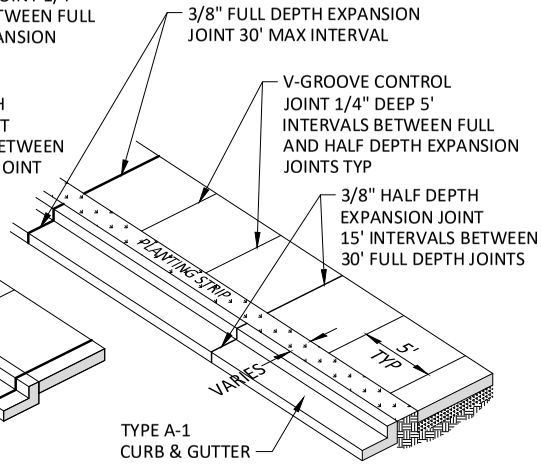


TYPE E-1 CURB, PLANTER STRIP & SIDEWALK SECTION

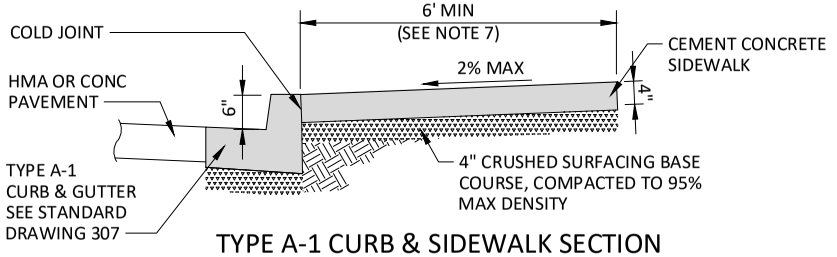
NOTES

1. SIDEWALKS SHALL BE A MINIMUM OF 4" THICK, AND SHALL BE COMMERCIAL MIX CONCRETE PER WSDOT STANDARD SPECS, WITH AIR ENTRAINMENT (MIN 4.5 %, MAX 6.5 %).
2. SIDEWALK FULL DEPTH EXPANSION JOINTS SHALL GENERALLY BE PLACED TO MATCH THOSE IN ADJACENT CURB & GUTTER (WITHOUT PLANTER STRIP). MAXIMUM SPACING OF 30 FEET, FINAL SPACING DETERMINATION SHALL BE DECIDED BY THE INSPECTOR IN THE FIELD.
3. SUBGRADE SHALL BE COMPACTED TO NOT LESS THAN 95% OF MAXIMUM DENSITY.
4. SIDEWALK SHALL BE AT LEAST 6" THICK IN DRIVEWAYS AND BEHIND ROLL-CURB (STANDARD DRAWING 308).
5. THE FINISHED SIDEWALK SHALL BE SPRAYED WITH A TRANSPARENT CURING COMPOUND COVERED BY WATERPROOF PAPER OR PLASTIC SHEETING IN THE EVENT OF RAIN OR OTHER INCLEMENT WEATHER. CURING TIME SHALL BE FOR A MINIMUM OF 72 HOURS.
6. ALL JOINTS SHALL BE CLEANED AND EDGED WITH A EDGER HAVING A 3/8" RADIUS AFTER FINAL BROOM FINISH IS COMPLETED.
7. SIDEWALKS ARE 6' MIN WIDE OR AS APPROVED BY CITY ENGINEER.
8. FOR REPLACEMENT PROJECTS, CURB REVEAL SHALL MATCH EXISTING REVEAL, WHICH MAY BE LESS THA THE STANDARD 6". NEW CURB SHALL MATCH DIMENSIONS AS SHOWN IN STANDARD DRAWINGS 307-309.

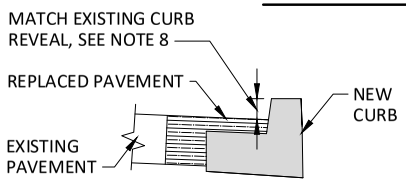




TYPE A-1 CURB & SIDEWALK



TYPE A-1 CURB & SIDEWALK SECTION



REPLACEMENT CURB DETAIL

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
TOM HOOD	TOM HOOD	PAUL WILHELM	WRB	1/10/2022

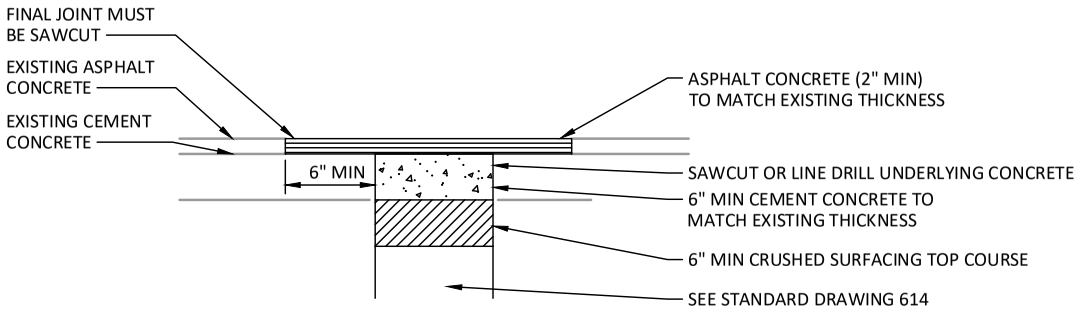
TITLE

CEMENT CONCRETE CURB & SIDEWALK DETAILS

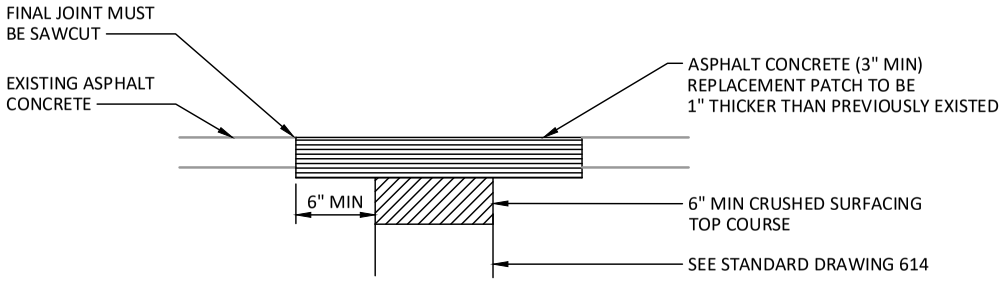
STANDARD DRAWING No.

312

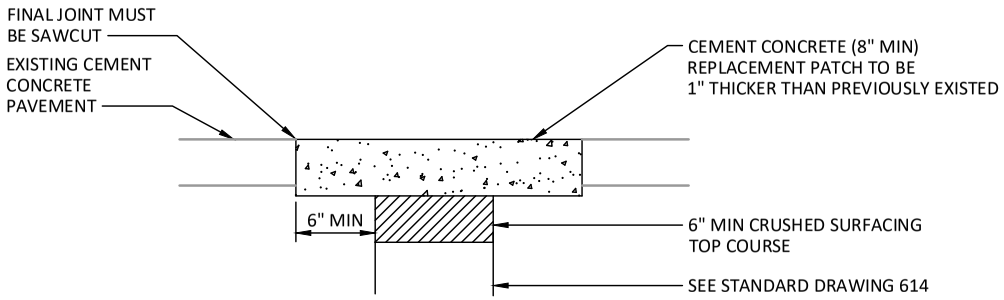
Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD312.DWG



EXISTING ASPHALT CONCRETE OVER CEMENT CONCRETE



EXISTING ASPHALT CONCRETE OVER PREPARED GRADE



EXISTING CEMENT CONCRETE OVER PREPARED GRADE

NOTES

1. ALL TRENCHES IN ROADWAY AREAS SHALL BE BACKFILLED AND PATCHED WITH TEMPORARY ASPHALT AT THE END OF EACH WORK DAY, UNLESS PERMISSION IS GRANTED TO DO OTHERWISE BY THE CITY ENGINEER.
2. ALL TEMPORARY PATCHES ON TRENCHES SHALL BE PERMANENTLY PATCHED WITHIN 2 WEEKS OF COMPLETION OF WORK WITHIN ROADWAY AREA.
3. CEMENT CONCRETE FOR PATCHING SHALL BE COMMERCIAL MIX AS CALLED OUT IN WSDOT STANDARD SPECIFICATIONS.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	TOM HOOD	PAUL WILHELM	WRB	04/26/2017

TITLE

PAVEMENT PATCHING DETAILS

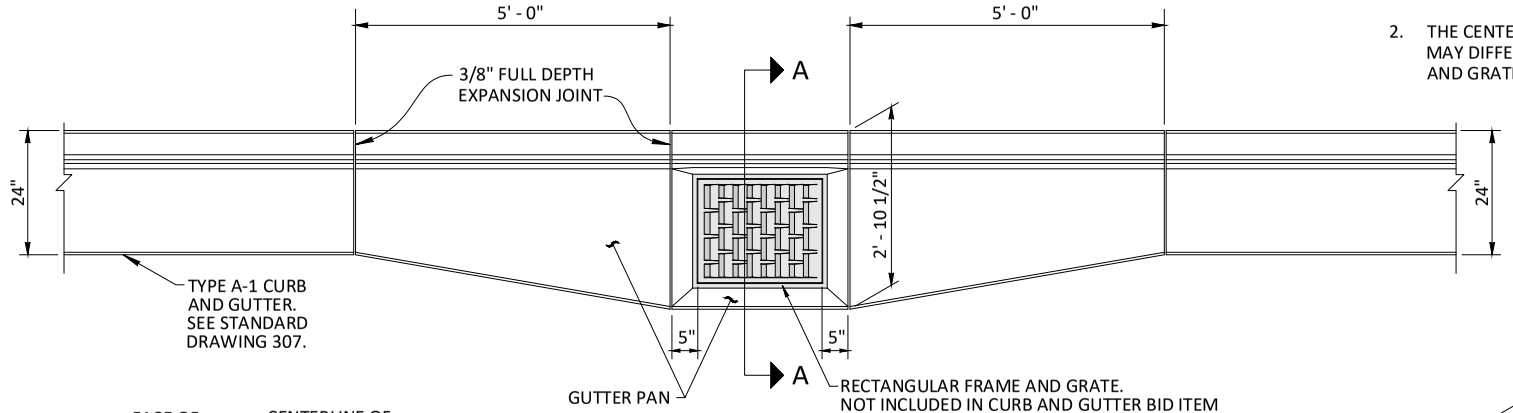
STANDARD DRAWING No.

326

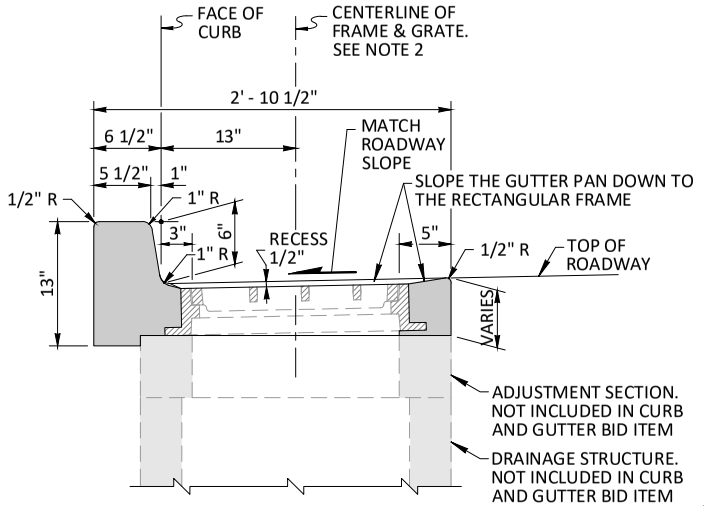
Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD326.DWG
11/21/2022 10:42 AM

NOTES

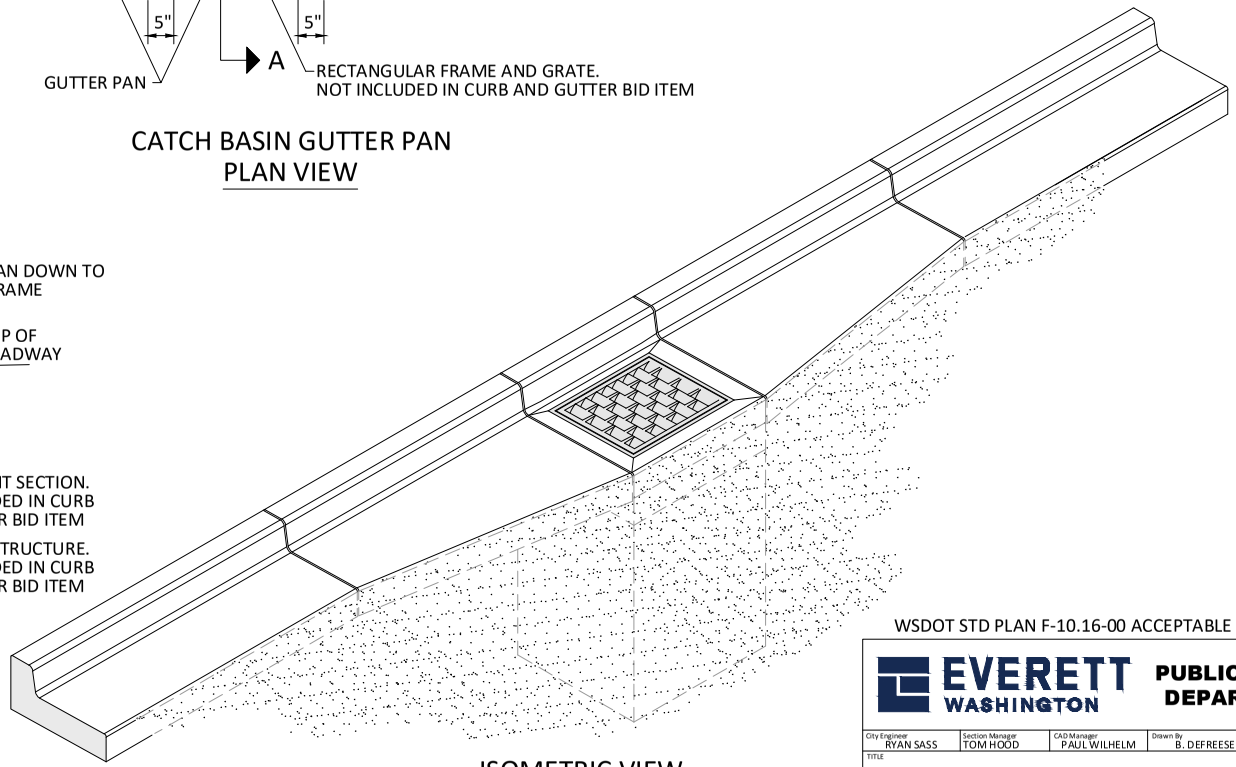
1. THE INTENT OF THIS DESIGN IS TO FACILITATE THE COMPACTION OF HOT MIX ASPHALT PAVEMENT ADJACENT TO A DRAINAGE STRUCTURE.
2. THE CENTERLINE OF THE DRAINAGE STRUCTURE MAY DIFFER FROM THE CENTERLINE OF THE FRAME AND GRATE.



CATCH BASIN GUTTER PAN
PLAN VIEW



SECTION A



ISOMETRIC VIEW

WSDOT STD PLAN F-10.16-00 ACCEPTABLE SUBSTITUTE

EVERETT WASHINGTON
PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	TOM HOOD	PAUL WILHELM	B. DEFREESE	1/3/2019

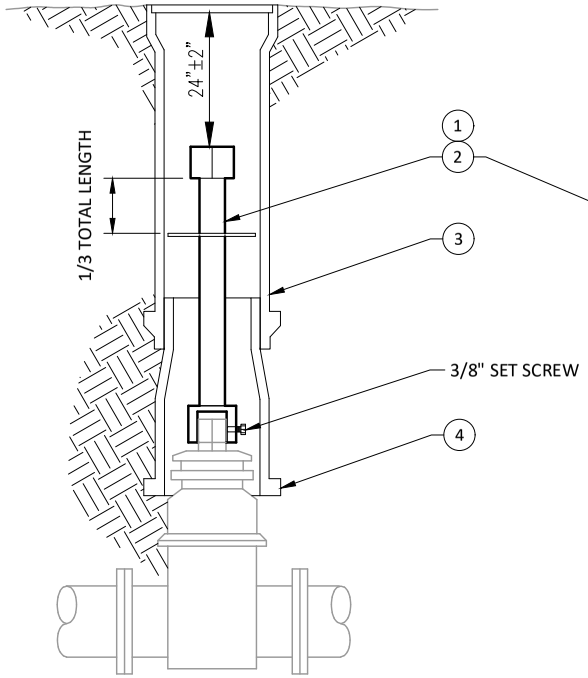
TITLE
CEMENT CONCRETE CURB AND GUTTER PAN

STANDARD DRAWING No.
343

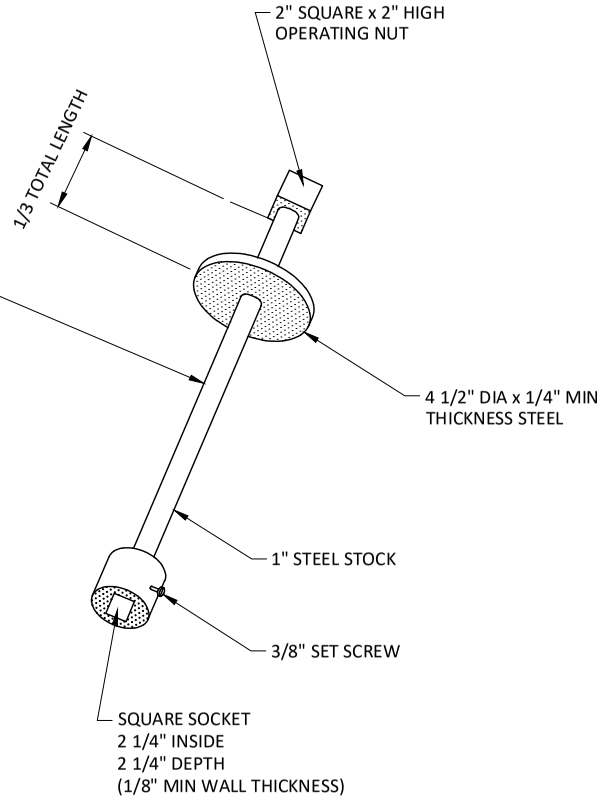
Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD343.DWG
PLOTTED: 11/21/2022 10:44 AM

NOTES

1. VALVE OPERATING NUT EXTENSIONS ARE REQUIRED WHEN THE VALVE NUT IS MORE THAN THREE (3) FEET BELOW FINISHED GRADE. EXTENSIONS ARE TO BE A MINIMUM OF ONE (1) FOOT LONG. ONLY ONE EXTENSION WILL BE ALLOWED PER VALVE.
2. ALL VALVE OPERATING NUT EXTENSIONS ARE TO BE MADE OF STEEL, SIZED AS NOTED, AND PAINTED WITH TWO (2) COATS OF METAL PAINT.
3. VALVE BOXES IN PAVED AREAS SHALL BE CAST IRON, TWO PIECE UNITS, EAST JORDAN 8555 16" TOP, 24" BOTTOM AND EAST JORDAN 6800 HEAVY DUTY LID W/ "WATER" ON LID. IN GRASS, NON-PAVED OR NON-TRAFFIC AREAS USE OF PLASTIC VALVE BOXES, WITH CAST IRON LID AS MANUFACTURED BY HANDLEY INDUSTRIES ARE ACCEPTABLE.
4. USE OF PLASTIC VALVE BOX EXTENSIONS, AS MANUFACTURED BY HANDLEY INDUSTRIES ARE ACCEPTABLE.



VALVE BOX AND EXTENSION



VALVE OPERATING NUT EXTENSION

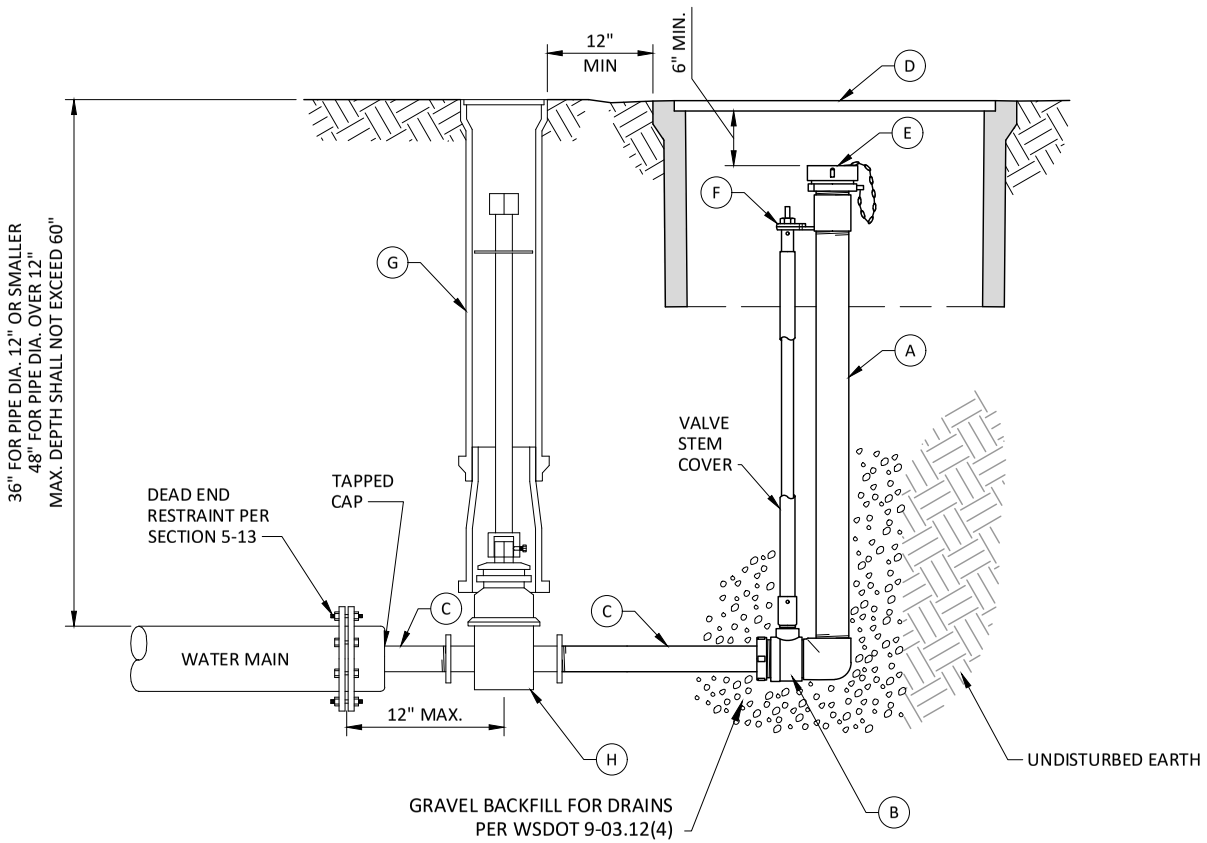
EVERETT WASHINGTON
PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	R. HEFTI	PAUL WILHELM	WRB	12/30/2016

TITLE: VALVE BOX AND EXTENSION

STANDARD DRAWING No.: 505

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD505.DWG
11/21/2022 10:48 AM



PARTS:

A. GIL INDUSTRIES SLIMLINE HYDRANT.
SEE gilindustries.com/slimline.htm

B. 2" GIL INDUSTRIES ISO 9001 CERTIFIED BRONZE BODY BALL VALVE W/ CHROME PLATED BALL AND AUTOMATIC WEEP.

C. 2" BRASS NIPPLE

D. PROVIDE METER BOX BODY MANUFACTURED BY "RAVEN PRODUCTS, MODEL RMD-17-30-12", FLUSH SOLID COVER LID.

E. 2.5" NATIONAL STANDARD THREAD BRASS BUSHING WITH CAP AND CHAIN.

F OPERATING LOCKWING.
LOCK TO BE SUPPLIED BY CITY OF EVERETT UTILITIES DEPARTMENT.

G VALVE BOX AND EXTENSION PER STANDARD DRAWING 505

H HEAVY DUTY 2" GATE VALVE WITH RESILIENT SEAT. GATE VALVES SHALL BE "WATEROUS" SERIES 2500 OR CITY APPROVED EQUAL

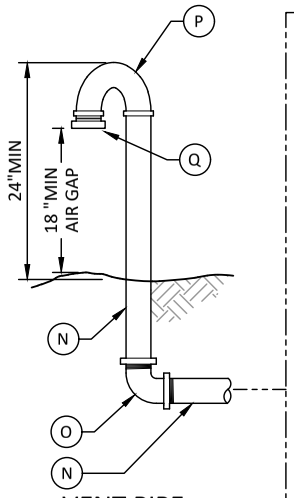
Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD511.DWG
11/21/2022 10:48 AM

EVERETT WASHINGTON
PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	R. HEFTI	PAUL WILHELM	WRB	11/1/2019

TITLE
BLOW-OFF ASSEMBLY

STANDARD DRAWING No.
511



VENT PIPE

(USED ON BOTH OPTIONS)

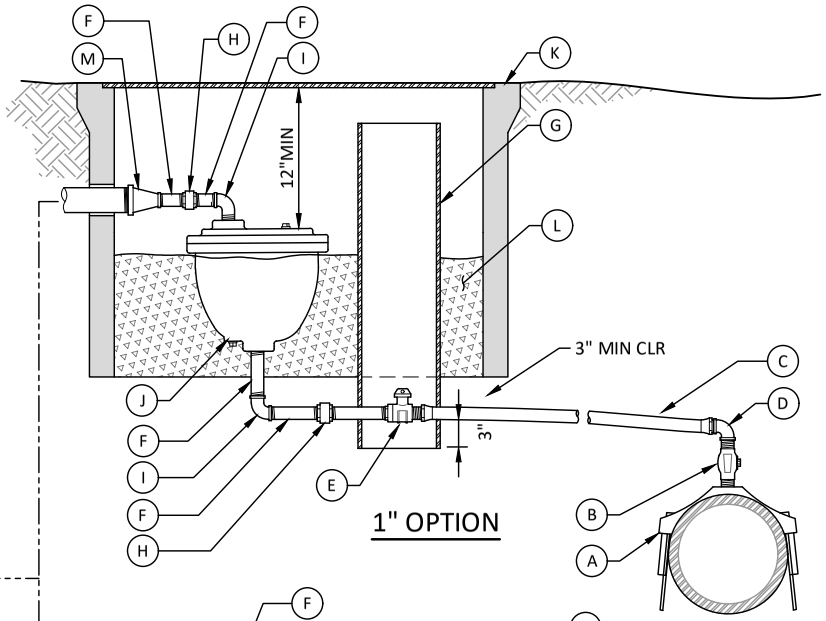
VENT PIPE PARTS

N. 2" GALV PIPE.

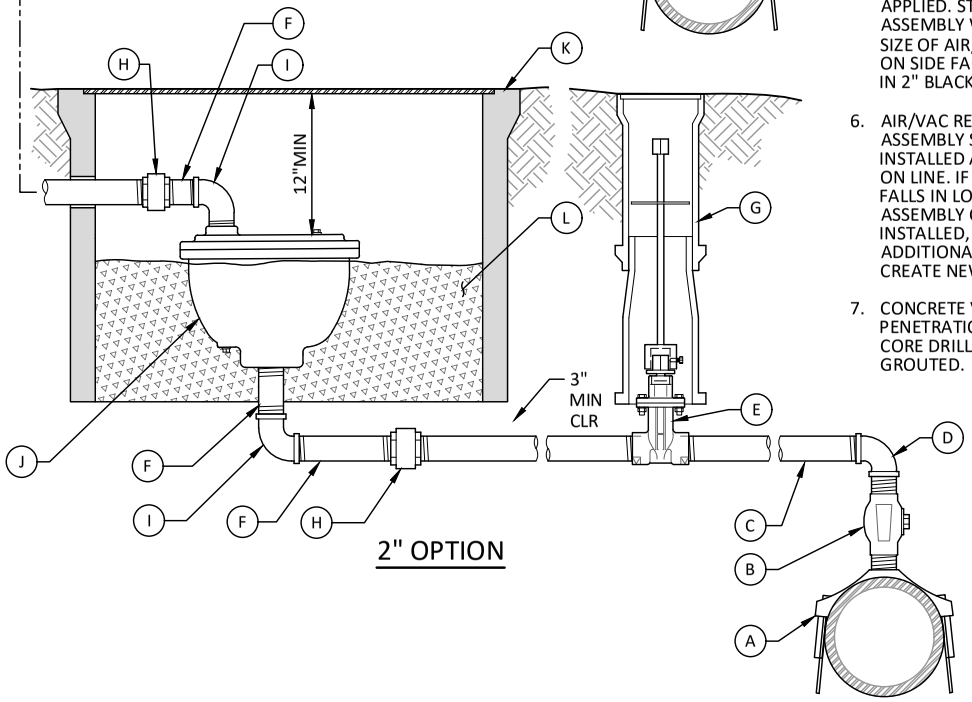
O. 2" GALV 90° ELL (VERT).

P. 2" GALV RETURN BEND.

Q. GALV SCREEN FOR 2" PIPE, MIN 24 MESH.



1" OPTION



2" OPTION

NOTES

1. AIR-VAC UNIT AND BOX TO BE INSTALLED IN NON-TRAFFIC AREA.
2. USE MUELLER DOUBLE STRAP SERVICE CLAMP OR APPROVED EQUAL ON ALL MAINS LESS THAN 8" IN DIAMETER.
3. ALL PIPE FITTINGS BETWEEN MAIN AND UNION, AFTER AIR/VACUUM RELIEF VALVE, SHALL BE BRASS.
4. INSTALLATIONS LARGER THAN 2" SIZE AIR/VACUUM RELIEF VALVES SHALL BE INDIVIDUALLY DESIGNED AND WILL REQUIRE APPROVAL BY THE CITY UTILITIES DEPARTMENT.
5. PAINT METER BOX LID AND RISER ASSEMBLY (2) COATS SAFETY YELLOW, OIL BASE ENAMEL- HAND BRUSH APPLIED. STENCIL RISER ASSEMBLY WITH "AV" AND SIZE OF AIR/VAC ASSEMBLY ON SIDE FACING ROADWAY IN 2" BLACK LETTERS.
6. AIR/VAC RELEASE VALVE ASSEMBLY SHALL BE INSTALLED AT HIGH POINT ON LINE. IF HIGH POINT FALLS IN LOCATION WHERE ASSEMBLY CANNOT BE INSTALLED, PROVIDE ADDITIONAL DEPTH TO CREATE NEW HIGH POINT.
7. CONCRETE VAULT PENETRATIONS SHALL BE CORE DRILLED AND GROUTED.

PARTS FOR 1"

A. PROVIDE ROMAC, FORD OR MUELLER SERVICE SADDLE FOR DUCTILE IRON OR DIPS HDPE MAIN

B. 1" FORD F600 SERIES CORPORATION STOP.

C. 1" TYPE "K" COPPER TUBING.

D. 1" FORD 602-44 ANGLE COUPLING.

E. 1" FORD B21-444 CURB STOP.

F. 1" BRASS NIPPLE.

G. 6" PVC PIPE.

H. 1" BRASS UNION.

I. 1" BRASS 90° ELL.

J. 1" COMBINATION AIR AND VACUUM RELIEF VALVE CLA-VAL 36 SERIES OR EQUAL.

K. PROVIDE METER BOX BODY MANUFACTURED BY "RAVEN PRODUCTS, MODEL RMD-15-27-12", FLUSH SOLID COVER LID.

L. BACKFILL WITH SAWDUST TO BONNET

M. 2"X1" GALV REDUCER.

PARTS FOR 2"

A. PROVIDE ROMAC, FORD OR MUELLER SERVICE SADDLE FOR DUCTILE IRON OR DIPS HDPE MAIN

B. 2" BALL CORP.

C. 2" TYPE "K" COPPER TUBING.

D. 2" 90° ELL.

E. HEAVY DUTY 2" GATE VALVE WITH RESILIENT SEAT. GATE VALVES SHALL BE "WATROUS" SERIES 2500 OR APPROVED EQUAL.

F. 2" BRASS NIPPLE.

G. 2" OPERATING NUT EXTENSION AND VALVE BOX PER STANDARD DRAWING 505

H. 2" BRASS UNION.

I. 2" BRASS 90° ELL.

J. 2" COMBINATION AIR AND VACUUM RELIEF VALVE, CLA-VAL 36 SERIES OR EQUAL.

K. PROVIDE METER BOX BODY MANUFACTURED BY "RAVEN PRODUCTS, MODEL RMD-17-30-12", FLUSH SOLID COVER LID.

L. BACKFILL WITH SAWDUST TO BONNET.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
TOM HOOD	AMIE ROSHAK	PAUL WILHELM	WRB	01/4/2022

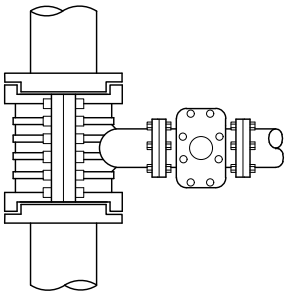
TITLE

1" AND 2" AIR-VACUUM VALVE ASSEMBLY

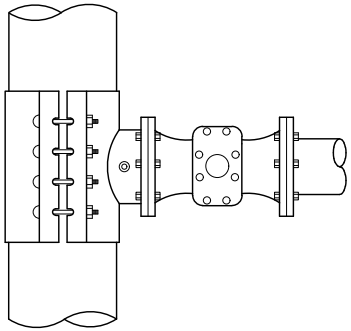
STANDARD DRAWING No.

512

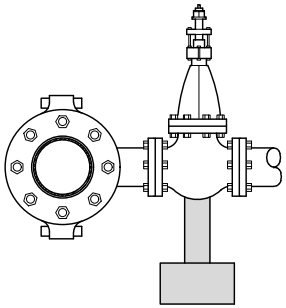
Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD512.DWG
11/21/2022 10:48 AM



PLAN



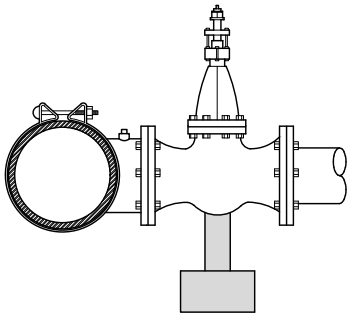
PLAN



ELEVATION

INSTALLED ON ASBESTOS CEMENT PIPE,
CAST IRON PIPE AND DUCTILE IRON PIPE.

CAST IRON MECHANICAL JOINT
TAPPING TEE



ELEVATION

INSTALLED ON ASBESTOS CEMENT PIPE,
CAST IRON PIPE AND DUCTILE IRON PIPE.

STAINLESS STEEL
TAPPING SLEEVE

NOTES

1. STAINLESS STEEL TAPPING SLEEVES SHALL HAVE FULL CIRCLE SEAL.
2. ALL TEES AND VALVES TO BE WATER TESTED BEFORE TAP.
3. SIZE ON SIZE TAPS ALLOWED ONLY WITH MJ TAPPING TEES. ALL OTHER TAPS SHALL BE AT LEAST 2" SMALLER THAN THE EXISTING MAIN.
4. BRANCH LINE SHALL BE RESTRAINED AS IF A DEAD-END PER SECTION 5-13.

EVERETT WASHINGTON
PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	R. HEFTI	PAUL WILHELM	WRB	12/30/2016

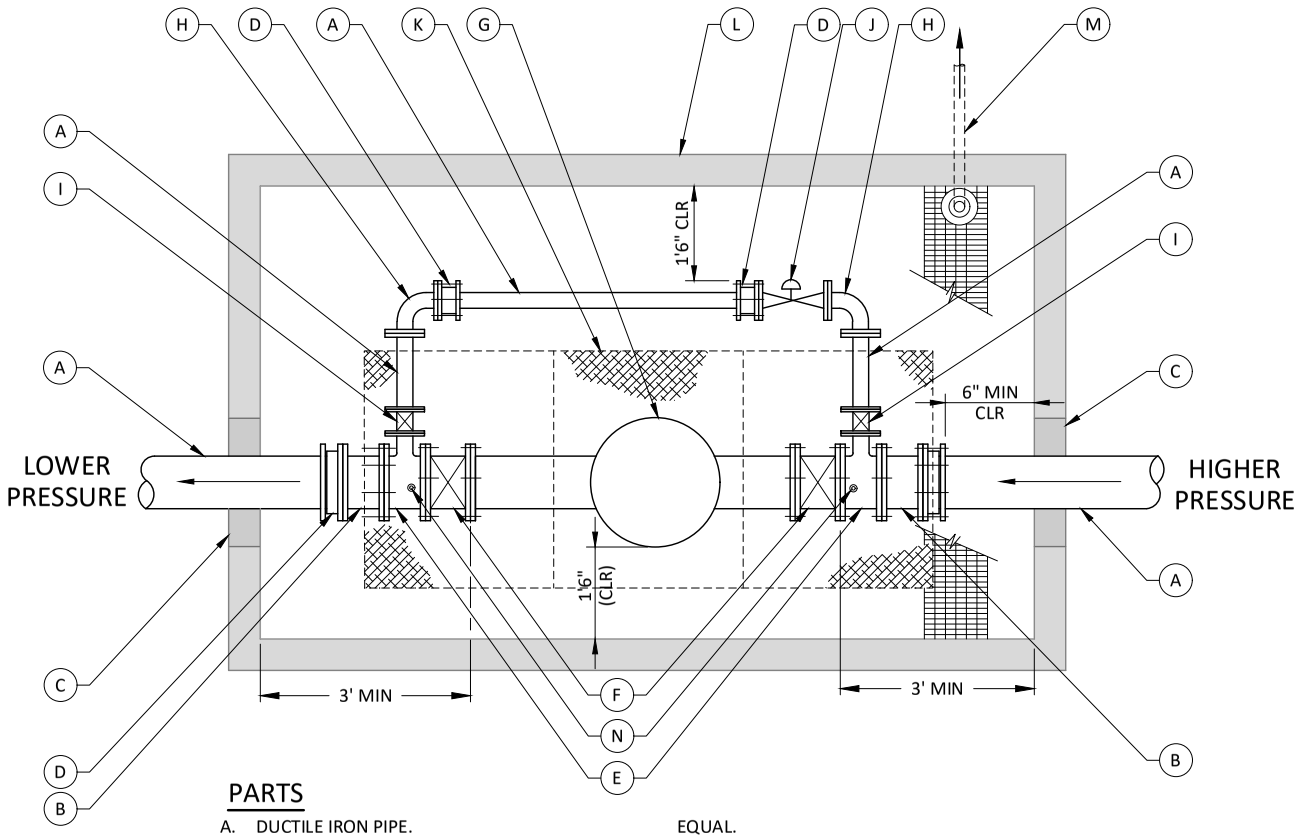
TITLE

TAPPING TEES

STANDARD DRAWING No.

514

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD514.DWG
11/21/2022 10:48 AM



PLAN

PARTS

A. DUCTILE IRON PIPE.
B. SPOOL (FLxFL), IF NEEDED.
C. NON-SHRINK GROUT.
D. FLANGE COUPLING ADAPTOR (FLxMJ) WITH MEGA LUG OR GALVANIZED SHACKLE TO MAIN WITH 2- 3/4" RODS OR MJ RETAINER GLANDS.
E. TEE (FL).
F. GV SHALL BE WATEROUS 2500OR APPROVED EQUAL.
G. PRV (FLxFL).
H. 90° ELL (ALL MJ WITH/MEGA LUGS).
I. GV (FLxFL) SHALL BE WATEROUS 2500 OR APPROVED EQUAL.
J. PRV (FLxFL).
K. UTILITY VAULT CO LID WITH TRAFFIC LOADED LOCKING STEEL COVERS OR EQUAL.
L. UTILITY VAULT CO PRECAST VAULT OR APPROVED EQUAL.
M. 2" GRAVITY SUMP DRAIN EXTEND TO DAY-LIGHT OR TO STORM DRAINAGE SYSTEM.
N. 1/4" GAUGE TAPS WITH 1/4" BALL VALVES FOR ISOLATION.

NOTES

1. MINIMUM VAULT INSIDE HEIGHT SHALL BE 78", OR AS APPROVED BY THE CITY UTILITIES DEPARTMENT.
2. MINIMUM CLEARANCE BETWEEN PRV VALVES AND FLOOR SHALL BE 12".
3. PROVIDE LIQUID FILLED 2 1/2" PRESSURE GAUGES AMETEK SERIES 550L OR CITY APPROVED EQUAL.
4. ALL EQUIPMENT MUST BE RATED FOR SOURCE PRESSURE.
5. PIPING AND VALVES SHALL BE SUPPORTED BY POURED-IN-PLACE CONCRETE OR STEEL STANDS. NUMBER OF AND PLACEMENT OF STANDS TO BE DETERMINED BY CITY UTILITIES DEPARTMENT ACCORDING TO VALVE SIZE.
6. BRAND, SIZE, MINIMUM CLEARANCES, TYPE OF PRV AND ACCESSORIES TO BE DETERMINED BY CITY OF EVERETT UTILITIES DEPARTMENT.
7. PROVIDE NON-SLIP SURFACE ON ACCESS HATCH IF VAULT IS LOCATED IN PEDESTRIAN WALKWAY.

EVERETT WASHINGTON
PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	R. HEFTI	PAUL WILHELM	WRB	03/07/2017

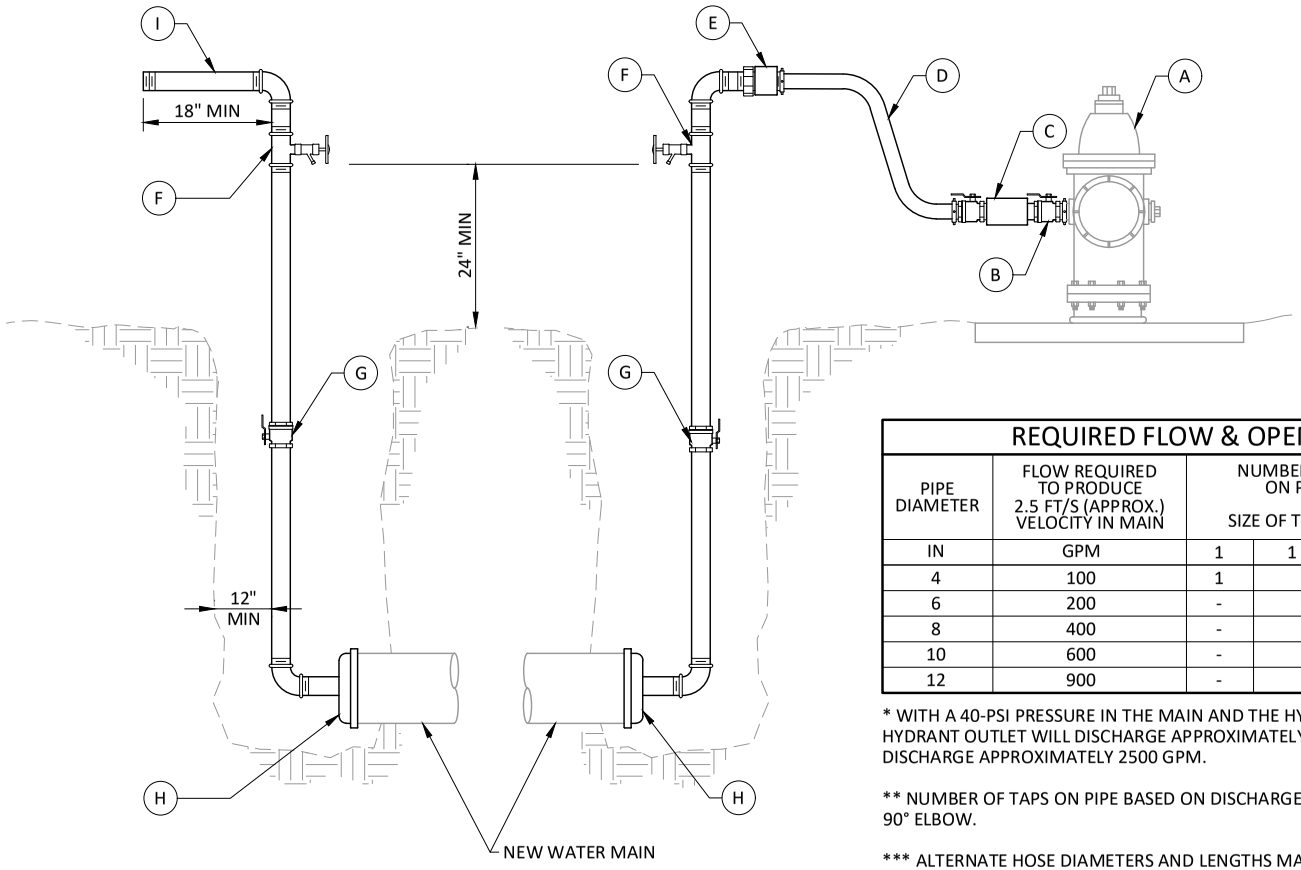
TITLE: TYPICAL PRESSURE REDUCING VALVE (PRV) INSTALLATION

STANDARD DRAWING No.: 521

Filename: T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD521.DWG

LINE DRAINING ASSEMBLY

LINE FILLING ASSEMBLY



PARTS:

A. HYDRANT ON EXISTING DISTRIBUTION MAIN.

B. 2-1/2 IN CONTROL VALVE.

C. WA STATE APPROVED BACK FLOW PREVENTER (DOUBLE CHECK VALVE ASSEMBLY).

D. SUPPLY HOSE (CLEAN, DISINFECTED POTABLE WATER HOSE ONLY). SEE TABLE BELOW FOR DIAMETER AND MAXIMUM LENGTH.

E. DISINFECTANT INJECTION FITTING.

F. SAMPLING TAP, 1/2 IN HOSE BIBB, PLAIN END.

G. CONTROL VALVE.

H. TEMPORARY CAP-FULL MECHANICAL RESTRAINT OR THRUST BLOCK REQUIRED.

I. FLUSHING DISCHARGE PIPE. CAP WHEN NOT IN USE. MAY REQUIRE DECHLORINATION. DO NOT ALLOW DISCHARGE TO DRAIN TO TRENCH.

REQUIRED FLOW & OPENINGS TO FLUSH PIPELINES *

PIPE DIAMETER	FLOW REQUIRED TO PRODUCE 2.5 FT/S (APPROX.) VELOCITY IN MAIN	NUMBER OF TAPS ON PIPE ** SIZE OF TAP, INCHES			NUMBER OF 2 1/2" HYDRANT OUTLETS USING 2 1/2" DIA SUPPLY HOSE	*** MAXIMUM LENGTH OF SUPPLY HOSE
IN	GPM	1	1 1/2	2		FT
4	100	1	-	-	1	500
6	200	-	1	-	1	100
8	400	-	2	1	2	100
10	600	-	3	2	2	100
12	900	-	-	2	2 (3" DIA HOSE)	100

* WITH A 40-PSI PRESSURE IN THE MAIN AND THE HYDRANT FLOWING TO ATMOSPHERE, A 2-1/2 IN. (64MM) HYDRANT OUTLET WILL DISCHARGE APPROXIMATELY 1000 GPM; AND A 4-1/2 HYDRANT OUTLET WILL DISCHARGE APPROXIMATELY 2500 GPM.

** NUMBER OF TAPS ON PIPE BASED ON DISCHARGE THROUGH 5 FT OF GALVANIZED IRON (GI) PIPE WITH ONE 90° ELBOW.

*** ALTERNATE HOSE DIAMETERS AND LENGTHS MAY BE USED IF CALCULATIONS SUPPORTING THEIR USE ARE PREVIOUSLY APPROVED BY THE CITY UTILITIES DEPARTMENT.

EVERETT WASHINGTON **PUBLIC WORKS DEPARTMENT**

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	R. HEFTI	PAUL WILHELM	LAK	04/07/2017

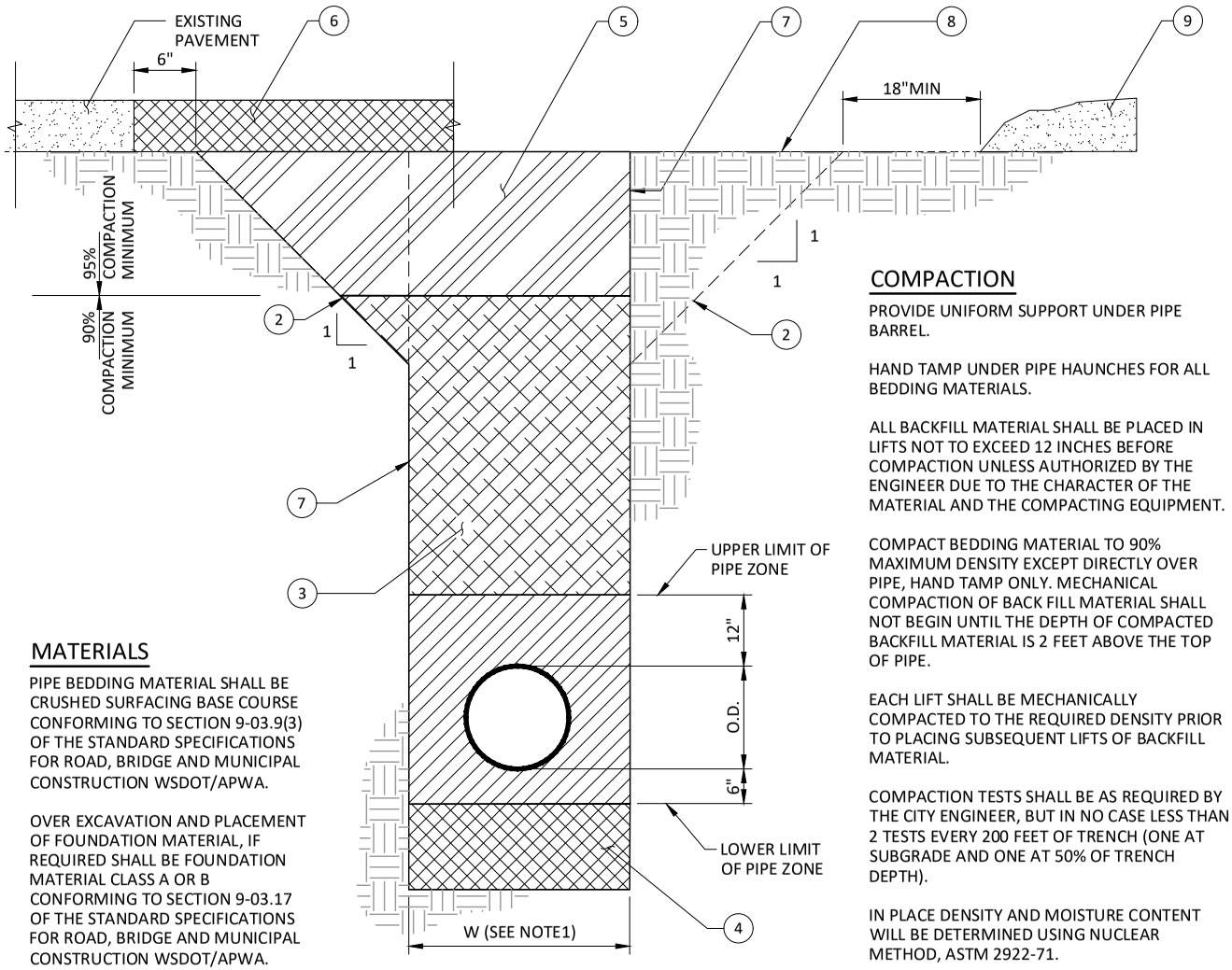
TITLE

SAMPLING AND FLUSHING ASSEMBLIES

STANDARD DRAWING No.

526

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD526.DWG
PLOTTED: 11/21/2022 10:49 AM



MATERIALS

PIPE BEDDING MATERIAL SHALL BE CRUSHED SURFACING BASE COURSE CONFORMING TO SECTION 9-03.9(3) OF THE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION WSDOT/APWA.

OVER EXCAVATION AND PLACEMENT OF FOUNDATION MATERIAL, IF REQUIRED SHALL BE FOUNDATION MATERIAL CLASS A OR B CONFORMING TO SECTION 9-03.17 OF THE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION WSDOT/APWA.

COMPACTION

PROVIDE UNIFORM SUPPORT UNDER PIPE BARREL.

HAND TAMP UNDER PIPE HAUNCHES FOR ALL BEDDING MATERIALS.

ALL BACKFILL MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 12 INCHES BEFORE COMPACTION UNLESS AUTHORIZED BY THE ENGINEER DUE TO THE CHARACTER OF THE MATERIAL AND THE COMPACTING EQUIPMENT.

COMPACT BEDDING MATERIAL TO 90% MAXIMUM DENSITY EXCEPT DIRECTLY OVER PIPE, HAND TAMP ONLY. MECHANICAL COMPACTION OF BACK FILL MATERIAL SHALL NOT BEGIN UNTIL THE DEPTH OF COMPACTED BACKFILL MATERIAL IS 2 FEET ABOVE THE TOP OF PIPE.

EACH LIFT SHALL BE MECHANICALLY COMPACTED TO THE REQUIRED DENSITY PRIOR TO PLACING SUBSEQUENT LIFTS OF BACKFILL MATERIAL.

COMPACTION TESTS SHALL BE AS REQUIRED BY THE CITY ENGINEER, BUT IN NO CASE LESS THAN 2 TESTS EVERY 200 FEET OF TRENCH (ONE AT SUBGRADE AND ONE AT 50% OF TRENCH DEPTH).

IN PLACE DENSITY AND MOISTURE CONTENT WILL BE DETERMINED USING NUCLEAR METHOD, ASTM 2922-71.

LABORATORY MAXIMUM DRY DENSITY AND OPTIMUM MOISTURE CONTENT WILL BE DETERMINED USING THE MODIFIED PROCTOR METHOD IN ACCORDANCE WITH ASTM D-1557.

NOTES

1. W = MAXIMUM WIDTH OF TRENCH. FOR PIPES 15" OR LESS IN DIA W=40". FOR PIPES 18" OR GREATER W=1.5 X I.D. + 18". PIPE MUST BE CENTERED IN TRENCH.
2. ALTERNATE SLOPING TRENCH WALL TO MEET O.S.H.A. REQUIREMENTS (NO SLOPES STEEPER THAN 1:1 EXCEPT FOR ROCK).
3. SUITABLE NATIVE MATERIAL OR IMPORTED GRAVEL BORROW AS DIRECTED. COMPACT TO 90% MAXIMUM DENSITY.
4. FOUNDATION GRAVEL IF REQUIRED BY THE ENGINEER TO REPLACE UNSUITABLE MATERIAL. SHALL BE FOUNDATION MATERIAL CLASS A, B OR AS APPROVED BY THE ENGINEER.
5. IF DIRECTED BY THE ENGINEER THE TOP THREE TO FIVE FEET OF BACKFILL SHALL BE IMPORTED GRAVEL BORROW OR SUITABLE NATIVE MATERIAL COMPACTED TO 95% MAXIMUM DENSITY.
6. SEE CITY OF EVERETT STANDARD DWG 326 FOR PAVEMENT PATCH DETAILS.
7. VERTICAL TRENCH WALLS WITH SHORING TO CONFORM TO O.S.H.A. REGULATIONS.
8. SUBGRADE OR GROUND SURFACE IN NON-PAVED AREAS
9. EXCAVATED NATIVE MATERIAL OR STOCKPILED BACKFILL MATERIAL.
10. FOR ALL TRENCHING TRANSVERSE TO THE ROADWAY BACKFILL ABOVE THE PIPE ZONE SHALL BE CONTROLLED DENSITY FILL. SEE SECTION 3-9.6 & 3-20.1 OF THESE STANDARDS.
11. FOR UTILITY CUTS SUCH AS GAS, TELEPHONE, POWER, AND CABLE TV LONGITUDINAL TO THE ROADWAY, BACKFILL SHALL BE CONTROLLED DENSITY FILL. SEE SECTION 3-9.5 OF THESE STANDARDS.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	DAVID VOIGT	PAUL WILHELM	ESH	12/11/2019

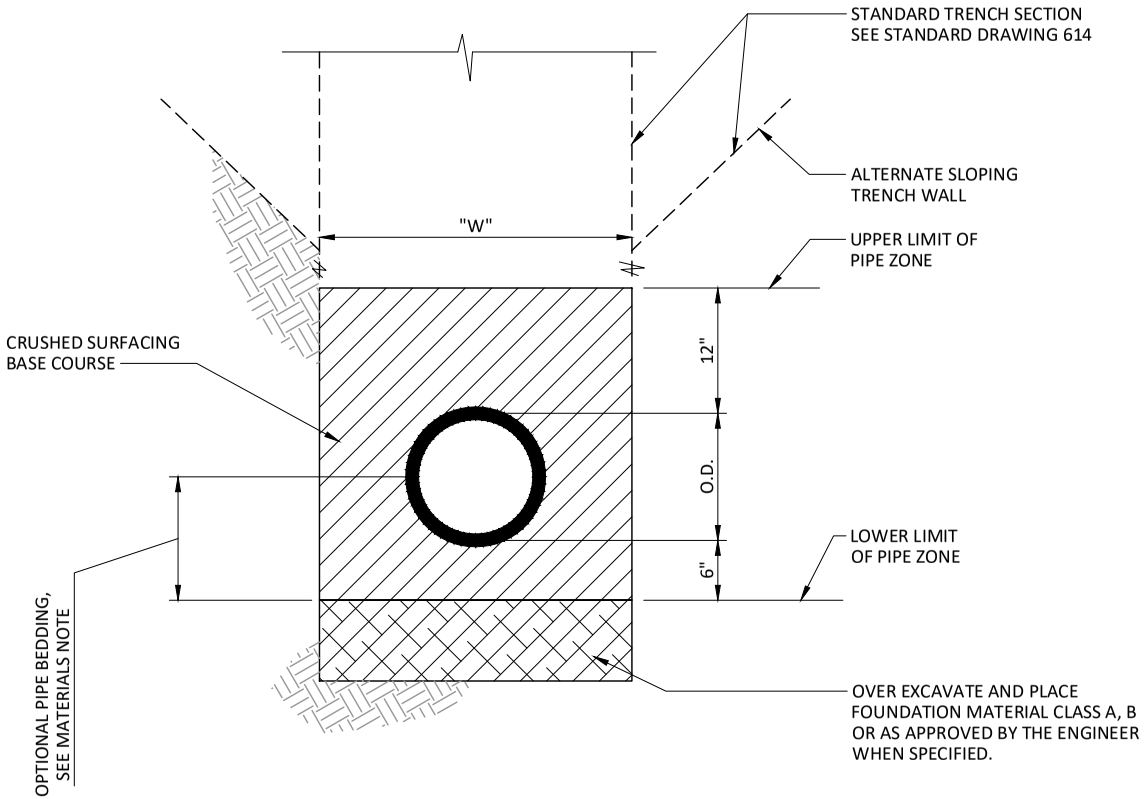
TITLE

TYPICAL TRENCH SECTION

STANDARD DRAWING No.

614

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD614.DWG
11/21/2022 10:51 AM



BEDDING AND FOUNDATION:

LIMITS OF TRENCH

W = MAXIMUM WIDTH OF TRENCH. FOR PIPES 15" OR LESS IN DIAMETER W = 40". FOR PIPES 18" OR GREATER W = 1 1/2 x I.D. + 18". PIPE MUST BE CENTERED IN TRENCH.

MATERIALS

PIPE BEDDING MATERIAL SHALL BE CRUSHED SURFACING BASE COURSE CONFORMING TO SECTION 9-03.9(3) OF THE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION WSDOT/APWA.

OPTIONAL PIPE BEDDING (TO SPRING-LINE) FOR PIPE 15" DIA AND LARGER: PEA GRAVEL OR 3/4" CLEAN ROCK CHIPS AS APPROVED IN ADVANCE BY ENGINEER.

OVER EXCAVATION AND PLACEMENT OF FOUNDATION MATERIAL, IF REQUIRED SHALL BE FOUNDATION MATERIAL CLASS A OR B CONFORMING TO SECTION 9-03.17 OF THE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION WSDOT/APWA.

PROCEDURE FOR COMPACTION

PROVIDE UNIFORM SUPPORT UNDER PIPE BARREL.

COMPACT BEDDING MATERIAL TO 90% MAXIMUM DENSITY EXCEPT DIRECTLY OVER PIPE, HAND TAMP ONLY.

HAND TAMP UNDER PIPE HAUNCHES FOR ALL BEDDING MATERIALS.

FOR ADDITIONAL COMPACTION INFORMATION SEE STANDARD DWG 615.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	DAVID VOIGT	PAUL WILHELM	WRB	12/30/2016

TITLE

BEDDING FOR PIPE IN TRENCHES

STANDARD DRAWING No.

615

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD615.DWG
11/21/2022 10:51 AM

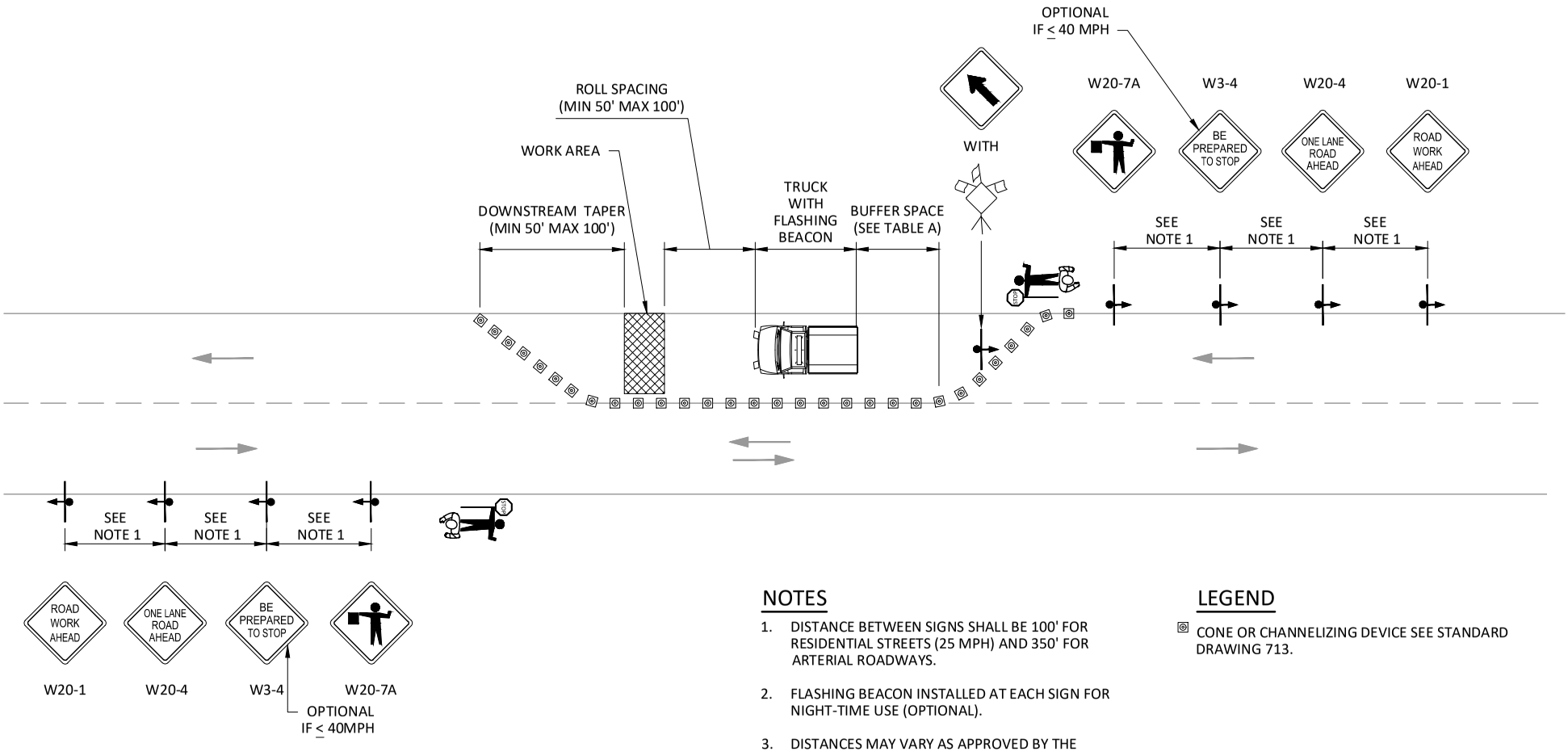


TABLE A			
SPEED (MPH)	CONE SPACING (FT)		BUFFER SPACING (FT)
	TANGENT	TAPER	
25	25	20	55
30	30		85
35	35		120
40	40		170
45	45		220

NOTES

1. DISTANCE BETWEEN SIGNS SHALL BE 100' FOR RESIDENTIAL STREETS (25 MPH) AND 350' FOR ARTERIAL ROADWAYS.
2. FLASHING BEACON INSTALLED AT EACH SIGN FOR NIGHT-TIME USE (OPTIONAL).
3. DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
4. SIGN SIZE PER MUTCD.
5. THIS PLAN IS PROVIDED AS A GUIDE ONLY. FOR SPECIFIC INFORMATION ON TRAFFIC CONTROL PLANS SEE CURRENT MUTCD.

LEGEND

CONE OR CHANNELIZING DEVICE SEE STANDARD DRAWING 713.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	02/28/2018

TITLE

TRAFFIC CONTROL PLAN
2 LANE ROADWAY:
ONE LANE CLOSED WITH ALTERNATING ONEWAY TRAFFIC AND SPOTTERS

STANDARD DRAWING No.

701

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD701.DWG

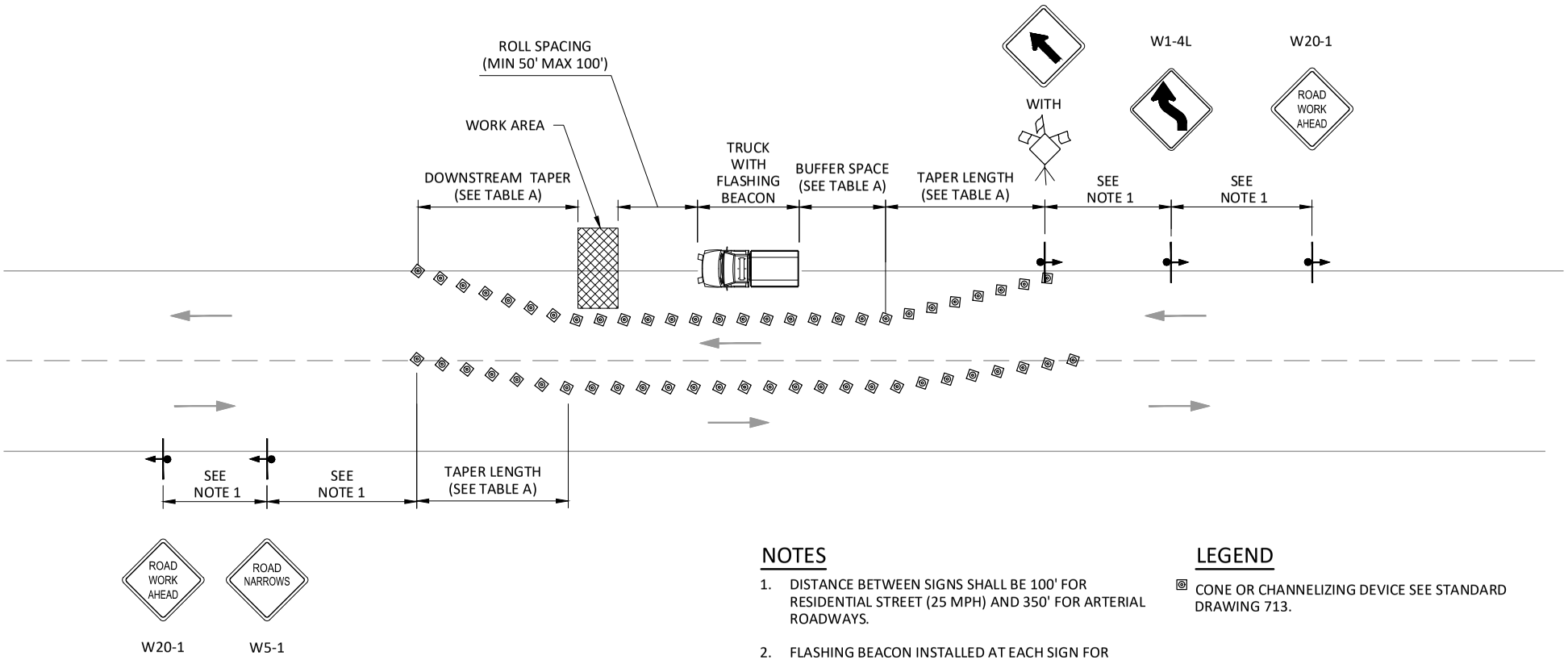


TABLE A					
SPEED (MPH)	TAPER LENGTH FOR SHIFT WIDTH		CONE SPACING (FT)		BUFFER SPACING (FT)
	5'	6'	TANGENT	TAPER	
25	26'	31'	25	20	55
30	38'	45'	30		85
35	51'	61'	35		120
40	67'	80'	40		170
45	113'	135'	45		220

NOTES

1. DISTANCE BETWEEN SIGNS SHALL BE 100' FOR RESIDENTIAL STREET (25 MPH) AND 350' FOR ARTERIAL ROADWAYS.
2. FLASHING BEACON INSTALLED AT EACH SIGN FOR NIGHT-TIME USE (OPTIONAL).
3. DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
4. SPOTTERS REQUIRED TO CONTROL TRAFFIC WHENEVER THE CONTRACTOR MUST INTERRUPT TRAFFIC FLOW TO ACCESS THE WORK SITE WITH MATERIALS OR EQUIPMENT (FLAGGING REQUIRES 3 OR 4 SIGN SETUP).
5. FOR ALTERNATE LANE SHIFT WIDTH REFER TO "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) TABLE 6C-2 PAGE 6C-10.
6. SIGN SIZE PER MUTCD.
7. THIS PLAN IS PROVIDED AS A GUIDE ONLY. FOR SPECIFIC INFORMATION ON THE TRAFFIC CONTROL PLANS SEE CURRENT MUTCD.

LEGEND

CONE OR CHANNELIZING DEVICE SEE STANDARD DRAWING 713.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	01/05/2017

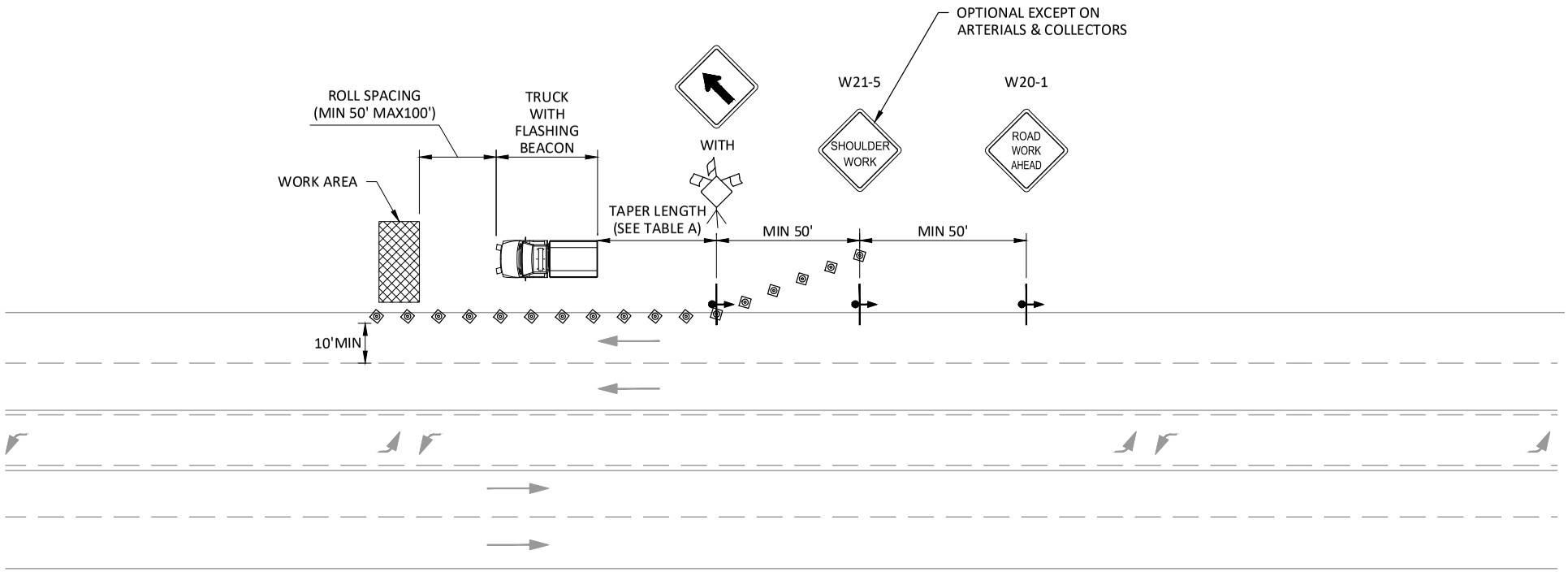
TITLE

TRAFFIC CONTROL PLAN 2 LANE ROADWAY: PARTIAL LANE CLOSURE

STANDARD DRAWING No.

702

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD702.DWG



NOTES

1. DISTANCE BETWEEN SIGNS SHALL BE 100' FOR RESIDENTIAL STREETS (25 MPH) AND 350' FOR ARTERIAL ROADWAYS
2. FLASHING BEACON INSTALLED AT EACH SIGN FOR NIGHT-TIME USE (OPTIONAL).
3. DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
4. SPOTTERS REQUIRED WHENEVER THE CONTRACTOR MUST INTERRUPT TRAFFIC FLOW TO ACCESS THE WORK SITE WITH MATERIALS OR EQUIPMENT (FLAGGING REQUIRES 3 OR 4 SIGN SETUP).
5. SIGN SIZE PER MUTCD.
6. THIS PLAN IS PROVIDED AS A GUIDE ONLY. FOR SPECIFIC INFORMATION ON TRAFFIC CONTROL PLANS SEE CURRENT MUTCD.

LEGEND

▣ CONE OR CHANNELIZING DEVICE SEE STANDARD DRAWING 713.

TABLE A

SPEED (MPH)	CONE SPACING (FT)		BUFFER SPACING (FT)
	TANGENT	TAPER	
25	25	20	55
30	30		85
35	35		120
40	40		170
45	45		220

EVERETT WASHINGTON **PUBLIC WORKS DEPARTMENT**

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	01/05/2017

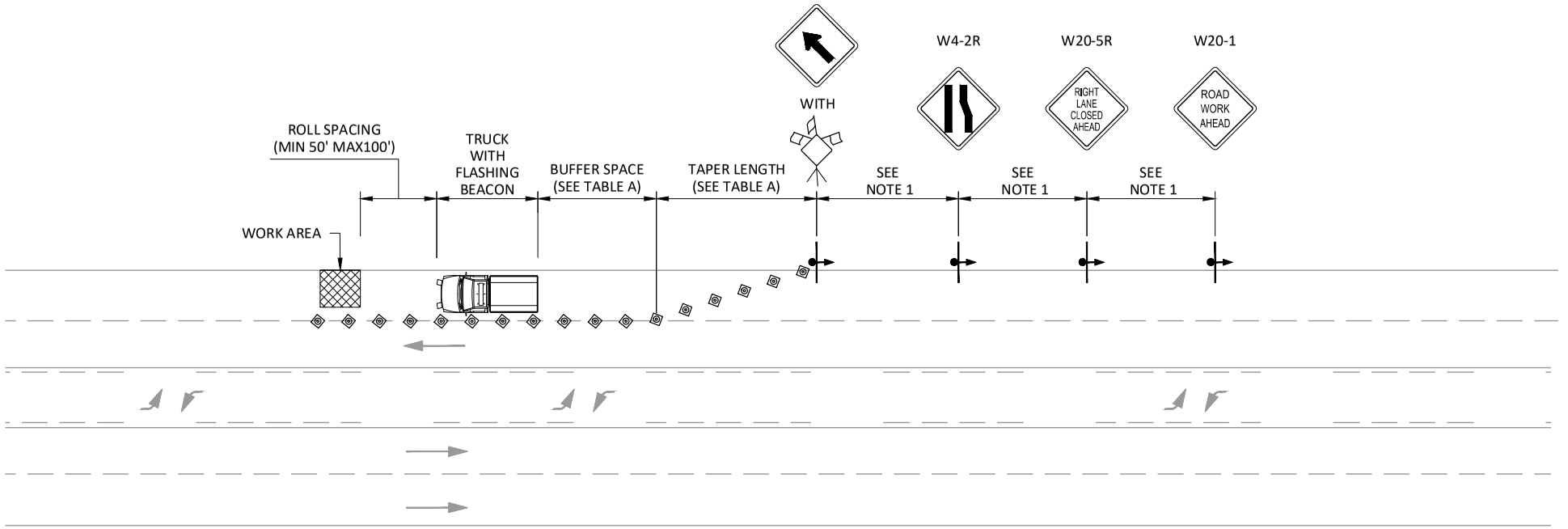
TITLE

TRAFFIC CONTROL PLAN
SHOULDER WORK

STANDARD DRAWING No.

703

Filename T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD703.DWG



NOTES

1. DISTANCE BETWEEN SIGNS SHALL BE 100' FOR RESIDENTIAL STREETS (25 MPH) AND 350' FOR ARTERIAL ROADWAYS
2. FLASHING BEACON INSTALLED AT EACH SIGN FOR NIGHT-TIME USE (OPTIONAL).
3. DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
4. SPOTTERS REQUIRED WHENEVER THE CONTRACTOR MUST INTERRUPT TRAFFIC FLOW TO ACCESS THE WORK SITE WITH MATERIALS OR EQUIPMENT (FLAGGING REQUIRES 3 OR 4 SIGN SETUP).
5. SIGN SIZE PER MUTCD.
6. THIS PLAN IS PROVIDED AS A GUIDE ONLY. FOR SPECIFIC INFORMATION ON TRAFFIC CONTROL PLANS SEE CURRENT MUTCD.

LEGEND

CONE OR CHANNELIZING DEVICE SEE STANDARD DRAWING 713.

TABLE A

SPEED (MPH)	TAPER LENGTH FOR SHIFT WIDTH		CONE SPACING (FT)		BUFFER SPACING (FT)
	10'	12'	TANGENT	TAPER	
25	105'	125'	25	20	55
30	150'	180'	30		85
35	205'	245'	35		120
40	270'	320'	40		170
45	420'	540'	45		220

EVERETT WASHINGTON **PUBLIC WORKS DEPARTMENT**

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
TOM HOOD	COREY HERT	PAUL WILHELM	ESH	01/04/2022

TITLE: TRAFFIC CONTROL PLAN
5 LANE ROADWAY
WITH RIGHT LANE CLOSED

STANDARD DRAWING No. 704

Filename T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD704.DWG

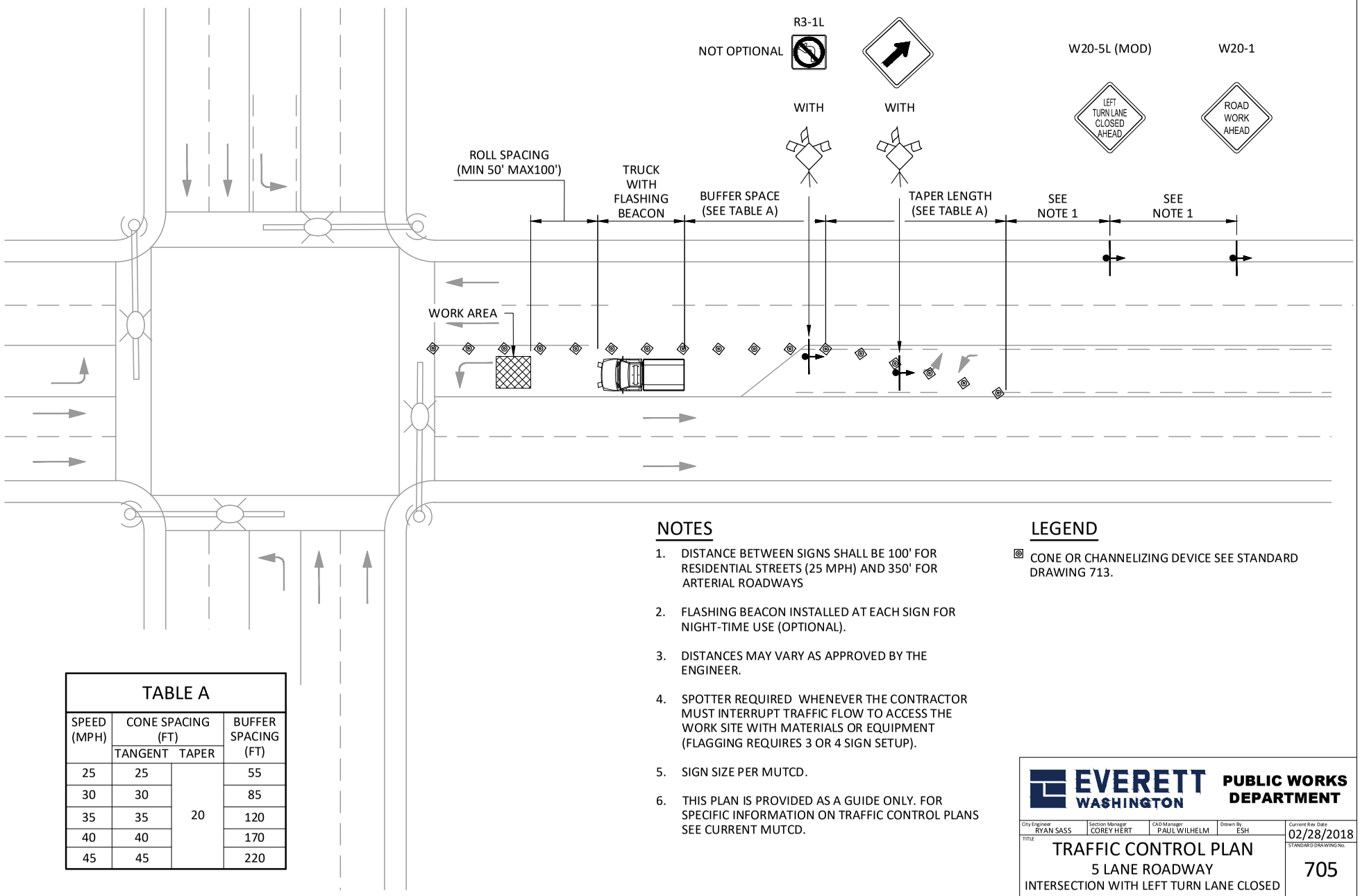


TABLE A			
SPEED (MPH)	CONE SPACING (FT)		BUFFER SPACING (FT)
	TANGENT	TAPER	
25	25	20	55
30	30		85
35	35		120
40	40		170
45	45		220

NOTES

1. DISTANCE BETWEEN SIGNS SHALL BE 100' FOR RESIDENTIAL STREETS (25 MPH) AND 350' FOR ARTERIAL ROADWAYS
2. FLASHING BEACON INSTALLED AT EACH SIGN FOR NIGHT-TIME USE (OPTIONAL).
3. DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
4. SPOTTER REQUIRED WHENEVER THE CONTRACTOR MUST INTERRUPT TRAFFIC FLOW TO ACCESS THE WORK SITE WITH MATERIALS OR EQUIPMENT (FLAGGING REQUIRES 3 OR 4 SIGN SETUP).
5. SIGN SIZE PER MUTCD.
6. THIS PLAN IS PROVIDED AS A GUIDE ONLY. FOR SPECIFIC INFORMATION ON TRAFFIC CONTROL PLANS SEE CURRENT MUTCD.

LEGEND

CONE OR CHANNELIZING DEVICE SEE STANDARD DRAWING 713.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	02/28/2018

TITLE

TRAFFIC CONTROL PLAN
5 LANE ROADWAY
INTERSECTION WITH LEFT TURN LANE CLOSED

STANDARD DRAWING No.

705

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD705.DWG

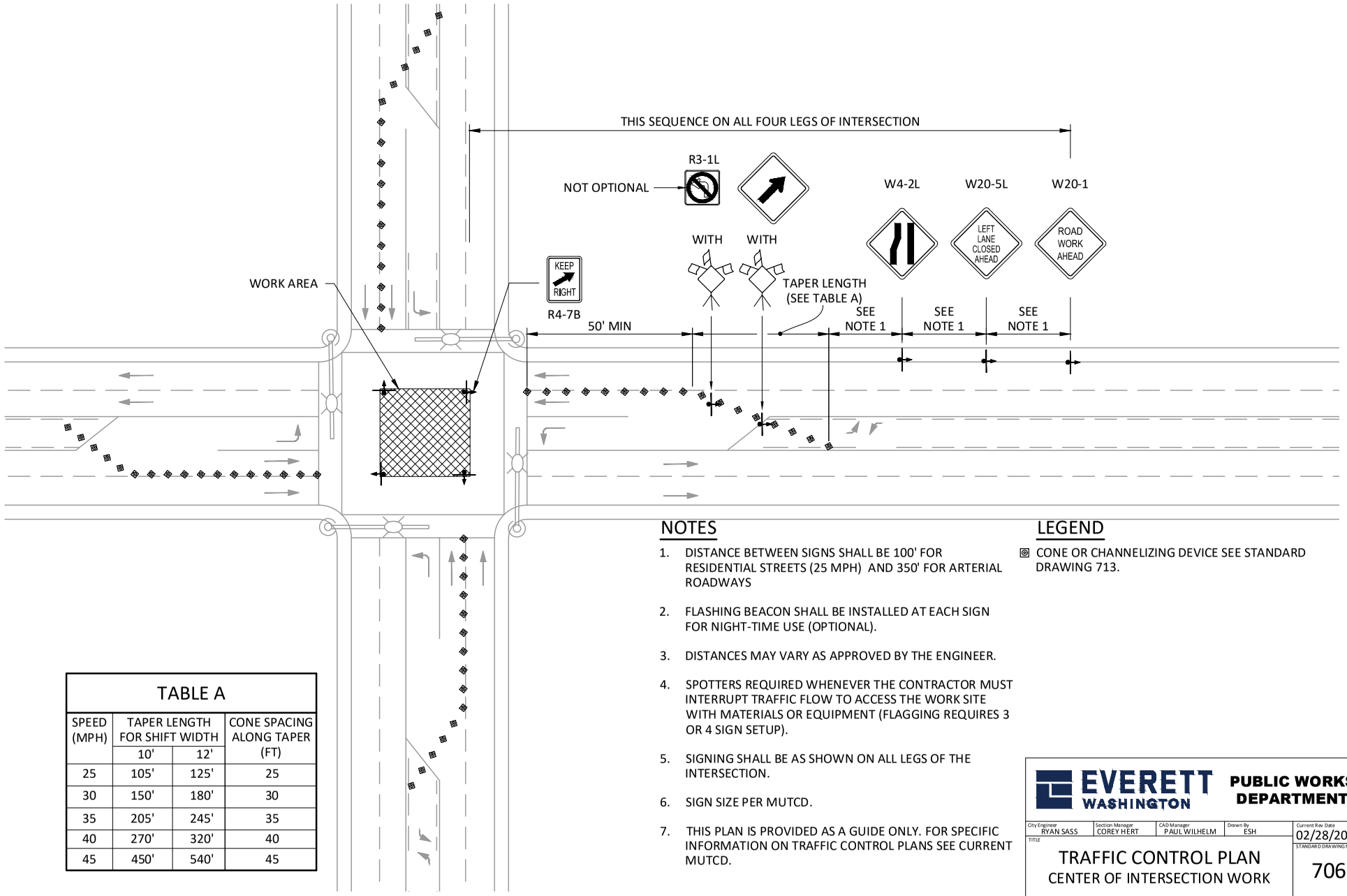


TABLE A			
SPEED (MPH)	TAPER LENGTH FOR SHIFT WIDTH		CONE SPACING ALONG TAPER (FT)
	10'	12'	
25	105'	125'	25
30	150'	180'	30
35	205'	245'	35
40	270'	320'	40
45	450'	540'	45

NOTES

1. DISTANCE BETWEEN SIGNS SHALL BE 100' FOR RESIDENTIAL STREETS (25 MPH) AND 350' FOR ARTERIAL ROADWAYS
2. FLASHING BEACON SHALL BE INSTALLED AT EACH SIGN FOR NIGHT-TIME USE (OPTIONAL).
3. DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
4. SPOTTERS REQUIRED WHENEVER THE CONTRACTOR MUST INTERRUPT TRAFFIC FLOW TO ACCESS THE WORK SITE WITH MATERIALS OR EQUIPMENT (FLAGGING REQUIRES 3 OR 4 SIGN SETUP).
5. SIGNING SHALL BE AS SHOWN ON ALL LEGS OF THE INTERSECTION.
6. SIGN SIZE PER MUTCD.
7. THIS PLAN IS PROVIDED AS A GUIDE ONLY. FOR SPECIFIC INFORMATION ON TRAFFIC CONTROL PLANS SEE CURRENT MUTCD.

LEGEND

CONE OR CHANNELIZING DEVICE SEE STANDARD DRAWING 713.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	02/28/2018

TITLE

TRAFFIC CONTROL PLAN
CENTER OF INTERSECTION WORK

STANDARD DRAWING No.

706

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD706.DWG

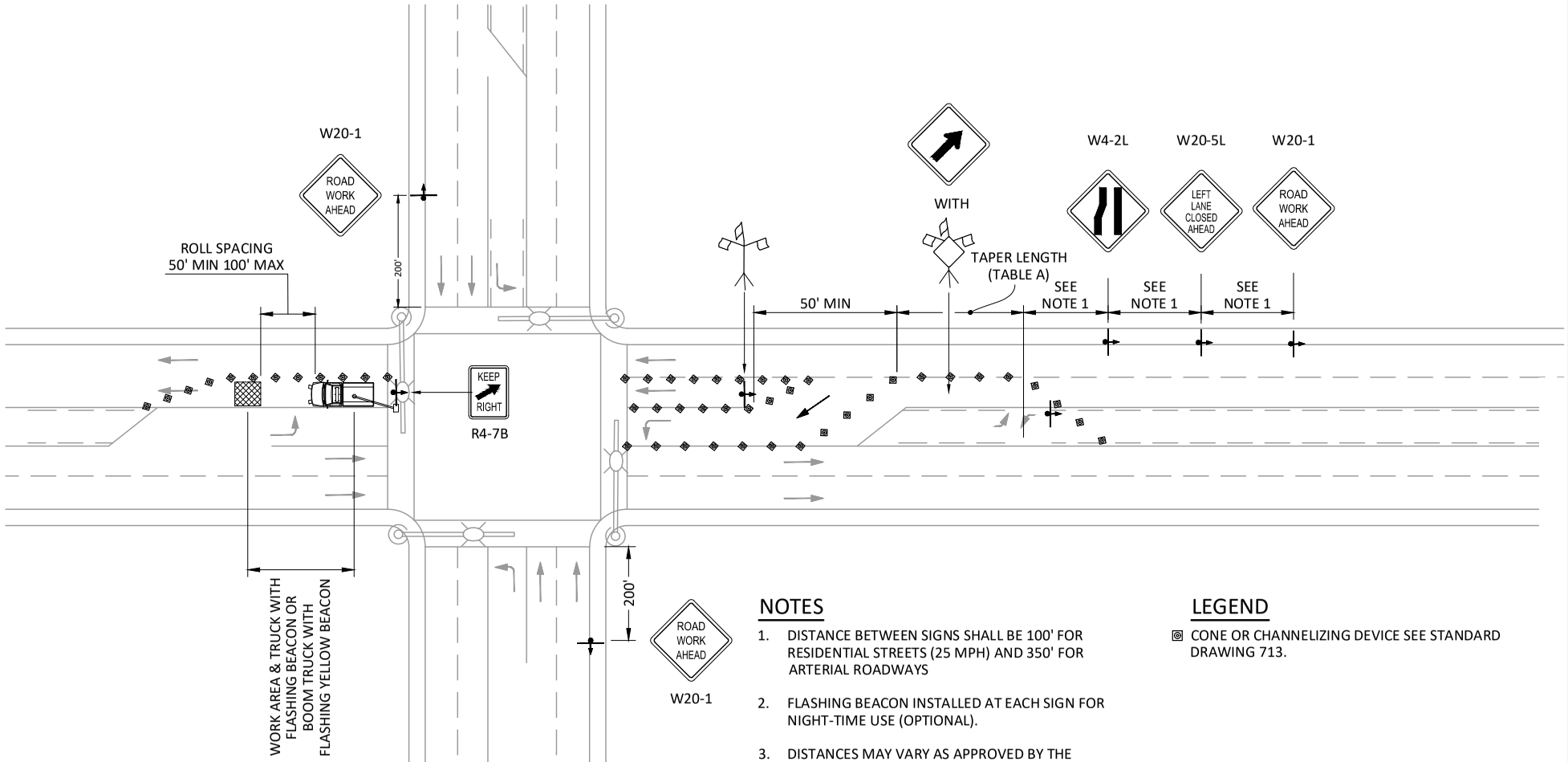


TABLE A			
SPEED (MPH)	TAPER LENGTH FOR SHIFT WIDTH		CONE SPACING ALONG TAPER (FT)
	10'	12'	
25	105'	125'	25
30	150'	180'	30
35	205'	245'	35
40	270'	320'	40
45	450'	540'	45

NOTES

1. DISTANCE BETWEEN SIGNS SHALL BE 100' FOR RESIDENTIAL STREETS (25 MPH) AND 350' FOR ARTERIAL ROADWAYS
2. FLASHING BEACON INSTALLED AT EACH SIGN FOR NIGHT-TIME USE (OPTIONAL).
3. DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
4. SPOTTERS REQUIRED WHENEVER THE CONTRACTOR MUST INTERRUPT TRAFFIC FLOW TO ACCESS THE WORK SITE WITH MATERIALS OR EQUIPMENT (FLAGGING REQUIRES 3 OR 4 SIGN SETUP).
5. SIGN SIZE PER MUTCD.
6. THIS PLAN IS PROVIDED AS A GUIDE ONLY. FOR SPECIFIC INFORMATION ON TRAFFIC CONTROL PLANS SEE CURRENT MUTCD.

LEGEND

◎ CONE OR CHANNELIZING DEVICE SEE STANDARD DRAWING 713.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	02/28/2018

TITLE

TRAFFIC CONTROL PLAN

5 LANE ROADWAY WITH LEFT LANE CLOSURE FAR SIDE OF INTERSECTION

STANDARD DRAWING No.

707

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD707.DWG

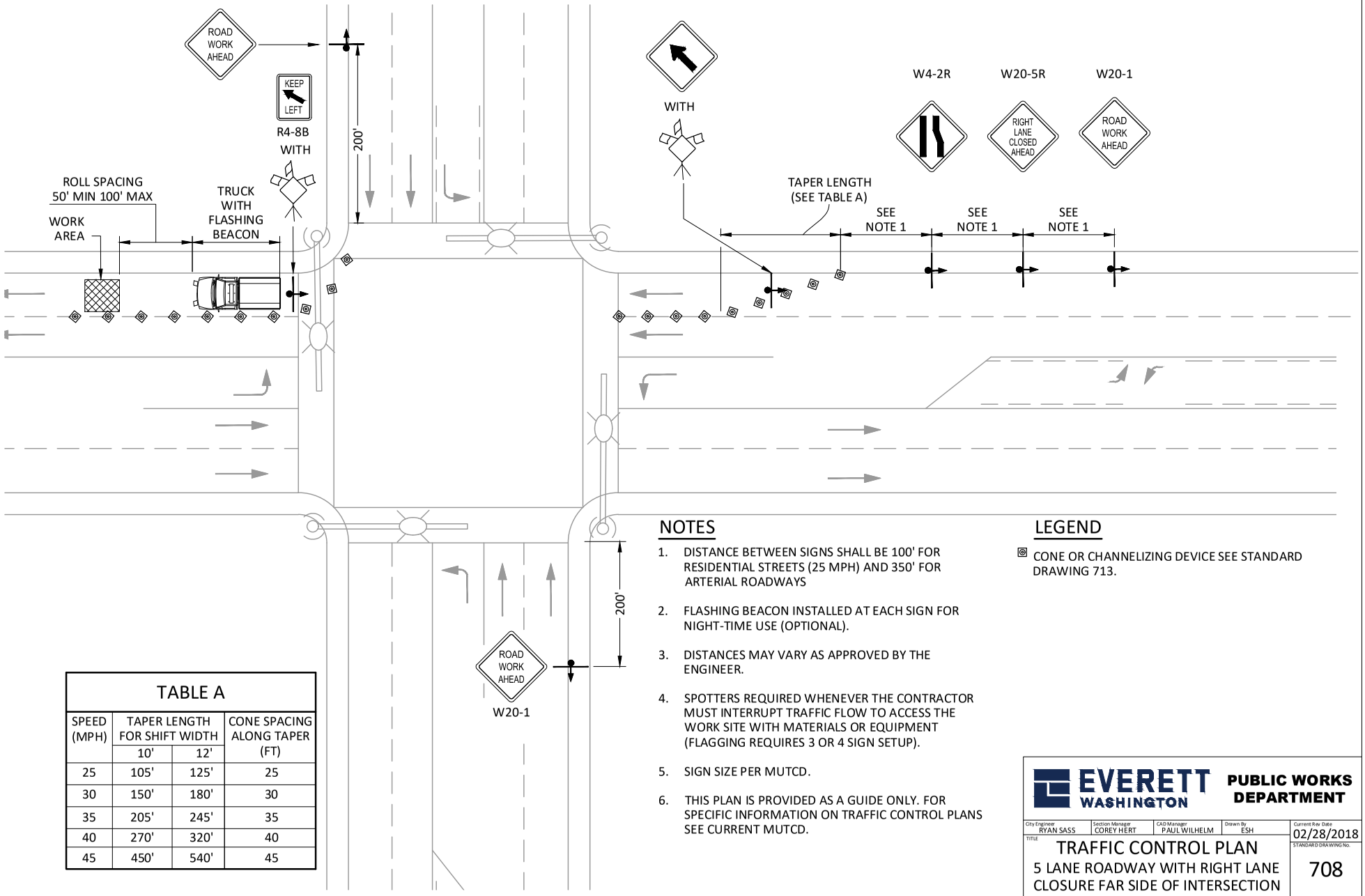


TABLE A			
SPEED (MPH)	TAPER LENGTH FOR SHIFT WIDTH		CONE SPACING ALONG TAPER (FT)
	10'	12'	
25	105'	125'	25
30	150'	180'	30
35	205'	245'	35
40	270'	320'	40
45	450'	540'	45

NOTES

1. DISTANCE BETWEEN SIGNS SHALL BE 100' FOR RESIDENTIAL STREETS (25 MPH) AND 350' FOR ARTERIAL ROADWAYS
2. FLASHING BEACON INSTALLED AT EACH SIGN FOR NIGHT-TIME USE (OPTIONAL).
3. DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
4. SPOTTERS REQUIRED WHENEVER THE CONTRACTOR MUST INTERRUPT TRAFFIC FLOW TO ACCESS THE WORK SITE WITH MATERIALS OR EQUIPMENT (FLAGGING REQUIRES 3 OR 4 SIGN SETUP).
5. SIGN SIZE PER MUTCD.
6. THIS PLAN IS PROVIDED AS A GUIDE ONLY. FOR SPECIFIC INFORMATION ON TRAFFIC CONTROL PLANS SEE CURRENT MUTCD.

LEGEND

◙ CONE OR CHANNELIZING DEVICE SEE STANDARD DRAWING 713.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	02/28/2018

TITLE

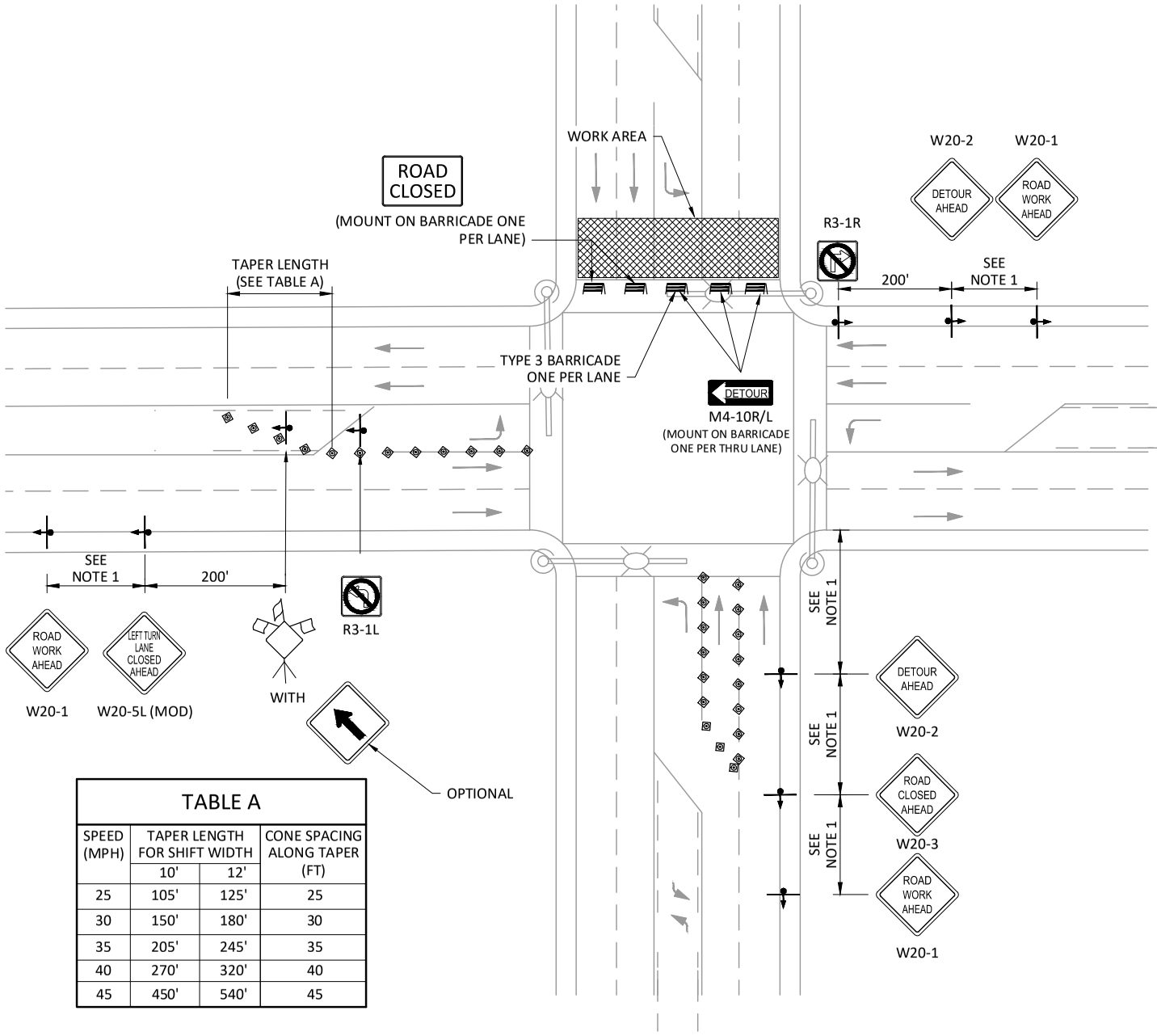
TRAFFIC CONTROL PLAN

5 LANE ROADWAY WITH RIGHT LANE CLOSURE FAR SIDE OF INTERSECTION

STANDARD DRAWING No.

708

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD708.DWG



NOTES

1. DISTANCE BETWEEN SIGNS SHALL BE 100' FOR RESIDENTIAL STREETS (25 MPH) AND 350' FOR ARTERIAL ROADWAYS
2. FLASHING BEACON INSTALLED AT EACH SIGN FOR NIGHT-TIME USE (OPTIONAL).
3. DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
4. SPOTTERS REQUIRED WHENEVER THE CONTRACTOR MUST INTERRUPT TRAFFIC FLOW TO ACCESS THE WORK SITE WITH MATERIALS OR EQUIPMENT (FLAGGING REQUIRES 3 OR 4 SIGN SETUP).
5. SIGN SIZE PER MUTCD.
6. THIS PLAN IS PROVIDED AS A GUIDE ONLY. FOR SPECIFIC INFORMATION ON TRAFFIC CONTROL PLANS SEE CURRENT MUTCD.

LEGEND

CONE OR CHANNELIZING DEVICE SEE STANDARD DRAWING 713.

TABLE A

SPEED (MPH)	TAPER LENGTH FOR SHIFT WIDTH		CONE SPACING ALONG TAPER (FT)
	10'	12'	
25	105'	125'	25
30	150'	180'	30
35	205'	245'	35
40	270'	320'	40
45	450'	540'	45

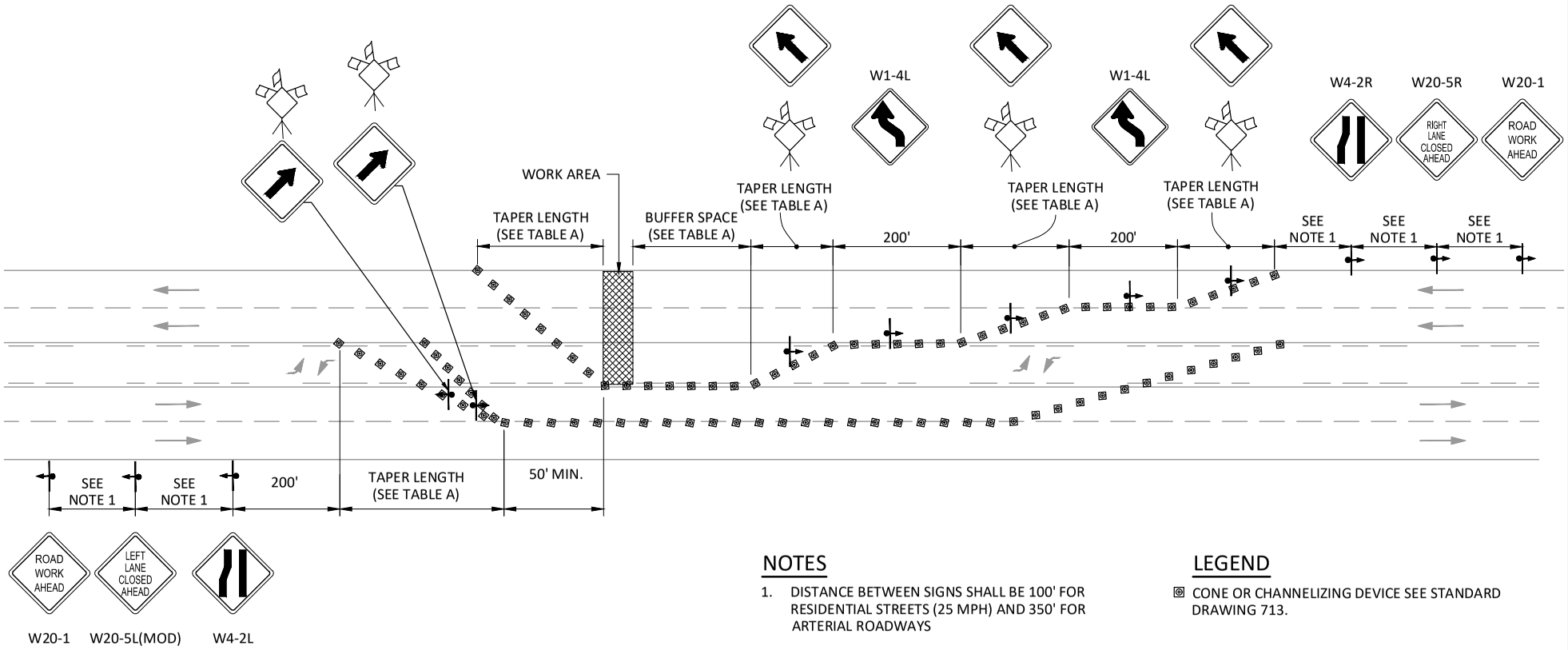
Filename T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD709.DWG

EVERETT WASHINGTON
PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	02/28/2018

TITLE
TRAFFIC CONTROL PLAN
5 LANE ROADWAY WITH FULL STREET CLOSURE FAR SIDE OF INTERSECTION

STANDARD DRAWING No.
709



NOTES

1. DISTANCE BETWEEN SIGNS SHALL BE 100' FOR RESIDENTIAL STREETS (25 MPH) AND 350' FOR ARTERIAL ROADWAYS
2. FLASHING BEACON INSTALLED AT EACH SIGN FOR NIGHT-TIME USE (OPTIONAL).
3. DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
4. SPOTTERS REQUIRED WHENEVER THE CONTRACTOR MUST INTERRUPT TRAFFIC FLOW TO ACCESS THE WORK SITE WITH MATERIALS OR EQUIPMENT (FLAGGING REQUIRES 3 OR 4 SIGN SETUP).
5. SIGN SIZE PER MUTCD.
6. THIS PLAN IS PROVIDED AS A GUIDE ONLY. FOR SPECIFIC INFORMATION ON TRAFFIC CONTROL PLANS SEE CURRENT MUTCD.

LEGEND

◙ CONE OR CHANNELIZING DEVICE SEE STANDARD DRAWING 713.

TABLE A			
SPEED (MPH)	TAPER LENGTH FOR SHIFT WIDTH		CONE SPACING ALONG TAPER (FT)
	10'	12'	
25	105'	125'	25
30	150'	180'	30
35	205'	245'	35
40	270'	320'	40
45	450'	540'	45

EVERETT WASHINGTON
PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
TOM HOOD	COREY HERT	PAUL WILHELM	ESH	01/04/2022

TITLE
TRAFFIC CONTROL PLAN
5 LANE ROADWAY
WITH MULTILANE CLOSURE

STANDARD DRAWING No.
710

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD710.DWG

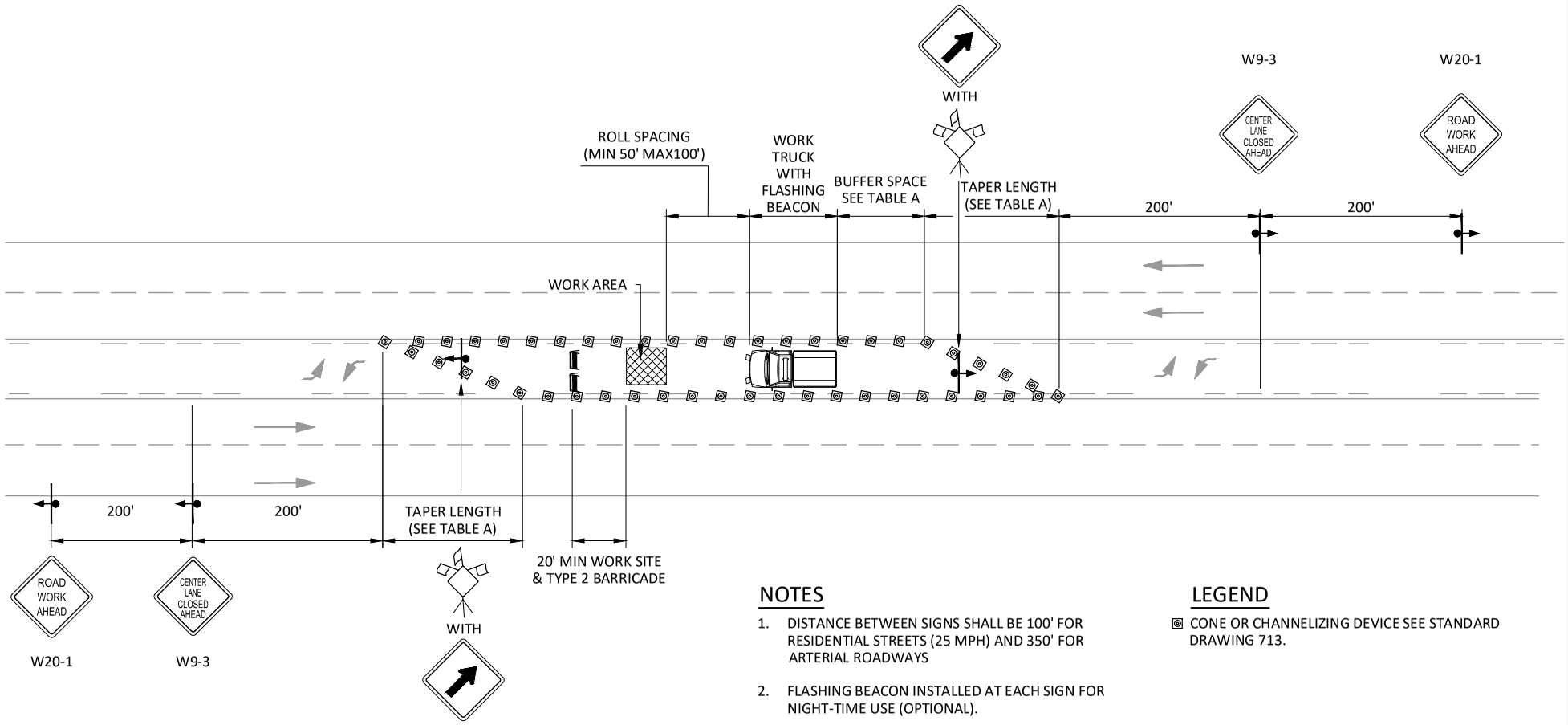


TABLE A			
SPEED (MPH)	CONE SPACING (FT)		BUFFER SPACING (FT)
	TANGENT	TAPER	
25	25	20	55
30	30		85
35	35		120
40	40		170
45	45		220

NOTES

1. DISTANCE BETWEEN SIGNS SHALL BE 100' FOR RESIDENTIAL STREETS (25 MPH) AND 350' FOR ARTERIAL ROADWAYS
2. FLASHING BEACON INSTALLED AT EACH SIGN FOR NIGHT-TIME USE (OPTIONAL).
3. DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
4. SPOTTERS REQUIRED WHENEVER THE CONTRACTOR MUST INTERRUPT TRAFFIC FLOW TO ACCESS THE WORK SITE WITH MATERIALS OR EQUIPMENT (FLAGGING REQUIRES 3 OR 4 SIGN SETUP).
5. SIGN SIZE PER MUTCD.
6. THIS PLAN IS PROVIDED AS A GUIDE ONLY. FOR SPECIFIC INFORMATION ON TRAFFIC CONTROL PLANS SEE CURRENT MUTCD.

LEGEND

◎ CONE OR CHANNELIZING DEVICE SEE STANDARD DRAWING 713.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	02/28/2018

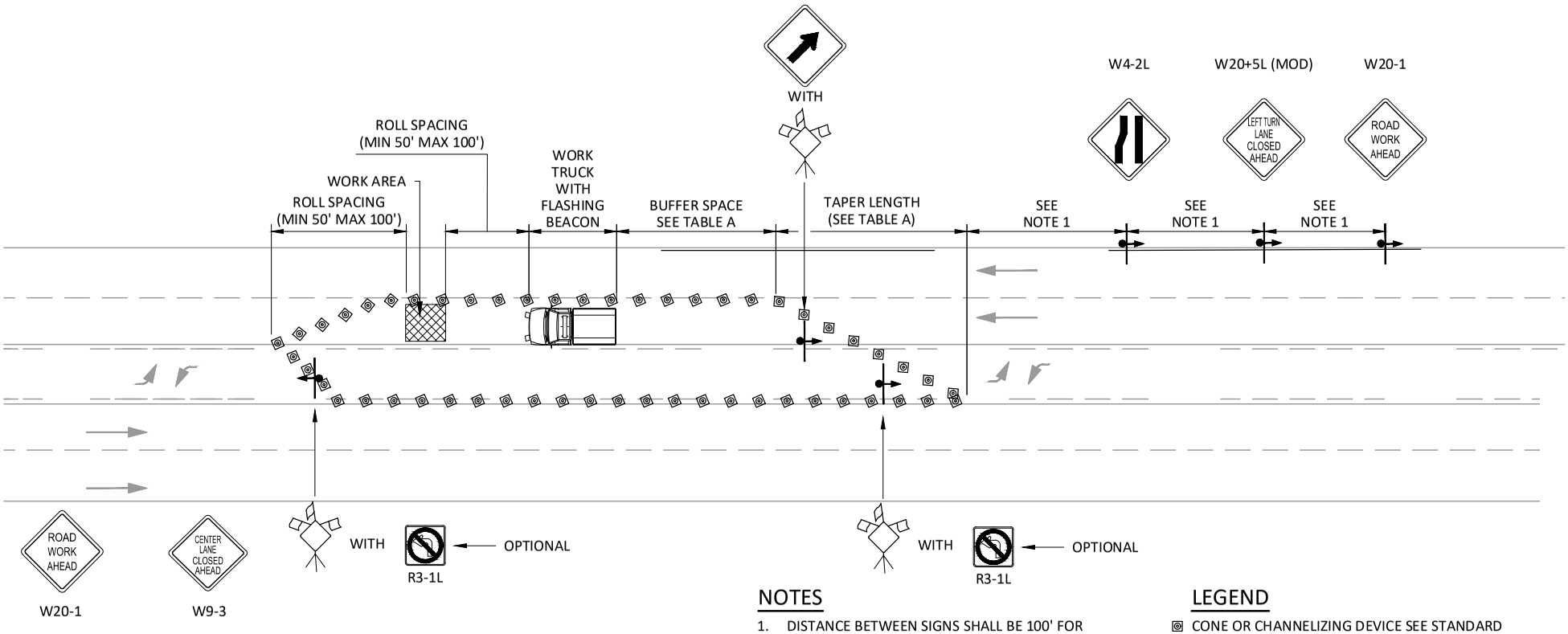
TITLE

TRAFFIC CONTROL PLAN
5 LANE ROADWAY WITH TWO WAY LEFT TURN LANE CLOSURE

STANDARD DRAWING No.

711

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD711.DWG



NOTES

1. DISTANCE BETWEEN SIGNS SHALL BE 100' FOR RESIDENTIAL STREETS (25 MPH) AND 350' FOR ARTERIAL ROADWAYS
2. FLASHING BEACON INSTALLED AT EACH SIGN FOR NIGHT-TIME USE (OPTIONAL).
3. DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
4. SPOTTERS REQUIRED WHENEVER THE CONTRACTOR MUST INTERRUPT TRAFFIC FLOW TO ACCESS THE WORK SITE WITH MATERIALS OR EQUIPMENT (FLAGGING REQUIRES 3 OR 4 SIGN SETUP).
5. SIGN SIZE PER MUTCD.
6. THIS PLAN IS PROVIDED AS A GUIDE ONLY. FOR SPECIFIC INFORMATION ON TRAFFIC CONTROL PLANS SEE CURRENT MUTCD.

LEGEND

▣ CONE OR CHANNELIZING DEVICE SEE STANDARD DRAWING 713.

TABLE A

SPEED (MPH)	TAPER LENGTH FOR SHIFT WIDTH		CONE SPACING (FT)		BUFFER SPACING (FT)
	5'	6'	TANGENT	TAPER	
25	26'	31'	25	20	55
30	38'	45'	30		85
35	51'	61'	35		120
40	67'	80'	40		170
45	113'	135'	45		220

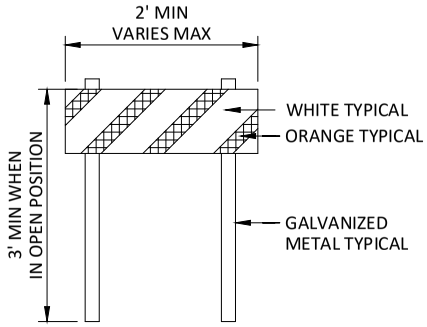
EVERETT WASHINGTON
PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	02/28/2018

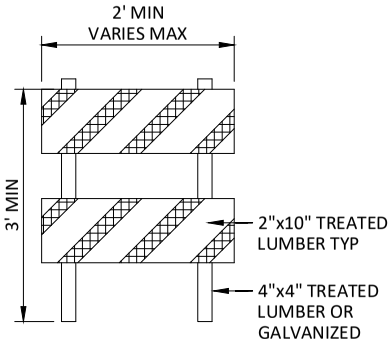
TITLE
TRAFFIC CONTROL PLAN
5 LANE ROADWAY
WITH LEFT LANE CLOSURE

STANDARD DRAWING No.
712

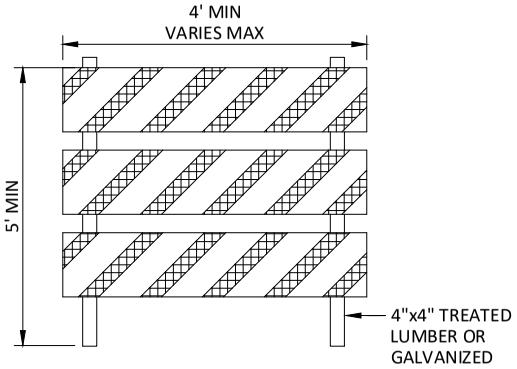
Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD712.DWG



TYPE 1 BARRICADE



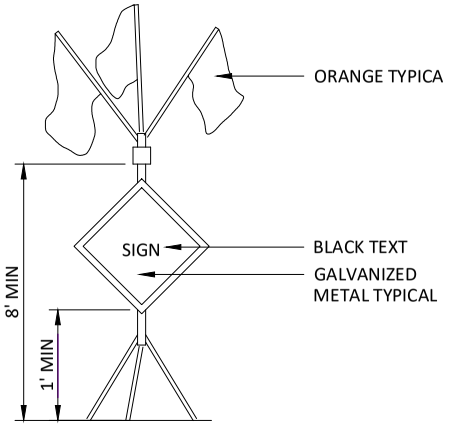
TYPE 2 BARRICADE



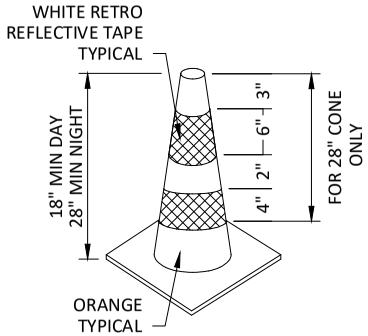
TYPE 3 BARRICADE

NOTES

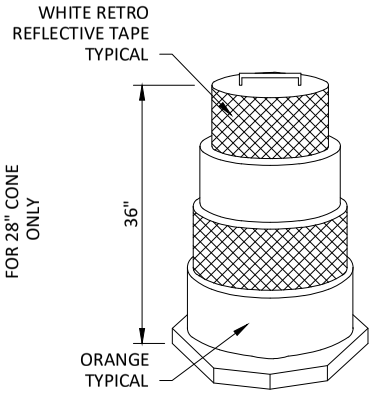
1. THIS PLAN IS PROVIDED AS A GUIDE ONLY. FOR SPECIFIC INFORMATION ON TRAFFIC CONTROL PLANS SEE CURRENT MUTCD.
2. SEE FIGURE 6F-2 OF THE MUTCD FOR OTHER METHODS OF MOUNTING SIGNS OTHER THAN ON POSTS
3. FOR ADDITIONAL INFORMATION REGARDING BARRICADES AND CHANNELIZING DEVICES SEE FIGURE 6F-4 IN MUTCD



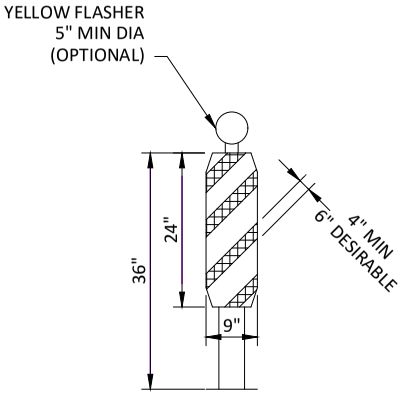
HIGH LEVEL WARNING DEVICE



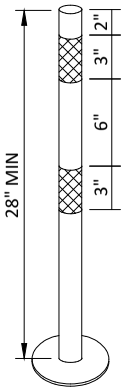
CONE



CHANNELIZING DRUM



VERTICAL PANEL



GUIDE POST

EVERETT WASHINGTON
PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	01/05/2017

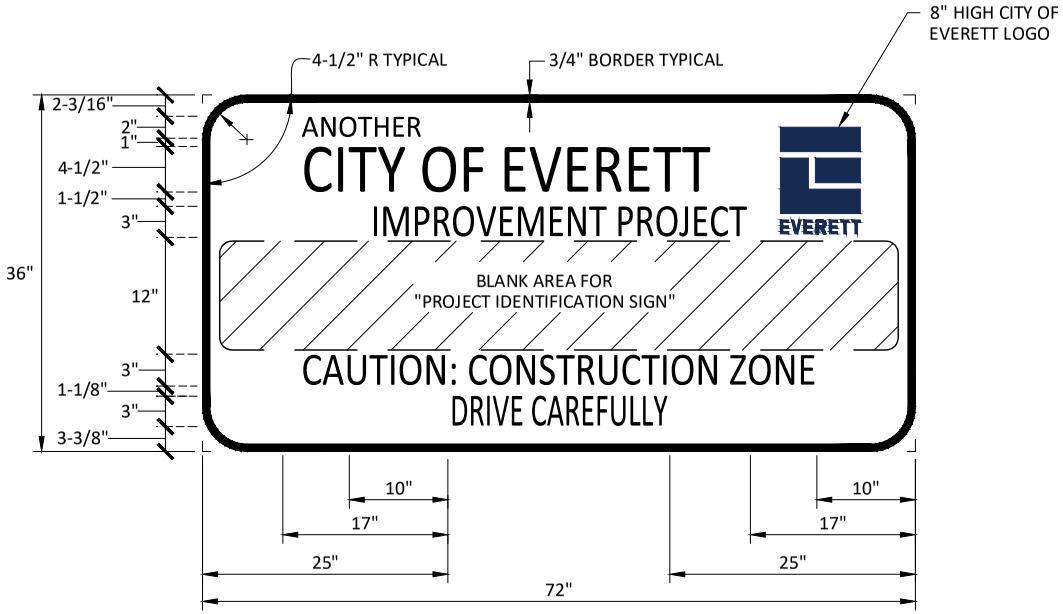
TITLE

TRAFFIC CONTROL DEVICES

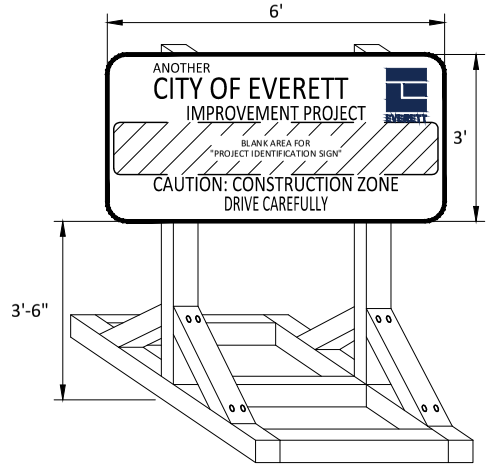
STANDARD DRAWING No.

713

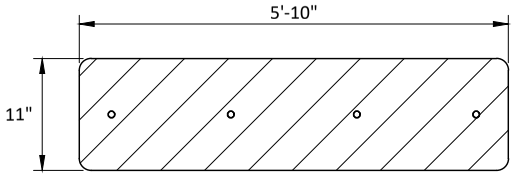
Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD713.DWG
PLOTED: 11/21/2022 10:53 AM



CONSTRUCTION/PROJECT IDENTIFICATION SIGN



CONSTRUCTION SIGN STAND



PROJECT IDENTIFICATION SIGN

NOTES

1. PROJECT INFORMATION SIGN SHALL BE A REMOVABLE METAL PLATE, SHEET ALUMINUM, 0.080 GAUGE, WITH 2 COATS OF INDUSTRIAL GRADE ENAMEL, 1-SHOT, COLOR 101-L WHITE OR EQUAL.
2. LETTERING SHALL BE 1 SHOT, COLOR 144-L MED. GREEN OR EQUAL. INFORMATION TO BE PROVIDED BY THE ENGINEER AND USED ON THE SIGN IN A STYLE AND MANNER CONSISTENT WITH LETTERING ON CONSTRUCTION IDENTIFICATION SIGN.
3. REMOVABLE PORTION OF SIGN SHALL BE ATTACHED TO WOODEN SIGN WITH FOUR(4) 1-1/2"X1/4" STAINLESS STEEL BOLTS WITH NUTS.
4. WOOD FRAME CONSTRUCTED WITH 4"x4" TREATED FIR LUMBER WITH GALVANIZED STEEL LAG BOLTS.
5. USE SANDBAGS ON BASE OF FRAME TO PREVENT OVERTURNING BY WIND GUSTS.
6. FINISHED FRAME TO BE PAINTED WITH WHITE EXTERIOR ENAMEL (2 COATS).
7. SIGN BOARD SHALL BE DURA-PLY, M.D.O. OR EQUAL, WITH 2 COATS OF EXTERIOR PRIMER-SEALER PLUS 2 COATS OF INDUSTRIAL GRADE ENAMEL, 1-SHOT, COLOR 101-L WHITE OR EQUAL. BORDER AND LETTERING SHALL BE 1-SHOT, COLOR 144-L MED. GREEN OR EQUAL FONT STYLE SHALL BE "ARIAL NARROW". LOGO TO BE SUPPLIED BY THE CITY OF EVERETT. SIGN AND COLORS TO BE APPROVED BY THE ENGINEER.
8. "PROJECT INFORMATION SIGN" INFORMATION TO BE PROVIDED BY THE ENGINEER.

EVERETT WASHINGTON **PUBLIC WORKS DEPARTMENT**

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev. Date
TOM HOOD	COREY HERT	PAUL WILHELM	ESH	06/28/2023

TITLE: PROJECT/CONSTRUCTION IDENTIFICATION SIGN

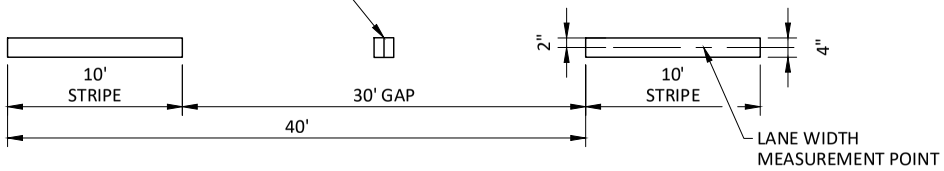
STANDARD DRAWING No. 714

Filename: T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD714.DWG
PLOTTED: 6/28/2023 2:35 PM

NOTES

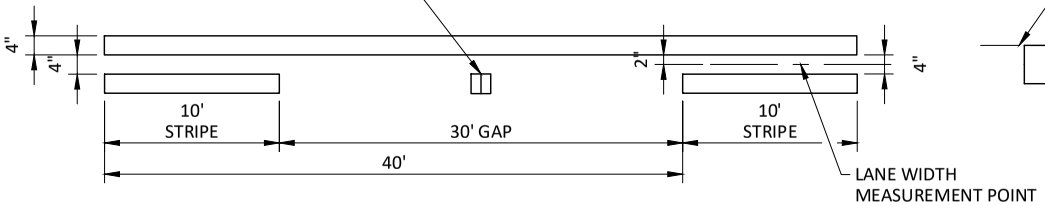
1. REFERENCES SEE STANDARD DRAWING 722
2. MATERIAL THICKNESS SHALL BE PER STANDARD SPECIFICATIONS 8-22.
3. UNLESS CALLED FOR IN THE PLANS, RAISED PAVEMENT MARKERS SHALL ONLY BE INSTALLED ON ARTERIAL STREETS.

TYPE 2W
(WHITE, ONE SIDE, ARTERIAL STREETS ONLY)

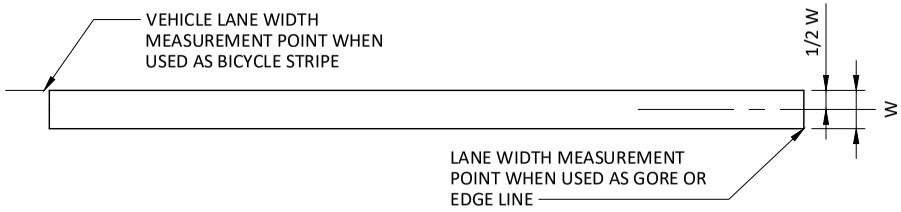


LANE LINE (WHITE)

TYPE 2YY
(YELLOW, BOTH SIDES, ARTERIAL STREETS ONLY)



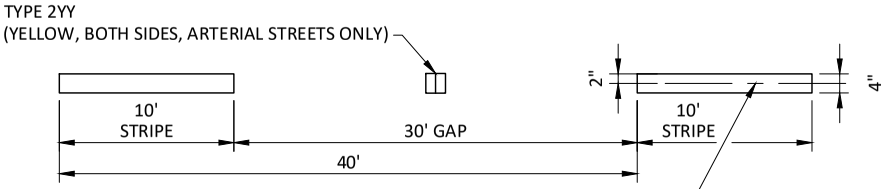
TWO WAY LEFT TURN LANE LINE (YELLOW)



GORE, X=8"; EDGE, W=4"; BICYCLE, W= 8"

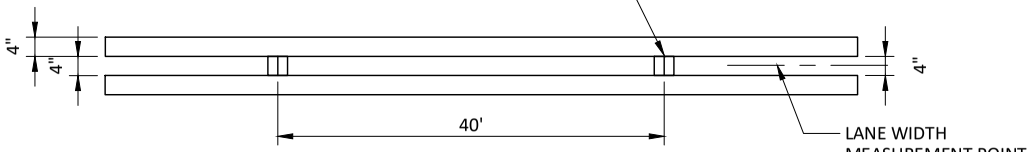
WIDE, EDGE AND BICYCLE LINE (WHITE)

TYPE 2YY
(YELLOW, BOTH SIDES, ARTERIAL STREETS ONLY)



SKIP CENTER LINE (YELLOW)

TYPE 2YY
(YELLOW, BOTH SIDES, ARTERIAL STREETS ONLY)



DOUBLE YELLOW CENTER LINE

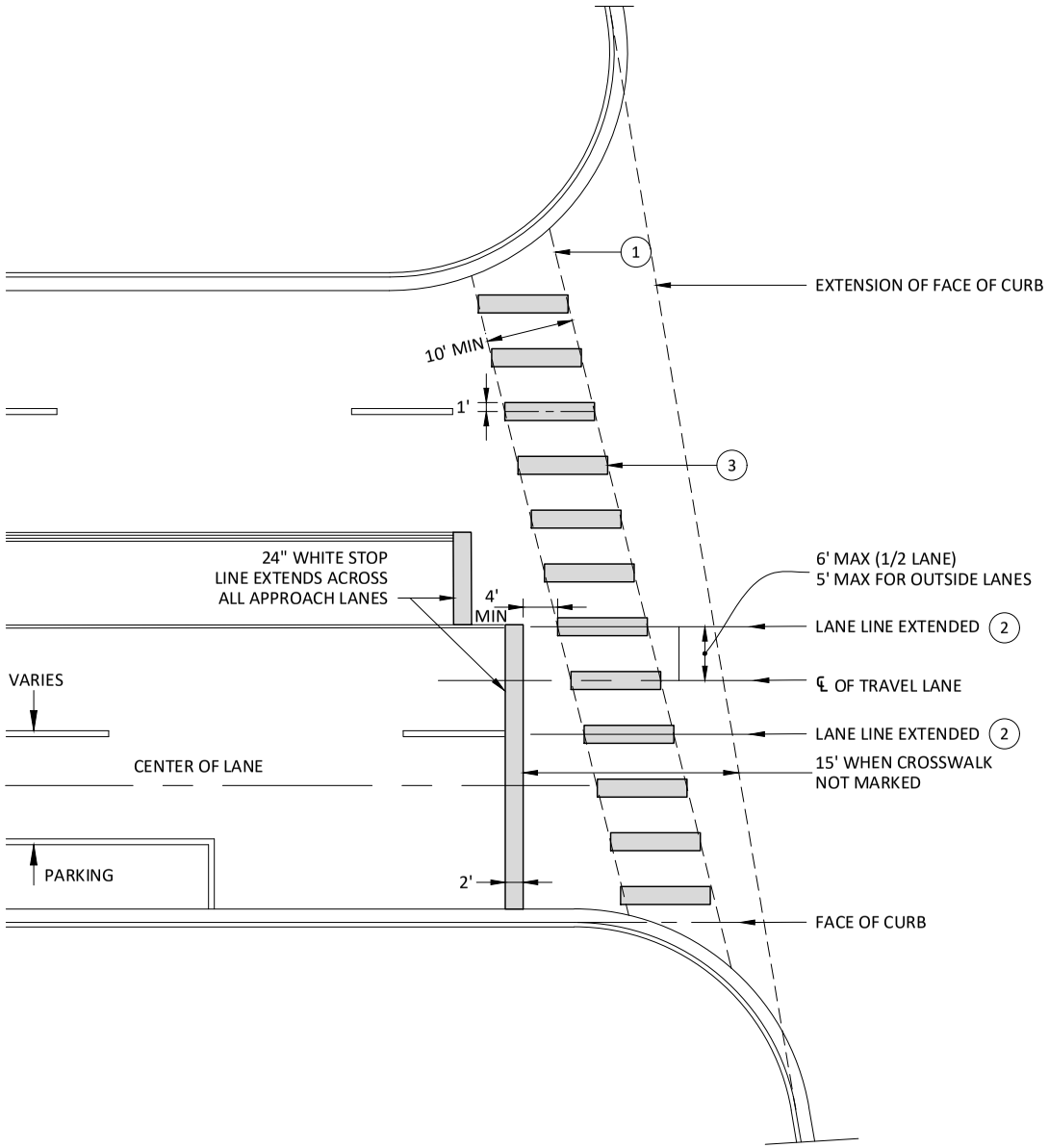
Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD720.DWG
PLOTTED: 11/21/2022 10:54 AM

EVERETT WASHINGTON
PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	12/30/2016

TITLE
ROADWAY STRIPING DETAILS

STANDARD DRAWING No.
720



NOTES

1. LEADING EDGE OF CROSSWALK BARS SHALL BE EVEN WITH A LINE BETWEEN THE MIDPOINTS OF ASSOCIATED CURB RETURNS, OR AS LOCATED BY FIELD ENGINEER. LOCATION MAY BE ADJUSTED TO ASSURE CURB RAMPS, IF PRESENT, ACCESS THE CROSSWALK.
2. FOR LANE WIDTHS OF 12' AND LESS CENTER LEADING EDGE OF BARS ON MIDPOINT OF LANE LINE EXTENDED.
3. FOR LANE WIDTHS GREATER THAN 12' SPACE BARS EVENLY BETWEEN LANE LINES WITH A MAXIMUM SPACE BETWEEN STRIPES OF 4'.
4. 2' WIDE X 10' LONG CROSSWALK BARS PARALLEL TO DIRECTION OF VEHICLE TRAVEL.
5. REFERENCES SEE STANDARD DRAWING 722.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	03/30/2017

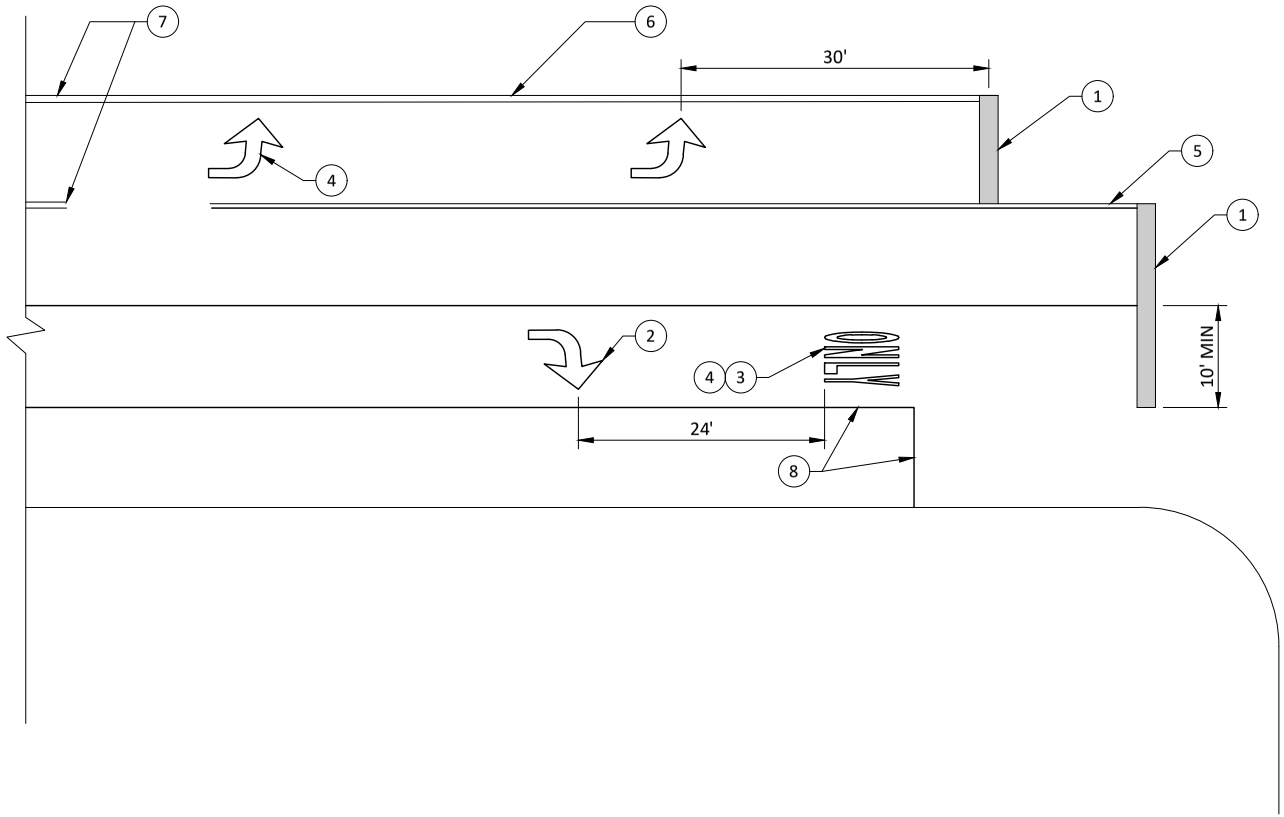
TITLE

TYPICAL STOP LINE AND CROSSWALK LAYOUT

STANDARD DRAWING No.

721

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD721.DWG
PLOTTED: 11/21/2022 10:54 AM



NOTES

1. STOP LINE AS REQUIRED BY ENGINEER, SEE CONSTRUCTION PLANS.
2. PAVEMENT MARKINGS (SYMBOLS, ETC) PER WSDOT/APWA STANDARD PLAN M24.40-02.
3. SIZE OF LEGENDS SUCH AS "ONLY", "SCHOOL", "STOP", ETC SHALL BE PER THE CURRENT MUTCD 3B, 7C. ONLY TO BE USED SPECIFICALLY FOR DROP LANES.
4. INTERMEDIATE PAVEMENT MARKINGS AND LEGENDS AS REQUIRED BY ENGINEER SEE PLANS.
5. 8" WHITE WIDE LINE, LENGTH PER CONSTRUCTION PLAN.
6. DOUBLE YELLOW CENTER STRIPE.
7. TWO WAY LEFT TURN STRIPE.
8. 4" WHITE PARKING STRIPE.

REFERENCES

A. WSDOT STANDARD SPECIFICATIONS SECTIONS 8-22 9-34 AND AMENDMENTS.

B. MUTCD PART 2, 3 AND 9C.

C. WSDOT/APWA STANDARD PLANS SECTION "M" ROADWAY DELINEATION.

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	12/30/2016

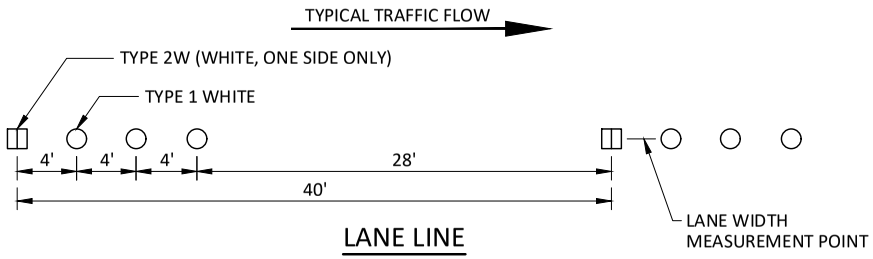
TITLE

TURN POCKET DETAIL

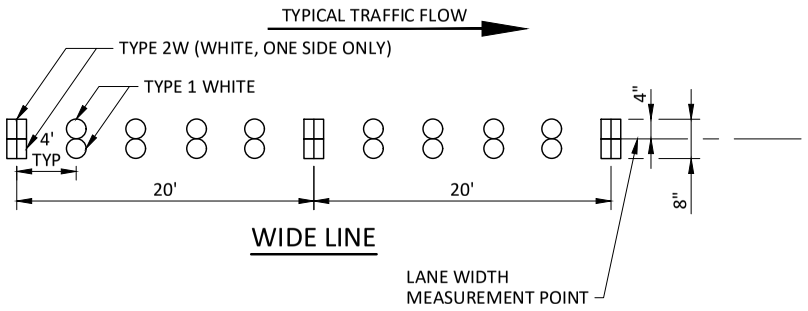
STANDARD DRAWING No.

722

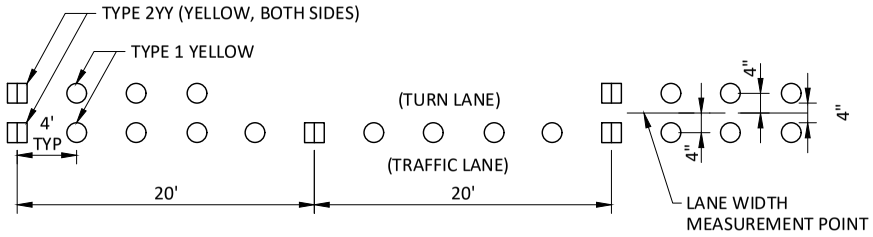
Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD722.DWG
PLOTTED: 11/21/2022 10:54 AM



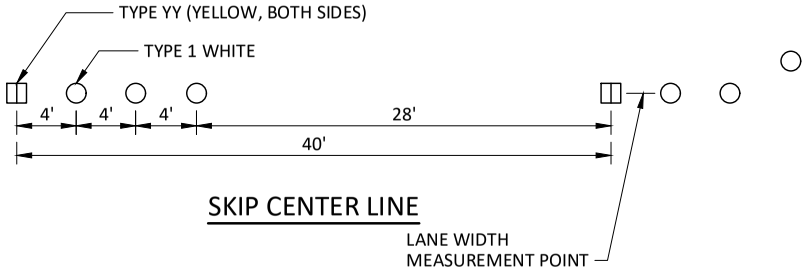
LANE LINE



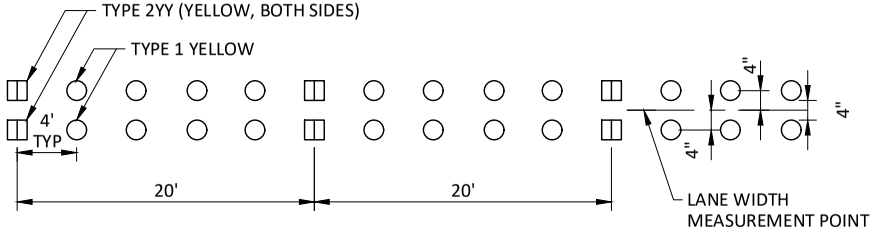
WIDE LINE



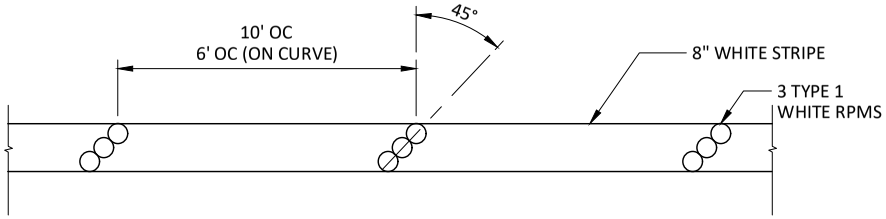
TWO WAY LEFT TURN LANE LINE



SKIP CENTER LINE



DOUBLE YELLOW CENTER LINE



ISLAND CHEVRON

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD725.DWG
PLOTTED: 11/21/2022 10:54 AM

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

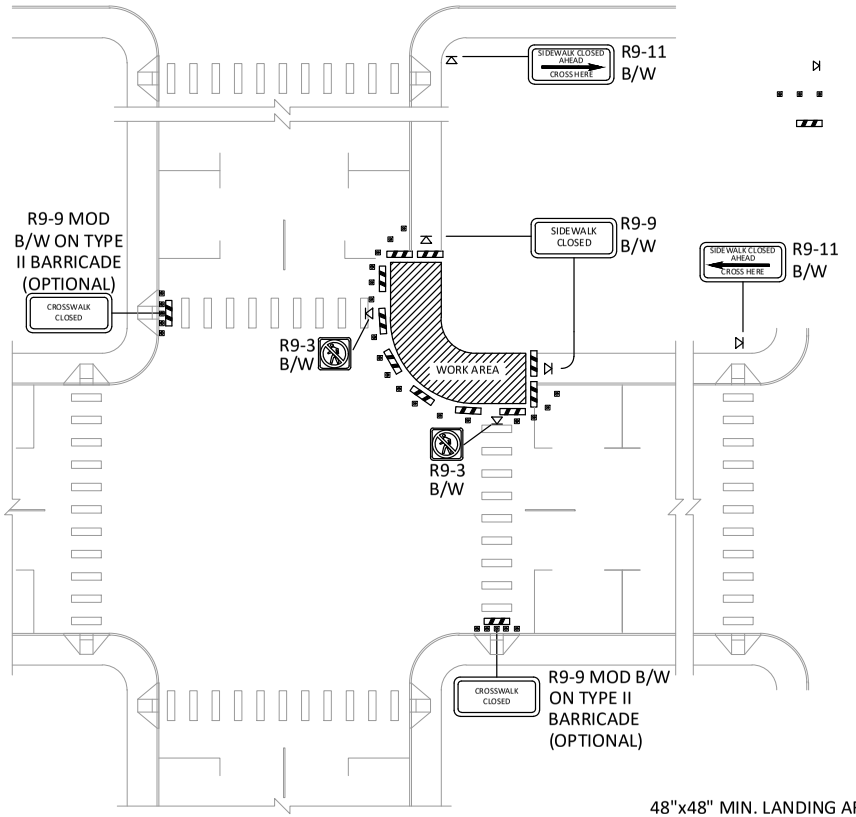
City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	COREY HERT	PAUL WILHELM	ESH	01/23/2017

TITLE

RAISED PAVEMENT MARKERS (RPM) LANE DETAILS

STANDARD DRAWING No.

725

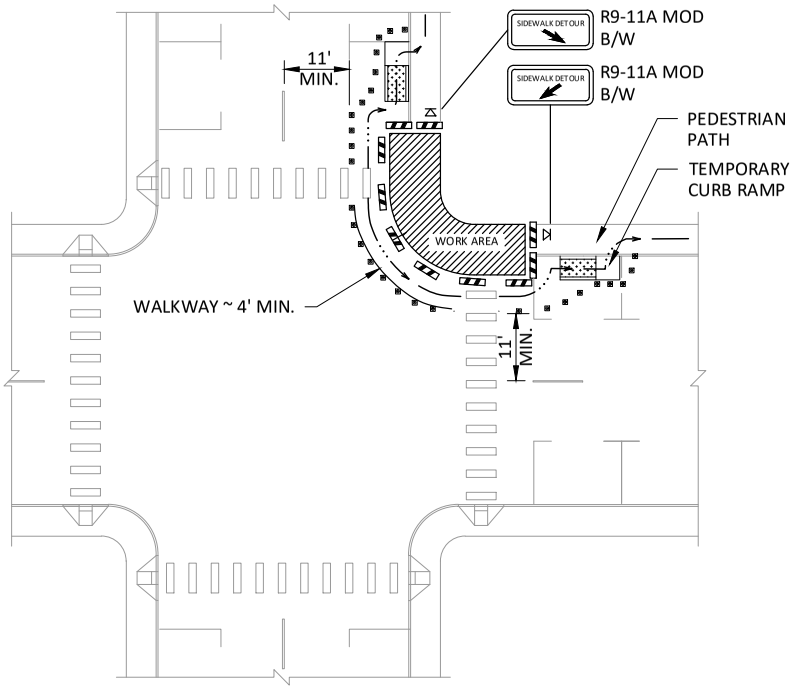


LEGEND

- SIGN LOCATION
- CHANNELIZING DEVICES
- TYPE 2 BARRICADE

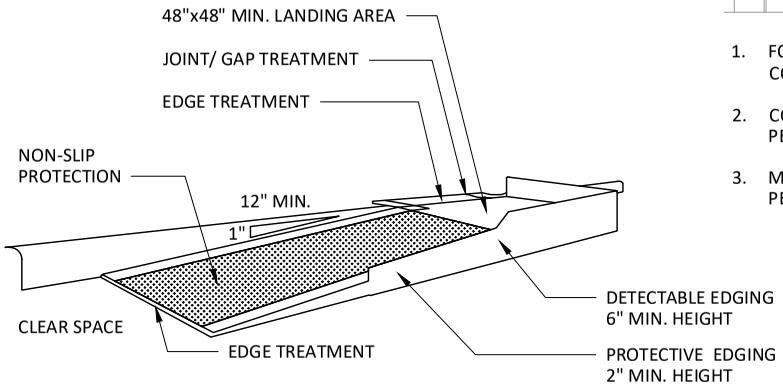
1. FOR SIGNS SIZE REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
2. COVER PEDESTRIAN PUSH BUTTONS AND DISPLAYS WITH BLACK PLASTIC (6 MIL. RECOMMENDED).

CROSSWALK CLOSURE



1. FOR SIGNS SIZE REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
2. CONTACT SIGNAL OPERATIONS TO PLACE SIGNAL IN PEDESTRIAN RECALL IF BUTTONS ARE NOT ACCESSIBLE.
3. MAINTAIN A MINIMUM WIDTH OF 4 FEET FOR PEDESTRIAN PATH.

SIDEWALK DETOUR



TEMPORARY CURB RAMP - PARALLEL TO CURB

EVERETT WASHINGTON

PUBLIC WORKS DEPARTMENT

City Engineer	Section Manager	CAD Manager	Drawn By	Current Rev Date
RYAN SASS	COREY HERT	PAUL WILHELM	BED	08/03/2017

TITLE

PEDESTRIAN CONTROL PLAN

CROSSWALK CLOSURE & SIDEWALK DETOUR

STANDARD DRAWING No.

726

Filename
T:\ACAD\EPS-COE DESIGN & CONSTR SPECS FOR DEVELOPMENT\IN-WORK\STD726.DWG

APPENDIX "B"

CHANGE ORDER FORMS

This page intentionally left blank.

EVERETT
WASHINGTON

Change Order No._____
Change Order Effective Date:_____

CITY OF EVERETT
Change Order

Project Title _____

Department _____

Work Order No. _____

Contractor: _____

Contract Award Date: _____

City Staff Contact: _____

Change Order No. _____

Change Order Effective Date _____

CONTRACT SUM

	Original Contract Sum	**Total of Previous Change Orders**	**This Change Order**	**Contract Sum After this Change Order**
Amount	$	$	$	$
+ WSST	$	$	$	$
Total	$	$	$	**$**

CONTRACT TIME

Original Contract Time	Working Days ☐ / Calendar Days ☐
Date of Notice to Proceed	
Cumulative adjustment to time by *prior* Change Orders	
Adjustment to time by *this* Change Order	
New Contract Time (i*ncluding* this Change Order)	

Change Order No._____

Change Order Effective Date:_____

Contractor and City agree as follows:

1. **The scope of Work shall be changed to the extent described in Exhibit A.**
2. **The amount of this Change Order for the changes described in Exhibit A, represents complete compensation for the changes described in Exhibit A, including all direct and indirect costs and impacts. The Contract Sum shall be adjusted as described in this Change Order.**
3. **Everett Municipal Code 3.80.050 sets forth the threshold amounts below which the Mayor or his designee is authorized to direct Contractor to perform additional work. In calculating such threshold amounts, Washington State sales tax, as applicable to the Work, has been considered.**
4. **The Contract Time of the Contract shall be adjusted to the extent described in this Change Order.**
5. **Contractor waives and releases any and all claims arising out of, or related to, this Change Order, the work described in Exhibit A, and all work and actual or constructive changes that occurred or began prior to the date of this Change Order, including, but not limited to, claims for equitable adjustment of time and compensation, delay, impact, overhead, or inefficiencies. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice**
6. **This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.**
7. **Signature(s) on this Change Order may be by pdf, email, fax or other electronic means, in which case such signature(s) will have the same effect as an original ink signature. This Change Order may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document**.

Change Order No._____

Change Order Effective Date:_____

CITY		
_____ Mayor Date: _____	Attest: _____ City Clerk Date: _____	Standard Document Approved as to Form Office of the City Attorney (5.13.22)

Recommended By:			
Construction Manager (if applicable) _____ Date: _____	Project Manager (if applicable) _____ Date: _____	Engineering Manager (if applicable) _____ Date: _____	Department Director _____ Date: _____

CONTRACTOR	
By _____ Officer	Date: _____

Change Order No._____

Change Order Effective Date:_____

Exhibit A—Description of Changed Work

EVERETT
WASHINGTON

Change Order No._____
Change Order Effective Date:_____

CITY OF EVERETT
Unilateral Change Order

Project Title _____

Department _____

Work Order No. _____

Contractor: _____

Contract Award Date: _____

City Staff Contact: _____

Change Order No. _____

Change Order Effective Date _____

CONTRACT SUM

	Original Contract Sum	**Total of Previous Change Orders**	**This Change Order**	**Contract Sum After this Change Order**
Amount	$	$	$	$
+ WSST	$	$	$	$
Total	$	$	$	**$**

CONTRACT TIME

Original Contract Time	Working Days ☐ / Calendar Days ☐
Date of Notice to Proceed	
Cumulative adjustment to time by *prior* Change Orders	
Adjustment to time by *this* Change Order	
New Contract Time (i*ncluding* this Change Order)	

Change Order No._____

Change Order Effective Date:_____

As allowed by the contract, the City directs the Contractor as follows:

1. **The Scope of Work shall be changed to the extent described in Exhibit A.**

2. **The Contract Sum shall be adjusted as described in this Change Order.**

3. **The duration of the Contract, and contractually scheduled completion date, shall be adjusted to the extent described in this Change Order.**

4. **Unless the Contractor timely and properly follows the procedures in the Contract Documents for seeking further equitable adjustment of time and compensation, including, but not limited to, delays, impacts, inefficiencies, overhead, and direct and indirect costs, and except as otherwise expressly provided herein, the Contractor will be barred from (a) asserting any claim for further adjustment of time and compensation arising out of, or relating to, the charges described in this Change Order or work described in Exhibit A and (b) asserting an equitable adjustment of time or price arising earlier than the date of this Change Order. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice.**

5. **This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.**

Change Order No._____

Change Order Effective Date:_____

CITY		
_____ Mayor Date: _____	Attest: _____ City Clerk Date: _____	Standard Document Approved as to Form Office of the City Attorney (5.13.22)

Recommended By:			
Construction Manager (if applicable) _____ Date: _____	Project Manager (if applicable) _____ Date: _____	Engineering Manager (if applicable) _____ Date: _____	Department Director _____ Date: _____

Change Order No._____

Change Order Effective Date:_____

Exhibit A—Description of Changed Work

APPENDIX "C"

PUGET SOUND CLEAN AIR AGENCY – EXCERPTS OF AIR QUALITY RULES

This page intentionally left blank.

ARTICLE 9: EMISSION STANDARDS

SECTION 9.03 EMISSION OF AIR CONTAMINANT: VISUAL STANDARD

Adopted 03/13/68 (12)
Revised 07/08/70 (126), 04/11/73 (186), 06/09/88 (621) 05/11/89 (643), 09/08/94 (798), 04/09/98 (865), 03/11/99 (881), 03/25/04 (1024)

(a) It shall be unlawful for any person to cause or allow the emission of any air contaminant for a period or periods aggregating more than 3 minutes in any 1 hour, which is:

(1) Darker in shade than that designated as No. 1 (20% density) on the Ringelmann Chart, as published by the United States Bureau of Mines; or

(2) Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke described in Section 9.03(a)(1).

(b) The density or opacity of an air contaminant shall be measured at the point of its emission, except when the point of emission cannot be readily observed, it may be measured at an observable point of the plume nearest the point of emission.

(c) This section shall not apply when the presence of uncombined water is the only reason for the failure of the emission to meet the requirements of this section.

(d) This section shall not apply to solid fuel burning devices, permitted fire training facilities, permitted obscurant usage during military training operations, outdoor fires, motor vehicles when operated on public roads, aircraft, or equipment subject to Section 9.04 of this regulation.

(e) This section shall not apply to equipment with an alternate opacity standard issued under Section 3.03 or Article 6 of this regulation that is based upon a correlation with the particulate concentration and that accurately indicates a violation of the applicable particulate emission standards in Section 9.09 of this regulation.

SECTION 9.04 OPACITY STANDARDS FOR EQUIPMENT WITH CONTINUOUS OPACITY MONITORING SYSTEMS

Adopted 04/09/98 (865)
Revised 03/25/04 (1024)

(a) Applicability. This section shall apply to all equipment required to be equipped with a continuous emission monitoring system for opacity.

(b) It shall be unlawful for any person to cause or allow the operation of any of the following equipment unless equipped with a continuous emission monitoring system for opacity:

(1) Cement kilns;

(2) Clinker coolers;

(3) Glass furnaces, rated at greater than 1 ton per hour, that burn fuel;

(4) Fuel burning equipment, rated at 100 million Btu per hour or greater, that burns wood, coal, or residual oil; and

(5) Refuse burning equipment rated at greater than 12 tons per day.

(c) It shall be unlawful for any person to cause or allow the emission of any air contaminant from any equipment subject to this section during any hour that:

(1) Averages greater than 5% opacity; or

(2) Contains any consecutive 6-minute period averaging greater than 20% opacity.

(d) Section 9.04(c)(1) shall not apply to:

(1) Glass furnaces that are tested annually for compliance with the applicable particulate emission standard in Section 9.09 of this regulation; or

(2) Equipment with an alternate opacity standard issued under Section 3.03 or Article 6 of this regulation that is based upon a correlation with the particulate concentration and that accurately indicates a violation of the applicable particulate emission standards in Section 9.09 of this regulation.

(e) This section shall not apply to sources controlled by a venturi scrubber, provided that:

(1) The source is tested annually for compliance with the applicable particulate emission standard in Section 9.09 of this regulation;

(2) The pressure drop across the scrubber is continuously monitored and recorded; and

(3) The scrubbing liquid flow rate and temperature are continuously monitored and recorded.

(f) This section shall not apply to fuel burning equipment that burns residual oil less than 31 days per year, provided that the source implements an alternate opacity monitoring plan issued under Section 3.03 or Article 6 of this regulation.

SECTION 9.05 REFUSE BURNING

Adopted 03/13/68 (12)
Revised 06/09/88 (621), 12/09/93 (769)

(a) It shall be unlawful for any person to cause or allow the burning of combustible refuse except in a multiple chamber incinerator provided with control equipment.

(b) It shall be unlawful for any person to cause or allow the operation of refuse burning equipment any time other than daylight hours.

SECTION 9.07 SULFUR DIOXIDE EMISSION STANDARD

Adopted 03/13/68 (12)
Revised 07/08/70 (126), 02/21/74 (230), 02/13/86 (597), 06/09/88 (621), 04/14/94 (784)

It shall be unlawful for any person to cause or allow the emission of sulfur dioxide from any source in excess of 1,000 parts per million by volume on a dry basis, 1-hour average (corrected to 7% oxygen for fuel burning equipment and refuse burning equipment).

SECTION 9.08 FUEL OIL STANDARDS

Adopted 06/13/85 (579)
Revised 02/13/86 (597), 04/14/94 (784), 03/25/04 (1024)

(a) It shall be unlawful for any person to cause or allow the combustion of oil in fuel burning equipment or refuse burning equipment that exceeds any of the following limits unless that person has obtained an Order of Approval from the Agency in accordance with Article 6 of this regulation:

Ash	0.1% (maximum)
Sulfur	1.0% (maximum for used oil)
Sulfur	2.00% (maximum for fuel oil)
Lead	100 ppm (maximum)
Arsenic	5 ppm (maximum)
Cadmium	2 ppm (maximum)
Chromium	10 ppm (maximum)
Total Halogens	1,000 ppm (maximum)
Polychlorinated Biphenyls (PCBs)	2 ppm (maximum)
Flash Point	100°F (minimum)

(b) It shall be unlawful for any person to sell or make available for sale any oil in excess of the limits of this section to any person who has not obtained an Order of Approval from the Agency in accordance with Article 6 of this regulation. Any person who sells or makes available for sale such oil shall submit a report to the Agency within 15 days of the end of the month that includes the name and address of the recipient, the amount of oil delivered, and the concentration of contaminants therein.

(c) The provisions of this section shall not apply to:

(1) Ocean-going vessels;

(2) Used oil burned in space heaters that have a maximum heat output of not greater than 0.5 million Btu per hour; and

(3) Persons in the business of collecting used oil from residences when under authorization by a city, county, or the utilities and transportation commission.

SECTION 9.09 PARTICULATE MATTER EMISSION STANDARDS

Adopted 03/13/68 (12)
Revised 07/08/70 (126), 11/10/71 (135), 10/10/73 (214), 02/13/86 (597), 06/09/88 (621), 05/11/89 (643), 02/10/94 (777), 04/09/98 (865)

It shall be unlawful for any person to cause or allow the emission of particulate matter in excess of the following concentrations:

Refuse Burning Equipment:

1. Rated at 12 tons per day or less without heat recovery and without hydrochloric acid control equipment ..... 0.10 gr/dscf @ 7% O_2
2. Rated at 12 tons per day or less without heat recovery and with hydrochloric acid control equipment ..... 0.05 gr/dscf @ 7% O_2
3. Rated at 12 tons per day or less with heat recovery ..... 0.02 gr/dscf @ 7% O_2
4. Rated at greater than 12 tons per day ..... 0.01 gr/dscf @ 7% O_2

Fuel Burning Equipment:

1. Burning wood ..... 0.20 gr/dscf @ 7% O_2
2. Burning wood and installed after March 13, 1968 or located within the urbanized area ..... 0.10 gr/dscf @ 7% O_2
3. Burning wood, rated at 100 million Btu per hour or greater, and located within the urbanized area ..... 0.04 gr/dscf @ 7% O_2
4. Burning wood and installed after March 1, 1986 ..... 0.02 gr/dscf @ 7% O_2
5. Burning fuel other than wood ..... 0.05 gr/dscf @ 7% O_2
6. Burning coal or other solid fossil fuel and installed after March 1, 1986 ..... 0.01 gr/dscf @ 7% O_2

Equipment Used in a Manufacturing Process: ..... 0.05 gr/dscf

SECTION 9.10 EMISSION OF HYDROCHLORIC ACID Adopted 06/09/88 (621)

(a) It shall be unlawful for any person to cause or allow the emission of hydrochloric acid from any equipment in excess of 100 ppm on a dry basis, 1-hour average corrected to 7% oxygen for combustion sources.

(b) It shall be unlawful for any person to cause or allow the emission of hydrochloric acid from any refuse burning equipment rated at greater than 12

tons per day in excess of 30 ppm on a dry basis, 1-hour average corrected to 7% oxygen.

SECTION 9.11 EMISSION OF AIR CONTAMINANT: DETRIMENT TO PERSON OR PROPERTY

Adopted 03/13/68 (12)
Revised 06/09/83 (536), 03/11/99 (882)

(a) It shall be unlawful for any person to cause or allow the emission of any air contaminant in sufficient quantities and of such characteristics and duration as is, or is likely to be, injurious to human health, plant or animal life, or property, or which unreasonably interferes with enjoyment of life and property.

(b) With respect to odor, the Agency may take enforcement action under this section if the Control Officer or a duly authorized representative has documented all of the following:

(1) The detection by the Control Officer or a duly authorized representative of an odor at a level 2 or greater, according to the following odor scale:

level 0 – no odor detected;

level 1 – odor barely detected;

level 2 – odor is distinct and definite, any unpleasant characteristics recognizable;

level 3 – odor is objectionable enough or strong enough to cause attempts at avoidance; and

level 4 – odor is so strong that a person does not want to remain present;

(2) An affidavit from a person making a complaint that demonstrates that they have experienced air contaminant emissions in sufficient quantities and of such characteristics and duration so as to unreasonably interfere with their enjoyment of life and property; and

(3) The source of the odor.

(c) Nothing in this Regulation shall be construed to impair any cause of action or legal remedy of any person, or the public for injury or damages arising from the emission of any air contaminant in such place, manner or concentration as to constitute air pollution or a common law nuisance.

SECTION 9.13 EMISSION OF AIR CONTAMINANT: CONCEALMENT AND MASKING RESTRICTED

Adopted 03/13/68 (12)
Revised 06/09/88 (621)

(a) It shall be unlawful for any person to cause or allow the installation or use of any device or use of any means which, without resulting in a reduction in the total amount of air contaminant emitted, conceals an emission of air contaminant which would otherwise violate this article.

(b) It shall be unlawful for any person to cause or allow the installation or use of any device or use of any means designed to mask the emission of an air contaminant which causes detriment to health, safety or welfare of any person.

SECTION 9.15 FUGITIVE DUST CONTROL MEASURES

Adopted 03/13/68 (12)
Revised 06/09/83 (536), 06/09/88 (621), 08/10/89 (644), 03/11/99 (882)

(a) It shall be unlawful for any person to cause or allow visible emissions of fugitive dust unless reasonable precautions are employed to minimize the emissions. Reasonable precautions include, but are not limited to, the following:

(1) The use of control equipment, enclosures, and wet (or chemical) suppression techniques, as practical, and curtailment during high winds;

(2) Surfacing roadways and parking areas with asphalt, concrete, or gravel;

(3) Treating temporary, low-traffic areas (e.g., construction sites) with water or chemical stabilizers, reducing vehicle speeds, constructing pavement or rip rap exit aprons, and cleaning vehicle undercarriages before they exit to prevent the track-out of mud or dirt onto paved public roadways; or

(4) Covering or wetting truck loads or allowing adequate freeboard to prevent the escape of dust-bearing materials.

(b) Compliance with the provisions of this section shall not relieve any person from the responsibility to comply with Section 9.11 of this regulation.

SECTION 9.16 SPRAY-COATING OPERATIONS

Adopted 06/13/91 (700)
Revised 07/08/99 (886), 07/12/01 (944), 02/22/07 (1089), 10/28/10 (1200)

(a) Applicability. This section applies to indoor and outdoor spray-coating operations when a coating that protects or beautifies a surface is applied with spray-coating equipment, except as exempted in Section 9.16(b) of this regulation. Mobile spray-coating operations for motor vehicles or motor vehicle components are subject to Section 9.16(e) of this regulation.

(b) Exemptions. The following activities are exempt from the provisions of Sections 9.16(c), (d), and (e) of this regulation. Persons claiming any of the following exemptions shall have the burden of demonstrating compliance with the claimed exemption.

(1) Application of architectural or maintenance coatings to stationary structures (e.g., bridges, water towers, buildings, stationary machinery, or similar structures);

(2) Aerospace coating operations subject to 40 CFR Part 63, Subpart GG. This includes all activities and materials listed in 40 CFR 63.741(f);

(3) Use of high-volume, low-pressure (HVLP) spray guns when:

(A) spray-coating operations do not involve motor vehicles or motor vehicle components;

(B) the gun cup capacity is 8 fluid ounces or less;

(C) the spray gun is used to spray-coat less than 9 square feet per day per facility;

(D) coatings are purchased in containers of 1 quart or less; and

(E) spray-coating is allowed by fire department, fire marshal, or other government agency requirements.

(4) Use of air-brush spray equipment with 0.5 to 2.0 CFM airflow and a maximum cup capacity of 2 fluid ounces, provided that persons claiming exemption from Section 9.16(e) of this regulation register with the Agency in accordance with Article 5 of this regulation and provide a copy of the current Agency registration document to each new customer before starting work at a site;

(5) Use of hand-held aerosol spray cans with a capacity of 1 quart or less; or

(6) Indoor application of automotive undercoating materials using organic solvents having a flash point in excess of 100°F.

(c) General Requirements for Indoor Spray-Coating Operations. It shall be unlawful for any person subject to the provisions of this section to cause or allow spray-coating inside a structure, or spray-coating of any motor vehicles or motor vehicle components, unless all of the following requirements are met:

(1) Spray-coating is conducted inside an enclosed spray area;

(2) The enclosed spray area employs either properly seated paint arresters, or water-wash curtains with a continuous water curtain to control the overspray; and

(3) All emissions from the spray-coating operation are vented to the atmosphere through an unobstructed vertical exhaust vent.

(d) General Requirements for Outdoor Spray-Coating Operations. It shall be unlawful for any person subject to the provisions of this section to cause or allow spray-coating outside an enclosed structure unless reasonable precautions are employed to minimize the overspray. Reasonable precautions include, but are not limited to the use of:

(1) Enclosures and curtailment during high winds; and

(2) High-volume low-pressure (HVLP), low-volume low-pressure (LVLP), electrostatic, or air-assisted airless spray equipment. Airless spray equipment may be used where low viscosity and high solid coatings preclude the use of higher-transfer efficiency spray equipment.

(e) General Requirements for Mobile Spray-Coating Operations. It shall be unlawful for any person to cause or allow the spray-coating of any motor vehicle or motor vehicle component outside of a structure required by Section 9.16(c) of this regulation, unless all the following requirements are met:

(1) Conduct all spray-coating in a portable frame-and-fabric shelter consisting of a fabric roof and three fabric sides or similar portable shelter consisting of a roof and three sides.

(A) Disassemble and remove the portable shelter from the site at the end of each day.

(B) Do not conduct mobile spray-coating operations for more than 5 consecutive calendar days at any site and not more than 14 days during any calendar month at the same site.

(2) Do not apply more than 8 ounces of coating to any single vehicle.

(3) Do not apply coating to more than 9 square feet of any single vehicle.

(4) Do not prepare a surface area for spray-coating greater than 9 square feet per any single vehicle. The measured surface area prepared for spray-coating shall include, but is not limited to all areas that are filled, ground, sanded, or inside masking.

(5) Use only HVLP spray guns or spray equipment with equivalent transfer efficiency (greater than or equal to 65%) and with a paint cup capacity less than or equal to 3.0 fluid ounces.

(6) Minimize evaporative emissions by collecting all organic solvents used for cleanup of equipment in a closed-loop or contained system; keeping all containers of paints and organic solvents closed except when materials are being added, mixed, or removed; and storing solvent rags in closed containers.

(7) Post a sign that is visible to the public and shows the name of the company and current telephone contact information for complaints. Record information regarding complaints received and investigate complaints regarding odor, overspray, or nuisance as soon as possible, but no later than 1 hour after receipt of a complaint. As part of the investigation, determine the wind direction during the time of the complaint. If the cause of a valid complaint cannot be corrected within 2 hours of the time the complaint was received, shut down the operation until corrective action is completed.

(8) Complete the following records for each vehicle when finished with that vehicle:

(A) Customer identification, address where work was performed, date, time, and the name of the person completing the record;

(B) Identification of each vehicle and vehicle component repaired; and

(C) Quantity (in ounces) of each VOC-containing material used on each vehicle.

All records must be kept current, retained for at least 2 years, and made available to Agency representatives upon request.

(9) Provide a copy of the current Agency registration document to each customer prior to starting work at a site.

(f) Compliance with Other Regulations. Compliance with this regulation does not exempt any person from compliance with Regulation I, Section 9.11 and all other applicable regulations including those of other agencies.

SECTION 9.18 CRUSHING OPERATIONS Adopted 01/26/12 (1232)

(a) This section shall apply to all equipment processing nonmetallic minerals located at a source crushing nonmetallic minerals as defined in 40 CFR 60.671.

(b) General Requirements. It shall be unlawful for any person subject to the provisions of this section to cause or allow the emission of any air contaminant in excess of the following emission limits:

(1) The visible emission limits in (A), (B), and (C) are applicable for any period or periods aggregating more than 3 minutes in any one hour.

(A) Each grinding mill, screening operation, bucket elevator, transfer points on belt conveyors, bagging operation, storage bin, enclosed truck or railcar loading station with operating control equipment shall not exhibit greater than 7 percent opacity.

(B) Each crusher with operating control equipment shall not exhibit greater than 12 percent opacity.

(C) Each crusher, grinding mill, screening operation, bucket elevator, transfer points on belt conveyors, bagging operation, storage bin, enclosed truck or railcar loading station exhausting particulate through a stack equipped with an operating fabric filter or operating wet scrubber exhaust shall not exhibit greater than 7 percent opacity.

(2) Each crusher, grinding mill, screening operation, bucket elevator, transfer points on belt conveyors, bagging operation, storage bin, enclosed truck or railcar loading station exhausting particulate through a stack shall meet a particulate matter limit of 0.01 grains per dry standard cubic foot of exhaust as measured by EPA Method 5.

(3) Each crusher, grinding mill, screening operation, bucket elevator, transfer point on a conveyor belt, bagging operation, storage bin, enclosed truck or railcar loading station without operating control equipment shall not exhibit visible emissions.

(4) For the purpose of this section, "Control Equipment" shall mean either fabric filter, wet scrubber, water sprays, or other dust suppression techniques which effectively reduce visible emissions from the emission units observed.

(c) Testing conducted to verify compliance with the requirements of this section shall be performed in accordance with the Puget Sound Clean Air Agency Regulation I, Section 3.07.

(d) Compliance with Other Regulations. Compliance with this regulation does not exempt any person from compliance with Regulation I, Sections 9.03, 9.11, 9.15 and all other applicable regulations including those of other agencies.

SECTION 9.20 MAINTENANCE OF EQUIPMENT

Adopted 12/09/82 (531)
Revised 06/09/88 (621)

(a) It shall be unlawful for any person to cause or allow the operation of any features, machines or devices constituting parts of or called for by plans, specifications, or other information submitted pursuant to Article 6 of Regulation I unless such features, machines or devices are maintained in good working order.

(b) It shall be unlawful for any person to cause or allow the operation of any equipment as defined in Section 1.07 or control equipment not subject to Section 9.20(a) unless the equipment or control equipment is maintained in good working order.

APPENDIX "D"

NOISE ORDINANCE AND VARIANCE LETTER

This page intentionally left blank.

EVERETT
WASHINGTON

ORDINANCE NO. 4076-25

AN ORDINANCE relating to Noise Control, repealing, amending, and recodifying certain sections of Chapter 20.08 of the Everett Municipal Code.

WHEREAS,

A. Chapter 20.08 EMC has not been updated in almost ten years. One purpose of this ordinance is to repeal those.

B. Chapter 20.08

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The following sections of chapter 20.08 EMC are repealed:

20.08.030 (Environmental sound—Unlawful sounds designated);

20.08.050 (Environmental sound—Modifications to maximum permissible noise levels);

20.08.130 (Administrator established—Qualifications, powers and duties);

20.08.220 (Enforcement Violation--Penalty);

Section 2. EMC 20.08 is amended as follows:

20.08.005 Purpose—Liability.

A. It is expressly the purpose of this chapter to provide for and promote the health, safety and welfare of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.

B. Nothing contained in this chapter is intended to be nor shall be construed to create or form the basis for any liability on the part of the city, its officers, employees or agents, for any injury or damage resulting from the failure of anyone to comply with the provisions of this chapter, or by reason or in consequence of any inspection, notice, order, certificate, permission or approval authorized or issued or done in connection with the implementation or enforcement pursuant to this chapter, or by reason of any action or inaction on the part of the city related in any manner to the enforcement of this chapter by its officers, employees or agents.

20.08.010 Declaration of policy—Findings of special conditions.

A. Declaration of Policy. It is hereby declared to be the policy of the city to minimize the exposure of citizens to the harmful physiological and psychological effects of excessive noise. It is the express intent of the city council to control the level of noise and to promote and preserve the public health, safety, and welfare while affording protection to free speech activity as required by applicable constitutional law. It is the express intent of the city council to control the level of noise in a manner which promotes commerce; the use, value, and enjoyment of property; sleep and repose; the quality of the environment; and which enables all residents of the city to peacefully coexist in a manner which is mutually respectful of the interests and rights of others.

B. Findings of Special Conditions. The problem of noise in the city has been studied since 1972 by the city. On the basis of this experience and knowledge of conditions within the city, the city council finds that special conditions exist within the city which makes necessary any and all differences between this chapter and the regulations adopted by the Department of Ecology.

C. Types of Noise.

1. The City's different zoning districts establish lawful uses which can be anticipated to produce noise at certain reasonable levels associated with these uses. The provisions of EMC Section 20.08.050 utilize thresholds consistent with those set forth in Chapter 70A.20 RCW entitled "Noise Control" and Chapter 173-60 WAC entitled "Maximum Environmental Noise Levels." Regulation of noise due to the use of property for commercial and industrial purposes or operation of fixed equipment in any zone is appropriate for the use of noise measuring devices and a decibel-based approach. Properly trained and certified City staff or a certified consultant trained in the field of sound level measurement can be utilized in these situations when warranted.

2. Sporadic noise that is loud and raucous, such as noise due to social gatherings, car repair, landscape maintenance, or amplified music, and noise generated for the purpose of annoyance, is episodic in nature and subject to the plainly audible standard. The provisions of EMC Section 20.08.090 are aimed at those situations that are difficult or impossible to address through sound level measurement. In this instance, the plainly audible standard is warranted.

C. Enforcement. In any proceeding under this chapter, unless specifically required by regulations adopted herein by reference, evidence of sound level through the use of a sound level meter reading shall not be necessary to establish the commission of the violation.

D. Administration. The administrator shall have the authority to administer and enforce this chapter and is authorized to adopt procedures, policies, rules or guidelines; and conduct inspections.

20.08.015 Adoption of state laws and regulations by reference.

Chapters 46.37 and 70A.20 RCW, Chapters 173-58, 173-60 and 173-62 WAC as existing on the date of enactment of the ordinance codified in this chapter or as hereafter amended by the

state of Washington or applicable agencies, is hereby adopted by reference as if fully set forth herein.

20.08.020 Definitions.

All technical terminology used in this chapter not defined herein shall be interpreted in conformance with American National Standards Institute Specifications Section 1.4-2014 as it currently exists or is later amended. For purposes of this chapter, the words and phrases used herein shall have the meaning indicated below:

A. "Administrator" means ~~the noise control administrator as established in Section 20.08.130, or designee~~ the Chief of Police or Building Official of the City of Everett, as applicable, or their designee.

B. "dB(A)" means a sound level, measured in decibels, using the A frequency-weighting network of a sound level meter.

C. "City" means the City of Everett, Washington.

~~C.~~ D. "District" means the land use zones to which the provisions of this chapter are applied. For the purposes of this chapter the following noise control districts shall be established which include land use zones designated in the Everett zoning code as follows:

Noise Control District	Land Use Zones
1. District I	All residentially zoned districts including but not limited to R.S., R-1, ~~R-1A~~ R-2, R-2A, ~~R-3, R-3L, R-4, R-5~~, and UR3 and UR4.
2. District II	All business and commercially zoned districts including but not limited to NB, B, MU, LI1, LI2 and HI ~~B-1, B-2, UM, BMU, E1, E-1 MUO, C-1, C-1R, C-2 and ULI.~~
3. District III	All agricultural and manufacturing zoned districts including but not limited to ~~A, M-M, M-1, M-S, W-C and all other~~

Noise Control District	Land Use Zones
	~~nonresidential, nonbusiness and noncommercially zoned districts~~P-0S, and WRM (See EMC 19.03.010 as currently enacted or hereafter amended for all current zones).

For any land use zone not listed in this subsection C, the Administrator may determine that the zone is substantially similar to a zone listed in this subsection C and may classify it similarly for purposes of this chapter.

~~D.~~ F. "Emergency work" means work made necessary to restore property to a safe condition following a public calamity, work required to protect persons or property from imminent exposure to danger, or work by private or public utilities for providing or restoring immediately necessary utility service.

G. "Impulse sound" means sound having the following qualities: the peak of the sound level is less than one (1) second and short compared to the occurrence rate; the onset is abrupt; the decay rapid; and the peak value exceeds the ambient level by more than ten (10) dB(A).

H. "Leq" means the equivalent sound level, which is the constant sound level in a given time period that conveys the same sound energy as the actual time-varying A-weighted sound. The applicable time period for the Leq must be specified.

~~E. "Gross vehicle weight rating" means the value specified by the manufacturer as the recommended maximum loaded weight of a single vehicle.~~

~~F.~~ I. "Motorcycle" means any motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, except farm tractors and such vehicles powered by engines of less than five horsepower.

~~G.~~ J. "Motor vehicle" means any vehicle which is self-propelled, used primarily for transporting persons or property upon public highways, and required to be licensed under RCW 46.16A.030. (Aircraft, watercraft, and vehicles used on rails or tracks are not motor vehicles as that term is used herein.)

~~H.~~ K. "New motor vehicle" means a motor vehicle manufactured after December 31, 1976, the

equitable or legal title of which has never been transferred to a person who, in good faith, purchases the new motor vehicle for purposes other than resale.

~~I.~~ L. "Noise" means the intensity, duration and character of sounds from any and all sources. The terms "noise" and "sound" can be used interchangeably for purposes of this chapter.

~~J.~~ M. "Off-highway vehicle" means any self-propelled motor driven vehicle not used primarily for transporting persons or property upon public highways nor required to be licensed under RCW 46.16A.030.

N. "Officially sanctioned" means written approval given by the City.

O. "Owner" shall mean any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the personal representative or executor or administrator of the estate of such person if ordered to take possession of real property by a court, as well as a bankruptcy trustee.

P "Plainly audible" means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using their unaided hearing faculties. For the purposes of enforcement of this code, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using their unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for such person to determine the title, specific words or artist of music, or the content of any speech.

~~K.~~ Q. "Person" means any individual, firm, association, partnership, corporation or any other entity, public or private.

~~L.~~ R. "Property boundary" means the survey line at ground surface which separates the real property owned, rented or leased by one or more other persons and its vertical extension.

~~M.~~ S. "Public highway" means the entire width between the boundary lines of every way publicly maintained by the department of highways or any county or city when any part thereof is generally open to the use of the public for purposes of vehicular travel as a matter of right.

~~N. "Public nuisance noise" means any sound which annoys, injures, interferes with or endangers the comfort, repose, health or safety of others and affects the rights of a community or neighborhood although the extent of the damage may be unequal.~~

~~O.~~ T. "Receiving property" means real property within which sound originating from sources outside the property boundary is received.

~~P.~~ U. "Sound level" means a weighted sound pressure level obtained by the use of a sound level meter and weighted as specified in American National Standards Institute Specifications, Section 1.4-2014.

~~Q.~~ V. "Sound level measurement procedures" means standardized procedures for the measurement of sound levels of sources regulated by this chapter and performed in accordance with the Washington State Department of Ecology rules, Chapter 173-58 WAC.

~~R.~~ W. "Sound level meter" means a sound level measuring device, either Type I or Type II, as defined by American National Standards Institute Specifications, Section 1.4-2014, or other instruments, or assemblages of instruments, that (1) result in an overall accuracy of ± 2 dBA; tested according to standards in a reverberant chamber at the NIOSH acoustics laboratory (2) meets Type 2 requirements of IEC 61672:3 SLM standard when used with calibrated external microphone.

~~S.~~ X. "Temporary construction site" means any location where site clearing, construction of plat improvements, or construction or remodeling of a structure, facility, improvement or other feature attached to the land occurs. This includes roadway, bikeway, trail, sidewalk or other similar construction, repair or improvement.

~~T.~~ Y. "WAC" means the Washington Administrative Code as currently enacted or hereafter amended.

~~U.~~ Z. "Watercraft" means any contrivance, excluding aircraft, used or capable of being used as a means of transportation or recreation on water.

~~V.~~ AA. "Weekend" means Saturday and Sunday or any legal holiday observed by the state of Washington.

20.08.040 Environmental sound—Maximum permissible levels.

A. *Maximum permissible noise levels.* For sound sources located within the city of Everett, the maximum permissible exterior noise levels are as follows:

District Sound Source	District of Receiving Property within the City of Everett		
	I	II	III
I	55 dB(A)	57 dB(A)	60 dB(A)
II	57 dB(A)	60 dB(A)	65 dB(A)
III	60 dB(A)	65 dB(A)	70 dB(A)

B. Modifications to maximum noise levels. The maximum permissible sound levels established by this chapter shall be modified as follows:

1. Between the hours of ten p.m. and seven a.m. during weekdays, and between the hours of ten p.m. and nine a.m. on weekends, the levels established in Section 20.08.050 are reduced by ten dB(A) where the receiving property lies within District I of the city of Everett.

2. At any hour of the day or night, for any source of sound which is an impulse sound, the levels established by this chapter are increased by:

i. Five dB(A) for a total of fifteen minutes in any one-hour period; or

ii. Ten dB(A) for a total of five minutes in any one-hour period; or

iii. Fifteen dB(A) for a total of one and one-half minutes in any one-hour period.

C. Noise levels based on Leq. The exterior noise level limits are based on the Leq, as defined in EMC 20.08.040, during the measurement interval, using a minimum interval of one (1) minute for a constant sound source, or a one (1) hour measurement for a noncontinuous sound source. The standard of measurement shall be a one (1) hour Leq. Leq may be measured for times not less than one (1) minute to project an hourly Leq.

D. Split district properties. Where a receiving property lies within more than one district, the most restrictive maximum permissible noise level shall apply to the receiving property.

E. Violation, enforcement; habitual violators.

1. It shall be a violation of this chapter if at any hour of the day or night, the applicable noise limitations in subsection A and B of this section are exceeded for any receiving property.

2. Sound levels taken by the administrator, or trained and certified designee, with a sound level meter, or equivalent instrument, shall be determinative for purposes of establishing violations.

3. Violation of this section is a civil violation and enforceable as set forth in Chapter 1.16 EMC with the penalty amount(s) established in EMC Section 1.20.190.

4. Any person, after receiving three or more notice and orders, for prior violations of this chapter within a three hundred sixty five (365) day period, shall be guilty of a misdemeanor upon a subsequent violation within said three hundred sixty five (365) day period.

20.08.060 Motor vehicle noise~~—Maximum permissible levels.~~

A. It is unlawful for any person to operate any motor vehicle upon any public highway or any combination of such vehicles under any conditions of grade, load, acceleration, or deceleration in such a manner as to exceed the maximum permissible sound levels for the category of vehicle, as measured at a distance of fifty feet from the center of the lane of travel within the speed limits specified, under procedures set forth in Chapter 173-62 WAC, Motor Vehicle Noise Performance Standards, including:

Vehicle Category Type	45 MPH or Less	Over 45 MPH
Motor vehicles over 10,000 pounds GVWR	86 dB(A)	90 dB(A)
Motorcycles	78 dB(A)	82 dB(A)
All other motor vehicles	72 dB(A)	78 dB(A)

B. Violation of this section is a traffic infraction, enforced by such authorities and in such manner as violations of chapter 46.37 RCW.

20.08.070 Motor vehicle noise~~—Maximum levels for new vehicles.~~

A. It is unlawful for any person to sell or offer for sale a new motor vehicle, except an off-highway vehicle, which produces a maximum noise exceeding the following noise levels at a distance of fifty feet under acceleration test procedures set forth in Chapter 173-62 WAC.

Vehicle Category	Date of Manufacture	Maximum Sound
Any motor vehicle over 10,000 pounds GVWR excluding	Before January 1, 1978	86 dBA

Vehicle Category	Date of Manufacture	Maximum Sound
buses		
Any motor vehicle over 10,000 pounds GVWR excluding buses	After January 1, 1978	83 dBA
Any motor vehicle over 10,000 pounds GVWR excluding buses	After January 1, 1982	80 dBA
All buses over 10,000 pounds GVWR	After January 1, 1980	85 dBA
All buses over 10,000 pounds GVWR	After January 1, 1983	83 dBA
All buses over 10,000 pounds GVWR	After January 1, 1986	80 dBA
Any motor vehicle 10,000 pounds GVWR or less	After January 1, 1976	80 dBA
Motorcycles	After January 1. 1976	83 dBA
Motorcycles	After January 1, 1986	80 dBA

C. Violation of this section is a traffic infraction, enforced by such authorities and in such manner as violations of chapter 46.37 RCW.

20.08.080 Motor vehicle noise—Specific prohibitions.

A. *Mufflers and Exhaust Systems*. It is unlawful for any person to operate any motor vehicle upon any public highway that is not ~~Every motor vehicle operated upon the public highways shall~~ at all times ~~be~~ equipped with an exhaust system and a muffler in good working order and constant operation to prevent excessive or unusual noise.

B. *Tire Noise*. It is unlawful for any person to operate a motor vehicle in such a manner as to cause or allow to be emitted squealing, screeching or other such noise from the tires in contact with the ground because of rapid acceleration or excessive speed around corners or other such reason, except that noise resulting from emergency braking to avoid imminent danger shall be exempt from this section.

C. *Alteration of Motor Vehicles*. It is unlawful for any person to modify the exhaust system of a motor vehicle in a manner which will amplify or increase the noise emitted by the engine of such vehicle ~~change or modify any part of a motor vehicle or install any device thereon in any manner that permits sound to be emitted by the motor vehicle~~ in excess of the limits prescribed in Sections 20.08.060 and 20.08.070.

D. *Violation*. Violation of this section is a ~~misdemeanor~~ traffic infraction, enforced by such authorities and in such manner as violations of chapter 46.37 RCW.

20.08.090 Public nuisance ~~and disturbance~~ noises.

A. *Public Nuisance Noises.*

1. The administrator may determine that a sound constitutes a public nuisance noise as defined herein.

2. It is unlawful for any person to cause or allow to be emitted a noise or sound which has been determined a public nuisance noise as defined herein, or refuses or intentionally fail to cease a public nuisance noise when directed to do so by an enforcement officer. The content of the sound will not be considered in determining any violation of this section.

3. It is unlawful and declared a public nuisance for any person to cause, or for any person in possession of property to allow to originate from the property, public nuisance noise as defined

herein. For prosecution under this section, evidence of sound level through the use of a sound level meter reading shall not be necessary to establish a commission of the offense.

4. Sounds which do not exceed the maximum environmental noise levels set forth in EMC 20.08.050 may constitute public disturbance noises.

5. For purposes of this section, any noise or sound emanating from a business or other source on the property shall be presumed to be with knowledge, permission or consent of the owner or legal occupant of the property, which presumption may be rebutted by reasonable evidence to the contrary.

B. *Public ~~Disturbance~~ Nuisance ~~Noises Originating from Real or Personal Property~~Plainly Audible Across a Real Property Line Or Fifty Feet from the Source.* ~~Unless specifically exempted, public disturbance noises emanating from real or personal property possessed or controlled by the person causing or permitting the public disturbance noise are prohibited at all times. These include but are not limited to the following sounds~~ The following sounds, unless specifically exempted from this chapter are prohibited if the sound is plainly audible across a real property line or fifty feet from the source, whichever is less: ~~.~~

1. The frequent, repetitive and/or continuous sounding of any horn, siren or alarm attached to a motor vehicle, except when used as a warning of danger or as specifically permitted or required by law.

2. The frequent, repetitive and/or continuous sounds in connection with the starting, operation, repair and/or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine.

3. The ~~creation of~~ frequent, repetitive and/or continuous sounds ~~which emanate from real property possessed or controlled by the person causing or permitting the sound~~, such as sounds from audio equipment, television, video equipment, musical instruments, band sessions, outdoor events and/or social gatherings.

4. ~~Violations of this section is a misdemeanor.~~ The frequent, repetitive and/or continuous sounds caused by operating or playing, or permitting the operating or playing, of motor vehicle audio equipment such as speakers, tape players, radios, and compact disc players, whether portable, or stationary, or mounted on or within a motor vehicle.

C. *Public Disturbance Noises Plainly Audible One Hundred Feet from the Source. ~~Originating from Public Property.~~* ~~Unless specifically exempted, public disturbance noises originating from a person or personal property while on public property or a public right-of-way are~~

~~prohibited at all times. In addition to public disturbance noises defined in subsection B of this section, the following are public disturbance noises:~~ The following sounds, unless specifically exempted from this chapter are prohibited if the sound is plainly audible one hundred feet or more from the source: 1. The frequent, repetitive, and/or continuous sounds with the human voice, whether by amplification equipment, such as a microphone.

2. The creation of any loud noises which emanate frequently, or repetitively or continuously from any building, structure or property which unreasonably disturbs the peace, comfort and repose of others.

~~1. A person or performer creating a sound, whether amplified or unamplified, between the hours of ten p.m. and seven a.m. so as to be plainly audible across a real property boundary which is not the source of sound;2. A person or performer creating a sound, whether amplified or unamplified, between the hours of seven a.m. and ten p.m.~~

~~3. The use of a sound amplifier or other device capable of producing or reproducing amplified sound upon public streets for the purpose of commercial advertising or sales or for attracting the attention of the public to any vehicle, structure or property or the contents therein, except that vendors whose sole method of selling is from a moving vehicle shall be exempt from this subsection;~~

~~4. Sound from the frequent, repetitive and/or continuous operating or playing of motor vehicle audio equipment, whether portable or stationary or mounted on or within a motor vehicle.~~

~~5. Violation of this section is a misdemeanor.~~

D. *Violation; enforcement; habitual violators.*

1. It is unlawful to intentionally fail to cease a public disturbance noise when directed to do so by a law enforcement officer. The content of the sound will not be considered in determining any violation of this section. Violation of this EMC section 20.08.090 is a misdemeanor. For enforcement purposes, each day, defined as a twenty-four (24) hour period beginning at 12:01 a.m. in which violation of this chapter occurs, shall constitute a separate violation.

2. This section shall be enforceable by enforcement officer(s).

3. Any person, after receiving three or more misdemeanors, for prior violations of this chapter within a three hundred sixty five (365) day period shall be guilty of a gross misdemeanor upon a subsequent violation within said three hundred sixty five (365) day period.

20.08.100 Noises exempt—At all times.

A. The following noises are exempt at all times from this chapter:

1. Noise originating from aircraft in flight, and sounds which originate at airports and are directly related to flight operations;

2. Noise created by the operation of equipment or facilities of surface carriers engaged in commerce by railroad;

3. Noises created on property of federal military facilities;

4. Noise created by watercraft and float planes in operation;

5. Noise created by safety and protective devices, such as relief valves where noise suppression would defeat the safety release intent of the device;

6. Noise created by fire alarms being used for their intended purpose;

7. Noise created by emergency equipment, including, but not limited to, emergency standby or backup equipment, and emergency work necessary in the interests of law enforcement or of the health, safety or welfare of the community; and including, but not limited to, any emergency work necessary to replace or repair essential utility services;

8. Noise created by auxiliary equipment on motor vehicles used for highway maintenance;

9. Noise originating from officially sanctioned events, parades, and sporting events ~~and other public events~~;

10. Noise created by motor vehicles when regulated by Sections 20.08.060 through 20.08.80;

11. Noise caused by natural phenomena;

12. Noise originating from motor vehicle racing events at existing ~~authorized~~ official sanctioned facilities;

13. Noise created by existing stationary equipment used in the conveyance of water by a utility and noise created by existing electrical substations;

14. Noises in compliance with a lawfully issued ~~conditional use~~ noise variance permit or SEPA determination.

20.08.110 Noises exempt during daytime hours.

The following noises shall be exempt from the provisions of this chapter between the hours of seven a.m. and ten p.m. on weekdays and nine a.m. and ten p.m. on weekends and holidays:

A. Noise created by powered equipment used in temporary or periodic maintenance or repair of residential property.

B. Noise created by aircraft engine testing and maintenance not related to flight operations.

C. Noise created by the discharge of firearms on authorized shooting ranges.

D. Noise created by the installation or repair of essential utility services.

E. Noise created by blasting WAC 296-52-64005.

F. Noise created by bells, chimes or carillons not operating for more than five minutes in any one hour.

G. Noise originating from forest harvesting and silvicultural activity.

H. Noise originating from temporary construction sites, excepting that noise from a temporary construction site that is received in a District I property is exempt between seven a.m. and ten p.m. on weekdays and between eight a.m. and six p.m. on weekends and holidays.

I. Noise emanating from marine-oriented construction sites except between the hours of ten p.m. and seven a.m. on weekdays and weekends if the receiving property is located in District I of the city.

20.08.140 Measurement of sound.

A. If the measurements of sound are made with a sound level meter, it shall be either: (i) an instrument in good operating condition meeting the requirements for a Type I or Type II instrument, as delineated in American National Standards Institute Specifications (ANSI) Section 1.4-2014, as it now exists or is hereafter amended, or (2) other instruments, or assemblages of instruments, that result in an overall accuracy that meets the requirements in Section 1.4-1983 ANSI for Type II instruments.

B. Sound measurements shall be taken using the guidance of Chapter 175-58 WAC, Sound Level Measurement Procedures, and using any additional methods recognized as best practice by the noise industry.

C. Any sound measurements ~~performed by a third party may be considered by the noise administrator~~ shall be considered definitive for purposes of establishing compliance or violation with this chapter, provided they are taken in accordance with this section and performed by an individual trained to operate Type I and Type II sound level meters or other instruments or assemblages of instruments that meet the requirements for Section 1.4-1983 ANSI for Type II instruments.

20.08.150 Variances.

A. The City, or other public agencies, or a private entity fulfilling a requirement imposed by the City or other public agencies ~~A person~~ may request a variance from compliance with this chapter by making an application with the ~~administrator~~ Planning Director at least thirty days before the

time period for the variance is to take effect. The application shall be in writing on a form as prescribed by the City, and shall be accompanied by a fee in the amount ~~of one hundred dollars~~ established by the Planning Director ~~The variance may not be used for private activities (weddings, parties, etc.)~~. The applica tion ~~nt~~ shall ~~explain the~~ include the following information:

1. Nature of the noise.
2. Source of the noise.
3. Duration for which the noise will be created.
4. Time period for which the variance will be necessary.
5. Reason why the noise violation cannot be avoided, and
6. Mitigating conditions the applicant will implement to minimize the noise level violations.

7. The applicant shall list all property owners ~~who adjoin the subject property per county assessor records, except that (a) the administrator may waive this property owner list requirement if the administrator determines that the granting of the variance would have no significant effect on adjoining property owners, and (b) the administrator may increase the required property owner list to include all property owners~~ within five hundred feet of the subject property per county assessor records if the administrator determines that the granting of the variance would have a significant impact on such property owners.

B. The ~~administrator~~Planning Director, after informing the affected city departments, and after considering the relative interests of the applicant~~, of the other owners or possessors of property likely to be affected by the noise~~, and of the general public, may grant a variance if the Planning Director ~~administrator~~determines that the noise level violations:

1. Cannot be avoided,
2. Will exist for a specific period of time not to exceed 5 occurrences within a 30 day period,
3. Will not endanger public health, safety or welfare, and
4. Have been mitigated to the greatest extent reasonably possible.

C. Variances granted pursuant to this chapter shall be in writing and must include the time period the variance will be in effect and the location of the variance.

D. The ~~administrator~~ Planning Director may deny a variance application if:

1. The ~~administrator~~ Planning Director determines that the applicant does not meet the criteria listed in subsection B of this section; or
2. The variance was obtained with false or misleading information.

E. The ~~administrator~~ Planning Director may revoke a variance if:

1. At any time during the variance the ~~administrator~~ Planning Director determines that the

variance holder no longer meets the criteria listed in subsection B of this section;

2. The variance holder causes or permits noise that fails to comply with the variance or other provisions of this chapter not affected by the variance and the issuance of a violation citation or stop work order has been or would be ineffective to secure compliance; or

3. The variance was obtained with false or misleading information.

F. The variance holder must post the variance in a viewable area at the location of the variance site ~~or keep it on their person~~ during the effective period of the variance.

G. If the ~~administrator~~ Planning Director grants a variance, notice shall be delivered via ~~mailed by~~ first class mail or hand delivered via a doorhanger to those property owners appearing on the list ~~provided by the applicant per the application requirement herein~~ established pursuant to Section A(7) above. The applicant shall be responsible for paying all printing, mailing, and/or delivery costs, which shall be in addition to the variance application fee.

H. Any variance granted by the ~~administrator~~ Planning Director shall be restricted to no more than 5 occurrences in a 30 day period ~~in duration~~ and an implementation schedule for achieving compliance with this chapter shall be incorporated therein. ~~No variance shall exceed thirty days. Variances may be renewed, but no renewal shall be granted unless application is made at least sixty days prior to expiration of the issued variance and the applicant complies with all other requirements of this section.~~

~~I. Any person aggrieved by a variance decision may file an appeal in writing with the land use hearing examiner within ten days of issuance of the administrator's decision. The appeal shall be a proceeding pursuant to Title 15, Review Process IIIA. The appellant must prove by clear and convincing evidence that the administrator abused his or her discretion in a decision made pursuant to this section. Any appeal of a variance decision by the administrator may be affirmed, reversed, or modified by the hearing examiner. The decision of the hearing examiner shall be final. The applicable provisions of Title 15 shall govern procedure and process of any appeal of an administrator's decision, except that public notice requirements established in Section 15.24.110 do not apply to this appeal process. Further, where a provision of Title 15 conflicts with a provision of this section, this section controls.~~

20.08.210 Provisions not exclusive.

The provisions of this chapter shall be cumulative and nonexclusive, and shall not affect any other claim, cause of action or remedy; nor, unless specifically provided, shall this chapter be deemed to repeal, amend or modify any law, ordinance or regulation relating to noise, but shall be deemed additional to existing legislation and common law on noise.

Section 3. The following is provided for reference and may not be complete:

EMC Repealed/Recodified by this Ordinance	Ordinance History of EMC Repealed/Recodified by this Ordinance
EMC 20.08.010	(Ord. 3509-16 § 1, 2016; Ord. 534-78 § 1, 1978.)
EMC 20.08.020	(Ord. 3617-18 § 73, 2018; Ord. 3509-16 § 2, 2016; Ord. 3440-15 § 3, 2015; Ord. 1556-89 § 1, 1989; Ord. 690-80 § 2, 1980; Ord. 534-78 § 2, 1978.)
EMC 20.08.030	(Ord. 3509-16 § 3, 2016; Ord. 534-78 § 3(a), 1978.)
EMC 20.08.040	(Ord. 3509-16 § 4, 2016; Ord. 534-78 § 3(b), 1978.)
EMC 20.08.050	(Ord. 3509-16 § 5, 2016; Ord. 534-78 § 3(c), 1978.)
EMC 20.08.060	(Ord. 3509-16 § 6, 2016; Ord. 534-78 § 4(a), 1978.)
EMC 20.08.070	(Ord. 3509-16 § 7, 2016; Ord. 534-78 § 4(b), 1978.)
EMC 20.08.080	(Ord. 3509-16 § 8, 2016; Ord. 534-78 § 4(c), 1978.)
EMC 20.08.090	(Ord. 3509-16 § 9, 2016; Ord. 2394-99 § 11, 1999; Ord. 1971-93 § 1, 1993; Ord. 690-80 § 2, 1980; Ord. 534-78 § 5, 1978.)
EMC 20.08.100	(Ord. 3509-16 § 10, 2016; Ord. 1971-93 § 2, 1993; Ord. 1556-89 § 2, 1989; Ord. 564-78 §§ 1—3, 1978; Ord. 534-78 § 6(a), (b), 1978.)
EMC 20.08.110	(Ord. 3509-16 § 11, 2016; Ord. 534-78 § 6(c), 1978.)
EMC 20.08.130	(Ord. 3509-16 § 12, 2016; Ord. 534-78 § 7, 1978.)
EMC 20.08.140	(Ord. 3509-16 § 13, 2016; Ord. 534-78 § 8, 1978.)
EMC 20.08.150	(Ord. 3509-16 § 14, 2016; Ord. 534-78 § 9, 1978.)
EMC 20.08.220	(Ord. 3509-16 § 15, 2016; Ord. 690-80 § 3, 1980; Ord. 534-78 § 12, 1978.)

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety

and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: 2/26/2025
VALID: 02/26/2025
PUBLISHED: 03/01/2025
EFFECTIVE DATE: 03/12/2025

ORD 4076-25_CB 2501-11 EMC 20.08 Noise Ordinance Final_SD

Final Audit Report 2025-02-27

Created:	2025-02-26
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFbjfszDz1YbM_RY2LEvMyS7aLEKNSIdd

"ORD 4076-25_CB 2501-11 EMC 20.08 Noise Ordinance Final_SD" History

Document created by Ashleigh Scott (AScott@everettwa.gov)
2025-02-26 - 9:06:55 PM GMT

Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature
2025-02-26 - 9:07:58 PM GMT

Email viewed by Cassie Franklin (cfranklin@everettwa.gov)
2025-02-26 - 9:09:01 PM GMT

Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)
Signature Date: 2025-02-26 - 9:09:12 PM GMT - Time Source: server

Document emailed to Ashleigh Scott (AScott@everettwa.gov) for signature
2025-02-26 - 9:09:14 PM GMT

Document e-signed by Ashleigh Scott (AScott@everettwa.gov)
Signature Date: 2025-02-26 - 9:10:38 PM GMT - Time Source: server

Document emailed to Ashleigh Scott (AScott@everettwa.gov) for approval
2025-02-26 - 9:10:40 PM GMT

Document approved by Ashleigh Scott (AScott@everettwa.gov)
Approval Date: 2025-02-27 - 6:00:30 PM GMT - Time Source: server

Agreement completed.
2025-02-27 - 6:00:30 PM GMT

EVERETT
WASHINGTON

Everett Noise Administrator's Office

October 14, 2025

City of Everett Public Works Department
Amie Campbell
3200 Cedar Street
Everett, WA 98201

RE: 3814 Water Main Replacement Y – Noise Variance

Amie:

The City grants a variance to the noise ordinance, EMC 20.08, for the Water Main Replacement "Y" project, phase 2. To minimize traffic impacts, some work must be performed at night. The variance allows nighttime work on I-5 south at the Snohomish River Bridge, from East Grand Avenue to the Everett Water Pollution Control Facility.

The variance allows for up to 60 occurrences of nighttime work between 10 pm and 7 am during the construction window March 23—October 31, 2026. This variance applies to the contractor and subcontractors selected by the City of Everett for this project. To minimize impacts on residential and business properties, the following mitigation measures shall be in effect:

- Back-up alarms shall be directional broad band type alarms
- No construction work will be allowed between 6 pm and 8 am on Saturdays, 12 am and 8 am on Sundays or federally-recognized holidays

Should you wish to extend this variance please submit a renewal request prior to expiration of this variance.

Sincerely,

Megan Munro
City of Everett Noise Administrator

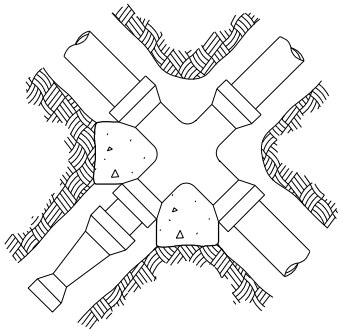
cc: Kathleen Baxter, Public Works PIO

APPENDIX "E"

WSDOT STANDARD PLANS

This page intentionally left blank

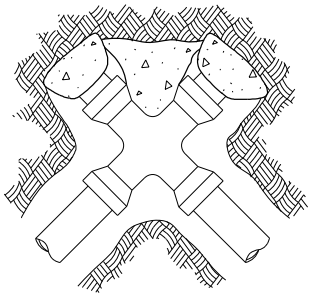
DRAWN BY: FERN LIDDELL



PLAN VIEW

UNBALANCED CROSS

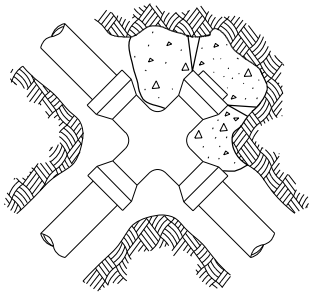
(USE COLUMN **A**)



PLAN VIEW

PLUGGED CROSS

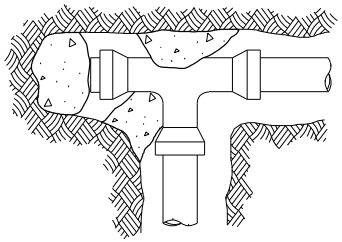
(USE COLUMN **B**)



PLAN VIEW

PLUGGED CROSS

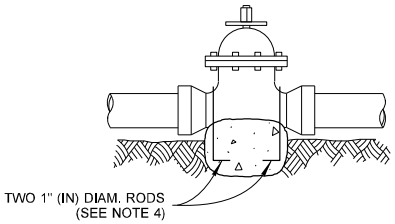
(USE COLUMN **A**)



PLAN VIEW

PLUGGED TEE

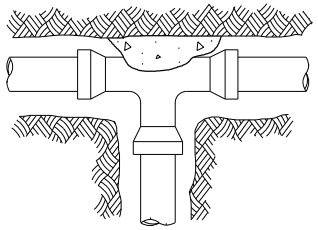
(USE COLUMN **B**)



PROFILE VIEW

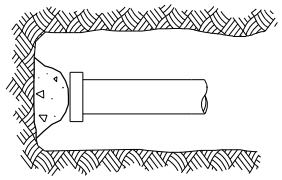
VALVE

(USE COLUMN **A**)



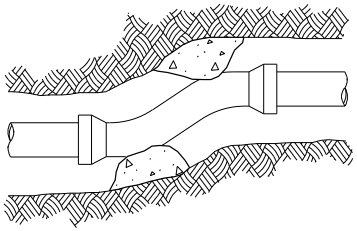
PLAN VIEW

TEE



PLAN VIEW

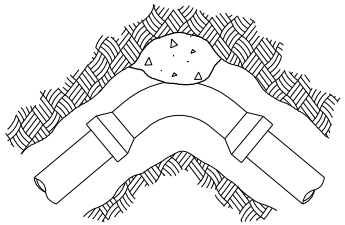
DEAD END



PLAN VIEW

OFFSET

(USE COLUMNS **B ~ E**)



PLAN VIEW

BEND

NOTES

1. Contractor to provide blocking adequate to withstand full test pressure.
2. Divide thrust by safe bearing load to determine required area (in square feet) of concrete to distribute load.
3. Areas to be adjusted for other pressure conditions.
4. Provide two 1" (in) minimum diameter rods on valves up through 10" (in) diameter. Valves larger than 10" (in) require special tie rod design.

SIZE	TEST PRESSURE (PSI)	THRUST AT FITTINGS IN POUNDS				
		A	B	C	D	E
		TEE AND DEAD ENDS	90° BEND	45° BEND	22.5° BEND	11.25° BEND
4"	250	3,140	4,440	2,405	1,225	615
6"	250	7,070	9,995	5,410	2,760	1,385
8"	250	12,565	17,770	9,620	4,905	2,465
10"	250	19,635	27,770	15,030	7,660	3,850
12"	250	28,275	39,985	21,640	11,030	5,545
14"	250	38,485	54,425	29,455	15,015	7,545
16"	250	50,265	71,085	38,470	19,615	9,855

SOIL TYPE	SAFE BEARING LOAD (PSF)
MUCK, PEAT, ETC.	0
SOFT CLAY	1,000
SAND	2,000
SAND AND GRAVEL	3,000
SAND AND GRAVEL CEMENTED WITH CLAY	4,000
HARD SHALE	10,000

JULIE HEILMAN
STATE OF WASHINGTON
41819
REGISTERED
PROFESSIONAL ENGINEER

Heilman, Julie
Jan 25 2017 3:02 PM

CONCRETE THRUST BLOCK

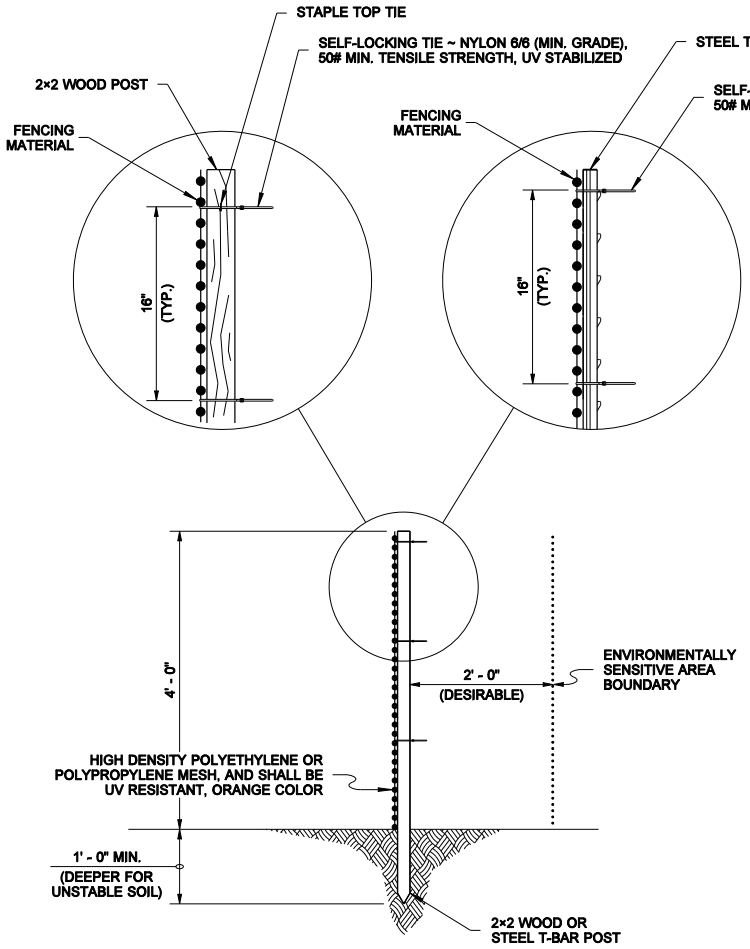
STANDARD PLAN B-90.40-01

SHEET 1 OF 1 SHEET

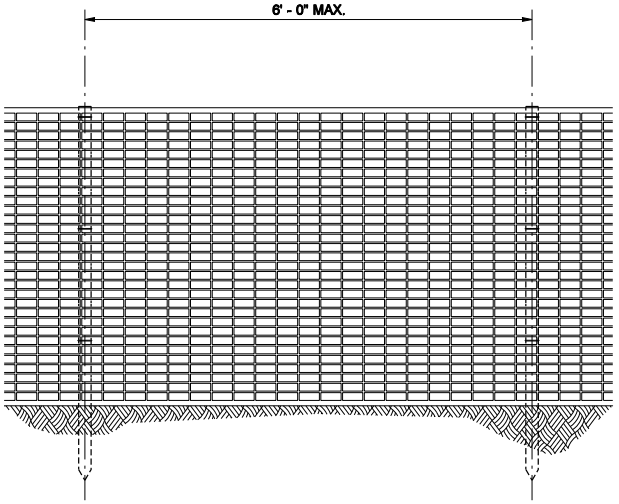
APPROVED FOR PUBLICATION
Carpenter, Jeff
Jan 26 2017 6:53 AM

STATE DESIGN ENGINEER
Washington State Department of Transportation

DRAWN BY: BILL BERENS



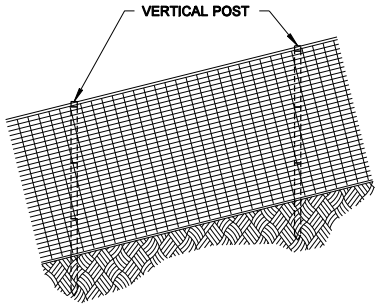
TYPICAL SECTION



ELEVATION

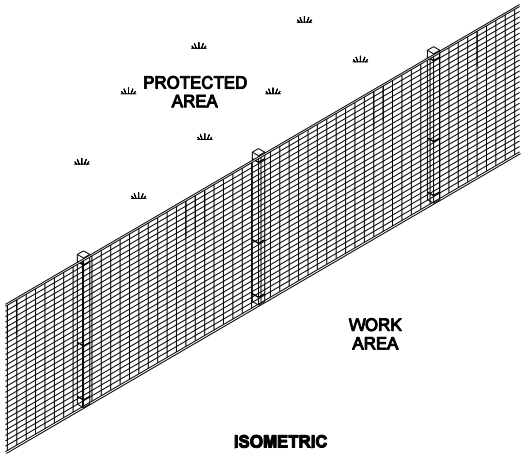
NOTE

1. Post shall have sufficient strength and durability to support the fence through the life of the project.



ELEVATION

FENCE ON SLOPE



ISOMETRIC

STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

MARK W. MAURER
CERTIFICATE NO. 000598

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT BUT AN ELECTRONIC DUPLICATE. THE ORIGINAL, SIGNED BY THE ENGINEER AND APPROVED FOR PUBLICATION, IS KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

HIGH VISIBILITY FENCE

STANDARD PLAN I-10.10-01

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III — STATE DESIGN ENGINEER

08-11-09 — DATE

Washington State Department of Transportation

APPENDIX "F"

PERMITS (WSDOT and BNSF)

This page intentionally left blank

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2025 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **City of Everett** ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), One (1) pipeline, 12 inches in diameter inside an 18 inch Galv. Steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Everett, County of Snohomish, State of Washington, Line Segment 0408, Mile Post 9.17 as shown on the attached Drawing No. 91278, dated March 21, 2025, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").

2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.

3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.

4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry domestic water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.

5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Sixteen Thousand and No/100 Dollars ($16,000.00) as compensation for the use of the Premises.

7. Costs and Expenses.

   7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

   7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;

9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or

9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.

11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensor's Roadmaster of entry onto the Premises, at the telephone 360-922-1401, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.

11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.

11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.

11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the

ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (*e.g.*, consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

12.2 To the extent applicable based upon the Drawings & Specifications, for all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

12.3 No wells shall be installed without prior written approval from Licensor.

12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:

12.4.1 filled in to surrounding ground level with compacted bentonite grout; or

12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE,**

KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):

13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**

13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**

13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**

13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**

13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**

13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**

13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**

13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK**

OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

a. The policy will provide a minimum of $5,000,000 per occurrence and an aggregate limit of at least $10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations
- Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.

b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
- The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
- Waiver of subrogation in favor of and acceptable to Licensor;
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
- Separation of insureds;
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.

d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

a. The insurance will provide minimum coverage with a combined single limit of at least $1,000,000 per accident, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
- Waiver of subrogation in favor of and acceptable to Licensor;
- Additional insured endorsement in favor of and acceptable to Licensor;
- Separation of insureds;
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all

of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
- Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is $1,266.00.

❑ Licensee may **elect** to participate in Licensor's Blanket Policy;

❑ Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.

15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.

15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.

15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.

15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage

15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.

15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.

15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee’s liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.

15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader

coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.

16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.

16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as

defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.

17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.

17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.

17.5 Licensee shall immediately report to Licensor’s Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.

17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee’s compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et

seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

17.9 "**Hazardous Material(s)**" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.

23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.

23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:

24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.

24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation

to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Everett
3200 Cedar Street
Everett, WA 98201
Attn: Amie Campbell

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Washington without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131

By: _____

Patricia Villegas

Vice President, Permits

LICENSEE:

City of Everett

By: _____

By: Cassie Franklin

Title: Mayor

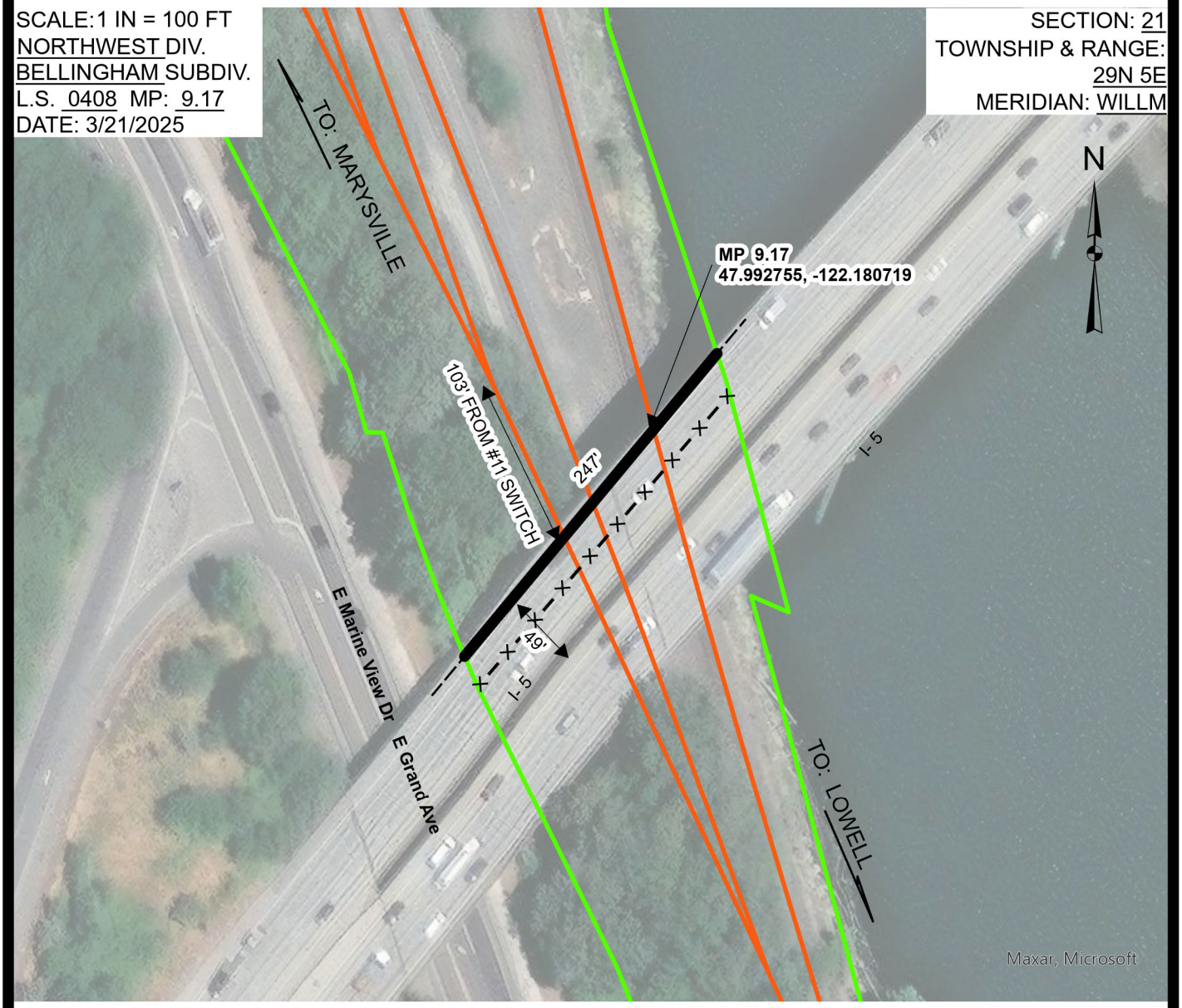
TRACKING NO. 24W-20714

MAP REF. s52017

EXHIBIT "A"

SCALE:1 IN = 100 FT
NORTHWEST DIV.
BELLINGHAM SUBDIV.
L.S. 0408 MP: 9.17
DATE: 3/21/2025

SECTION: 21
TOWNSHIP & RANGE: 29N 5E
MERIDIAN: WILLM



EXISTING WATER PIPELINE
– × UNDER UNKNOWN AGREEMENT
TO BE REMOVED

DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

NOTE:
ABANDONMENT PIPE WILL NEED
TO BE REMOVED FROM PROPERTY

	CARRIER PIPE	CASING PIPE
SIZE:	12"	18"
CONTENTS:	DOMESTIC WATER	
PIPE MATERIAL:	DUCT. IRON	GALV. STEEL
SPECIFICATIONS / GRADE:	CLASS 52	16 GA
WALL THICKNESS:	0.37"	0.063"
COATING:	ASPHALTIC	ZINC-GALVANIZED

	CARRIER PIPE	CASING PIPE
LENGTH ON R/W:	247'	247'
WORKING PRESSURE:	89 PSI	
DISTANCE ABOVE TOP OF RAIL		65' 6"
BURY: NATURAL GROUND		-
BURY: ROADWAY DITCHES		-
CATHODIC PROTECTION		NO

VENTS: NUMBER 0 SIZE - HEIGHT OF VENT ABOVE GROUND -
NOTE: CASING TO BE ATTACHED TO HIGHWAY BRIDGE

EVERETT
COUNTY OF SNOHOMISH

STATE OF WA

JNC

REVISION 1

DRAWING NO. 91278

Washington State Department of Transportation

Northwest Region
15700 Dayton Avenue North
P.O. Box 330310
Seattle, WA 98133-9710
206-440-4000
TTY: 1-800-833-6388
www.wsdot.wa.gov

October 13, 2025

Amie Roshak
City of Everett Public Works
3200 Cedar Street
Everett, WA 98201

Subject: I-5 MP 194.82 to MP 194.99
Replace Waterline on Bridge
Franchise Amendment UF10875AM05ADD01
Extension of Time to Begin Construction and Addendum

Dear Amie Roshak,

Please respond with a confirmation email that you have received this email/letter and the attached utility permit or franchise.

Your request for an extension of time to begin construction of your utility is hereby approved based on the attached modified provisions. This extension expires on October 13, 2026. If construction of your utility has not started by the extended expiration date you must re-apply for a new permit.

Enclosed is your approved Franchise Amendment for Replacing waterline on I-5 Bridge and Addendum renewing your TCP. Construction of your utility must be completed within three years of the date of approval shown on the application. Please note that the Traffic Control Plan for work within WSDOT right-of-way, Exhibit 'D', was approved as noted on 10/13/2025 and is valid for 6 months from that date. The Traffic Control Plan requires Five (5) days' notice be provided to Joeseph Bivins at WSDOT's Construction Traffic Coordination Office:

Joeseph Bivins
Construction Traffic Coordination Office
15700 Dayton Ave. N., NB82-125
P.O. Box 330310
Seattle, WA 98133-9710
206-440-4470
Joeseph.Bivins@wsdot.wa.gov

Prior to any construction equipment or personnel entering WSDOT right-of-way, a pre-construction conference is required with WSDOT's inspector, Michael Gallop. The utility shall notify Michael Gallop a minimum of Five (5) working days in advance:

Michael Gallop□
NW Local Agency & Development Services Office□
15700 Dayton Ave. N., PO BOX 330310 MS 82-240□
Seattle, WA 98133-9710□
206-440-4913/ 206-940-2736□
Mike.Gallop@wsdot.wa.gov□

The Franchise has been amended as follows:

Cover Letter

- Update with new TCP expiration date of 4/13/2026 and add extension language.

Exhibit 'A'

- Update with new TCP expiration date of 4/13/2026.

Exhibit 'D'

- Updated with renewed TCP with expiration date of 4/13/2026.

Contact WSDOT NW Region Radio at (206) 440-4490 five minutes prior to start of all traffic closures and again upon reopening to traffic. A copy of the approved Franchise Amendment must be on-site.

Please note, WSDOT invoice account number JZ2073 Group 02 will continue to be charged for personnel time for inspection activities and attendance to the pre-construction conference.

Any changes to the design, construction or installation methods, site conditions, or other issues should be brought to the attention of the contact listed in Special Provision #1.

For your convenience, here is the link to the WSDOT's Standard Specifications of Road, Bridge, and Municipal Construction: http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm

If you have any questions regarding your application, please contact Tanya Martinez at 206-440-4108 or Tanya.Martinez@wsdot.wa.gov.

Sincerely,

Tanya Martinez For:

Maria Mayrhofer
NW Region Utilities Manager

MM:tm
Enclosures

cc: Michael Gallop, Maintenance Area 3 Office
File

Washington State Department of Transportation

Utility Accommodation
(Permit or Franchise)

Utility Company: City of Everett Public Works

Permit/Franchise Number	Expiration	Charge Code*	Group
UF10875AM05ADD01	11/9/2036	JZ2073	2

Date Received	Reviewed By	Region Address
10/16/2023	Tanya Martinez	Northwest: 15700 Dayton Ave. N, Shoreline, WA 98133

Application Type	Category, Impact to R/W	Fees*	Access Control
Franchise Amendment	Category 1 - High Impact	$500	Full - LF

☒ In accepting this Franchise Amendment No. 05 to UF10875, Utility agrees that the General Provisions to the original Franchise shall be replaced in their entirety with the General Provisions as included with this Amendment. All other terms and conditions of the original franchise shall remain in full force and effect.

* The fees required under WAC 468-34 and RCW 47.44 are paid by the Utility to cover the basic administrative expenses incidental to the processing of this application. The applicant promises to pay any additional costs for all work associated with the review, processing and inspection for the proposed installation. Checks or money orders are to be made payable to "Washington State Department of Transportation".

Exhibits

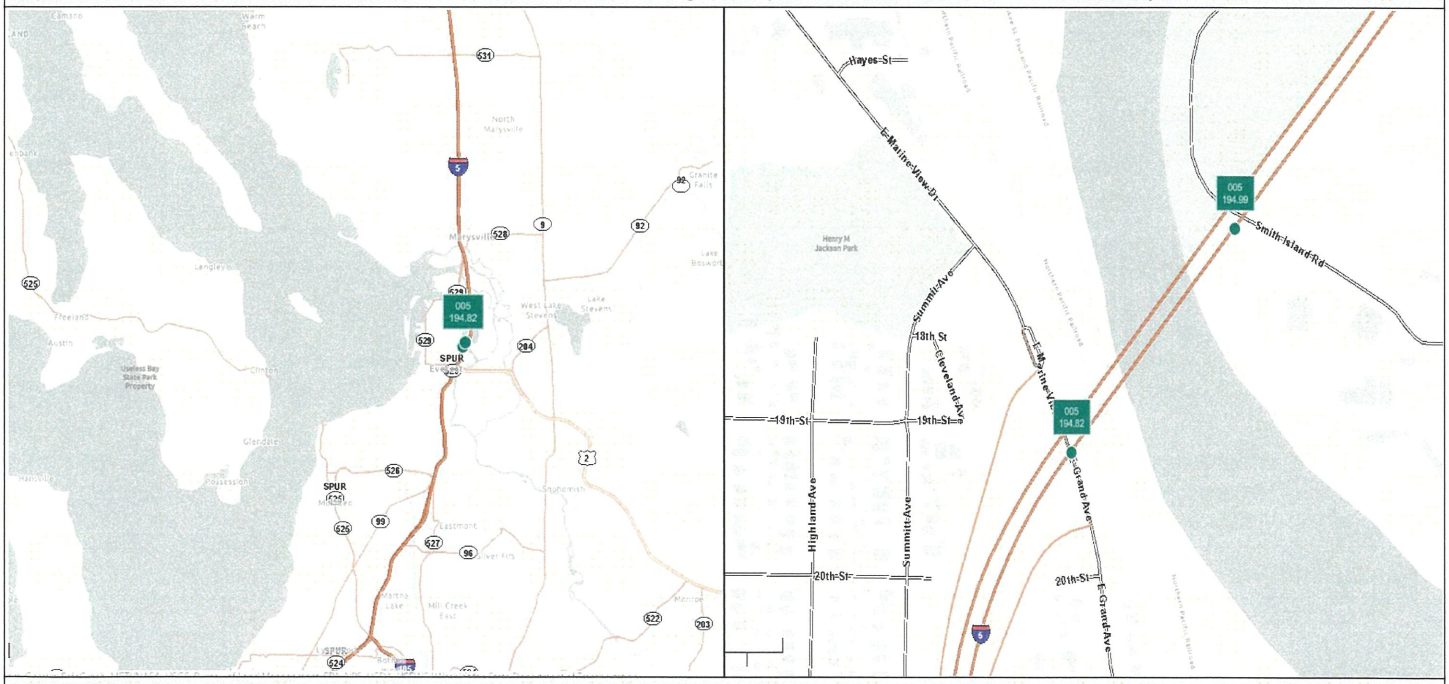
The above-noted Permit, Franchise or Franchise Amendment is subject to the terms and conditions stated in the General Provisions, as well as all the Exhibits.

Exhibit A: Special Provisions for Permits and Franchises	Page(s) 1-6 of 6
Exhibit B: Utility Facility Description (UFD)	Page(s) 1 of 1
Exhibit C: Plan Sheets/Maps	Page(s) 1-21 of 21
Exhibit D: Traffic Control Plan	Page(s) 1-3 of 3
Exhibit E: Pre-Construction Notification	Page(s) 1 of 1
Exhibit F: Maintenance Notification	Page(s) 1 of 1
Exhibit G: N/A	Page(s)
Exhibit H: N/A	Page(s)

UF10875AM05ADD01 Construction Extension of Time has been issued on 10/13/2025. Construction must begin by 10/13/2026. Thereafter, a new application is required.

Vicinity Maps

State Route: 5 ML Begin Milepost: 194.82 Link End Milepost: 194.99 Link



Departmental Approval

WSDOT Authorized Signatory	Printed Name and Job Title	Date Issued
Tom Chi Assistant NW Region Utilities Manager For Digitally signed by Tom Chi DN: C=US, E=tom.chi@wsdot.wa.gov, O=WSDOT, OU=NWR Utilities Office, CN=Tom Chi Date: 2025.01.22 15:30:16-08'00'	Maria Mayrhofer - NW Region Utilities Manager	01/22/2025

DOT Form 224-695
Revised 10/2019

Date Received: 10/16/2023

Reviewed By: Tanya Martinez

Washington State Department of Transportation

Utility Accommodation Application
(Permit or Franchise)

Utility Contact Information (Applicant)

Utility Company	Utility Contact Name
City of Everett - Public Works	Amie Roshak

Email	Phone (Office/Cell/Voicemail)
aroshak@everettwa.gov	425-257-7249

Location (www.snagmp.com)

State Route	Milepost Begin	Milepost End	County
Interstate 5	194.82	194.99	Snohomish

Installation

Please Check One

- [ ] Power
- [ ] Sewer
- [x] Water
- [ ] Telecommunication
- [ ] Gas
- [ ] Other _____

Please Check All That Apply

- [x] Buried
- [ ] Aerial
- [ ] Surface Feature (Pole, ped, vault)
- [x] Attached to a bridge/structure

Submit the Following Documentation:

Utility Facility Description (UFD)

Plan Sheets

For Additional Documents Applicable to your work, see Submitting a Utility Accommodation Application Webpage (Link)

Describe Installation Type (Briefly explain)

Replace existing 8-inch ductile iron suspended on I-5 southbound bridge with new 12-inch ductile iron water main. The proposed water main will be attached to bridge abutment at MP 194.82 and suspended along west girder of the southbound bridge for 900 LF. Excavation will be required within WSDOT ROW for underground connection of the water main, and relocation of pressure reducing valve at E Marine View Drive/E Grand Ave.

Anticipated Construction Start Date: January 2025

Project Duration: 6 months

Billing Information*

Contact Name		
Amie Roshak		
Street		
3200 Cedar Street		
City	**State**	**Zip + 4**
Everett	WA	98201
Phone (Office/Cell/Voicemail)	**Email**	
425-257-8800	aroshak@everettwa.gov	
Federal Tax ID	**Applicant Reference Work Order *(optional)***	
91-6001248	WO# UP3814	

Utility Authorized Signatory

Signature	Printed Name & Title/Owner	Date
	Ryan Sass - Public Works Director/City of Everett	10-16-2023

The Authorized Signature indicates the General Provisions, as provided, have been read and are agreed to by the Utility. The Utility understands, based on the proposed installation, applicable special provisions will be provided at issuance of your Permit or Franchise.

* WSDOT has the authority to invoice the Utility for all work associated with the review, processing and inspection of the proposed installation. The applicant promises to pay any additional costs, in addition to the fees, incurred by WSDOT in accordance with WAC 468-34 and RCW 47.44.

Supplemental Contact Information of Authorized Agent if NOT the Utility

Company Name	Contact Name
Otak	Eva Ho

Email	Phone (Office/Cell/Voicemail)
Eva.Ho@otak.com	425-739-7962

Washington State Department of Transportation

General Provisions for the Utility Accommodation Application

This Permit or Franchise is issued pursuant to the terms of RCW 47.32, RCW 47.44, and WAC 468-34, and amendments thereto. Renewal of a Franchise must be by application prior to expiration of this Franchise as required by RCW 47.44.020(3).

1. A copy of this Permit or Franchise must be on the job site, protected from the elements, at all times during any construction authorized by this Permit or Franchise.

2. The Utility agrees to pay the reasonable costs for investigating, handling, and granting the Permit or Franchise, including, but not limited to basic overhead charges and for providing an inspector during construction and/or maintenance of the Utility's facilities. Further, the Utility agrees that it shall be responsible for and pay WSDOT's expended direct and indirect costs associated with applicable provisions of the Permit or Franchise. WSDOT will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit or Franchise.
   (a) WSDOT will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit or Franchise.
   (b) WSDOT will invoice the Utility and the Utility agrees to pay WSDOT within thirty (30) calendar days of receipt of an invoice.
   (c) The Utility agrees that it shall be responsible to maintain any bond or surety documentation with WSDOT according to WAC 468-34.

3. Upon approval of this Permit or Franchise, the Utility shall diligently proceed with the Work and comply with all General and Special Provisions herein. Construction of facilities proposed under this Permit or Franchise shall begin within one (1) year and must be completed within three (3) years from date of WSDOT approval. "Work" under this Permit or Franchise shall mean construction, operation, and maintenance of the Utility's facilities as authorized herein.

4. The Utility shall notify WSDOT Representative in Special Provision 1 of the name, address, and telephone number of its contractor when Work outlined herein is going to be performed with other than its own forces. When the Utility uses a contractor, an authorized representative of the Utility shall be present at all times unless otherwise agreed to by WSDOT Representative. A list of authorized representatives shall be submitted prior to the construction start date. (Authorized representatives are defined as persons having signatory authority for the Utility and or the authority to control the Work as needed for any issues identified by WSDOT.)

5. The Utility agrees to schedule and perform its Work in such a manner as not to delay WSDOT's contractor's work when WSDOT has a contractor performing work in the vicinity of the Utility's Work.

6. All contact between WSDOT and the Utility's contractor shall be through the Utility representative. Where the Utility chooses to perform the Work with its own forces, it may elect to appoint one of its own employees engaged in the Work as its representative. The Utility, at its own expense, shall adequately police and supervise all Work performed by itself, its contractor, subcontractor, agent, and/or others, so as not to endanger or injure any person or property.

7. In the event any milepost, fence, or guardrail is located within the limits of the Utility's Work and will be disturbed during Utility Work, the Utility shall submit a plan indicating impacts to these highway facilities to WSDOT's Representative for approval prior to Utility Work. Utility agrees to carefully remove these highway facilities prior to Utility Work and reset or replace these highway facilities after the Utility Work, to WSDOT's sole satisfaction and at the sole cost of the Utility. The Utility agrees that all highway signs and traffic control devices shall not be removed or disturbed during Utility Work.

8. The Utility agrees that all Work shall be done to the satisfaction of WSDOT. All material and workmanship shall conform to WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and amendments thereto, and shall be subject to WSDOT inspection. All WSDOT acceptance and inspections are solely for the benefit of WSDOT and not for the benefit of the Utility, the Utility's contractor (if any), or any third party. The Utility agrees that it shall pay all WSDOT inspection costs in accordance with General Provision 2. The Utility shall perform in a timely manner all Utility work, to avoid highway project impacts or delays and in such manner as will cause the least disruption of traffic or interference with WSDOT's continued operation and/or maintenance of the highway.

9. The Utility shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (Federal Highway Administration) and the State of Washington modifications thereto (chapter 468-95 WAC) while it performs the Work. If WSDOT requires, the Utility shall submit a signing and traffic control plan to WSDOT's Representative for approval prior to construction or maintenance Work. No lane closures shall be allowed except as approved by WSDOT's representative. Approvals may cause revision of Special Provisions of this Permit or Franchise, including hours of operation.

10. This Permit or Franchise may not be amended or modified without WSDOT's prior review and approval. Upon completion of the Work, the Utility shall provide a written notice of completion of the Work to WSDOT's Representative within ten (10) calendar days of the completion of the Work so that WSDOT may make its final inspection. Further, the Utility shall provide the Region Utilities Engineer with detailed as-built drawing within ninety (90) calendar days of Work completion, if the originally approved Permit or Franchise construction plans have been revised during the course of construction or upon request from the Region Utilities Engineer.

11. If WSDOT, at its sole discretion, shall determine that any or all of the Utility's facilities must be modified, removed from, or relocated within the state-owned highway right of way as necessary, incidental, or convenient for the construction, alteration, improvement, repair, relocation, or maintenance of the state highway, or for the safety of the traveling public, the Utility, its successors and assigns, shall, at its sole cost and expense, upon written notice by WSDOT, modify, relocate, or remove any or all of its facilities within or from the state-owned highway right of way as required by WSDOT. The Utility shall perform in a timely manner all facility modifications, relocations, and/or removals as WSDOT directs, to avoid highway project impacts or delays and in such manner as will cause the least disruption of traffic or interference with WSDOT's continued operation and/or maintenance of the highway. The Utility agrees it shall be solely responsible for any claims, damages, or any other associated project costs that are a result of the Utility's failure to modify, remove and/or relocate its facilities in timely manner as directed by WSDOT.

12. Should the Utility fail or refuse to comply with WSDOT's direction, pursuant to General Provision 11, to modify, remove, or relocate any Utility facility, WSDOT may undertake and perform any modification, removal, or relocation of the Utility facility that WSDOT, in its sole discretion, deems necessary. The Utility agrees to pay all of WSDOT's costs for performing this work, in accordance with General Provision 2.

13. If WSDOT determines in good faith that emergency maintenance work on the Utility's facility is needed to (a) protect any aspect of the state highway right of way, or (b) secure the safety of the traveling public due to a failure of the Utility's facility, WSDOT may perform the necessary work without the Utility's prior approval, and the Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with General Provision 2. WSDOT will notify the Utility of the emergency work performed as soon as practicable.

14. WSDOT may amend, revoke, or cancel this Permit or Franchise at any time by giving written notice to the Utility. If the Permit or Franchise is amended, the Utility will have thirty (30) calendar days to modify the facility as the Permit or Franchise amendment(s) require. If the facility modifications cannot be made within thirty (30) calendar days, the Utility shall respond to WSDOT, in writing, as to when the facility modifications can be made. If the Permit or Franchise is revoked or canceled, the Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way thirty (30) calendar days after written notice of Permit or Franchise revocation or cancellation may be removed by WSDOT at the expense of the Utility. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with General Provision 2.

15. Should the Utility breach any of the conditions and requirements of this Permit or Franchise, or should the Utility fail to proceed with due diligence and in good faith with the Work as authorized by this Permit or Franchise, WSDOT may cancel or revoke the Permit or Franchise upon thirty (30) calendar days written notice to the Utility.

16. The Utility shall not excavate or place any obstacle within the state-owned highway right of way in such a manner as to interfere with WSDOT's construction, operation, and maintenance of the state- owned highway right of way or the public's travel thereon without first receiving WSDOT's written authorization.

17. The Utility agrees to maintain, at its sole expense, its facilities authorized by this Permit or Franchise in a condition satisfactory to WSDOT.

18. The Utility agrees that it is financially responsible to WSDOT for all necessary expenses incurred in inspecting the construction and restoring the highway pavement or related transportation equipment or facilities to a permanent condition suitable for travel as determined by WSDOT, as well as financially responsible to WSDOT for trenching work not completed and for compensating WSDOT for the loss of useful pavement life caused by trenching as required by RCW 47.44.020.

19. Upon completion of all Work, the Utility shall immediately remove all rubbish and debris from the state-owned highway right of way, leaving the state-owned highway right of way in a neat, presentable, and safe condition to WSDOT's satisfaction. Any clean up, or any necessary slope treatment, surface restoration, or protection of the state-owned right of way, not done within one (1) week (seven consecutive days) of Work completion, unless otherwise negotiated in writing, will be done by WSDOT at the expense of the Utility. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with General Provision 2.

20. For the benefit and safety of the traveling public, the Utility voluntarily agrees to permit WSDOT to attach and maintain upon any Utility facility under this Permit or Franchise any required traffic control devices, such as traffic signals, luminaires, and overhead suspended signs, when the use of such devices or attachments does not interfere with the use for which the facility was constructed. WSDOT shall bear the cost of attachment and maintenance of such traffic control devices, including the expended cost of any extra Utility infrastructure construction beyond what is necessary for the Utility's facility; such extra cost to be jointly determined by WSDOT and the Utility. WSDOT shall not share in the Utility facilities' cost of installation, operation, or maintenance of any of the facilities installed under this Permit or Franchise.

21. The Utility shall comply with WSDOT's Temporary Erosion and Sediment Control Manual (M 3103.01) and any revisions thereto, for erosion control and/or to mitigate any erosion occurring as a result of the Work. If the Utility Work performed under this Permit alters, modifies, changes, or interferes in any way with the drainage of the state-owned highway right of way, the Utility shall, at its own expense, make all corrections and/or provisions WSDOT requires to fix and restore the state-owned right of way drainage to its original condition and function prior to the Utility's Work. Any flows from the Utility shall not exceed the flows discharging to WSDOT drainage prior to the new work. Any flows discharged to state- owned highway right of way shall meet the requirements for quantity and water quality according to the current version Highway Runoff Manual (M 31-16). Should the Utility not make the required drainage restoration, WSDOT reserves the right to make such changes as necessary to restore the original drainage function at the sole cost of the Utility, and the Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.

22. The Utility shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit or Franchise. The Utility shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain any required permit for the Utility Work or (2) comply with permit conditions. Further, the Utility shall be responsible for compliance with all federal, state, and local laws, regulations.

23. For any of the Utility's Work that requires permit coverage under the "CONSTRUCTION STORMWATER GENERAL PERMIT – National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activity" (Construction Stormwater General Permit), the Utility shall obtain said permit coverage and shall comply with all requirements of the Construction Stormwater General Permit. Upon WSDOT's request, the Utility shall provide a copy of the Construction Stormwater General Permit. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain coverage under the Construction Stormwater General Permit for Utility Work or (2) comply with the Construction Stormwater General Permit requirements.

24. This Permit or Franchise does not authorize the Utility, or its employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right of way. Should the Utility anticipate that its Work will alter the appearance of the state-owned highway right of way vegetation, the Utility shall notify WSDOT Representative to obtain WSDOT's prior written approval of the Utility's proposed work. If WSDOT permits the Utility to modify the state-owned highway right of way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that the state-owned highway right of way vegetation appearance will not be damaged. Should the Utility damage the appearance of the state-owned highway right of way vegetation without WSDOT's prior written approval, the Utility is subject to penalties provided for in RCWs 47.40.070, 47.40.080, and 4.24.630, as applicable.

25. The Utility hereby certifies that its facilities described in this Permit or Franchise are (1) in compliance with the Control Zone Guidelines, or (2) for a franchise consolidation or renewal, a mitigation plan has been submitted and approved for any existing Location I or Location II utility objects to be corrected in accordance with the Control Zone Guidelines, pursuant to Chapter 9 of WSDOT's Utilities Manual (M 22-87) and any revisions thereto.

26. The Utility shall not assign or transfer this Permit or Franchise without WSDOT's prior written approval. The Utility understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit or Franchise, and the Utility will advise the assignee or transferee of its obligation to apply for an updated or replacement Permit or Franchise. If WSDOT does not approve the assignment or transfer, this Permit or Franchise shall automatically terminate, and the facility occupying state-owned highway right of way shall be subject to the terms of RCW 47.44.060.

27. The Utility, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers and employees, from all claims, demands, damages (both to persons and/or property), expenses, regulatory fines, and/or suits that (1) arise out of or are incident to any acts or omissions of the Utility, its agents, contractors, and/or employees, in the use of the state-owned highway right of way as authorized by the terms and conditions of this Permit or Franchise, or (2) are caused by the breach of any of the terms or conditions of this Permit or Franchise by the Utility, its successors and assigns, and its contractors, agents, and/or employees. The Utility, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its officers and/or employees, if the claim, suit, or action for damages (both to persons and/or property) is caused by the acts or omissions of the State of Washington, its officers and/or employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and/or employees, and (b) the Utility, its agents, contractors, and/or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Utility, its agents, contractors, and/or employees.

28. The Utility agrees that its obligations under this Permit or Franchise extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Work under this Permit or Franchise while located on state-owned highway right of way. For this purpose, the Utility, by MUTUAL NEGOTIATION, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.

29. The indemnification and waiver provided for in General Provisions 27 and 28 shall survive the termination of this Permit or Franchise.

30. Any action for damages against the State of Washington, its agents, contractors, and/or employees, arising out of damages to a utility or other facility located on state-owned highway right of way, shall be subject to the provisions and limitations of RCW 47.44.150.

31. This Permit or Franchise shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting rights of like or other nature to other public or private utilities, nor shall it prevent WSDOT from using any of the state-owned highway right of way or other properties for transportation purposes, or affect WSDOT's right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered. Further, WSDOT reserves the exclusive right to require that all utility facilities be subject to joint trenching and occupancy.

32. The Utility shall completely remove all Deactivated Facilities (as defined in WSDOT Utilities Manual M 22-87), unless agreed upon in writing by WSDOT, indicated in Special Provision 12. Any Deactivated facilities left within the state owned right of way shall remain owned by the Utility, who shall continue to bear all responsibility for any future costs incurred by WSDOT including for removal of the Deactivated facilities.

33. The Utility agrees that, in the event any construction and/or maintenance of the highway facility becomes necessary within the proximity of the utility installation, it is expressly understood that, upon request from WSDOT's Representative, the Utility will promptly identify and locate by suitable field markings (including test hole/pot hole), any and all of its underground facilities so that WSDOT or its contractor can be fully apprised at all times of their precise locations.

34. During non-working hours equipment and materials shall not be located or stored within the work zone clear zone (WZCZ) area. Minimum WZCZ distances will be measured from the edge of the traveled way (the portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning) and will be determined as follows:

Minimum Work Zone Clear Zone Distance

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

Washington State Department of Transportation

Special Provisions for Utility Accommodation Application

Applicable provisions are denoted by (✓)

☑ 1. All Work related to this Utility application must be authorized in advance by the following Washington State Department of Transportation (WSDOT) Representative(s):

Name: Michael Gallop
Title: WSDOT Inspector
Street: 15700 Dayton Ave. N.
City: Seattle
State: WA Zip: 98133-9710
Phone: 206-440-4913 Cell: 206-940-2736
Email/Fax: Mike.Gallop@wsdot.wa.gov

Name: _____
Title: _____
Street: _____
City: _____
State: _____ Zip: _____
Phone: _____ Cell: _____
Email/Fax: _____

2. The Utility must complete the following requirements prior to authorization by WSDOT to perform Work:

☑ a. The Utility shall notify in writing the identified WSDOT Representative(s) at least Five (5) working days (Monday through Friday excluding any holidays). The Utility may not perform Work until authorized by the WSDOT Representative(s) in Special Provision 1.

☑ b. A pre-construction conference shall be held with all pertinent representatives, as identified by the Utility, and agreed to by WSDOT. The Utility shall give Five (5) working days (Monday through Friday excluding any holidays) notice to WSDOT's Representative(s) (prior to the pre-construction conference). A pre-construction conference is not an authorization for the Utility to proceed with Work.

☐ 3. Work within the state-owned highway right of way shall be restricted to _____.
No Work shall be allowed on Saturday, Sunday, or holidays, without prior approval by WSDOT. In addition, the Utility shall be off the highway by noon the day prior to a holiday unless authorized by WSDOT. If a holiday falls on a Saturday, the preceding Friday is counted as the holiday, and the Utility shall be off the highway by noon Thursday. When the Holiday falls on a Monday the Utility shall be off the right of way at noon on the preceding Friday. Nothing in this section shall limit the authority of WSDOT to further restrict work within state-owned highway right of way at WSDOT's discretion. The hours of closure are subject to change if required by WSDOT.

☑ 4. The Utility shall not disturb, remove, or destroy any existing Survey Monument before obtaining a Permit from the Washington State Department of Natural Resources (RCW 58.24.040). During the Work, upon discovery, unauthorized damage, or unauthorized alteration of a monument or right of way marker, the Utility shall cease Work in that area and immediately notify the WSDOT Representative listed in Special Provision Number 1, or the Region Right-of-Way and Survey Manager listed below. Work in that area shall not resume until authorized by the WSDOT Representative.

Name: _____
Phone: _____
Email: _____

The Utility agrees to pay all WSDOT costs to perform monument or right of way marker work, as provided in this provision, in accordance with General Provision 2.

Exhibit 'A'
UF10875AM05ADD01
Special Provisions for Permits and Franchises
Page 1 of 6

☑ 5. In the event that during the course of this project an inadvertent discovery of historical/archeological objects, human remains, or a bone/bones of uncertain origin is made, the Utility shall immediately cease operations and contact WSDOT Representative in Special Provision 1 and WSDOT Archaeologist:

Name: Jason Cooper

Phone: 206-487-0604

Email: CoopJas@wsdot.wa.gov

Determination of necessary follow-up actions or the ability to continue work shall be at the sole discretion of the WSDOT.

☐ 6. Construction of this facility will not be permitted from the shoulders, traffic lanes, and/or ramps of SR _____ All construction access will be from _____.

BOND AND INSURANCE COVERAGE

☐ 7. The Utility has provided bond coverage for the Work under this Permit or Franchise by furnishing a blanket surety bond held by WSDOT at the WSDOT Headquarters Utilities in Olympia, WA.

☐ 8. The Utility or its contractor shall provide an individual surety bond to WSDOT in the amount of $ _____, written by a surety company authorized to do business in the State of Washington, or shall set up a WSDOT approved escrow account prior to the start of construction to cover the Work under this Permit or Franchise. The surety bond or escrow account shall remain in force for a period of one (1) year after the written notice of completion of the Work (as provided in General Provision 11), except that when the Work impacts the paved highway (open cuts, bores or damage to the highway surface), the Utility shall be required to maintain the surety bond or escrow account for a period of two (2) years after the notice of completion.

☐ 9. When the Utility chooses to perform the Work with other than its own forces and requires its contractor to provide a surety bond to WSDOT before performing any Work to ensure compliance with all of the terms and conditions of this Permit or Franchise, the bond shall be in the amount of $ _____, written by a surety company authorized to do business in the State of Washington and shall remain in force until all Work under this Permit or Franchise has been completed, and the Utility's contractor has restored any affected WSDOT property and right of way to the satisfaction of WSDOT.

☐ 10. The Utility shall have sufficient insurance coverage when performing any Work within state-owned highway right of way, as follows:

(a) Commercial General Liability covering the risks of bodily injury (including death), property damage, and personal injury, including coverage for contractual liability, with a limit of not less than $3 million per occurrence and in the aggregate.

(b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than $1 million per accident.

(c) Employers Liability covering the risks of Utility's employees' bodily injury by accident or disease, with limits of not less than $1 million per accident for bodily injury by accident and $1 million per employee for bodily injury by disease.

Such insurance policies or related certificates of insurance shall name the Washington State Department of Transportation as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. A forty-five (45) calendar day written notice shall be given to WSDOT prior to termination of or any material change to the policy(ies) as such relate(s) to this Permit or Franchise. The Utility shall provide proof of insurance upon request to the WSDOT Representative(s) identified in Special Provision 1.

☑ 11. If the Utility is a city or county, they shall have sufficient insurance coverage through a Risk Pool or is self-insured, to comply with the insurance terms and conditions of this Permit or Franchise. The city or county shall provide proof of insurance upon request to the WSDOT Representative(s) identified in Special Provision 1.

Exhibit 'A'
UF10875AM05ADD01
Special Provisions for
Permits and Franchises
Page 2 of 6

UNDERGROUND FACILITIES

☑ 12. Deactivated facilities left within the state owned right of way shall remain owned by the Utility, who shall continue to bear any and all responsibility for any future costs or impacts related to the Deactivated facilities if required by WSDOT in its sole discretion.

☐ 13. For underground facilities, markers shall be placed at both ends of a crossing, and at all changes in offset distance from right of way line or centerline of the highway and placed approximately every 500 feet for longitudinal installations. Marker information as a minimum shall include owner name, pipeline or cable identification and station, and telephone number or other means to contact a local office. Markers must follow WSDOTs Standard Specifications for Road, Bridge, and Municipal Construction Manual M 41-10, Division 9 (9-17 Flexible Guideposts), not create a safety hazard, and all markers shall be placed and maintained so as to minimize interference with WSDOT maintenance operations. It is the Utility's responsibility to maintain its markers. Maintenance of markers includes but is not limited to update of Utility's name (if changed) or Utility's successors' or assigns' contact information, and replacement of damaged or missing markers.

☑ 14. All underground facilities shall include a component by which the utility can be located with conventional methods, provided that for all installations in trenches, the Utility shall install detector tape approximately 12 inches above the underground facility. The tape shall conform to the standards of the American Public Works Association Uniform Color Code.

☑ 15. Utility facilities or casings for facilities crossing under highways surfaced with oil, asphalt concrete pavement, or cement concrete pavement shall be by trenchless construction, using the appropriate equipment to jack, bore, or auger the facility through the highway prism with a minimum depth of 5 feet along any point from the top of facility to the lowest point of the finished highway grade, at a minimum of 3.5 feet depth from bottom of ditch/toe of slope to top of facility or casing.

☑ 16. If PVC or HDPE casings are utilized for crossings, they shall be greater than Schedule 80 or equivalent or as approved by WSDOT.

☑ 17. Casing requirements (WAC 468-34-210) for utilities are specified individually or in whole on the attached exhibits. Any variances to these casing requirements must be approved by WSDOT, in writing prior to installation.

☐ 18. Pipeline installation shall meet the provisions of chapter 480-93 WAC, Gas Companies- Safety, and amendments thereto.

☑ 19. Open trenching (cutting a trench for direct placement of a utility that does not include cutting an existing paved highway surface) will only be allowed at the locations identified on the plan sheets and/or listed on Exhibit(s) B and C, with restoration to be performed as noted on the attached "Open Trench Detail", Exhibit C, Page 18 of 20.

☑ 20. Open cuts (cutting a trench for direct placement of a utility that does include cutting the existing paved highway surface) of the highway are a variance to WSDOT policy, requiring justification (Open Cut Variance Request) and approval by WSDOT prior to the Work beginning. Open cuts are only allowed at approved locations identified on the plan sheets and/or listed on Exhibit(s) B and C, with restoration to be performed as noted on the attached "Open Cut Detail," Exhibit C, Page 19 of 20.

☑ 21. If determined necessary by WSDOT Representative, any or all of the excavated material shall be removed and replaced with suitable material as specified by WSDOT. It is the Utility's responsibility to obtain any necessary permits or comply with applicable requirements to haul or dispose of any excavated material.

☑ 22. If determined by the Washington State Department of Labor and Industries and/or WSDOT Representative that extra Shoring (beyond that specified in Section 7-08.3(1)B of WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction) is necessary for the safety of the workers or the protection of the highway pavement, the trenching or excavation work shall be stopped and no Work in the trench or excavation area will be allowed until satisfactory modifications are made.

☑ 23. All trenches, boring or jacking pits, etc., shall be backfilled as soon as possible. If left open during nonworking hours, they shall be protected to the satisfaction of WSDOT. Methods of protection shall be submitted a minimum of 30 (thirty) calendar days in advance for approval by WSDOT prior to use.

Exhibit 'A'
UF10875AM05ADD01
Special Provisions for
Permits and Franchises
Page 3 of 6

AERIAL/ABOVEGROUND FACILITIES

☐ 24. All facilities on joint use poles shall be relocated at the time the pole owner either moves or removes its poles. (The pole owner is the Permit or Franchise holder under which the poles were installed and is responsible for ensuring the removal of the pole.)

☐ 25 Neutral conductors associated with circuits of 0 to 22 Kilovolts, where the neutral is considered to be 0-750 Volts, shall have a minimum clearance of 24 feet Vertical Clearance as indicated in WAC 468-34-290, 20 feet provided the facility is grounded at each pole at each end of the crossing.

☐ 26. The Utility agrees to underground the aboveground facilities covered by this Franchise in Scenic Classes "A" and "B", as defined on the attached Exhibit(s) _____, either at the time of major construction of the facility, for that portion of facility to be reconstructed, or prior to expiration of this Franchise.

☐ 27. The Utility agrees to underground the aboveground facilities covered by this Franchise in Scenic Classes "A," "AX," "B," and/or "BX," as defined on the attached Exhibit(s) _____, at the time the pole owner undergrounds its facility. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX," if acceptable to WSDOT.

☐ 28. The Utility agrees to underground or relocate the existing aboveground facilities covered by this Franchise in Scenic Classes "A," "AX," "B," and/or "BX," as defined on the attached Exhibit(s) _____, to a location acceptable to WSDOT either at the time of reconstruction, for the portion of line to be reconstructed, or prior to the expiration of this Franchise. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX," if acceptable to WSDOT.

MAINTENANCE

☑ 29. No routine maintenance of the facility authorized by this Permit or Franchise will be allowed within the limited access area.

☐ 30. Maintenance access of this facility will not be permitted from the shoulders, thru-traffic lanes, and/or ramps of _____, and all service to this facility will be accessed from _____.

☐ 31. The Utility will notify WSDOT representative(s), listed in Special Provision 1, _____ (_____) working days (Monday through Friday excluding any holidays) prior to any scheduled maintenance work to be performed in the state-owned highway right of way.

☒ 32. The Traffic control plans for this Franchise Amendment have been reviewed by the WSDOT Construction Traffic Coordination Office (CTCO) and have been Approved/Approved As Noted, when applicable. The Utility shall be required to follow the lane closure hours provided by WSDOT-Reviewed Traffic Control Plan. See Exhibit 'D' for approved Traffic Control Plans. The Utility, or the Utility's contractor, shall contact the following CTCO Engineer Five (5) working days prior to traffic control set up for coordination:

Joeseph Bivins
Construction Traffic Coordination Office
15700 Dayton Ave. N., NB82-120
P.O. Box 330310
Seattle, WA 98133-9710
206-440-4470
Joeseph.Bivins@wsdot.wa.gov

The approved traffic control plan expires on 04/13/2025 and is intended to be renewable through the construction phase of this Franchise Amendment. For traffic control plan renewal or modification, send request to: Michael Gallop, 206-440-4913/ 206-940-2736, Mike.Gallop@wsdot.wa.gov

☒ 33. No closures will be allowed from noon the day prior to a holiday or holiday weekend through noon the day following a holiday or holiday weekend. It is a holiday weekend when the holiday falls on a Friday, Saturday, Sunday, or Monday.

☒ 34. The Utility shall notify the WSDOT representative(s), listed in Exhibit 'F', twenty (20) working days (Monday through Friday excluding any holidays) prior to any scheduled maintenance work to be performed in the state-owned highway right of way.

☒ 35. **Soil Restoration in Disturbed Areas:**

- Return grades to even with the surrounding areas, ensuring no rutting over 3" deep or low areas that could trap water.
- Apply 2" depth of compost prior to seeding or planting.
- Seed, fertilize and mulch:
    - Specified seed mix (below)
    - Organic slow-release fertilizer
    - Long term mulch (no paper based mulches are acceptable)

Seed Disturbed Areas:

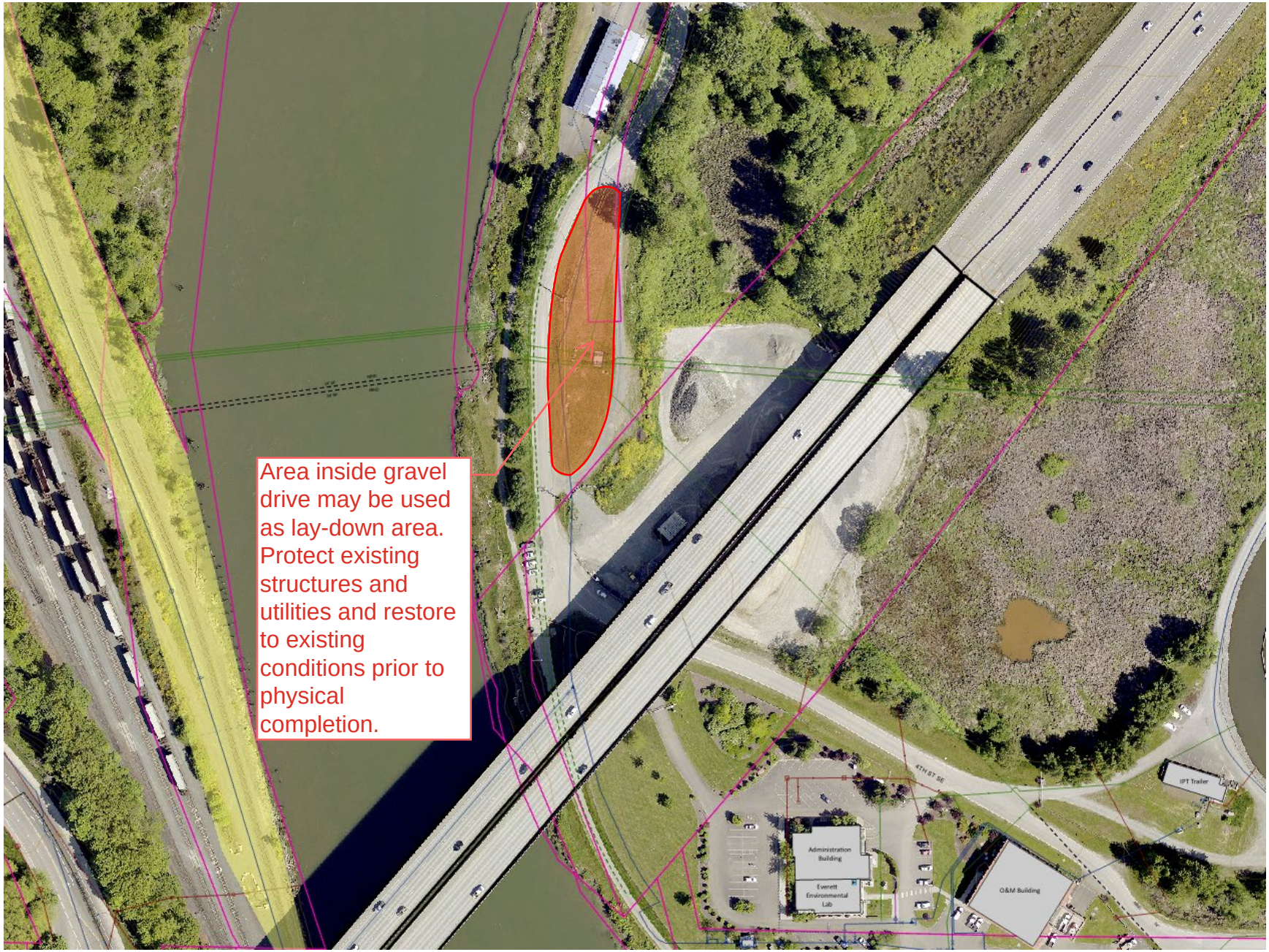
Seed of the following composition, proportion, and quality shall be applied at a rate of 45 pounds per acre on areas requiring seeding, fertilizing and mulching (hand seeding is acceptable):

Kind and Variety Seed Mixture	Pounds of Pure Live Seed Per Acre
Roemer's fescue (Festuca roemeri)	16.0
Western Fescue (Festuca occidentalis)	16.0
Canby's Bluegrass (Poa secunda 'Canbyi')	8.0
Sterile Triticale	5.0
TOTAL	45.0

APPENDIX "G"

AVAILABLE CONTRACTOR LAYDOWN SITE

This page intentionally left blank


Area inside gravel drive may be used as lay-down area. Protect existing structures and utilities and restore to existing conditions prior to physical completion.
47TH ST SE
Administration Building
Everett Environmental Lab
O&M Building
IPT Trailer

APPENDIX "H"

SNOHOMISH COUNTY L & I PREVAILING WAGE RATES AND BENEFIT CODE KEY

This page intentionally left blank

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 11/18/2025

Snohomish County

Trade	Job Classification	Wage	Holiday	Overtime	Note
Asbestos Abatement Workers	Journey Level	$67.39	**5D**	**1H**	
Boilermakers	Journey Level	$80.89	**5N**	**1C**	
Brick Mason	Journey Level	$76.07	**7E**	**1N**	
Brick Mason	Pointer-Caulker-Cleaner	$76.07	**7E**	**1N**	
Building Service Employees	Janitor	$16.66		**1**	
Building Service Employees	Shampooer	$16.66		**1**	
Building Service Employees	Waxer	$16.66		**1**	

Building Service Employees	Window Cleaner	$16.66		**1**	
Cabinet Makers (In Shop)	Journey Level	$27.33	**5C**	**2M**	
Carpenters	Acoustical Worker	$83.21	**15J**	**11U**	
Carpenters	Bridge Dock and Wharf Carpenter	$84.81	**15J**	**11U**	**9L**
Carpenters	Floor Layer & Floor Finisher	$83.21	**15J**	**11U**	
Carpenters	General Carpenter	$83.21	**15J**	**11U**	
Carpenters	Scaffold Erector	$83.21	**15J**	**11U**	
Cement Masons	Application of all Composition Mastic	$81.87	**15J**	**4U**	
Cement Masons	Application of all Epoxy Material	$81.36	**15J**	**4U**	
Cement Masons	Application of all Plastic Material	$81.87	**15J**	**4U**	
Cement Masons	Application of Sealing Compound	$81.36	**15J**	**4U**	
Cement Masons	Application of Underlayment	$81.87	**15J**	**4U**	
Cement Masons	Building General	$81.36	**15J**	**4U**	
Cement Masons	Composition or Kalman Floors	$81.87	**15J**	**4U**	

Cement Masons	Concrete Paving	$81.36	**15J**	**4U**
Cement Masons	Curb & Gutter Machine	$81.87	**15J**	**4U**
Cement Masons	Curb & Gutter, Sidewalks	$81.36	**15J**	**4U**
Cement Masons	Curing Concrete	$81.36	**15J**	**4U**
Cement Masons	Finish Colored Concrete	$81.87	**15J**	**4U**
Cement Masons	Floor Grinding	$81.87	**15J**	**4U**
Cement Masons	Floor Grinding/Polisher	$81.36	**15J**	**4U**
Cement Masons	Green Concrete Saw, self-powered	$81.87	**15J**	**4U**
Cement Masons	Grouting of all Plates	$81.36	**15J**	**4U**
Cement Masons	Grouting of all Tilt-up Panels	$81.36	**15J**	**4U**
Cement Masons	Gunite Nozzleman	$81.87	**15J**	**4U**
Cement Masons	Hand Powered Grinder	$81.87	**15J**	**4U**
Cement Masons	Journey Level	$81.36	**15J**	**4U**
Cement Masons	Patching Concrete	$81.36	**15J**	**4U**
Cement Masons	Pneumatic Power Tools	$81.87	**15J**	**4U**
Cement Masons	Power Chipping & Brushing	$81.87	**15J**	**4U**

Cement Masons	Sand Blasting Architectural Finish	$81.87	**15J**	**4U**	
Cement Masons	Screed & Rodding Machine	$81.87	**15J**	**4U**	
Cement Masons	Spackling or Skim Coat Concrete	$81.36	**15J**	**4U**	
Cement Masons	Troweling Machine Operator	$81.87	**15J**	**4U**	
Cement Masons	Troweling Machine Operator on Colored Slabs	$81.87	**15J**	**4U**	
Cement Masons	Tunnel Workers	$81.87	**15J**	**4U**	
Divers & Tenders	Bell/Vehicle/Submersible Operator (not under pressure)	$144.72	**15J**	**11T**	**9I**
Divers & Tenders	Dive Supervisor	$146.22	**15J**	**11T**	**9I**
Divers & Tenders	Diver	$144.72	**15J**	**11T**	**9I**
Divers & Tenders	Diver Tender	$91.05	**15J**	**11T**	**9I**
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	$114.73	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01-44.00 PSI	$124.28	**15J**	**11U**	

Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	$133.82	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	$143.37	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	$152.91	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	$162.46	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	$172.00	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	$181.55	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	$191.09	**15J**	**11U**	
Divers & Tenders	Lead Diver (Dive Master)	$105.51	**15J**	**11T**	**9I**
Divers & Tenders	Manifold Operator (Life Support Technician)	$96.05	**15J**	**11U**	**9I**
Divers & Tenders	Remote Operated Vehicle Operator/Technician	$91.05	**15J**	**11T**	**9I**

Divers & Tenders	Remote Operated Vehicle Operator/Technician	$91.05	**15J**	**11U**	**9I**
Divers & Tenders	Remote Operated Vehicle Tender	$84.75	**15J**	**11T**	**9I**
Divers & Tenders	Stand-by Diver	$100.51	**15J**	**11T**	**9I**
Dredge Workers	Assistant Engineer	$89.47	**5D**	**3F**	
Dredge Workers	Assistant Mate (Deckhand)	$88.78	**5D**	**3F**	
Dredge Workers	Boatmen	$89.47	**5D**	**3F**	
Dredge Workers	Engineer Welder	$91.20	**5D**	**3F**	
Dredge Workers	Leverman, Hydraulic	$93.03	**5D**	**3F**	
Dredge Workers	Mates	$89.47	**5D**	**3F**	
Dredge Workers	Oiler	$88.78	**5D**	**3F**	
Drywall Applicator	Journey Level	$81.71	**15O**	**11S**	
Drywall Tapers	Journey Level	$81.71	**15O**	**11S**	
Electrical Fixture Maintenance Workers	Journey Level	$16.66		**1**	
Electricians - Inside	Cable Splicer	$100.52	**7H**	**1E**	
Electricians - Inside	Construction Stock Person	$48.08	**7H**	**1D**	

Electricians - Inside	Journey Level	$94.06	**7H**	**1E**	
Electricians - Motor Shop	Craftsman	$16.66		**1**	
Electricians - Motor Shop	Journey Level	$16.66		**1**	
Electricians - Powerline Construction	Cable Splicer	$102.42	**5A**	**4D**	
Electricians - Powerline Construction	Certified Line Welder	$93.99	**5A**	**4D**	
Electricians - Powerline Construction	Groundperson	$59.30	**5A**	**4D**	
Electricians - Powerline Construction	Heavy Line Equipment Operator	$93.99	**5A**	**4D**	
Electricians - Powerline Construction	Journey Level Lineperson	$93.99	**5A**	**4D**	
Electricians - Powerline Construction	Line Equipment Operator	$80.96	**5A**	**4D**	
Electricians - Powerline Construction	Meter Installer	$59.30	**5A**	**4D**	**8W**
Electricians - Powerline Construction	Pole Sprayer	$93.99	**5A**	**4D**	
Electricians - Powerline Construction	Powderperson	$69.84	**5A**	**4D**	
Electronic Technicians	Electronic Technicians Journey Level	$62.05	**5B**	**1B**	

Elevator Constructors	Mechanic	$115.14	**7D**	**4A**	
Elevator Constructors	Mechanic In Charge	$124.53	**7D**	**4A**	
Fabricated Precast Concrete Products	Journey Level	$16.66		**1**	
Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	$16.66		**1**	
Fence Erectors	Fence Erector	$57.66	**15J**	**11P**	**8Y**
Fence Erectors	Fence Laborer	$57.66	**15J**	**11P**	**8Y**
Flaggers	Journey Level	$57.66	**15J**	**11P**	**8Y**
Glaziers	Journey Level	$85.16	**7L**	**1Y**	
Heat & Frost Insulators And Asbestos Workers	Journey Level	$96.42	**15H**	**11C**	
Heating Equipment Mechanics	Journey Level	$105.42	**7F**	**1E**	
Hod Carriers & Mason Tenders	Journey Level	$71.09	**15J**	**11P**	**8Y**
Industrial Power Vacuum Cleaner	Journey Level	$16.66		**1**	
Inland Boatmen	Boat Operator	$71.28	**5B**	**1K**	
Inland Boatmen	Cook	$69.70	**5B**	**1K**	
Inland Boatmen	Deckhand	$70.00	**5B**	**1K**	

Inland Boatmen	Deckhand Engineer	$69.55	**5B**	**1K**
Inland Boatmen	Launch Operator	$71.23	**5B**	**1K**
Inland Boatmen	Mate	$89.12	**5B**	**1K**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator	$54.56	**15M**	**11O**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Operator	$54.56	**15M**	**11O**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$54.56	**15M**	**11O**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	$52.40	**15M**	**11O**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	$45.97	**15M**	**11O**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	TV Truck Operator	$49.20	**15M**	**11O**
Insulation Applicators	Journey Level	$83.21	**15J**	**11U**
Ironworkers	Journeyman	$92.82	**15K**	**11N**

Laborers	Air, Gas Or Electric Vibrating Screed	$67.39	**15J**	**11P**	**8Y**
Laborers	Airtrac Drill Operator	$69.37	**15J**	**11P**	**8Y**
Laborers	Ballast Regular Machine	$67.39	**15J**	**11P**	**8Y**
Laborers	Batch Weighman	$57.66	**15J**	**11P**	**8Y**
Laborers	Brick Pavers	$67.39	**15J**	**11P**	**8Y**
Laborers	Brush Cutter	$67.39	**15J**	**11P**	**8Y**
Laborers	Brush Hog Feeder	$67.39	**15J**	**11P**	**8Y**
Laborers	Burner	$67.39	**15J**	**11P**	**8Y**
Laborers	Caisson Worker	$69.37	**15J**	**11P**	**8Y**
Laborers	Carpenter Tender	$67.39	**15J**	**11P**	**8Y**
Laborers	Cement Dumper-paving	$69.37	**15J**	**11P**	**8Y**
Laborers	Cement Finisher Tender	$67.39	**15J**	**11P**	**8Y**
Laborers	Change House Or Dry Shack	$67.39	**15J**	**11P**	**8Y**
Laborers	Chipping Gun (30 Lbs. And Over)	$68.56	**15J**	**11P**	**8Y**
Laborers	Chipping Gun (Under 30 Lbs.)	$67.39	**15J**	**11P**	**8Y**
Laborers	Choker Setter	$67.39	**15J**	**11P**	**8Y**

Laborers	Chuck Tender	$67.39	**15J**	**11P**	**8Y**
Laborers	Clary Power Spreader	$68.56	**15J**	**11P**	**8Y**
Laborers	Clean-up Laborer	$67.39	**15J**	**11P**	**8Y**
Laborers	Concrete Dumper/Chute Operator	$69.37	**15J**	**11P**	**8Y**
Laborers	Concrete Form Stripper	$67.39	**15J**	**11P**	**8Y**
Laborers	Concrete Placement Crew	$69.37	**15J**	**11P**	**8Y**
Laborers	Concrete Saw Operator/Core Driller	$68.56	**15J**	**11P**	**8Y**
Laborers	Crusher Feeder	$57.66	**15J**	**11P**	**8Y**
Laborers	Curing Laborer	$67.39	**15J**	**11P**	**8Y**
Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	$67.39	**15J**	**11P**	**8Y**
Laborers	Ditch Digger	$67.39	**15J**	**11P**	**8Y**
Laborers	Diver	$69.37	**15J**	**11P**	**8Y**
Laborers	Drill Operator (Hydraulic, Diamond)	$68.56	**15J**	**11P**	**8Y**
Laborers	Dry Stack Walls	$67.39	**15J**	**11P**	**8Y**
Laborers	Dump Person	$67.39	**15J**	**11P**	**8Y**

Laborers	Epoxy Technician	$67.39	**15J**	**11P**	**8Y**
Laborers	Erosion Control Worker	$67.39	**15J**	**11P**	**8Y**
Laborers	Faller & Bucker Chain Saw	$68.56	**15J**	**11P**	**8Y**
Laborers	Fine Graders	$67.39	**15J**	**11P**	**8Y**
Laborers	Firewatch	$57.66	**15J**	**11P**	**8Y**
Laborers	Form Setter	$69.37	**15J**	**11P**	**8Y**
Laborers	Gabian Basket Builders	$67.39	**15J**	**11P**	**8Y**
Laborers	General Laborer	$67.39	**15J**	**11P**	**8Y**
Laborers	Grade Checker & Transit Person	$71.09	**15J**	**11P**	**8Y**
Laborers	Grinders	$67.39	**15J**	**11P**	**8Y**
Laborers	Grout Machine Tender	$67.39	**15J**	**11P**	**8Y**
Laborers	Groutmen (Pressure) Including Post Tension Beams	$68.56	**15J**	**11P**	**8Y**
Laborers	Guardrail Erector	$67.39	**15J**	**11P**	**8Y**
Laborers	Hazardous Waste Worker (Level A)	$69.37	**15J**	**11P**	**8Y**
Laborers	Hazardous Waste Worker (Level B)	$68.56	**15J**	**11P**	**8Y**

Laborers	Hazardous Waste Worker (Level C)	$67.39	**15J**	**11P**	**8Y**
Laborers	High Scaler	$69.37	**15J**	**11P**	**8Y**
Laborers	Jackhammer	$68.56	**15J**	**11P**	**8Y**
Laborers	Laserbeam Operator	$68.56	**15J**	**11P**	**8Y**
Laborers	Maintenance Person	$67.39	**15J**	**11P**	**8Y**
Laborers	Manhole Builder-Mudman	$68.56	**15J**	**11P**	**8Y**
Laborers	Material Yard Person	$67.39	**15J**	**11P**	**8Y**
Laborers	Mold Abatement Worker	$67.39	**15J**	**11P**	**8Y**
Laborers	Motorman-Dinky Locomotive	$71.19	**15J**	**11P**	**8Y**
Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	$71.09	**15J**	**11P**	**8Y**
Laborers	Pavement Breaker	$68.56	**15J**	**11P**	**8Y**
Laborers	Pilot Car	$57.66	**15J**	**11P**	**8Y**
Laborers	Pipe Layer (Lead)	$71.09	**15J**	**11P**	**8Y**

Laborers	Pipe Layer/Tailor	$68.56	**15J**	**11P**	**8Y**
Laborers	Pipe Pot Tender	$68.56	**15J**	**11P**	**8Y**
Laborers	Pipe Reliner	$68.56	**15J**	**11P**	**8Y**
Laborers	Pipe Wrapper	$68.56	**15J**	**11P**	**8Y**
Laborers	Pot Tender	$67.39	**15J**	**11P**	**8Y**
Laborers	Powderman	$69.37	**15J**	**11P**	**8Y**
Laborers	Powderman's Helper	$67.39	**15J**	**11P**	**8Y**
Laborers	Power Jacks	$68.56	**15J**	**11P**	**8Y**
Laborers	Power Washer	$67.39	**15J**	**11P**	**8Y**
Laborers	Railroad Spike Puller - Power	$68.56	**15J**	**11P**	**8Y**
Laborers	Raker - Asphalt	$71.09	**15J**	**11P**	**8Y**
Laborers	Re-timberman	$69.37	**15J**	**11P**	**8Y**
Laborers	Remote Equipment Operator	$68.56	**15J**	**11P**	**8Y**
Laborers	Rigger/Signal Person	$68.56	**15J**	**11P**	**8Y**
Laborers	Rip Rap Person	$67.39	**15J**	**11P**	**8Y**
Laborers	Rivet Buster	$68.56	**15J**	**11P**	**8Y**

Laborers	Rodder	$69.37	**15J**	**11P**	**8Y**
Laborers	Scaffold Erector	$67.39	**15J**	**11P**	**8Y**
Laborers	Scale Person	$67.39	**15J**	**11P**	**8Y**
Laborers	Sloper (Over 20")	$68.56	**15J**	**11P**	**8Y**
Laborers	Sloper Sprayer	$67.39	**15J**	**11P**	**8Y**
Laborers	Spreader (Concrete)	$69.37	**15J**	**11P**	**8Y**
Laborers	Stake Hopper	$67.39	**15J**	**11P**	**8Y**
Laborers	Stock Piler	$67.39	**15J**	**11P**	**8Y**
Laborers	Swinging Stage/Boatswain Chair	$57.66	**15J**	**11P**	**8Y**
Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	$68.56	**15J**	**11P**	**8Y**
Laborers	Tamper (Multiple & Self-propelled)	$68.56	**15J**	**11P**	**8Y**
Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	$68.56	**15J**	**11P**	**8Y**
Laborers	Toolroom Person (at Jobsite)	$67.39	**15J**	**11P**	**8Y**
Laborers	Topper	$67.39	**15J**	**11P**	**8Y**
Laborers	Track Laborer	$67.39	**15J**	**11P**	**8Y**

Laborers	Track Liner (Power)	$68.56	**15J**	**11P**	**8Y**
Laborers	Traffic Control Laborer	$61.41	**15J**	**11P**	**9C**
Laborers	Traffic Control Supervisor	$64.86	**15J**	**11P**	**9C**
Laborers	Truck Spotter	$67.39	**15J**	**11P**	**8Y**
Laborers	Tugger Operator	$68.56	**15J**	**11P**	**8Y**
Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	$225.32	**15J**	**11P**	**9B**
Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	$230.35	**15J**	**11P**	**9B**
Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	$234.03	**15J**	**11P**	**9B**
Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	$239.73	**15J**	**11P**	**9B**
Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	$241.85	**15J**	**11P**	**9B**
Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	$246.95	**15J**	**11P**	**9B**
Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00	$248.85	**15J**	**11P**	**9B**

	psi				
Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	$250.85	**15J**	**11P**	**9B**
Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	$252.85	**15J**	**11P**	**9B**
Laborers	Tunnel Work-Guage and Lock Tender	$71.19	**15J**	**11P**	**8Y**
Laborers	Tunnel Work-Miner	$71.19	**15J**	**11P**	**8Y**
Laborers	Vibrator	$69.37	**15J**	**11P**	**8Y**
Laborers	Vinyl Seamer	$67.39	**15J**	**11P**	**8Y**
Laborers	Watchman	$52.73	**15J**	**11P**	**8Y**
Laborers	Welder	$68.56	**15J**	**11P**	**8Y**
Laborers	Well Point Laborer	$68.56	**15J**	**11P**	**8Y**
Laborers	Window Washer/Cleaner	$52.73	**15J**	**11P**	**8Y**
Laborers - Underground Sewer & Water	General Laborer & Topman	$67.39	**15J**	**11P**	**8Y**
Laborers - Underground Sewer & Water	Pipe Layer	$68.56	**15J**	**11P**	**8Y**
Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	$52.73	**15J**	**11P**	**8Y**

Landscape Construction	Landscape Operator	$90.81	**15J**	**11G**	**8X**
Landscape Maintenance	Groundskeeper	$16.66		**1**	
Lathers	Journey Level	$81.71	**15O**	**11S**	
Marble Setters	Journey Level	$76.07	**7E**	**1N**	
Metal Fabrication (In Shop)	Journey Level	$37.56	**0**	**11D**	
Millwright	Journey Level	$80.28	**15J**	**4C**	
Modular Buildings	Journey Level	$16.66		**1**	
Painters	Journey Level	$56.09	**6Z**	**11J**	
Pile Driver	Crew Tender	$80.50	**15J**	**11U**	**9L**
Pile Driver	Journey Level	$84.81	**15J**	**11U**	
Plasterers	Journey Level	$78.60	**7Q**	**1R**	
Plasterers	Nozzleman	$82.70	**7Q**	**1R**	
Playground & Park Equipment Installers	Journey Level	$16.66		**1**	
Plumbers & Pipefitters	Journey Level	$95.37	**5A**	**1G**	
Power Equipment Operators	Asphalt Plant Operators	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Assistant Engineer	$87.77	**15J**	**11G**	**8X**

Power Equipment Operators	Barrier Machine (zipper)	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Batch Plant Operator: concrete	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Boat Operator	$91.73	**7A**	**11H**	**8X**
Power Equipment Operators	Bobcat	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Brokk - Remote Demolition Equipment	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Brooms	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Bump Cutter	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Cableways	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Chipper	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Compressor	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Concrete Finish Machine - Laser Screed	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$90.81	**15J**	**11G**	**8X**

Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Conveyors	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators	Cranes Friction: 200 tons and over	$94.85	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes, A-frame: 10 tons and under	$86.60	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$92.98	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	$91.25	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	$93.95	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	$94.85	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of	$91.73	**7A**	**11H**	**8X**

	boom(including jib with attachments)				
Power Equipment Operators	Cranes: Friction cranes through 199 tons	$93.95	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	$90.55	**7A**	**11H**	**8X**
Power Equipment Operators	Crusher	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Deck Engineer/Deck Winches (power)	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Derricks, On Building Work	$91.73	**7A**	**11H**	**8X**
Power Equipment Operators	Dozers D-9 & Under	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators	Drilling Machine	$94.30	**15J**	**11G**	**8X**
Power Equipment Operators	Elevator and man-lift: permanent and shaft type	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Forklift: 3000 lbs and over with attachments	$90.81	**15J**	**11G**	**8X**

Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Gradechecker/Stakeman	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Guardrail Punch	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Horizontal/Directional Drill Locator	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators	Horizontal/Directional Drill Operator	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	$90.55	**7A**	**11H**	**8X**
Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	$86.60	**7A**	**11H**	**8X**

Power Equipment Operators	Leverman	$95.28	**15J**	**11G**	**8X**
Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Loaders, Overhead Under 6 Yards	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Loaders, Plant Feed	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Loaders: Elevating Type Belt	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators	Locomotives, All	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Material Transfer Device	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Mechanics: All (Leadmen - $0.50 per hour over mechanic)	$94.30	**15J**	**11G**	**8X**
Power Equipment Operators	Motor Patrol Graders	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$87.77	**15J**	**11G**	**8X**

Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	$91.25	**7A**	**11H**	**8X**
Power Equipment Operators	Overhead, bridge type: 100 tons and over	$92.98	**7A**	**11H**	**8X**
Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	$91.73	**7A**	**11H**	**8X**
Power Equipment Operators	Pavement Breaker	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Pile Driver (other Than Crane Mount)	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Plant Oiler - Asphalt, Crusher	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators	Posthole Digger, Mechanical	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Power Plant	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Pumps - Water	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Quad 9, Hd 41, D10 And Over	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Quick Tower: no cab, under 100 feet in height	$92.52	**15J**	**11G**	**8X**

	base to boom				
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Rigger and Bellman	$86.60	**7A**	**11H**	**8X**
Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	$90.55	**7A**	**11H**	**8X**
Power Equipment Operators	Rollagon	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Roller, Other Than Plant Mix	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators	Roto-mill, Roto-grinder	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Saws - Concrete	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Scrapers - Concrete & Carry All	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Service Engineers: Equipment	$90.81	**15J**	**11G**	**8X**

Power Equipment Operators	Shotcrete/Gunite Equipment	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$94.30	**15J**	**11G**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$95.28	**15J**	**11G**	**8X**
Power Equipment Operators	Slipform Pavers	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Spreader, Topsider & Screedman	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Subgrader Trimmer	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Tower Bucket Elevators	$90.81	**15J**	**11G**	**8X**

Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	$93.95	**7A**	**11H**	**8X**
Power Equipment Operators	Tower crane: up to 175' in height base to boom	$92.98	**7A**	**11H**	**8X**
Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	$94.85	**7A**	**11H**	**8X**
Power Equipment Operators	Transporters, All Track Or Truck Type	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Trenching Machines	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	$91.25	**7A**	**11H**	**8X**
Power Equipment Operators	Truck crane oiler/driver: under 100 tons	$90.55	**7A**	**11H**	**8X**
Power Equipment Operators	Truck Mount Portable Conveyor	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators	Welder	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators	Wheel Tractors, Farmall Type	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators	Yo Yo Pay Dozer	$92.52	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Boat Operator	$91.73	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Bobcat	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Brooms	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Bump Cutter	$92.52	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Cableways	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Chipper	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Compressor	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Conveyors	$90.81	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	$94.85	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	$86.60	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$92.98	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	$91.25	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	$93.95	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	$94.85	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$91.73	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	$93.95	**7A**	**11H**	**8X**

Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	$90.55	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Crusher	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	$91.73	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Drilling Machine	$94.30	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$92.52	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	$90.81	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	$86.60	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	$90.55	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Leverman	$95.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Locomotives, All	$92.52	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Mechanics: All (Leadmen - $0.50 per hour over mechanic)	$94.30	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	$91.25	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	$92.98	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	$91.73	**7A**	**11H**	**8X**

Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Power Plant	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Pumps - Water	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	$93.36	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	$86.60	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	$90.55	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Rollagon	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	$90.81	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$94.30	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$95.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	$93.36	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	$93.95	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	$92.98	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	$94.85	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Trenching Machines	$90.81	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	$91.25	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	$90.55	**7A**	**11H**	**8X**

Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	$92.52	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Welder	$93.36	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	$87.77	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	$92.52	**15J**	**11G**	**8X**
Power Line Clearance Tree Trimmers	Journey Level In Charge	$65.20	**5A**	**4A**	
Power Line Clearance Tree Trimmers	Spray Person	$61.74	**5A**	**4A**	
Power Line Clearance Tree Trimmers	Tree Equipment Operator	$65.00	**5A**	**4A**	
Power Line Clearance Tree Trimmers	Tree Trimmer	$58.29	**5A**	**4A**	
Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$43.05	**5A**	**4A**	

Refrigeration & Air Conditioning Mechanics	Journey Level	$100.71	**5A**	**1G**
Residential Brick Mason	Journey Level	$22.73		**1**
Residential Carpenters	Journey Level	$37.17		**1**
Residential Cement Masons	Journey Level	$81.36	**15J**	**4U**
Residential Drywall Applicators	Journey Level	$51.52	**15J**	**4C**
Residential Drywall Tapers	Journey Level	$77.66	**5P**	**1E**
Residential Electricians	Journey Level	$48.80		**1**
Residential Glaziers	Journey Level	$33.75		**1**
Residential Insulation Applicators	Journey Level	$37.07		**1**
Residential Laborers	Journey Level	$28.78		**1**
Residential Marble Setters	Journey Level	$39.71		**1**
Residential Painters	Journey Level	$30.60		**1**
Residential Plumbers & Pipefitters	Journey Level	$51.38		**1**
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$105.42	**7F**	**1E**
Residential Sheet Metal Workers	Journey Level	$105.42	**7F**	**1E**

Residential Soft Floor Layers	Journey Level	$49.91	**15J**	**4C**
Residential Sprinkler Fitters (Fire Protection)	Journey Level	$61.85		**1**
Residential Stone Masons	Journey Level	$39.71		**1**
Residential Terrazzo Workers	Journey Level	$16.66		**1**
Residential Terrazzo/Tile Finishers	Journey Level	$27.90		**1**
Residential Tile Setters	Journey Level	$21.38		**1**
Roofers	Journey Level	$67.45	**5A**	**3H**
Roofers	Using Irritable Bituminous Materials	$70.45	**5A**	**3H**
Sheet Metal Workers	Journey Level (Field or Shop)	$105.42	**7F**	**1E**
Shipbuilding & Ship Repair	New Construction Boilermaker	$61.07	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Carpenter	$51.85	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Crane Operator	$44.29	**7V**	**1**
Shipbuilding & Ship Repair	New Construction Electrician	$61.12	**7X**	**4J**

Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	$96.42	**15H**	**11C**
Shipbuilding & Ship Repair	New Construction Laborer	$60.73	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Machinist	$60.93	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Operating Engineer	$44.29	**7V**	**1**
Shipbuilding & Ship Repair	New Construction Painter	$60.93	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Pipefitter	$61.21	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Rigger	$61.07	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Sheet Metal	$60.94	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Shipwright	$51.85	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	$44.29	**7V**	**1**
Shipbuilding & Ship Repair	New Construction Welder / Burner	$61.07	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Boilermaker	$61.07	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Carpenter	$51.85	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Crane Operator	$45.06	**7Y**	**4K**

Shipbuilding & Ship Repair	Ship Repair Electrician	$61.12	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	$96.42	**15H**	**11C**
Shipbuilding & Ship Repair	Ship Repair Laborer	$60.73	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Machinist	$60.93	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Operating Engineer	$45.06	**7Y**	**4K**
Shipbuilding & Ship Repair	Ship Repair Painter	$60.93	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Pipefitter	$61.21	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Rigger	$61.07	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Sheet Metal	$60.94	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Shipwright	$51.85	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	$45.06	**7Y**	**4K**
Sign Makers & Installers (Electrical)	Sign Installer	$26.56		**1**
Sign Makers & Installers (Electrical)	Sign Maker	$20.50		**1**
Sign Makers & Installers (Non-Electrical)	Sign Installer	$22.56		**1**
Sign Makers & Installers (Non-Electrical)	Sign Maker	$20.50		**1**

Soft Floor Layers	Journey Level	$63.29	**15J**	**4C**	
Solar Controls For Windows	Journey Level	$16.66		**1**	
Sprinkler Fitters (Fire Protection)	Journey Level	$103.19	**5C**	**1X**	
Stage Rigging Mechanics (Non Structural)	Journey Level	$16.66		**1**	
Stone Masons	Journey Level	$76.07	**7E**	**1N**	
Street And Parking Lot Sweeper Workers	Journey Level	$16.66		**1**	
Surveyors	Assistant Construction Site Surveyor	$90.55	**7A**	**11H**	**8X**
Surveyors	Chainman	$86.60	**7A**	**11H**	**8X**
Surveyors	Construction Site Surveyor	$91.73	**7A**	**11H**	**8X**
Surveyors	Drone Operator (when used in conjunction with survey work only)	$86.60	**7A**	**11H**	**8X**
Surveyors	Ground Penetrating Radar Operator	$86.60	**7A**	**11H**	**8X**
Telecommunication Technicians	Telecom Technician Journey Level	$62.05	**5B**	**1B**	
Telephone Line Construction - Outside	Cable Splicer	$42.62	**5A**	**2B**	

Telephone Line Construction - Outside	Hole Digger/Ground Person	$27.97	**5A**	**2B**
Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$35.60	**5A**	**2B**
Telephone Line Construction - Outside	Telephone Lineperson	$40.28	**5A**	**2B**
Terrazzo Workers	Journey Level	$70.61	**7E**	**1N**
Tile Setters	Journey Level	$68.61	**7E**	**1N**
Tile, Marble & Terrazzo Finishers	Finisher	$59.44	**7E**	**1N**
Traffic Control Stripers	All cleanup required in connection with traffic control stripers work (Group 1)	$95.41	**15L**	**1K**
Traffic Control Stripers	Handling, painting and installing of all car stops, stop signs and any other type sign (Group 2)	$62.69	**15L**	**1K**
Traffic Control Stripers	Installation of guard rail and posts and similar protective devices (Group 2)	$62.69	**15L**	**1K**
Traffic Control Stripers	Installation of parking gates, ticket spitters and other mechanical and	$62.69	**15L**	**1K**

	automatic control devices (Group 2)			
Traffic Control Stripers	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	$95.41	**15L**	**1K**
Traffic Control Stripers	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	$95.41	**15L**	**1K**
Traffic Control Stripers	Manufacturing and installation of all car stops and control devices and similar traffic regulators (Group 2)	$62.69	**15L**	**1K**
Traffic Control Stripers	Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety and control devices/barricades (Group 2)	$62.69	**15L**	**1K**
Traffic Control Stripers	Painting and installing lines, arrows, bumpers, curbs, etc., on parking lots, air fields, highways, game courts (Group 1)	$95.41	**15L**	**1K**
Traffic Control Stripers	Preparation and maintenance of all surfaces (Group 1)	$95.41	**15L**	**1K**

Traffic Control Stripers	Seal coating, slurry coating and other surface protection (Group 2)	$62.69	**15L**	**1K**	
Truck Drivers	Asphalt Mix Over 16 Yards	$82.95	**15J**	**11M**	**8L**
Truck Drivers	Asphalt Mix To 16 Yards	$82.11	**15J**	**11M**	**8L**
Truck Drivers	Dump Truck	$82.11	**15J**	**11M**	**8L**
Truck Drivers	Dump Truck & Trailer	$82.95	**15J**	**11M**	**8L**
Truck Drivers	Other Trucks	$82.95	**15J**	**11M**	**8L**
Truck Drivers - Ready Mix	Transit Mix	$82.95	**15J**	**11M**	**8L**
Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$17.05		**1**	
Well Drillers & Irrigation Pump Installers	Oiler	$16.66		**1**	
Well Drillers & Irrigation Pump Installers	Well Driller	$19.01		**1**	

****

Overtime Codes

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

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

B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.

J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.

K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

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

Overtime Codes Continued

1. N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

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

   B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

   M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

   R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

   U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

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

   F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

   H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.

   J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

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

Overtime Codes Continued

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

A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage

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

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

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

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

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

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

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

G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.

S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).

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

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

U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

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

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

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

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

Overtime Codes Continued

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

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

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

   D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

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

   E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

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

Overtime Codes Continued

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

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

G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

J. All hours worked on holidays shall be paid at double the hourly rate of wage.

K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.

L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar ($2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

Overtime Codes Continued

11. M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars ($2.00) per hour.

N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.

Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.

O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Overtime Codes Continued

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 a.m. to 6:00 p.m., then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.

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

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

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

Q. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

R On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

When a holiday falls on a Saturday, the Friday before shall be the observed holiday. When a holiday falls on a Sunday, the following Monday shall be the observed holiday.

S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.

All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

11. T. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay.

All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

U. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay.

All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

If, due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a Special Shift may be worked, Monday through Friday, at the straight-time rate. The starting time of work for the Special Shift will be arranged to fit such conditions of work. Such Special Shift shall consist of eight (8) hours of work for eight (8) hours of pay or ten (10) hours of work for ten(10) hours of pay on a four-ten workday schedule.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).

C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).

H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).

Holiday Codes Continued

5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).

L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).

N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.

Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).

S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

Holiday Codes Continued

6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).

H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

Holiday Codes Continued

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.

X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.

Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

L. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

O. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Note Codes

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

L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $0.75, Level B: $0.50, And Level C: $0.25.

M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: $1.00, Levels C & D: $0.50.

N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

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

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

U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: $2.00, Class B Suit: $1.50, And Class C Suit: $1.00. Workers performing underground work receive an additional $0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional $0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional $0.50 per hour.

8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - $2.00 per foot for each foot over 50 feet. Over 101' to 150' - $3.00 per foot for each foot over 101 feet. Over 151' to 220' - $4.00 per foot for each foot over 220 feet. Over 221' - $5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25’ to 300’ - $1.00 per foot from entrance. 300’ to 600’ - $1.50 per foot beginning at 300’. Over 600’ - $2.00 per foot beginning at 600’.

W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Note Codes Continued

X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: $2.00, Class B Suit: $1.50, Class C Suit: $1.00, and Class D Suit: $0.50. Special Shift Premium: Basic hourly rate plus $2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

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

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

Note Codes Continued

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

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

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

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

(A) – 130’ to 199’ – $0.50 per hour over their classification rate.
(B) – 200’ to 299’ – $0.80 per hour over their classification rate.
(C) – 300’ and over – $1.00 per hour over their classification rate.

Note Codes Continued

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

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

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

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

D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

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

9. I. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - $2.00 per foot for each foot over 50 feet. Over 101' to 150' - $3.00 per foot for each foot over 101 feet. Over 151' to 220' - $4.00 per foot for each foot over 220 feet. Over 221' - $5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25’ to 300’ - $1.00 per foot from entrance. 300’ to 600’ - $1.50 per foot beginning at 300’. Over 600’ - $2.00 per foot beginning at 600’.

Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Supervisor) provided they are paid at the highest rate at which he/she has worked for the shift.

L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $0.75, Level B: $0.50, And Level C: $0.25.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

APPENDIX "I"

I-5 BRIDGE RECORD DRAWINGS

This page intentionally left blank

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE

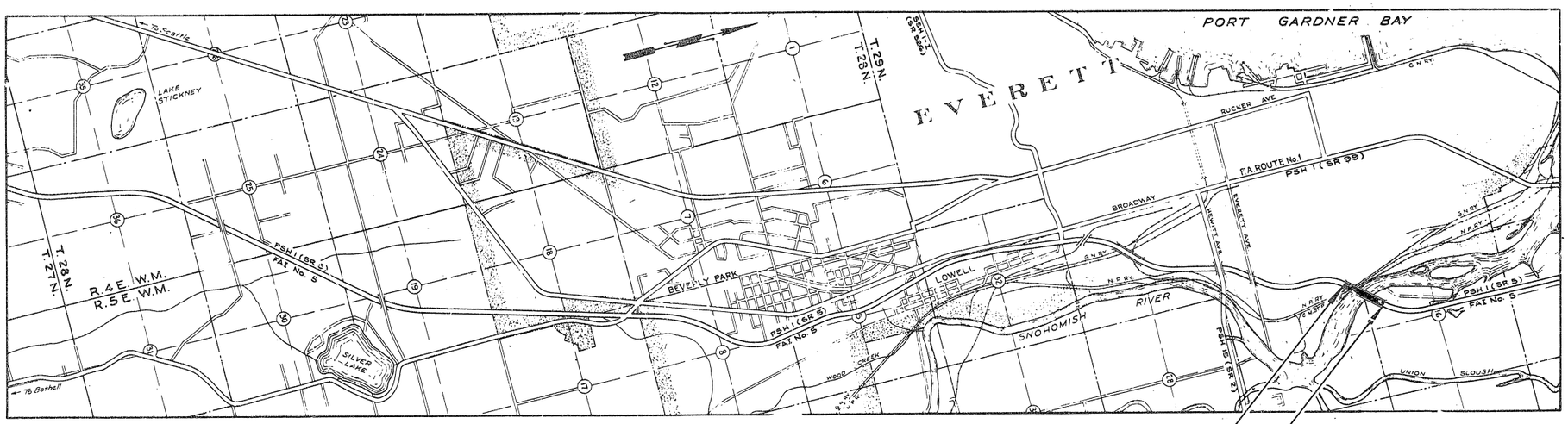
FEDERAL AID INTERSTATE ROUTE NO. 5
SNOHOMISH COUNTY
FEDERAL AID INTERSTATE PROJECT NO. I-5-4 (56)194

LAYOUT

GROSS LENGTH	0.304	MILE
EXCEPTION	0.000	MILE
NET LENGTH	0.304	MILE

CONVENTIONAL SIGNS

STATE AND COUNTY LINE
CORPORATE LIMITS
TOWNSHIP LINE
SECTION LINE
1/4 SECTION LINE
1/16 SECTION LINE
LAND GRANT LINE
MEANDER LINE
FENCE LINE
PROPERTY LINE
BASE OR SURVEY LINE
EXISTING RIGHT OF WAY
PROPOSED RIGHT OF WAY LINE
LIMITED ACCESS
EASEMENT LINE
RAILROAD
RAILROAD RIGHT WAY LINE
EXISTING ROAD
CULVERTS (EXISTING - PROPOSED)
BRIDGES (EXISTING - PROPOSED)
GUARDRAIL (EXISTING - PROPOSED)
TRANSMISSION TOWERS (WOOD - STEEL)
UTILITY POLES
MARSH
TREES



STA. L' 341+26.89
END OF I-5-4(56)194

STA. L' 325+21.44
BEG. OF I-5-4(56)194

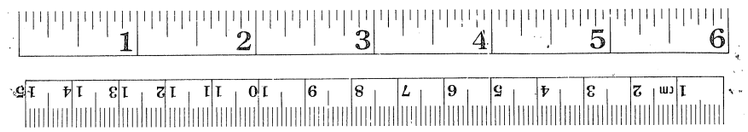
Approved: May 11, 1967

Director of Highways

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
APPROVED:
DISTRICT ENGINEER DATE

103/103

14487-35



12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
		I-5-4(56)194		1	35

INDEX

SHEET NO.	TITLE
1	INDEX
2	SUMMARY OF QUANTITIES
3 - 4	PLAN AND RIGHT-OF-WAY
5	BRIDGE LAYOUT
6	ROADWAY SLAB - PIER 1 TO HINGE 1
7	ROADWAY SLAB - HINGE 1 TO HINGE 2
8	ROADWAY SLAB - HINGE 2 TO PIER 8
9	ROADWAY SLAB - SPAN 8 & MISC. DETAILS
10	CURB & RAIL LAYOUT
11	GIRDER FRAMING - SPAN 1
12	GIRDER FRAMING - SPAN 2 THRU 5
13	GIRDER FRAMING - SPANS 6 & 7
14	GIRDER FRAMING - SPAN 8
15	GIRDER DETAILS
16	GIRDER HINGE DETAILS
17	GIRDER FIELD SPLICES
18	GIRDER CAMBER & MISC. DETAILS
19	FLOOR TRUSS
20	EXPANSION DAMS
21	BEARINGS
22	WATER PIPE & MISC. DETAILS
23	PIER 1 & FOOTING PLAN
24	PIER 1 - FOOTING DETAILS
25	PLAN & SECTIONS - PIERS 1 & 9
26	PIER 1 DETAILS
27	PIER 9 DETAILS
28	RETAINING WALLS AT PIER 1
29	RETAINING WALL TABLE & DETAILS
30	GUARD RAIL ANCHOR BASES
31	PIERS 2, 5, 6, 7 & 8
32	PIERS 3 & 4
33	NAVIGATION LIGHTS & DETAILS
34 - 35	BAR LIST

INDEX (CONTINUED)

SHEET NO.	TITLE

PSH 1 (SR 5)

SNOHOMISH RIVER BRIDGE

SNOHOMISH COUNTY

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

GEORGE D. ZAHN, ACTING CHAIRMAN

J. M. BLAIR, SR. — R. L. MIKALSON

H. WALSH

DIRECTOR OF HIGHWAYS

APPROVED May 11, 1967

CONTRACT NO. 14488 SHEET 1 TO 35 SHEETS INCL.

CHARLES G. PRATT — STATE OF WASHINGTON — PROFESSIONAL ENGINEER

12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		2	35

SUMMARY OF QUANTITIES

PROJECT LIMITS:
STATION L1 325+21.44 TO STATION L1 341+26.89

LENGTH: 1,605.45 LIN.FT. = 0.304 MILE

ITEM NO.	TOTAL QUANTITY	UNIT	I T E M
1	LUMP SUM	L.S.	MOBILIZATION
2	LUMP SUM	L.S.	DEMOLITION
3	250	TON	GRAVEL BACKFILL FOR DRAINS
4	50	TON	CRUSHED SURFACING TOP COURSE
5	150	CU.YD.	STRUCTURE EXCAVATION
6	200	LIN.FT.	DRAIN PIPE 8" DIAMETER
7	510	LIN.FT.	PERFORATED DRAIN PIPE 5" DIAMETER
8	280	SQ.YD.	CEMENT CONCRETE SIDEWALK
9	2	CU.YD.	HAND PLACED RIPRAP
			BRIDGE ITEMS
10	12,685	CU.YD.	STRUCTURE EXCAVATION
11	LUMP SUM	L.S.	SHORING AND CRIBS OR EXTRA EXCAVATION
12	16	ONLY	FURNISHING AND DRIVING TIMBER TEST PILES
13	13,400	LIN.FT.	FURNISHING TIMBER PILING (UNTREATED)
14	52,000	LIN.FT.	FURNISHING TIMBER PILING (CREOSOTE TREATED)
15	416	ONLY	DRIVING TIMBER PILES (UNTREATED)
16	866	ONLY	DRIVING TIMBER PILES (CREOSOTE TREATED)
17	2,920,000	POUND	STEEL REINFORCING BARS
18	2,790	CU.YD.	CONCRETE CLASS D
19	3,390	CU.YD.	CONCRETE CLASS B
20	7,720	CU.YD.	CONCRETE CLASS AX
21	LUMP SUM	L.S.	STRUCTURAL CARBON STEEL
22	LUMP SUM	L.S.	STRUCTURAL LOW ALLOY STEEL
23	LUMP SUM	L.S.	STRUCTURAL HIGH STRENGTH STEEL
24	32	ONLY	BRIDGE DRAINS
25	645	LIN.FT.	DOWNSPOUTS
26	6,517	LIN.FT.	BRIDGE RAILING TYPE R
27	LUMP SUM	L.S.	NAVIGATION LIGHTING SYSTEM
28	EST.6,500	DOLLAR	WATER REDUCING ADDITIVE

NOTE. For special features see special provisions.

19th St.

PSH 1 (SR 5)

SNOHOMISH RIVER BRIDGE

SNOHOMISH COUNTY

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

GEORGE D. ZANN, ACTING CHAIRMAN

J. M. BLAIR, SR. | R. L. MIKALSON
N. WALSON

CHARLES G. PRAHL — REGISTERED PROFESSIONAL ENGINEER

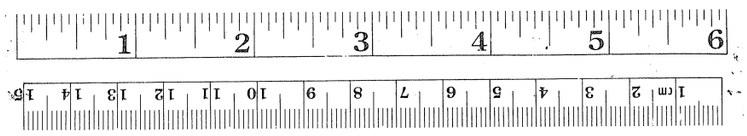
APPROVED May 11, 1967

CONTRACT NO. 14489

SHEET 2 of 35 SHEETS

Note Revision

DATE	REVISION	BY
5-31-67	Changed Items 10 & 18.	MB



12X

REGION NO.	STATE	FED. AID PROJECT NO.	SHEET NO.
8	WASH.	I-5-4(56)194	3 of 35

T. 29N., R 5E., W.M.

STATE R/W

SIDEWALK BY OTHERS

X^4 25+00

P.I.

EX.C.B.

P.C.

P.T.

EX.C.B.

℄ AL² RAMP

EX.C.B.

EX.C.B.

CEMENT CONCRETE SIDEWALK

P.C.

AVENUE

EX.C.B.

EX.M.H.

GRAND

EX. STORM SEWER

EAST GRAND AVE. OUTFALL - BY OTHERS

SEWER

EX.M.H.

EASEMENT

EX.M.H.

EX. W. 40"

N.P. & PACIFIC R.R.

G.N.R.R.

RIVER

OF EVERETT

6" PERFORATED DRAIN PIPE

L' 325+21.44
BEGIN PROJECT
BEGIN I-5-4(56) 194

L' LINE ℄

EX. 8" D.P.

By Others

C.B.

EX.M.H.

L' 327+60.32 S.T.

330

PSH 1(SR 5)

N 41°45'00" E

L' 325+82.10 P.O.S. =
X^4 22+25.14 P.O.T.

P.O.T.

P.T.

EX. 8" D.P.

℄ AR² RAMP

P.I.

X^4 20+00

P.T.

EX.C.B.

EX.C.B.

EX.C.B.

EX. IN.

EX. W.G.C.T.

CURB & GUTTER BY OTHERS

P.I.

P.O.T.

SIDEWALK BY OTHERS

EX. 8" D.P.

EX. S.S.

P.C.

EAST

SIDE WALK BY OTHERS

TRAFFIC CURB BY OTHERS

SNOHOMISH

CORPORATE LIMITS

GOV'T LOT 11 SEC. 16
GOV'T LOT 3 SEC. 21

333+75
200'

Smith Island Road

Shed

Barn

Shed

Shed

House

Shed

332+75
75'

332+00
215'

JOINT POWER & TELEPHONE TO BE RELOCATED - BY OTHERS

W-3"

EX. W. 3"

WATER LINE TO BE RELOCATED BY OTHERS

NOTE:
(1) BUILDINGS TO BE DEMOLISHED SEE SPECIAL PROVISIONS.
(2) FOR OTHER UTILITIES SEE BRIDGE LAYOUT PLAN.

CEMENT CONCRETE SIDEWALK

VARIES 2:1 MAX.

4.0'

5.0'

0.5'

CURB & GUTTER BY OTHERS

GRAVEL BACKFILL FOR DRAINS

1.5' MIN.

CRUSHED SURFACING TOP COURSE 0.25' COMPACTED DEPTH

PERFORATED DRAIN PIPE - 6" DIA.

4" CONC. SIDEWALK
3" CR. SURF. TOP COURSE

0.75'

1.5'

SECTION A-A

GRAND AVENUE
Sta. X^4 19+70 to X^4 24+40
Construct on Left:
6" Perforated Drain Pipe, 510 Lin. Ft.
Gravel Backfill For Drains, 250 Tons
Structure Excavation, 180 Cu. Yds.
Place Perf. Drain Pipe Beneath Sidewalk And Connect To Existing Catch Basin X^4 Sta. 20+55 (45' Lt.)

40 20 0 40 80 120 160
Scale In Feet

CURVE DATA

P.I. STATION	Δ	CΔ	R	T	L	(Y) COORDINATES (X)		SPIRALS - BK. & AHD. a	Dᵉ	Ls	S/FT.
L' 319+87.72	39°45' Rt.	15°45'	1432.39	821.15	393.75	364,337.39	1,669,834.54	2/3	12°00'	6.00	0.09'
X^4 20+00.00	17°13'50" Lt.		1200.00	181.81	360.88	364,606.07	1,670,351.32				0.03'
X^4 27+30.78	19°23'50" Lt.		700.00	119.64	236.98	365,282.90	1,670,068.57				0.03'

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

PLAN & RIGHT OF WAY

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

SHEET 3 OF 35 SHEETS

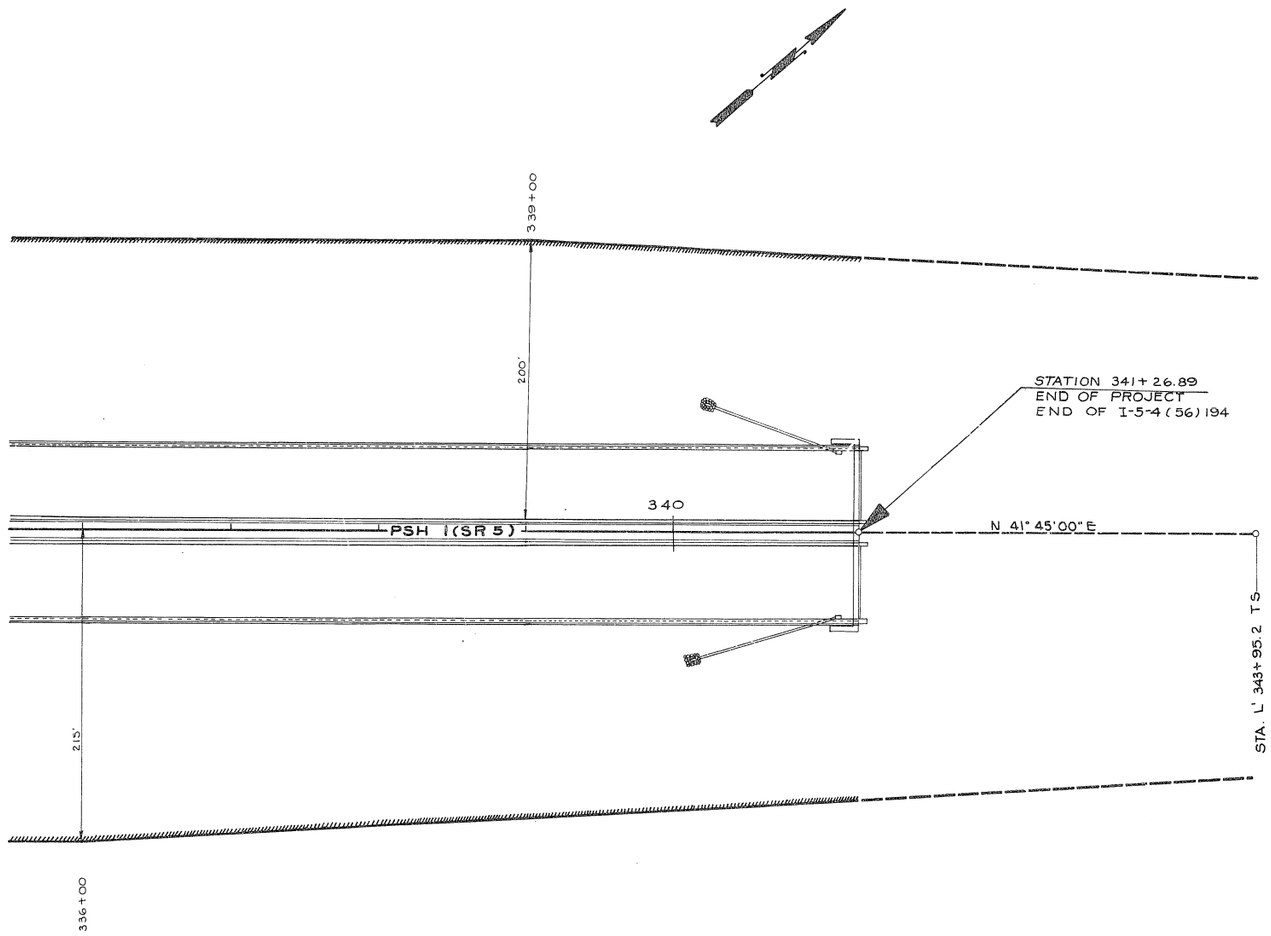
May 11, 1967

14490

12X

REGION NO.	STATE	FED. AID PROJECT NO.	SHEET NO.
8	WASH.	I-5-4(56)194	4 of 35

T. 29 N., R 5 E., W.M.



Sta. 341+16.5 Rt. Const. 100 Lin. Ft. of Drain Pipe 8" Diam. * 10 Cu. Yds. Structure Excavation 1 Cu. Yd. Hand Placed Riprap	Sta. 341+16.5 Lt. Const. 100 Lin. Ft. of Drain Pipe 8" Diam. * 10 Cu. Yds. Structure Excavation 1 Cu. Yd. Hand Placed Riprap

* Concrete or V.C. pipe not acceptable.

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

PLAN AND RIGHT OF WAY

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

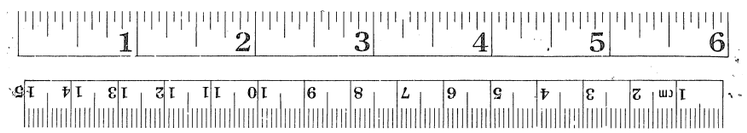
GEORGE D. EARL, ACTING CHAIRMAN
A. M. ELLIS, SR. — R. WALSH — S. L. ANDERSON

APPROVED May 11, 1967

SHEET 4 OF 35 SHEETS

CONTRACT NUMBER

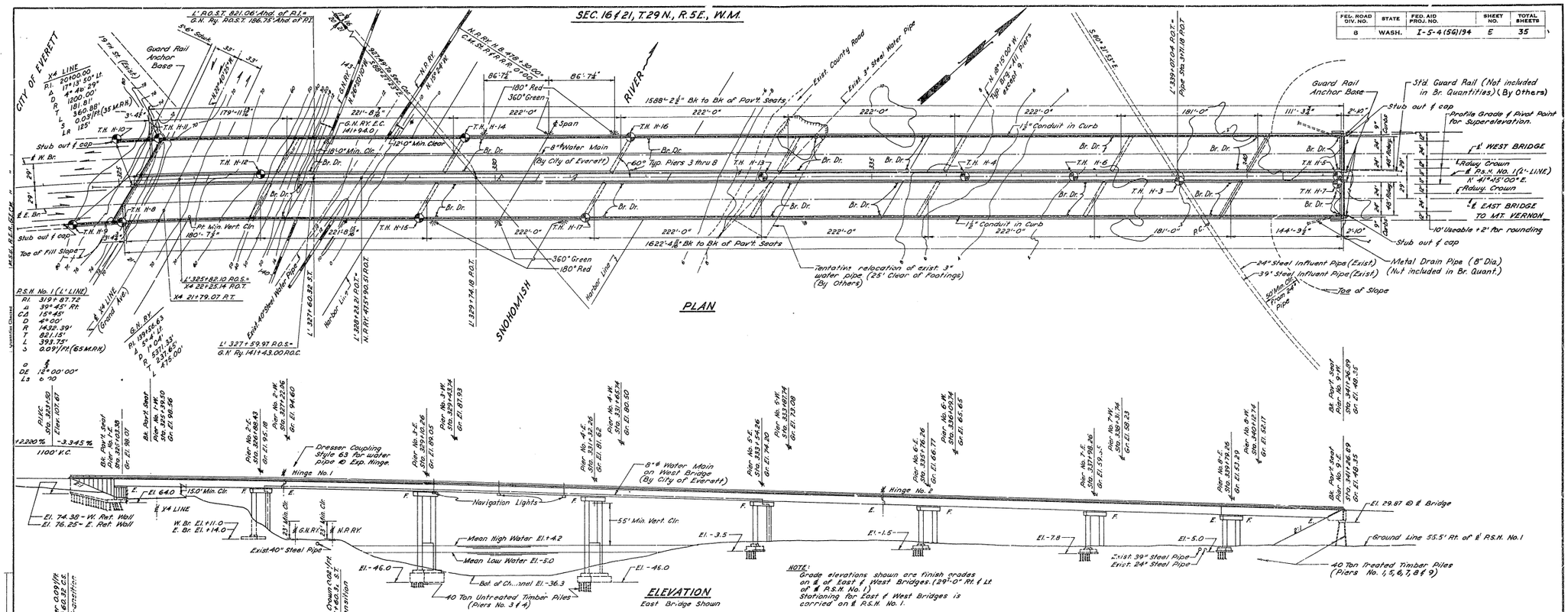
14491



12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194	5	35

SEC. 16 & 21, T. 29 N., R. 5 E., W.M.



NOTE: Grade elevations shown are finish grades on ℄ of East & West Bridges. (29'-0" Rt. & Lt. of ℄ R.S.H. No. 1). Stationing for East & West Bridges is carried on ℄ R.S.H. No. 1.

GENERAL NOTES

All material and work shall be in accordance with the requirements of the State of Washington, Department of Highways, Standard Specifications for Road and Bridge Construction, dated 1963 and Amendment No. 1, dated January 1966.

Footing elevations are subject to change depending upon foundation material encountered. Reinforcing steel for the footings, columns, walls and retaining walls shall not be cut until final footing elevations have been determined in the field.

The concrete in all seals shall be Class D mix. The concrete in the footings of all piers, the walls of Piers No. 1 and 9 and the retaining walls shall be Class B mix. All other cast in place concrete shall be Class AX mix.

The concrete seals are designed for a water elevation of 7.0 feet. After seals are poured, cofferdams shall not be unwatered when the water is above elevation 7.0, and provision shall be made to flood the cofferdam in the event the water surface is above the design elevation.

Falsework shall be carefully released to prevent impact or undue stresses in the structure.

The maximum design soil pressure per square foot is four (4) tons for Pier No. 2.

Each pile shall be driven to a depth sufficient to develop a minimum load bearing capacity of forty (40) tons.

Unless otherwise shown on the plans, concrete cover measured from the face of the concrete to the face of any reinforcement bar shall be 1" at the bottom of slabs and at the tops of curbs or sidewalks, 2½" at the bottom of footings and 1½" at all other locations including stirrups and ties.

APPROXIMATE QUANTITIES

	For Two Structures	
Structure Excavation.	12,615	Cu. Yds.
Shoring and Cribs or Extra Excavation.	Lump	Sum
Furnishing and Driving Timber Test Piles.	16	Only
Furnishing Timber Piling (Untreated).	13,400	Lin. Ft.
Furnishing Timber Piling (Creosote Treated).	52,000	Lin. Ft.
Driving Timber Piles (Untreated).	416	Only
Driving Timber Piles (Creosote Treated).	866	Only
Steel Reinforcing Bars.	2,920,000	Lbs.
Concrete Class D.	2,790	Cu. Yds.
Concrete Class B.	3,390	Cu. Yds.
Concrete Class AX.	7,720	Cu. Yds.
Structural Carbon Steel.	Lump	Sum
Structural Low Alloy Steel.	Lump	Sum
Structural High Strength Steel.	Lump	Sum
Bridge Drains.	32	Only
Downspouts.	645	Lin. Ft.
Bridge Railing Type R.	6,517	Lin. Ft.
Navigation Lighting System.	Lump	Sum
Water Reducing Additive	Est. 6,500	Dollars

LOADING: HS-20 OR TWO 24 KIP AXLES @ 4' CTRS.

Note Revision 7

DATE	REVISION	BY	APP'D.
5-31-67	Deleted Exist. Stockpile Slope Lines - Rev. Seal elev @ Pier 3. F.T.F. Quant to suit. Also Rev. Vent elev. for all seals.	S.N.	

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

LAYOUT

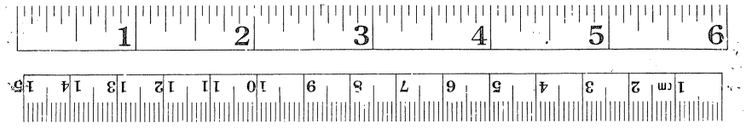
WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

GEORGE H. EMAL, ACTING CHAIRMAN
J. H. BLAIR, JR.
H. WALLY
R. L. ERICKSON

APPROVED May 11, 1967

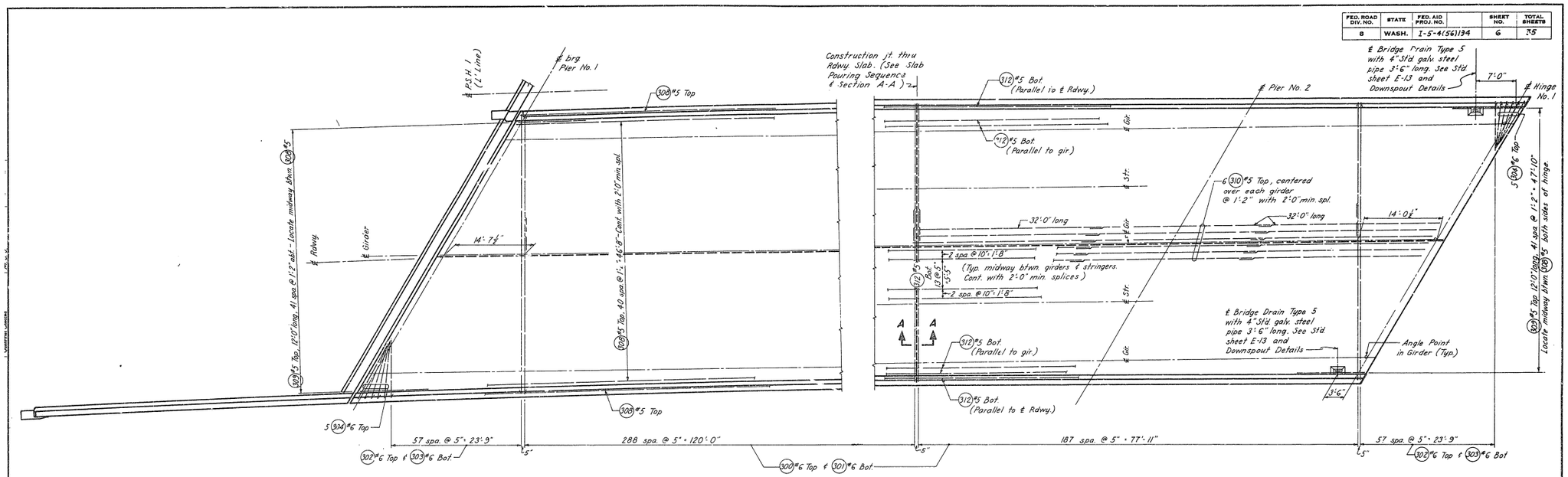
SHEET 5 OF 35 SHEETS

CONTRACT NO. 14492



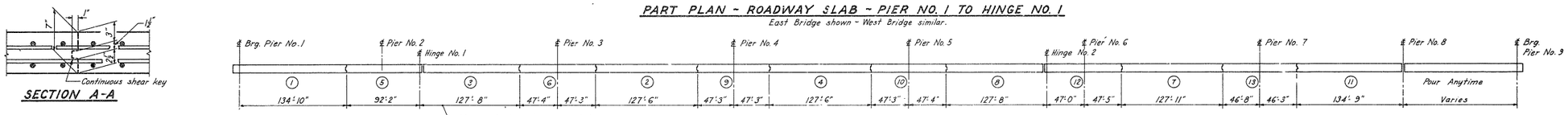
12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194	6	35



PART PLAN - ROADWAY SLAB - PIER NO. 1 TO HINGE NO. 1

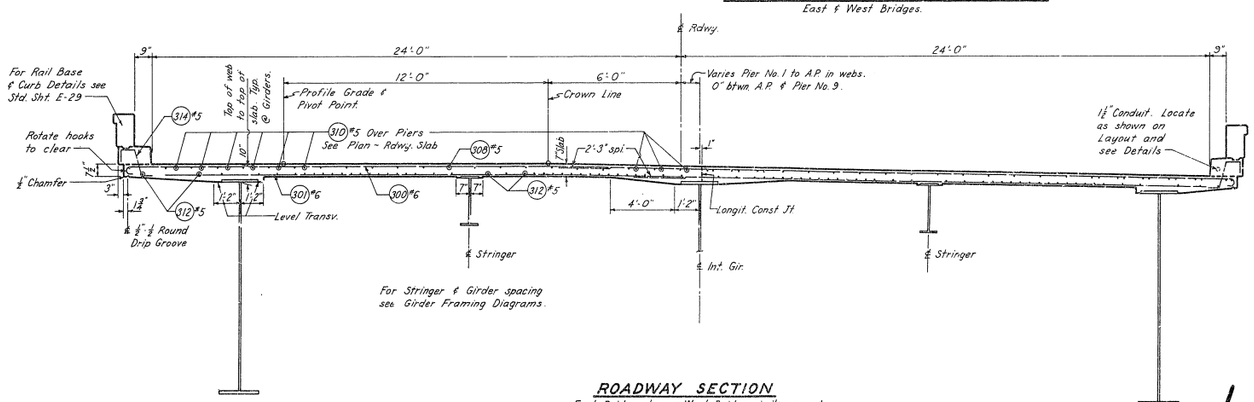
East Bridge shown - West Bridge similar.



SECTION A-A

ROADWAY SLAB POURING SEQUENCE

East & West Bridges.



ROADWAY SECTION

East Bridge shown - West Bridge similar except Crown Line and Profile Grade & Pivot Point are opp. hand. Looking ahead on stationing.

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

RDWY. SLAB
PIER 1 TO HINGE 1

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

GEORGE D. EVANS, ACTING CHAIRMAN

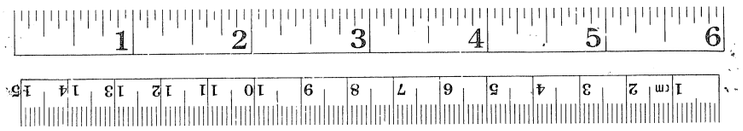
J. H. CLAYE, JR.
H. WALSH
R. L. MIKKELSON

APPROVED May 11, 1967

SHEET 6 OF 35 SHEETS

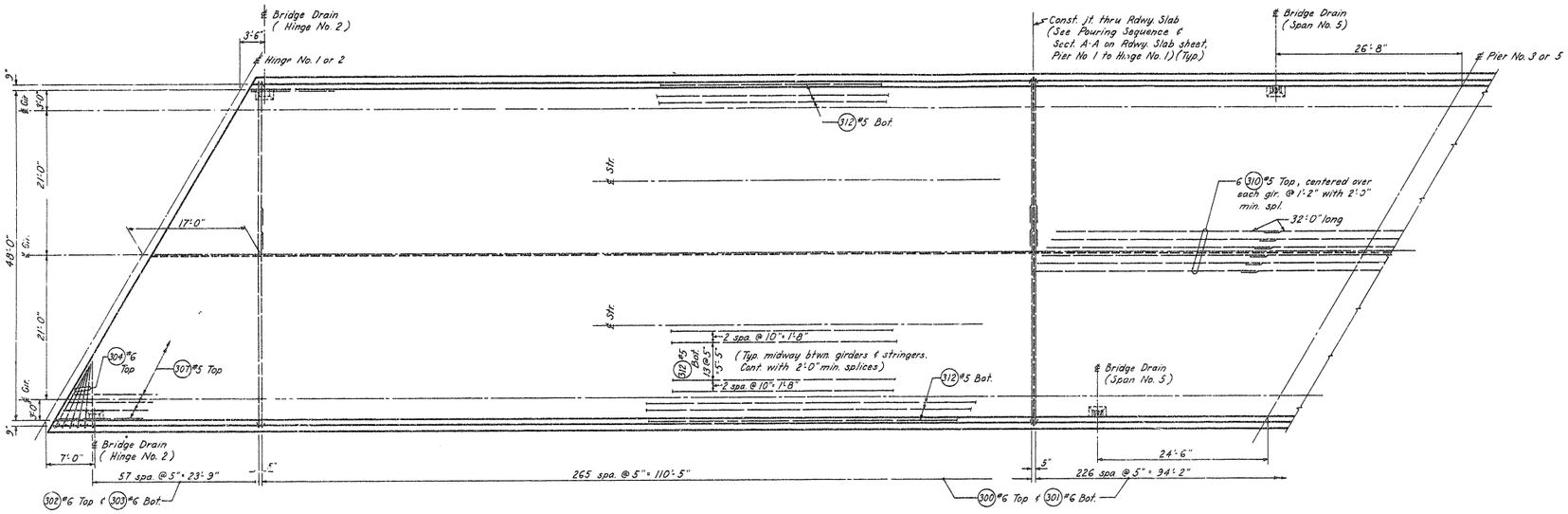
CONTRACT NO.

14493

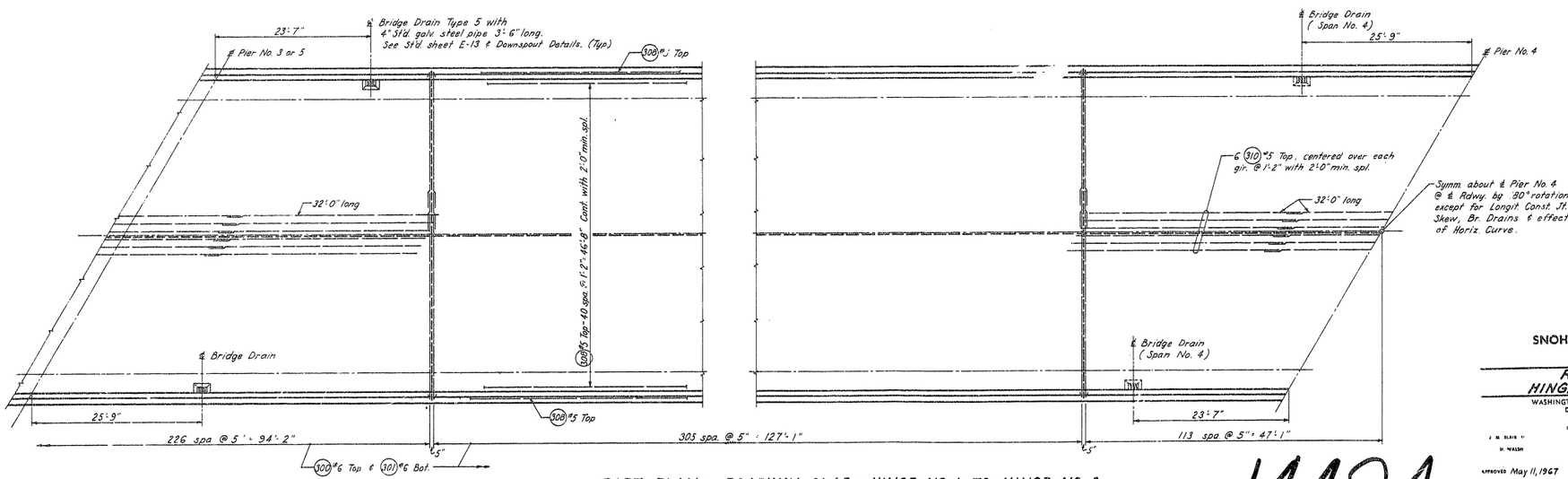


12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194	7	35



NOTE: See Layout for Bridge Drain locations.



PART PLAN ~ ROADWAY SLAB ~ HINGE NO. 1 TO HINGE NO. 2
East & West Bridges.

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

RDWY. SLAB
HINGE 1 TO HINGE 2

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. FLAHI, ACTING CHAIRMAN
J. M. ELAIS
H. WALSH
R. L. ERICKSON

APPROVED May 11, 1967
SHEET 7 OF 35 SHEETS
CONTRACT NO.

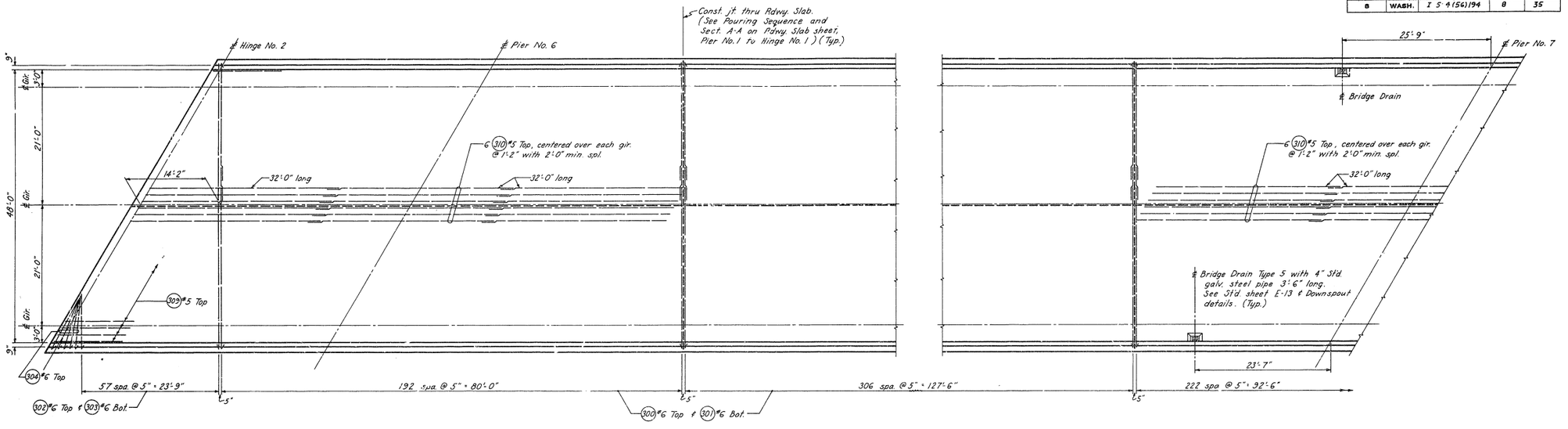
14494

Quantities Checked

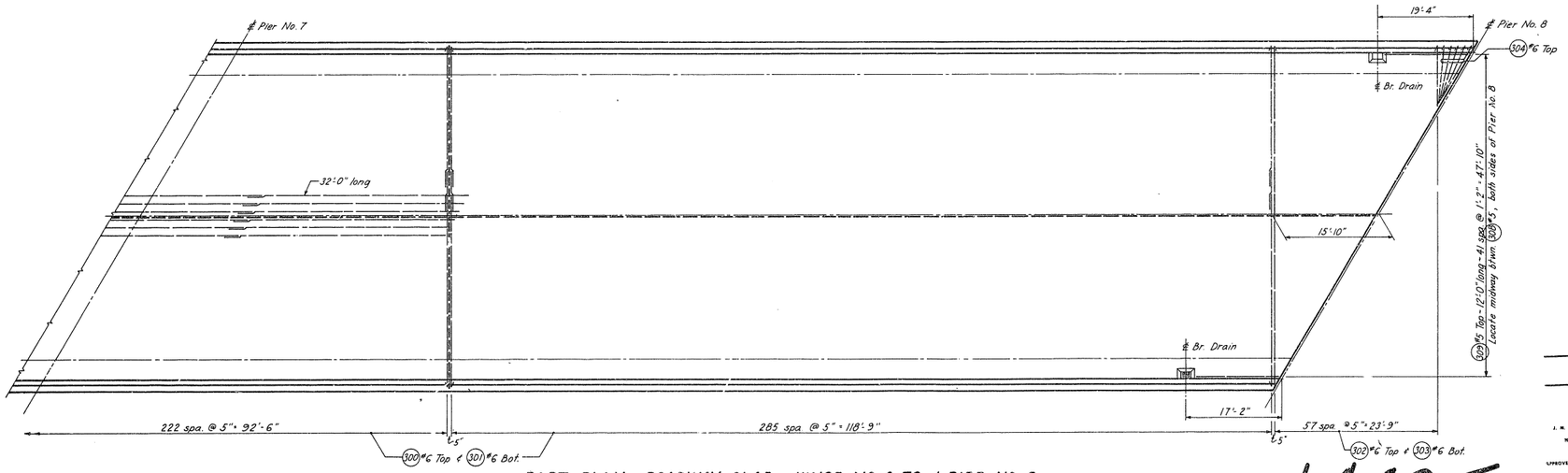
1" = 5'-0"

12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I S-4156)194		8	35



NOTE: For details of longit. reinf. not shown see "PART PLAN - RDWY. SLAB - HINGE NO. 1 TO HINGE NO. 2".



PART PLAN - ROADWAY SLAB - HINGE NO. 2 TO ℄ PIER NO. 8
East & West Bridges.

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

RDWY. SLAB
HINGE 2 TO PIER 8

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. ZHAN, ACTING CHAIRMAN

J. M. BLAIR, II
N. WALSH
R. L. ERICKSON

APPROVED May 11, 1967

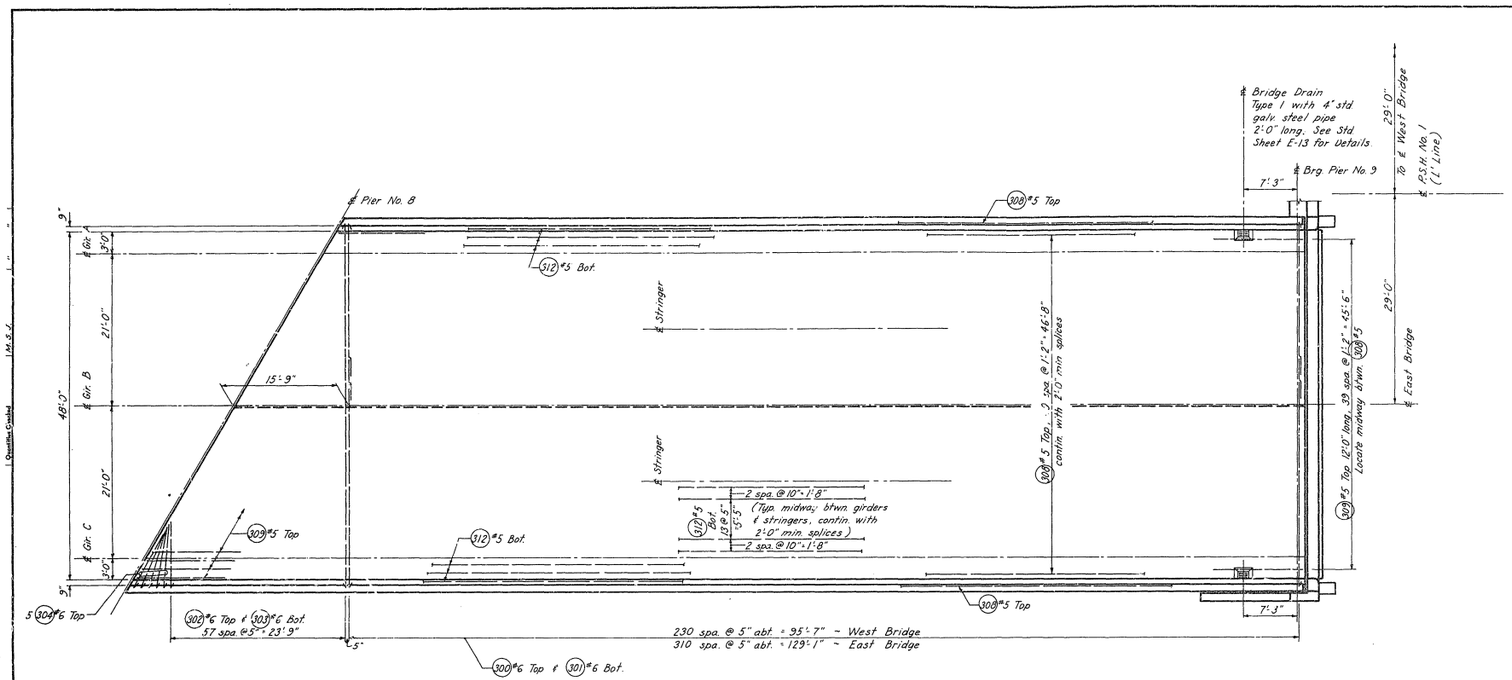
SHEET 8 OF 35 SHEETS

CONTRACT NO. 14495

Quantities Checked | M.S.S.

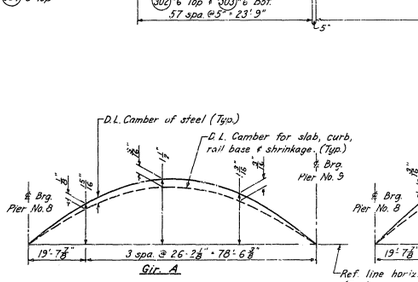
12X

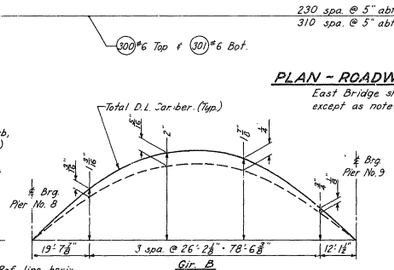
FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		9	35



PLAN - ROADWAY SLAB - SPAN NO. 8

East Bridge shown, West Bridge similar except as noted.





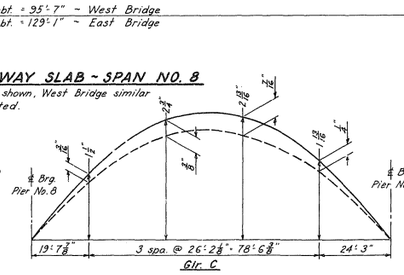
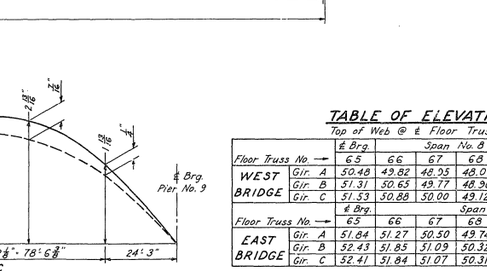


TABLE OF ELEVATIONS

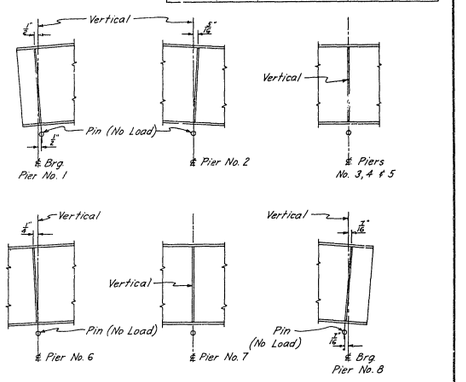
Top of Web @ ℄ Floor Truss.

		℄ Brg.		Span No. 8			℄ Brg.
Floor Truss No. →		65	66	67	68	69	70
WEST BRIDGE	Gir. A	50.48	49.82	48.95	48.07	47.20	47.20
	Gir. B	51.31	50.65	49.77	48.90	48.02	47.62
	Gir. C	51.33	50.88	50.00	49.12	48.25	47.44

		℄ Brg.	Span No. 8						℄ Brg.
Floor Truss No. →		65	66	67	68	69	70	71	72
EAST BRIDGE	Gir. A	51.84	51.27	50.50	49.74	48.97	48.20	47.44	47.44
	Gir. B	52.43	51.85	51.09	50.32	49.55	48.79	48.02	47.62
	Gir. C	52.41	51.84	51.07	50.31	49.54	48.77	48.01	47.20



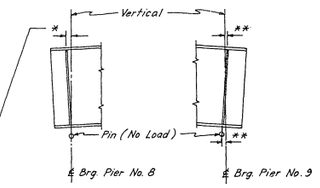
CAMBER DIAGRAM - SPAN NO. 8



BRG. STIFF. CAMBER DIAGRAM

East & West Bridges.

		*	**
WEST BRIDGE	Gir. A	1/2"	1"
	Gir. B	11/16"	3/8"
	Gir. C	13/16"	13/16"
EAST BRIDGE	Gir. A	3/8"	15/16"
	Gir. B	1"	1/2"
	Gir. C	1 1/16"	3/8"



BRG. STIFF. CAMBER DIAGRAM SPAN NO. 8 (East & West Bridges)

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

RDWY. SLAB
SPAN 8 & MISC. DETAILS

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. ZHAN, ACTING CHAIRMAN

J. N. SLAIR, JR.
N. WALSH
R. L. MALLSON

APPROVED May 11, 1967

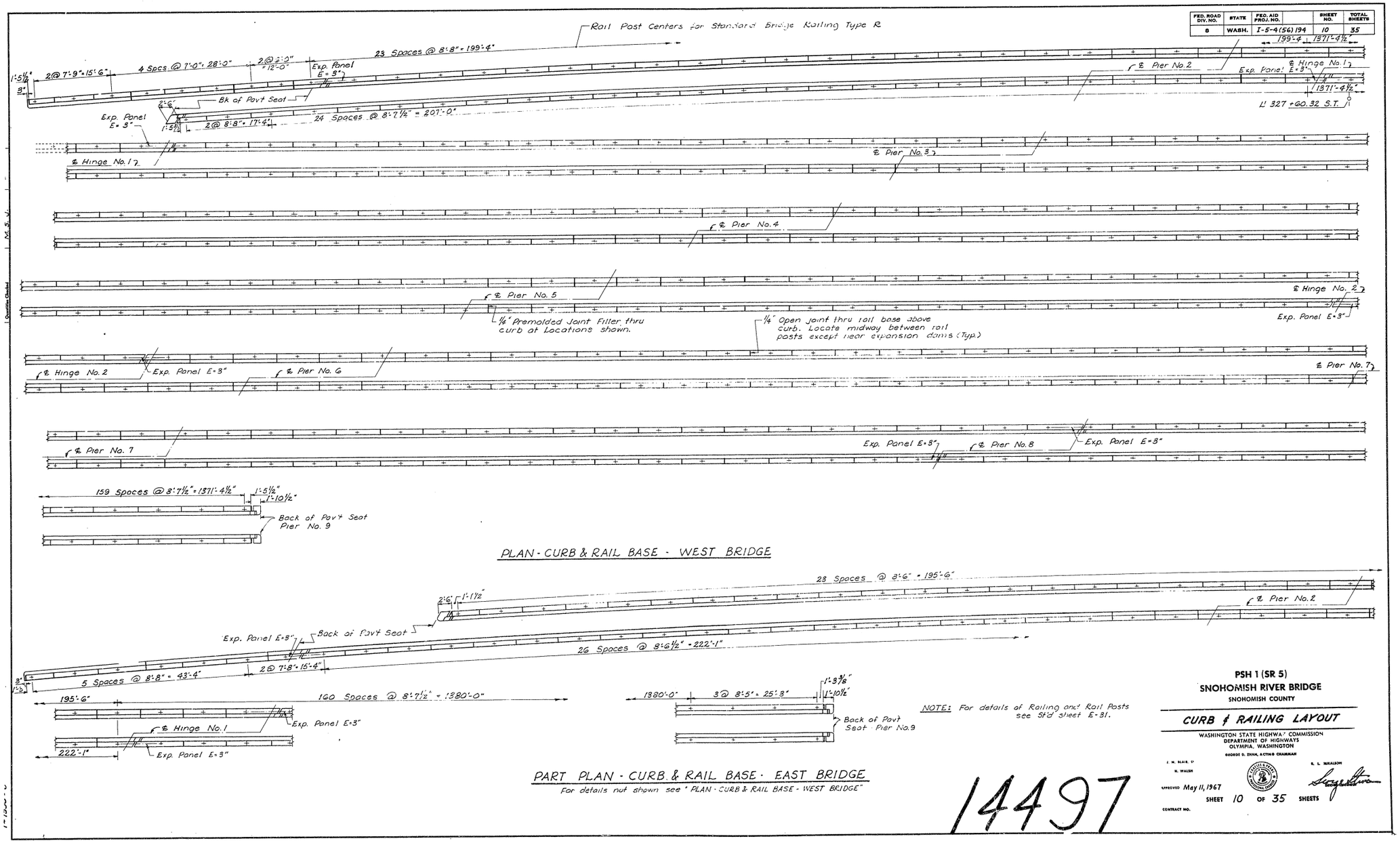
SHEET 9 OF 35 SHEETS

CONTRACT NO.

14496

12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		10	35



PLAN - CURB & RAIL BASE - WEST BRIDGE

PART PLAN - CURB & RAIL BASE - EAST BRIDGE

For details not shown see "PLAN - CURB & RAIL BASE - WEST BRIDGE"

NOTE: For details of Railing and Rail Posts see Std sheet E-31.

14497

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

CURB & RAILING LAYOUT

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. EVANS, ACTING CHAIRMAN

J. M. BLAIR, D. M. WALSH — R. L. MACALOON

APPROVED May 11, 1967

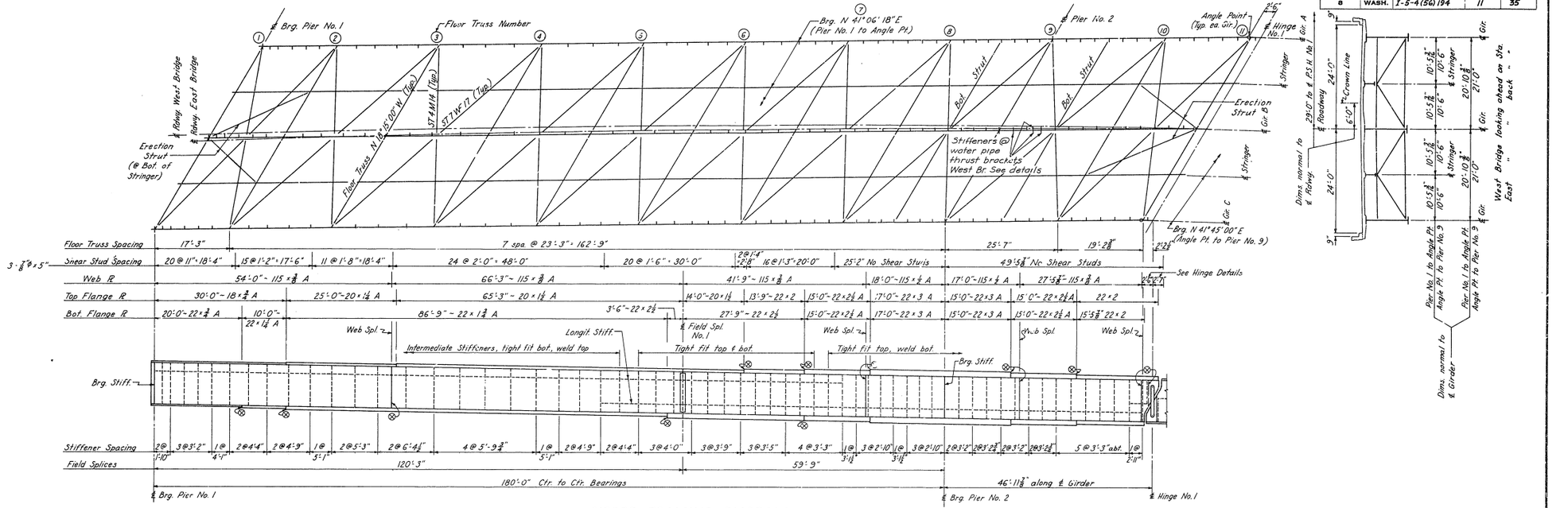
SHEET 10 OF 35 SHEETS

CONTRACT NO.

Quantities Checked

12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194	11	35

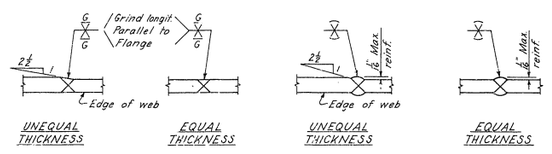


GIRDER FRAMING DIAGRAM

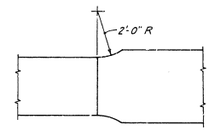
℄ BRG. PIER NO. 1 TO HINGE NO. 1
East Bridge and West Bridge.
⊗ Denotes tension butt weld for flanges or portion of webs.

STRUCTURAL STEEL NOTES

1. Materials marked "A" denotes "Structural Low Alloy Steel" A.S.T.M. A-441 Modified.
2. Materials marked "HS" denotes "High Yield Strength, Heat Treated Structural Steel", A.S.T.M. A-514-65.
3. All other materials shall be "Structural Steel" A.S.T.M. A-36.
4. All welding shall be equal in strength to the parent metal and shall conform to the current specifications of the American Welding Society for Welded Highway and Railway Bridges.
5. All girder field splices shall be ⅞" ø rivets A.S.T.M. A-502 Grade 1.
6. All other field and shop connections shall be ⅞" ø Rivets A.S.T.M. A-502 Grade 1 or ⅞" ø High Strength Bolts A.S.T.M. A-325 with minimum distance of 3 inches between centers.
7.
8. All bolts shall be placed with the head towards the outside and underside of the bridge.
9. Girder field splices shall be subpunched and reamed while assembled in the shop.
10. Welding Sequence :
    Flange plate splices, plates and bars at top of bearing stiffeners to tension flanges web splices, flange plates to web, stiffeners to web and flanges, and lateral plates to web and stiffeners.
11. All transverse stiffeners and web splices shall be vertical. All longitudinal and transverse stiffeners except bearing stiffeners shall be placed on the inside of exterior girders.
12. The girder sections shall be handled in such a manner as to prevent damage to the girders. If necessary, temporary stiffening shall be provided to prevent buckling during erection.
13. For painting, see Special Provisions.
14. Detail floor trusses and laterals to geometric lengths.



SPLICE DETAILS



TOP FLANGE UNEQUAL WIDTHS

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

GIRDER FRAMING SPAN 1

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE H. DAN, ACTING CHAIRMAN

J. H. BLAIR, 1ST
H. WALSH
R. L. BREASSURE

APPROVED May 11, 1967

CONTRACT NO. 14498

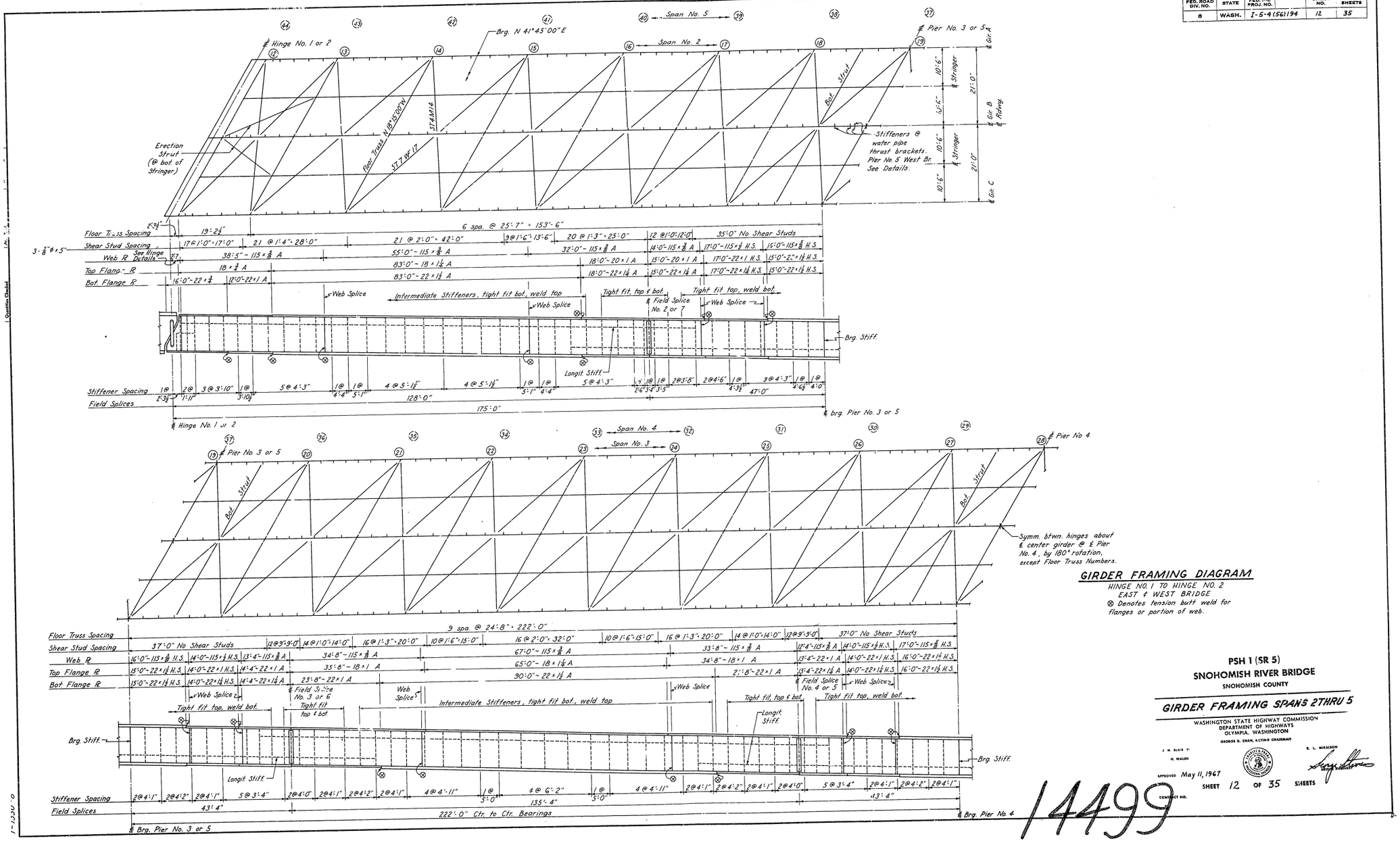
SHEET 11 OF 35 SHEETS

DATE	REVISION	BY	APPD.
5/1967	Deleted Structural Steel Note No. 7	S.N.	[illegible]

Note Revision 2

12X

FED. ROAD DIV. NO.	STATE	FED. NO. PROJ. NO.		SHEET NO.	TOTAL SHEETS
6	WASH.	I-5-4(56)194		12	35



GIRDER FRAMING DIAGRAM

HINGE NO. 1 TO HINGE NO. 2
EAST ℄ WEST BRIDGE
⊗ Denotes tension butt weld for flanges or portion of web.

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

GIRDER FRAMING SPANS 2THRU 5

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. ZHAN, ACTING CHAIRMAN

J. N. SLAIK
H. WALSH
R. L. NIKALSON

APPROVED May 11, 1967

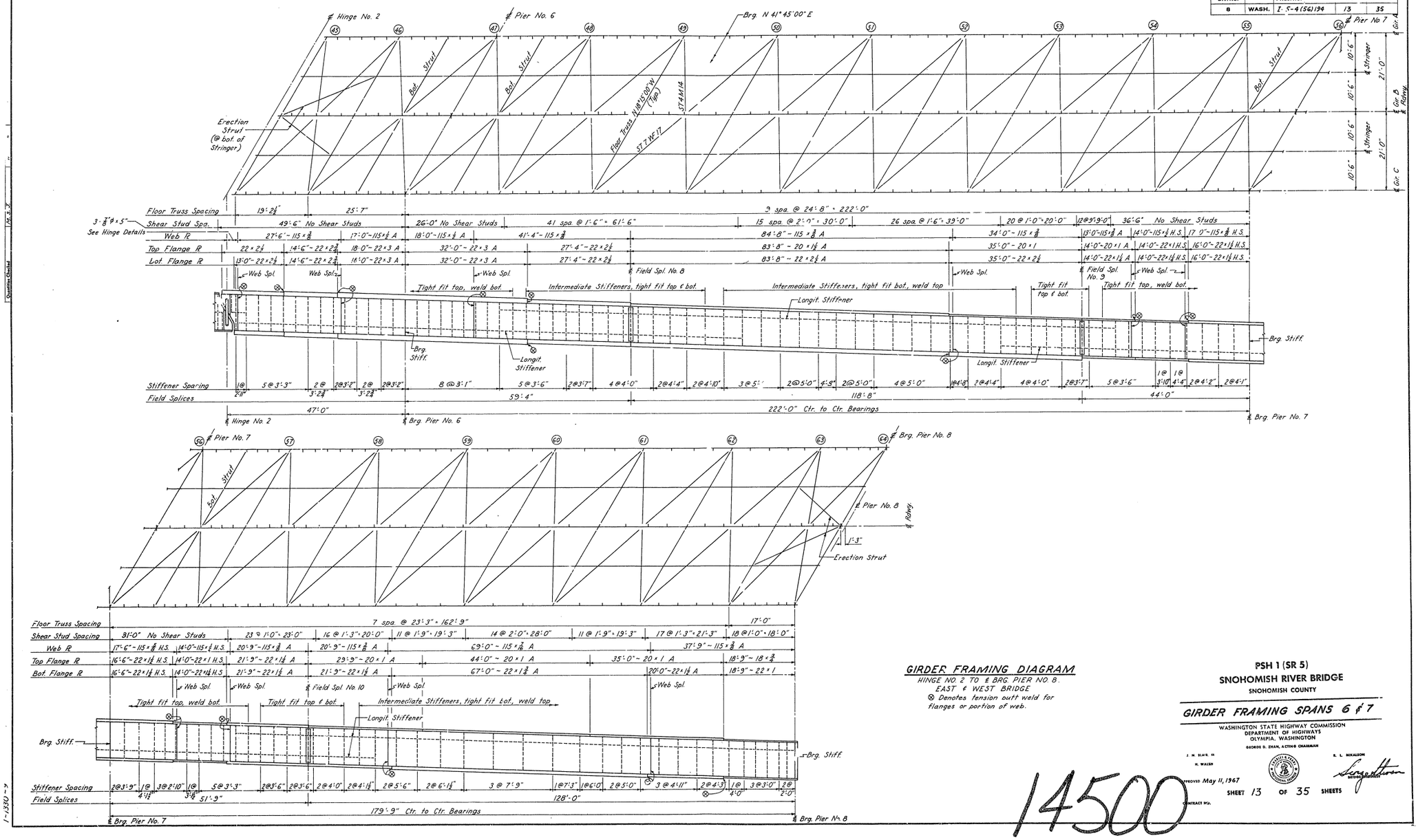
SHEET 12 OF 35 SHEETS

CONTRACT NO. 14499

I-5-4(56)194

12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	SHEET NO	TOTAL SHEETS
8	WASH.	I-5-4(56)194	13	35



GIRDER FRAMING DIAGRAM

HINGE NO. 2 TO ℄ BRG. PIER NO. 8.
EAST ℄ WEST BRIDGE
⊗ Denotes tension butt weld for flanges or portion of web.

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

GIRDER FRAMING SPANS 6 & 7

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. ZHAIN, ACTING CHAIRMAN
J. M. SLATE, JR.
H. WALSH
R. L. MIKALSON
DIRECTOR OF HIGHWAYS

APPROVED May 11, 1967
SHEET 13 OF 35 SHEETS
CONTRACT NO.

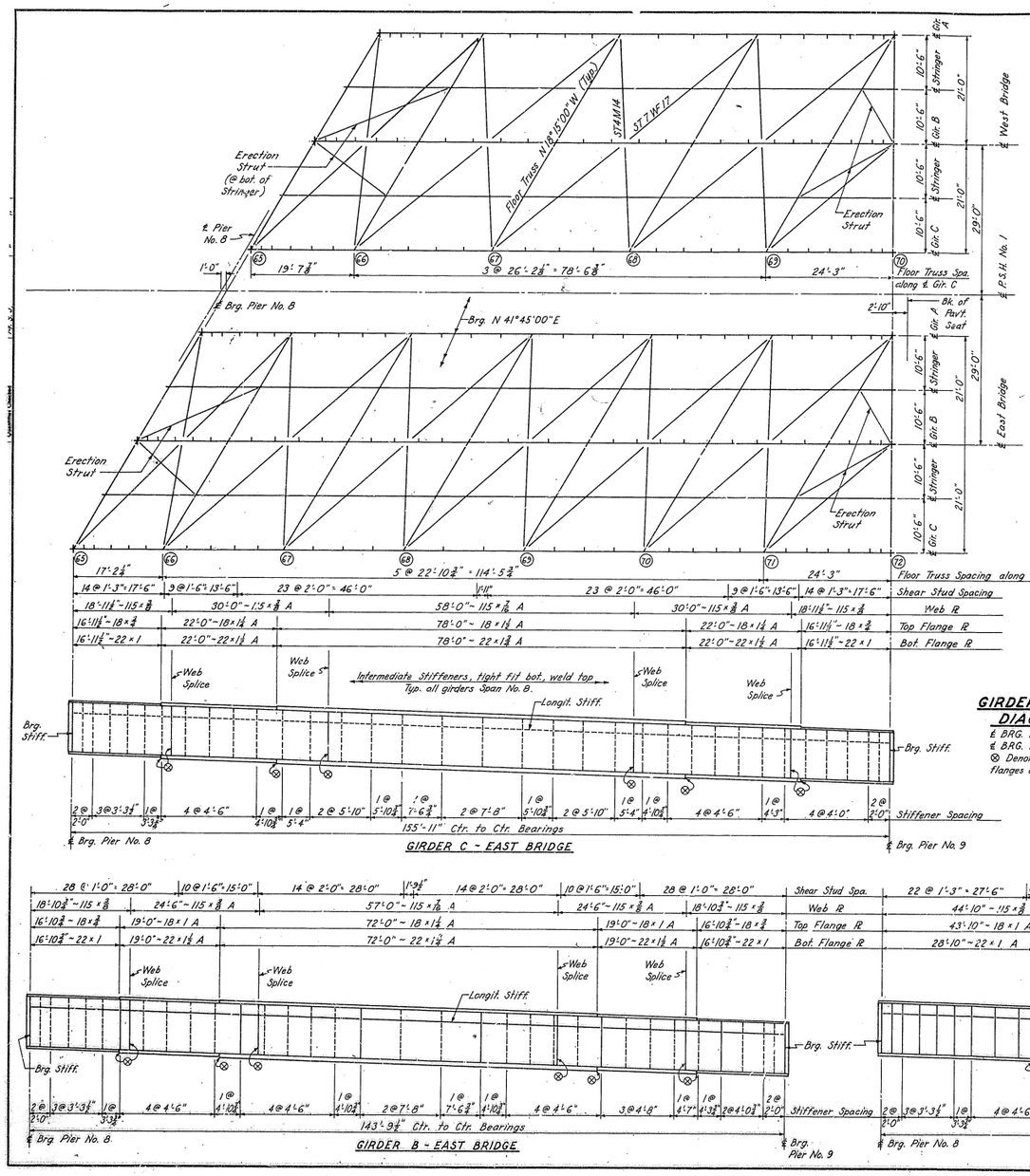
14500

Quantities Checked

I-1350-4

12X

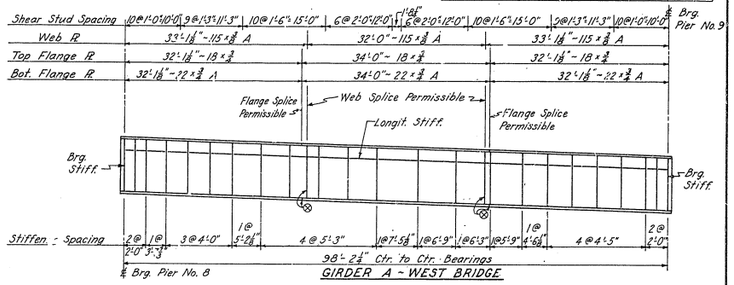
FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		14	35

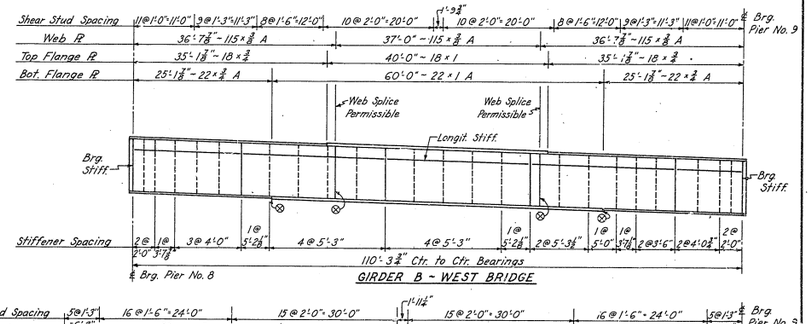


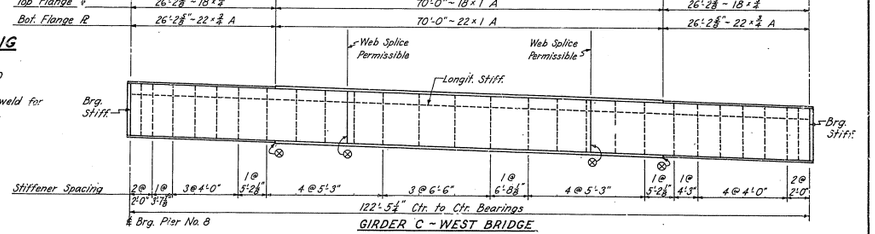
GIRDER FRAMING DIAGRAM

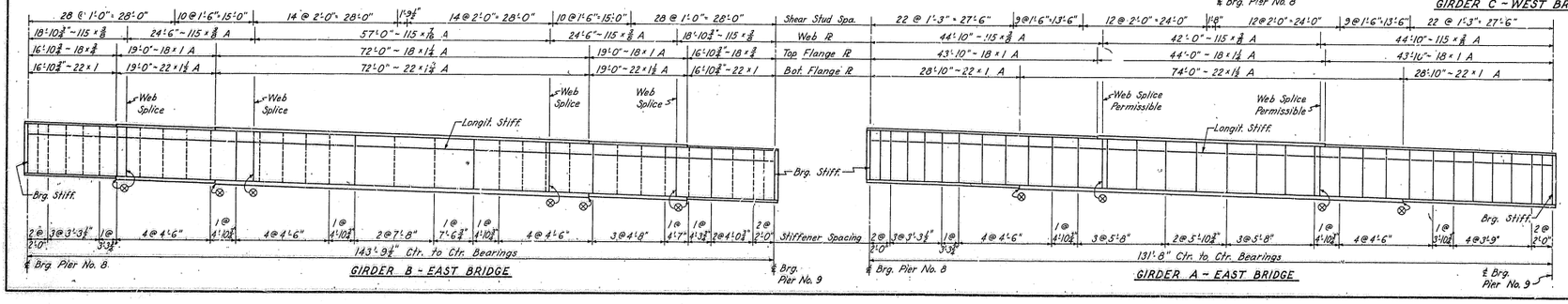
℄ BRG. PIER NO. 8 TO ℄ BRG. PIER NO. 9

⊗ Denotes tension butt weld for flanges or portion of web.









PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

GIRDER FRAMING SPAN 8

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. ZHAIN, ACTING CHAIRMAN

J. M. BLAIR, Sr.
H. WALLIS
R. L. ERICKSON

APPROVED May 11, 1967

SHEET 14 OF 35 SHEETS

CONTRACT NO. 14501

12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		15	35

*Flange to Web Weld
3/8 for 3/8" & 7/16 Webs
1/2 for 1/2" & 9/16" Webs

7/8"ø Shear Connectors

3/8" R Subpunch and ream to steel template.

Clip corners to clear welds (Top and bottom)

Finish to Bear

Weld stiffener to top or bottom flange as shown on "Girder Framing Diagram"

1-Bar 5 x 3/8 Typ. Top Longit. Stiff. (Typ.)

2 Rs 8 x 7/8 A

1-Bar 6 1/2 x 7/16

7/16 Intermediate Stiffener Normal to gir. except as shown.

Except as shown at Int Floor Truss Stiff.

3/8 R (Typ.)

Typ. all Lat Rs

See "Bearing Details"

11 1/2" @ Pier No. 1
10" Others

℄ Brg.

Tight fit bottom or top as shown on "Girder Framing Diagram"

1-Bar 6 7/8 x 7/16 @ Ext Girders
2 Bars 6 1/2 x 7/16 @ Int Girders
Typ. Int. Floor Truss Stiffeners

2-Rs 6 x 3/4 x 0'-9" HS @ Piers 3,4,5&7
A @ Piers 2&6

2-Bars 5/8 x 1 x 2'-6" A

Weld before welding web to flange

1/2 @ Piers No. 2&6
5/16 @ Others

SECTION "A-A"

2 Rs 2 x 10 1/2 A @ Piers No. 2&6
2 Rs 1/4 x 10 1/2 A @ Piers No. 3,4,5&7

1-Bar 5 x 3/8 A Typ. Bottom Longit. Stiffener. See Top Longit. Stiff. for c.o. tails.

Finish Stiffener to Bear

See "Bearing Details"

Center of Pin

℄ Brg.

Cope Lat. Rs @ Stiffeners

3/16" No. weld top for ice (Typ @ all floor trusses)

ST 4 M 14

ST 7 WF 17

3 x 3 x 5/16 L

℄ Downspout See Details

Bot. Strut ST 4 M 14

All Lateral Rs 7/8

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

GIRDER DETAILS

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

EUGENE B. ZIANI, ACTING CHAIRMAN
J. H. BLAIR, III
M. WALSH
E. L. ERICKSON

APPROVED May 11, 1967

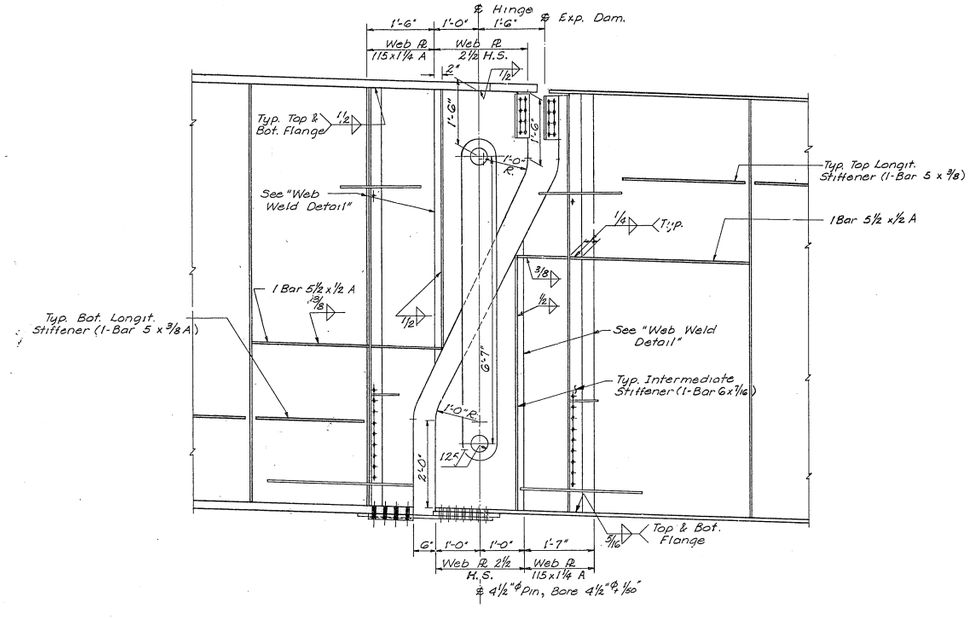
SHEET 15 OF 35 SHEETS

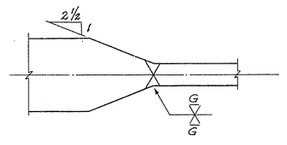
CONTRACT NO.

14502

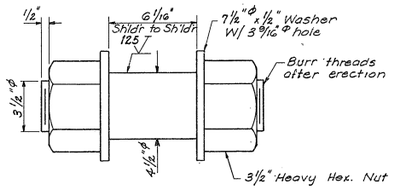
12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
10	WASH.	I-5-4(56)194		16	35

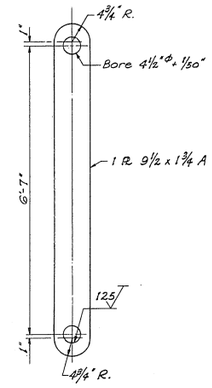




WEB WELD DETAIL AT HINGE

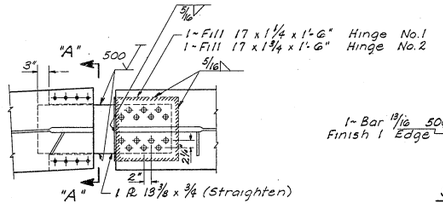


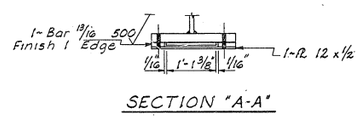
PIN
24 Required
Pins ~ Forged Steel
A.S.T.M. A-237 Class D



HINGE LINK
24 Required

NOTE: Surfaces which are inaccessible after assembly shall be painted with all three coats of paint prior to erection.





SECTION "A-A"

WIND TONGUE DETAIL
Shown at Hinge No. 1. Details at Hinge No. 2 similar except for angle point.

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

GIRDER HINGE DETAILS

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. EVANS, ACTING CHAIRMAN

J. M. CLAIR, JR.
H. WALSH
R. L. BENGSON

APPROVED May 11, 1967

SHEET 16 OF 35 SHEETS

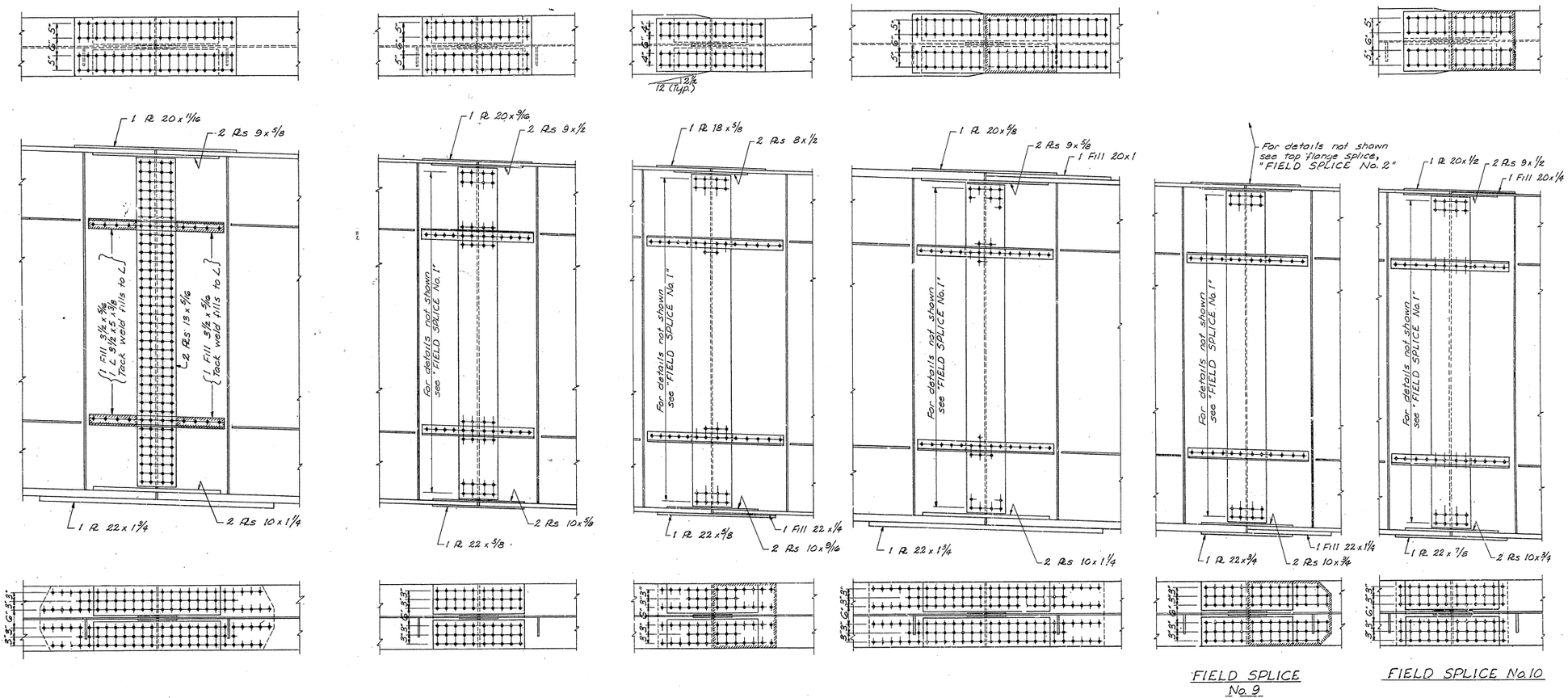
CONTRACT NO.

14503

12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		17	35

Drawing Checked M.S.J.



FIELD SPLICE No. 1

FIELD SPLICE No. 2

Field splice No. 7 opposite hand

FIELD SPLICE No. 3 & 5

Field splice No. 4 & 6 opposite hand.

FIELD SPLICE No. 8

FIELD SPLICE No. 9

FIELD SPLICE No. 10

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

GIRDER FIELD SPLICES

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

GEORGE B. ZIMAN, ACTING CHAIRMAN

J. M. KLAUS, JR.
H. MALMO
R. L. MORRISON

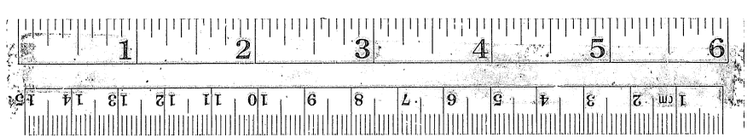
APPROVED May 11, 1967

SHEET 17 OF 35 SHEETS

CONTRACT NO.

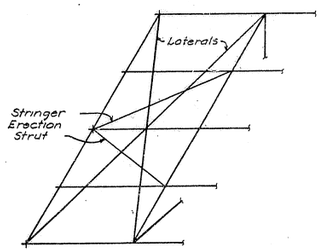
14504

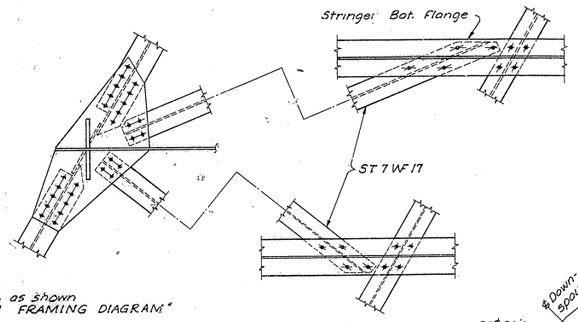
I-1930-13



12X

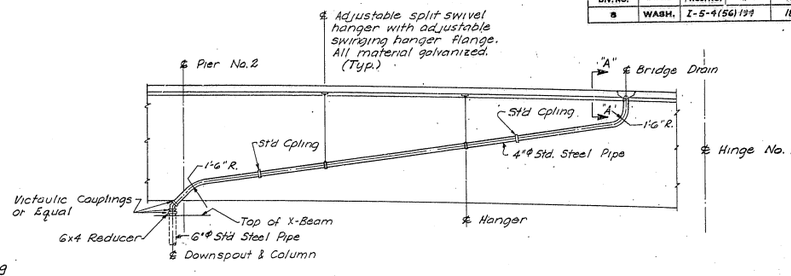
FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
5	WASH.	I-5-4(56)199		18	35

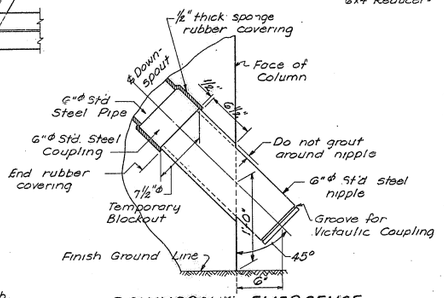




NOTE: Locate as shown on "GIRDER FRAMING DIAGRAM"

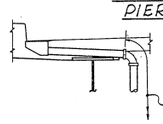
STRINGER ERECTION STRUT





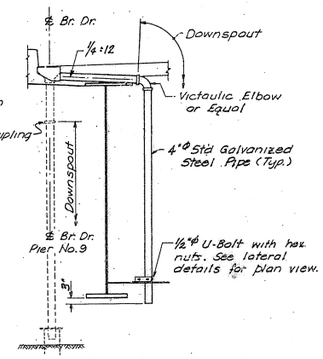
DOWNSPOUT EMERGENCE DETAIL - PIER No. 2

DOWNSPOUT DETAILS PIER No. 2 to HINGE No. 1



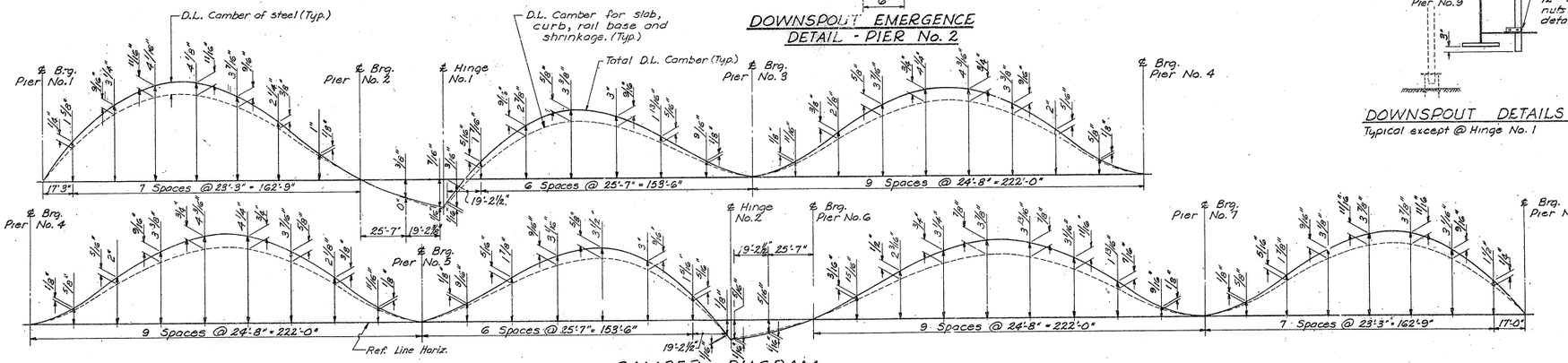
NOTE: For details not shown see Std sheet E-18

SECTION "A-A"



DOWNSPOUT DETAILS

Typical except @ Hinge No. 1



CAMBER DIAGRAM

TABLE OF ELEVATIONS

Top of web @ ℄ of floor truss

		℄ Brg.	Span No. 1								℄ Brg.	Span No. 2									℄ Brg.	Span No. 3									
Floor Truss No.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
WEST BRIDGE	Gir. A	97.97	97.58	97.04	96.46	95.86	95.24	94.57	93.89	93.17	92.35	92.20	91.71	91.17	90.42	89.64	88.83	87.99	87.18	86.27	85.45	84.62	83.80	82.97	82.5	81.32	80.50	79.67	78.85
	Gir. B	97.66	97.35	96.87	96.41	95.94	95.44	94.92	94.36	93.77	93.09	92.78	92.48	91.93	91.20	90.44	89.64	88.81	87.96	87.10	86.27	85.45	84.62	83.80	82.97	82.15	81.32	80.50	79.67
	Gir. C	97.26	97.00	96.63	96.23	95.80	95.35	94.86	94.35	93.82	93.20	92.71	92.59	92.08	91.37	90.62	89.84	89.03	88.18	87.32	86.50	85.67	84.85	84.02	83.20	82.37	81.55	80.72	79.90
EAST BRIDGE	Gir. A	97.57	97.30	96.92	96.51	96.08	95.62	96.14	94.62	94.08	93.45	92.96	92.84	92.33	91.63	90.90	90.13	89.32	88.49	87.63	86.81	85.98	85.16	84.33	83.51	82.68	81.86	81.03	80.21
	Gir. B	97.21	97.02	96.73	96.39	96.03	95.65	95.24	94.80	94.89	93.80	93.38	93.27	92.82	92.15	91.43	90.68	89.89	89.07	88.22	87.39	86.57	85.74	84.92	84.09	83.27	82.44	81.62	80.79
	Gir. C	96.76	96.63	96.45	96.16	95.81	95.44	95.04	94.62	94.18	93.64	93.23	93.13	92.69	92.06	91.35	90.62	89.85	89.04	88.20	87.38	86.55	85.73	84.90	84.08	83.25	82.43	81.60	80.78

		℄ Brg.	Span No. 4								℄ Brg.	Span No. 5									℄ Brg.	Span No. 6									
Floor Truss No.		28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55
WEST BRIDGE	Gir. A	78.85	78.02	77.20	76.37	75.55	74.72	73.90	73.07	72.25	71.42	70.57	69.71	68.85	68.00	67.14	66.29	65.64	65.49	64.85	64.00	63.17	62.35	61.52	60.70	59.87	59.04	58.22	57.40
	Gir. B	79.67	78.85	78.02	77.20	76.37	75.55	74.72	73.90	73.07	72.25	71.39	70.54	69.68	68.83	67.97	67.11	66.41	66.32	65.68	64.82	64.00	63.17	62.35	61.52	60.69	59.87	59.04	58.22
	Gir. C	79.90	79.07	78.25	77.42	76.60	75.77	74.95	74.12	73.30	72.47	71.62	70.76	69.91	69.05	68.19	67.34	66.70	66.55	65.90	65.05	64.22	63.40	62.57	61.75	60.92	60.10	59.27	58.45
EAST BRIDGE	Gir. A	80.21	79.38	78.56	77.73	76.91	76.08	75.26	74.43	73.61	72.78	71.93	71.07	70.22	69.36	68.50	67.65	67.00	66.85	66.21	65.36	64.53	63.71	62.88	62.06	61.23	60.40	59.58	58.75
	Gir. B	80.79	79.97	79.14	78.32	77.49	76.67	75.84	75.02	74.19	73.37	72.51	71.66	70.80	69.94	69.09	68.23	67.58	67.43	66.78	65.93	65.10	64.28	63.45	62.63	61.80	60.98	60.15	59.33

		℄ Brg.	Span No. 7								℄ Brg.
Floor Truss No.		56	57	58	59	60	61	62	63	64	
WEST BRIDGE	Gir. A	56.57	55.79	55.01	54.24	53.46	52.68	51.90	51.13	50.56	
	Gir. B	56.62	55.84	55.06	54.28	53.51	52.73	51.95	51.38		
	Gir. C	56.60	55.82	54.04	53.26	52.49	51.92				
EAST BRIDGE	Gir. A	58.92	57.74	56.96	56.18	55.40	54.63	53.85	53.07	52.50	
	Gir. B	58.50	57.72	56.95	56.17	55.39	54.61	53.84	53.06	52.49	

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

GIRDER CAMBER & MISC. DETAILS

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. ISAAK, ACTING CHAIRMAN

J. M. BLAIR, JR.
M. WARE

D. L. EMRALSON

APPROVED May 11, 1967

SHEET 18 OF 35 SHEETS

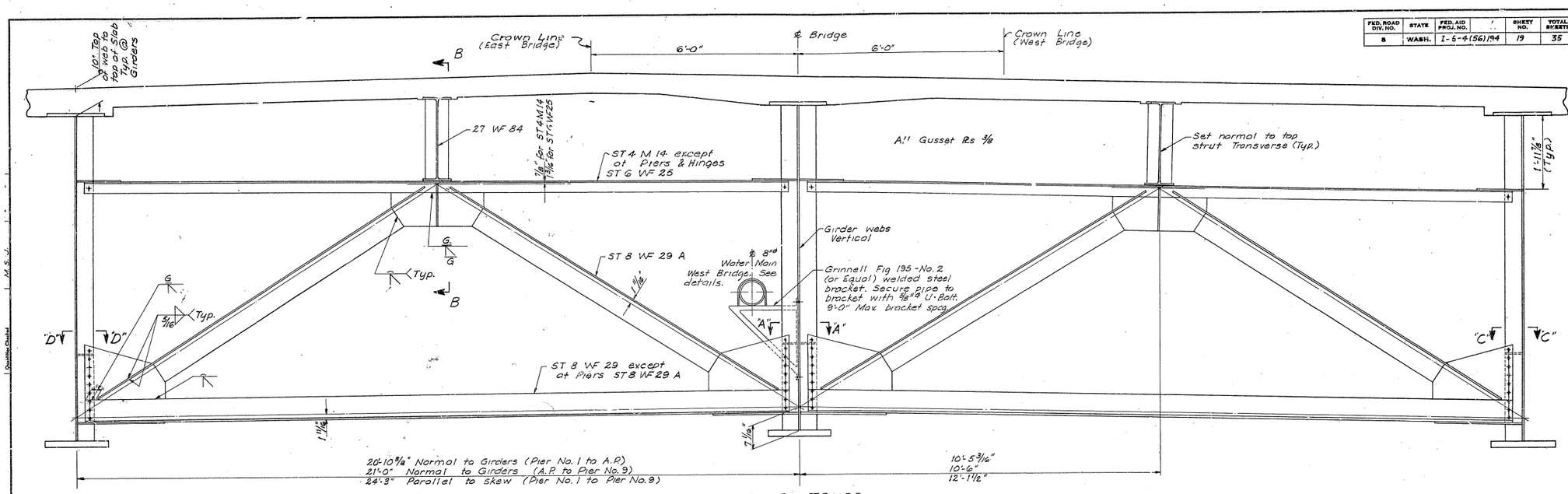
CONTRACT NO. 14505

Quantities Checked 05-31-67

I-132-4-14

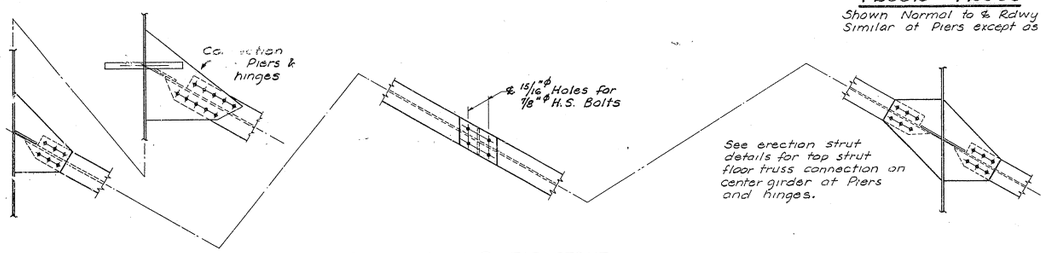
12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		19	35

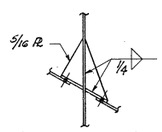


FLOOR TRUSS

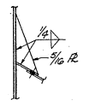
Shown Normal to ℄ Rdwy
Similar at Piers except as shown or noted.



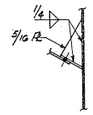
PLAN VIEW @ TOP STRUT



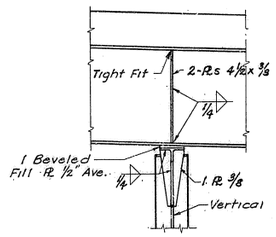
SECTION "A-A"



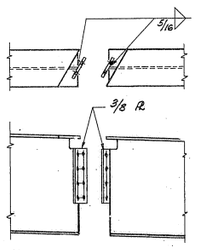
SECTION 'D-D'



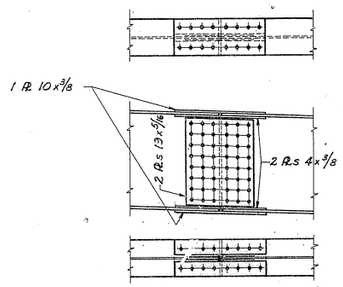
SECTION 'C-C'



SECTION "B-B"
Normal to skew



STRINGER @ EXP. JOINT



STRINGER FIELD SPLICE

NOTE: Number of splices is Contractors option. Locate 5'-2" from ℄ floor truss. No splice permitted in end stringer span each unit.

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

FLOOR TRUSS

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

GEORGE D. ZIHAN, ACTING CHAIRMAN
J. H. BLAIR, III
H. WALEN
R. L. ANKLADOVI

APPROVED May 11, 1967

SHEET 19 OF 35 SHEETS

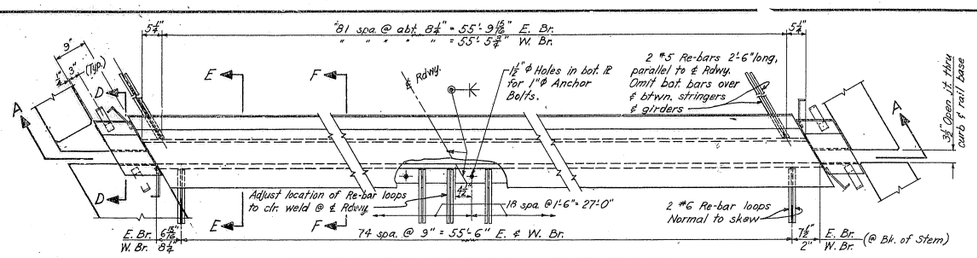
CONTRACT NO. 14506

I-133V-0



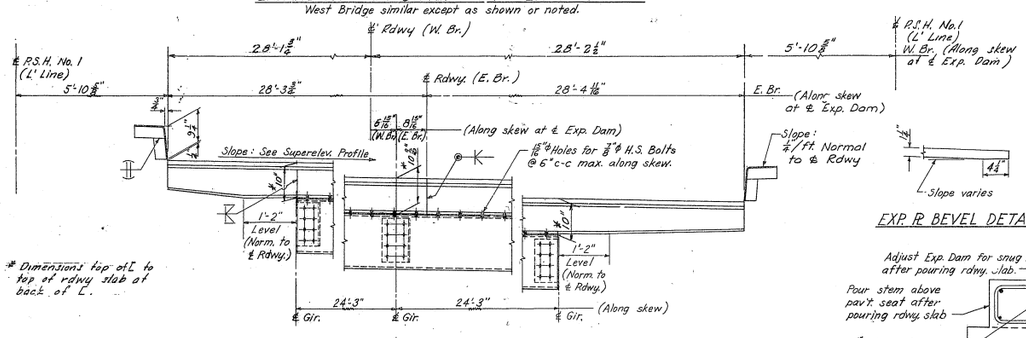
12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		20	35



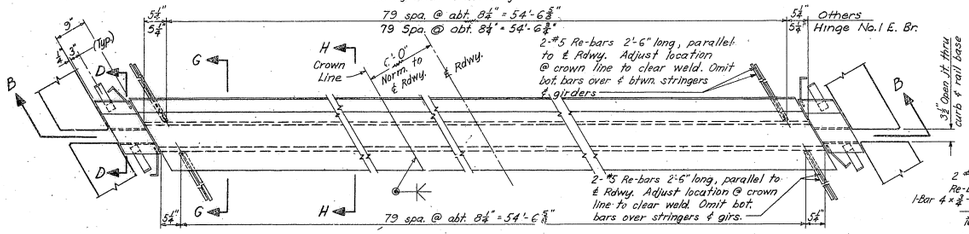
EXPANSION DAM @ PIER NO. 1 ~ EAST BRIDGE

West Bridge similar except as shown or noted.



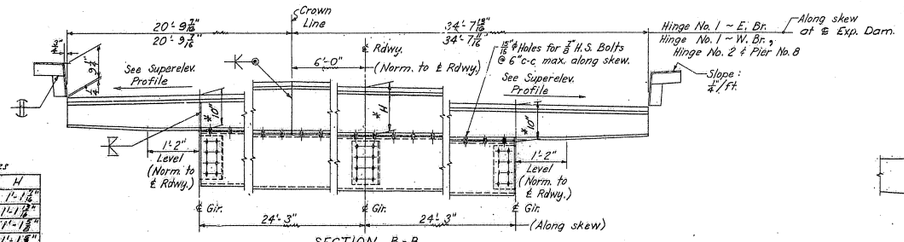
SECTION A-A

Looking ahead on stationing.



EXPANSION DAM @ HINGES NO. 1, 2 & PIER NO. 8 ~ EAST BRIDGE

West Bridge similar except crown line opp. hand.



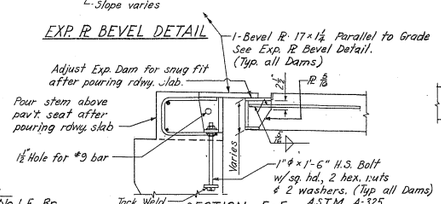
"H" Values

Bridge	Dam @	H
East	Hinge 1	1'-1⅞"
West	Hinge 1	1'-1 7/16"
Both	Hinge 2	1'-1⅞"
Both	Pier 8	1'-1⅝"

SECTION B-B

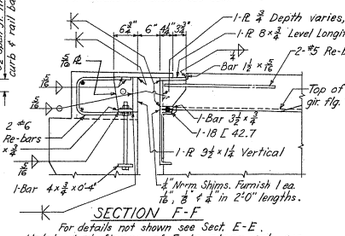
Looking ahead on stationing.

EXP. ℝ BEVEL DETAIL



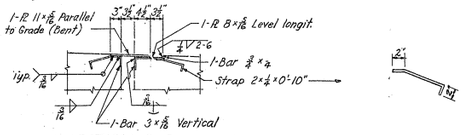
SECTION E-E

For details not shown see Sect. F-F.

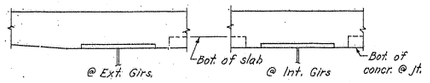


SECTION F-F

For details not shown see Sect. E-E. Notch bot flange of ℄ to clear int. gir and stringer webs.

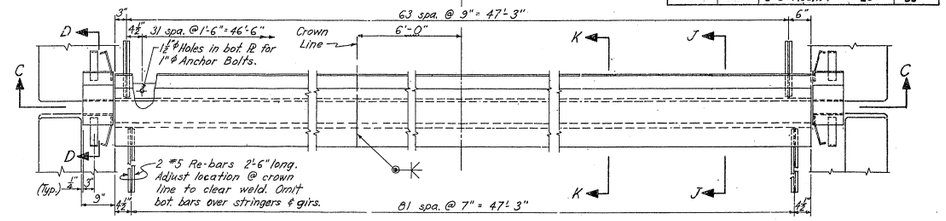


SECTION D-D



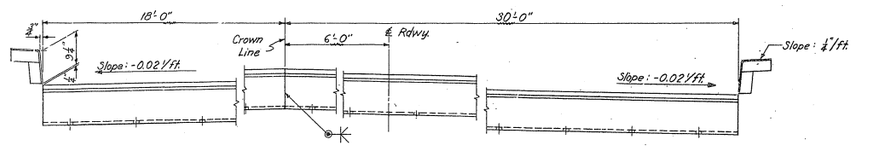
SECTION L-L

Typ. @ all exp. dams.



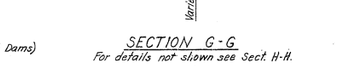
EXPANSION DAM @ PIER NO. 9 ~ EAST BRIDGE

West Bridge similar except opp. hand.



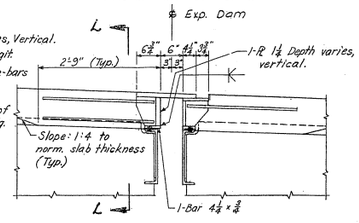
SECTION C-C

Looking ahead on stationing.



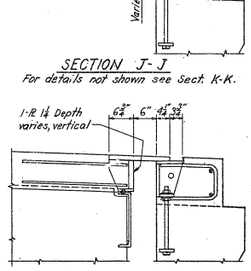
SECTION G-G

For details not shown see Sect. H-H.



SECTION H-H

Details not shown are similar to Sect. F-F.



SECTION J-J

For details not shown see Sect. K-K.

SECTION K-K

Details not shown are similar to Sect. F-F or H-H.

PSH 1 (SR 5)

SNOHOMISH RIVER BRIDGE

SNOHOMISH COUNTY

EXPANSION DAMS

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. SHAW, ACTING CHAIRMAN

J. M. CLAIR, JR.
H. TAYLOR
R. L. SCHAUBOIS

APPROVED May 11, 1967

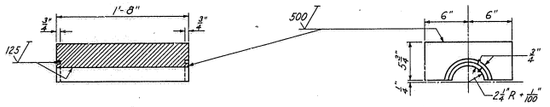
CONTRACT NO.

SHEET 20 OF 35 SHEETS

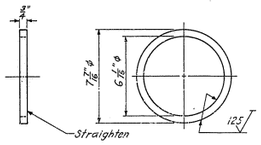
14507

12X

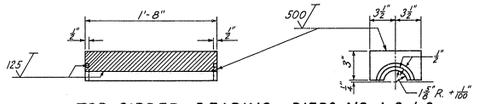
FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194	21	35



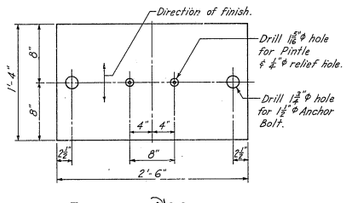
TOP GIRDER BEARING - PIERS NO. 2,3,4,5,6 & 7
36 Required

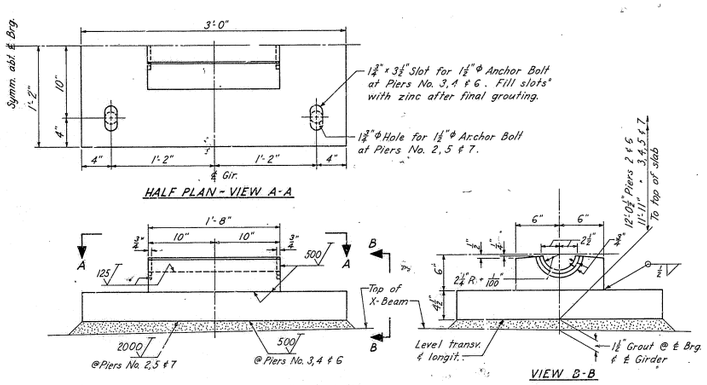


KEEPER RING
PIERS NO. 2,3,4,5,6 & 7
72 Required

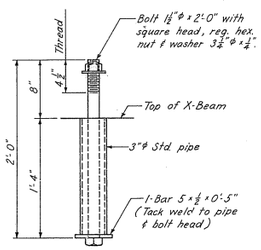


BEARING AT PIERS NO. 1, 8 (Span 7) & 9
18 Required
Mod. A 441



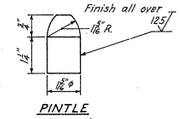


BEARING - PIERS NO. 2,3,4,5,6 & 7
36 Required

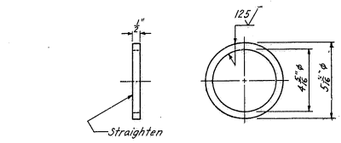


ANCHOR BOLT - PIERS NO. 1 THRU 9
Bolt: A.S.T.M. A-307.
204 Required

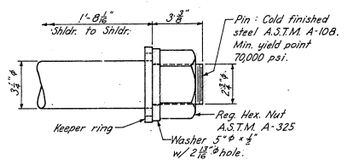
BED PLATE AT PIERS NO. 1, 8 (Span 7) & 9
18 Required
Mod. A 441



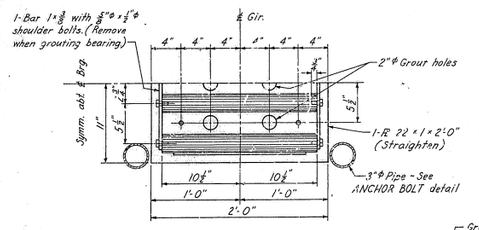
PINTLE
36 Required



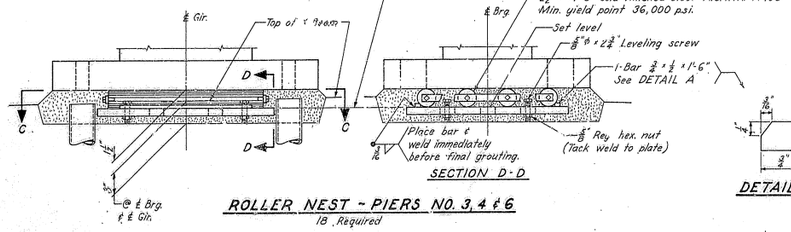
KEEPER RING
PIERS NO. 1, 8 & 9
48 Required



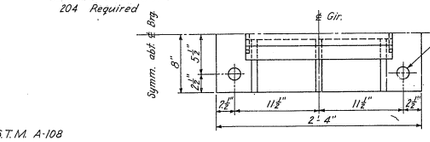
PIN
PIERS NO. 1, 8 & 9
24 Required

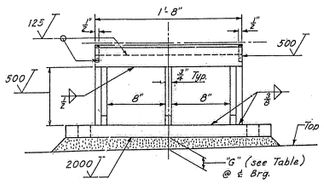


HALF PLAN - VIEW C-C

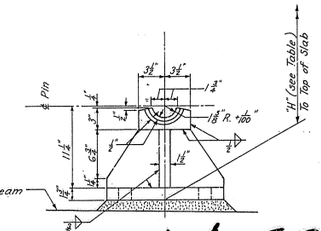


ROLLER NEST - PIERS NO. 3,4 & 6
18 Required





BEARING AT PIER NO. 8 (Span 8)
6 Required





DETAIL A

TABLE			
PIER	BRIDGE	G	H
1	Both	1⅞"	11'-10"
8 (Span 7)	Both	1⅞"	11'-10⅝"
8 (Span 8)	East	1⅞"	11'-10⅝"
"	West	1⅜"	11'-10"
9	East	1⅞"	11'-10⅝"
9	West	1⅜"	11'-10"

NOTES:
All material shall be Structural Carbon Steel ASTM A-36 unless otherwise noted.
All grout shall be an approved non-shrinking grout.
All surfaces where finishing is indicated shall be machine finished.

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

BEARINGS

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. ZHAN, ACTING CHAIRMAN

J. M. BLAIR, JR.
H. WALSH
E. L. NIKALSON

APPROVED May 11, 1967

SHEET 21 OF 35 SHEETS

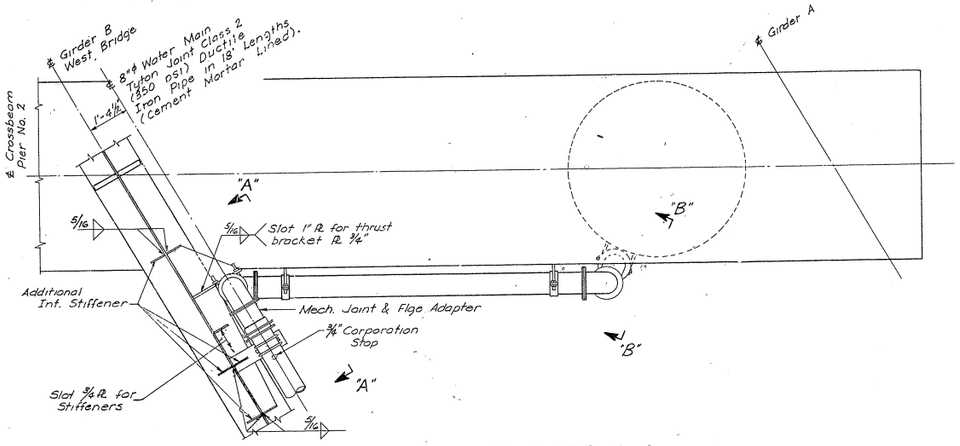
CONTRACT NO.

14508

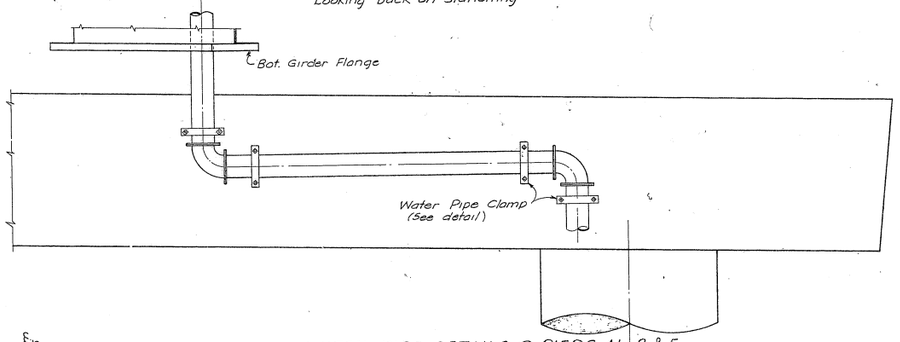


12X

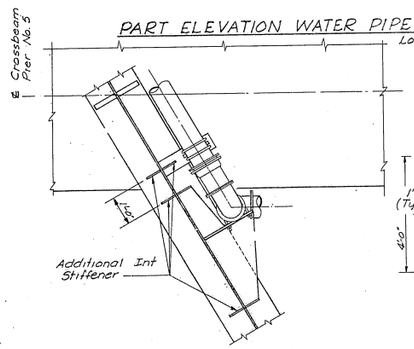
FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		22	35



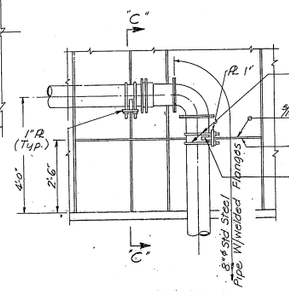
PART PLAN WATER PIPE DETAILS @ PIER No. 2
Looking back on stationing



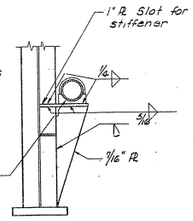
PART ELEVATION WATER PIPE DETAILS @ PIERS No. 2 & 5
Looking back on stationing



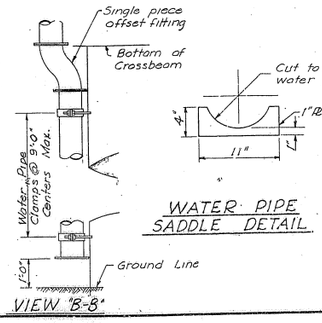
PART PLAN WATER PIPE DETAILS @ PIER No. 5
For details not shown see part plan @ Pier No. 2 and Sections or Views.



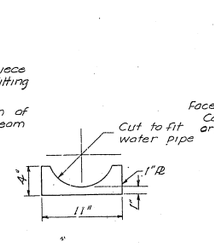
VIEW "A-A"



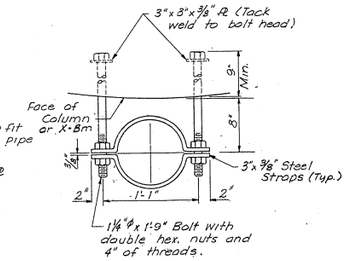
SECTION "C-C"



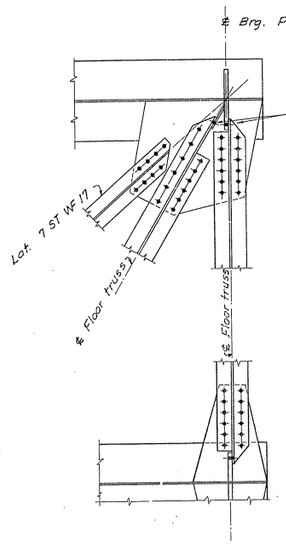
VIEW "B-B"



WATER PIPE SADDLE DETAIL



WATER PIPE CLAMP DETAIL
Galvanize all material after fabrication



BOT. STRUT & LATERAL

TOP STRUT

FLOOR TRUSS CONNECTION DETAILS @ PIER No. 9

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

WATER PIPE & MISC. DETAILS

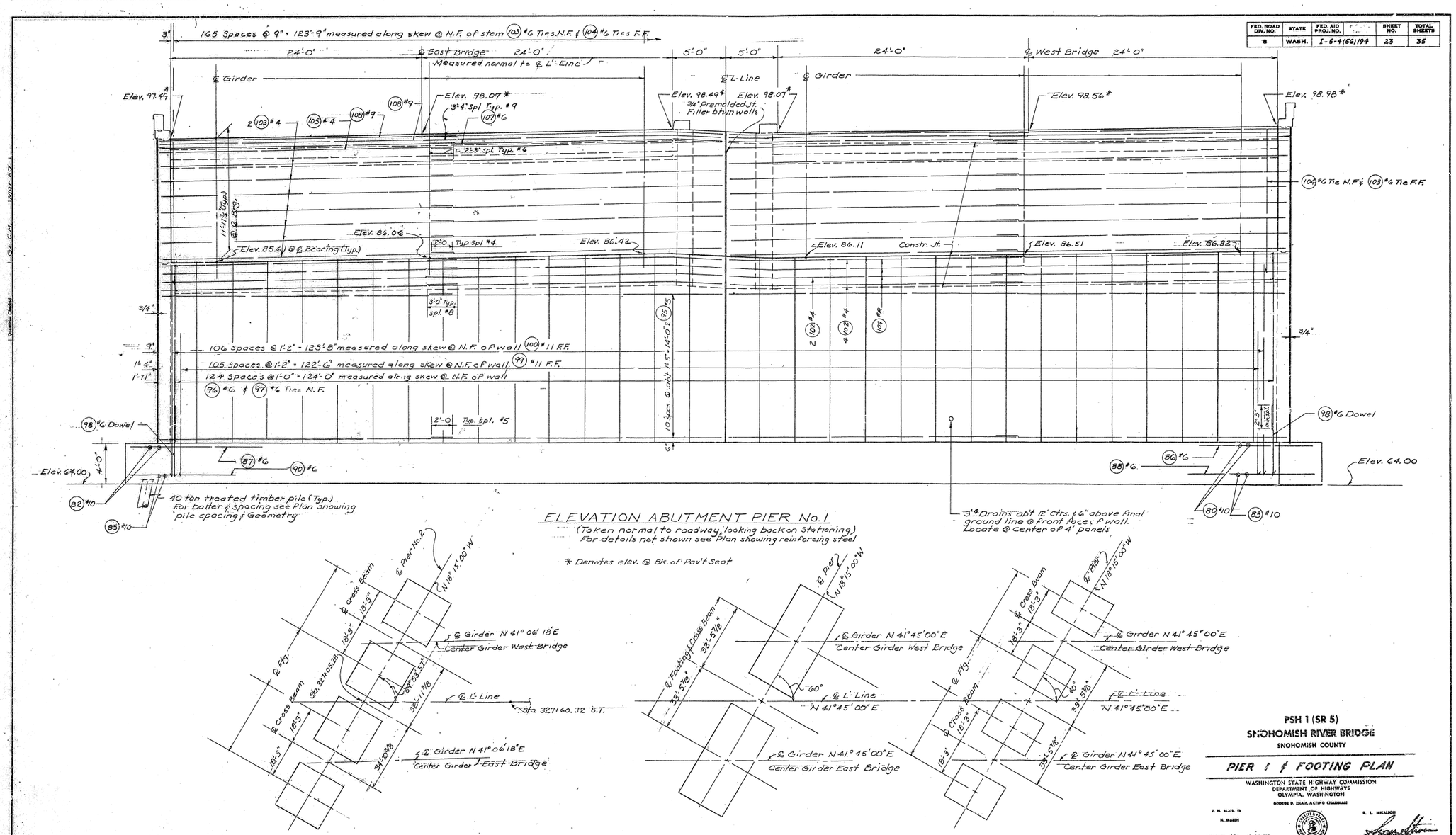
WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIC, WASHINGTON
GEORGE H. DUNN, ACTING CHAIRMAN
J. A. BLAIR, JR.
H. WALSH
E. L. ERICKSON

APPROVED May 11, 1967
SHEET 22 OF 35 SHEETS
CONTRACT NO. 14509

M.S.J.
Quadrille Checked
1-13:0-18

12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		23	35



ELEVATION ABUTMENT PIER No. 1

(Taken normal to roadway, looking back on Stationing)
For details not shown see Plan showing reinforcing steel

* Denotes elev. @ Bk. of Pav't Seat

FOOTING PLAN PIER No. 2

FOOTING PLAN PIERS No. 3 & 4

FOOTING PLAN No. 5 THRU 8

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

PIER 1 & FOOTING PLAN

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

GOODRIE D. KNAUS, ACTING CHAIRMAN

J. M. KLINE, JR.
H. WALLIN
R. L. RHEALDER

APPROVED May 11, 1967

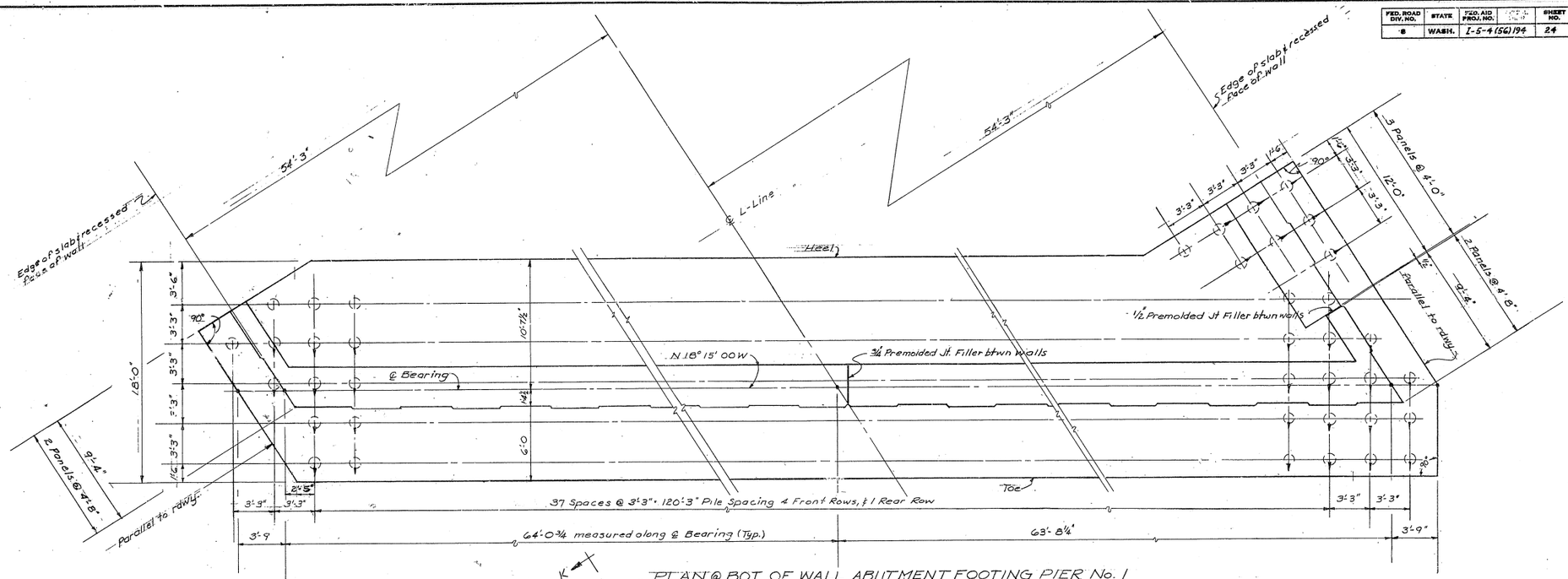
SHEET 23 OF 35 SHEETS

CONTRACT NO. 14510



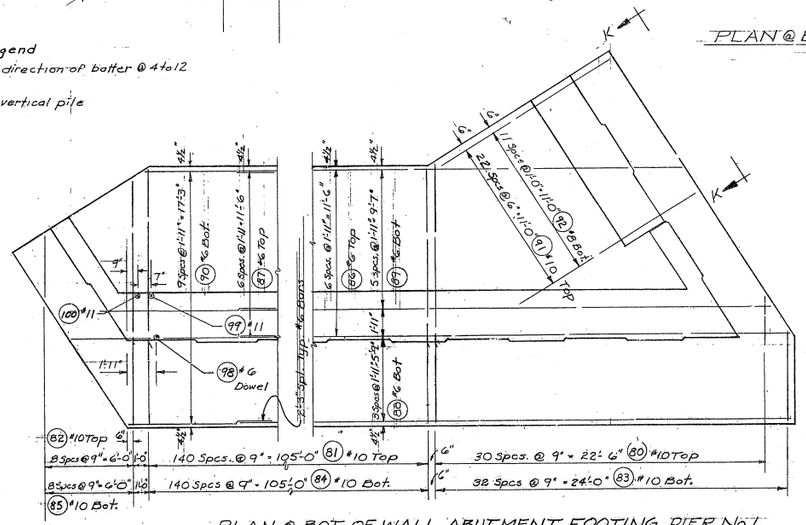
12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		24	35

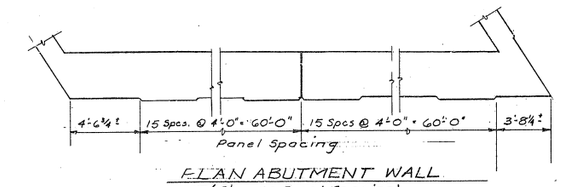


PLAN @ BOT. OF WALL ABUTMENT FOOTING PIER No. 1
(Showing Pile spacing & Geometry)

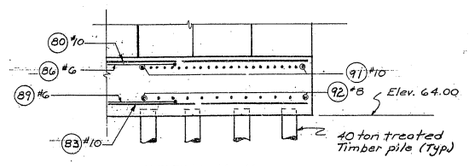
Note: Pile Legend
- Indicates direction of batter @ 4 to 12
- Indicates vertical pile



PLAN @ BOT. OF WALL ABUTMENT FOOTING PIER No. 1
(Showing reinforcing steel)



PLAN ABUTMENT WALL
(Showing Panel Spacing)



VIEW K-K

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

PIER 1 - FOOTING DETAILS

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GUIDO B. ZIMM, ACTING CHAIRMAN

J. H. BLAIR, P.
H. WALSH
D. L. BIGALKOW

APPROVED May 11, 1967

SHEET 24 OF 35 SHEETS

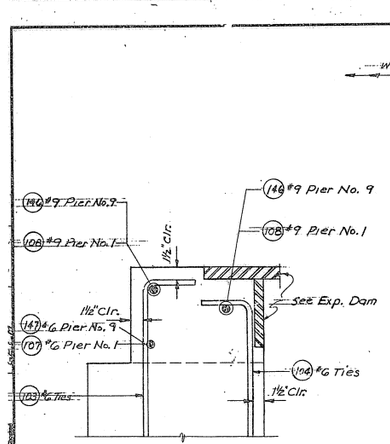
CONTRACT NO.

14511



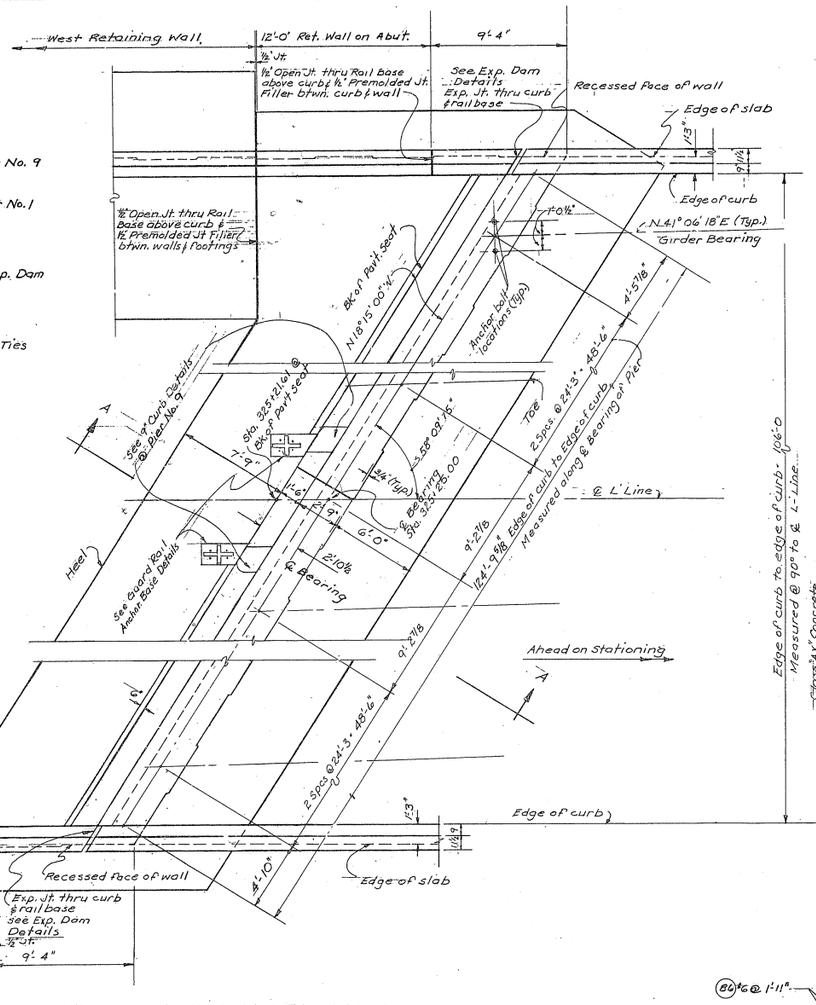
12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET N°	TOTAL SHEETS
10	WASH.	I-5-4(56)194		25	35



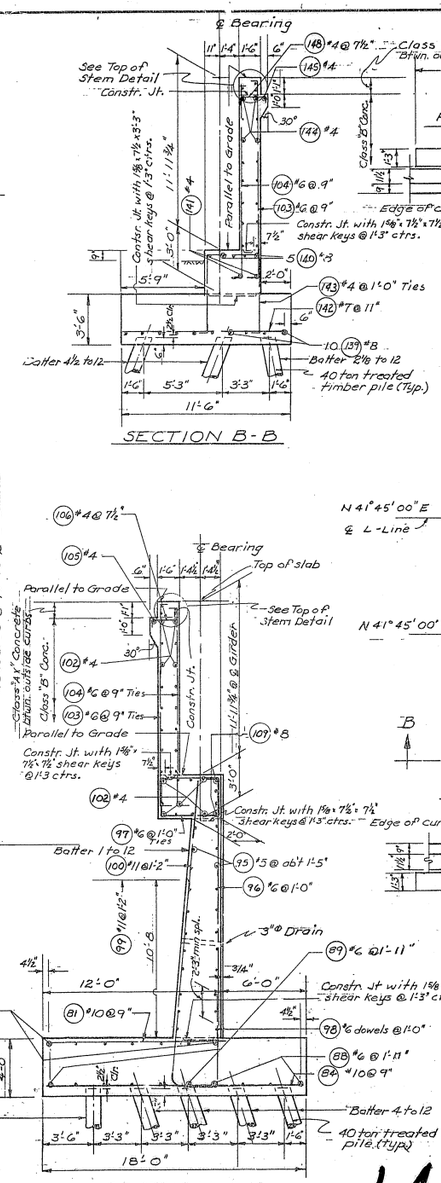
TOP OF STEM DETAIL

For dimensions not shown see Expansion Dam, Details.



PLAN ABUTMENT PIER No. 1

(For details not shown see Plan showing pile spacing & Geometry)



PLAN ABUTMENT PIER No. 9

SECTION A-A

(Taken normal to skew)

PSH 1 (SR 5)

SNOHOMISH RIVER BRIDGE

SNOHOMISH COUNTY

PLAN & SECTIONS PIERS 1 & 9

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

GEORGE D. EBEY, ACTING CHAIRMAN

J. M. BLAIR, JR.
H. WALSH

E. L. ANDERSON

Approved May 11, 1967

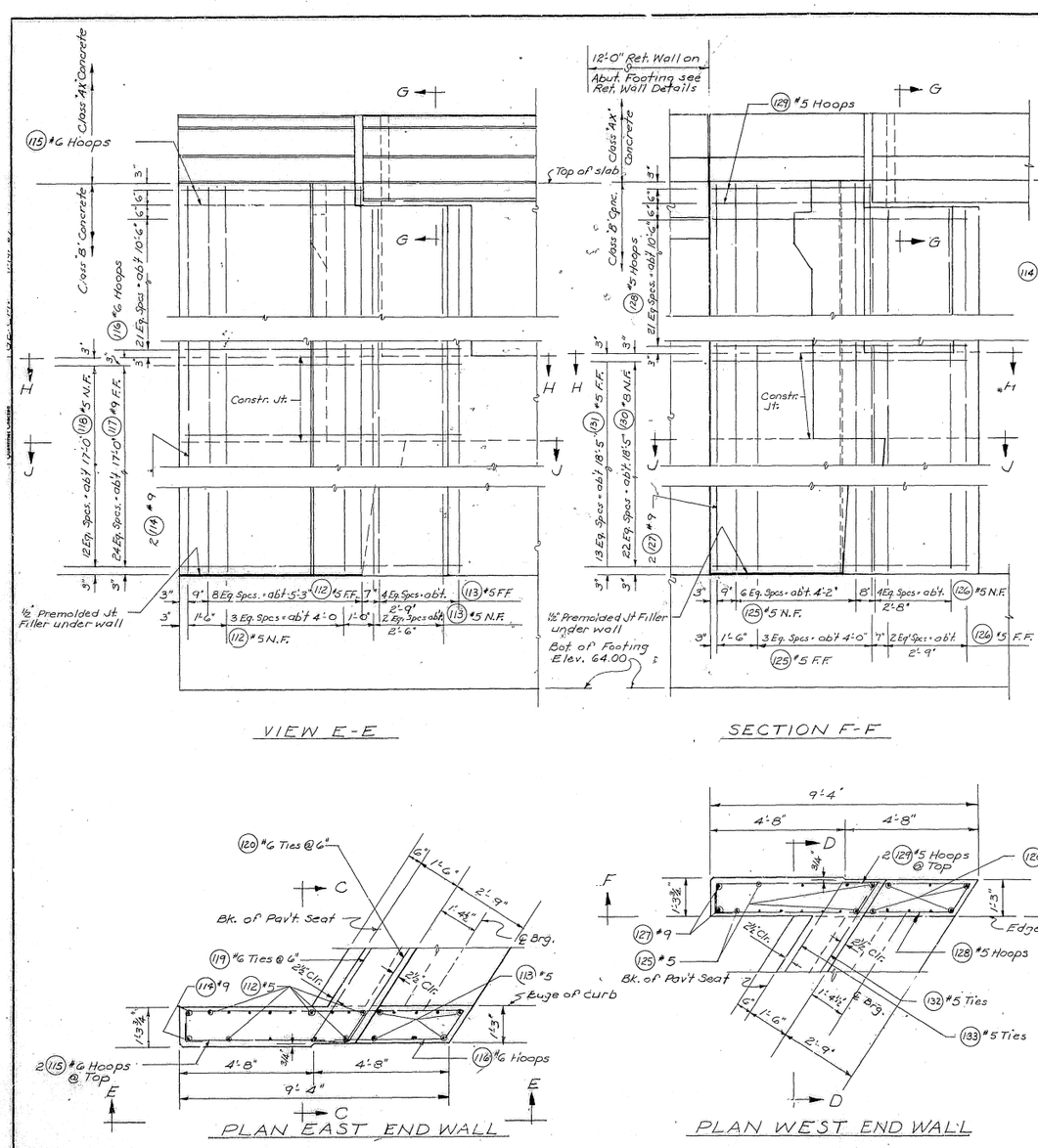
SHEET 25 OF 35 SHEETS

CONTRACT NO.

14512

12X

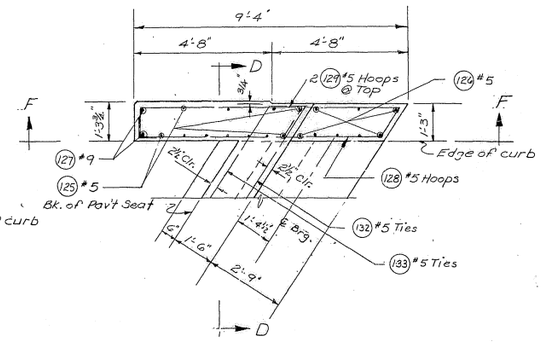
FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
10	WASH.	I-5-4(56)194		26	35



VIEW E-E

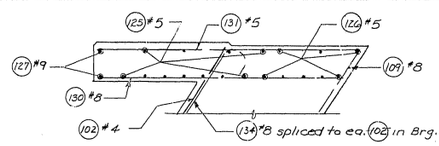
SECTION F-F

PLAN EAST END WALL

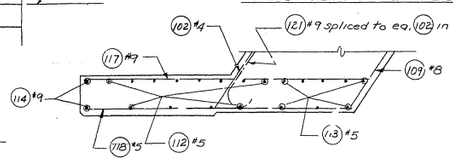


PLAN WEST END WALL

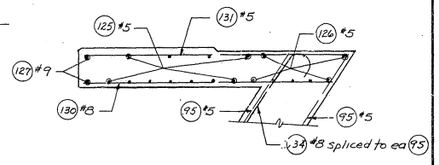
END WALL DETAILS



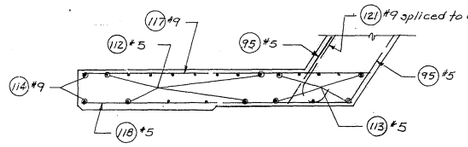
SECTION H-H WEST END WALL



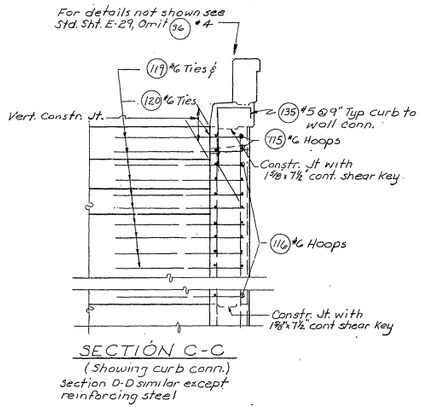
SECTION H-H EAST END WALL



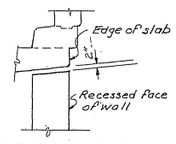
SECTION J-J WEST END WALL



SECTION J-J EAST END WALL



SECTION C-C
(Showing curb conn.)
Section D-D similar except reinforcing steel



SECTION G-G

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

PIER 1 DETAILS

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. ZHAN, ACTING CHAIRMAN
J. M. SLATE, JR.
H. WALSH
R. E. RICHARDSON

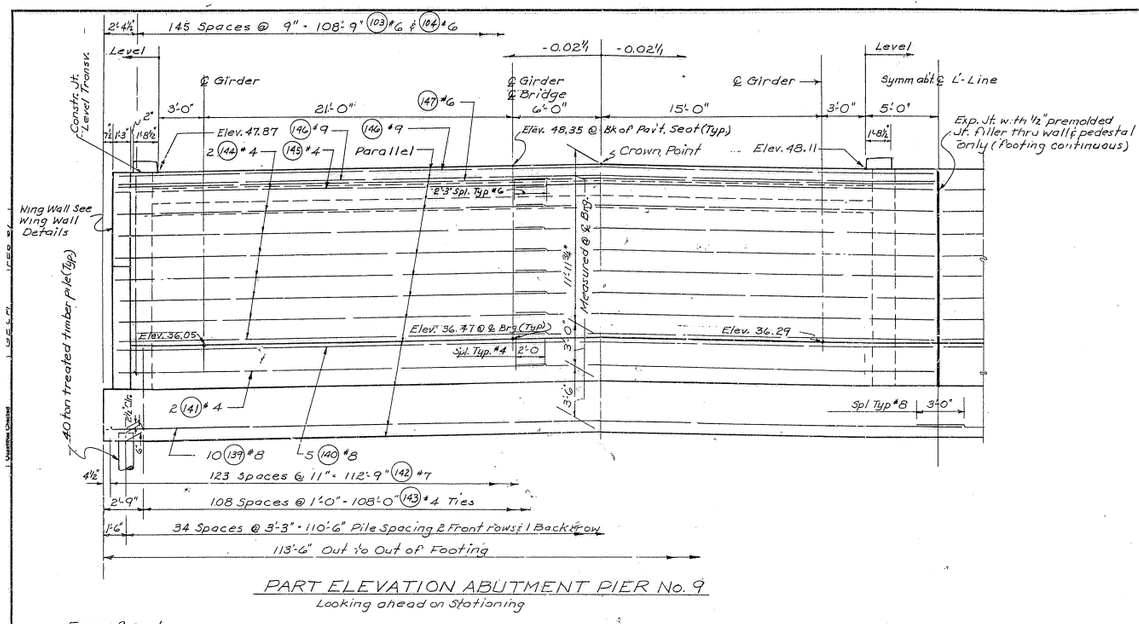
APPROVED May 11, 1967

SHEET 26 OF 35 SHEETS

CONTRACT NO.

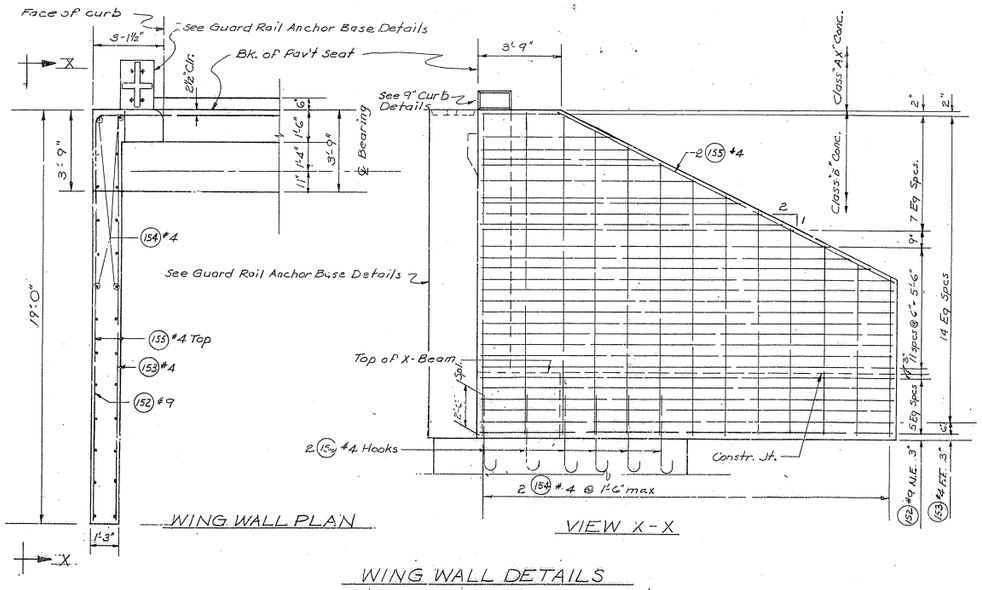
14513

12X



PART ELEVATION ABUTMENT PIER No. 9

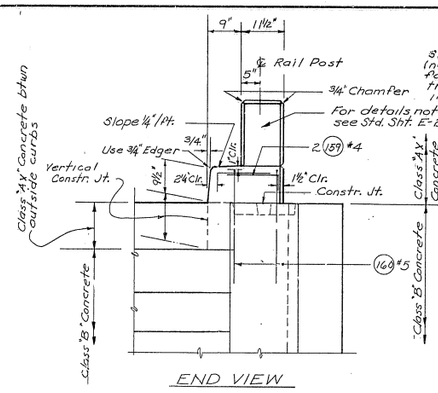
Looking ahead on Stationing



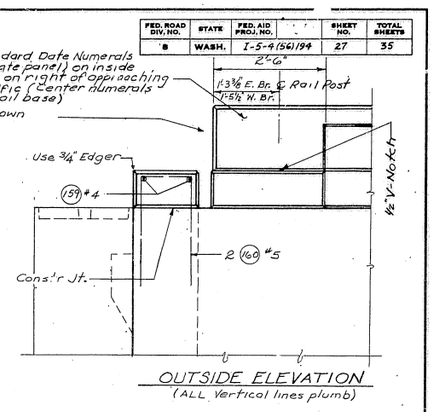
WING WALL PLAN

VIEW X-X

WING WALL DETAILS

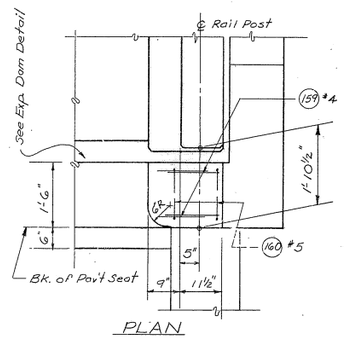


END VIEW



OUTSIDE ELEVATION

(ALL Vertical lines plumb)



PLAN

9" CURB DETAILS @ PIER No. 9

(Pier No. 1 similar except for skew)

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
10	WASH.	I-5-4(56)194		27	35

PSH 1 (SR 5)

SNOHOMISH RIVER BRIDGE

SNOHOMISH COUNTY

PIER 9 DETAILS

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

GEORGE D. EHAN, ACTING CHAIRMAN

J. M. BLAIR, JR.
H. WALSH
R. L. BERGERSON

APPROVED May 11, 1967

SHEET 27 OF 35 SHEETS

CONTRACT NO.

14514

12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		28	35

Sta. 324+32.86 (@recessed face of wall)
Start Ret. Wall

See Guard Rail Anchor Base Details

½" Open Jt. thru rail base above curb

Expansion Jt.

Top of wall profile

Expansion Jt.

Sta. 324+82.77
End Ret. Wall

½"

End wall on abutment Footing See End Wall Details

Elev. 97.74

Elev. 97.54

See Ret. Wall Table & Details

Elev. 74.38

(169) #10

Elev. 74.25

2'-3"

(167) #10

40 ton treated timber pile (Typ.)

Front Face of wall

(168) #10

3'-3"

Elev. 64.00

(166) #10

12 (165) #8

17 (164) #9

ELEVATION EAST RET. WALL & FOOTING

Sta. 324+97.82 (@recessed face of wall)
Start Ret. Wall

½" Open Jt thru rail base above curb

Expansion Jt.

Top of wall profile

Expansion Jt.

Sta. 325+38.65
End Ret. Wall

½"

Ret. Wall on abutment Footing

Elev. 100.13

See Guard Rail Anchor Base Details

Elev. 99.27

(174) #10

2'-1½"

See Ret. Wall Table & Details

Back Face of wall

(173) #10

12 (171) #8

17 (170) #9

(174) #10

3'-3"

Elev. 64.00

40 ton treated timber pile (Typ.)

(172) #10

ELEVATION WEST RET. WALL & FOOTING

Top of wall profile

TOP OF RET. WALL DETAIL

17 Spcs. @ 1'-0" = 17'-0" (169) #10 Top 1'-0

60 Spcs. @ 6" = 30'-0" (168) #10 Top

23 Spcs. @ 1'-0" = 23'-0" (167) #10 Bot. 1'-0

36 Spcs. @ 8" = 24'-0" (166) #10 Bot.

5 Spcs. @ 9'-0" = 45'-0" / Row Rear Piles - Vertical

2'-0"

Parallel

See Guard Rail Anchor Base Details

½" Premolded Jt Filler btwn. walls & curbs

Varies

Recessed Face of wall

Pile Spacing

(165) #8 Top

(164) #9 Bot.

1/3 Spcs. @ 9"= 8'-3"

16 Spcs. @ ab't 8" = 10'-8"

11'-9"

5'-2"

4'-10"

3/4"

1'-6"

3'-3"

3'-3"

3'-3"

4'-3"

3'-3"

17'-0"

6'-0"

54'-3" to ℄ L-Line Constant measured normal to L-Line

Recessed Face of wall

1/3 Spcs. @ ab't 9" = 13'-6"

16 Spcs. @ ab't 8" = 10'-8"

(163) #8 Top

(162) #9 Bot.

1'-6" 2 Spcs @ 3'-3" = 6'-6" 4 Spcs. @ 3'-10" = 15'-4" 3'-9½" 5 Spcs @ 3'-3" = 16'-3" 4'-0" 1'-6"

Front Rows Pile Spacing - Varies from 2 to 4 Rows Batter 4½ to 12 in direction shown

4'-5½" 5 Spcs. @ 4'-0" = 20'-0" 5 Spcs. @ 4'-0" = 20'-0" 4'-6"

Panel Spacing measured along recessed face of wall

Bearing N 50° 49' 01" W (Pile rows parallel)

PLAN EAST RET. WALL FOOTING

4'-8½"± Panel Spacing measured along recessed face of wall 4 Spcs @ 4'-0" = 16'-0" 4 Spcs. @ 4'-0" = 16'-0" 4'-9"

1'-6" 3'-11½" 3'-9" 3 Spcs. @ 3'-7" = 10'-9" 5 Spcs. @ 4'-0" = 20'-0" 1'-6"

Front Rows Pile Spacing - Varies from 3 to 4 Rows Batter 4½ to 12 in direction shown

Recessed Face of wall

Parallel

½" Premolded Jt Filler btwn. walls & curbs

Varies

6"

5'-0"

14'-6"

3'-3"

3'-3"

5'-0"

1'-6"

(171) #8 Top

(170) #9 Bot.

16 Spcs. @ 9'-6" = 13'-6"

11 Spcs. @ ab't 11'-10" = 10'-0"

(172) #10 Bot.

(173) #10 Bot.

14 Spcs. @ 1'-0" = 14'-0"

38 Spcs. @ 8" = 25'-4"

81 Spcs. @ 6" = 40'-6"

(174) #10 Top

43 Spcs. @ 9'-6" = 38'-0" / Row Rear Piles - Vertical

2'-6"

1'-9"

Bearing N 49° 53' 14" W (pile rows parallel)

PLAN WEST RET. WALL & FOOTING

See Ret. Wall Table & Details

3/4"

#10

#8

#9

Varies

Toe

Varies

Batter 4½ to 12

Vertical

40 Ton treated timber pile (Typ.)

1'-6" Varies Varies 1'-6"

For number & spacing of piles see Plan Views

TYP. SECTION THRU RET. WALL FTGS.

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

RETAINING WALLS AT PIER 1

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

GEORGE D. ZIAN, ACTING CHAIRMAN

J. H. KLAIS, JR.
R. WALSH

R. L. HICKLESON

APPROVED May 11, 1967

SHEET 28 OF 35 SHEETS

CONTRACT NO.

14515

12X

Quantities Checked 1967 SEMG

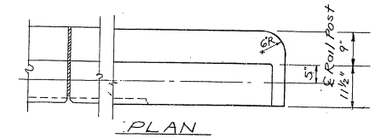
FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		29	35

RETAINING WALLS BAR CHART

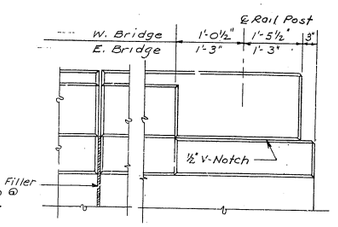
H	BAR J (STR)			BAR K					BAR M					BAR N					BAR O	H
	SIZE	SPACING	LENGTH	SIZE	SPACING	h	b	LENGTH	SIZE	SPACING	h	b	LENGTH	SIZE	SPACING	h	b	LENGTH	LENGTH	
21	7	18"	18'-6"	7	18"	4'-5"	1'-6"	5'-7"	7	18"	11'-11"	1'-6"	13'-1"	7	18"	7'-5"	1'-6"	8'-7"	18'-6"	21
22	8	21"	19'-5"	8	21"	5'-0"	1'-9"	6'-5"	8	19½"	13'-1"	1'-9"	14'-6"	8	19½"	7'-11"	1'-9"	9'-4"	20'-4"	23
23	8	19½"	20'-4"	8	19½"	5'-0"	1'-9"	6'-5"	8	18"	13'-5"	1'-9"	14'-10"	8	18"	8'-2"	1'-9"	9'-7"	21'-3"	24
24	8	18"	21'-3"	8	18"	5'-0"	1'-9"	6'-5"	9	21"	14'-6"	1'-11"	16'-1"	9	21"	9'-4"	1'-11"	10'-11"	22'-2"	25
25	9	21"	22'-2"	9	21"	5'-8"	1'-11"	7'-3"	9	19½"	14'-11"	1'-11"	16'-6"	9	19½"	9'-6"	1'-11"	11'-1"	23'-1"	26
26	9	19½"	23'-1"	9	19½"	5'-8"	1'-11"	7'-3"	9	18"	15'-6"	1'-11"	17'-1	9	18"	9'-9"	1'-11"	11'-4"	24'-0"	27
27	9	18"	24'-0	9	18"	5'-8"	1'-11"	7'-3"	10	21"	16'-2"	2'-2"	18'-0"	10	21"	10'-2"	2'-2"	12'-1"	24'-11"	28
28	10	21"	24'-11"	10	21"	6'-5"	2'-2"	8'-3"	10	19½"	16'-9"	2'-2"	18'-7"	10	19½"	10'-5"	2'-2"	12'-3"	25'-10"	29
29	10	19½"	25'-10"	10	19½"	6'-5"	2'-2"	8'-3"	10	18"	17'-2"	2'-2"	19'-0"	10	18"	10'-7"	2'-2"	12'-5"	26'-9"	30
30	10	18"	26'-9"	10	18"	6'-5"	2'-2"	8'-3"	10	17"	17'-10	2'-2"	19'-8"	10	17"	11'-2"	2'-2"	13'-0"	27'-8"	31
31	10	17"	27'-8"	10	17"	6'-5"	2'-2"	8'-3"	11	21"	17'-1"	2'-2"	18'-11"	11	21"	11'-4"	2'-2"	13'-2"	28'-7"	32
32	11	21"	28'-7"	11	21"	7'-2"	2'-2"	9'-0"	11	19½"	17'-7"	2'-2"	19'-5"	11	19½"	11'-4"	2'-2"	13'-2"	29'-6"	33
33	11	19½"	29'-6"	11	19½"	7'-2"	2'-2"	9'-0"	11	18"	17'-9"	2'-2"	19'-7"	11	18"	11'-7"	2'-2"	13'-5"	30'-5"	34
34	11	18"	30'-5"	11	18"	7'-2"	2'-2"	9'-0"	11	16½"	18'-6"	2'-2"	20'-4"	11	16½"	12'-4"	2'-2"	14'-2"	31'-4"	35
35	11	16½"	31'-4"	11	16½"	7'-2"	2'-2"	9'-0"												

RETAINING WALL ON ABUTMENT FOOTING PIER No.1 WEST SIDE

33	11	19½"	28'-8"	11	19½"	7'-10"	2'-2"	9'-8"	11	19½"	17'-7"	2'-2"	19'-5"	11	19½"	11'-4"	2'-2"	13'-2"	28'-8"	33
34	11	18"	29'-8"	11	18"	7'-10"	2'-2"	9'-8"	11	18"	17'-9"	2'-2"	19'-7"	11	18"	11'-7"	2'-2"	13'-5"	29'-8"	34
35	11	16½"	30'-8"	11	16½"	7'-10"	2'-2"	9'-8"	11	16½"	18'-6"	2'-2"	20'-4"	11	16½"	12'-4"	2'-2"	14'-2"	30'-8"	35

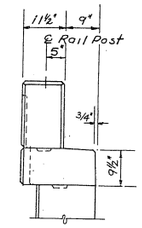


PLAN



½" Premolded Jt. Filler thru wall & curb @ expansion jts.

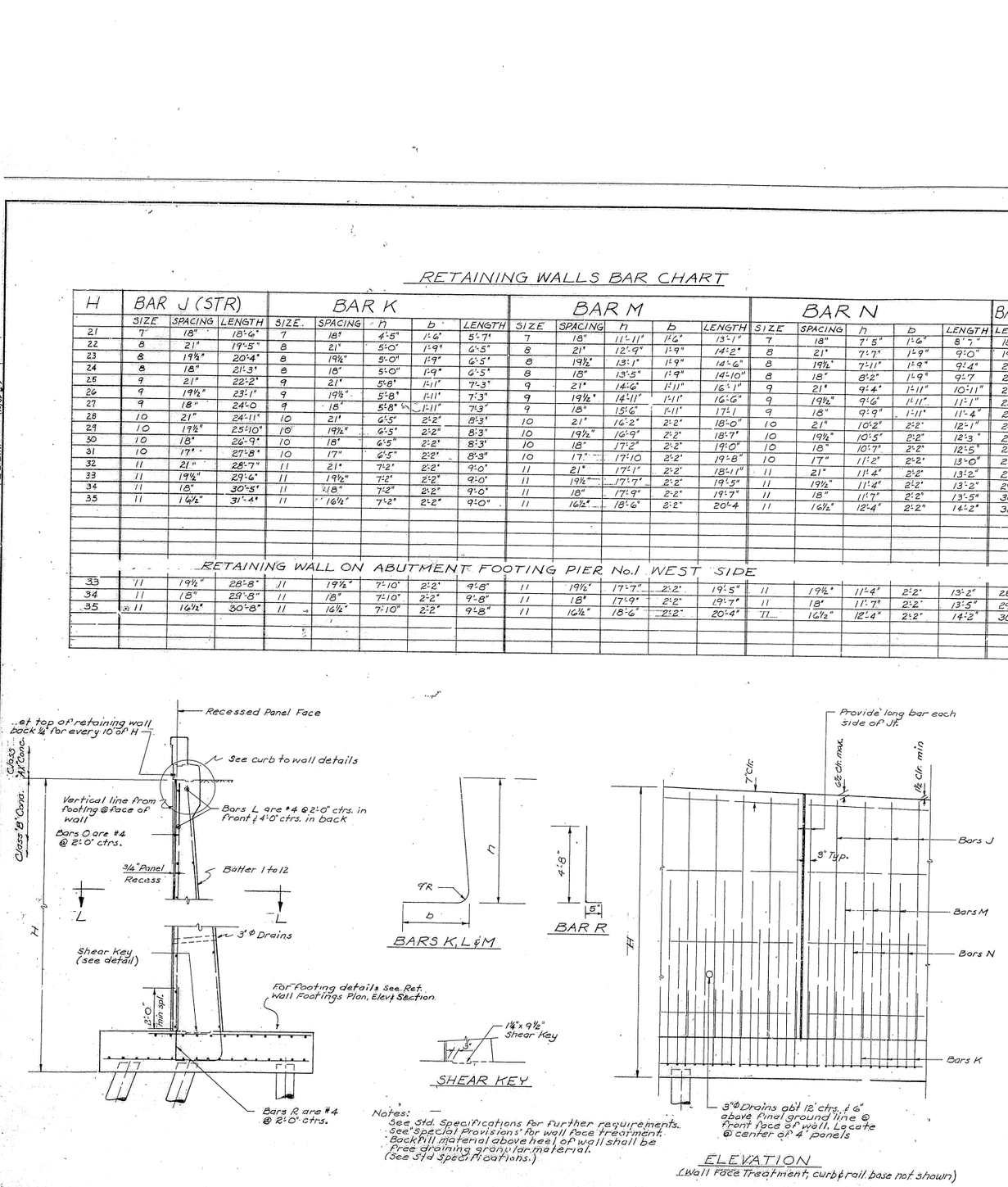
ELEVATION



END VIEW

RETAINING WALL END DETAILS

(Guard Rail Anchor Base Details not shown)



BARS K, L & M

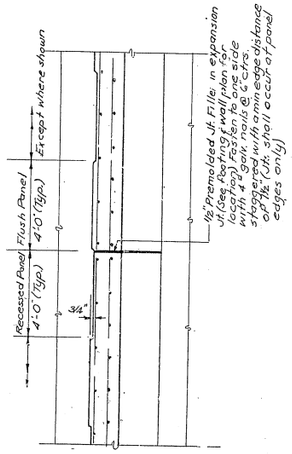
BAR R

SHEAR KEY

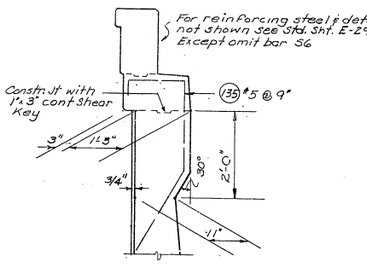
ELEVATION

(Wall Face Treatment, curb & rail base not shown)

Notes:
See Std. Specifications for further requirements.
See "Special Provisions" for wall face treatment.
Backfill material above heel of wall shall be free draining granular material. (See Std Specifications.)



SECTION L-L
WALL FACE TREATMENT



CURB TO WALL DETAIL

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

RETAINING WALL TABLE & DETAILS

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. ZOAN, ACTING CHAIRMAN
J. M. BLAIR, V
H. YEALIN
R. L. ERICKSON

APPROVED May 11, 1967

SHEET 29 OF 35 SHEETS

CONTRACT NO.

14516

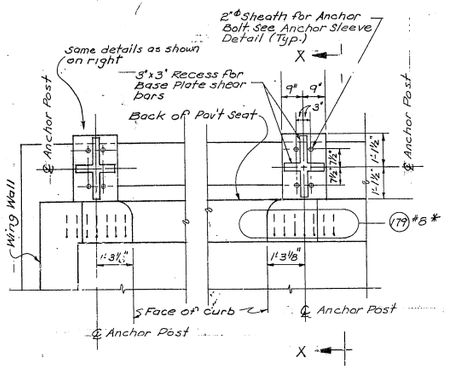
Quantities Checked 1/1969 G.E.C.M.

1-133>-25

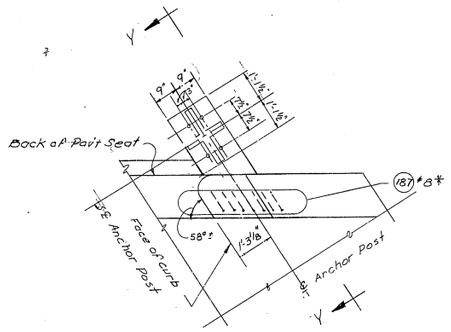


12X

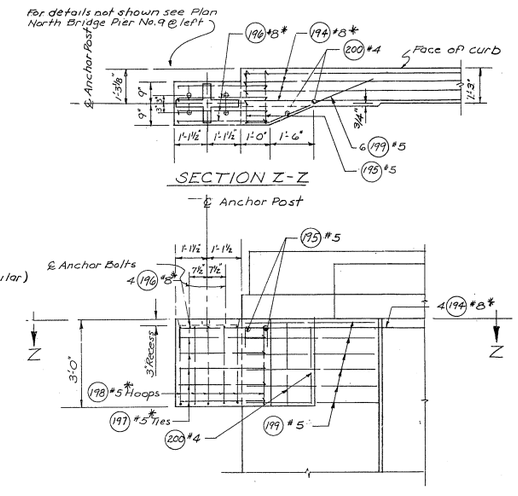
FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		30	35



PLAN GUARD RAIL ANCHOR BASE
(West Bridge Pier No.9 shown, East Bridge Pier No.9 similar)



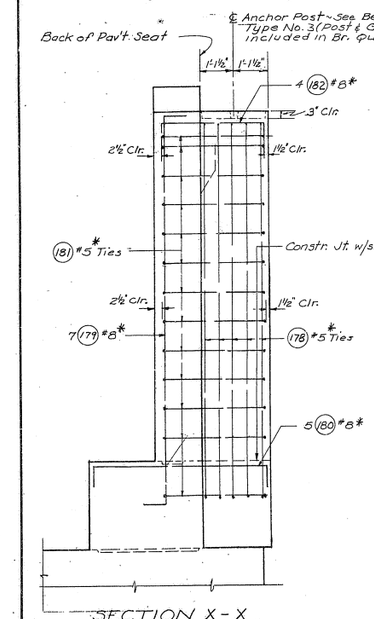
PLAN GUARD RAIL ANCHOR BASE
(East Bridge @ West Curb Pier No.1 shown, West Bridge @ East Curb Pier No.1 similar)
(For details not shown see west Bridge Pier No.9)



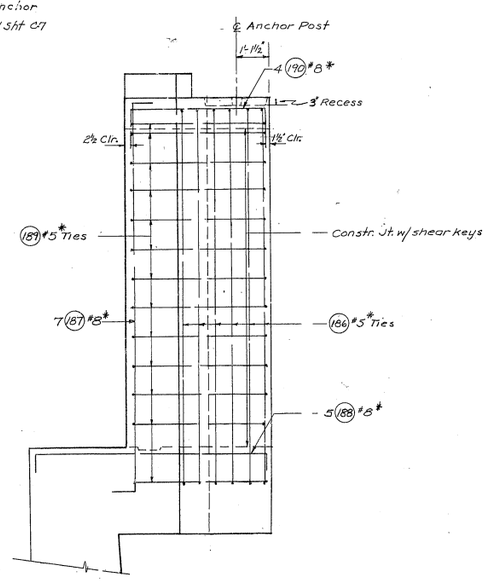
SECTION Z-Z

ELEVATION

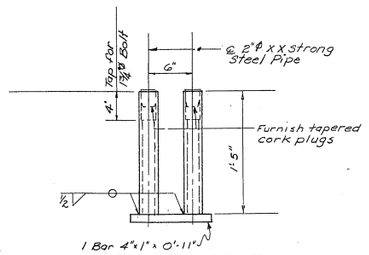
GUARD RAIL ANCHOR BASE DETAILS
(At beginning of East Retaining Wall, beginning West Wall similar)



SECTION X-X
For reinforcement & details not shown see Section B-B on Pier Plan Sht.



SECTION Y-Y
For reinforcement & details not shown See Section A-A on Pier Plan sht.



ANCHOR SLEEVE DETAIL
16 Required
(Galvanize after welding)

Note: * A.S.T.M. A-432

GUARD RAIL ANCHOR BASE DETAILS

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

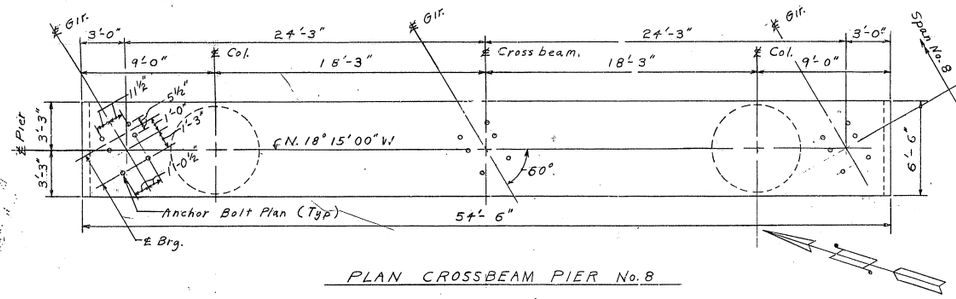
GUARD RAIL ANCHOR BASES

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. DUGAN, ACTING CHAIRMAN
J. M. BLAIR, JT.
N. WALSH
E. L. ERICKSON
APPROVED May 11, 1967
SHEET 30 OF 35 SHEETS
CONTRACT NO.

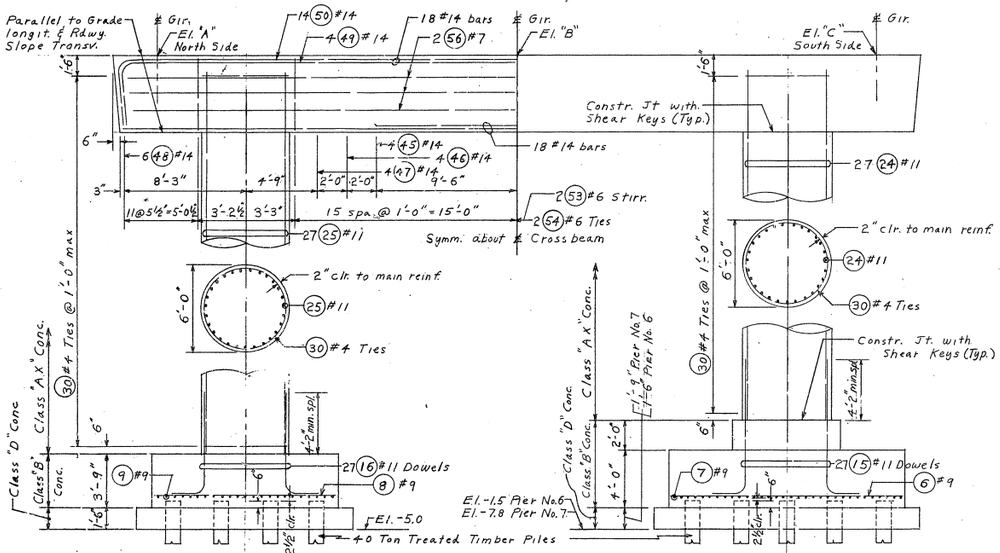
14517

12X

FED. ROAD D.Y. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194	31	35

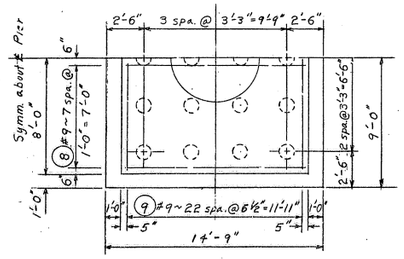


PLAN CROSSBEAM PIER No. 8

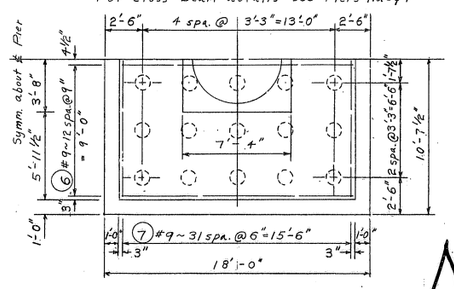


HALF ELEVATION PIER No. 8

HALF ELEVATION PIERS No. 6 & 7
For Cross Beam details see Piers No. 3 & 4

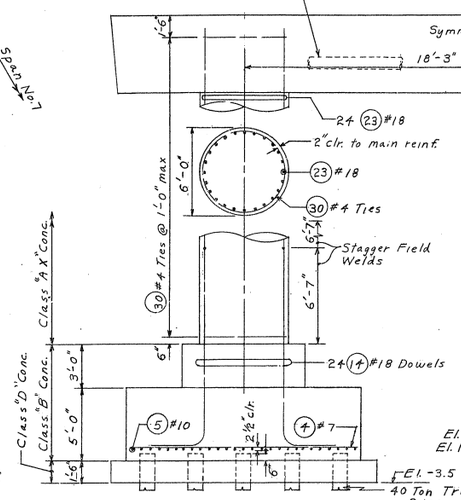


HALF PLAN FOOTING PIER No. 8

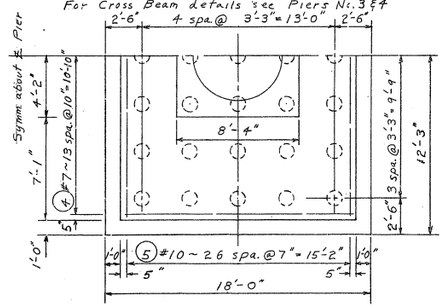


HALF PLAN FOOTING PIERS No 6 & 7

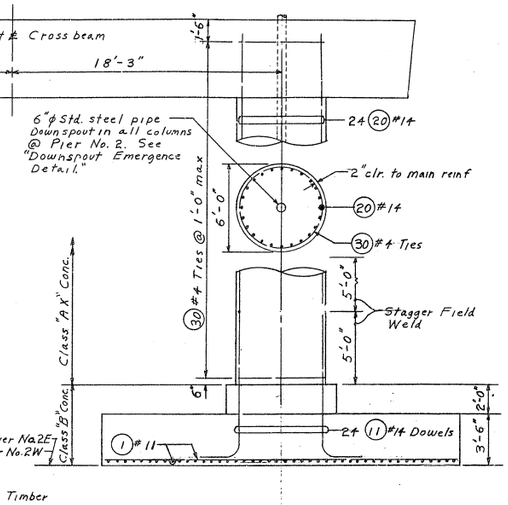
See Water Pipe details for hanging pipe @ Piers No. 2 & 5



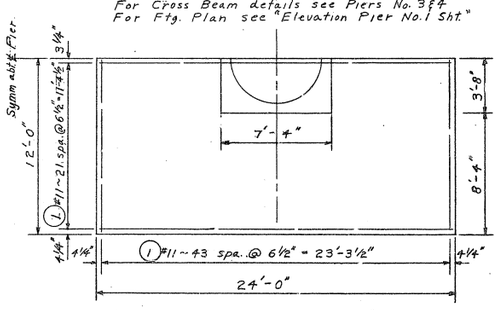
HALF ELEVATION PIER No. 5
For Cross Beam details see Piers No. 3 & 4



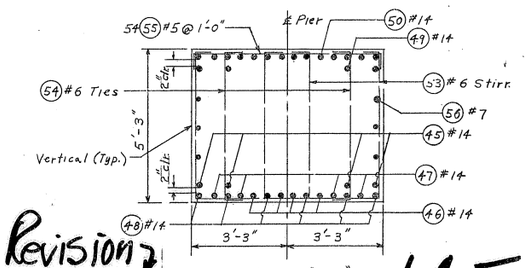
HALF PLAN FOOTING PIER No. 5



HALF ELEVATION PIER No. 2
For Cross Beam details see Piers No. 3 & 4
For Ftg. Plan see "Elevation Pier No. 1 Sht."



HALF PLAN FOOTING PIER No. 2



SECTION "A-A"
Pier No. 8 only

Note Revision

DATE	REVISION	BY.	APPD.
5-31-67	Changed Seals @ P.7	FECM	

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

PIERS 2, 5, 6, 7 & 8

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

GEORGE D. ZELM, ACTING CHAIRMAN

J. M. BLAIR, JR.
H. WALSH
R. L. ERICKSON

APPROVED May 11, 1967

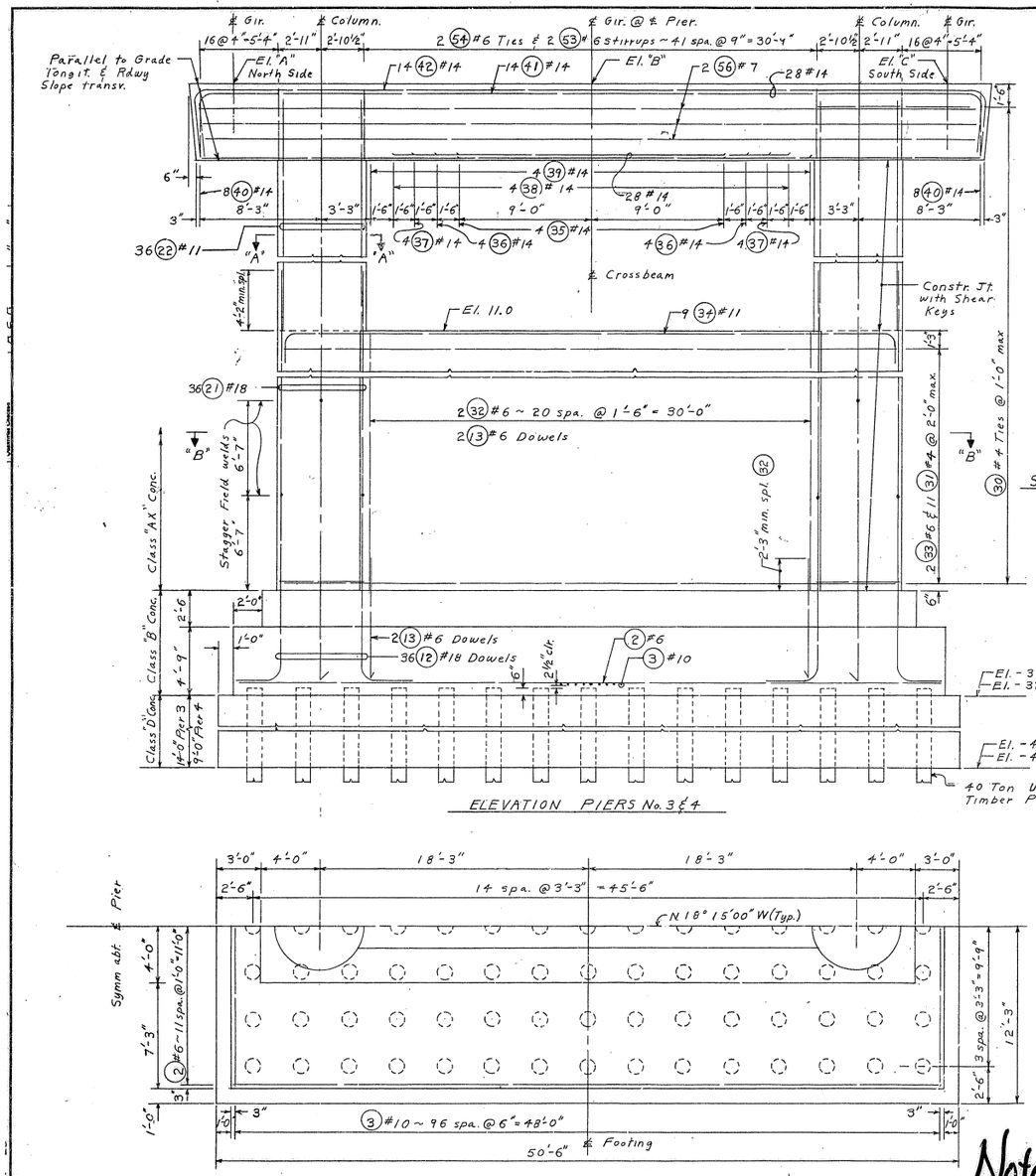
SHEET 31 OF 35 SHEETS

CONTRACT NO.

14518

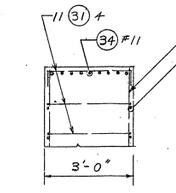
12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		32	35

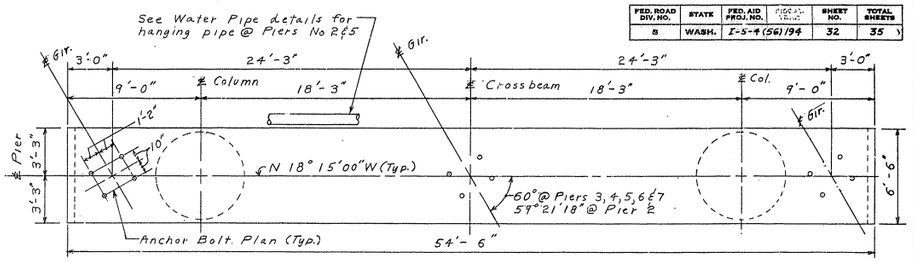


ELEVATION PIERS No.3 & 4

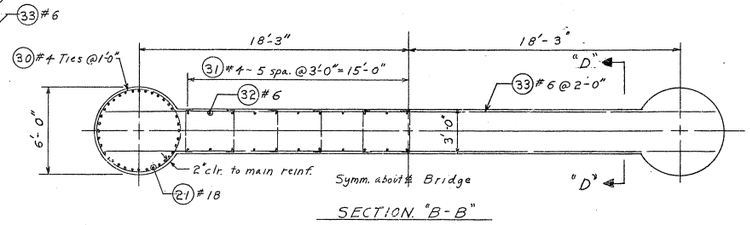
HALF PLAN FOOTING PIERS No. 3 & 4



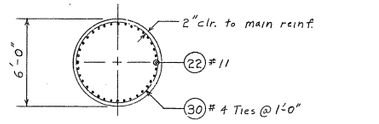
SECTION "D - D"



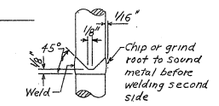
PLAN CROSSBEAM PIERS No. 2, 3, 4, 5, & 7



SECTION "B - B"

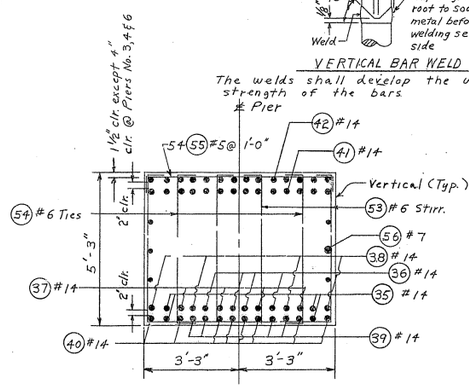


SECTION "A - A"



VERTICAL BAR WELD

The welds shall develop the ultimate strength of the bars



SECTION "C-C"

Typical for all Intermediate Piers except No. 8

TABLE OF ELEVATIONS
(Top of Crossbeam)

LOCATION @ ℄ PIER	EAST BRIDGE El. "A"	El. "B"	El. "C"	WEST BRIDGE El. "A"	El. "B"	El. "C"
No. 2	82.75	83.01	82.85	81.84	82.44	82.49
No. 3	76.42	77.01	76.99	75.06	75.89	76.11
No. 4	69.00	69.58	69.57	67.64	68.46	68.69
No. 5	61.57	62.16	62.14	60.21	61.04	61.26
No. 6	54.03	54.61	54.60	52.67	53.49	53.72
No. 7	46.46	47.31	47.29	45.36	46.19	46.41
No. 8	40.73	41.31	41.30	39.37	40.19	40.42

DATE	REVISION	BY	APP'D
5-31-67	Changed Seal @ Pier No. 3	GECM.	

Note Revision

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

PIERS 3 & 4

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. EVANS, ACTING CHAIRMAN

J. M. KLAIS, JR.
H. WALSH
R. L. ERICKSON

APPROVED May 11, 1967

PROJECT NO.

SHEET 32 OF 35 SHEETS

14519

12X

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		33	35

GENERAL NOTES

Conduits shall be galvanized rigid conduits of the sizes shown on the plans.

Pull & Jct. Boxes shall be 8"x4'x4' Galv. C.I. with tapped entrances and galvanized cheesecare steel covers. OZ Type "YU" or equal.

Navigational Lights shall be B&B Engineering Corp. Channel Lights type MSC301-LB00K101DL or equal with 360° 8" green Fresnel marine type lenses or 180° 8" Red Fresnel lenses as indicated on this drawing.

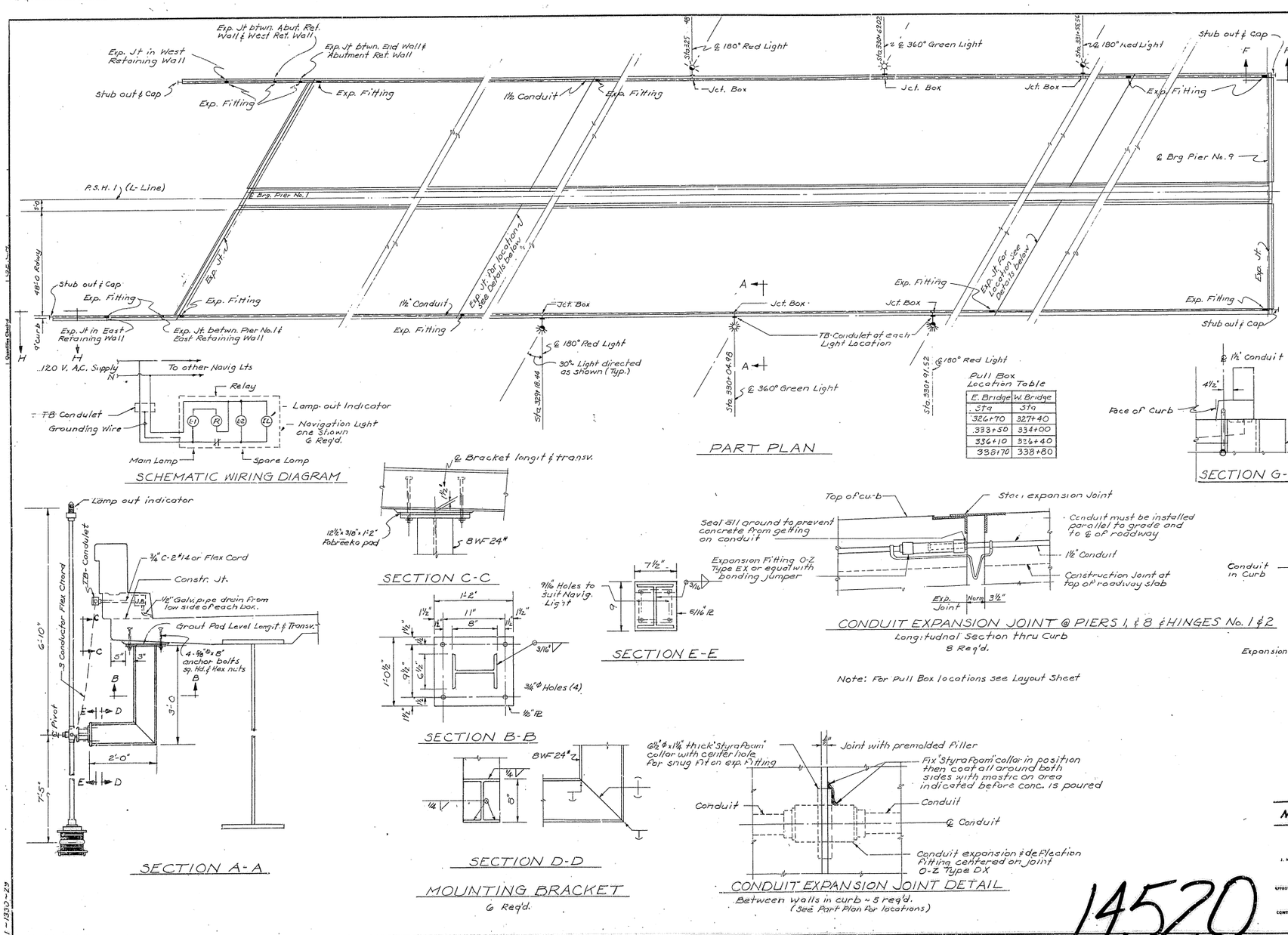
The Light Housings shall be 5# cast aluminum construction. The lamp-out indicator shall have a red globe and the lamp size shall be as recommended by the manufacturer.

The main lamps and the spare lamps in the navigation lights shall be 3000 hour, 67 watt traffic signal lamps.

No conductors are to be installed in 1½" conduit.

Install #12 Galv. iron pull wire in all 1½" conduit runs.

Install all conduit runs to drain to a box or bridge end.



PART PLAN

Pull Box Location Table

E. Bridge	W. Bridge
Sta	Sta
326+70	327+40
333+50	334+00
336+10	326+40
338+70	338+80

SCHEMATIC WIRING DIAGRAM

SECTION A-A

SECTION C-C

SECTION B-B

SECTION D-D

MOUNTING BRACKET

6 Req'd.

SECTION E-E

CONDUIT EXPANSION JOINT @ PIERS 1, 8 & HINGES No. 1 & 2

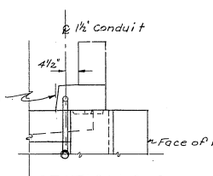
Longitudnal Section thru Curb

8 Req'd.

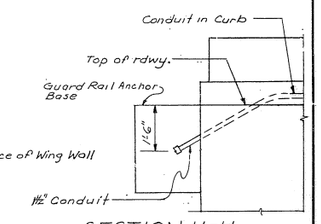
Note: For Pull Box locations see Layout Sheet

CONDUIT EXPANSION JOINT DETAIL

Between walls in curb ~ 5 req'd.
(See Part Plan for locations)

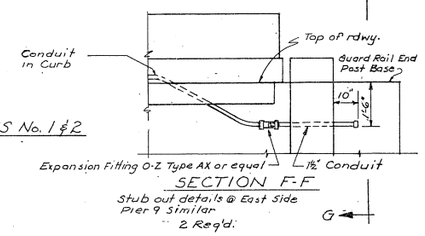


SECTION G-G



SECTION H-H

Stub out details @ West Ret. Wall Similar



SECTION F-F

Stub out details @ East Side Pier 9 Similar

2 Req'd.

PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

NAVIGATION LIGHTS & DETAILS

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE D. EHAN, ACTING CHAIRMAN

J. M. BLAIR, JR.
H. WALSH
E. L. MIKALSON
BRIDGE ENGINEER

APPROVED May 11, 1967

SHEET 33 OF 35 SHEETS

CONTRACT NO.

14520

12X

1-1330-29

S= Bar is included in substructure quantities.
F= Bar to be field welded.
T= Tie or Stirrup.
H= A.S.T.M. A-432.
V= Bar dimensions vary between dimensions shown on this line and the following line.

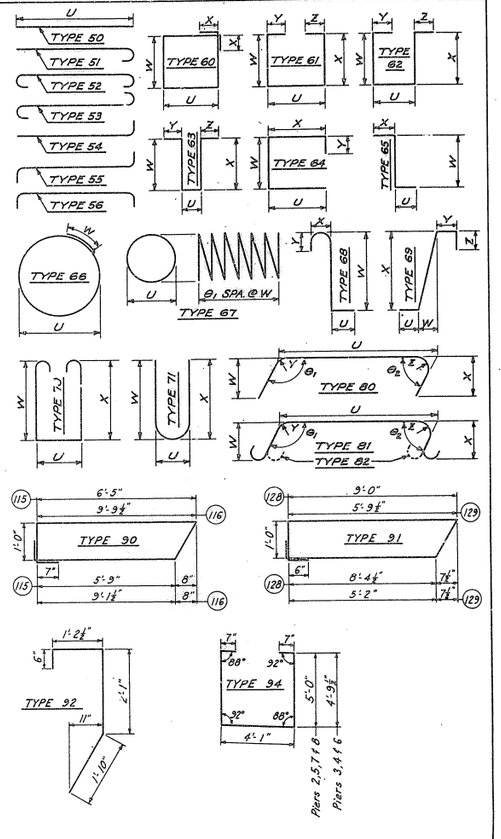
MARK NO.	LOCATION	SIZE	NO. REQ'D.	BEND TYPE	TIE OR STIR	FLD. WELD	SUBSTR.	VARIES	NO. EACH	DIMENSIONS (Out to out) U Ft.	U In.	W Ft.	W In.	X Ft.	X In.	Y Ft.	Y In.	Z Ft.	Z In.	θ1 Deg.	θ2 Deg.	LENGTH Ft.	LENGTH In.	WEIGHT Lbs.
1	FOOTING PIER 2 LONG / TRANS	11	352	50			S			23	8.0											23	8.	44261
2	FOOTING PIERS 3,4 TRANSV	6	46	50			S			48	2.0											48	2.	3328
3	FOOTING PIERS 3,4 LONGIT	10	194	50			S			22	2.0											22	2.	18504
4	FOOTING PIER 5 TRANSV	7	108	50			S			15	8.0											15	8.	3458
5	FOOTING PIER 5 LONGIT	10	108	50			S			22	2.0											22	2.	10301
6	FOOTING PIERS 6,7 TRANSV	9	208	50			S			15	8.0											15	8.	11079
7	FOOTING PIERS 6,7 LONGIT	9	256	50			S			18	11.0											18	11.	16465
8	FOOTING PIER 8 TRANSV	9	64	50			S			12	5.0											12	5.	2702
9	FOOTING PIER 8 LONGIT	9	92	50			S			15	8.0											15	8.	4901
11	FOOTING DOWELS PIER 2	14	48	54		F	S			11	1.0											17	2.	6306
11	FOOTING DOWELS PIER 2	14	48	54		F	S			10	1.0											12	2.	4468
12	FOOTING DOWELS PIERS 3,4	18	72	54		F	S			12	11.5											15	9.	15422
12	FOOTING DOWELS PIERS 3,4	18	72	54		F	S			19	6.5											22	4.	21869
13	FOOTING DOWELS PIERS 3,4	6	84	54			S			8	8.0											9	7.	1209
14	FOOTING DOWELS PIER 5	18	48	54		F	S			13	8.5											16	6.	10771
14	FOOTING DOWELS PIER 5	18	48	54		F	S			20	3.5											23	1.	15067
15	FOOTING DOWELS PIER 6,7	11	216	54			S			9	3.0											11	0.	12624
16	FOOTING DOWELS PIER 8	11	108	54			S			7	0.0											8	9.	5021
20	COLUMN PIER 2E NORTH	14	12	50		F	S			57	2.0											57	2.	5248
20	COLUMN PIER 2E NORTH	14	12	50		F	S			52	2.0											52	2.	4789
20	COLUMN PIER 2E SOUTH	14	12	50		F	S			57	3.0											57	3.	5256
20	COLUMN PIER 2E SOUTH	14	12	50		F	S			52	3.0											52	3.	4797
20	COLUMN PIER 2W NORTH	14	12	50		F	S			59	3.0											59	3.	5439
20	COLUMN PIER 2W NORTH	14	12	50		F	S			54	3.0											54	3.	4980
20	COLUMN PIER 2W SOUTH	14	12	50		F	S			59	11.0											59	11.	5500
20	COLUMN PIER 2W SOUTH	14	12	50		F	S			54	11.0											54	11.	5041
21	COLUMN PIER 3	18	72	54		F	S			33	4.0											36	2.	35376
21	COLUMN PIER 3	18	72	54		F	S			26	9.0											29	7.	28927
21	COLUMN PIER 4	18	72	54		F	S			38	4.0											41	2.	40270
21	COLUMN PIER 4	18	72	54		F	S			31	9.0											34	7.	33823
22	COLUMN PIER 3E NORTH	11	36	50			S			64	6.0											64	6.	12337
22	COLUMN PIER 3E SOUTH	11	36	50			S			64	10.0											64	10.	12400
22	COLUMN PIER 3W NORTH	11	36	50			S			63	1.0											63	1.	12066
22	COLUMN PIER 3W SOUTH	11	36	50			S			63	11.0											63	11.	12225
22	COLUMN PIER 4E NORTH	11	36	50			S			57	1.0											57	1.	10918
22	COLUMN PIER 4E SOUTH	11	36	50			S			57	5.0											57	5.	10982
22	COLUMN PIER 4W NORTH	11	36	50			S			55	8.0											55	8.	10647
22	COLUMN PIER 4W SOUTH	11	36	50			S			56	6.0											56	6.	10807
23	COLUMN PIER 5E NORTH	18	12	50		F	S			48	0.0											48	0.	7834
23	COLUMN PIER 5E NORTH	18	12	50		F	S			41	5.0											41	5.	6759
23	COLUMN PIER 5E SOUTH	18	12	50		F	S			48	6.0											48	6.	7915
23	COLUMN PIER 5E SOUTH	18	12	50		F	S			41	11.0											41	11.	6841
23	COLUMN PIER 5W NORTH	18	12	50		F	S			46	7.0											46	7.	7602
23	COLUMN PIER 5W NORTH	18	12	50		F	S			40	0.0											40	0.	6528
23	COLUMN PIER 5W SOUTH	18	12	50		F	S			47	8.0											47	8.	7779
23	COLUMN PIER 5W SOUTH	18	12	50		F	S			41	1.0											41	1.	6705
24	COLUMN PIER 6E NORTH	11	27	50			S			47	0.0											47	0.	6742
24	COLUMN PIER 6E SOUTH	11	27	50			S			47	7.0											47	7.	6826
24	COLUMN PIER 6W NORTH	11	27	50			S			45	7.0											45	7.	6539
24	COLUMN PIER 6W SOUTH	11	27	50			S			46	8.0											46	8.	6694
24	COLUMN PIER 7E NORTH	11	27	50			S			45	8.0											45	8.	6635
24	COLUMN PIER 7E SOUTH	11	27	50			S			46	3.0											46	3.	6635
24	COLUMN PIER 7W NORTH	11	27	50			S			44	4.0											44	4.	6360
24	COLUMN PIER 7W SOUTH	11	27	50			S			45	4.0											45	4.	6503
25	COLUMN PIER 8E NORTH	11	27	50			S			39	7.0											39	7.	5678
25	COLUMN PIER 8E SOUTH	11	27	50			S			40	2.0											40	2.	5762
25	COLUMN PIER 8W NORTH	11	27	50			S			38	3.0											38	3.	5487
25	COLUMN PIER 8W SOUTH	11	27	50			S			39	4.0											39	4.	5642
30	COLUMN HOOPS ALL INT PIERS	4	1806	66			S			5	9.0	2	0.0									19	11.	24048
31	SHAFT PIERS 3,4 TIES	4	451	61			S			2	9.0		5.0		5.0		0.0		0.0			3	4.	1004
32	SHAFT PIERS 3 VERT	6	42	50			S			35	7.0											35	7.	2245
32	SHAFT PIERS 4 VERT	6	42	50			S			40	7.0											40	7.	2560
33	SHAFT PIERS 3,4 HORIZ	6	78	50			S			40	6.0											40	6.	4745
34	SHAFT PIERS 3,4 HORIZ TOP	11	18	56			S			40	6.0											44	0.	4208
35	INT XBEAMS EXCEPT PIER 8 BOT	14	48	50			S			18	0.0											18	0.	6610
36	INT XBEAMS EXCEPT PIER 8 BOT	14	48	50			S			21	0.0											21	0.	7711
37	INT XBEAMS EXCEPT PIER 8 BOT	14	48	50			S			24	0.0											24	0.	8813
38	INT XBEAMS EXCEPT PIER 8 BOT	14	48	50			S			27	0.0											27	0.	9914
39	INT XBEAMS EXCEPT PIER 8 BOT	14	48	50			S			30	0.0											30	0.	11016
40	INT XBEAMS EXCEPT PIER 8 BOT	14	96	50			S			53	0.0											53	0.	38923
41	INT XBEAMS EXCEPT PIER 8 TOP	14	168	80			S			53	6.0	4	3.0	4	3.0	4	10.5	10.5	83	83		60	10.	78181
42	INT XBEAMS EXCEPT PIER 8 TOP	14	168	80			S			54	0.0	4	3.0	4	3.0	4	10.5	10.5	83	83		61	4.	78824
45	INT XBEAM PIER 8 BOT	14	8	50			S			19	0.0											19	0.	1163
46	INT XBEAM PIER 8 BOT	14	8	50			S			23	0.0											23	0.	1408
47	INT XBEAM PIER 8 BOT	14	8	50			S			27	0.0											27	0.	1652
48	INT XBEAM PIER 8 BOT	14	12	50			S			53	0.0											53	0.	4865
49	INT XBEAM PIER 8 TOP	14	8	80			S			53	6.0	4	3.0		3.0		10.5	10.5	83	83		60	10.	3723
50	INT XBEAM PIER 8 TOP	14	28	80			S			54	0.0	4	3.0		3.0		10.5	10.5	83	83		61	4.	13137
53	INT XBEAMS PIERS 2,5,7,8 STP	6	1132	94	T		S															14	3.	19820
54	INT XBEAMS PIERS 3,4,6 STP	6	912	94	T		S															14	3.	19820
56	INT XBEAMS PIERS 2,5,7,8 TIE	6	1132	61	T		S			5	0.0		7.0		7.0	0.0		0.0				5	11.	9989
54	INT XBEAMS PIERS 3,4,6 TIE	6	912	61	T		S			4	9.5		7.0		7.0	0.0		0.0				5	8.	7762
55	INT XBEAMS ALL PIERS	5	756	61	T		S			6	3.0		6.0		6.0	0.0		0.0				7	1.	5552
56	INT XBEAMS ALL PIERS	7	84	50			S			52	6.0											52	6.	9014
80	PIER NO 1 FTG TOP LONGIT	10	15	50			S	V	1	3	3.0											3	3.	
										19	9.0											19	9.	742
80	PIER NO 1 FTG TOP LONGIT	10	16	50			S	V	1	12	3.0											12	3.	
										19	6.0											19	6.	1093
81	PIER NO 1 FTG TOP LONGIT	10	141	50			S			12	3.0											12	3.	7432

S= Bar is included in substructure quantities.
F= Bar to be field welded.
T= Tie or Stirrup.
H= A.S.T.M. A-432.
V= Bar dimensions vary between dimensions shown on this line and the following line.

MARK NO.	LOCATION	SIZE	NO. REQ'D.	BEND TYPE	TIE OR STIR	FLD. WELD	SUBSTR.	VARIES	NO. EACH	DIMENSIONS (Out to out) U Ft.	U In.	W Ft.	W In.	X Ft.	X In.	Y Ft.	Y In.	Z Ft.	Z In.	θ1 Deg.	θ2 Deg.	LENGTH Ft.	LENGTH In.	WEIGHT Lbs.
82	PIER NO 1 FTG TOP LONGIT	10	6	50			S	V	1	11	6.0											11	6.	
										9	0.0											9	0.	265
82	PIER NO 1 FTG TOP LONGIT	10	3	50			S	V	1	7	6.0											7	6.	
										4	3.0											4	3.	76
83	PIER NO 1 FTG BOT LONGIT	10	17	50			S	V	1	6	0.0											6	0.	
										25	0.0											25	0.	1134
83	PIER NO 1 FTG BOT LONGIT	10	16	50			S	V	1	24	9.0											24	9.	
										17	6.0											17	6.	1454
84	PIER NO 1 FTG BOT LONGIT	10	141	50			S			17	8.0											17	8.	10719
85	PIER NO 1 FTG BOT LONGIT	10	9	50			S	V	1	16	9.0											16	9.	
										4	0.0											4	0.	402
86	PIER NO 1 TOP TRANSV	6	7	50			S			48	0.0											48	0.	
86	PIER NO 1 TOP TRANSV	6	7	50			S	V	1	48	0.0											48	0.	505
										40	6.0											40	6.	465
87	PIER NO 1 FTG TOP TRANSV	6	4	50			S	V	1	43	3.0											43	3.	
										46	9.0											46	9.	270
87	PIER NO 1 FTG TOP TRANSV	6	3	50			S	V	1	38	3.0											38	3.	
										44	3.0											44	3.	186
88	PIER NO 1 FTG BOT TRANSV	6	8	50			S			48	0.0											48	0.	577
89	PIER NO 1 FTG BOT TRANSV	6	6	50			S			48	0.0											48	0.	433
89	PIER NO 1 FTG BOT TRANSV	6	6	50			S	V	1	47	9.0											47	9.	
										41	9.0											41	9.	403
90	PIER NO 1 FTG BOT TRANSV	6	7	50			S	V	1	46	9.0											46	9.	
										39	6.0											39	6.	453
90	PIER NO 1 FTG BOT TRANSV	6	3	50			S	V	1	38	3.0											38	3.	
										44	3.0											44	3.	186
91	PIER NO 1 FTG TOP TRANSV	10	23	50			S			14	0.0											14	0.	1386
92	PIER NO 1 FTG BOT TRANSV	8	12	50			S			14	0.0											14	0.	449
95	PIER NO 1 ABUT WALL HORZ	5	88	50			S			33	0.0											33	0.	3029
96	PIER NO 1 ABUT WALL VERT	6	125	64	T		S				0.0	17	3.0	4	0.0		7.0					21	7.	4044
97	PIER NO 1 ABUT WALL TIES	6	125	61	T		S			4	0.0	2	9.0	2	9.0		7.0		7.0			10	1.	1893
98	PIER NO 1 ABUT WALL DOWELS	6	125	54	T		S			7	0.0											7	5.	1396
99	PIER NO 1 ABUT WALL VERT	11	106	80			S			2	2.0		0.0	14	0.0		0.0		9.3	0	85			8851
100	PIER NO 1 ABUT WALL VERT	11	107	80			S	V	1	2	2.0		0.0	20	1.0		0.0		9.3	0	85		10.	
										2	2.0		0.0	21	1.0		0.0		9.3	0	85	22	10.	12691
										33	0.0											33	0.	2293
102	PIER NO 1 ABUT WALL HORZ	4	104	50			S				7.0	13	5.0		7.0		0.0					14	4.	6697
103	PIER NO 1/9 ABUT WALL TIE	6	312	64	T		S				7.0	13	1.0		7.0							14	0.	6541
104	PIER NO 1/9 ABUT WALL TIE	6	312	65	T		S				7.0	13	1.0		7.0							14	0.	10647
105	PIER NO 1 ABUT WALL HORZ	4	4	50			S			29	3.0											29	3.	78
106	PIER NO 1 ABUT WALL TIE	4	198	64	T		S				5.0	1	9.0		5.0		6.0					2	5.	321
107	PIER NO 1 ABUT WALL HORZ	6	4	50			S			33	0.0											33	0.	198
108	PIER NO 1 ABUT WALL HORZ	9	8	50			S			33	6.0											33	6.	911
109	PIER NO 1 ABUT WALL HORZ	8	16	50			S			33	4.0											33	4.	1424
112	PIER NO 1 E END WALL VERT	5	13	50			S			29	2.0											29	2.	395
113	PIER NO 1 E END WALL VERT	5	8	50			S			28	6.0											28	4.	236
114	PIER NO 1 E END WALL VERT	9	2	50			S			29	2.0											29	2.	198
115	PIER NO 1 E END WALL HOOPS	6	2	90	T		S															14	10.	45
116	PIER NO 1 E END WALL HOOPS	6	22	90	T		S															21	7.	713
117	PIER NO 1 E END WALL HORZ	9	25	50			S			9	9.0											9	9.	829
118	PIER NO 1 E END WALL HORZ	5	13	50			S			9	1.0											9	1.	123
119	PIER NO 1 E END WALL TIE	6	24	80			S			6	0.0		8.0		0.0		2.3	0.0	57	0		6	5.	232
120	PIER NO 1 E END WALL TIE	6	24	80			S			6	0.0		8.0		0.0		2.3	0.0	121	0		6	9.	242
121	PIER NO 1 E END WALL HOOK	9	14	51			S			8	0.0											9	3.	440
125	PIER NO 1 W END WALL VERT	5	11	50			S			30	6.0											30	6.	550
126	PIER NO 1 W END WALL VERT	5	8	50			S			29	8.0											29	8.	248
127	PIER NO 1 W END WALL VERT	9	2	50			S			30	6.0											30	6.	207
128	PIER NO 1 W END WALL HOOPS	5	2	91	T		S															20	0.	42
129	PIER NO 1 W END WALL HOOPS	5	22	91	T		S															13	7.	312
130	PIER NO 1 W END WALL HORZ	8	23	50			S			8	4.0											8	4.	512
131	PIER NO 1 W END WALL HORZ	5	14	50			S			9	1.0											9	1.	133
132	PIER NO 1 W END WALL TIE	5	24	80			S			6	0.0		7.0		0.0		2.3	0.0	58	0		6	5.	160
133	PIER NO 1 W END WALL TIE	5	24	80			S			6	0.0		7.0		0.0		2.3	0.0	120	0		6	8.	166
134	PIER NO 1 W END WALL HOOK	8	14	51			S			8	0.0											9	1.	340
135	PIER NO 1 W/E END/RET TIE	5	155	92	T		S															5	4.	862
139	PIER 9 ABUT FTG BOT TRANSV	8	20	50			S			58	0.0											58	0.	3097
140	PIER 9 ABUT FTG TOP TRANSV	8	10	50			S			55	9.0											55	9.	1489
141	PIER 9 ABUT FTG TOP TRANSV	4	8	50			S			28	11.0											28	11.	155
142	PIER 9 ABUT FTG BOT LONGIT	7	124	50			S			11	2.0											11	2.	2830
143	PIER 9 ABUT FTG TIE	4	109	62			S			3	6.0	5	7.0	5	7.0		5.0		5.0			15	0.	1092
144	PIER 9 ABUT WALL HORZ	4	64	50			S			28	11.0											28	11.	1236
145	PIER 9 ABUT WALL HORZ	4	4	50			S			24	10.0											24	10.	66
146	PIER 9 ABUT WALL HORZ	9	4	50			S			55	9.0											55	9.	758
147	PIER 9 ABUT WALL HORZ	6	4	50			S			29	0.0											29	0.	174
148	PIER 9 ABUT WALL TIE	4	154	64			S				5.0	1	9.0		5.0		0.0					2	4.	240
152	PIER NO 9 WING WALL HORZ	9	30	65			S			14	6.0	18	8.0		0.0							32	11.	3353
152	PIER NO 9 WING WALL HORZ	9	6	65			S	V	2	14	6.0	17	8.0		0.0							31	11.	
										14	6.0	15	8.0		0.0							29	11.	630
152	PIER NO 9 WING WALL HORZ	9	14	65			S	V	2	14	6.0	14	2.0		0.0							28	5.	
										14	6.0	3	8.0		0.0							17	11.	1101
153	PIER NO 9 WING WALL HORZ	4	16	50			S			18	8.0											18	8.	200
153	PIER NO 9 WING WALL HORZ	4	16	50			S	V	2	17	8.0											17	8.	
										3	8.0											3	8.	114
154	PIER NO 9 WING WALL VERT	4	12	50			S			14	8.0											14	8.	118
154	" " 9 " "	4	40	50			S	V	2	13	11.0											13	11.	
										7	2.0											7	2.	282
155	PIER NO 9 WING WALL HORZ	4	4	50			S			17	3.0											17	3.	66
156	" " 9 " " HOOKS	4	24	51			S			3	6.0											4	0.	64

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.		SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194		34	35

BENDING DIAGRAMS



PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

BAR LIST

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

M. O. DAVIS, JR.
H. WALSH

APPROVED May 11, 1967

B. L. ELLINGSON

SHEET 34 OF 35 SHEETS

CONTRACT NO.

14521

12X

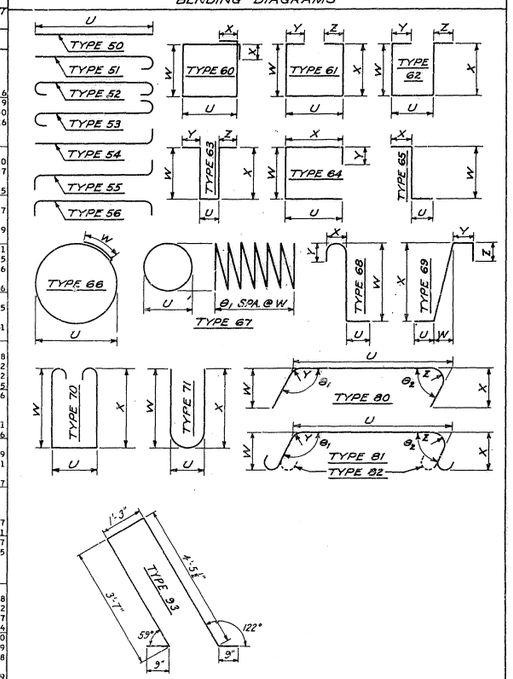
I-1030-30

S = Bar is included in substructure quantities.
F = Bar to be field welded.
T = Tie or Stirrup.
H = A.S.T.M. A-432.
V = Bar dimensions vary between dimensions shown on this line and the following line.

MARK NO.	LOCATION	SIZE	NO. REQ'D.	BEND TYPE	TIE OR STIR.	FLD. WELD	SUBSTR.	A-432	VARIES	NO. EACH	DIMENSIONS (Out to out) U Ft.	U In.	W Ft.	W In.	X Ft.	X In.	Y Ft.	Y In.	Z Ft.	Z In.	θ1 Deg.	θ2 Deg.	LENGTH Ft.	LENGTH In.	WEIGHT Lbs.
159	PIER 9 CURB END TIE HORZ	4	16	65	T		S					5.0	1	7.0		0.0							1	6.	16
159	PIER 1 CURB END TIE HORZ	4	8	65	T		S					5.0	1	5.0		0.0							1	9.	9
160	PIER 9 CURB END TIE HORZ	5	8	63	T		S				1	2.0	2	6.0	2	6.0		0.0		0.0			6	0.	50
160	PIER 1 CURB END TIE HORZ	5	4	63	T		S				1	4.0	2	6.0	2	6.0		0.0		0.0			6	2.	26
164	PR 1 E RET WALL FTG BOT LONG	9	17	50			S					49	10.0										49	10.	2880
165	PR 1 E RET WALL FTG TOP LONG	8	12	50			S					49	10.0										49	10.	1597
166	PR 1 E RET WALL FTG BOT TRAN	10	37	50			S		V	1		16	6.0										16	6.	
												13	10.0										13	10.	2415
167	PR 1 E RET WALL FTG BOT TRAN	10	24	50			S		V	1		13	8.0										13	8.	
												11	3.0										11	3.	1287
168	PR 1 E RET WALL FTG TOP	10	61	50			S		V	1		11	9.0										11	9.	
												9	6.0										9	6.	2789
169	PR 1 E RET WALL FTG TOP	10	18	50			S		V	1		9	4.0										9	4.	
												8	3.0										8	3.	681
170	PR 1 W RET WALL FTG BOT LONG	9	17	50			S					41	1.0										41	1.	2375
171	PR 1 W RET WALL FTG TOP LONG	8	12	50			S					41	1.0										41	1.	1316
172	PR 1 W RET WALL FTG BOT TRAN	10	39	50			S		V	1		16	6.0										16	6.	
												14	11.0										14	11.	2636
173	PR 1 W RET WALL FTG BOT TRAN	10	15	50			S		V	1		14	11.5										15	0.	
												14	0.0										14	0.	935
174	PR 1 W RET WALL FTG TOP TRAN	10	82	50			S		V	2		11	9.0										11	9.	
												10	3.0										10	3.	3881
178	PIER 9 GUARD BASE VERT TIE	5	20	61	T		S	H			1	1.5	12	9.0	12	9.0		6.0		6.0			27	3.	568
179	PIER 9 GUARD BASE VERT	8	28	65			S	H				9.0	13	4.0		9.0							14	4.	1072
180	PIER 9 GUARD BASE HORZ	8	20	56			S	H			5	9.0											8	1.	432
181	PIER 9 GUARD BASE HORZ TIE	5	52	63	T		S	H			1	3.0	3	2.5	3	2.5		9.0		9.0			8	9.	475
182	PIER 9 GUARD BASE HORZ TIE	8	16	56			S	H			3	5.0											5	9.	246
186	PIER 1 GUARD BASE VERT TIE	5	12	61	T		S	H			1	1.5	12	9.0	12	9.0		6.0		6.0			27	3.	341
187	" 1 " " VERT	8	14	65			S	H				9.0	13	4.0		9.0							14	4.	536
188	PIER 1 GUARD BASE HORZ	8	10	56			S	H	V	2	7	8.6											10	1.	
											7	0.0											9	4.	259
189	PIER 1 GUARD BASE HORZ TIE	5	26	93	T		S	H															10	5.	281
190	PIER 1 GUARD BASE HORZ TIE	8	8	56			S	H	V	1	4	5.5											6	10.	
											3	8.5											6	1.	137
194	END RET WALL GUARD BASE	8	8	54			S	H				9	0.0										10	2.	217
195	END RET WALL GUARD BASE	5	4	64	T		S					6.0	1	9.0		6.0		0.0					2	7.	11
196	END RET WALL GUARD BASE	8	8	56			S	H			2	8.0											5	0.	107
197	END RET WALL GUARD BASE T1	5	10	61	T		S	H			1	3.0	2	8.0	2	8.0		6.0		6.0			7	2.	75
198	END RET WALL GUARD BASE HP	5	12	60	T		S	H			1	1.5	2	6.5		6.0							7	10.	98
199	END RET WALL GUARD BASE	5	12	69	T		S				1	0.0	3	6.0	1	7.5		0.0		0.0			4	11.	62
200	END RET WALL GUARD BASE	4	4	50			S				2	9.0											2	9.	7
300	SLAB TOP TRANS	6	7164	51							31	6.0											32	2.	346124
300	SLAB TOP TRANS	6	7164	51							21	0.0											21	8.	233140
301	SLAB BOT TRANS	6	7164	50							26	9.0											26	9.	287839
301	SLAB BOT TRANS	6	7164	50							24	6.0											24	6.	263628
302	SLAB TOP TRANS	6	812	51					V	14	50	3.0											50	11.	
											9	6.0											10	2.	37249
303	SLAB BOT TRANS	6	812	50					V	14	50	0.0											50	0.	
											9	0.0											9	0.	35979
304	SLAB TOP TRANS	6	70	51					V	14	9	0.0											9	8.	
											8	0.0											8	8.	964
308	SLAB TOP LONG PR 1 TO HING 1	5	688	50							30	4.0											30	4.	21767
308	SLAB TOP LONG HING1 TO HING2	5	1720	50							41	8.0											41	8.	74768
308	SLAB TOP LONG HING 2 TO PR 8	5	1032	50							39	3.0											39	3.	42248
308	SLAB TOP LONG SPAN 8 WEST BR	5	129	50							32	4.0											32	4.	4350
308	SLAB TOP LONG SPAN 8 WEST BR	5	43	50					V	1	33	0.0											33	0.	
											4	0.0											4	0.	830
308	SLAB TOP LONG SPAN 8 EAST BR	5	172	50							33	3.0											33	3.	5965
308	SLAB TOP LONG SPAN 8 EAST BR	5	43	50					V	1	33	0.0											33	0.	
											4	0.0											4	0.	830
309	SLAB TOP LONG NEAR EXP DAMS	5	668	50							12	0.0											12	0.	8361
310	" " " OVER PIERS	5	648	50							32	0.0											32	0.	21628
312	SLAB BOT LONG PR 1 TO HING 1	5	1248	50							30	4.0											30	4.	39484
312	SLAB BOT LONG HING1 TO HING2	5	3120	50							41	4.0											41	4.	134505
312	SLAB BOT LONG HING 2 TO PR 8	5	1872	50							39	3.0											39	3.	74635
312	SLAB BOT LONG SPAN 8 WEST BR	5	234	50							32	4.0											32	4.	7891
312	SLAB BOT LONG SPAN 8 WEST BR	5	78	50					V	1	33	0.0											33	0.	
											4	0.0											4	0.	1505
312	SLAB BOT LONG SPAN 8 EAST BR	5	312	50							33	3.0											33	3.	10820
312	SLAB BOT LONG SPAN 8 EAST BR	5	78	50					V	1	33	0.0											33	0.	
											4	0.0											4	0.	1505
314	SLAB TO CURB TIES ALL SPANS	5	8535	69								6.0		3.0	1	1.0		8.0		6.0			2	6.	21900

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-4(56)194	35	35

BENDING DIAGRAMS



PSH 1 (SR 5)
SNOHOMISH RIVER BRIDGE
SNOHOMISH COUNTY

BAR LIST

W. SHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

BRIDGE E. ZIGAN, ACTING CHAIRMAN
J. H. TLAIR JR
H. WALSH
R. L. BIRKELOOF

APPROVED May 11, 1967

SHEET 35 OF 35 SHEETS

CONTRACT NO. 14522

I - 330 - 31

12X

EVERETT
WASHINGTON

CITY OF EVERETT, WASHINGTON
PUBLIC WORKS DEPARTMENT

ADDENDUM NO. #1
Water Main Replacement Y, Phase 2 (REBID)
UP3814
10/24/2025

Notice to Plan Holders:

This Addendum No. 1 contains the following revisions, additions, deletions, and/or clarifications, is hereby made a part of the plans and specifications (Contract Documents) for the above named project, and shall be taken into consideration by Bidders in submitting their bids.

Bidders shall acknowledge receipt of this Addendum No. 1 in the space provided on the Proposal. Failure to do so may subject the Bidder to disqualification of its bid.

This Addendum consists of **110** pages.

Addendum Details:

This Addendum replaces pages SP-9 and SP-10, Subcontractor's Form, in the Proposal. This Addendum replaces Division 1 of the Specifications in its entirety.

SPECIFICATIONS

The following changes have been made to Division 1 of the Specifications.

Replace Section1-02.1(2), Supplemental Bidder Responsibility Criteria, on page SP-47, with the following:

1-02.1(2) Supplemental Bidder Responsibility Criteria (******)

A. Wage Compliance. The following Supplemental Bidder Responsibility Criterion applies to this Project:

Extended Certification of Wage Compliance. Within the **five-year** period immediately preceding the date of the bid solicitation, the Bidder must not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

B. Apprentice Utilization: The following Supplemental Bidder Responsibility Criterion applies to this Project **if** this Project has apprentice utilization requirements:

Certification of Apprentice Compliance. For each public project completed by Bidder during the **two-year** period immediately preceding the date of the bid solicitation, Bidder must not have been subject to a final determination by the awarding agency that Bidder failed, without good faith efforts approved by the awarding agency, to meet applicable project apprentice utilization requirements. If the Project has apprentice utilization requirements, the Bidder by submitting a Bid certifies that it has not been subject to such a final determination.

C. Procedures for Wage Compliance and Apprentice Utilization Criteria: The Bidder must sign and submit certifications as provided by the City in the bidding documents (which are usually included in the Bid Form) before Project award. The City may also use independent sources of information that may be abrvailable to demonstrate whether the Bidder is in compliance with these criteria. A Bidder may request that City modify the supplemental bidder responsibility criteria listed above. This request must be in writing to the City project manager and must be received by the City project manager at least ten business days before the bid opening. If City Project staff determines to recommend that the City should find that the Bidder does not meet the bidder responsibility above and is therefore not a responsible bidder, the City Project staff will notify the Bidder in writing with the reasons for its recommendation. If the Bidder disagrees with this recommendation, the Bidder may appeal to the director of the City department responsible for this Contract (the "Director") by presenting additional information to the Director in writing within two (2) business days after receipt of the recommendation. The Director will consider the appeal and any additional information and will issue a decision regarding the appeal, which will take the form of a recommendation to the Everett City Council. Any protest by Bidder of the Director decision must be in strict conformity to Everett Municipal Code Chapter 3.46, Bid Protest Procedures.

PROPOSAL

Replace Subcontractor's form, pages SP-9 and SP-10 with the attached document.

All other requirements of the plans and specifications remain in effect.

This addendum shall be attached to and made a part of the plans and specifications and shall be acknowledged on the bidder's proposal.

Sincerely,

Amie Campbell

Amie Campbell, PE
Project Manager



Attachments: Sub-Contractor's Form, Division 1 Specifications

SUBCONTRACTORS FORM

1. Bidder SHALL identify in the table below the licensed Subcontractors with whom it will subcontract to perform the heating, ventilation and air conditioning, plumbing (as defined by RCW Chap. 18.106), and electrical work (as defined by RCW Chap. 19.28). Bidder may identify itself to perform this work provided that Bidder is licensed to perform the work for which it has identified itself. Bidder SHALL provide the license number for all Subcontractors identified (or the license number for itself, if it has identified itself). If Bidder believes a category of work is not part of the Work, Bidder shall write "NO WORK". **Bidder SHALL submit the information required by this Paragraph 1 with the bid proposal at the published bid submittal time.**

2. Bidder SHALL identify in the table below the Subcontractors with whom it will subcontract to perform the structural steel installation and rebar installation work. Bidder may identify itself to perform this work. If Bidder believes a category of work is not part of the Work, Bidder shall write "NO WORK". **Bidder SHALL submit the information required by this Paragraph 2 with the bid proposal at the published bid submittal time or within forty-eight hours of the published bid submittal time**.

3. Bidder shall not list more than one Subcontractor for each category of Work identified, unless Subcontractors vary with Bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.

4. **Bidder's Bid shall be deemed non-responsive and void if:**
   - A. If Bidder fails: (1) to submit the names of Subcontractors as required above; (2) to name itself to perform such Work; or (3) to write "No Work"; or
   - B. Bidder names two or more Subcontractors to perform the same category of Work; or
   - C. Bidder fails to provide (or to correct) proof of license as required herein.

5. The requirements of this section apply only to Subcontractors who will contract directly with the prime contract bidder submitting the Bid to the City

Type/Scope of Work	Name and Address of Subcontractor or Bidder and License Number
HEATING Subcontractor, bidder or "no work" **MUST** be stated	
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" **MUST** be stated	
PLUMBING (as described in RCW Chap. 18.106) Subcontractor, bidder or "no work" **MUST** be stated	
ELECTRICAL (as described in RCW Chap. 19.28) Subcontractor, bidder or "no work" **MUST** be stated	

Errors identified by the City in the proof of license information must be corrected by the Bidder within 48 hours of submission.

Type/Scope of Work	Name and Address of Subcontractor or Bidder
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" **MUST** be stated	
REBAR INSTALLATION Subcontractor, bidder or "no work" **MUST** be stated	

DIVISION 1 – GENERAL REQUIREMENTS

Supplement Division 1 by adding the following:

General Description and Location of Project
(******)

Work being performed includes furnishing all labor, materials and equipment necessary to construct approximately 1,020 linear feet of 12-inch ductile iron watermain and appurtenances, including relocation of an existing PRV station, site restoration, installation on existing I-5 bridge structure over the Snohomish River and BNSF Railroad, and removal and disposal of the existing 8-inch waterline on the I-5 bridge and performing all Work as required by the Contract, in accordance with the Contract Plans and Contract Provisions.

The Project is in Everett, Washington, and the southern project limit is located on E Grand Ave/E Marine View Dr between the I-5 southbound on-ramp and I-5 northbound off-ramp. The northern project limit is located at the intersection of Smith Island Road and 4th St SE near the Everett Wastewater Treatment Plant.

Apprentice Utilization
This Project requires apprentice utilization as set forth below in Special Provision 1-7.9(3).

Design Engineer
(******)

Questions and inquiries about these Contract Documents should be directed in writing to the attention of Amie Campbell, P.E. City Project Manager, acampbell@everettwa.gov.

Standard Specifications
(******)

All Work under this Contract shall be performed in accordance with the following Specifications except as may be exempted or modified by other sections of these Contract Documents. These Specifications are incorporated by reference, made a part of this Contract, and shall control and guide all activities within this Project whether referred to directly, paragraph by paragraph.

WSDOT/APWA “2023 Standard Specifications for Road, Bridge and Municipal Construction,” hereinafter referred to as the “Standard Specifications.”

The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work. The following latest edition of other specifications and standard plans shall apply to the extent to which they are called out in the Contract Documents:

1. City of Everett “Design and Construction Standards and Specifications,” latest edition as found on the Web at “http://www.everettwa.gov/1531/Design-Construction-Standards.”
2. “Standard Plans for Road and Bridge Construction,” as prepared by WSDOT.
3. “Manual on Uniform Traffic Control Devices (MUTCD).”
4. APWA Standards.
5. AWWA Standards.

Each Provision of these Special Provisions 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.

Sections and subsections in the Special Provisions labeled under the headers with **(******)** indicate City of Everett Provisions.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

Delete the three paragraphs under the heading Completion Dates, and substitute the following:

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

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

Completion Date: Date on which Project is ready for Final Acceptance. All physical work, including Punch List, is complete and Contractor has completed and fulfilled all contractual obligations except any maintenance of landscaping. Contractual obligations that must be fulfilled prior to achievement of the Completion Date include, and are not limited to; the Contractor's furnishing all documentation, including correct, complete and accurate as-built or record drawings and operation and maintenance manuals and transfer of warranties.

(This definition replaces the definition in WSDOT 1-01.3 for Completion Dates.)

Revise the following definitions to read as follows:

Award: The decision by Everett City Council to award a contract and authorize the Mayor to sign the Contract. No contract is formed until the Mayor signs the contract**.** (This definition replaces the definition in WSDOT 1-01.3 for Bid Documents.)

Bid Documents: The component parts of the proposed Contract which may include, but are not limited to, the Proposal Form, the proposed Contract Provisions, the proposed Contract Plans, and Addenda. (This definition replaces the definition in WSDOT 1-01.3 for Bid Documents.)

Contract: Written agreement signed between the City and Contractor and includes Division C – CONTRACT, Division P – PROPOSAL, Division B – BID ITEM DESCRIPTIONS, Special Provisions, Contract Plans, Standard Specifications and amendments, Standard Plans in effect as of the date Bids are opened, Addenda, supplemental agreements, change orders, certifications and affidavits required by this Contract and by law, and Federal requirements that apply to this Contract and Project. (This definition replaces the definition in WSDOT 1-01.3 for Contract.)

Contract Bond(s): The separate performance bond and payment bond, as set forth in and required by the Contract Documents. (This definition supplements the definition in WSDOT 1-01.3 for Contract Bond.)

Engineer: The City's representative who administers the construction program for the City. Provisions in the Contract Documents that state the Engineer "shall" or "will" shall be deemed to mean that the Engineer shall or will take such action if requested in writing by the Contractor. (This definition replaces the definition in WSDOT 1-01.3 for Engineer.)

Specifications: Includes 2025 WSDOT/APWA Standard Specifications and latest Amendments, and all other specifications (including these Special Provisions) for the prescribed Work in this Contract. (This definition replaces the definition in WSDOT 1-01.3 for Specifications.)

Working Drawings: Drawings, shop drawings, plans, diagrams, or calculations, including a schedule of submittal dates for Working Drawings where specified, which the Contractor must submit to the Engineer. (This definition replaces the definition in WSDOT 1-01.3 for Working Drawings.)

Supplement Section 1-01.3 by adding the following:

All references in the Standard Specifications to the terms “State,” “Department of Transportation,” “Washington State Transportation Commission,” “Commission,” “Secretary of Transportation,” “Secretary,” “Headquarters,” and “State Treasurer” shall be revised to read “City.”

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

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

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

Additive: A supplemental unit of work or group of bid items, identified separately in the Proposal, that may, at the discretion of the City, be awarded in addition to the base Bid.

Alternative or Alternate: One of two or more units of Work or groups of bid items, identified separately in the Proposal, from which the City may make a choice between different methods or material of construction for performing the same Work.

Award Date: The date of the formal action by the Everett City Council to accept the lowest responsible and responsive Bidder for the Work.

Bid Opening Date: The date the Everett City Clerk publicly opens and reads the Bids.

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

Change Order: Reference to Change Order shall include all rights of the City and Contractor under 1-04.4 CHANGES. Agreed Change Orders shall be in the form attached as Appendix C. Unilateral Change Orders shall be in the form attached as Appendix C.

City: The City of Everett, Washington. “City” and “Owner” and “Contracting Agency” mean the same.

City's Representative: The person designated in writing by the City to act as its representative at the construction site and to perform construction inspection service and administrative functions relating to this Contract. The terms “Engineer,” “Architect,” or “Owner’s Representative” shall be interchangeable with City's Representative.

Contract Claim: Any request by the Contractor for additional time or money resulting in adjustment of Contract Sum or Contract Time irrespective of the cause or reason for the request. Contract Claims include, but are not limited to, requests by the Contractor for additional time or money due to Extra Work, inefficiencies, Delays, interferences, and problems with the design. Contract Claim includes, but is not limited to, claims or requests by Subcontractors for extensions of Contract Time, adjustment of Contract

Sum, additional compensation that the Contractor attempts to pass through or assert against the City, or claims against the City arising out of a third party's claim against the Contractor. Certified Claim means the same as Contract Claim.

Contract Documents: All of the items that together make up the complete Contract. See definition for "Contract."

Contract Execution Date: The date the Mayor of the City of Everett signs the Contract or the date that the Contractor signs the Contract, whichever date is later. This officially binds the Contractor to the Contract.

Contract Sum: The price in dollars stated in the Contract to be paid by the City to the Contractor for the Work described in the Contract Documents, as modified by Change Orders.

Contract Time: The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Delay: Any increase in the duration of the critical path of the Project.

Dispute: Any controversy or disagreement.

Equipment: Mechanical, electrical, instrumentation, or other devices with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.

Extended Overhead: The increase in Overhead costs attributable to an extension of Contract Time.

Extra Work: Providing materials and Equipment and the performance of Work not directly called for in, or implied by, the Contract Documents, such that Contractor would be entitled to an adjustment of Contract Sum and possibly an extension of Contract Time.

Final Acceptance: Formal action by Everett City Council determining that all of the Contractor's Work has been completed, except for any landscaping maintenance.

Float: The amount of time between the early start date and the late start date, or the early finish date and the late finish date of an activity in the Project schedule.

Force Account: Costs of performing Work as defined in 1-09.6 FORCE ACCOUNT.

Furnish: To deliver items, Equipment, or material to the job site or other specified location.

Install: Placing, erecting, or constructing complete in place items, Equipment, or material.

May: Conduct that is permitted, but not required.

Notice: A signed, written communication by the Contractor to the City as described in 1-04.5 NOTICE BY CONTRACTOR of these Special Provisions.

Notice of Award: The written notice from the City of Everett to the successful Bidder signifying the City's acceptance of the Bid. No Contract is formed until the Contract Execution Date.

Notice to Proceed: The written Notice from the City or City's Representative to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract Time begins. Multiple and partial Notices to Proceed may be issued on a single Project.

Over absorbed Overhead: Over recovery of fixed indirect costs that occurs when a Contractor performs more overall Work than it otherwise would have performed.

Overhead

In general, Overhead for the purpose of calculating additional compensation under this section of the Contract shall include only those costs that are expended for the administration of the business as a whole. Such costs usually accrue or are incurred due to the passage of time, or cannot be traced to a particular project or contract, or both.

Examples of possible Overhead costs include, but are not limited to, General and Administrative salaries and benefits, rent, general company insurance, exclusive of insurance on owned equipment that is directly job costed, depreciation on office facilities, utilities, maintenance, office supplies, general company accounting and legal fees, exclusive of amounts expended directly on any specific project, personal property taxes, general company business licenses, dues and subscriptions.

The following costs and expenses are excluded from the definition and calculation of Overhead. Overhead costs that vary substantially with the volume of Work performed, as measured by billings, shall not be included in Overhead for the purpose of determining additional compensation for Extended or Unabsorbed Home Office Overhead, or both.

Examples of costs that are not included in Overhead include: travel and business meetings, telephones, professional fees expended for the benefit of a specific project, union welfare benefits, payroll taxes and equipment rental.

If related party transactions are included in a Contractor's Overhead, they must be explicitly identified as related party transactions and must not exceed amounts that would be incurred in an arms-length transaction for the provision of the same or similar goods and services. If such transactions exist and the amounts paid by the Contractor and included in Overhead are in excess of that which would normally be expended in an arms-length transaction, an adjustment, in the form of a reduction in the amount for calculation purposes, must be included in any calculation in determining the amount of Allocable Overhead.

Overhead shall not include any cost directly attributable to a particular project. If a cost can be traced to a particular contract, the Contractor may not classify the cost as Overhead.

Indirect or home office costs that vary substantially with the amount of Work performed shall not be included in the group of costs comprising Overhead.

Overhead shall not include any costs specifically disallowed by Federal Acquisition Regulations, Subpart 31.2 – Contracts with Commercial Organizations, or its successor. Further, "Overhead" shall not include the costs of any "field support services" that are more closely direct costs in nature, regardless of the manner in which the Contractor normally accounts for such costs. An example of such disallowed cost would be for material handling and expediting, which are costs incurred for the direct support and benefit of any specific project(s).

In addition to compliance with Federal Acquisition Regulations, Subpart 31.2 examples of specific costs not allowed in a calculation under this Section of the Contract are Incentive Compensation paid to personnel classified as Overhead and otherwise includable under this Section of the Contract, travel and business meetings, employer paid benefits and taxes on direct payroll costs of any project, insurance costs directly identifiable to any specific project, penalties, and any costs incurred regarding company owned equipment normally classified as a direct project costs,.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project: The undertaking to be performed under the provisions of the Contract.

Provide: Furnish and Install, complete in place.

Punch List: List of incomplete items of Work and of items of Work that do not conform to the requirements of the Contract Documents. The Punch List is prepared after Substantial Completion.

RCW: Means the Revised Code of Washington

Schedule of Values: Allocation of Contract Sum to items of Work as described in 1-09.9 PAYMENTS of these Special Provisions.

Shall: Required conduct.

Shown: Refers to information presented on the Plans, with or without reference to the Plans.

Specify: Refers to information described, shown, noted, or presented in any manner in the Contract.

Submittals: The information required by the Contract Documents provided by Contractor to the City's Representative or City.

Total Float: The amount of time a given activity or path of activities may be delayed before it will affect the Completion Date.

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

Unabsorbed Overhead: The reduction or loss of contribution to recovery of the Contractor's Overhead costs realized by the result of reduced Project or Contractor billings, or both, due to any reason whatsoever, including a Project extension.

Unit Price Work: Refers to items of Work identified by unit prices in the Proposal.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalifications of Bidders

Delete 1-02.1 and substitute the following:

1-02.1 Bidder Responsibility Criteria (******)

1-02.1(1) Mandatory Bidder Responsibility Criteria (******)

Bidder shall meet mandatory responsibility criteria in accordance with RCW 39.04.350(1). The City may require Bidder to submit documentation demonstrating compliance with the criteria under this 1-02.1(1). Bidder must:

1. Registration. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW, a plumbing contractor license in compliance with chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, or an electrical contractor license in compliance with chapter 19.28 RCW, as required under the provisions of those chapters; and
2. UBI. Have a current Washington Unified Business Identifier (UBI) number; and
3. State Requirements. 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; and

c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.

4. Disqualification. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

5. Prevailing Wage Training. Unless Bidder has completed three or more public works projects and had a valid business license for three or more years, Bidder must have received Department of Labor and Industries training on the requirements related to public works and prevailing wage under RCW 39.12 and RCW 39.04.

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

6. Apprentices. If the Project is subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.

1-02.1(2) Supplemental Bidder Responsibility Criteria [Addendum 1]
(******)

A. Wage Compliance. The following Supplemental Bidder Responsibility Criterion applies to this Project:

Extended Certification of Wage Compliance. Within the **five-year** period immediately preceding the date of the bid solicitation, the Bidder must not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

B. Apprentice Utilization: The following Supplemental Bidder Responsibility Criterion applies to this Project **if** this Project has apprentice utilization requirements:

Certification of Apprentice Compliance. For each public project completed by Bidder during the **two-year** period immediately preceding the date of the bid solicitation, Bidder must not have been subject to a final determination by the awarding agency that Bidder failed, without good faith efforts approved by the awarding agency, to meet applicable project apprentice utilization requirements. If the Project has apprentice

utilization requirements, the Bidder by submitting a Bid certifies that it has not been subject to such a final determination.

C. Procedures for Wage Compliance and Apprentice Utilization Criteria: The Bidder must sign and submit certifications as provided by the City in the bidding documents (which are usually included in the Bid Form) before Project award. The City may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with these criteria. A Bidder may request that City modify the supplemental bidder responsibility criteria listed above. This request must be in writing to the City project manager and must be received by the City project manager at least ten business days before the bid opening. If City Project staff determines to recommend that the City should find that the Bidder does not meet the bidder responsibility above and is therefore not a responsible bidder, the City Project staff will notify the Bidder in writing with the reasons for its recommendation. If the Bidder disagrees with this recommendation, the Bidder may appeal to the director of the City department responsible for this Contract (the "Director") by presenting additional information to the Director in writing within two (2) business days after receipt of the recommendation. The Director will consider the appeal and any additional information and will issue a decision regarding the appeal, which will take the form of a recommendation to the Everett City Council. Any protest by Bidder of the Director decision must be in strict conformity to Everett Municipal Code Chapter 3.46, Bid Protest Procedures.

1-02.2 Plans and Specifications

Delete all paragraphs in 1-02.2 and substitute the following:

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

After Award of the Contract, the Contractor will receive up to six sets of the reduced Plans (11" x 17") and accompanying Special Provisions. In addition, the City will supply up to three sets of full size plans (22" x 34"). All Plans and Special Provisions will be conformed with addenda unless Contractor requests otherwise.

Additional Plans and Special Provisions may be purchased by payment of the current printing costs.

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

1-02.4(1) General

Delete the fifth paragraph of 1-02.4(1), beginning with "Bid prices shall reflect," and substitute the following:

Bid prices shall include everything necessary for the completion of the Work including, but not limited to, providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor, and all necessary testing services.

Revise the first sentence in the paragraph that begins with "Prospective Bidders desiring an explanation" to read as follows:

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

Supplement 1-02.4(1) by adding the following:

Bidder acknowledges that Bidder has not relied on representation or warranty of the City not expressly included in the Contract Documents.

The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by Bidder to the extent such independent investigation of the Drawings and Specifications or Site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that they have not relied upon City or Engineer furnished information regarding site conditions in preparing and submitting a Bid.

Further supplement 1-02.4(1) by adding the following:

1-02.4(1)A Interpretation of Contract Documents (******)

Should a Bidder find what is believed to be discrepancies in or omissions from the Plans, Specifications, or Special Provisions, or should the Bidder be in doubt as to their meaning, Bidder may submit to the Engineer a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the documents, if made, will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each Bidder receiving a set of such documents. **All requests for interpretations must be received by the City or Engineer no later than 7 calendar days prior to the Bid Opening Date.** All questions regarding the Contract Documents shall be referred to the City or Engineer at the address provided in the Contract Documents.

1-02.4(1)B Prevailing Wages (******)

Bidder is directed to 1-07.9(1) of these Special Provisions for requirements regarding applying payment of prevailing wage rates for employment of labor on within Snohomish County.

1-02.4(2) Subsurface Information

Delete the first paragraph and substitute the following:

If the City has made subsurface investigation of the site of the proposed Work, the boring log data and soil sample test data accumulated by the City will be made available for inspection by the Bidders. The boring logs and soil sample test data shall NOT be considered as part of the Contract or the Contract Documents, regardless of whether such data is supplied as an Appendix to the Special Provisions or not. In addition, the City makes no representation or warranty expressed or implied that:

1. The Bidders' interpretations from the boring logs are correct,
2. Moisture conditions and indicated water tables will not vary from those found at the time the borings were made, and
3. The ground at the location of the borings has not been physically disturbed or altered after the boring was made.

The City specifically makes no representations, guarantees, or warranties as to the condition, materials, or proportions of the materials between the specific borings regardless of any subsurface information the Contracting Agency may make available to the prospective Bidders.

1-02.5 Proposal Form

Delete this section and substitute the following:

The Proposal Form identifies the project and its location and describes the Work. It also lists estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. Bidder shall complete spaces on the proposal form that call for, and are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; bidder's name, address, bidder's email address, telephone number, and signature; bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

Bidder shall submit Bidder's Proposal on the Proposal Form provided in the Contract Documents.

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

1-02.6 Preparation of Proposal

Delete "unless it approves in writing" from the second sentence of the first paragraph of 1-02.6.

Revise the fourth paragraph of 1-02.6, beginning with "The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise (DBE) Utilization Certification," to read as follows:

Contractor agrees that the Contractor shall actively solicit the employment of minority group members. Contractor further agrees that the Contractor shall actively solicit Bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the Bid by submitting the RCW 35.22.650 Certification.

Revise the following words from the fifth paragraph of 1-02.6, which state with "The Bidder shall submit with the Bid a list of:" to read as follows: If the "SUBCONTRACTORS FORM" is included in the bid package, then the Bidder shall submit with their bid such SUBCONTRACTORS FORM, which includes a list of:"

Delete the sixth paragraph of 1-02.6, which begins with "The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form (WSDOT Form 272-009)."

Supplement 1-02.6 by adding the following:

In the event that the product of a unit price and an estimated quantity do not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid. Do not qualify Proposal, since this will automatically be cause for rejection of the Proposal.

Bidders are warned against making erasures or alterations of any kind to the Proposal Form, and proposals that contain omissions, erasures, or irregularities of any kind may

be rejected. No oral, electronic, fax, telegraphic, or telephonic proposals or modifications will be considered.

1-02.7 Bid Deposit

Supplement 1-02.7 by adding the following:

Bid deposit shall serve as evidence of good faith and as a guarantee that if awarded the Contract the Bidder will execute the Contract and provide bonds as required by the Bid. Should the successful Bidder fail to enter into the Contract, furnish a satisfactory performance and payment bond, and furnish evidence of insurance within 14 calendar days after the Award Date, the certified check, cashier's check or bid bond shall, unless otherwise provided in the Contract Documents, be forfeited as liquidated damages.

Bid bonds shall contain the following:

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

Bidder shall use the bond form included in the Bid Documents.

1-02.8 Noncollusion Declaration and Lobbying Certification

1-02.8(1) Noncollusion Declaration

Delete the last paragraph of 1-02.8(1) and supplement by adding the following:

The City has determined every Bidder must submit a Non-Collusion Affidavit for every Project. Accordingly, the Bidder shall submit a signed and notarized "Non-Collusion Affidavit," contained in the Contract Documents, as part of the Proposal package. If the City has reason to believe that collusion exists among Bidders, the City will reject the Bids of the known participants in such collusion and may, at its option, require that all Bidders certify under penalty of perjury, that no collusion has occurred or exists.

1-02.9 Delivery of Proposal

Delete all of 1-02.9 and substitute the following:

Bidder shall submit Bidder's Proposal in a sealed opaque envelope that clearly and legibly notes the Project Name, the time and date of the bid opening, and the Bidder's name and address on the outside of the envelope.

The City will not open or consider any Proposal or any supplement to a Proposal that is received after the time specified for receipt of Proposals, or received in a location other than that specified for receipt of Proposals.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

Delete 1-02.10 and substitute with the following:

After submitting a physical Proposal to the City, the Bidder may withdraw, revise, or supplement its Proposal if:

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

The original physical Bid Proposal may be supplemented, or revised and resubmitted as the official Proposal if the City receives it before the time set for receipt of Proposals. If the Bidder does not submit a revised or supplemented package in time, then its bid shall be considered withdrawn.

Email, fax or telephone requests to withdraw, revise, or supplement a Proposal are not acceptable.

Resubmitted Proposals shall be in full compliance with the bidding requirements. Bid deposit shall be in an amount sufficient for the Proposal as resubmitted.

After the scheduled time for opening Proposals, no Bidder will be permitted to withdraw Bidder's Proposal unless the award of contract is delayed for a period exceeding 45 calendar days. Proposals received after the scheduled closing for opening Proposals will be returned unopened to the Bidder.

1-02.12 Public Opening of Proposals

Supplement 1-02.12 by adding the following:

1-02.12(1) Postponement of Opening (******)

The City reserves the right to postpone the date and time for receiving or opening of Bids, or both, at any time prior to the date and time established in the Notice to Bidders. Postponement notices shall be provided to Bidders in the form of addenda.

Supplement 1-02.12 by adding the following:

1-02.12(2) Video Conferencing (******)

The City reserves the right to open and publicly read Bids by use of video-conferencing, such as by Microsoft Teams, Zoom or other application.

1-02.13 Irregular Proposals

Revise item 1 and 2 of 1-02.13 to read as follows:

1. A Proposal will be considered irregular and will be rejected if:
    a.. The authorized proposal form furnished by the City is not used or is altered;
    b. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
    c. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
    d. A price per unit cannot be determined from the Bid Proposal;
    e. The Proposal form is not properly executed;
    f. The Bidder fails to submit or properly complete, on the form provided by the City, the Subcontractor list, if applicable, as required in 1-02.6;

g. The Bidder fails to submit or properly complete, on the form provided by the City, the RCW 35.22.650 Certification, as required in 1-02.6;

h. The Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation;

i. More than one proposal is submitted for the same project from a Bidder under the same or different names; or

j. The Bidder fails to submit or properly complete, on the form provided by the City, the Non-Collusion Affidavit, as required in 1-02.8(1).

2. A Proposal may be considered irregular and may be rejected if:

a. The Proposal does not include a unit price for every Bid item;

b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the City, as determined by the City;

c. Receipt of Addenda is not acknowledged;

d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Proposals may be rejected); or

e. Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

Revise 1-02.14 to read as follows:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended, and noted in 1-02.1(1).

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

If the City determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) 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 with this determination, it may appeal the determination within two business days of the City's determination by presenting its appeal and any additional information to the City. The City will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the City will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the City's final determination.

If the Contract Documents contain supplemental responsibility criteria, then a Bidder will be deemed not responsible if the Bidder does not meet those criteria:

1-02.15 Pre-Award Information

Revise 1-02.15 to read as follows:

Before awarding any contract, the City may require one or more of these items or actions of the apparent lowest responsible Bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,

2. Samples of these materials for quality and fitness tests,

3. A progress schedule, in a form the City requires, showing the order of and time required for the various phases of the Work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the City of Everett.
7. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the Bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

Revise the first paragraph to read:

After opening and reading Proposals, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the Bidder's unit or lump sum price is less than the minimum specified amount, the City will unilaterally revise the unit or lump sum price to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the City, will be used by the City for Award purposes and to fix the awarded Contract Sum and the amount of the Contract Bond(s).

Revise the third and fourth paragraphs of 1-03.1 to read as follows:

Within 5 days after the opening of Proposals (or such longer time as the City may grant in writing), a Bidder who wishes to claim error shall submit a notarized affidavit signed by the Bidder, accompanied by original work sheets used in the preparation of the Proposal, requesting relief from the responsibilities of Award.

The affidavit shall describe the specific error(s) and certify that the work sheets are the originals used in the preparation of the Proposal. The Engineer will review the certified work sheets to determine the validity of the claimed error and make recommendation to the City. If the City concurs in the claim of error, the Bidder will be relieved of responsibility, and the bid deposit of the Bidder will be returned. Thereafter, at the discretion of the City, all Bids may be rejected or Award made to next lowest and responsive Bidder.

Supplement 1-03.1 by adding the following:

1-03.1(2) Preference for Resident Contractors (******)

In accordance with RCW 39.04.380, if a Bid is received from a nonresident contractor from a state that provides a percentage bidding preference and does not have an office located in Washington, then a comparable percentage disadvantage will be applied to the Bid of that nonresident contractor.

1-03.2 Award of Contract

Revise 1-03.2 to read as follows:

Within 45 days after the opening of Bids, the City will act either to accept the Bid from the lowest responsive, responsible Bidder, or to reject all Bids. The City reserves the

right to request extensions of such Bid acceptance period. If the lowest responsible Bidder and the City cannot agree on an extension by the 45 day deadline, the City reserves the right to award the Contract to the next lowest responsible Bidder or reject all Bids.

The acceptance of a Bid will be evidenced by a written Notice of Award of Contract delivered to the Bidder whose Bid is accepted, together with a request to furnish a bonds and evidence of insurance and to execute the Contract set forth in the Contract Documents. No Contract is formed until the Contract Execution Date.

1-03.3 Execution of Contract

Revise 1-03.3 to read as follows:

Successful Bidder has 14 calendar days after receiving the Notice of Award to complete the following:

- Provide to the City the information necessary to execute the Contract electronically. This information shall include contact information, including the full name, title, email address, and phone number for the authorized signer of the Bidder.
- Submit to the City two original paper payment bonds and two original paper performance bonds submitted on forms contained in Contract Documents and fully executed, with proper power of attorney document(s).
- Submit to the City in pdf format certificate of Insurance and additional insured endorsements in accordance with the Contract Documents.

After receipt of the information, bonds and insurance documents described above, the Contract will be entered into the City's AdobeSign system for execution. Contractor must execute the Contract within three business days after receipt from the City's AdobeSign System.

Until the City executes the Contract, no Bid shall bind the City nor shall any Work begin within the project limits or within City-furnished sites. The Bidder shall bear all risks for any Work begun outside such areas and for any materials ordered before the Contract is executed by the City.

If the Bidder experiences circumstances beyond its control that prevents delivery of the bonds and insurance documents within 14-calendar days after receipt of the Notice of Award or execution of the Contract within three business days after receipt from AdobeSign, the City may grant more time, provided the City deems the circumstances warrant it.

A Contract shall not be formed until the Contract is signed by the Mayor.

1-03.4 Contract Bond

Revise 1-03.4 to read as follows:

The Contractor shall provide a separate payment bond and performance bond, each in the amount of 100 percent of the Contract Sum and each in the form contained in the Contract Documents. These bonds shall serve as security for the faithful performance of the Work and as security for the faithful payment and satisfaction of the persons furnishing materials and performing labor on the Work. The bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of Washington. Such bonds shall remain in force throughout the period required to complete the Work, and thereafter for a period of 365 calendar days after Final Acceptance. The bonds must be executed by a duly licensed surety company, which is listed in the latest Circular 570 of the United States Treasury Department, as being

acceptable as surety on federal bonds. No surety's liability on the bond shall exceed the underwriting limitations for the respective surety specified in Circular 570. The bonds must be signed by an officer of the Contractor empowered to sign binding instruments. The bonds must be accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The scope of the bonds or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of the Contractor to the City as set forth in the Contract Documents.

1-03.5 Failure to Execute Contract

Supplement 1-03.5 by adding the following:

In addition to the items listed in the first paragraph of 1-03.5, failure to have or obtain a City of Everett business license prior to executing the Contract, unless immediately cured by Bidder after notice from the City, shall result in forfeiture of the proposal bond or deposit of this Bidder.

1-03.6 Return of Bid Deposit

Supplement 1-03.6 by adding the following:

Within 15 calendar days after the Bids are opened, the City will return the bid deposit accompanying the Bids that are not to be considered in making the Award.

1-03.7 Judicial Review

Revise 1-03.7 to read as follows:

All protests by Bidders must be in accordance with Chapter 3.46 of the Everett Municipal Code, “Bid Protest Procedures.”

The exclusive venue of all lawsuits shall be in Snohomish County Superior Court.

1-04 SCOPE OF THE WORK

1-04.1 Intent of the Contract

Supplement 1-04.1 by adding the following:

1-04.1(3) Specifications and Plans (******)

1-04.1(3)A Interpretation of Specifications and Plans

The Specifications and Plans are intended to be explanatory and supportive of each other. Work specified on the Plans and not in the Specifications, or vice versa, shall be executed as if specified in both. In the event the Work to be done or matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall immediately ask the City’s Representative for further explanation and shall comply with such explanation. In the event of doubt or question arising respecting the true meaning of the Specifications or Plans, Contractor shall refer to the City’s Representative for its decision.

1-04.1(3)B Division of Specifications and Plans

Specifications and Plans are divided into groups for convenience. These divisions are not for the purpose of apportioning Work or responsibility for Work among Subcontractors, Suppliers, and manufacturers. The Contractor is responsible for all Work shown or described, regardless of location(s) in the Contract Documents.

1-04.1(3)C Discrepancies in Specifications and Plans

1-04.1(3)C(1) Errors and Omissions

If the Contractor becomes aware of any errors or omissions in the Contract Documents or in the City's field work, it shall immediately inform the City's Representative in writing. The City's Representative will promptly review the matter and if it finds an error or omission has been made; it will determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of Work called for in the Contract, the City will issue an appropriate Change Order. After discovery by the Contractor of an error or omission, related Work performed by the Contractor shall be done at its risk unless authorized by the City's Representative and approved by the City.

1-04.1(3)C(2) Conflicting Provisions

In the event an item of Work is described differently in two or more locations on the Plans, in the Specifications and Special Provisions, the Contractor shall, upon request of the City's Representative, submit in writing to the City's Representative the description upon which the Contractor relied in preparing its Bid or laying out the Work.

1-04.1(3)D Utilities

1-04.1(3)D(1) General

The City has endeavored to determine the existence of public and private utilities at the site of the Work from the records of the owners of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown on the Plans. The service connections to the gas, electric, cable TV and communication utilities are not shown on the Plans. Refer to 1-07.17 UTILITIES AND SIMILAR FACILITIES regarding Contractor's responsibility for locating and verifying underground public and private utilities.

1-04.1(3)D(2) Unknown/Incorrectly Marked Utilities

When a utility interferes with the Work and is either (1) not identified on the Plans or (2) located in a position significantly different from that specified on the Plans or in accordance with a particular utility's standard depth and location, Contractor shall follow the procedures of 1-04.7 DIFFERING SITE CONDITIONS (CHANGED CONDITIONS). Interference with the Work is defined as a utility that crosses or projects into the plane of the Work at an elevation between the top and bottom of the Work.

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

Revise the first and second paragraphs of 1-04.2 to read as follows:

The complete Contract includes Division C – CONTRACT, Division P – PROPOSAL, Division B – BID ITEM DESCRIPTIONS, Special Provisions, Contract Plans, Standard Specifications, Standard Plans in effect as of the date Bids are opened, Addenda, supplemental agreements, change orders, certifications and affidavits required by this Contract and by law, and Federal requirements that apply to this Contract and Project. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any Work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence:

1. Change Orders,

2. Addenda,
3. Division C – CONTRACT,
4. Division P – PROPOSAL,
5. Division B – BID ITEM DESCRIPTIONS
6. Special Provisions,
7. Contract Plans,
8. City's Standard Drawings (if any)
9. WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction,
10. WSDOT/APWA Standard Plans for Road, Bridge and Municipal Construction.

Revise the seventh paragraph of 1.04.2 to read as follows:

In case of any ambiguity or dispute over interpreting the Contract, the Engineer's decision will be final as provided in 1-05.1 AUTHORITY OF THE ENGINEER.

1-04.3 Reference Information

Revise 1-04.3 to read as follows:

Reference Information provided to the Contractor is not part of the Contract. The City of Everett does not guarantee the accuracy of the Reference Information and is not responsible for the content of the Reference Information in any manner. Any use of Reference Information by the Contractor is done solely at the Contractor's risk.

1-04.4 Changes

Delete 1-04.4 and substitute the following:

1-04.4 Changes

1-04.4(1) City's Right to Direct Changes to the Work (******)

The City reserves the right to change the Work at any time. Such changes shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the Work as changed. Among others, these changes and alterations may include:

1. Deleting or omitting any part of the Work, Equipment, or material to be provided under this Contract,
2. Increasing or decreasing quantities,
3. Altering Specifications, designs, or both,
4. Altering the way the Work is to be done,
5. Adding new Work or Extra Work,
6. Altering facilities, Equipment, materials, services, or sites, provided by the City, and
7. Ordering the Contractor to accelerate or Delay the Work.

If the Contractor and City do not agree upon scope of Work changed or adjustment to the Contract Sum and Contract Time, the City may, at its sole option, unilaterally direct the Contractor to implement City directed change by notice. The City shall not pay or be responsible or liable for changes implemented by the Contractor without explicit notice from the City to proceed.

1-04.4(2) Extra Work
(******)

At its sole option, the City may (1) perform Extra Work itself, (2) employ others to do it, (3) direct the Contractor to perform the Extra Work at existing unit Bid price, (4) direct the Contractor to perform the Extra Work at a mutually agreed upon price, or (5) direct the Contractor to perform the Extra Work on a Force Account basis.

1-04.4(3) Change Orders
(******)

Changes to the Work may result in an increase or decrease in Contract Sum, as provided in 1-09.4 Equitable Adjustment. Requests for an increase in Contract Time shall be made as provided in 1-08.3 PROGRESS SCHEDULE as applicable. Substantial changes in Contract Time, Contract Sum or Work will often be negotiated and agreed between the Contractor and City before the City directs the Contractor to proceed with the change.

If the Contractor and City agree on the scope of Work and any changes to Contract Sum and Contract Time, the Contractor and City shall execute an agreed Change Order. However, if the Contractor and City do not agree, the City may, in its sole discretion, issue a unilateral Change Order in the form attached to the Contract Documents changing the scope of Work and making any adjustments to the Contract Sum pursuant to 1-09.4 EQUITABLE ADJUSTMENT and Contract Time pursuant to 1-08.8 EXTENSIONS OF TIME in such amount and for such time as the City believes appropriate. Contractor agrees to use the agreed Change Order form attached to the Contract Documents. The Contractor accepts all requirements, terms and conditions of a Change Order by: signing it; writing a separate acceptance; or by failing to notify the City immediately in writing that Contractor disagrees with the Change Order and does not intend to be bound by its terms.

The Contractor waives and is estopped from denying its agreement with any unilateral Change Order for which the Contractor does not immediately give Notice to the City as provided in 1-04.5 NOTICE BY CONTRACTOR in these Special Provisions and submitting a Contract Claim as provided in 1-09.11(2) CONTRACT CLAIMS in these Special Provisions. A unilateral Change Order that is not timely protested as provided in this section shall be full payment and final settlement of all asserted and unasserted Contract Claims for Contract Time and all costs of any kind, including costs of Delays, inefficiencies and impacts, related to, arising out of, or resulting from, any Work described in the Change Order.

The Contractor shall obtain written consent of the Surety or Sureties if the City's Representative requests such consent.

1-04.4(4) Value Engineering and Cost Sharing
(******)

The Contractor may submit proposals for changing the Plans, Specifications, or other requirements of the Contract Documents and the City, in its sole discretion, may accept or reject such proposals. If accepted by the City and if the proposal decreases the direct, actual costs of constructing the Work, the Contract Sum shall be reduced by fifty percent (50%) of the direct, actual construction cost saved. Because the City has the sole discretion whether to consider, accept or reject the Contractor's proposal and the Contractor has no right to require the City to consider or accept such proposals, the City's decision is not reviewable by any court. This subsection applies only to change proposals initiated solely by the Contractor, or its Subcontractors and suppliers, and does not apply to change proposals requested or initiated by the City or the City's Representative. The City is not obligated or required to consider any Contractor initiated change proposals and may, in its sole discretion, refuse to do so. Under no circumstances shall the Contractor be entitled to additional compensation arising out of,

or related to, the City's refusal to consider or approve a Contractor initiated change proposal. The Contractor shall do none of the following without the express written agreement of the City: fail to perform any Work; commence Work on proposed change; reduce its resources assigned to performance of the Work in order to prepare a change proposal or in anticipation of approval of a change proposal; adjust or change the project schedule or take action or fail to take action that would affect the Completion Date of the Work; take action or fail to take action arising out of the Contractor's change proposal that would result in the Contractor seeking an adjustment upward of the Contract Sum.

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

Delete all of 1-04.5 and substitute the following:

1-04.5 Notice by Contractor
(******)

1-04.5(1) When Notice Must Be Given

Whenever:

1. The Contractor disagrees with any requirement, direction, interpretation or determination by the City or City's Representative;
2. The Contractor disagrees with anything required in a change order, or the Engineer's Written Determination or decision for which the Contractor believes it is entitled to an increase in the Contractor price or time;
3. The Contractor knows, or should with the reasonable exercise of ordinary care know, of a differing site condition as provided in 1-04.7 DIFFERING SITE CONDITIONS (CHANGED CONDITIONS);
4. The Contractor knows, or should with the reasonable exercise of ordinary care know, of a Delay or an event that may cause a Delay;
5. The Contractor believes, or with the reasonable exercise of ordinary care should believe, it is entitled to an adjustment of Contract Sum or Time, even if the total or exact amount or impact cannot yet be determined;
6. The Contractor believes it is required or directed to perform work that is outside the scope of the Contract Documents; or
7. An event occurs, or fails to occur, that the Contractor believes, or should reasonably foresee, may result in a Contract Claim; or
8. The actual quantities of Unit Price Work vary sufficiently from the original estimate that Contractor may be entitled to an equitable adjustment of Contract Sum as provided in 1-04.6 VARIATION IN INCREASED OR DECREASED QUANTITIES;

The Contractor shall immediately give Notice to the City or City's Representative as provided in this section and elsewhere in the Contract Documents and Specifications.

Timely and adequate Notice is a condition precedent to a Contract Claim.

Requests for extensions of Contract Time shall be made and evaluated in accordance with 1-08.3 PROGRESS SCHEDULE and 1-08.8 EXTENSIONS OF TIME.

Irrespective of any request for additional compensation or Contract Time or a Contract Claim that Work is extra and not part of the original scope of Work, the Contractor shall proceed expeditiously and promptly with the Work as the City orders.

If the Contractor fails to follow the procedures of this Contract, including failing to give Notice, the Contractor completely waives any Contract Claims. In its sole discretion, the City may waive strict compliance with procedures, but any such waiver of one or more

items or elements does not waive the necessity for Contractor's strict compliance with any other item or element, nor shall such waiver be admissible in any legal proceeding for any reason.

1-04.5(2) Form of Notice

The Notice shall be in writing and include the following minimum information:

1. A complete and accurate description of the event(s) giving rise to the Notice, including dates, times, and locations;
2. A preliminary list of persons involved in such event;
3. A statement whether the Contractor believes the event may result in a Contract Claim for additional Contract Time or adjustment of the Contract Sum;
4. A date by which Contractor shall begin providing Supplemental Information as provided in this section.

1-04.5(3) Supplemental Information

Contractor shall supplement the written Notice as soon as possible with a written statement providing the following:

1. The date of the event, incident, direction, instruction, interpretation or determination;
2. The nature and circumstances giving rise to the Notice;
3. The contract provisions relating to the event, incident, direction, instruction, interpretation or determination;
4. The estimated dollar cost, if any, of the Extra Work, Delay, change or disruption and detailing how the dollar amount estimate was determined; and
5. An analysis of the progress schedule showing the impact to the schedule resulting from the change or disruption, if the Contractor is asserting a schedule change or disruption;

Throughout any work related to a Notice, the Contractor shall keep complete and accurate records of costs, expenses, and time incurred for which Contractor will or may seek an adjustment. Contractor waives and is estopped from seeking an adjustment of Contract Sum or Contract Time where Contractor fails to keep and maintain cost, timekeeping, and scheduling records segregated and contemporaneously allocated to the subject work for which an adjustment is sought. For example, failure to keep contemporaneous labor and equipment time records specifically and only allocated to each item of claimed Extra Work shall constitute a waiver of any Contract Claim for reimbursement or additional Contract Time for each such item of Extra Work. The Contractor shall permit the City access to these and any other records needed for evaluating requests for additional Contract Time or Contract Sum.

1-04.5(4) Contract Claim

A Contractor dissatisfied with the City's response or (non-response) to a Notice provided under Section 1-04.5 completely waives any claims related to such Notice unless the Contractor submits a Contract Claim in accordance with Section 1-09.11.

1-04.7 Differing Site Conditions (Changed Conditions)

Delete all of 1-04.7 and substitute the following:

Upon discovery and before such conditions are disturbed, the Contractor shall promptly provide Notice to the City's Representative of:

Pre-existing subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

Pre-existing unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract.

Upon written request, the City's Representative shall determine whether the actual conditions encountered by the Contractor conditions are materially different and, if so, are the cause of a material increase or decrease in the Contractor's cost of performance of the Work, or extend the duration of the critical path of the schedule. Upon such determination, the City's Representative will make an adjustment of Contract Sum or Contract Time, as appropriate. Extensions of Contract Time will be evaluated in accordance with 1-08.3 PROGRESS SCHEDULE.

The City's Representative's determination that differing site conditions do not exist and/or the appropriate adjustment in Contract Sum or Contract Time (if any) shall be final. If there is a decrease in the cost or time required to perform the Work, failure of the Contractor to notify the City's Representative of the differing site condition shall not affect the City's right to make an adjustment in the Contract Sum or Contract Time. Additionally, no Contract Claim or adjustment of Contract Sum or Contract Time shall be allowed unless the Contractor has followed the procedures provided for in this Contract, including, but not limited to, furnishing timely Notice of the event and its effect on Contract Time and Contract Sum as required herein.

Contractor shall in no event be entitled to a Contract Claim or adjustment of Contract Sum or Contract Time based on an allegation that the pre-existing subsurface or latent physical conditions at the site differ materially from those indicated in this Contract unless Contractor establishes that it reasonably relied on the conditions indicated in this Contract when making its bid, that the actual conditions encountered on the site differed materially from those indicated in this Contract, and that such materially-different conditions were not foreseeable at the time of its bid.

1-05 CONTROL OF WORK

1-05.1 Authority of the Engineer

Delete 1-05.1 and substitute the following:

1-05.1 City

(******)

The City, and the City's Representative, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the Contract. It is expressly stipulated that the Plans, Specifications, and other Contract Documents set forth the requirements as to the nature of the completed Work and do not purport to control the method of performing Work except in those instances where the nature of the completed Work is dependent on the method of performance.

The City has the authority to act, do, perform, and make all decisions and actions authorized by the Contract Documents, including, but not limited to, Change Orders, progress payments, contract decisions, acceptability of the Contractor's Work, and early possession. The City has the authority to accept or reject requests for progress payments that have been submitted by the Contractor and recommended by the City's Representative. The City has the authority to make determinations of the acceptability of the Work. The City also has the authority to accept or reject the City's Representative's recommendations regarding retention of defective Work.

1-05.1(2) *Requests for Information (RFI)*

No Claim shall be allowed because of ambiguities in the Contract if:

1. The Contractor discovers an ambiguity but fails to notify the City, or
2. The Contractor failed to discover a patent ambiguity that would be discovered by a reasonably prudent Contractor.

If the Contractor discovers an ambiguity in the Contract or desires an explanation or interpretation of the Contract, the Contractor shall request the explanation or interpretation in writing by way of a Request for Information (RFI). The RFI shall clearly define the ambiguity and have enough detail for the Engineer to provide an explanation or interpretation. If such detail is not provided, the Engineer will return the RFI as incomplete. Should the RFI require a change to the Contract, the Contractor will indicate in the RFI that it includes a request for change (RFC).

A RFI shall not be used nor constitute a notice required in accordance with Sections 1-04.5 and 1-04.7. The Contractor may submit an RFI for the one of following reasons:

1. The Contractor believes there is information missing from the Contract Documents (Missing Information).
2. The Contractor believes a clarification of one or more of the Contract requirements is necessary (Clarification).
3. The Contractor needs to repair or otherwise correct a deficiency in the Work that requires a Change to the Contract to be acceptable (RFC – Construction Deficiency/ Repair procedure). Requests submitted for this reason shall be submitted in accordance with Section 1-05.7(1).
4. The Contractor needs to substitute a material that provides an equal or better level of performance as the one specified in the Contract (RFC – Material Substitution). Requests shall indicate the location(s), quantity, and shall describe how the material provides an equal or better level of performance as the material originally specified.
5. The Contractor may submit a RFI that requests a change to the Contract requirements for a reason other than one listed in items 1-4 of this section (RFC – Other). To be considered, the request must not meet the requirements of a Value Engineering Change Proposal. To be considered, the request shall describe how the change is beneficial to the project

Unless otherwise determined by the City in writing, the Engineer will respond, in writing, to RFIs within 14 calendar days in the order they are received. If the Engineer cannot respond within 14 calendar days due to the nature and complexity of the RFI, the Engineer will respond to the RFI stating how many additional days are needed for a full response. This does not relieve the Contractor of its responsibility to request a time extension in accordance with Section 1-08.8. If the Contractor needs to prioritize a RFI it shall indicate so as part of the RFI. Oral explanations, interpretations, or instructions given by anyone other than the Engineer will not be binding on the Contracting Agency. A response to a RFI shall be considered a Written Determination.

If the Contractor's Request for Information requires a change order, the Engineer's response will indicate whether they are authorizing the Contractor to proceed with the changed work prior to an executed change order. Without this authorization, the Contractor shall not proceed with the changed work until a Change Order has been processed. If the Contractor believes the response requires a change order and the Engineer does not specifically state that a change order is necessary, the Contractor shall submit its Notice in accordance with Section 1-04.5. Proceeding without Notice shall waive the Contractor's rights to Claim.

The Contractor shall bear all risk and all costs of any Work delays caused by rejection or non-approval of any RFI that Requests a Change (RFC). The Contractor agrees the Engineer is under no obligation to accept an RFC. The Engineer's decision to accept or reject all or part of a RFI that requests a change is final and not subject to protest.

Unit Bid prices shall cover all costs of submitting RFIs.

1-05.2 Authority of Assistants and Inspectors

Delete 1-05.2 and substitute the following:

1-05.2 City's Representative (******)

The City's Representative shall be satisfied that all the Work is being done in accordance with the requirements of the Contract. The Contract and Specifications give the City's Representative authority over the Work. Whenever it is so provided in this Contract, the decision of the City's Representative shall be final.

The City's Representative's decisions will be final on all questions including, but not limited to, the following:

1. Quality and acceptability of materials and Work;
2. Measurement of Work, whether lump sum, Force Account, or unit price;
3. Acceptability of rates of progress on the Work;
4. Interpretation of Plans and Specifications;
5. Determination as to the existence of changed or differing site conditions;
6. Fulfillment of the Contract by the Contractor;
7. Payments under the Contract including adjustment;
8. Suspension(s) of Work;
9. Termination of the Contract for default or public convenience; and
10. Approval of working or detail Plans and Submittals.

If the Contractor fails to respond promptly to the requirements of the Contract or orders from the City's Representative:

1. The City's Representative may use the City's resources, other contractors, or other means to accomplish the Work, and
2. The City will not be obligated to pay the Contractor, and will deduct from the Contractor's payments, costs that result when other means are used to carry out the Contract requirements or City's Representative's orders.

At the Contractor's risk, the City's Representative may suspend all or part of the Work if:

1. The Contractor fails to fulfill Contract terms, to carry out the City's Representative's orders, or to correct unsafe conditions of any nature; or
2. It is in the public interest.

The City's Representative and City shall have complete access to the Work and to the site of the Work and to the places where Work is being prepared or where materials, Equipment, and machinery are being obtained for the Work. If requested by the City's Representative or City, the Contractor shall provide the assistance necessary for obtaining such access, and shall provide information related to the inspection of construction. Absence of such access or information, as needed, may result in the City's refusal to accept the Work.

The City's Representative has the authority to recommend Change Orders, but does not have authority to approve Change Orders. Proposed Change Orders are subject to review and approval by the City. No proposed Change Order or any change of Contract Sum or Contract Time is effective or binding upon the City unless and until the Mayor or its designee signs it, as authorized by City Council or by ordinance.

To detail and illustrate the Work, the City's Representative may furnish to the Contractor additional drawings and explanations consistent with the original Plans. The Contractor shall perform the Work according to these additional drawings and explanations.

The City's Representative may appoint assistants and inspectors to assist in determining that the Work and materials meet the Contract requirements. Assistants and inspectors have the authority to reject defective material and suspend Work that is being done improperly, subject to the final decisions of the City's Representative or, when appropriate, the City.

Assistants and inspectors are not authorized to accept Work, to accept materials, to issue instructions, or to give advice that is contrary to the Contract. Work done or material furnished that does not meet the Contract requirements shall be at the Contractor's risk and shall not be a basis for a Contract Claim even if the inspectors or assistants purport to change the Contract.

Assistants and inspectors may advise the Contractor of any faulty work or materials or infringements of the terms of the Contract; however, failure of the City's Representative or the assistants or inspectors to advise the Contractor does not constitute acceptance or approval.

1-05.3 Working Drawings

Revise the second paragraph to read as follows:

1. Type 1 – Submitted for City information. Submittal must be received by the City a minimum of 7 working days before Work represented by the submittal begins.

2. Type 2 – Submitted for City review and comment. Unless otherwise stated in the Contract, the Engineer will require up to 15 working days from the date the Working Drawing is received until it is returned to the Contractor. The Contractor shall not proceed with the Work represented by the Working Drawing until comments from the Engineer have been addressed.

3. Type 2E – Same as a Type 2 Working Drawing with Engineering as described below.

4. Type 3 – Submitted for City review and approval. Unless otherwise stated in the Contract, the Engineer will require up to 20 working days from the date the Working Drawing is received until it is returned to the Contractor. The Contractor shall obtain the Engineer's written approval before proceeding with the Work represented by the Working Drawing.

5. Type 3E – Same as a Type 3 Working Drawing with Engineering as described below.

Supplement 1-05.3 as follows:

The Contract Documents include Plans that show such details as are reasonably necessary to give a comprehensive understanding of the Work. The Contractor shall submit alterations affecting the requirements and information in the Plans in writing to the Engineer for approval prior to performing such Work.

The Engineer may supplement the Plans with additional drawings and explanations, consistent with the purpose and intent of the original Plans, to detail and illustrate the Work. The Contractor shall perform the Work according to these supplemental drawings and explanations.

In addition to supplemental drawings furnished by the Engineer, the Contract Documents may also be supplemented by Type 1, Type 2 or 2E, and Type 3 or 3E Working Drawings prepared by the Contractor, material supplier, or manufacturer, when necessary or as required by the Contract Documents to detail and illustrate portions of the Work. All types of Working Drawings shall be reviewed by the Engineer before work pursuant to those Working Drawings is performed. Type 3 and 3E Working Drawings may include, and not be limited to, shop details, erection plans, masonry lay-out diagrams, reinforcing steel and bending diagrams, post tensioning plans, shoring, cribbing, cofferdam, or falsework plans, formwork plans, or hydraulic items. Type 2 and 2E Working Drawings may include, and not be limited to, Catalog cuts or standard plans for commonly used manufactured items.

The Contractor shall be fully responsible for the accuracy of dimensions and details on Working Drawings, and for complete conformity with the Contract Documents, even if the Working Drawings have been approved by the Engineer, or if the Contractor and the Engineer agree on dimensions and details. The City does not accept Working Drawings as accurate or adequate, and does not take responsibility for, or warrant that Working Drawings will meet Contract requirements.

Engineer's review of Working Drawings shall not relieve Contractor from responsibility for variation from the requirements of the Contract Documents unless Contractor has in writing called the Engineer's attention to each such variation at the time of submission, and the Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the returned Working Drawing; nor will review by Engineer relieve Contractor from responsibility for errors or omissions in the Working Drawings or from responsibility for having complied with the provisions of this section.

The Bid prices shall include all costs for furnishing Working Drawings and Submittals.

The following listed sections of the Standard Specifications and Special Provisions require Working Drawings that may or may not be applicable to this specific project. This list is supplied as an aid to the Contractor and is by no means complete. Submittal requirements may be found in 1-05.3(1) or elsewhere in these Special Provisions.

DIVISION 1 GENERAL REQUIREMENTS

1-07.1(2) Health and Safety – Safety and fall protection work plan

DIVISION 2 EARTHWORK

2-09.3(3)D Shoring, Cribbing, and Cofferdams-Shop Drawings

DIVISION 6 STRUCTURES

6-01 General Requirements

6-01.9 Working Drawings

6-03 Steel Structures

6-03.3(7) Shop Plans

6-03.3(25) Welding and Repair Welding-Shop Drawings

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

7-09 Water Mains

7-09.2 Materials-Catalog Cuts or Standard Plans

7-12 Valves For Water Mains

7-12.2 Materials-Catalog Cuts or Standard Plans

Deviations from Standard Plans will be subject to a Working Drawing submitted by the Contractor and approved by the Engineer. Where a Working Drawing is required by the Specifications, related Work performed prior to completion of the Engineer's review of the pertinent submission will be the sole expense and responsibility of the Contractor.

Supplement 1-05.3 by adding the following:

1-05.3(1) Submittals
(******)

Where required by the Contract Documents, the Contractor shall submit information, such as Working Drawings that will enable the City's Representative to advise the City whether the Contractor's proposed materials, Equipment or methods of work are in general conformance to the design concept and in compliance with the Plans and Specifications. Approval or acceptance of a Submittal does not relieve Contractor from complying with Contract requirements. The City's approval of a Submittal does not constitute a waiver of the Contract requirements. The City will not be obligated to accept or pay for Work performed by the Contractor that may be affected by materials, Equipment, or methods of work not submitted in a timely manner so that final review can be accomplished before the affected Work is complete. The City shall not be responsible for Delays, inefficiencies, or any additional costs or expenses caused in whole or in part by Contractor's failure to submit required information in sufficient time for review, comment, and correction. Contractor's failure to submit required information in sufficient time for review, comment and correction shall be deemed a waiver of any and all Contract Claims for adjustment of Contract Sum or Contract Time arising out of, or related to, such a Submittal. Contractor acknowledges and agrees that it may not rely upon receiving the City's response to a Submittal in less than 14 calendar days, unless the City explicitly changes this section by a signed Change Order.

1-05.3(2) Requests for Information
(******)

Requests for information or clarification from the Contractor to the City shall be treated as a Submittal pursuant to 1-05.3(1) SUBMITTALS.

1-05.4 Conformity With and Deviations From Plans and Stakes

Delete all of 1-05.4 and substitute the following:

The Contractor shall be responsible for setting and maintaining all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, surfacing, paving, channelization, illumination, signing, bridges, and retaining walls, if such construction is included in this Project. Except for the survey control data to be furnished by the City, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. The Contractor shall provide the City with copies of such calculations and staking data when requested by the Engineer. Copies of the City provided survey control data are available for the Bidder's inspection at the office of the Project Engineer.

Any staking requirements for the Project that do not fit field conditions will be reviewed and if necessary adjusted by the Engineer. Any necessary revisions to the staking information will be provided to the Contractor for use in completing the Work.

Stakes, marks, and other reference points, including existing monumentation, set by the City shall be carefully preserved by the Contractor. The Contractor will be charged for the costs of replacing stakes, markers and monumentation that were not to be disturbed but were destroyed or damaged by the Contractor's operations. This charge will be deducted from monies due or to become due to the Contractor.

To facilitate the establishment of these lines and elevations, the City will provide the Contractor with the following survey control:

ROADWAY, SURFACING AND PAVING

Establish elevation benchmarks and center or base line alignment control points for the mainline, one time only. Provide right of way stakes where applicable.

Provide rights-of-way, easements, or right-of-entry.

Provide the Contractor with technical advice if requested.

Computed grades where needed.

Provide horizontal and vertical curve data.

One copy of transit notes showing reference to horizontal and vertical control points.

OTHER STRUCTURES

Centerline or offset coordinates to centerline of the structure.

A sufficient number of benchmarks for levels to enable the Contractor to set grades at reasonably short distances.

Monuments and control points as shown on the Plans.

The Contractor shall give the City three weeks notification to allow adequate time to provide the above data.

The Contractor shall ensure a surveying accuracy within the following tolerances:

1.	Slope stakes	±0.1 foot
2.	Subgrade blue tops	±0.01 foot
3.	Stationing	±0.01 foot
4.	Alignment	±0.01 foot
5.	Surfacing red & yellow tops	±0.01 foot
6.	Superstructure elevations	±0.01 foot (from plan elevations)
7.	Substructure	±0.02 foot (from plan elevations)

The Contractor shall slope stake the roadway before any construction may proceed. Slope stakes shall be set at 50' maximum intervals on tangents and 25’ on curves.

Subgrade bluetops and surfacing red and yellow tops shall be set at 50' intervals in tangent sections, 25' intervals in curve sections, and 10' intervals in intersection radii.

The Contractor's surveyor shall be a licensed surveyor in the State of Washington. The Contractor shall keep updated survey field notes in a standard field book and in a format set by the Engineer. These field notes shall include all survey work performed by the

Contractor's surveyor in establishing line, grade, and slopes for the construction work. Copies of these field notes shall be provided to the Engineer upon request and upon completion of the Contract Work; the field book shall be submitted to the Engineer and become property of the City.

If the survey work provided by the Contractor does not meet the standards of the Engineer, then the Contractor shall, upon the Engineer's written request, remove the individual or individuals doing the survey work and the survey work will be completed by the Engineer at the Contractor's expense. Costs for completing the survey work required by the Engineer will be deducted from monies due or to become due the Contractor.

The City may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking and testing as described elsewhere, and do not relieve the Contractor of the responsibility of producing a finished product that is in accordance with the Contract.

In all disputes concerning accuracy of lines and elevations, the City shall be assumed correct and the Contractor shall correct the discrepancies before construction work may proceed. No additional compensation will be paid for this corrective Work.

Payment: The lump sum contract price for “Surveying” shall be full pay for all costs involved in furnishing all labor, tools, survey instruments, materials, and other equipment necessary for the setting and maintaining of the alignment and grade as specified.

1-05.6 Inspection of Work and Materials

Supplement 1-05.6 by adding the following:

1-05.6(1) Demonstration of Compliance with Contract Requirements (******)

The burden of proving the constructed Work complies with the Contract Documents shall be on the Contractor at all times. The Contractor shall grant the City’s Representative access to the Work and work site and to places where Work is being prepared, or where materials, Equipment, or machinery are being obtained for the Work. The Contractor shall provide information requested by the City’s Representative in connection with inspection work.

If the Contract Documents, laws, ordinances, or public regulatory authority requires parts of the Work to be specially inspected, tested, or approved, the Contractor shall give the City’s Representative be not less than two working days prior written Notice of the availability of the subject Work for examination.

Inspection and quality control tests performed on the Contractor’s work by the City’s Representative shall not relieve the Contractor of its responsibility for errors or lack of quality therein and shall not be regarded as an assumption of risks or liability by the City’s Representative for the Contractor's compliance with these Contract Documents. Contractor remains responsible and liable for all errors, defects or a lack of quality not discovered by inspection or observation.

1-05.6(2) Manufacturer's Directions (******)

Manufactured articles, material and Equipment shall be transported, stored, applied, installed, connected, erected, adjusted, tested, operated and maintained as recommended by the manufacturer, unless otherwise specified in these Special Provisions. Contractor shall provide manufacturer's installation instructions and procedures to the City prior to installation of the manufactured articles, material, and Equipment.

1-05.6(3) Materials and Equipment Furnished by City (******)

Contractor shall install materials and Equipment furnished by the City as provided in the technical sections of the Specifications. Furnishing of material and Equipment by the City will be considered conclusive evidence of their acceptability for the purpose intended. If the Contractor discovers defects in material or Equipment furnished by the City, it shall immediately notify the City. After such discovery, the Contractor shall not proceed with Work involving City-furnished materials and Equipment unless authorized by the City. Unless otherwise noted or specifically stated, materials and Equipment furnished by the City, that are not of local occurrence or manufacture, are considered to be "FOB" railroad station or truck terminal nearest to the site of the Work. At no cost to the City, the Contractor shall unload, transport, store, and protect such material and Equipment from damage. The Contractor shall inspect such City-furnished material and Equipment on receipt and provide the City with written acceptance for the incorporation of said material and Equipment into the Work. After receipt by the Contractor, the Contractor bears all risk of loss and casualty to City furnished materials and Equipment.

1-05.7 Removal of Defective and Unauthorized Work

Supplement 1-05.7 by adding the following:

If the Contractor fails to remedy defective or unauthorized Work within the time specified in a written notice from the Engineer, or fails to perform Work required by the Contract Documents, the Engineer may correct and remedy such Work as may be identified in the written notice, with City forces or by such other means as the City 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 City or other forces. An emergency situation is a 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 City 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.

In its sole discretion, the City may retain Work that is not in compliance with the Contract. The City will determine the just and reasonable value for such defective Work and deductions will be made in the payments due or to become due to the Contractor. Final Acceptance will not act as a waiver of the City's right to recover from the Contractor an amount representing the deduction for retention of defective Work.

No adjustment in Contract Time or Contract Sum will be allowed because of the Delay in the performance of the Work attributable to the exercise of the City's rights provided by this section.

The rights exercised under the provisions of this section shall not diminish the City'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.

1-05.10 Guarantees

Supplement 1-05.10 by adding the following:

The Contractor further warrants to the City, the Engineer and the City's Representative that all materials and Equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the City, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. If required by the City's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and Equipment.

The Work furnished shall be of first quality and the workmanship shall be the best obtainable in the various trades. The Work shall be of safe, substantial, and durable construction in all respects. For a period of 365 calendar days, commencing on the date of Final Acceptance, the Contractor shall, upon the receipt of Notice in writing from the City, promptly make all repairs arising out of defective materials, workmanship, or Equipment at no cost to the City. The City is hereby authorized to make such repairs if, 14 calendar days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of an emergency where, in the opinion of the City, delay could cause serious loss or damage, repairs may be made prior to or concurrent with notice being sent to the Contractor. All costs and expenses incurred by the City in connection with repair or replacement of Contractor's Work under this Section, including but not limited to the cost of materials, Equipment, other contractor costs, additional staff costs (including overtime), inspection, design and construction management service costs shall be fully reimbursed to the City by the Contractor.

"Acceptance of the Work" shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract that has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The City and the Contractor agree that the guarantee on the completed portions of the Work possessed and used by the City shall commence as to those portions on the date that the City takes possession of those portions and so notifies the Contractor in writing. City and Contractor further agree that such taking possession and use shall not be deemed as acceptance of the Work. Takeover of completed portions of the Work shall be at the City's option and will not be made until the Work can be put into routine service on a permanent basis.

The guarantee provided herein shall be in addition to those specific guarantee or warranty requirements for particular Equipment or Work items, or both, as indicated in the Specifications and Special Provisions.

1-05.11 Final Inspection

Delete 1-05.11 and substitute the following:

1-05.11 Final Inspections and Operational Testing (******)

1-05.11(1) Substantial Completion Date

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

completion. The Engineer may also establish the Substantial Completion Date unilaterally.

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

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 seven 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 1-05.7 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK.

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 under the authority of the Contract.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the City, 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 City 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 Documents 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 that prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and

Equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

1-05.12 Final Acceptance

Delete all of 1-05.12 and substitute the following:

The Contractor shall perform all the obligations under the Contract before the completion date can be established. A certificate of completion of the Work issued by the City will establish the completion date and certify the Work as complete. The following shall occur before the completion date can be established:

The Final Contract Voucher Certification shall be signed by the Contractor verifying agreement to the final contract price.

The physical work on the Project shall be complete.

The Contractor shall furnish all documentation required by the Contract and required by law, necessary to allow the City to certify the Contract as complete.

A certificate of completion for the Work, signed by the City, will constitute acceptance of the Work. The issuance of this certificate of completion will not constitute acceptance of unauthorized or defective Work, Equipment, or materials.

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the City against any claim or loss resulting from the failure of the Contractor, or the Subcontractors or lower tier subcontractors, to pay all laborers, mechanics, Subcontractors, materialpersons, or any other person who provides labor, supplies, or provisions for carrying out the Work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

Failure of the Contractor to perform all of the Contractor's obligations under the Contract shall not bar the City from unilaterally certifying the Contract complete so the Engineer may calculate a final contract price as provided in 1-09.9 PAYMENTS.

1-05.13 Superintendents, Labor, and Equipment of Contractor

Delete 1-05.13.

1-05.14 Cooperation With Other Contractors

Delete all of 1-05.14 and substitute the following:

Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the Project area. The Contractor shall ascertain to its own satisfaction the scope of the Project and the nature of any other contracts that have been or may be awarded by the City in the construction of the Project, or to the end that the Contractor may perform this Contract in the light of such other contracts, if any.

The Contractor shall not cause unnecessary hindrance or Delay to others working on this or other projects. If the performance of a contract for the Project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the Engineer will decide which Contractor shall cease Work temporarily and which

Contractor shall continue, or whether the Work under the contracts can be coordinated so that the contractors may proceed simultaneously. On all questions concerning conflicting interest of contractors performing related Work, the decision of the Engineer shall be binding upon all contractors concerned and the City, the Engineer, the City's Representative, and their consultants shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the Award or performance or attempted performance of any other contract or contracts on the Project or caused by a decision or omission of the Engineer respecting the order of precedence in the performance of the contracts.

If, through acts of neglect on the part of the Contractor, any others suffer loss or damage on the Work, the Contractor agrees to resolve such loss or damage fairly and expeditiously. If such other shall assert any claim against the City, the Engineer, the City's Representative, or their consultants on account of any damage alleged to have been so sustained, the City shall notify the Contractor, who shall hold harmless, indemnify, and defend the City, Engineer, the City's Representative, and their consultants, and each of their directors, officers, employees, and agents against any such claim, including all attorney's fees and any other costs incurred by the indemnified parties relative to any such claim.

The Contractor shall coordinate its work with other contractors and utility companies that may have facilities in the Project area and cooperate with them. The Contractor shall also coordinate its activities with the City; and no water mains, individual water services, street, or private driveways may be closed off without a minimum of five working days' notice to the City and the private property owner. Should the property owner or the City have adequate reason, as determined by the Engineer, to avoid access or water service shutoff at the scheduled time, the Contractor shall reschedule its work to meet the new condition.

Final grading to subgrade and subgrade preparation in those areas disturbed by the utilities companies shall be the responsibility of the Contractor and included in the street construction and no additional compensation will be paid.

The Contractor shall cooperate with the utility companies and their subcontractors and so conduct its operations that the necessary construction of their facilities can be accomplished to the mutual satisfaction of the City of Everett and the utility companies.

Supplement Section 1-05 by adding the following new subsections:

1-05.16 Water and Power (******)

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.

Contractor shall pay all power and water costs until Substantial Completion, whether such power or water is provided by temporary or permanent facilities. City shall not be liable for any costs or Delays arising out of or caused by the availability or lack of availability of permanent power or utilities.

1-05.17 Oral Agreements (******)

No oral agreement, representation, or conversation with or by any officer, agent, or employee of the City, 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, representation or conversation shall be considered as unofficial information and in no way binding upon the City, unless subsequently put in writing and signed by the City.

1-05.18 Contractor
(******)

1-05.18(1) Contractor's Representative

The Contractor shall notify the City in writing of the name of the person who will act as the Contractor's representative, will have the authority to act in matter relating to this Contract, and will be delegated with authority to act as the Contractor's emergency contact. This person shall have authority to carry out the provisions of the Contract and to supply materials, Equipment, tools and labor without delay for the performance of the Work.

Contractor shall employ and keep on site on a full time basis personnel experienced in the management of construction of projects of this size and type. These shall include, but not be limited to, a project manager and superintendent. Unless the City agrees otherwise in writing, neither the Contractor's project manager nor the superintendent shall have supervisory responsibility for other projects for the Contractor while assigned to this Project. Contractor shall employ and assign such additional, full time office, support and engineering personnel to support the project manager and superintendent and allow timely completion of the Project. The project manager and superintendent shall be approved by the City, and such approval shall not be unreasonably withheld. Contractor shall submit personnel qualifications within seven (7) days of Contractor's execution of the Contract. Basis for disapproval include, but are not limited to, lack of sufficient experience managing the construction of similar type or size projects or relationships on other projects unsatisfactory to the City or, if the Project is subject to supplemental bidder responsibility criteria and such criteria contain personnel qualifications, the personnel differ from those named by Bidder in its pre-Award supplemental bidder responsibility criteria submittals. City may require removal and replacement of Contractor's supervisory staff who are disruptive or who appear to lack sufficient competence to complete the Project successfully.

1-05.18(2) Construction Procedures

The Contractor shall supervise and direct the Work and determine the means, methods, techniques, sequences and procedures of construction, except in those instances where the City, to define the quality of an item of Work, specifies in the Contract a means, method, technique, sequence or procedure for construction of that item of Work. The Contractor shall execute Work in conformity with the standard practice of the trade.

1-05.18(3) Responsibilities

1-05.18(3)A Manufacturers and Suppliers

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of manufacturers, Suppliers, and their employees.

1-05.18(3)B Contractor's Employees

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of its employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the Work assigned to them.

1-05.18(3)C Payment for Labor and Materials

The Contractor shall pay and require its Subcontractors to pay any and all accounts for labor including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause its Subcontractors to pay any and all accounts for services, equipment, and materials used by him and its Subcontractors during the performance of Work under this Contract. The Contractor shall pay such accounts as they become due and payable. If requested by the City, the Contractor shall promptly furnish proof of payment of such accounts to the City.

1-05.18(3)D Attention to Work

The Contractor, either in person or acting through its representative, shall give personal attention to and shall manage the Work so that it shall be prosecuted faithfully and completed under the Project schedule. When its representative is not personally present at the Project site, its designated alternate shall be available and shall have the authority to act in matters relating to this Contract.

Where detailed construction requirements are not set forth in the Standard Specifications or these Special Provisions, the Contractor shall perform the Work of a quality comparable to the workmanship specified for other parts of the Work, from firms having established good reputations for similar Work, or by following industry standard practices. The Contractor shall perform all Work in compliance with and conforming to applicable building codes in effect at the time the Work is being performed.

1-05.18(3)E Safety

The Contractor alone shall be responsible for safety on the job site, including, but not limited to, the safety of its and its Subcontractor's employees. The Contractor shall maintain the Project site and perform the Work in a manner that meets the City's responsibility under statutory and common law for the provision of a safe place to work.

1-05.18(3)F Threats, Intimidation and Harassment Forbidden

Contractor shall not allow its employees, its Subcontractors, its Subcontractors' employees, or any other agents to threaten bodily injury or property damage, to intimidate or attempt to intimidate any person, or to assault or physically harass any person. Forbidden conduct includes, but is not limited to, threatening, appearing, or actually doing any of the following: pushing, shoving, striking, physically blocking a person or a person's vehicle, vandalism, malicious mischief, or any other act that a reasonable person would understand be intended to intimidate, cause personal injury, or cause property damage. Contractor shall remove from the job site any person reasonably under its control or direction who the Contractor or City reasonably believes violated this section. The lack of a request from the City or City's Representative to the Contractor to remove someone from the job site does not relieve the Contractor from its obligation to remove someone.

1-05.18(3)G Weapons Forbidden

Contractor shall not allow its employees, its Subcontractors, its Subcontractors' employees, or any other agents or representatives to carry or possess, openly or concealed, explosives or weapons on the job site, except: (a) such explosives are as reasonably required for performance of the Work, such as those necessary for blasting or demolition work called for by the Contract Documents or (b) commissioned law enforcement officers or security personnel under authority of their commission. A weapon is any object, instrument or chemical that is (1) designed in such a manner to inflict harm or injury to another person; or (2) any item used in a manner threatening harm or injury to another person. Weapons include, but are not limited to, firearms, dangerous knives, dangerous chemicals, tear gas, martial arts weapons, blackjacks, or other weapons. Further, weapons should include those described in EMC Chapter 10.78. Possession of mace, pepper spray or the like for defensive purposes is not a violation of this policy. Contractor shall remove from the job site any person reasonably under its control or direction who the Contractor or City reasonably believes violated this section. The lack of a request from the City or City's Representative to the Contractor to remove someone from the job site does not relieve the Contractor from its obligation to remove someone.

1-05.18(3)H Safety Standards

The Contractor shall comply with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under this Section, the Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to its health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1-05.18(3)I Public Safety and Convenience

The Contractor shall conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public, business, organizations and residents in the vicinity of the Work and to reasonably protect persons and property. No roads or street shall be closed to the public except with the permission of the City's Representative and the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor for the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

1-05.19 City-Contractor Coordination (******)

1-05.19(1) Suggestions to Contractor

Nothing in these Contract Documents requires the City's Representative to provide the Contractor with direction or advice on how to do the Work, construction practices, or means and methods. If the City's Representative approves, suggests or recommends any construction practice, means, method or manner for doing the Work or producing materials, the approval or recommendation shall not: (A) guarantee that following the method or manner will result in compliance with the Contract Documents; (B) relieve the Contractor of any risks or obligations under the Contract Documents; or (C) create liability by the City to the Contractor.

Suggestions as to the plans or methods of accomplishing the Work or Contract requirements by the City or the City's Representative to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The City and the City's Representative assume no responsibility therefore and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method of Work.

1-05.19(2) Meetings with City

The Contractor shall have its duly authorized representative attend periodic informational meetings with the City's Representative and City staff, as reasonably required by the City.

Contractor, City, and City's Representative shall meet as often as determined by the City's Representative, but no less often than once each month. The purpose of the meeting is to review Project status in relation to the construction schedule; review value of Work completed during the previous month; and, if applicable, review Contractor's plans to return Project status to that required by the schedule. If requested by the City or City's Representative, the Contractor shall submit a written progress report within five days following this meeting, comprising:

The current construction schedule indicating percent complete, actual completion or start dates since the previous review, the estimated remaining duration for each activity in progress, Schedule of Values update, and narrative summary.

Reasons any activities are behind schedule and the corrective steps being taken.

1-05.19(3) Cooperation with Others

The Contractor agrees to permit entry to the work site by the City, its employees or other contractors performing Work on behalf of the City. The Contractor shall afford to the City, other contractors and their employees, reasonable facilities and cooperation and arrange its work and dispose of its materials in such a manner as to not interfere with the activities of the City or of others upon the site of Work. The Contractor shall promptly make good Contractor-caused injury or damage to persons or property that may be sustained by other contractors or employees of the City. The Contractor shall join its Work to that of others and perform its Work in proper sequence in relation to that of others.

If requested by the Contractor, the City will arrange meetings with other contractors performing Work on behalf of the City to plan coordination of construction activities. The Contractor shall inform itself of the planned activities of other contractors and will coordinate its Work with the other contractors.

Contractor shall notify the City of problems, interference or any difficulty with other contractors or workers engaged by the City. The Notice shall be sufficiently prompt and specific so as to allow the City to mitigate or avoid increased costs, time of performance, damages or injury. Contractor's failure to provide such Notice in a timely way shall be deemed a waiver and release of any and all Contract Claims relating to, arising out of, or caused by, any alleged interference, difficulty or problem with another contractor or worker engaged by the City.

1-06 CONTROL OF MATERIAL

Supplement Section 1-06 as follows:

References to materials shall also mean Contractor furnished Equipment, if any, as specified in these Special Provisions.

1-06.1 Approval of Materials Prior to Use

Revise the first paragraph of 1-06.1 to read as follows:

Prior to use, Contractor shall notify the Engineer of all proposed materials. Contractor may use the Qualified Product List (QPL) and the Aggregate Source Approval (ASA) Database. Contractor shall use the Request for Approval of Material (RAM) form.

Supplement 1-06.1 by adding the following:

Contractor shall provide product data, when specified, in accordance with 1-05.3(1) SUBMITTALS of these Special Provisions for inspecting, testing, operating, or maintaining Equipment and materials supplied as part of the Work. Unless otherwise specified, such data shall be provided at the time the referenced material or Equipment is delivered to the job site. Contractor shall provide data as specified and include, unless otherwise specified, but not be limited to shop drawings, erection drawings, reinforcing steel schedules, testing, and adjusting instructions, operations manuals, maintenance procedures, parts lists, and record drawings. Contractor shall provide data as part of the Work under this Contract and its acceptability will be determined by the City in its sole discretion.

Further supplement 1-06.1 by adding the following:

1-06.1(5) Requests for Substitution (******)

The City will not usually consider a substitution for material or Equipment specified by brand name or manufacturer or sole-sourced.

Only the Contractor may offer materials or Equipment of equal or better quality and performance as a substitution for those specified. The Contractor shall make substitution offers in writing to the City's Representative in accordance with 1-05.3(1) SUBMITTALS of these Special Provisions. The substitution offer must include sufficient data to enable the City's Representative to assess the acceptability of the material or Equipment for the particular application and requirements. The City and City's Representative are not required or obligated to consider or review a request for substitution and may, in their sole discretion and option, consider or review such requests.

If the offered substitution requires changes to or coordination with other portions of the Work, include, if any, drawings, and details showing such changes. The Contractor agrees to perform these changes as part of the substitution of material or Equipment at no additional cost to the City. Approval of a substitution request will not relieve the Contractor from responsibility for the efficiency, quality, and performance of the substitute material or Equipment, in the same manner and degree as the material and Equipment originally specified. Reflect cost differential associated with a substitution in the offer. If the City approves the substitution, the Contract Documents will be modified by a Change Order modifying the Contract Sum in the amount of the cost differential.

1-06.2 Acceptance of Materials

1-06.2(2)B Financial Incentive

Delete 1-06.2(2)B.

1-06.2(2)D Quality Level Analysis

Delete 1-06.2(2)D.

1-06.3 Manufacturer's Certificate of Compliance

Supplement 1-06.3 by adding the following:

When authorized by the Standard Specifications or these Special Provisions and prior to use, the Engineer may accept certain Equipment on the basis of a Manufacturer's Certificate of Compliance as an alternate to Equipment inspection and testing.

A Manufacturer's Certificate of Compliance shall be reserved for cases where compliance to Contract requirements is not readily determinable through inspection and testing of materials or Equipment. The Contractor shall provide properly authenticated documents to the City's Representative that the materials and Equipment comply with the Contract requirements.

The Contractor shall pay all associated costs of providing each Manufacturer's Certificate of Compliance submitted for City acceptance.

The City reserves the right to refuse to accept Equipment on the basis of a Manufacturer's Certificate of Compliance.

1-06.3(1) Inspection at Point of Manufacturing (******)

The Contractor shall be responsible to reimburse the City for the costs of inspections at the point of manufacturing for inspections occurring outside of Whatcom, Skagit, Island, Snohomish, King, Pierce, and Thurston counties. Costs to be paid or reimbursed by the Contractor include, but are not limited to, travel, subsistence, labor, and lodging expenses of the City Inspector.

Point of manufacturing inspection will be required if:

Inspection and testing of materials or Equipment in the vicinity of the Work by the City is not practicable,

The Contractor requests the City to inspect and test material or Equipment at the point of manufacture, or

The Standard Specifications or these Special Provisions require that inspection, testing or witnessing of tests take place at the point of manufacture.

1-06.4 Handling and Storing Materials

Supplement 1-06.4 by adding the following:

Contractor shall store materials and Equipment so as to insure the preservation of their quality and fitness for the Work. Contractor shall store Equipment and materials at location that facilitates inspection. The Contractor shall be responsible for damages, loss or casualty occurring to materials and Equipment until Final Acceptance.

1-06.6 Recycled Materials

Delete 1-06.6 and its subsections and substitute the following:

The Contractor shall make best effort to utilize recycled materials in the construction of the project as detailed in elsewhere in the Standard Specifications and these Special Provisions.

Prior to Physical Completion Contractor shall report the quantity of recycled materials utilized in the construction of the project for each of the items listed in Section 9-03.21. Include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g., utilization of on-site material and aggregates from concrete returned to the supplier). Contractor shall provide report on DOT form 350-075A Recycled Materials Reporting.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

1-07.1(1) General

Revise 1-07.1(1) by replacing the second sentence of the first paragraph with the following:

The Contractor shall indemnify, defend, and save harmless the City (including its agents, officers, and employees) and the State (including the Governor, Commission, Secretary, and agents, officers, and employees) against any claims that may arise because the Contractor (or any employee of the Contractor or Subcontractor or material person) violated a legal requirement.

Supplement 1-07.1by adding the following:

1-07.1(6) Additional Requirements

The Contractor shall be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

The City advises all general contractors and subcontractors that numerous Federal, State, and Local regulations exist that could affect the procedures used in the completion of this project. The City advises each prospective Contractor that they are responsible to be aware of and comply with all applicable statutes and regulations. It is recommended that each Contractor contact the local office of the following agencies for a list of applicable regulations and requirements that might affect the implementation of this project:

- Federal Environmental Protection Agency
- Washington Department of Health
- Washington Department of Ecology
- Washington Department of Fisheries
- Washington Department of Wildlife
- Washington Department of Labor & Industries
- Puget Sound Air Pollution Control Agency
- Municipal Building Department
- Municipal Planning Department
- Municipal Public Works Department

If the scope of Work in this Contract includes Work at the City of Everett Water Filtration Plant or the Waste Water Pollution Control Facility, Contractor shall comply with the requirements of the Washington Department of Labor & Industries for such work including, but not limited to, Chapter 296-67 WAC. All costs associated or incurred in complying with these regulations or any other regulations listed above are included in the Contractor's Proposal.

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

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

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

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

1-07.1(7) Noise

Work within 500 feet of residential properties between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 6:00 p.m. and 8:00 a.m. on weekends or holidays are subject to noise control requirements if the work generates decibel levels

of greater than those listed in the City noise ordinance. Contractor may apply for a Noise Variance a minimum of 30 days prior to performing work and pay $100.00 application fee, using the following link to obtain the latest information on noise variance requirements: https://www.everettwa.gov/formcenter/human-resources-16/request-for-temporary-construction-noise-167. The Contractor must not assume that a Noise Variance will be granted. In no event will the Contractor be entitled to any adjustment of the Contract Sum or Contract Time if a Noise Variance is denied.

Typical requirements include, and not limited to, broadband backup alarms on all equipment requiring a backup alarm, anti-tail gate slamming devices, dump truck bed liners, and sawcutting, vacuum excavation, pavement breaking and loading export haul noise must be done between the hours of 7:00 a.m. and 10:00 p.m. during weekdays and between 8:00 a.m. and 6:00 p.m. on weekends.

Appendix D contains the City of Everett's Noise Ordinance for Bidder's reference, and a variance to allow night work during necessary lane closures on I-5 and water main tie-ins on E Grand Avenue. The noise variance only applies to the location described in the noise variance letter in Appendix D. Contractor supplied staging areas are not included in the noise variance.

Approval to continue Work during these hours may be revoked at any time the Contractor exceeds the City's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operation. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

1-07.2 State Taxes

Delete 1-07.2 and substitute the following:

1-07.2 State Sales Tax

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

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

The City will pay the retained percentage only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all Contract-related taxes have been paid (RCW 60.28.050). The City may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this Contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171 – Use Tax

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

1-07.2(2) State Sales Tax — Rule 170 –Retail Sales Tax

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

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

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

1-07.2(3) Services

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

1-07.3 Fire Prevention and Merchantable Timber Requirements

Delete 1-07.3 in its entirety.

1-07.5 Environmental Regulations

1-07.5(4) Air Quality

Delete all of 1-07.5(4) and substitute the following:

> The Contractor shall comply with all rules of the Puget Sound Clean Air Agency (PSCAA) (800-552-3565). These rules include PSCAA Regulation I. Excerpts of Regulation I are included in the Appendix D as it relates to fugitive dust control. The Contractor shall submit a dust control plan including dust control measures for its activities related to this Contract that may cause dust. This plan shall be submitted to the Engineer prior to commencing activity at the job site.

1-07.6 Permits and Licenses

Supplement 1-07.6 by adding the following:

> A City of Everett business license is required for the Contractor and the Contractor's Subcontractors prior to commencing construction on this Contract.
>
> Contractor shall obtain all necessary permits required by law and the City of Everett. All general building, electrical, plumbing permits will be issued at no cost to the Contractor. In addition, obtain all required permits for waste disposal sites. Waste disposal sites shall be in the United States, unless otherwise expressly stated in the Contract Documents or the City gives prior written approval.
>
> Contractor shall obtain Temporary Occupancy Permit from BNSF prior to construction.

Prior to any construction equipment or personnel entering WSDOT right-of-way, a pre-construction conference is required with WSDOT's inspector, Michael Gallop. The contractor shall notify Michael Gallop a minimum of Five (5) working days in advance:

Michael Gallop

NW Local Agency & Development Services Office

15700 Dayton Ave. N., PO BOX 330310 MS 82-240

Seattle, WA 98133-9710

206-440-4913/ 206-940-2736

Mike.Gallop@wsdot.wa.gov

This Project contains less than one acre of total disturbed area within the project limits and does not require Contractor to apply for Ecology's Construction Stormwater General Permit.

1-07.9 Wages

1-07.9(1) General

Delete the first paragraph of 1-07.9(1) and substitute the following:

This Contract is subject to the minimum wage requirements of RCW 39.12 and to RCW 48.28, as amended or supplemented. Workers shall receive no less than the prevailing rate of wage. Bidder shall use the Washington State Prevailing Wage Rates for Snohomish County, effective at the time of bid opening. Bidder is solely responsible to use the schedule in effect at the Bid Opening Date, determine the appropriate labor classification(s), and use the appropriate and correct prevailing wage and benefit rate(s). The hourly minimum rates for wages and fringe benefits can be obtained at the following URL:

https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/

Printed copies of the current prevailing wage rates are available for viewing at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request received within 7 days of the Bid Opening Date.

Delete the fifth paragraph of 1-07.9(1) and substitute the following:

If employing labor in a class not listed in the L & I prevailing wage rate schedule, the Contractor shall request a determination of the correct wage and benefits rate for that class and locality from the Industrial Statistician, Washington State Department of Labor and Industries (State L&I), and provide a copy of those determinations to the Project Engineer.

Delete the final paragraph of 1-07.9(1) that begins with "There are many work-ready…"

1-07.9(3) Apprentices

Supplement this section with the following:

Apprentice Utilization

This Contract includes an Apprentice Utilization Requirement. Fifteen percent or more of project Labor Hours shall be performed by Apprentices unless Good Faith Efforts are accepted**.** Apprentice Utilization will be determined using the Department of Labor and Industries (L&I) online Prevailing Wage Intent & Affidavit (PWIA) system.

Definitions

For the purposes of this specification the following definitions apply:

1. Apprentice is a person enrolled in a State-approved Apprenticeship Training Program.
2. Apprentice Utilization is the apprentice labor hours, on the project, expressed as a percentage of project Labor Hours based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up.
3. Apprentice Utilization Requirement is the minimum percentage of apprentice labor hours required by the Contract.
4. Good Faith Effort(s) (GFE) describes the Contractor's efforts to meet the Apprentice Utilization Requirement including but not limited to the specific steps as described elsewhere in this specification.
5. Labor Hours are the total hours performed by all workers receiving an hourly wage who are subject to prevailing wage requirements for work performed on the Contract as defined by RCW 39.04.310. Labor Hours are determined based on the scope of work performed by the individuals, rather than the title of their occupations in accordance with WAC 296-127.
6. State-approved Apprenticeship Training Program is an apprenticeship training program approved by the Washington State Apprenticeship Council.
7. Apprentice Wage Rates are the applicable wage rates that are to be paid for an apprentice registered in a training program, separate from Journey Level rates, as set by the Washington State Apprenticeship Training Council and Washington State Department of Labor and Industries (L&I).

Electronic Reporting

The Contractor shall use the PWIA System to submit the "Apprentice Utilization Plan." Reporting instructions are available in the application.

Apprentice Utilization Plan

The Contractor shall submit an "Apprentice Utilization Plan" by filling out the Apprentice Utilization Plan Form (WSDOT Form 424-004 or other form approved by the City) within 30 calendar days of Contract execution, however no later than the preconstruction meeting, demonstrating how and when the Contractor intends to achieve the Apprentice Utilization Requirement. The Plan shall be in sufficient detail for the Engineer or other City representative to track the Contractor's progress in meeting the utilization requirements. An Apprentice Utilization Plan shall be updated and resubmitted as the Work progresses or when requested by the Engineer.

If the Contractor is unable to demonstrate the ability to meet the Apprentice Utilization Requirement with its initial Apprentice Utilization Plan submission, an effort must be made to find additional registered apprentices to perform on the contract. If after attempts have been made at every tier and every scope, the

Contractor must submit GFE documentation to the City. The Contractor shall actively seek out opportunities to meet the Apprentice Utilization Requirement during the construction Work.

Contacts

The Contractor may obtain information on State-approved Apprenticeship Training Programs by using the Apprentice Registration and Tracking System (ARTS) https://secure.lni.wa.gov/arts-public/#/program-search or contacting the Department of Labor and Industries directly at:

Specialty Compliance and Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 or by phone at (360) 902-5320.

Compliance

The Contractor is expected to make attempts to employ Apprentices and shall include the requirement in any subcontracts at any tier. In the event that the Contractor is unable to achieve the Apprentice Utilization Requirement, the Contractor shall submit GFE documentation demonstrating the efforts and attempts the Contractor made. Final GFE documentation shall be submitted to the City after Substantial Completion but no later than 30 days after Physical Completion.

If the Contractor fails to actively attempt to employ Apprentices, submit GFE documentation, or if the Engineer does not approve the GFE, the Contractor will be assessed a penalty. The Engineer will provide the Contractor with a written notice at Final Acceptance of the project informing the Contractor of the failure to comply with this specification which will include a calculation of the penalty to be assessed as provided for in the Payment section in this special provision.

If the Contractor achieves the required Apprentice Utilization an incentive will be assessed with Final Payment.

Good Faith Efforts

The GFE shall document the attempts (efforts) the Contractor (and any subcontractor at any tier) made to meet the Apprentice Utilization Requirement. Emails, letters, or other written communications with letterhead, titles, and contact information are required.

Documentation must include one or more of the following accepted GFEs:

1. Demonstrated Lack of Availability of Apprentices. Correspondence from State-approved Apprenticeship Training Program(s), with project specific responses confirming there is a lack of availability of Apprentices for this project.
2. Demonstrated Disproportionate Ratio of Material/Equipment/Products to Labor Hours. Documentation explaining the bid includes a disproportionate high cost of material/equipment/products to Labor Hours. (E.g., a $2 M estimated contract includes $1 M or more in procurement costs of equipment to be installed.)
3. Demonstrated Lack of Necessary Labor Hours. Correspondence from a State-approved Apprentice Training Programs confirming there is not enough time in the project to meet required journey level to apprentice training ratios.

4. Demonstrated Lack of Available Approved Programs. Correspondence from State-approved Apprentice Training Programs, confirming there are no programs that train for the scopes included/anticipated on the project. Contractor and state programs to submit training program detail needs and details that could be used for future program creation.
5. Funding Precedent. Documentation that shows conflicting, more restrictive, or precedent requirements for other training on the Project. Examples include, but are not limited to, Tribal Employment Rights (TERO), Federal Training Hours, or Special Training that affect the ability to use state-registered apprentices.
6. Warranty Work. Documentation from Original Equipment Manufacturers, or similar, confirming that work performed must only be completed by certified journey-level installers or risk voiding warranty, or similar.
7. Other Effort. The Contractor may submit other evidence, documentation, or rationale for not being able to achieve the required Apprentice Utilization that are not covered in the other efforts named. Other efforts will still need to be corroborated by an independent, knowledgeable third-party.

Contractors may receive a GFE credit for graduated Apprentice hours through the end of the calendar year for all projects worked on as long as the Apprentice remains continuously employed with the same Contractor/subcontractor the Apprentice was working for when the Apprentice graduated. If an Apprentice graduates during employment on a project of significant duration, the Apprentice may be counted towards a GFE credit for up to one year after the Apprentice's graduation or until the end of the project (whichever comes first). Determination of whether Contract requirements were met in good faith will be made by subtracting the hours from the journeyman total reported hours for the project and adding them to the apprentice hour total. If the new utilization percentage meets the Contract requirement, the Contractor will be reported as meeting the requirement in good faith.

Approving Good Faith Efforts

The City will review submitted Good Faith Efforts and issue a determination. The Engineer may request additional information, documentation, evidence or similar in order to approve such efforts. A determination by the Engineer is final. The approved Good Faith Efforts will be loaded into the PWIA system by the Contracting Agency.

Payment

Payment will be made for the following Bid Item(s):

"Apprentice Utilization Incentive," by lump sum.

An incentive $5,000 will be assessed with the Final Payment for Contractors who meet the Apprentice Utilization Requirement without a reduction by Good Faith Effort. For the purpose of providing a common proposal for all bidders, the City has entered this amount in the proposal to become a part of the total bid by the Contractor.

"Apprentice Utilization Penalty," by calculation.

Apprenticeship Hours will be measured for each hour of work performed by an apprentice as shown on the Monthly Apprentice Utilization Report, based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up.

When the Contractor fails to meet the Apprentice Utilization Requirement of 15%, a penalty will be assessed for each hour that is not achieved, unless a Good Faith Effort is approved by the City.

Apprentice Utilization Penalty will be calculated as described below:

Percent of goal met	Penalty per hour of unmet goal
100%	$0.00
90% to 99%	$2.00
75% to 89%	$3.50
50% to 74%	$5.00
1% to 49%	$7.50
0%	$10.00

The Contractor shall include all related costs in the Bid prices of the Contract, including but not limited to implementing, developing, documenting, and administering an apprenticeship utilization program, recording and reporting hours and all other costs to comply with this provision.

1-07.9(5) Required Documents

Supplement 1-07.9(5) by adding the following:

The City may require payroll reports for the Contractor and every Subcontractor be submitted weekly to the Construction Division, Public Works Service Center, 3200 Cedar Street, Everett, Washington 98201. The payroll reports shall contain the following information:

1. Name and residence address of each worker.
2. Social Security number of each worker.
3. Classification of work performed by each worker. The classification shall be specific and match the classification categories listed in the Contract Documents.
4. Total number of hours employed each day.
5. Total number of hours employed during the payroll period.
6. Straight time and overtime hourly rate of wages paid to each worker.
7. Total or gross amount earned by each worker.
8. Deductions for Medical Aid, FICA, Federal withholding tax, and any other deductions taken.
9. Net amount paid each worker.
10. Contractor's, or Subcontractor's, name and address.
11. Days and dates worked.
12. Date of final day of pay period.
13. Whether fringe benefits were paid to each worker as part of the hourly wage rate or whether fringe benefits were paid into an approved plan, fund, or program.

Payrolls may be submitted on Federal payroll form WH-347, or equivalent. The reverse side of the form contains an affidavit that shall be filled out and signed. If the Contractor's payroll reports are computerized, the computerized reports may be submitted along with a Statement of Compliance affidavit photocopied from the back of form WH-347, or equivalent.

The first payroll submitted for the Work for both the Contractor and each Subcontractor shall be labeled “Initial.” The last payroll submitted for the Work for both the Contractor and each Subcontractor shall be labeled “Final.” Payrolls shall be sequentially numbered for all periods in which Work has been done. A certificate of completion for the Work, signed by the City, will constitute acceptance of the Work. The issuance of this certificate of completion will not constitute acceptance of unauthorized or defective Work or material.

1-07.11 Requirements for Nondiscrimination

Supplement 1-07.11 as follows:

The Contractor will be required to assure that equal employment opportunities will be in effect to all individuals throughout the length of this Contract, pursuant to 1-07.11 REQUIREMENTS FOR NONDISCRIMINATION. The Contractor must comply with all local, state, and federal laws pertaining to non-discrimination and equal employment opportunity.

The City of Everett hereby gives public notice that it is the City’s policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Aid Highway program or other activity for which the City receives Federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City of Everett. Any such complaint shall be in writing and filed with the City’s Title VI Coordinator within 180 calendar days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the Human Resources office at no cost to the complainant by calling (425) 257-8767.

Notification specific to bidders:

All bidders are hereby notified that the City of Everett will affirmatively ensure that in any contract entered into pursuant to this Invitation to Bid, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an Award.

Title VI Assurance

a. The Contractor, with regard to the Work performed during the Contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in such discrimination, including discrimination in employment practices.

b. In all solicitations either by competitive bidding or negotiations made by the Contractor for Work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subcontractor or suppler shall be notified by the Contractor of the Contractor’s obligations under this Contract.

c. The Contractor shall provide all information and reports required by federal regulations applicable to this Contract. The Contractor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with applicable federal regulations. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

d. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract sanctions as it, or the City's funding agencies, may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Contractor until the Contractor complies, and/or (b) termination or suspension of the Contract, in whole or in part.

e. The Contractor shall include the provisions of paragraphs (a) through (e) in every subcontract, including contracts for procurement and leases of equipment, unless exempt by applicable federal regulations or directives issued pursuant thereto. The Contractor shall take such action, including sanctions for noncompliance, with respect to Subcontractors as the City or relevant federal agency may direct so as to enforce such provisions. Provided, however, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of the foregoing direction, the Contractor may request that the City or the United States to enter into such litigation to protect their respective interests.

In the event of any inconsistency between the above supplemental requirements to 1-07.11 and the requirements of the 1-07.11 of the Standard Specifications, the more stringent requirements control, unless otherwise determined by the City in writing. In addition, the City may determine in writing that one or more provisions of 1-07.11 of the Standard Specifications are not applicable.

1-07.14 Responsibility for Damage

Delete 1-07.14 and replace with the following:

The City, and all officers and employees of the City, including but not limited to those of the Public Works Department, will not be responsible in any manner: for any loss or damage that may happen to the Work or any part; for any loss of material or damage to any of the materials or other things used or employed in the performance of Work; for injury to or death of any persons, either workers or the public; or for damage to the public for any cause which might have been prevented by the Contractor, or the workers, or anyone employed by the Contractor.

The Contractor shall be responsible for all liability imposed by law for injuries to, or the death of, any persons or damages to property resulting from any cause whatsoever during the performance of the Work, or before Final Acceptance.

Subject to the limitations in this Section, and RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless the City and all its officers and employees, and the State, its officers, and employees, from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the Work or in consequence of any negligence or breach of Contract regarding the Work, the use of any improper materials in the Work, caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to any remedy authorized by law, the City may retain so much of the money due the Contractor as deemed necessary by the Engineer to ensure the defense and indemnification obligations of this Section until disposition has been made of such suits or claims.

Pursuant to RCW 4.24.115, such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions provided in the preceding paragraphs of this Section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

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

The Contractor shall exercise all necessary precautions throughout the life of the Project to prevent pollution, erosion, siltation, and damage to property.

The City will forward to the Contractor all claims filed against the City that are deemed to have arisen in relation to the Contractor's Work or activities under this Contract, and, in the opinion of the City, are subject to the defense, indemnity, and insurance provisions of the Contract Documents. Claims will be deemed tendered to the Contractor and insurer, who has named the City as a named insured or an additional insured under the Contract's insurance provisions, once the claim has been forwarded via certified mail to the Contractor. The Contractor shall be responsible to provide a copy of the claim to the Contractor's designated insurance agent who has obtained/met the Contract's insurance provision requirements.

Within 60 calendar days following the date a claim is sent by the City to the Contractor, the Contractor shall notify the City Attorney's Office of the following:

a. Whether the claim is allowed or is denied in whole or in part, and, if so, the specific reasons for the denial of the individual claim, and if not denied in full, when payment has been or will be made to the claimant(s) for the portion of the claim that is allowed, or

b. If resolution negotiations are continuing. In this event, status updates will be reported no longer than every 60 calendar days until the claim is resolved or a lawsuit is filed.

If the Contractor fails to provide the above notification within 60 calendar days, then the Contractor shall yield to the City sole and exclusive discretion to allow all or part of the claim on behalf of the Contractor, **and the Contractor shall be deemed to have WAIVED any and all defenses, objections, or other avoidances to the City's allowance of the claim, or the amount allowed by the City, under common law, constitution, statute, or the Contract and these Standard Specifications**. If all or part of a claim is allowed, the City will notify the Contractor via certified mail that it has allowed all or part of the claim and make appropriate payments to the claimant(s) with City funds.

Payments of funds by the City to claimant(s) under this Section will be made on behalf of the Contractor and at the expense of the Contractor, and the Contractor shall be unconditionally obligated to reimburse the City for the "total reimbursement amount," which is the sum of the amount paid to the claimant(s), plus all costs incurred by the City in evaluating the circumstances surrounding the claim, the allowance of the claim, the amount due to the claimant, and all other direct costs for the City's administration and payment of the claim on the Contractor's behalf. The City will be authorized to withhold the total reimbursement amount from amounts due the Contractor, or, if no further payments are to be made to the Contractor under the Contract, the Contractor shall directly reimburse the City for the amounts paid within 30 days of the date notice that the claim was allowed was sent to the Contractor. In the event reimbursement from the

Contractor is not received by the City within 30 days, interest shall accrue on the total reimbursement amount owing at the rate of 12 percent per annum calculated at a daily rate from the date the Contractor was notified that the claim was allowed. The City's costs to enforce recovery of these amounts are additive to the amounts owing.

The Contractor specifically assumes all potential liability for actions brought by employees of the Contractor and, solely for the purpose of enforcing the defense and indemnification obligations set forth in 1-07.14, the Contractor specifically waives any immunity granted under the State industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the parties. The Contractor shall similarly require that each Subcontractor it retains in connection with the project comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the Subcontractor.

The indemnity, defense, and other obligations in this 1-07.14 are in addition to any indemnity, defense or other obligation that may be contained elsewhere in the Contract Documents.

1-07.17 Utilities and Similar Facilities

Supplement 1-07.17 by adding the following:

The Contractor shall review its responsibilities under Chapter 19.122 RCW, a law relating to underground utilities. Cost to the Contractor incurred as a result of complying with this law shall be at the Contractor's expense. In accordance with RCW 19.122, the Contractor shall call the **Utility Coordinating Council One Call Center, 1-800-424-5555**, for field location, not less than 2 nor more than 10 business days before the scheduled date for commencement of excavation that may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal local, State, or Federal holiday.

The Contractor shall be responsible for determining the exact location, including service connections, of all public and private underground utilities marked at the site of the Work. The Contractor shall perform field verification prior to beginning Work that could result in damage to buried utilities, including but not limited to exploratory excavations, in sufficient time so as not to impede the progress of the Work or fabrication of materials to be incorporated into the Work. The Contractor shall immediately notify the City's Representative as to any utility discovered by him in a different position than shown on the Plans or that is not shown on the Plans.

No excavation shall begin until all known underground public and private utilities in the vicinity of the excavation area have been located and marked.

Utilities of record are shown on the Plans insofar as it is possible to do so. Failure of the City to show the existence of subsurface objects or installation on the Plans shall not relieve the Contractor from its responsibility to make an independent check on the ground, nor relieve Contractor from all liability for damages resulting from its operations.

It shall be entirely the responsibility of the Contractor to give proper notification to the agencies that have utilities in place and to coordinate with these agencies in the protection and relocation of the various underground installations. These agencies will give assistance in the location of the various utilities, but this shall not relieve the Contractor from responsibility for any damage incurred. The City shall require a notification of at least five working days. The Contractor shall hold the City harmless against any claim of any nature resulting from Delays in attending to same.

Following are addresses and telephone numbers of utilities in the Everett area for the Contractor's convenience as of January 22, 2025:

Snohomish County PUD #1 P.O. Box 1107 Everett, WA 98206 Daniel Luu Tel: (425) 783-4174 Email: DCLuu@snopud.com	**Puget Sound Energy** 3630 Railway Ave Everett, WA 98201 Attn: Mardy Punteney Tel. (425) 754-8053 Email: Mardy.Punteney@pse.com
Ziply/Frontier Communications Attn: Samantha Johnston 1800 41st St Everett, WA 98201 Samantha.Johnston1@ziply.com **Silver Lake Water District** 15205 41st Ave SE Bothell, Washington 98012-6114 Attn: Scott Smith Tel. (425) 337-3647 Ext 216 Email: SSmith@slwsd.com	**Lumen/CenturyLink Network** 1208 NE 64th Street Seattle, WA 98115-6722 Tel. (206) 485-5322 relocations@centurylink.com Construction Contacts: Christian.Marshall@lumen.com Cassandra Boyle Cassandra.Boyle@lumen.com
Mukilteo Water District 7824 Mukilteo Speedway Mukilteo, WA 98275 Attn: Rick Matthews Tel. (425) 355-3355 Email: RickM@mukilteowwd.org	**City of Everett, Storm Water** 3200 Cedar Street Everett, WA 98201 Attn: Grant Moen Tel. (425) 257-8800 Email: GMoen@everettwa.gov
Alderwood Water & **Wastewater District** 15204 35th Ave. W. Lynnwood, WA 98087-5021 Attn: Joel Skeens Tel. (425) 743-8912 Email: JSkeens@awwd.com	**City of Everett, Water** Public Works Department 3200 Cedar Street Everett, WA 98201 Attn: Grant Moen Tel. (425) 257-8800 Email: GMoen@everettwa.gov

Comcast 1525 – 75th Street SW #200 Everett, WA 98203 Attn: John Warrick (Construction, Planning & Design) Tel. (425) 263-5362 Email: John_Warrick@cable.comcast.com Attn. Casey Brown (Everett Area) Eng. & Const. – Planning and Design Tel. (425) 263-5345 Email: Casey_Brown@cable.comcast.com, Casey.jones@comcast.com	**City of Everett, Sanitary Sewer** Public Works Department 3200 Cedar Street Everett, WA 98201 Attn: Grant Moen Tel. (425) 257-8800
Sprint 2210 S 35th St Tacoma, WA 98409 Brian Dunlop/Cogent 307-256-9727 Jason Cantrell, interim WA service area lead 816-217-8996 jcantrell@cogentco.com	**City of Everett, Traffic** Public Works Department 3200 Cedar Street Everett, WA 98201 Attn: Corey Hert Tel. (425) 257-8800 Email: CHert@everettwa.gov
Verizon (425) 229-3123 1-800-483-1000 (emergency) Brad.landis@verizon.com **Wave Broadband/Astound** 4766 1st Ave S Seattle, WA 98134 Attn: Jim Biggs (206) 786-8720 jim.biggs@astound.com Jeremy Anderson jeremy.anderson@astound.com	**AT&T** 11241 Willows Road NE, Suite 130 Redmond, WA 98052 Attn: Steve Duppenthaler AT&T Corp Long Distance Fiber Network (425) 286-3822 sd1891@att.com

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

Delete all three paragraphs of 1-07.17(1) and substitute the following:

If the Work requires removing or relocating a utility, utility owners or their contractors will furnish all work necessary to adjust, relocate, replace, or construct their facilities.

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

Revise the first paragraph of 1-07.17(2) as follows:

Any authorized agent of the City or utility owners may enter the City right-of-way or easement to repair, rearrange, alter, or connect their equipment. The Contractor shall cooperate with such effort and shall avoid creating delays or hindrances to those doing the Work. The Contractor shall arrange to coordinate work schedules as needed.

1-07.18 Public Liability and Property Damage Insurance

Delete 1-07.18 and substitute the following:

1-07.18 Insurance

(******)

1-07.18(1) General Requirements

A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance shall be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, that is licensed to do business in the state of Washington, or issued as a surplus line by a Washington Surplus lines broker. The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and endorsements.

B. The Contractor shall keep this insurance in force during the term of the Contract and for 30 calendar days after the Physical Completion date, unless otherwise indicated in 1-07.18(1)C of this section.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the City with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period, "tail," or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.

D. The insurance policies shall contain a "cross liability" provision.

E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the City's insurance, self-insurance, or insurance pool coverage.

F. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the City of any cancellation in any insurance policy.

G. Upon request, the Contractor shall forward to the City a full and certified copy of the insurance policy(s). The Contractor shall not begin Work under the Contract until the required insurance has been obtained and approved by the City.

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

I. All costs for insurance shall be included in the unit or lump sum prices of the Contract and no additional payment will be made.

J. The Contractor waives all rights against the City and its separate contractors, and their agents and employees, for damages caused by fire or other perils to the extent

such damage cost is actually paid by property insurance applicable to the Work. The Contractor shall require similar waivers from all Subcontractors.

H. The City may utilize third-party contractor(s), software and/or websites for uploading and verification of the Contractor's insurance. The Contractor will provide (by upload or otherwise as directed by the City) insurance information and documentation as may be required by such third-party. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Contractor's obligations to fulfill the requirements of this Section.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- The City and its elected officials, officers, employees, agents, and volunteers
- BNSF Railway Company and its officers, employees, and agents
- The State and its elected officials, the Washington State Department of Transportation, all officers and employees of the state, and their respective agents.

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

1-07.18(3) Subcontractors

Contractor shall ensure that each Subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B of this section. Upon request of the City, the Contractor shall provide evidence of such insurance as required in 1-07.18(4).

1-07.18(4) Evidence of Insurance

The Contractor shall deliver to the City a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the Work. The certificate and endorsements shall conform to the following requirements:

An ACORD certificate or a form determined by the City to be equivalent.

The Description of Operations in the certificate must read as: "All policies of insurance, except workers compensation, are endorsed to name the City of Everett, its elected officials, officers, employees, agents, and volunteers as additional insured(s). All such insurance is primary as respects the City of Everett, and any other insurance maintained by the City of Everett is excess and not contributing. The City of Everett will be given at least thirty (30) days prior written notice of any cancellation, non-renewal, or other material change in any insurance policy."

Copies of all endorsements naming City and all other entities listed in 1-07.18(2) of this section as Additional Insured(s), showing the policy number. The Contractor may submit a copy of a blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.

Other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits

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

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of one year following final acceptance of the Work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)
- Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

$5,000,000	Each Occurrence
$10,000,000	General Aggregate
$3,000,000	Products & Completed Operations Aggregate
$3,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

- $1,000,000 Each Accident
- $1,000,000 Disease – Policy Limit
- $1,000,000 Disease – Each Employee

1-07.18(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) shall provide the following minimum limit:

$1,000,000	combined single limit

1-07.18(5)C Workers' Compensation

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

1-07.18(5)D Coverage for Working On, Over, or Near Navigable Waters

If this Contract involves Work on or adjacent to navigable water, as defined by the U.S. Department of Labor, then the Contractor shall provide proof of insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act as administered by the U.S. Department of Labor.

If the Contractor is working from barges or any other watercraft, owned or non-owned, the Contractor shall maintain Protection and Indemnity (P&I) insurance providing coverage for actions of the crew to third parties to the same limits stated under 1-07.18(5)A of this section for Commercial General Liability Insurance. The Contractor shall also provide proof of insurance coverage in compliance with the statutory requirements of the Merchant Marine Act of 1920 (the "Jones Act").

1-07.18(5)E Excess or Umbrella Liability

The limits stated in this section 1-07.18 may be satisfied by a combination of liability and, if necessary, commercial umbrella/excess policies.

1-07.18(5)F Pollution Liability

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

Contractor's operations related to this project;

Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos; and

Transportation of hazardous materials away from any site related to this project.

Such Pollution Liability policy shall provide the following minimum coverage:

$2,000,000 each loss and annual aggregate

1-07.18(5)G Professional Liability

The Contractor, its Subcontractor and its design consultant providing construction management, value engineering, or other design-related non-construction professional services shall provide evidence of Professional Liability insurance covering professional errors and omissions. Such policy shall provide the following minimum limits:

$2,000,000 per Claim

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability insurance shall include Pollution Liability coverage.

If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

1-07.18(5)H Builder's Risk

If the Project includes construction of a structure, the Contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by the City, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft, off-site storage and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake. The policy shall be endorsed to cover the interests, as they may appear, of the City, Contractor, and subcontractors of all tiers with the City and sub-contractors listed as a Named Insured. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by the City, the Contractor shall promptly reconstruct, repair, replace or restore all work

and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

1-07.20 Patented Devices, Materials, and Processes

Delete the first paragraph of 1-07.20 and substitute the following:

The Contractor shall assume all costs arising from the use of patented devices, materials, or processes used on or incorporated in the Work, and agrees to indemnify, defend, and save harmless the City, and its officers, employees and agents from all actions of any nature for, or on account of the use of any patented devices, materials, or processes.

1-07.23 Public Convenience and Safety

Delete the last sentence of the first paragraph of 1-07.23 and substitute the following:

Nothing contained in this Contract is intended to create any third-party beneficiary rights in favor of the public or any individual utilizing the facilities being constructed or improved under this Contract.

1-07.23(1) Construction Under Traffic

Revise the third sentence of the second paragraph to read as follows:

Do NOT impair accessibility to existing or temporary pedestrian push buttons. City may allow activating pedestrian recall timing or other accommodations during construction.

Supplement 1-07.23(1) by adding the following:

Only one lane closure is permitted on I-5 southbound bridge from 9 p.m. to 5 a.m., Sunday through Thursday. No lane closure on I-5 will be allowed from 5:00 a.m. to. to 9:00 p.m. every day, or from 9 p.m. Friday to 9 p.m. Sunday.

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

No lane closures will be allowed on a holiday or holiday weekend, or after 12:00 p.m. on a day prior to a holiday or holiday weekend. A holiday weekend is defined as having a holiday fall on Friday, Saturday, Sunday, or Monday.

Contractor shall provide a uniformed off-duty Police Officer to control traffic in critical situations as determined by the Engineer. The uniformed officer shall be paid under contract item “Traffic Control – Off-Duty Police Officer.”

Contractor shall notify the local Fire, Police and Engineering Departments before the beginning of each phase of construction so that these agencies may re-route their emergency vehicles around the construction zone. The non-emergency phone number for Everett Police is 258-2484, for Fire Dispatch is 257-8757, and for Public Works Engineering is 257-8800.

Contractor shall notify City of Everett Transit at 425-257-8984 and Community Transit at 425-348-7100 of all street closures or delays at least 24 hours in advance to enable rerouting of buses.

Contractor shall notify the property owners at least 72 hours in advance to enable them to remove vehicles parked in the vicinity of Work. Towing vehicles shall be the responsibility of the Contractor and no additional payment will be made.

Further supplement 1-07.23(1) by adding the following:

1-07.23(1)A General Requirements Traffic (******)

The following general requirements apply to all Work on the Project:

Prepare and submit to Engineer a Traffic Control Plan in accordance with 1-10.2(2) TRAFFIC CONTROL PLANS.

Refer to 1-08.4(2) SPECIAL CONSTRUCTION CONSTRAINTS regarding construction constraints resulting from traffic control.

Notify all affected property owners prior to commencing the barricading of streets, sidewalks, and driveways.

All business driveways shall remain open except as necessary to permit curing of construction materials or for short periods of time as required for excavations. However, at least one driveway per business shall remain open to vehicular traffic at all times unless otherwise approved by the Engineer and affected property owner in writing.

Signs and barricades shall be supplemented by lanterns or flasher units during the hours of darkness.

Drivers of motor vehicles used in connection with the construction shall obey traffic rules posted for such location in the same manner and under the same restrictions as provided for the drivers of private vehicles.

Conduct the Work, at all time throughout the project, in such a manner as will obstruct and inconvenience vehicular and pedestrian traffic as little as possible. Keep the streets, sidewalks and private driveways open except for the brief periods when actual Work is being done.

No lane closures will be permitted between 3:30 p.m. and 6:00 p.m., unless specifically approved by the Engineer.

1-07.24 Rights of Way

Delete1-07.24 and substitute the following:

Street right of way lines, limits of easements, and limits of construction permits are indicated on the Plans. The Contractor’s construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the City will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the Work. Exceptions to this are noted on the Plans.

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

The Contractor shall not proceed with any portion of the Work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the City in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that Delay resulting from City obtaining easement or right of entry or right of way shall not be a breach of Contract.

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

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

1-07.27 No Waiver of State's Legal Rights

Delete 1-07.27 and substitute the following:

1-07.27 No Waiver of City's Legal Rights (******)

The City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor and the Sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Engineer nor any payment for the whole or any part of the Work, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the Contract or of any power herein reserved or any right to damages herein provided, or bar recovery of any money wrongfully or erroneously paid to the Contractor. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor and the City recognize that the impact of overcharges to the City by the Contractor resulting from antitrust law violations by the Contractor's suppliers or Subcontractors adversely affects the City rather than the Contractor. Therefore, the Contractor agrees to assign to the City all claims for such overcharges.

1-07.28 Railroads

Section 1-07.28 is supplemented with the following:

(October 3, 2022 WSDOT GSP)

The Contracting Agency has or will enter into an agreement with the Railroad Company as specified in these provisions as contained in Appendix F.

1-07.28(6) Railroad Protective Services

Section 1-07.28(6) is supplemented with the following:

(October 3, 2022 WSDOT GSP)

The Contractor shall notify the Railroad Company a minimum of 15 days in advance of whenever the Contractor is about to perform Work within Railroad Company property or within 25 feet of the centerline of tracks to enable the Railroad Company to provide flagging or other protective services.

The Railroad Company's contact to schedule flagging or other protective services is:

Wilson & Company (BNSF's Scheduling Agent)

Contact WilsonCompany.Utility.IC@wilsonco.com (preferred method) or call (816) 556-3624.

1-07.28(8) Measurement and Payment

Section 1-07.28(8) is revised to read:

(October 3, 2022 WSDOT GSP)

The Contracting Agency will make payments to the Railroad for protective services unless:

1. Such services result from the Contractor's failure to comply with the terms and conditions of its contract with the Contracting Agency or with its Contractor's Right of Entry Agreements with the Railroad Company.
2. The Contractor fails to obtain authorization from the Engineer prior to coordinating with the Railroad Company for any flagging requiring overtime payments as specified under Railroad Safety and Flagging.
3. The Contractor arranges for assignment of a railroad flagger and alters project work so that a flagger is no longer needed, and adequate advance notice is not provided to the Railroad Company of such change in the need for a flagger (i.e., causing the Railroad Company to dispatch a flagger billable to the project when one is not required).
4. The Contractor causes an emergency, as specified under Railroad Operations.
5. Protective services are required as a result of a request to the Railroad Company for the Contractor's convenience.
6. The Contract provides for a bid item in the Contract.

All costs to comply with this Section, unless otherwise stated, are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the unit Bid prices of the Contract.

1-08 PROSECUTION AND PROGRESS

Supplement Section 1-08 by adding the following:

1-08.0 Preliminary Matters

1-08.0(1) Preconstruction Conference

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the Work;

3. To establish and review, at a minimum, procedures for progress payment, notifications, approvals, and submittals;
4. To establish normal working hours for the Work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the Work.

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

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

1-08.0(2) Hours of Work

Except in the case of emergency or unless otherwise required by 1-07.23(1) or otherwise noted and approved by the City within these Special Provisions, the normal straight time working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. Should Contractor elect to work on a holiday or weekend, those normal working hours shall be from 9:00 a.m. to 6:00 p.m. The normal straight time 8-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the Work.

When connecting to existing water mains and services are required, the City will obtain all necessary permissions, and the normal hours of work shall be any consecutive 8-hour period between 6:00 p.m. and 7:00 a.m. When working from I-5 bridge, when lane closures on I-5 are necessary, the normal hours of work shall be 8 pm to 5 am Sunday to Thursday. Refer to 7-09.3(19)A regarding night or weekend connection work time requirements.

If a Contractor is required to or desires to perform Work on holidays, weekends, or before 7:00 a.m. or after 10:00 p.m. on any weekday, the Contractor shall apply in writing to the Engineer for permission to work such times. Such requests shall be submitted to the Engineer no later than noon on the working day prior to the day for which the Contractor is requesting permission to work, unless a noise variance will be required. In such case provide request a minimum of 30 days prior to performing the work in accordance with 1-07.1(7) NOISE.

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the City or Engineer. These conditions may include, and not be limited to; requiring the Contractor to reimburse the City for the costs in excess of straight-time costs for City employees and necessary assistants who worked during such times, on non-Federal aid projects. Assistants may include, and are not limited to, survey crews; personnel from the City's material testing lab; inspectors; and other City employees when in the opinion of the Engineer, such work necessitates their presence. The work performed on Saturdays, Sundays, and holidays will be considered as working days with regards to the Contract Time; and considering multiple work shifts as multiple working days with respect to Contract Time even though the multiple shifts occur in a single 24-hour period.

1-08.0(3) Reimbursement for Overtime Work of City Employees and Assistants

Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-hour work shift on a regular working day, as defined in the Standard Specifications, such work shall be considered as overtime work. On all such overtime work an inspector

will be present, and a survey crew may be required at the discretion of the Engineer. If such work is the result of Contractor's inability to complete work or coordinate materials, equipment and labor in accordance with agreed schedule, then the City may deduct from amounts due or to become due to the Contractor for the costs in excess of the straight-time costs for employees and assistants of the City required to work overtime hours.

The Contractor by these specifications does hereby authorize the Engineer to deduct such costs from the amount due or to become due to the Contractor.

1-08.1 Subcontracting

Delete 1-08.1(7)A Payment Certification and substitute the following:

On all projects funded only with City funds, the Contractor shall certify to the actual amounts paid Disadvantaged, Minority, or Women's Business Enterprise firms that were used as subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This certification shall be submitted to the Engineer on WSDOT form 140-542 within 20 calendar days after physical completion of the Contract.

Supplement 1-08.1 by adding the following:

The Contract Documents shall apply to Subcontractors and suppliers as if each had signed the Contract with the City. Contractor shall include the provisions of these Contract Documents or a "flow down" clause in each contract with Subcontractors and suppliers.

The City will not approve a Subcontractor that is also providing services to the City on the same project.

In addition to any other requirement in this Section, no Subcontractor or lower tier subcontractor will be permitted to perform Work under the Contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

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

In addition to any other requirement in this Section, Contractor shall not sublet to a single Subcontractor more than one-half of the Project. The City may refuse to approve any subcontract for any reason. Subcontractors will be considered agents of the Contractor and their work shall be subject to the provisions of the Contract. References in the Contract Documents to actions required of Subcontractors, manufacturers, suppliers, or any person other than the Contractor, the City or the City's Representative shall be interpreted as requiring that the Contractor shall require such Subcontractor, manufacturer, supplier, or person to perform the specified action.

1-08.3 Progress Schedule

1-08.3(1) General Requirements

Delete 1-08.3(1) and substitute the following:

1-08.3(1) General
(******)

Because time is of the essence, diligent and expeditious progress and completion of the Work by the Contract Completion Date is required of the Contractor. Careful, adequate, accurate and complete planning and scheduling of the Work by the Contractor, both prior to the start of, and throughout, construction, is vital to the success of this Project for both the Contractor and the City. The purposes of the schedules and reports include:

1. Ensuring adequate planning and execution of the Work by the Contractor.
2. Assisting the City or its representative in monitoring construction.
3. Assessing the impact of any actual, potential, or proposed change, including, but not limited to, the financial impact resulting from schedule changes and changes to the scope of Work.
4. Supporting the basis for construction payments.
5. Planning by City and tenants.
6. Avoiding additional or extra costs or expenses to the City.

All schedules will be reviewed by the City and the City's Representative. The City or City's Representative's review of any schedule shall not transfer the Contractor's responsibilities to the City. Review shall not constitute approval or acceptance of the Contractor's construction means, methods, sequencing, logic, order, precedence and succession of activities or Contractor's ability to complete the Work in a timely manner. Any mistakes or errors in any schedule, including, but not limited to, mistakes or errors of logic, order, precedence, and duration, are and remain the Contractor's. The City or City's Representative may, however, comment upon the schedule. The Contractor remains wholly responsible for completing the Work within the Contract duration. Any comments by City or City's Representative personnel regarding the schedule shall not be construed as approval or ratification, nor shall the Contractor incorporate or change its schedule as a result of City or City's Representative comments in the absence of an express written directive to that effect.

Contractor shall submit, update, and maintain schedules as required by the Contract Documents.

The Contractor shall provide sufficient material, equipment, and labor to meet the interim milestones, Substantial Completion, Physical Completion and Completion Dates provided by the Contract Documents. The City allocates its resources to a Contract based on the total time allowed in the Contract. The Contractor may submit a schedule indicating Completion Date earlier than the end of Contract Time, but City cannot guarantee its resources will be available to meet such schedule. City shall not pay or be liable for any additional compensation if the Contractor is not able to meet a schedule that indicates a Completion Date earlier than the end of Contract Time.

Failure to schedule City furnished or installed materials and Equipment for installation on or after its planned arrival pursuant to the City's Contract with the supplier or failure to notify the City in writing of tasks dependent upon the fact or date of arrival of such City furnished materials and Equipment, constitute a waiver by Contractor of any Contract Claim arising out of or related to the timeliness of the furnishing or installation of such material and Equipment. All schedules shall allow for timely incorporation of any other's work under separate contract with City and for timely incorporation of any work

provided and installed by City. Unless otherwise expressly authorized in writing by the City's Representative, the Contractor shall integrate the schedules with the Schedule of Values and unit price items so that each construction activity is represented by a dollar value.

Float in a progress schedule belongs to the City.

Subcontractors shall review all schedules prior to submission to the City and City's Representative. At the City's option and sole discretion, City may require Contractor to obtain written acceptance of each schedule by Subcontractors as practical and feasible, as the schedule relates to Subcontractors' work.

Contractor shall not schedule any activity with an unrealistic, unduly long, or unduly short duration. Contractor shall use its best efforts in good faith to set reasonable durations for all activities. Contractor shall not attempt to "grab the Float" or make an effort to use Float in the Progress Schedule for the benefit of the Contractor, rather than the benefit of the Project. Contractor shall use its best efforts in good faith to minimize dependencies, minimize the number of critical paths, and schedule the Project to be complete as expeditiously as reasonably possible.

Contractor shall submit with each application for payment or progress pay estimate an updated progress schedule, but no less often than monthly. If requested by the City's Representative or the City, Contractor shall prepare and submit updated progress schedules from time to time that may be more frequent than monthly.

The Contractor hereby expressly agrees and acknowledges that any failure by Contractor to provide accurate, complete, current and updated schedules at least monthly constitutes a waiver of any and all claims or requests for adjustment of Contract Sum or Time that arise out of, result from, or are caused by, any Delay on the Project or scheduling of the Work. Timely submission of updated schedules at least monthly is a condition precedent to any later or subsequent Contract Claim or request for an adjustment of either Contract Sum or Time related to or arising out of time, an alleged Delay, or the schedule or sequence of Work. Similarly, the parties agree the City may withhold progress pay estimates if updated schedules are not timely submitted monthly. These remedies are cumulative and not exclusive of other remedy. The City's use of one or more of these remedies does not constitute an election or prevent the City from pursuing other remedies for this or other defaults.

No later than the pre-construction conference, Contractor shall submit a preliminary schedule ("Preliminary Schedule") for the entire Work to City's Representative and City. Contractor shall prepare such schedule in consultation with its Subcontractors.

1-08.3(2) Project Schedule Types

Delete 1-08.3(2), including its subsections, and substitute the following:

1-08.3(2) Project Schedule Requirements For Contracts Exceeding $500,000 (******)

1-08.3(2)A Scheduler

Contractor represents and warrants that it employs, or will engage prior to preparation of the Preliminary Schedule, a qualified scheduler. A "qualified scheduler" is a person who has at least five years of full time, construction project scheduling experience, who is familiar, competent, and professional in creating, maintaining, and updating time scaled and resource loaded critical path schedules. Contractor shall submit to the City the name, address, and qualifications of the qualified scheduler to the City for approval no later than the pre-construction conference.

1-08.3(2)B Baseline Schedule

The progress schedule submitted to the City's Representative and City after their review of the Preliminary Schedule shall be the Baseline Schedule. The Baseline Schedule shall be the baseline schedule against which all future schedules are compared and updated, and job progress is measured. The Baseline Schedule shall not be reset or changed without the written agreement of City's Representative and City.

1-08.3(2)C Updates

Contractor shall submit with each application for payment or progress pay estimate an updated progress schedule, but no less often than monthly. If requested by City's Representative or the City, Contractor shall prepare and submit updated progress schedules from time to time, which may be more frequent than monthly.

An updated progress schedule shall identify progress of the Project or Work to the date of submission. It shall include, but not be limited to: (1) identification of all actual start and completion dates occurring prior to the submission of the schedule; (2) comparison of actual start and completion dates to the planned start and completion dates shown on the Baseline Schedule; and (3) comparison of expected start and completion dates for work to occur after submission updated progress schedule to the planned start and completion dates shown on the Baseline Schedule. Work remaining to be completed at the end of a period for an activity should show the remaining duration required to complete that activity. The percent complete for that activity should also be shown. If during the course of construction the Contractor desires or feels it necessary to make changes in the schedule logic, these changes should be identified, highlighted, and specifically and expressly brought to the attention of the City's Representative and City along with the schedule update.

An updated progress schedule shall show changes occurring since submission of the previous updated progress schedule such as:

1. Major changes in scope;
2. Activities modified since previous submission;
3. Revised projection for construction completion, as applicable; and
4. Any other changes.

Contractor shall submit an updated progress schedule for review by the City and City's Representative, at the weekly construction meeting or as otherwise as requested by City's Representative or City. Any deviation from the Baseline Schedule shall be explained by the Contractor, including the cause and effect of the deviation. Contractor shall state in writing the corrective measures it will take to bring the progress of the Work back in line with the Baseline Schedule.

Once an actual start or completion date is stated in a submitted progress schedule, Contractor shall not change schedule without prior written agreement of the City and City's Representative.

With each submitted updated progress schedule, Contractor shall provide a written narrative report that identifies anticipated or actual deviations from the Baseline Schedule, causes of the deviations, and the impact of the deviations on the schedule and describes the corrective action taken or proposed, and its effect.

1-08.3(3) Schedule Updates

Delete 1-08.3(3) and substitute the following:

1-08.3(3) Schedule Format And Content (******)

1-08.3(3)A Schedule Format

All schedules shall be in the following form:

1. Network analysis system using the current version of Microsoft Project software (or other software acceptable to the City Representative) and the critical path method, as outlined in The Associated General Contractors of America (AGC) publication “The Use of CPM in Construction -A Manual for General Contractors.”
2. Sequence of Listings: The chronological order of the start of each activity of Work. Listings on Progress Schedule and Schedule of Values shall be the same.
3. Scale and Spacing: To provide space for notations and revisions.
4. Each schedule and update shall be provided in three (3) paper copies and one electronic copy in current Microsoft Project format (or other format acceptable to the City Representative). Paper copies shall be on a single sheet of paper and of sufficient size to allow legibility of schedule. Pieces of the schedule on separate sheets of paper that must be taped together to form schedule are not permitted. Electronic copies shall be submitted on either separate CD-ROMs or as email attachment to City’s Representative or as otherwise acceptable to the City Representative.
5. Updated Progress Schedules shall indicate progress of the Work to the date of submission by drawing a vertical line down the schedule to represent Work completed to date.

1-08.3(3)B Schedule Contents

All Progress Schedules shall:

1. Include essential sub-schedules of related activities.
2. Allow for timely incorporation of any other's work under separate contract with City.
3. Allow for timely incorporation of work provided and installed by City.
4. Include submittals to agencies required for performance of Work with sufficient, adequate, and reasonable time for review, comment and return submittals.
5. Allow for appropriate durations to complete activities that may be affected by weather during the time of year the activities are performed.
6. Identify logical connections, dependency upon preceding or succeeding activities, restraints, or constraints, planned start and completion dates, duration, actual start and completion dates, and variances.
7. Activity durations shall not exceed twenty (20) days. The activities shall be related to early and late start, early and late finish, and Float dates.

Activities listed in the Preliminary Schedule shall be included in all subsequent schedules. No activity in the Preliminary Schedule shall be deleted without prior written consent of the Representative and City.

Contractor shall notify City's Representative and City in writing and highlight the addition of all activities to the schedule after the Preliminary Schedule.

The Baseline Schedule shall be part of the Contract.

Each activity shall be identified with a number that incorporates the Specification section number.

Activities shall be consistent and identified with the Schedule of Values (if applicable) or unit prices of the bid schedule. All elements and items in the Schedule of Values or unit prices in the bid schedule shall appear in the Progress Schedules.

Contractor shall provide sub-schedules for each stage/phase of Work as required by City, City's Representative, or Subcontractor.

Contractor shall provide sub-schedules to define major portions of the entire schedule. Include long-lead-time items for Equipment and material that requires long fabrication time. Order these well in advance of required delivery time to sequence with overall construction schedule.

Each schedule shall show accumulated percentage of completion of each activity, and total percentage of Work completed, as of the date of payment application.

Contractor shall include in each schedule as activities the submission, review, and correction of Submittals, Shop Drawings, Product Data and Samples. The schedule should show:

1. The dates for Contractor's Submittals.
2. A minimum of 14 calendar days duration for City or City's Representative's review.
3. Indicate decision data for selection of finishes.
4. Show Submittal preparation, submission, review, and breakdown at a minimum. Show individual parts of major Submittals.

Contractor shall identify any and all Work furnished by City and installed by City on the construction schedule.

1-08.3(4) Measurement

Delete 1-08.3(4).

1-08.3(5) Payment

Delete 1-08.3(5) and substitute the following:

Costs incurred in performance of this Work shall be included in the contract bid items and no direct compensation shall be paid.

1-08.4 Prosecution of Work

Delete 1-08.4 and substitute the following:

1-08.4 Notice to Proceed and Prosecution of Work (******)

The City will issue a Notice to Proceed after the Contract has been executed and the Contract Bonds and evidence of insurance have been approved and filed by the City. Notice to proceed shall not be issued by the City prior to Monday, March 23rd, 2026. The Contractor shall not commence with the Work until the Notice to Proceed has been given by the City. The Contractor shall commence construction activities on the Project site within 14 calendar days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the Work to the Physical Completion Date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve

the Contractor of the responsibility to complete the Work within the time(s) specified in the Contract.

The City is not obligated to accept or pay for Work performed by the Contractor or be liable for any Delays, prior to delivery of the Notice to Proceed. The City's knowledge of Work being performed prior to delivery of the Notice to Proceed will not obligate the City to accept or pay for such Work. Contractor waives any and all Contract Claims for an adjustment of Contract Sum or Contract Time arising out of, or related to, Work it performs prior to receipt of the Notice to Proceed.

The City may allow the Contractor to perform some Work prior to issuance to the Notice to Proceed, such as shop drawings, equipment and material Submittals, or surveying and the City or City's Representative may, in its sole discretion, approve in writing such Work prior to the issuance of the Notice to Proceed.

Supplement 1-08.4 by adding the following:

1-08.4(1) Construction Progress
(******)

The Contractor shall furnish all labor, materials, facilities, and Equipment necessary to ensure the prosecution and completion of the Project within the interim milestones, Substantial Completion, Physical Completion and Completion Dates of the Contract. If Work falls seven calendar days or more behind the reviewed Preliminary Schedule, the Contractor agrees that, at its sole cost and expense, it will take all actions necessary to return the Project to the accepted schedule. These actions may include the following:

a. Increase labor in quantities and crafts.

b. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of Equipment, or any combination of the foregoing.

c. Reschedule activities.

If requested by the City's Representative, the Contractor shall prepare a proposed schedule revision demonstrating a plan to make up the lag in progress and ensure completion of the Work within the Contract Time. All actions taken to return the Project to the accepted schedule are at the Contractor's expense.

The Contractor shall pay all costs incurred by the City that result from the Contractor's action to return the Project to its accepted schedule, including, but not limited to, additional, overtime, or third party inspection, design and construction management service costs. Contractor agrees that City shall deduct such charges from payments due the Contractor. It is further understood and agreed that none of the services performed by the City's Representative in monitoring, reviewing, and reporting Project status and progress shall relieve the Contractor of responsibility for planning and managing construction Work in conformance with the construction schedule.

1-08.4(2) Special Construction Constraints
(******)

Refer to 1-08.0(2) for work hours.

Refer to 1-07.23(1) for construction under traffic and 1.07.23(1)A for general traffic requirements.

Provide notice in accordance with 8-20.3(1) of these Special Provisions to City of Everett Traffic Department before cutting induction loop wiring.

Pay particular attention to maximum length allowed between sampling points on new water main in accordance with 7-09.3(24)H FINAL FLUSHING AND TESTING.

Upon completion of pipe installation and trench backfilling to specifications, promptly restore street, driveway and sidewalk surfaces using Temporary Pavement Patch in accordance with Section 5-06.3(6) TEMPORARY PAVEMENT PATCHING and permit public use and access for City inspection activities.

Parking spaces are normally very limited in most areas of the project and the Contractor will be required to cooperate with the City in resolving parking issues. In general, businesses and residents who rely on on-street parking and are displaced by the construction shall be given priority for the nearest available parking location. The Contractor's employees may be required to park their personal vehicles away from the area of construction.

This 1-08.4(2) is not a complete list of all constraints that may be in the Contract Documents. Contractor is responsible for all constraints in the Contract Documents.

1-08.5 Time for Completion

Delete all of 1-08.5 and substitute the following:

1-08.5(1) General

The Contractor shall complete all physical Contract Work within the number of "working days" stated in the Contract Provisions or as extended by the Engineer in accordance with Section 1-08.8. Every day will be counted as a "working day" unless it is a nonworking day or an Engineer determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a whole or half day on which the Contract specifically prohibits Work on the critical path of the Contractor's approved progress schedule, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, June 19, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days.

An unworkable day is defined as a half or whole day the Engineer declares to be unworkable because of weather or conditions caused by the weather that prevent satisfactory and timely performance of the Work shown on the critical path of the Contractor's approved progress schedule. Other conditions beyond the control of the Contractor may qualify for an extension of time in accordance with Section 1-08.8.

Contract Time shall begin on the effective date of the Notice to Proceed. The Contract Documents may specify another starting date for Contract Time, in which case, Contract Time will begin on the starting date the Contract Documents specify.

Each working day shall be charged to the Contract as it occurs, beginning on the effective date of the Notice to Proceed, unless otherwise provided in the Contract Documents, until the Contract Work is physically complete. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the Contract the week before; (2) specified for the physical completion of the Contract; and (3) remaining for the physical completion of the Contract. The statement will also show the nonworking days and partial or whole day the Engineer declares as unworkable. Within 14 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor elects to work ten hours a day and four days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as

a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

The Engineer will give the Contractor written notice of the Physical Completion Date for all Work the Contract requires. That date shall constitute the Physical Completion Date of the Contract, but shall not imply the City's acceptance of the Work or the Contract.

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

1. The physical Work on the project must be complete; and
2. The Contractor shall furnish all documentation required by the Contract and required by law, to allow the City to process final acceptance of the Contract. The following documents must be received by the Engineer prior to establishing a Completion Date:
    a. Certified payrolls.
    b. Material Acceptance Certification Documents.
    c. Annual Report of Amounts Paid as MBE/WBE Participants.
    d. Final Contractor Voucher Certification.
    e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors.
    f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the City in accordance with Section 8-01.3(16)

1-08.5(2) Substantial Completion (******)

When the Contractor considers the Work to be Substantially Complete and ready for its intended use, it shall give Notice to the City's Representative. The Notice shall include an itemized list of remaining incomplete Work. If the City's Representative determines the Work is not substantially complete, it will so notify the Contractor in writing, identifying the reasons for such a determination. If the City's Representative finds the Work substantially complete, it will meet with the Contractor to (1) prepare a Punch List of incomplete items of Work; (2) define the division of responsibility between City and Contractor with respect to security, operation, maintenance, heat, utilities, insurance, and warranties; and (3) describe other issues related to acceptance of the substantially completed Work.

If the City's Representative is not an employee of the City, the City's Representative will write to the City upon reaching agreement with the Contractor, certifying that the Work is substantially complete, listing the items of incomplete Work, stating the date for completion of incomplete work, defining the division of responsibilities, and setting forth any other terms related to acceptance. In such event, the City will review the City's Representative's certification that the Work is substantially complete. If the City concurs, the City will notify the Contractor in writing that the Work is accepted as substantially complete. Except for any portion(s) of Work specified for early completion or required by the City for early possession, Substantial Completion will not occur for Work until the

entire Project is ready for possession and use. The acceptance Notice will include a Punch List of incomplete Work items and corrective Works, set the date for their completion and repair, describe the division of responsibility between the City and Contractor, and describe other terms of acceptance. The Contractor will acknowledge receipt of the acceptance Notice in writing, indicating acceptance of all of its terms and provisions.

Subsequent to the Substantial Completion date, the City may exclude the Contractor from the Work during such periods when construction activities might interfere with the intended operation of the Project. The City, however, shall allow the Contractor reasonable access for completion or correction of incomplete Punch List items.

1-08.5(3) Acceptance of Work
(******)

Upon completion of the Project, including, but not limited to, record drawings, as-builts, required reports and operations and maintenance manuals, the Contractor shall so notify the City's Representative in writing. Upon receipt of the notification, the City's Representative will promptly, by personal inspection, determine the actual status of the Work in accordance with the terms of the Contract. If the City's Representative finds materials, Equipment, or workmanship that do not meet the terms of the Contract, it will prepare a Punch List of such items and submit it to the Contractor. Following completion of the corrective work by the Contractor, the City's Representative will notify the City that the Work has been completed in accordance with the Contract. The City shall make the final determination of acceptability and completion. For portions of the Project not previously accepted as substantially complete, the conditions of guarantee shall commence on the date that the City determines the Project is complete.

1-08.6 Suspension of Work

Delete 1-08.6 and substitute the following:

The Engineer may order suspension of all or any part of the Work if:

1. Unsuitable weather prevents satisfactory and timely performance of the Work; or
2. The Contractor does not comply with the Contract; or
3. It is in the public interest.

When ordered by the Engineer to suspend or resume Work, the Contractor shall do so immediately.

If the Work is suspended for reason (1) above, the period of Work stoppage will be counted as unworkable days. But if the Engineer believes the Contractor should have completed the suspended Work before the suspension, all or part of the suspension period may be counted as working days. The Engineer will set the number of unworkable days (or parts of days) by deciding how long the suspension delayed the entire project.

If the Work is suspended for reason (2) above, the period of Work stoppage will be counted as working days. The lost Work time, however, shall not relieve the Contractor from the Contract responsibility.

If the performance of all or any part of the Work is suspended, delayed, or interrupted for an unreasonable period of time by an act of the City in the administration of the Contract, or by failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), the Engineer will make an adjustment for increases in the cost or time for the performance of the Contract (excluding profit) necessarily caused by the suspension, delay, or interruption. However, no adjustment will be made for suspensions, delays, or interruptions if (1) the performance would have been suspended, delayed, or

interrupted by other causes, including the fault or negligence of the Contractor, or (2) an equitable adjustment is provided for or excluded under another provision of the Contract.

If the Contractor believes that the performance of the Work is suspended, delayed, or interrupted for an unreasonable period of time and such suspension, delay, or interruption is the responsibility of the City, the Contractor shall immediately submit a written Notice to the Engineer within 14 calendar days of the start of the suspension delay or interruption requesting an equitable adjustment. No adjustment shall be allowed for costs incurred more than 14 calendar days before the date the Engineer receives the Contractor's written Notice. The Engineer will issue a Written Determination to the Contractor and adjust payment and time in accordance with this section, if warranted. If the Contractor does not agree with the Written Determination, then the Contractor may pursue remedies in accordance with Section 1-04.5 and Section 1-09.11. The Contractor shall keep full and complete records of the costs and additional time of such suspension, delay, or interruption and shall permit the Engineer to have access to those records and any other records as may be deemed necessary by the Engineer to assist in evaluating the Notice.

The Engineer will determine if an equitable adjustment in cost or time is due as provided in this section. The equitable adjustment for increase in costs, if due, shall be subject to the limitations provided in Section 1-09.4, provided that no profit of any kind will be allowed on increases in costs caused by the suspension, delay, or interruption.

Request for extensions of time will be evaluated in accordance with Section 1-08.8.

The Engineer's determination as to whether an adjustment should be made will be final.

By failing to follow procedures of Section 1-04.5 and Section 1-9.11, the Contractor completely waives claims for protested Work.

1-08.6(1) Suspension Procedures (******)

The City may, at its convenience and at any time and without cause, suspend all or any part of the Work by notice in writing to the Contractor. The Contractor will be allowed an increase in the Contract Sum or an extension of Contract Time, or both, directly attributable to any suspension in accordance with the Change Order procedures in these Special Provisions; provided, (1) the Contractor shall not be entitled to any increase to the extent caused by the Contractor and (2) Contract Sum increases and Contract Time extensions for suspension caused by Third Parties or Force Majeure Events are limited as set forth in 1-09.11A(3)D THIRD PARTY CAUSED DELAYS AND FORCE MAJEURE. The Contractor shall resume the Work within five (5) calendar days after receiving written notice from the City to do so.

1-08.7 Maintenance During Suspension

Delete all of 1-08.7 and substitute the following:

Before and during any suspension (as described in Section 1-08.6) the Contractor shall protect the Work from damage or deterioration. Suspension shall not relieve the Contractor from anything the Contract requires unless this Section states otherwise.

At no expense to the City, the Contractor shall provide through the construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public use during suspension, as required in 1-07.23 PUBLIC CONVENIENCE AND SAFETY. This may require a temporary road or detour.

If the Engineer determines that the Contractor failed to pursue the Work diligently before the suspension, or failed to comply with the Contract or orders, then the Contractor shall maintain the temporary roadway, sidewalk, and path in use during suspension. In this case, the Contractor shall bear the maintenance costs. If the Contractor fails to maintain

the temporary roadway, sidewalk, and path the City will do the Work and deduct all resulting costs from payments due to the Contractor.

If the Engineer determines that the Contractor has pursued the Work diligently before the suspension, then the City will maintain the temporary roadway, sidewalk, and path (and bear its cost). This City-provided maintenance work will include only routine maintenance of:

1. The Traveled Way, Auxiliary Lanes, Shoulders, detour surface, sidewalks, and paths,
2. Roadway drainage along and under the traveled Roadway, sidewalk, path or detour, and
3. All barricades, signs, and lights needed for directing traffic through the temporary Roadway, sidewalk, path or detour in the construction area.

The Contractor shall protect and maintain all other Work in areas not used by traffic. All costs associated with protecting and maintaining such Work shall be the responsibility of the Contractor except those costs associated with implementing the TESC Plan according to Section 8-01.

After suspension during which the City has done the routine maintenance, the Contractor shall accept the traveled Roadway, sidewalk, path or detour as is when Work resumes. The Contractor shall make no claim against the City for the condition of the Roadway or detour.

After any suspension, the Contractor shall resume all responsibilities the Contract assigns for the Work.

1-08.8 Extensions of Time

Delete the second paragraph of 1-08.8 and replace with:

In evaluating requests for time extension, the Engineer will consider how well the Contractor used the time from Contract execution up to the point of the delay and the effect the delay had on any completion times included in the Special Provisions. The Engineer will evaluate and issue a Written Determination.

Delete the final two sentences of 1-08.8 and replace with:

If the Contractor does not agree with the Engineer's Written Determination, the Contractor shall provide Notice in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5 and Section 1-9.11, the Contractor completely waives claims for protested Work.

Supplement 1-08.8 by adding the following:

Any requests for extensions in Contract Time, whether resulting from Extra Work directed by the City or not, shall be accompanied by an analysis of schedules using the critical path method. This analysis shall include an updated schedule, an as-planned schedule, an as-built schedule, a but-for schedule, and narrative explaining the alleged causes, schedule impacts and all costs related to or arising out of the proposed extension. Any requests for extensions of Contract Time by the Contractor shall be submitted in accordance with these Contract Documents. If a request combined with previous extension requests, equals 20 percent or more of the original Contract Time then the Contractor's letter of request must bear consent of Surety if so required by the City. Extensions of Contract Time will be granted only as provided in the Contract Documents and to the extent that affected critical activities exceed the Total Float time along the affected paths of the reviewed Preliminary Schedule at the time the change was authorized in writing by the City. Contractor has the

burden of clearly and convincingly demonstrating entitlement to any adjustment of Contract Time.

If the City is solely responsible for any Delay to Substantial Completion, Physical Completion, Completion Date, or Final Acceptance, the Contractor shall only be entitled to compensation or other damages as described in 1-09.11A REMEDIES, provided that Contractor timely gave Notice pursuant to 1-04.5 NOTICE BY CONTRACTOR, timely submitted a Contract Claim pursuant to 1-09.11(2) CONTRACT CLAIMS and fulfilled the requirements of 1-08.3 PROGRESS SCHEDULE.

1-08.9 Liquidated Damages

Revise the second and third paragraphs of 1-08.9 to read as follows:

Accordingly, the Contractor agrees:

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

Liquidated Damages Formula
LD=0.15C/T

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

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

1-08.10 Termination of Contract

1-08.10(1) Termination for Default

Delete all of 1-08.10(1) and substitute the following:

The City may terminate the Contract upon written notice to Contractor and its Surety whenever the Contractor is deemed to be in default or fails to fulfill, in a timely and proper manner, one or more Contract obligations, or is in violation of any provisions or covenants of the Contract. Termination shall be effective upon Contractor's and Surety's receipt of such notice

For purposes of this section, the Contractor shall be deemed to be in default upon the occurrence of one or more of the following events:

1. If Contractor is bankrupt or insolvent.
2. If Contractor makes a general assignment for the benefit of creditors.

3. If a trustee or receiver is appointed for Contractor, or for any of Contractor's property.
4. If Contractor files a petition to take advantage of any debtor's law, or to reorganize under any bankruptcy chapter or law.
5. If Contractor repeatedly fails to make prompt payments to subcontractors or others for labor, materials, or Equipment.
6. If Contractor disregards laws, ordinances, rules, regulations, or orders of public bodies having jurisdiction.
7. If Contractor disregards the authority of the City or City's Representative.
8. If Contractor substantially violates the provisions of the Contract Documents or fails, neglects, or refuses to proceed in compliance with the provisions of the Contract Documents.
9. If the Contractor made material misrepresentations to the City with respect to: (a) its qualifications or those of its subcontractors; (b) its or its subcontractors' ability to perform the Work in a timely, workmanlike manner; (c) the materials installed or to be installed; or (d) progress pay estimates.
10. If Contractor fails to supply sufficient skilled workers or suitable materials or equipment.
11. If Contractor refuses or fails to prosecute the Work with such diligence as will ensure its Physical Completion within the original Physical Completion time and any extensions of time which may have been granted to the Contractor by change order or otherwise.
12. If Contractor disregards laws, ordinances, rules, codes, regulations, orders, or similar requirements of any public entity having jurisdiction.
13. If Contractor performs Work which deviates from the Contract.
14. If Contractor otherwise violates in any material way any provisions or requirements of the Contract.

After termination of the Contractor for default, the City may transfer performance of the Work to the Contractor's Surety or elect to prosecute to completion by contract or otherwise.

If the City chooses to provide such sufficiency of labor or materials as required to complete the Work, the City may exclude the Contractor from the site and take possession of the Work and all of the Contractor's tools, appliances, owned or rented construction equipment, and machinery at the site and use the same to the full extent they could be used by the Contractor. The City may incorporate in the Work all materials and Equipment stored at the site or for which the City has paid the Contractor, but which are not yet on site. In such case, the Contractor will not be entitled to receive any further payment until the Work is finished. At the City's sole option, Contractor shall assign and transfer any contractual rights to material and Equipment to be installed, incorporated, or used in the performance of the Work. City shall credit Contractor for the reasonable fair market rental value of any and all Contractor owned equipment for so long as retained and used by the City. City shall credit Contractor for all materials and supplies on site or on order, but not yet paid for by City, provided that ownership is transferred and assigned to the City and the materials and supplies conform to the requirements of the Contract Documents.

If the unpaid balance of the Contract Sum exceeds the direct and indirect cost of the completed Work, including construction management services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the City. Such costs incurred by the City will be verified by the City's Representative and incorporated into a Change Order, but in finishing the Work, the City may negotiate for materials, Equipment, and services to complete the Work and will not be required to obtain the lowest figure for Work performed.

Where the Contractor services have been so terminated by the City, the termination shall not affect rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the City will not release the Contractor from liability.

In exercising the City's right to prosecute the Physical Completion of the Work, the City shall have the right to exercise its sole discretion as to the manner, method, and reasonableness of the costs of completing the Work. In the event that the City takes Bids for remedial Work or Physical Completion of the project, the Contractor shall not be eligible for the Award of such Contracts.

If the City terminates this agreement for default, and it is thereafter determined that the Contractor had not so failed to perform its obligations or defaulted in any way, the termination shall then be deemed to have been made for the convenience of the City pursuant to 1-08.10(2) TERMINATION FOR PUBLIC CONVENIENCE. In that event, any adjustment of Contract Sum shall be in accordance with the Contract Documents.

The Contractor covenants and agrees that in the event suit is instituted by the City for any default on the part of the Contractor and the Contractor is adjudged by court of competent jurisdiction to be in default, the Contractor shall pay to the City all costs, expenses expended or incurred by the City in connection therewith.

1-08.10(2) Termination for Public Convenience

Delete all of 1-08.10(2) and substitute the following:

Without prejudice to any other remedy it may have under law or the provisions of the Contract, or both, the City may terminate this Contract for convenience, with or without cause, in whole or in part, at any time by giving written Notice to the Contractor. Termination will be effective upon receipt of such Notice by the Contractor. The Contractor shall immediately discontinue work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs.

In the event of termination for convenience, the Contractor shall be compensated as provided in 1-09.5 DELETED OR TERMINATED WORK. The Contractor will be entitled to no further payments whatsoever for the Work.

In the event of a breach or default by the Contractor, City may, at its sole option, terminate this Contract in whole or in part for convenience as provided herein. The City may pursue any and all contractual, legal and equitable remedies for such breach or default. Absent an express written agreement to the contrary, a termination for the City's convenience shall not be deemed a waiver or release of any rights by the City nor shall the City be estopped from any legal or equitable remedies that may be appropriate.

Supplement 1-08.10 by adding the following:

1-08.10(6) Termination by Contractor after Suspension (******)

If the Work has been wholly suspended pursuant to 1-08.6 SUSPENSION OF WORK for more than 90 calendar days as measured from the date of the Notice to suspend, then the Contractor may terminate this Contract by providing City with 14 calendar days' Notice that the Contractor shall deem the Contract to be terminated if the City does not provide Contractor with notice to resume Work within those 14 calendar days. Such termination shall be treated as a termination for the City's convenience pursuant to 1-08.10(2) TERMINATION FOR PUBLIC CONVENIENCE.

1-08.10(7) Contractor Obligations upon Termination (******)

On receipt of notice of termination, the Contractor shall immediately discontinue the Work but shall do such Extra Work as may be ordered by the City's Representative or City to safeguard the Work then completed and the materials and Equipment then delivered to the site of the Work and to leave the Work in a safe and useful condition. Payment for this Extra Work will be made in accordance with 1-09.4 EQUITABLE ADJUSTMENT.

1-08.10(8) Ownership of Materials upon Termination (******)

As of the termination date, whether effected by the City or Contractor as provided herein, all the Contractor's right, title, and interest in and to materials ordered by the Contractor prior to termination, whether or not they have been delivered to the site of Work, shall be vested in the City, and the Contractor shall, upon demand of the City, execute and deliver to the City all requisite bills of sale, assignments, and other documents of transfer that may be necessary to give effect to the intention of the termination procedures set forth above.

1-08.10(9) Opportunity to Cure (******)

If the Contractor has not already had an opportunity to cure the default or breach the City shall specify the default or breach and may provide a reasonable period of time to allow the Contractor to cure the default or breach. The notice of termination will state the time period, if any, in which cure is permitted and other conditions as the City, in its sole judgment, shall deem appropriate. If (1) a time period is so provided and if Contractor fails to remedy the breach or default or any of the terms, covenants, or conditions of this Contract to the City's satisfaction within the time period specified or (2) no time period is provided, then the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

1-08.10(10) Waiver of Remedies for Any Breach (******)

In the event that the City elects to waive its remedies for any breach by Contractor or any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term covenant, or condition of this Contract.

1-08.10(11) Possession and Use of Completed Portions of the Work (******)

The City shall have the right to take possession of and use completed or partially completed portions of the Work even though the time for completing the Work for such portions may not have expired. Operations and maintenance costs of use of such work will be borne by the City. Such possession and use shall not be deemed as acceptance of the Work. If such prior possession or use increases the cost of the Work, the Contractor may be entitled to request extra compensation by giving Notice and following the procedures of 1-04.5 NOTICE BY THE CONTRACTOR and 1-09.11 DISPUTES AND CLAIMS within five calendar days of each occurrence. The Contractor shall not submit a Contract Claim for possession by the City of portions of the Work specifically required in the Contract Documents to be placed into use or operation or both before completion of the entirety of the Work.

1-08.10(12) Possession of Incomplete Portions of the Project (******)

Should the Contractor fail to meet any date specified for Substantial Completion or Physical Completion of Work or any portion of Work requiring early possession and use by the City, the City may, after a 14 calendar day Notice to the Contractor, take over such portion or any Work that is behind schedule. In such case, the City's Representative will prepare a list of incomplete Work taken over by the City. The cost of City's work will be charged to and deducted from amounts due to the Contractor. The Substantial Completion date of the entire or a portion of the Project will be established as the date when the City actually begins using the Project or portion of the Project for its intended purpose. Division of responsibilities between City and Contractor, beginning of warranties, and any other issues relating to Substantial Completion shall be as specified in 1-08.5(2) SUBSTANTIAL COMPLETION.

Supplement Section 1-08 by adding the following:

1-08.11 Record Drawings (******)

1-08.11(1) Description

This section specifies the requirements for preparing record drawings. The Contractor, with the cooperation and assistance of the City Inspector, is responsible for marking up record drawings during the course of construction. The Contractor shall keep the record drawings up to date at all times during the course of construction.

The Inspector will verify the record drawings are accurate and complete before accepting the Contractors monthly pay request. If the record drawings are not current or accurate, the pay request will not be processed.

As the Contract approaches Final Acceptance, prepare, with the assistance of the Inspector, a complete and accurate set of record drawings. The Inspector must approve the record drawings prior to Final Acceptance. Final Acceptance will not be issued until the City accepts the record drawings.

1-08.11(2) Recording Changes

As a minimum, record the following items on the record drawings:

a. Actual dimensions, arrangement and materials used when different than shown on the Plans.

b. Changes made by Change Order or Field Order.

c. Changes made by the Contractor.

d. Horizontal and vertical locations of underground utilities and appurtenances, shall be referenced to monumentation. The monumentation shall be based on NAD 83-91 for Horizontal Datum and NAVD 88 for Vertical Datum.

e. Any changes in centerline profile and curb & gutter (top of curb), offsets and elevations.

f. Details, Equipment, or materials used that were not shown on the original Plans.

g. The actual arrangement and routing of conduit, embedded conduit, raceways and piping relative to its location and proportioned to other work. The location needs to be dimensioned on the record drawings.

h. Contractor prepared piping schematics and diagram drawings representing the Equipment orientation.

i. Final location of all surface and subsurface improvements.

j. Record on the drawings the location of all field run materials.

k. All shoring systems left in place at the end of construction.

Contractor shall accurately show existing underground items including, but not limited to, piping, manholes, pull boxes, conduit, direct buried wire, foundations, equipment and obstructions found during construction on the record drawings. Note on the record drawings the actual size of all utilities and structures and types of material used. Locate all record drawing items by survey coordinates or dimensioned off NAD 83-91 for Horizontal Datum and NAVD 88 for Vertical Datum. Minimum requirements for accuracy are specified in the following chart.

Description	Horizontal Location	Elevation	Notes
Gravity sewer and drain lines	Coordinates, stations, and offsets 0.1 ft.	I.E. 0.01 ft.	Recalculate actual slopes. All inverts in manholes. All angle changes.
Forcemains, watermains and transmission lines	Coordinates and stations 0.1 ft.	I.E. 0.1 ft.	Record all angle points and finished ground elev. Above the invert elev.
All other items, incl. Electrical and Structural	0.1 ft.	0.1 ft.	Show dimensions on record drawings.

Use red pen or pencil to make changes on the record drawings. Notations are to be neat, legible, clear, and concise.

Record information concurrently with the progress of construction. Conceal no work until the required information is verified and recorded.

1-08.11(3) Payment

Payment for Bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

1-09 MEASUREMENT AND PAYMENT

1-09.1 Measurement of Quantities

Supplement 1-09.1 by adding the following:

Measurement by the Ton: Where items are specified to be paid for by the ton it will be the Contractor's responsibility to see that a certified weight ticket is given to the City's Inspector on the Project at the time of delivery of materials for each truckload delivered. Pay quantities will be prepared on the basis of certified weight tickets delivered to the City's Inspector at time of delivery of materials. Tickets not received by the City's Inspector on day of delivery will not be honored for payment.

1-09.3 Scope of Payment

Supplement 1-09.3 by adding the following:

1-09.3(1) Schedule of Values
(******)

The Contractor shall submit a Schedule of Values in accordance with 1-08.0(1) PRE-CONSTRUCTION CONFERENCE. If the Project contains Unit Price Work, in whole or in part, then the Schedule of Values for that portion of the Work shall also be based on unit prices. If the Proposal Form calls for a lump sum price, in whole or in part, then the Schedule of Values shall: reasonably allocate the Contract Sum among the various portions of the Work; be complete; be organized to include detailed breakdown of each major unit of the Work; be organized to correspond to Contractor's schedule; break down the Contract Sum showing the value assigned to each part of the Work; include an allowance for profit and Overhead; include Unit Price Work, if and to the extent indicated on the Proposal Form; be so organized as to facilitate assessment of Work and payment of Subcontractors; and be balanced. To the greatest extent possible, the breakdown shall use the same tasks or units as the Contractor's schedule. Contractor shall provide documentation substantiating the cost allocation if asked by the City's Representative. Upon acceptance of the Schedule of Values by the City's Representative, it shall be used as a basis for all requests for payment.

1-09.4 Equitable Adjustment

Supplement 1-09.4 by adding the following:

Other means to establish the reasonable cost of the Work not defined by unit prices include, and is not limited to, 1-09.6 FORCE ACCOUNT, the Schedule of Values, or estimating manuals.

1-09.4(1) General
(******)

The following shall apply in determining the amount of an equitable adjustment of Contract Sum:

1. Except as otherwise expressly provided, Contractor will only be paid for costs it clearly and convincingly proves it actually and directly incurred, and shall not include consequential or indirect damages not otherwise expressly permitted by the Contract Documents. Costs and damages for which the City shall not be liable under any circumstances include, but are not limited to: (a) borrowing or interest costs, charges, or expenses of Contractor; (b) alleged lost profit or overhead on any other project; and (c) Contractor's failure or inability to obtain other work.

2. No Contract Claim for adjustment of Contract Sum or additional compensation for extra, affected, impacted or inefficient work will be allowed where the Contractor does not keep and maintain contemporaneous, complete and

accurate time records for labor and equipment and contemporaneous, complete and accurate records for materials and where such records do not contemporaneously segregate and allocate by time, location and Work the time and costs for each item or element of such Work. Contractor's failure to keep and maintain such records constitutes a waiver of any Contract Claim or request by the Contractor for adjustment of Contract Sum for such costs or event.

3. To the extent the Contractor is entitled to an adjustment of Contract Sum due to any Delay or extension of Contract Time, Contractor shall be compensated as provided in 1-09.11A REMEDIES. Such compensation shall be full, adequate, and complete compensation for all direct, indirect, cumulative, inefficiency, impact and ripple costs causing, arising out of, or relating to such Delays or extension.
4. Contractor and City agree that compensation to the Contractor for a Contract Claim shall not exceed the Contractor's costs based upon Force Account as described in 1-09.6 FORCE ACCOUNT. Contractor waives, releases, and agrees not to submit any request for adjustment of Contract Sum or Contract Claim based upon a "total cost" or "modified total cost" calculation, in whole or in part, but instead agrees that any and all requests for compensation shall be based upon accurate, complete and contemporaneous cost records that segregate and allocate costs (a) between base Contract work and the Work for which additional compensation is sought and (b) between each item of Work for which additional compensation is sought. Claims for inefficiency shall only be based and calculated by a comparison of productivity of similar Work performed in an unaffected or least affected area of the Project.
5. No claim for consequential damages of any kind will be allowed.

1-09.4(2) Unabsorbed and Extended Overhead (******)

Any Extended or Unabsorbed Overhead to which the Contractor may be entitled shall be calculated using the Eichleay formula by:

1. Determining the pro-rata amount of Overhead allocable to the subject project. This is accomplished by multiplying Overhead costs by the ratio of the subject project's billings to the Contractor's overall billings during the overall period of the subject Project's performance. The result is "Allocable Overhead." Any additional and unresolved direct cost claims presented by the Contractor concurrently with any request for Extended and/or Unabsorbed Overhead shall not be included in determining the ratio of the subject Project billings to overall Contractor billings for the period of project performance.
2. Determining the daily amount of Allocable Overhead for the subject Project. This is accomplished by dividing the Allocable Overhead for the subject Project by the number of days, (as contractually defined) of Contract performance. The result is the Daily Rate of Allocable Overhead.
3. Determining the gross amount of potential additional compensation for Home Office Overhead due to the project extension. This is accomplished by multiplying the Daily Rate of Allocable Overhead by the number of days of project extension caused solely by the City. This results in the Gross Amount of Additional Home Office Overhead Compensation.
4. Adjusting the Gross Amount of Additional Home Office Overhead Compensation for any additional contribution for Overhead received by the Contractor on any Change Orders that are being presented and resolved

concurrently with the subject calculation for Unabsorbed and/or Extended Home Office Overhead. The necessary adjustment would be to reduce the Gross Amount of Additional Home Office Overhead Compensation by any additional compensation for Overhead included in any direct cost claims being resolved concurrently with any claim for Extended and/or Unabsorbed Home Office Overhead.

Contractor shall not receive compensation for cost of use of equity capital.

Supplement 1-09.4 by adding the following:

1-09.4(3) COVID-19 Equitable Adjustments

Contractor's Bid includes all costs necessary for the duration of the Work for compliance with COVID-19 Requirements. Contractor's Bid takes into account that COVID-19 Requirements may create direct and indirect costs, including inefficiency and Delay.

Contractor shall have no entitlement to an equitable adjustment or other increase to the Contract Sum for any direct or indirect costs (including without limitation Delay, cumulative impact, inefficiency, or ripple costs) incurred by the Contractor to comply with the COVID-19 Requirements.

1-09.5 Deleted or Terminated Work

Delete the first paragraph, beginning with "The Engineer may delete," and the second paragraph, beginning with "Payment for completed items," and substitute the following:

The City's Representative may delete Work as provided in 1-04.4 CHANGES or may terminate the Contract in whole or part as provided in 1-08.10(2) TERMINATION FOR PUBLIC CONVENIENCE. When the Contract is partially terminated for the City's convenience, the partial termination shall be treated as a deductive Change Order for payment purposes under this section.

Payment for completed items will be at contract unit prices or pursuant to the Schedule of Values.

Delete the fourth paragraph, beginning with "Contract time shall be," and the fifth paragraph, beginning with "Acceptable materials ordered by," and substitute the following:

Acceptable materials ordered by the Contractor prior to the date the Work was terminated or deleted will either be purchased from the Contractor by the City at the actual cost and shall become the property of the City, or the City will reimburse the Contractor for the actual costs of returning these materials to the suppliers.

If Contractor disagrees with the adjustment of Contract Sum determined by the City's Representative, Contractor may submit a Contract Claim for the difference between the amount determined by the City's Representative and the amount sought by the Contractor.

Contractor shall not be entitled to any anticipated profits on deleted, terminated, or uncompleted Work.

1-09.6 Force Account

Supplement 1-09.6 by adding the following:

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

1-09.7 Mobilization

Supplement 1-09.7 by adding the following:

1. Construction Identification Signs: Upon commencement of Work, the Contractor shall furnish and erect two Project/Construction Identification Signs in accordance with COE Standard Drawing No. 714, one at each end of each work area at Engineer approved locations.
    a. Contractor shall provide sign painting, lettering, and detailing by a professional sign maker with Engineer approval prior to placement on job site.
    b. Contractor shall provide a Project Information Sign for each of the two Project/Construction Identification Signs. Attach Project Information Sign to the surface of the sign face in accordance with COE Standard Plan No. 714. The Construction Identification Sign shall contain the following three lines of information that the Engineer will provide:

        PROJECT NAME:
        PROJECT FUNDING:
        PROJECT COST:

    c. Contractor shall maintain signs and sign frames in a clearly legible condition throughout the progress of the Work and shall completely remove signs upon project completion. Deliver signs to the City's storage area for future City use.
    d. No separate payment for Project/Construction Identification Signs will be made. All costs associated with this item shall be merged with the unit contract price for “Mobilization.”
2. Engineer's Field Office: The Contractor shall provide an office for the use of the Engineer that may be in conjunction or attached to the Contractor's field office. Sanitary facilities shall be nearby. The location of the office shall be adjacent to the project and at a location acceptable to the Contractor and the Engineer. The office shall be equipped with a desk, layout table, chairs and telephone and suitable lighting, air conditioning and heating. A telephone shall be installed for the sole use of the Engineer. It shall be a separate unit with a different telephone number than the Contractor's phone. Mutually agreeable measures for the security of the office shall be arranged between the Contractor and Engineer. The Engineer's office shall be on-site, connected to all utilities, and fully prepared for occupancy prior to release of the first warrant to the Contractor.
    a. All costs for the Engineer's office, including telephone service for local calls only, shall be borne by the Contractor and shall be included in the mobilization cost.

1-09.9 Payments

Delete 1-09.9 and substitute the following:

1-09.9 Payments to Contractors (******)

1-09.9(1) Progress Payments

Contractor shall submit progress payment estimate for completed Work and material on hand based upon acceptable Work performed during the previous period, or since the last partial payment estimate was submitted. Submit progress payment estimate to City’s Representative by the tenth day of each month, or by schedule mutually agreed upon in writing by the Contractor and City’s Representative at the Pre-Construction Conference. Contractor shall make initial progress estimate not later than 30 days after the Work

begins. Make successive progress estimates every 4-week thereafter until the Completion Date.

Progress estimates made during progress of the Work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

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

1. Unit Price Items in the Proposal Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Proposal Form — the estimated percentage complete multiplied by the Proposal Forms amount for each Lump Sum Item, or per the schedule of values for that item.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

1. Retainage in accordance with 1-09.9(6) RETAINAGE,
2. The amount of Progress Payments previously made, and
3. Funds withheld by the City for disbursement in accordance with the Contract Documents.

Progress payments for Work performed shall not be evidence of acceptable performance or an admission by the City that any Work has been satisfactorily completed.

Payments will be made by warrants, issued by the City's fiscal officer, against the appropriate fund source for the Project. Payments received on account of Work performed by a Subcontractor are subject to the provisions of RCW 39.04.250.

Contractor's submission of a progress pay estimate constitutes the Contractor's material representation that Contractor performed all of the Work described in the progress pay estimate during the relevant time period in a conformance with these Plans and Specifications and that the materials or Equipment for which payment is requested reasonably conform to the Specifications and are either on the job site or have been installed. If requested by the City's Representative, provide additional data as may be reasonably required to support the payment estimate. Additional data may include, but not be limited to, satisfactory evidence of payment for Equipment, materials, and labor, including payments to Subcontractors and suppliers. Certified invoices by the suppliers shall accompany a request for payment for delivered Equipment and material. Such Equipment and material shall be suitably and safely stored at the site of the Work. Payment requests shall summarize accepted operating and maintenance material with request for Equipment payment.

A progress payment is preliminary only. By making a progress payment, the City does not waive or release its right, nor is it estopped from asserting, that previous progress payments were not earned or were in error, whether in whole or in part.

1.09.9(2) Review Procedures

The City's Representative will review the estimate and either indicate in writing to the City his or her concurrence with the estimate and his or her recommendation that payment be made, or indicate in writing to the Contractor his or her reasons for not

concurring with the estimate. If the City's Representative recommends payment and the City concurs, the City will pay the Contractor a progress payment on the basis of the approved partial payment estimate, less retainage and any amounts the City may withhold pursuant to Contract or law. The recommendation of the City's Representative is not conclusive, final, or binding upon the City.

In the event the City's Representative does not concur with the estimate, the Contractor may make the changes necessary to obtain the City's Representative's concurrence and resubmit the partial payment estimate, or submit the original progress payment estimate directly to the City, indicating in writing its reasons for refusing to make the changes necessary to obtain concurrence.

1-09.9(3) Withholding Payment

The City's Representative may refuse to recommend the whole or any part of any payment if in the City's Representative's opinion it would be incorrect to make such recommendation to the City. The City's Representative may also refuse to recommend any such payment, or because of subsequently discovered evidence or the result of tests, may nullify any such payment previously recommended to such extent as may be necessary in the City's Representative's opinion to protect the City from loss as a result of:

1. Defective or damaged Work.
2. A deductive Change Order.
3. Persistent failure of the Contractor to perform the Work in accordance with the Contract Documents, including failure to maintain the progress of the Work in accordance with the construction schedule. Persistent failure to maintain the progress of the Work shall mean that for a period of two consecutive months following a written notice from the City's Representative or City, the Contractor fails to correct a behind-schedule condition at a rate that would reasonably indicate that it will finish the Project on schedule.
4. Disregard of authority of the City or City's Representative or the laws of any public body having jurisdiction.
5. Liquidated damages.
6. Misrepresentation of the quality of materials or Equipment installed or amount of Work performed.
7. Discovery that a previous pay estimate erred with respect to the amount of Work performed or Equipment or materials installed, irrespective of the City's Representative's recommendation at the time of the progress pay estimate.

The City may refuse to make payment of the full amount recommended by the City's Representative because of Contract Claims made against the City on account of Contractor's performance or furnishing the Work or because of liens filed in connection with the Work or other set offs entitling City to reduce the amount recommended. In such case, the City shall give Contractor prompt written notice with copy to the City's Representative stating the reasons for each action.

1-09.9(4) Final Payment Procedure

Upon receipt of Contractor's written Notice that the Work is ready for final inspection and acceptance and upon receipt of a Final Contract Voucher Certification, the City's Representative will inspect the Work. If the City's Representative finds the Work acceptable under the Contract Documents and the Contract fully performed and if the Contractor has signed a Final Contract Voucher Certification, the City's Representative will issue a final Certificate for Payment. The Certificate for Payment will state that to the

best of the City's Representative's knowledge, information and belief, the Work appears to have been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.

Final payment shall not become due until the Contractor submits to the City's Representative the following;

1. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible or encumbered, less amounts withheld by City, have been paid or otherwise satisfied,
2. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 calendar days' prior written Notice has been given to the City,
3. a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
4. consent of Surety, if any, to final payment,
5. request to Sublet Work Agreements for all Subcontractors,
6. certified payrolls from the Contractor and all Subcontractors,
7. "Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid" from Contractor and each Subcontractor filed with the City and the Department of Labor and Industries,
8. Certification of Use or Deferred Sales Tax Paid or both, and
9. if required by the City, other data establishing payment or satisfaction of obligations, including, but not limited to, receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the City. If a Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Prior estimates and payments, including those relating to Extra Work or Work omitted, will be subject to correction by the final payment.

If, after Physical Completion of the Work, Final Acceptance thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Acceptance, and the City's Representative so confirms, the City may, upon application by the Contractor and certification by the City's Representative, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of Surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the City's Representative prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Acceptance of final payment by the Contractor, a Subcontractor or material or Equipment supplier shall constitute a waiver of Contract Claims by that payee, except those Contract Claims previously timely and completely submitted that remain pending at the time of final payment, provided that Contractor specifically so notifies the City in writing prior to the City making such final payment. Payment by the City shall not release the Contractor or its Surety from any obligation under the Contract or under the payment and performance bond.

Upon completion of all Work and after final inspection, the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification signed by the Contractor. Such voucher shall be deemed a release of all claims of the Contractor unless a claim is filed in accordance with the requirements of 1-09.11 DISPUTES AND CLAIMS and is expressly excepted from the Contractor's Certification on the Final Contract Voucher Certification.

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

1-09.9(5) Back Charges to Contractor

The Contractor shall pay the City on demand everything charged to it under the terms of this Contract. Such charges may be deducted by the City from money due or to become due to the Contractor under the Contract. The City may recover such charges from the Contractor or from its Surety.

Contractor agrees to pay the costs of overtime or excessive inspection and observation costs incurred by the City. Overtime inspection shall include inspection required during Saturdays, Sundays, City holidays and weekdays in excess of 40 hours per week or outside of normal working hours and inspections or observations that result in an inspector or observer working more than 40 hours in a week. Costs of such overtime or excessive inspection or observation include architecture, engineering, construction management services, inspection, general supervision, and overhead expenses that are directly chargeable to the overtime or excessive work. Contractor agrees that City will deduct such charges from payments due the Contractor. In the event the City issues a Change Order requiring the Contractor to work in excess of the established schedule of working hours, the City will not charge the Contractor for associated inspection costs.

The Contractor shall compensate the City for the actual costs of engineering, inspection, general supervision, right-of-way costs, permit fees, overhead expenses, and any other ascertainable direct costs to the City that are directly chargeable to the Work and that accrue during the period of such extension. The actual costs do not include charges for final inspection and preparation of the final payment by the City.

1-09.9(6) Retainage

Pursuant to RCW Chap. 60.28, a sum of five percent of the monies earned by the Contractor will be retained from progress estimates. In addition to protecting the interests of those identified in RCW Chap. 60.28, such retainage will be used as a trust fund for the protection of the City.

At the option of the Contractor, monies retained under the provisions of RCW 60.28 will be:

1. Retained in a fund by the City, or
2. Deposited by the City in an interest-bearing escrow account in a bank, mutual saving bank, or savings and loan association. Interest on monies so retained shall be paid to the Contractor in accordance with requirements of this section. Deposits are to be in the name of the City and may not be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues Bank and Contractor will execute an escrow agreement in the form provided by the City.
3. Released after submission of fully executed retainage bond in the form provided by the City.

The Contractor shall designate the option desired at the time the Contract is executed. If the Contractor in chooses option 2, deposit in escrow account, Contractor agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Retainage will be released when all of the following conditions are satisfied:

1. Sixty days have elapsed following the completion of all Work specified in the Contract; and
2. The Contractor fulfilled all of all obligations of the Contractor under the Contract, including, but not limited to, the Contractor's furnishing all documentation required by Contract and law; and
3. A release has been obtained from the Washington State Department of Revenue; and
4. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City (RCW 39.12.040); and
5. A release has been obtained from the Washington State Department of Labor & Industries and the Washington State Employment Security Department; and
6. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions one through five are met, the Contractor will be paid the retained percentage less an amount sufficient to pay any such claims together with a sum determined by the City sufficient to pay the cost of claims and attorney's fees.

7. All other conditions required by law are satisfied.

For the purposes of retainage, the date of “completion of all work” is deemed to be the same date as the date of Final Acceptance.

1-09.11 Disputes and Claims

Delete all of 1-09.11 and substitute the following:

1-09.11(1) Disputes
(******)

When a Dispute occurs during the Contract, the Contractor shall pursue resolution through the City's Representative. The Contractor shall follow the procedure outlined in section 1-09.11(2) CONTRACT CLAIMS herein and 1-08.3 PROGRESS SCHEDULE and 1-08.8 EXTENSIONS OF TIME for issues regarding the schedule and Contract Time. Timely and adequate Notice is a condition precedent to a Contract Claim. Timely and complete submission of a Contract Claim is a condition precedent to any entitlement by the Contractor to an adjustment of Contract Sum or Contract Time. Unless waived in writing by the City, mediation is a condition precedent to the filing of any lawsuit, action or proceeding that seeks to recover on a Contract Claim, whether in whole or in part. The costs of any such mediation will be borne equally by the parties. Unless otherwise agreed by the parties, the mediation shall take place in Everett, Washington.

1-09.11(2) Contract Claims
(******)

1-09.11(2)A General

If the Contractor requests or believes for any reason that it is entitled to adjustment of Contract Sum or Contract Time, or if the Contractor has a Dispute with the City and wants the City to take some action, or refrain from taking action, the Contractor shall file a Contract Claim as provided in this section. A timely and complete Contract Claim is a condition precedent to any entitlement by the Contractor to an adjustment of Contract Sum or Contract Time. No Contract Claim shall be allowed unless the Contractor has given Notice as required under the Contract Documents. The Contractor waives any Contract Claim if: (a) Notice was not timely given; (b) the City's Representative is not afforded reasonable access by the Contractor to complete records, including, but not limited to, correspondence, job diaries, and actual cost and additional time incurred; (c) a Contract Claim is not timely filed as required by the Contract Documents; or (d) adequate, accurate, contemporaneous and segregated supporting time and expense records are not kept and maintained. The fact that the Contractor provided proper and timely Notice, provided a properly filed Contract Claim, or provided the City’s Representative access to records of actual cost, shall not in any way be construed as proving or substantiating the validity of the Contract Claim. If the City determines the Contract Claim has merit in whole or in part, the City’s Representative will make an adjustment of Contract Sum or Contract Time required for the Work, or both. If the City’s Representative finds the Contract Claim to be without merit, no adjustment will be made.

The Contractor shall keep full, complete, accurate and contemporaneous records of the costs and additional time incurred for any Contract Claim. The Contractor shall permit the City's Representative to have access to those records and any other records as may be required by the City's Representative to determine the facts or contentions involved in the Contract Claim. City is not obligated to respond to a Contract Claim unless the Contractor is in full compliance with all the provisions of the Contract Documents and the formal Contract Claim document has been submitted

Full compliance by the Contractor with the provisions of this section is a contractual condition precedent to the Contractor's right to sue or seek any recovery against the City in any legal proceeding.

1-09.11(2)B Contents

All Contract Claims filed by the Contractor shall be in writing, verified under penalty of perjury by an officer or principal of the Contractor, and in sufficient detail to enable the City's Representative to ascertain the basis and amount of the Contract Claim. All Contract Claims shall be submitted to the City's Representative. At a minimum, each Contract Claim shall include:

1. A detailed factual statement of the Contract Claim for an adjustment to the Contract Sum or Contract Time, if any, providing all necessary dates, locations, and items of Work affected by the Contract Claim.
2. The dates of all facts related to the Contract Claim.
3. The name of each City's individual, official, or employee involved in or knowledgeable about the Contract Claim.
4. The specific provisions of the Contract that support the Contract Claim and a statement of the reasons why such provisions support the Contract Claim.
5. If the Contract Claim relates to a decision of the City's Representative that the Contract leaves to the City's Representative's discretion or as to which the Contract provides that the City Representative's decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the City's Representative.
6. Identification of any documents and the substance of any oral communications that support the Contract Claim.
7. Copies of any identified documents that support the Contract Claim, other than City documents and documents previously furnished to the City by the Contractor. Standard industry manuals may be incorporated by reference.
8. If Contractor seeks an extension of Contract Time:
    a. The specific amount of time, including days and dates, sought.
    b. The specific reasons the Contractor believes an extension of Contract Time should be granted, including, but not limited to, compliance with the requirements of 1-08.3 PROGRESS SCHEDULE and 1-08.8 EXTENSIONS OF TIME; and
    c. The specific provisions of the Contract Documents under which it is sought.
9. If Contractor seeks an increase in the Contract Sum, the exact amount sought and a breakdown of that amount into the following categories:
    a. Labor
    b. Materials
    c. Direct Equipment. The actual cost for each piece of equipment for which a Contract Claim is made or in the absence of actual cost, the rates established by the AGC/WSDOT Equipment Rental Agreement that was in effect when the Work was performed. In no case shall the amounts sought or paid for each piece of equipment exceed the rates established by the

Equipment Rental Agreement even if the actual cost for such equipment is higher. The City may audit the Contractor's cost records to determine actual equipment cost. The following information shall be provided for each piece of equipment:

i. Detailed description (e.g., Motor Grader Diesel Powered Caterpillar 12 "G," Tractor Crawler ROPS & Dozer Included Diesel, etc.)
ii. The hours of use or standby; and
iii. The specific day and dates of use or standby;
iv. Job overhead.
v. Overhead (general and administrative).
vi. Subcontractor's Contract Claims (in the same level of detail as specified herein is required for any subcontractor's Contract Claims); and
vii. Other categories as specified by the Contractor or the City.

10. A notarized statement shall be submitted to the City's Representative containing the following language:

Under the penalty of law for perjury or falsification, the undersigned,

_____, _____
(name) (title)

of

_____
(company)

hereby certifies that the Contract Claim for an adjustment of the Contract Sum and/or Contract Time, if any, made herein for Work on this Contract is a true and complete statement of the factual basis of the Contract Claim and all actual costs incurred and time sought, and is fully documented and supported under the Contract between the parties.

Date _____/s/ _____

Subscribed and sworn before me this _____ day of _____

Notary Public

My Commission Expires: _____

1-09.11(2)C False Or Omitted Information

The Contractor waives each Contract Claim for which it presents material information that it knows, or in the exercise of reasonable care should know, is false, or omits or fails to disclose material information relating to such Contract Claim. In such case, Contractor shall reimburse the City for any and all fees and expenses incurred in investigating any such Contract Claim.

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

The parties intend that all claims and Disputes be dealt with promptly and expeditiously when they arise. The parties intend that all claims and Disputes be resolved quickly and expeditiously and desire to avoid claims and Disputes that relate back to events or Work

occurring months before. The parties desire to avoid litigation and the costs and expense of claims and Disputes at the end of the Project.

Any Contract Claim for adjustment of Contract Sum or Contract Time, or any Dispute or Contract Claim of any kind whatsoever, shall be submitted, if at all, to the City or City's Representative no later than 30 calendar days after Notice was first required to be given by the Contractor as provided in 1-04.5 NOTICE BY THE CONTRACTOR. Failure to submit a Contract Claim within the 30 calendar days of the date Notice was required pursuant to 1-04.5 NOTICE BY THE CONTRACTOR constitutes a complete waiver of and bar to the Contract Claim, and Contractor is estopped from later asserting a Contract Claim or seeking any relief or remedy relating to the Dispute for which it failed to submit a Claim.

Contractor may not sue, cross-claim, claim, or bring any action of any kind whatsoever against the City on any Contract Claim or Dispute after the expiration of 180 calendar days from Physical Completion.

1-09.11(4) COVID-19 Contract Claims: Baseline COVID-19 Requirements (******)

Contractor shall in no event be entitled to assert a Contract Claim for increase to the Contract Sum for any direct or indirect costs (including without limitation Delay, cumulative impact, inefficiency, or ripple costs) incurred by the Contractor to comply with the COVID-19 Requirements.

The Contractor shall be entitled to an extension of Contract Time for Delays to the extent caused by COVID-19 Requirements. Extension of Contract Time shall be determined pursuant to 1-08.8 EXTENSIONS OF TIME. This Contract Time extension is the Contractor's sole remedy if the Contract Time in the Contract Documents is insufficient to complete the Work because of Baseline COVID-19 Requirements.

All other Contract Claims regarding COVID-19 are governed by Section 1-09.11A(3)D1 CAUSED SOLELY BY THIRD PARTIES OR FORCE MAJEURE, including 4 without limitation Contract Claims relating to unavailable or delayed labor, materials, equipment or subcontractors to the extent caused by COVID-19.

Supplement Section 1-09 by adding the following:

1-09.11A Remedies

(******)

1-09.11A(1) General

If a Contract Claim has merit in whole or in part, then Contractor's sole remedies shall be those provided in this subsection. Contractor shall timely and strictly comply with the requirements of 1-04.5 NOTICE BY THE CONTRACTOR and 1-09.11(2) CONTRACT CLAIMS and all other Contract Documents relating to the Contract Claim. Adjustments to Contract Time shall be determined pursuant to 1-08.3 PROGRESS SCHEDULE and 1-08.8 EXTENSIONS OF TIME. Failure to comply strictly and timely shall be deemed a waiver of the Contract Claim.

1-09.11A(2) Extra Work

1-09.11A(2)A Adjustment of Contract Sum

If the Contractor is entitled to an adjustment of Contract Sum because of Extra Work, the adjustment shall be calculated and paid as provided in 1-09.4 EQUITABLE ADJUSTMENT. This amount includes jobsite and home office Overheads for such Work, including any schedule delays relating to such Work. Therefore, no compensation in addition to that provided in 1-09.6 FORCE ACCOUNT shall be paid for such things as Extended Overhead or other costs or damages.

1-09.11A(2)B Extension of Contract Time

Extensions of Contract Time caused by Extra Work shall be determined as provided in 1-08.3 PROGRESS SCHEDULE and 1-08.8 EXTENSIONS OF TIME.

1-09.11A(3) Delays

1-09.11A(3)A City Caused Delay Unrelated to Extra Work

1-09.11A(3)A1 Adjustment of Contract Sum

If the Contractor is entitled to an adjustment of Contract Sum because of a Delay solely caused by the City that does not relate to Extra Work, Contractor shall only be compensated for the items below, less all funds paid pursuant to any change in the Contract Sum that contributed to the Delay:

1. Documented, incurred cost of nonproductive field supervision or labor extended because of the Delay;
2. Documented, incurred cost of home office supervision to attend jobsite meetings;
3. Documented, incurred cost of temporary facilities or equipment rental extended because of the Delay;
4. Documented, incurred cost of insurance extended because of the Delay;
5. General and administrative overhead in an amount to be agreed upon, but not to exceed three percent of original Contract Sum divided by the Contract Time for each day of the Delay.

City shall not owe Contractor compensation for Extended Overhead or other delay costs to the extent Contractor or anyone other than the City contributed to or is concurrently responsible for the Delay.

1-09.11A(3)A2 Adjustment of Contract Time

If the Contractor is entitled to an adjustment of Contract Time because of a Delay solely caused by the City that does not relate to Extra Work, Contractor shall be entitled to an adjustment of Contract Time to the extent the Delay increases the duration of the Project, as measured by the critical path and as demonstrated pursuant to the requirements of 1-08.8 EXTENSIONS OF TIME.

1-09.11A(3)B Contractor Caused Delay

If the Contractor is solely responsible for any Delay to any interim milestone, Substantial Completion, Physical Completion, or the Completion Date, the City shall be entitled to liquidated or other damages as provided elsewhere in the Contract Documents. The Contractor accepts the risk of any Delays caused by strikes, work slowdowns, job actions and labor unrest of any kind. Contractor shall not be entitled to any increase in Contract Sum or Contract Time due to a Delay it caused.

1-09.11A(3)C Delays Concurrently Caused by Contractor and City

If the City and the Contractor cause a Delay concurrently, neither the City nor the Contractor shall be liable to the other except as provided herein.

1-09.11A(3)C1 Adjustment of Contract Sum

The Contractor shall not be entitled to any adjustment in Contract Sum for Delays concurrently caused by the City and the Contractor.

1-09.11A(3)C2 Adjustment of Contract Time

The Contractor shall be entitled to an extension of Contract Time for the City caused portion of any Delay concurrently caused by the City and Contractor to the extent the City caused the Delay to extend longer than if the Contractor had solely caused the Delay.

1-09.11A(3)D Third Party Caused Delays and Force Majeure

For the purposes of this section 1-09.11A(3)D, a “Force Majeure Event” is defined as earthquake, flood, pandemic (and governmental laws, regulations, requirements, and orders resulting therefrom), natural disasters, acts of war or acts of terrorism. Pandemic in the preceding sentence includes without limitation the COVID-19 pandemic.

For the purposes of this section 1-09.11A(3)D, a “Third Party” is defined as a third party for whom neither the Contractor nor the City is responsible.

1-09.11A(3)D1 Adjustment of Contract Sum

The City and the Contractor shall not be responsible to compensate each other financially for any Delay to the extent caused by a Third Party or a Force Majeure Event. A Delay caused by a utility’s failure to provide service or relocate its lines (despite a timely request for such service or relocation) is an example of this kind of Delay for which neither the Contractor nor the City is financially responsible to the other. Mislocated utility lines or utility lines not located are another example of a Delay for which neither the Contractor nor the City is responsible to the other. However, the Contractor’s failure to request a utility locate or relocation in a timely way is not, and any resulting Delay would be the responsibility of the Contractor. Because the Contractor is responsible for ordering materials and Equipment, Contractor shall not be entitled to an adjustment of Contract Time or Contract Sum due to Delays caused by the lack of materials or Equipment. A strike, job action, slowdown, work to rule, or other job action or labor dispute or problem is not a Delay caused by a Third Party.

1-09.11A(3)D1 Adjustment of Contract Time

The Contractor shall be entitled to an extension of Contract Time for Delays to the extent caused by a Third Party or a Force Majeure Event. Extension of Contract Time shall be determined pursuant to 1-08.8 EXTENSIONS OF TIME.

1-09.11A(4) Extended or Unabsorbed Overhead

1-09.11A(4)A General

To present a request for additional compensation for Extended or Unabsorbed Overhead, the Contractor has the burden of keeping and maintaining accurate documentation to support any such claim. If the Contractor fails to provide or keep adequate financial data for an accurate and fair Eichleay calculation, Contractor waives and releases any claim for Unabsorbed or Extended Overhead. In presenting any claim under this section of the Contract, the Contractor agrees to provide to the City any and all financial data needed by the City, or its representative, to review, substantiate and evaluate any claim for Extended or Unabsorbed Home Office Overhead, or both. Failure to provide the requested information shall constitute waiver by the Contractor.

If Contractor is entitled to an adjustment of Contract Sum for Unabsorbed or Extended Overhead, it shall be calculated as provided in these Special Provisions.

1-09.11A(4)A1 Elements

Contractor shall only be entitled to an adjustment of Contract Sum for Unabsorbed or Extended Overhead if it clearly and convincingly demonstrates all of the following:

1. The City solely caused a Delay to the Completion Date as measured by analysis of the project duration by the critical path method pursuant to 1-08.3 PROGRESS SCHEDULE;
2. Because of the Delay described in subsection (1), the Contractor was forced to suspend or significantly interrupt its performance so that it was on standby or idled, and the City required the Contractor to be ready to resume performance on short notice. Extended time of performance of Work, such as extensions caused by changes, inefficiencies, or extra Work, does not constitute suspension or significant interruption of performance.
3. The Contractor could not and did not use resources, including, but not limited to, labor, equipment, materials and tools, standing by or idled on this or other project for any work during the period of Delay;
4. The Contractor's Overhead costs did not materially vary from its usual seasonal Overhead costs during the period of Delay; and
5. The Delay did not cause over absorbed Overhead in the period the delayed Work was completed.

1-09.11A(4)A1a Resources

To demonstrate the Contractor could not and did not use resources, including, but not limited to, labor, equipment, materials and tools from this Project for any other work on this or any other project during the period of Delay in accordance with item 3 of 1-09.11A(4)A1 of these Special Provisions, the Contractor shall:

1. Affirmatively represent and warrant that it did not perform substitute work;
2. Identify the specific resources that were idled; and
3. Show that those resources did not, and could not, work on other contracts or projects during the Delay.

1-09.11A(4)A1b No Material Variations

To demonstrate the Contractor's Overhead costs did not materially vary from its usual seasonal Overhead costs during the period of Delay in accordance with item 4 of 1-09.11A(4)A1 of these Special Provisions, the Contractor shall;

1. Affirmatively represent and warrant that the completion of the subject Work was extended and that such extension prevented the performance of other work during both the period of Delay and the later period of time required to complete the extended Work,
2. Disclose the details of Contractor generated billings and Contractor Overhead Costs, as defined in these Special Provisions, throughout the actual Project performance. The details of such information should be no less than specific identification of the sources and amounts of revenue on no greater than a monthly basis and specific identification of the

types and amounts of Contractor Overhead Costs on no greater than a monthly basis for the actual Project duration.

1-09.11A(4)A1c Overabsorbed Overhead

To demonstrate that Contractor did not incur Overabsorbed Overhead in the period following the Delay, in accordance with item 5 of 1-09.11A(4)A1. of these Special Provisions, the Contractor shall:

1. Affirmatively represent and warrant that completion of the delayed Work prevented the performance of other Work;
2. Identify the critical resource unavailable for other Work due to completion of the delayed Contract; and
3. Showing that unavailability of this critical resource precluded the performance of other Work.

1-09.11A(5) Inefficiencies

1-09.11A(5)A Adjustment of Contract Sum

To the extent Contractor is entitled to an increase in Contract Sum because of inefficiencies or impaired productivity, then compensation due, if any, shall be calculated as provided in 1-09.4 EQUITABLE ADJUSTMENT. There is no entitlement to increase in Contract Sum for inefficiencies to the extent caused by a Third Party or a Force Majeure Event.

1-09.11A(5)B Adjustment of Contract Time

To the extent Contractor is entitled to an extension of Contract Time because of inefficiencies or impaired productivity, then the extension shall be determined as provided in 1-08.8 EXTENSIONS OF TIME.

Delete all of 1-09.12 and substitute the following:

1-09.12 Audits

(******)

1-09.12(1) General

The Contractor's records relating to this Project, including, but not limited to, wage, payroll, and cost records, shall be open to inspection or audit by representatives of the City during the Project and for a period of not less than six years after the date of Final Acceptance of the Contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that Project records of Subcontractors, suppliers, and lower tier subcontractors, including, but not limited to, the wage, payroll, and cost records, shall be retained and open to similar inspection or audit for the same period of time. The audit may be performed by employees or representatives of the City or by an auditor chosen by the City. The Contractor, Subcontractors, or lower tier subcontractors shall provide adequate facilities, reasonably acceptable to auditor, for the audit during normal business hours. The Contractor, Subcontractors, or lower tier subcontractors shall make a good faith effort to cooperate with the auditors. If an audit is to be commenced more than 60 calendar days after the Final Acceptance date of the Contract, the Contractor will be given 20 calendar days' notice of the time when the audit is to begin. If any litigation, claim, or audit arising out of, in connection with, or related to this Contract is initiated, the Project records shall be retained until the later of (a) completion of litigation, claim, or audit or (b) six years after the date of Final Acceptance.

1-09.12(2) Claims

All Contract Claims filed against the City shall be subject to audit at any time following the filing of the Contract Claim. Failure of the Contractor, Subcontractors, or lower tier subcontractors to maintain and retain sufficient records to allow the auditors to verify all

or a portion of the Contract Claim or to permit the auditor access to the books and records of the Contractor, Subcontractors, or lower tier subcontractors shall constitute a waiver of a Contract Claim and shall bar recovery in connection with the Contract.

1-09.12(3) Required Documents for Audits

An audit may be performed by employees of the City or a representative of the City. The Contractor and its Subcontractors shall provide adequate facilities acceptable to the City for the audit during normal business hours. The Contractor and all Subcontractors shall cooperate with the City's auditors.

As a minimum, the auditors shall have available to them the following documents:

1. Daily time sheets and supervisor's daily reports.
2. Collective Bargaining Agreements.
3. Insurance, welfare, and benefit records.
4. Payroll registers.
5. Earnings records.
6. Payroll tax forms.
7. Material invoices and requisitions.
8. Material cost distribution worksheet.
9. Equipment records (list of company equipment, rates, etc.)
10. Vendors,' rental agencies,' Subcontractors' and lower tier subcontractors' invoices.
11. Contracts between the Contractor and each of its Subcontractors, and all lower tier subcontractor contracts and supplier contracts.
12. Subcontractors' and lower tier subcontractors' payment certificates.
13. Canceled checks, including payroll and vendors.
14. Job cost reports, including monthly totals.
15. Job payroll ledger.
16. General ledger.
17. Cash disbursements journal.
18. Financial statements for all years reflecting the operations on this Contract. In addition, the City may require, if it deems appropriate, additional financial statements for three years preceding execution of the Contract and three years following Final Acceptance of the Contract.
19. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others.
20. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents that support the amount of damages as to each Contract Claim.
21. Worksheets or software used to prepare the Contract Claim establishing the cost components for items of the Contract Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents that establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals.

22. Worksheets, software, and all other documents used by the Contractor to prepare its Bid. The employees or representatives of the City may audit these documents. The Contractor and its Subcontractors shall provide adequate facilities acceptable to the City for the audit during normal business hours. The Contractor and all Subcontractors shall cooperate with the City's auditors.
23. Correspondence, notes, and memoranda.
24. Job diaries.
25. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim.

1-09.13 Claims Resolution

Delete all of 1-09.13 and substitute the following:

Prior to seeking claim resolution through litigation, the Contractor shall proceed under the procedures in Sections 1-04.5 and 1-09.11 and elsewhere in the Contract Documents for resolution of disputes. These must be complied with in full, as a condition precedent, to the Contractor's right to seek claim resolution through litigation.

Supplement Section 1-09 by adding the following:

1-09.14 Patents and Royalties (******)

Should the Contractor, its agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this Contract, Contractor shall promptly pay such royalties and secure requisite licenses; or, subject to acceptance by City, substitute other articles, materials, or appliances in lieu thereof that are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the City's Representative for determination of general conformance to the design concept and the construction Contract. Should City elect to refuse the substitution, Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the City, its officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

Costs involved in fees, royalties, or claims for any patented invention, article, process, or method that may be used upon or in a manner connected with the Work under this Contract or with use of completed Work by the City shall be paid by the Contractor. The Contractor and its sureties shall protect and hold the City, and City's Representative, together with its officers, agents, and employees, harmless from any and all loss, defense cost, and expenses and against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the City, furnish acceptable proof of a proper release from all such fees or claims.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

1-10.1(2) Description

Supplement 1-10.1(2) as follows:

The Contractor shall provide a uniformed off-duty Police Officer to control traffic for work at signalized intersections and other critical situations as determined by the Engineer.

1-10.2 Traffic Control Management

1-10.2(1) General

Delete the first sentence of the third paragraph of 1-10.2(1) and substitute the following:

The primary and alternate TCS shall be certified as worksite traffic control supervisors by one of the organizations listed below:

- Evergreen Safety Council (800) 521-0778
- Northwest Laborers Union (800) 240-9112
- American Traffic Safety Services Association (877) 642-4637

1-10.2(2) Traffic Control Plans

Delete the first paragraph of 1-10.2(2) and substitute the following:

Contractor may use City's Standard Traffic Control Plans included in COE Standard Drawings, Series 700. The City does not represent or warrant that the Standard Plans are sufficient, adequate, or complete for the Contractor's means, methods, or plan of Work. If a new or additional Traffic Control Plan is necessary, prepare detailed Traffic Control Plan complying with COE Standard Drawings, Series 700, the MUTCD, Part 6, and the most current edition of the PROWAG (Public Rights-of-Way Accessibility Guidelines). Plan preparation shall be at Contractor's sole cost and submitted to the City for approval at least 14 calendar days before starting Work. Work may not begin until Contractor is in receipt of City approved Traffic Control Plan.

1-10.3 Traffic Control Labor, Procedures and Devices

Delete 1-10.3 and substitute the following:

1-10.3 Flagging, Signs, and All Other Traffic Control Devices (******)

1-10.3(1) General

The Contractor shall provide all flaggers, signs, and other traffic control devices. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations that may occur on highways, roads, or streets. No Work shall be done on or adjacent to the roadway until all necessary signs and traffic control devices are in place.

Flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. The flagging card shall be immediately available and shown upon request by the City.

1-10.3(2) Maintenance and Protection of Traffic Control

When the Bid proposed includes an item for "Maintenance and Protection of Traffic Control," the Work required for this item shall be to:

1. Furnish and maintain signs, cones, barricades, flasher, and other channelization devices;
2. Provide supervisory personnel for all labor for traffic control;
3. Provide labor and necessary vehicle(s) for set-up and removal of construction signs and the traffic control devices that are placed daily;
4. Provide labor and vehicles for patrolling and maintaining in position all of the construction signs and the traffic control devices;

5. Provide labor, material, and equipment necessary for cleaning up, removing and replacing all construction signs and traffic control devices that are destroyed, damaged or lost during the life of the project;
6. Provide flagging or use of police officers for the convenience of the Contractor, such as facilitating movement of equipment on the site, laying out or relocating traffic control devices and signs.
7. Cost associated with preparation and distribution of public notices involving parking, street access or traffic issues.

Upon failure of the Contractor to immediately provide flaggers, erect, maintain, and remove signs; or provide, erect, maintain, and remove other traffic control devices when ordered to do so by the Engineer, the City may without further notice to the Contractor or the Surety, perform any of the above and deduct all or the costs from the Contractor's payments.

The Contractor shall be responsible for providing adequate flaggers, signs, and other traffic control devices for the protection of the worker and the public at all times regardless of whether or not the flaggers, signs, and other traffic control devices are ordered by the Engineer, or paid for by the City. The Contractor shall be liable for injuries and damages to persons and property suffered by reason of the Contractor's operations or negligence in connection therewith.

1-10.3(3) No Passing Zones

The striping of no passing zones that are to be obliterated in excess of 150-feet by paving operations shall be replaced by “Do Not Pass” and “Pass With Care” signs. The signs shall be located not less than 2-feet outside the usable shoulder nor less than 7-feet above the edge of pavement. The number of necessary signs will be specified in the Special Provisions.

The Contractor shall provide and install the signs and sign posts. The signs shall be maintained by the Contractor until construction operations are complete. When the project includes striping by the Contractor, the signs and posts shall be removed by the Contractor when the no passing zones are re-established by striping.

When the Contractor is not responsible for striping, the signs and posts shall be removed by the Contractor when the “No Passing Zones” are re-established by striping. Payment to perform the Work required for this subsection will be under the item “Maintenance and Protection of Traffic Control.”

1-10.3(4) Traffic Control Labor

The Contractor shall furnish all personnel for flagging to control traffic during construction operations. Flaggers shall have a current certification (Flagging Card) from the State Department of Labor and Industries (WAC 296-155-305). Employees of the Contractor engaged in flagging or traffic control shall wear reflective vests and hard hats. During hours of darkness, white coveralls or white or yellow rain gear shall also be worn. The vests and other apparel shall be in conformance with Section 1-07.8. The Contractor shall furnish the MUTCD standard Stop/Slow paddles, except the minimum width shall be 24-inches, for the flagging operations. During hours of darkness flagger stations shall be illuminated to ensure that flaggers can be easily seen without causing glare to the traveling public. The Contractor shall develop and use a method to ensure that flaggers have adequate warning of objects approaching from behind the flagger.

All flaggers shall start a new job with an on-site orientation. This orientation must include, but not be limited to, the flagger’s role and location on the job site, equipment, traffic patterns, communications, and hazards specific to the work site.

If off-duty uniformed police officers are not available for traffic control for Work within signalized intersections, Contractor may provide four flaggers. Flaggers are not permitted within the intersection. Each flagger shall control only one approach and be stationed near the stop bar. Provide a minimum of a series of three warning signs in advance of each flagger. Narrow multi-lane approaches to a single lane approaching the flagger. Provide and require all flaggers use two-way radios to signal each other to prevent conflicts and hold traffic when construction activities require.

When the Bid proposed includes an item for "Traffic Control Labor," the Work covered by this item shall be for the labor actually used when authorized by the Engineer for:

1. The services of flaggers at both ends of a 2-way, single lane operation; or
2. The services of flaggers at signalized intersections if off-duty uniformed police officers are not available, or when otherwise specifically directed by the Engineer.

The hours eligible for "Traffic Control Labor" shall be for the hours actually worked, plus 1 hour of on-site orientation per flagger. "Show-up time" will not be counted. The labor to perform the Work described in the item "Maintenance and Protection of Traffic Control" is specifically excluded from this Work. No adjustment will be made to the unit price for "Traffic Control Labor" for overtime or holiday hours worked.

1-10.3(4)A Traffic Control – Off-Duty Police Officer

Contractor shall provide off-duty uniformed Police Officer for traffic control at all signalized intersections. Acceptable sources for off-duty uniformed Police Officers are as follows in order of preference:

1. City of Everett Police Department, contact either,
    a. Officer Rey Palacol, (360) 850-9507
    b. Detective Todd Israel, (425) 740-4951
    c. Officer Omar Estrada, (425) 512-7186
2. Puget Sound Executive Service, 625 B 5th Ave, Ste 4, Sequim, WA 98382
    a. Contact Nick Janssen, (360) 681-7737

1-10.3(5) Construction Signs

All signs required by the approved traffic control plan(s) as well as any other appropriate signs prescribed by the Engineer will be furnished by the Contractor and be paid under the item "Maintenance and Protection of Traffic Control." The Contractor shall erect them on posts or supports and maintain them in a clean, neat, and presentable condition until the necessity for them has ceased. All non-applicable signs shall be removed or covered with either metal or plywood during periods when they are not needed. When the need for any of these signs has ceased, the Contractor, upon approval of the Engineer, shall take down these signs, posts, or supports. All signs, posts, and supports shall be removed from the project and shall remain the property of the Contractor.

There shall be no separate classification of signs. All construction signs, whether used throughout the construction, during a major phase of construction or removed daily shall be paid under the item "Maintenance and Protection of Traffic Control." Portable or temporary mountings may require added weight for stability. If it is necessary to add weight to the signs, only a bag of sand that will rupture on impact shall be used. The bag of sand shall have a maximum weight of 40 pounds and shall be suspended no more than 1-foot from the ground.

The Work to provide the construction signing shall be:

1. Furnishing all construction signs.

2. Furnishing, removing, and disposing of the posts or supports for the signs.
3. Initial installation and subsequent removal of all construction signs.
4. Furnishing labor and materials for maintaining the signs in a clean and presentable condition;
5. All other incidentals necessary for providing the construction signs according to the approved traffic control plan(s).

Signs, posts, or supports that are lost, stolen, destroyed, or which the Engineer deems to be unacceptable, while their use is required on the project, shall be replaced by the Contractor without additional compensation.

1-10.4 Measurement

Delete 1-10.4 and substitute the following:

1-10.4 Measurement

1-10.4(1) General
(******)

When the Bid Proposal does not include an item for any necessary traffic control, all costs for traffic control shall be included, by the Contractor, in the unit contract price for the various other items of Work in the Bid Proposal. The Contractor shall estimate these costs based on the contemplated work procedures.

When traffic control items are included in the Bid Proposal, payment is limited to the following areas:

The entire project area under the Contract and for a distance to include the initial warning signs for the beginning of the Project and the end of construction. Warning signs for side roads on the approved traffic control plan are also included. If the project consists of two or more sections, the limits will apply to each section individually.

A detour provided in the Plans or approved by the Engineer for by-passing all or any portion of the construction, irrespective of whether or not the termini of the detour are within the limits of the Contract.

The provisions of Section 1-04.6 will not apply to traffic control or traffic control items. However, the item “Maintenance and Protection of Traffic Control” will be considered for an equitable adjustment only when the total Contract price increases or decreases by more than 25 percent.

The measurement and payment for the items included in the Bid Proposal for traffic control costs incurred within the limits of 1 and 2 above will be made to the Contractor by the City as described in these Special Provisions.

1-10.4(2) Measurement
(******)

Bid items of Work completed pursuant to the Contract Documents will be measured as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

1-10.5 Payment

Delete 1-10.5 and substitute the following:

1-10.5 Payment

(******)

Payment for bid items of Work completed pursuant to the Contract Documents will be as described in Division B – Bid Item Descriptions of these Special Provisions and Section 1-09 MEASUREMENT AND PAYMENT of the Standard Specifications.

Add the following new section:

1-11 MISCELLANEOUS

(******)

1-11.1 Construction

Contractor acknowledges that it has read the Contract Documents, understands them, and agrees to be bound by them.

1-11.2 Applicable Law and Choice of Forum

This Contract and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Washington. The parties agree that Snohomish County Superior Court, in the State of Washington, shall be the exclusive forum for any action.

1-11.3 Severability

In the event that any provision of the Contract Documents is held invalid, void, illegal or unenforceable, the remainder of the Contract Documents shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect.

1-11.4 Headings for Convenience

The section and subsection headings used herein are for referral and convenience only, and shall not be used to construe or interpret the Contract Documents.

1-11.5 Waiver

No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy. The waiver by either party of any term or condition of this Contract shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Contract.

1-11.6 City of Everett Business License

Contractor and Contractor’s Subcontractors shall have a City of Everett business license prior to performing any Work pursuant to this Agreement.

1-11.7 Compliance with Federal, State and Local Laws

Contractor shall comply with and obey all federal, state, and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of Work hereunder. If, and to the extent, this Contract receives financial assistance from federal, state, or private agencies, Contractor shall comply with all terms and conditions prescribed for third party contracts in the grant and all said terms and conditions shall be deemed incorporated in the Contract Documents. Terms and conditions of any such grant take precedence over conflicting terms and conditions in the Contract Documents.

1-11.8 Complete Agreement

These Contract Documents contain the complete and integrated understanding and Agreement between the parties and supersedes any understanding, agreement, or negotiation, whether oral or written, not set forth herein.

1-11.9 Successors Bound

The grants, covenants, provisions and claims, rights, powers, privileges, and liabilities contained in the Contract Documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the City and their respective heirs, executors, administrators, successors, and assigns.

1-11.10 Effective Date

When duly executed by both the City and Contractor, this Contract shall be effective as of the date the Contract is signed by the Mayor of the City of Everett.

1-11.11 Contractor Registration

Contractor represents and warrants it is a contractor duly registered and in good standing with the Washington State Department of Labor and Industries.

1-11.12 Electronic Signature

Signatures on Change Orders or any other Contract Document or any other document referred to herein may be by ink signature, AdobeSign, DocuSign, or any other e-signature method or any pdf scan thereof, and any such signature will have full force and effect.

END OF DIVISION 1

CITY OF EVERETT, WASHINGTON
PUBLIC WORKS DEPARTMENT

ADDENDUM NO. #2
Water Main Replacement Y, Phase 2 (REBID)
UP3814
11/07/2025

Notice to Plan Holders:

This Addendum No. 2 contains the following revisions, additions, deletions, and/or clarifications, is hereby made a part of the plans and specifications (Contract Documents) for the above named project, and shall be taken into consideration by Bidders in submitting their bids.

Bidders shall acknowledge receipt of this Addendum No. 2 in the space provided on the Proposal. Failure to do so may subject the Bidder to disqualification of its bid.

This Addendum consists of **2** pages.

Addendum Details:

This Addendum includes the following clarifications. The bid opening date and time remains unchanged.

CLARIFICATIONS

The following questions were received. This Addendum provides the following clarifications:

Question 1:

Can record drawings of the installed water line be provided? Reviewing Appendix I, the provided record drawings do not include any information regarding the existing water line and the supports. How is the Contractor to accurately bid the removal of supports and painting per D2 when no drawings are provided and access to the location of the supports is inaccessible? Please advise.

Clarification for Question 1:

The existing water main record drawings are included in Appendix I: I-5 Bridge Record Drawings, pages 427-462 of the project Specifications.

Question 2:

Division B - Bid Item Description for bid item 7 - Traffic Control Labor, and special provision 1-10.3(4) state that measurement and payment for traffic control labor by the hour will only apply to flagging.

Please confirm that bid item 7 is exclusively for flagging, and that all other traffic control labor will be paid under lump sum bid item 8 - Maintenance and Protection of Traffic Control.

Clarification for Question 2:

For clarification, please see the Sections below:

1-10.3(4) Traffic Control Labor

When the Bid proposed includes an item for "Traffic Control Labor," the Work covered by this item shall be for the labor actually used when authorized by the Engineer for:

1. The services of flaggers at both ends of a 2-way, single lane operation; or

2. The services of flaggers at signalized intersections if off-duty uniformed police officers are not available, or when otherwise specifically directed by the Engineer.

The labor to perform the Work described in the item "Maintenance and Protection of Traffic Control" is specifically excluded from this Work.

1-10.3(2) Maintenance and Protection of Traffic Control

When the Bid proposed includes an item for "Maintenance and Protection of Traffic Control," the Work required for this item shall be to:

6. Provide flagging or use of police officers for the convenience of the Contractor, such as facilitating movement of equipment on the site, laying out or relocating traffic control devices and signs.

Bid Item 7 – Traffic Control Labor shall include the cost associated with traffic control labor as identified in 1-10.3(4). However, as defined in 1-10.3(2), additional flagging for the convenience of the Contractor shall be included in the Bid Item 8.

All other requirements of the plans and specifications remain in effect.

This addendum shall be attached to and made a part of the plans and specifications and shall be acknowledged on the bidder's proposal.

Sincerely,

Amie Campbell

Amie Campbell, PE
Project Manager

Attachments: NA

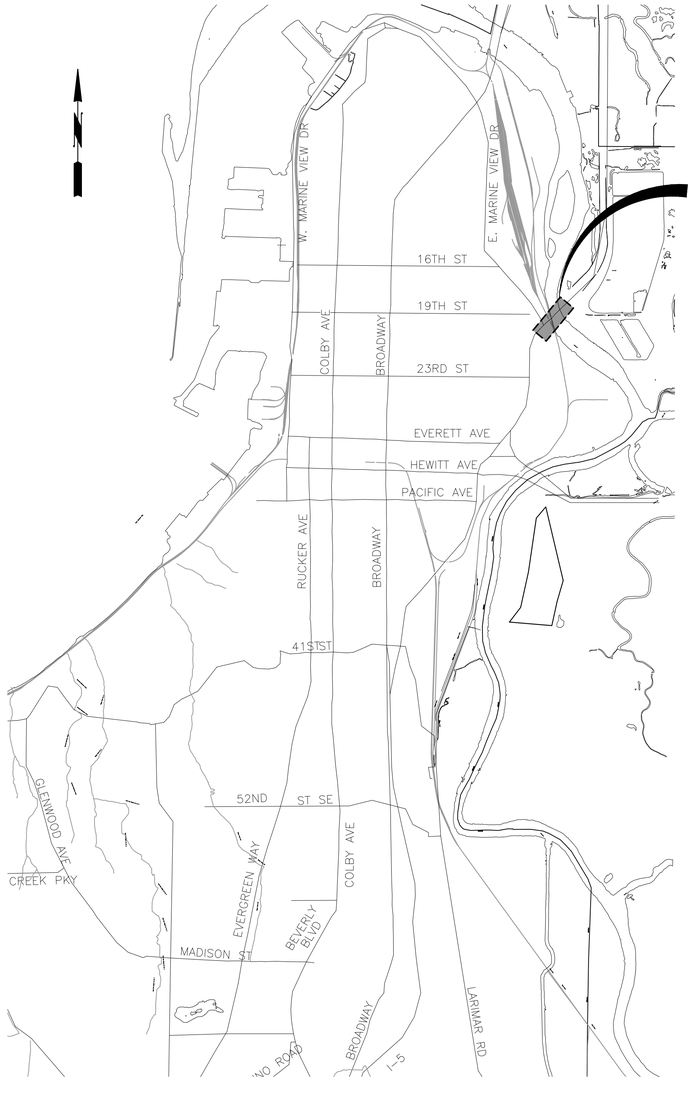


CITY OF EVERETT

PUBLIC WORKS DEPARTMENT

WATER MAIN REPLACEMENT "Y" - PHASE 2 (REBID)

WORK ORDER: 3814



VICINITY MAP

PHASE 2 DRAWING INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	G1	COVER
2	G2	LEGEND & STANDARD ABBREVIATIONS
3	G3	GENERAL PROJECT NOTES
4	SC1	HORIZONTAL ALIGNMENT AND SURVEY CONTROL PLAN
5 - 6	W1 - W2	WATER LINE REPLACEMENT PLAN AND PROFILE
7	R1	RESTORATION PLAN
8	D1	PRV, BRIDGE ABUTMENT AND PIER 5 WATER LINE LAYOUT
9 - 12	D2 - D5	I-5 BRIDGE ATTACHMENT DETAILS
13	D6	WATER LINE DETAILS
14 - 16	TC1 - TC3	TRAFFIC CONTROL PLAN

CITY OFFICIALS:

MAYOR:

CASSIE FRANKLIN

COUNCIL MEMBERS:

COUNCIL PRESIDENT
DON SCHWAB

MARY FOSSE
PAULA RHYNE
SCOTT BADER
LIZ VOGELI
BEN ZARLINGO
JUDY TUOHY

RECOMMENDED FOR APPROVAL :

PROJECT ENGINEER
AMIE CAMPBELL P.E.

TRAFFIC ENGINEER
COREY HERT, P.E.

MAINTENANCE SUPERINTENDENT
GRANT MOEN

CONSTRUCTION MANAGER
KEITH ALEWINE

APPROVED BY :

CITY ENGINEER
THOMAS W. HOOD, P.E.

PUBLIC WORKS DIRECTOR
RYAN L. SASS, P.E.

EVERETT
WASHINGTON

Otak

NO.	DATE	APRVD	REVISION
			PLANS ISSUED FOR
BID	10/16/25	ALC	CONST / RECORD
ACTION	DATE	APRVD	ACTION / DATE / APRVD / ACTION / DATE / APRVD

Designed EH
Drawn AK
Checked MDC
Design Review Level
Issued on

LIFE THREATENING EMERGENCIES: FIRST CALL 911		
EMERGENCY CONTACTS		
CALL	24 HR PHONE	FOR:
SNO COUNTY PUD	425-783-4745	ELECTRICAL
PSE (GAS)	1-888-225-5773	GAS LEAKS
CITY OF EVERETT (DISPATCH)	425-257-8832	SS,SD,WATER, TRAFFIC & SIGNAL

CALL TWO (2) BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

811 Know what's below. Call before you dig.

MARK D. CORE — STATE OF WASHINGTON — 29303 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

YI HUA HO — STATE OF WASHINGTON — 52003 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

Drawing G1

Sheet No. 1 / 16 Of Total

3814 WATER MAIN REPLACEMENT "Y" - PHASE 2

Plot date 10/15/2025 4:13 PM Plotted by Ahmed Kayanda Last saved by ahmed.kayanda Plot style Everett-2016.stb Sheetset Name 3814 - Water Main Y- Phase 2
File path\Filename O:\PROJECT\21000\21001A\04 CAD\ACAD\DWG\PHASE 2\3814-G1.DWG

PLANS LAYOUT SYMBOLS AND CALLOUTS

SYMBOL	DESCRIPTION (ABBR)
NOTE CALLOUTS	
2	POLE NOTE
5	CONSTRUCTION NOTE
P4	STRIPING NOTE
4	CONDUIT NOTE
27	SIGN NOTE
P4VHM	CABLE TRACE NO.
1	CABLE TRACE NO.
3	PAVEMENT REPLACEMENT NOTE

DATUM

NAD 83/91
NAVD 88

SCALE

20 10 0 20 40
FEET

DETAIL, SECTION & ELEVATION CALLOUTS

ON PLAN SHEETS

B C502 — SECTION/ELEVATION LETTER — DRAWING WHERE SHOWN

2 C502 — DETAIL NUMBER

PLAN VIEW TITLE
SCALE: 1"=20'-0"

EVERETT AVE. PROFILE
STA 0+00 TO STA 22+00
SCALE: HORIZ: 1"=20' VERT:1"=5'

ON DETAIL SHEETS

B C4 — SECTION/ELEVATION LETTER — DRAWING WHERE CUT

POND SECTION
SCALE: N.T.S.

2 C4 — DETAIL NUMBER

CULVERT END
SCALE: N.T.S.

WITHIN DETAILS

A — A

SECTION A-A

PLAN

DETAIL 1

DETAIL 1

CITY OF EVERETT STANDARD DETAIL PLAN CALLOUT

AS SHOWN ON PLAN SHEET

506 — CITY OF EVERETT STANDARD DRAWING NUMBER

CITY OF EVERETT STANDARD DETAILS MAY BE REFERRED TO IN PLANS WITH THE USE OF THE ADJACENT CALLOUT. CITY STANDARD DRAWINGS CAN BE FOUND AT EVERETTWA.GOV OR APPEAR IN THE BACK OF PROJECT SPECIFICATION.
WHEN SUCH A DETAIL IS SHOWN IN THE PLAN SET IT BECOMES A PROJECT SPECIFIC DETAIL

BASE MAP SYMBOLS

SURVEY & CONTROL

MONUMENTS & POINTS

- ANGLE POINT (W/ N & E)
- BENCH MARK (W/ BN#, N, E & EL)
- REBAR/IRON PIPE (W/ N & E)
- MONUMENT IN CASE (W/ #, N, E & EL)
- MONUMENT SURFACE (W/ #, N, E & EL)
- SURVEY POINT (PK NAIL, SHINER, TACK ETC)
- SPOT ELEVATION (W/ ELEV)

SECTION DATA

- SECTION CENTER (W/ DNR#, N & E)
- SECTION CORNER (W/ DNR#, N, E, SEC#'S)
- QUARTER CORNER (W/ DNR#, N, E & SEC#'S)
- SIXTEENTH CORNER (#, N & E)
- CLOSING CORNER (W/ DNR#, N, E & SEC#'S)
- MEANDER CORNER (W/ DNR#, N, E & SEC#)

PLAT DATA

- A — PLAT BLOCK NO (W/ #)
- TAX LOT OWNERSHIP TIE
- ? — TAX LOT / PARCEL NUMBER (W/ #)

TOPOGRAPHIC & UTILITY

PIPING

- CAP/PLUG
- GUARD POST (BOLLARD)
- REDUCER
- THRUST BLOCK
- WATER METER
- FIRE HYDRANT
- FIRE DEPT. CONNECTION
- AIR RELIEF
- BLOW-OFF
- VALVE (TYPE=G, W, PIV)
- P.R.V.
- BENDS (11-1/4", 22-1/2", 45", OR 90°)
- FLANGE CONNECTION
- MECHANICAL CONNECTION
- COUPLING
- TEE
- WYE
- CROSS

TYP CALLOUTS

- 8"x6"TEE (FxMJ)
- 3" 22 1/2° BEND (ALL F)
- 8" GV (F)

SS AND SD

- SAN. SEWER CLEAN OUT (NORMAL & IN PAVEMENT)
- MANHOLE (TYPES 1, 2 & 3)
- CATCHBASIN (TYPE 2)
- CATCHBASIN (TYPES 1 & 1P) STORM DRAIN INLET
- CATCHBASIN (TYPE 1L)
- STORM DRAIN CULVERT
- CULVERT TRASH RACK OR OPEN END

VAULTS

- UG VAULTS (TYPE 444LA & 504LA,)
- TY? — UTILITY VAULT (TEL, TLM, SIG, WTR, GAS ETC)

ELECTRICAL

- JUNCTION BOX (TYPE 1, 2, 3 & SPECIAL)
- PAD MOUNTED TRANSFORMER
- TRANSMISSION TOWER
- UTILITY POLE
- UTILITY POLE W/RISER
- UTILITY POLE ANCHOR
- UTILITY POLE SIDEWALK ANCHOR
- STREET LIGHT ON UTILITY POLE
- STREET LIGHT ON SEPARATE POLE
- WALL MOUNTED LIGHT
- TELEPHONE RISER
- YARD LIGHT
- DECORATIVE STREET LIGHT
- ELECTRICAL SERVICE CABINET

SIGNAL

- 6' SQ / 6' DIA — DIPOLE DETECTOR
- DIPOLE DETECTOR (6' x VAR')
- DIPOLE DETECTOR (6' x VAR')
- QUADRUPOLE DETECTOR (6' x VAR')
- BICYCLE DET LOOPS (2' x 12')
- EVP INDICATOR LIGHT
- OPTICOM SENSOR
- SONIC DETECTOR
- PEDESTRIAN SIGNAL HEAD (TYPE E, B & C)
- R/R CROSSING GATE
- CONTROLLER (TYP 30,332,336,G,M & P)
- TELEMETRY CABINET (24"Wx46"Hx10"D)
- SERVICE CABINETS (ON FOUNDATION OR POLE)
- TRAFFIC SIGNAL POLE (TYPE 2)
- SIGNAL POLE W/LUM (TYPE 3)
- SIGNAL POLE (TYPE 1)
- SIGNAL STRAIN POLE (TYPE 4) (STEEL OR WOOD)
- PEDESTRIAN POLES (TYPE PPB & PS)
- VEHICLE SIGNAL HEAD
- VEHICLE SIGNAL HEAD W/ARROW INDICATOR
- 4 WAY FLASHER

GEOTECHNICAL

- B# — SOIL BORING
- TP# — SOIL TEST PIT
- #__ — PAVEMENT CORING
- NO — MONITORING WELL (TYPE, TOP, DEPTH)

LANDSCAPING

- ROCKERY
- HEDGE
- SHRUB
- BUSH
- TREE (Conifer) W/ & W/O 10'DIA DRIP LINE
- TREE (Deciduous) W/ & W/O 10'DIA DRIP LINE

MISCELLANEOUS

- BUS SHELTER — BUS STOP
- MAIL BOX
- TB — TELEPHONE BOOTH
- EMBANKMENT
- RIP RAP

PAVEMENT MARKINGS

- BIKE PATH
- DISABLED SYMBOL
- H.O.V. LANE SYMBOL
- ONLY — ONLY LEGEND
- STOP — STOP LEGEND
- SCHOOL — SCHOOL LEGEND
- RAILROAD CROSSING
- STRAIGHT ARROW
- LT.RT.STR.ARROW
- LEFT-STRAIGHT ARROW
- RIGHT-STRAIGHT ARROW
- LEFT-RIGHT ARROW
- 2-WAY LEFT TURN
- LEFT TURN ARROW
- RIGHT TURN ARROW

CROSSWALK LINES

- COE (2' x 10')
- DOT
- SNO CTY

RAISED PAVEMENT MARKERS: (RPM)

- LANE MARKERS TYPE I
- LANE MARKERS TYPE II

SIGNS

- ILLUMINATED MASTARM SIGN
- MASTARM ST NAME SIGN
- MASTARM MOUNTED SIGN
- SIGN W/ & W/O SINGLE POST
- SIGN W/TWO POSTS
- SIGN ON SN BRIDGE
- ST NAME INTX SIGN
- TYPE 1, 2 OR BARRICADE
- SINGLE OR DOUBLE SIDED
- TEMP W/ BASE

TEXT SYMBOLS

Ø	PHASE, DIAMETER
&	AND
'	FEET, MINUTES
"	INCHES, SECONDS
°	DEGREE

STANDARD ABBREVIATIONS

A

AB	ANCHOR BOLT
AC	ASBESTORS CEMENT
ABBR	ABBREVIATION
ABAND	ABANDONED
ABUT	ABUTMENT
ACT	ACTUAL
ADD	ADDENDUM, ADDITION
ADJ	ADJUST
AFF	ABOVE FINISH FLOOR
AH	AHEAD
ALT	ALTERNATE
ALY	ALLEY
AMEND	AMENDMENT
AP	ANGLE POINT
APPROX	APPROXIMATELY
APWA	AMERICAN PUBLIC WORKS ASSOC
ARCH	ARCHITECTURE
ARV	AIR RELIEF VALVE
ASPH	ASPHALT
AUX	AUXILIARY
AVE	AVENUE
AVAR	AIR VACUUM, AIR RELEASE
AVG	AVERAGE
AWG	AMERICAN WIRE GAUGE RD

B

B	BLACK
BC	BLOCK CORNER
BITUM	BITUMINOUS
BK	BACK
BL	BLUE
BLDG	BUILDING
BLVD	BOULEVARD
BLK	BLOCK
BOC	BACK OF CURB
BOW	BACK OF WALK
BOL	BOLLARD
BM	BENCH MARK
BOL	BOLLARD
BOT	BOTTOM
BOW	BACK OF WALK
BRDG	BRIDGE
BRG	BEARING
BRK	BREAK
BTWN	BETWEEN

C

C	CONDUCTOR
CAP	CAPACITY
CB	CATCH BASIN, CABLE
CB1	CATCH BASIN TYPE 1
CB2	CATCH BASIN TYPE 2
CC	CENTER TO CENTER
CCb	COAXIAL CABLE
CCd	CONTROL CONDUIT
CCG	CONCRETE CURB & GUTTER
CCL	CREEK CENTER LINE
CD	CONDUIT
CGC	CURB & GUTTER
CHG	CHANGE
CHK	CHECK
CI	CAST IRON
CICL	CAST IRON CONCRETE LINED
CIP	CAST IN PLACE
CIR	CIRCUIT, CIRCLE
CJ	CONSTRUCTION JOINT
CLY	CLAY
CLF	CHAIN LINK FENCE
C/L, CL	CENTERLINE
CLR	CLEARANCE, CLEAR
CLS	CLASS, CHLORINE SOLUTION
CMP	CORRUGATED METAL PIPE CONC
CMU	MASONRY UNIT
CND	CONDUIT
CNTY	COUNTY
CO	CLEAN OUT
COE	CITY OF EVERETT
COL	COLUMN
COM	COMMON
COMM	COMMUNICATE
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCT
CONT	CONTINUED, CONTINUOUS
COOR	COORDINATE
COP	COPPER
COR	CORNER
CORR	CORRUGATED
CRN	CROWN OF ROAD
CS	COMBINED SS & SD SYSTEM
CT	CENTER
CTR	COURT
CU	CUBIC
CULV	CULVERT
CYL	CYLINDER

D

D	DEPTH, DIPOLE
DB	DIRECT BURIAL CABLE
DBL	DOUBLE
DCL	DITCH CENTERLINE
DE	DE ENERGIZE
DEG	DEGREE
DET	DETAIL
DI	DUCTILE IRON
DIA	DIAMETER
DIAPH	DIAPHRAGM
DIR	DIRECTION
DN	DOWN
DR	DRAIN, DRIVE
D/L	DAYLIGHT
DW, D/W	DRIVEWAY
DWG	DRAWING

E

E	EAST, ELECTRICAL
EA	EACH
ECb	ELECTRICAL CABLE
ECC	ECCENTRIC
EF	EACH FACE
EL	EASEMENT LINE
ELB	ELBOW
ELJB	ELECTRICAL JB
ELEV	ELEVATION
EMH	ELECTRICAL MH
ENCL	ENCLOSE
ENG	ENGINE
ENGR	ENGINEER
EMB	EMBANKMENT
EO	EDGE OF
EOA	EDGE OF ASPHALT
EOC	EDGE OF CONCRETE
EOD	EDGE OF DIRT
EOG	EDGE OF GRAVEL
EP	EDGE OF PAVEMENT
EQ	EQUAL
EQUIP	EQUIPMENT
EV	ELECTRICAL VAULT
EVP	EMERGENCY VEH PRE-EMPTION
EW	EACH WAY
EX, EXIST	EXISTING
EXC	EXCAVATION
EXT	EXTERIOR, EXTENSION, EXTRUDED
EVT	EVERETT

F

F, FLG	FLANGE
FAB	FABRICATE
FND	FOUNDATION
FF	FAR FACE, FIN FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
FIG	FIGURE
FIN	FINISH, FINISHED
FL	FLOW LINE
FLD	FIELD
FLT	FILTER
FLX	FLEXIBLE
FM	FROM, FORCE MAIN
FNC	FENCE
FOC	FACE OF CURB
FOG	FOG LINE
FOW	FACE OF WALL
FP	FULL PENETRATION, FLAG POLE
FT	FEET/FOOT
FTG	FOOTING
FWD	FORWARD
FWPS	FINISHED WATER PUMP STATION
FWY	FREEWAY

G

G	GAS LINE, GREEN
GA	GAUGE
GALV	GALVANIZED
GARG	GARAGE
GB	GREEN W/BLACK TRACER GRAVEL
GDWY	DRIVEWAY
GE	GRATE ELEVATION
GEN	GENERATOR
GL	GAS METER
GM	GALV IRON
GL	GUTTER LINE, GLASS
GLV	GLOBE VALVE
GM	GAS METER
GR	GUARD RAIL
GRD	GROUND
GV	GAS VALVE
GVL	GRAVEL
GVT	GAS VAULT

H

H	HEIGHT
H-T	HUB & TACK
HAP	HORIZONTAL ANGLE POINT
HD	HEAD
HDCP	HANDICAP SYM
HDG	HOT DIPPED GALV
HI	HEIGHT OF INSTRUMENT
HORIZ	HORIZONTAL
HPS	HIGH PRESSURE SODIUM
HSB	HIGH STRENGTH BOLT
HSE	HOUSE
HT	HEIGHT
HTS	HEIGHTS
HW	HOT WATER
HWY	HIGHWAY
HYDR	HYDRAULIC

I

I	IRON
ID	INSIDE DIAMETER
IDENT	IDENTIFICATION
IE	INVERT ELEV
IF	INSIDE FACE
IL	INLET
ILLUM	ILLUMINATE
IMSA	INTERNATIONAL MUNICIPAL SIGNAL ASSOC.
IN	INCH/INCHES
INCL	INCLUDE
INCR	INCREASE
IND	INDICATOR
INDUCT	INDUCTANCE
INST	INSTALL, INSTRUMENT
INSUL	INSULATION
INT	INTERSECTION, INTERNAL
INV	INVERT, INVERSE
IP	IRON PIPE
IS	ISLAND
ITE	INSTITUTE OF TRANSPORTATION ENGINEERING

J

JNX	JUNCTION
JB	JUNCTION BOX
JCT	JUNCTION
JT	JOINT

K

KG	KILOGRAM
KHZ	KILOHERTZ
KM	KILOMETER
KV	KILOVOLT
KW	KILOWATT
KWH	KILOWATT HOUR

L

L	LENGTH OF ARC, TRAFFIC DETECTION LOOP
LAB	LABORATORY
LAT	LATERAL, LATITUDE
LBS	POUNDS
LF	LINEAL FOOT/FEET
LIM	LIMIT
LK	LAKE
LLV	LONG LEG VERTICAL
LONG	LONGITUDINAL, LONGITUDE
LP	LIGHT POLE, LAMP
LT	LEFT
LUMIN	LUMINAIRE
LWR	LOWER

M

M	METER
MA	TRAFFIC DETECTION MAGNETOMETER
MACH	MACHINE
MAINT	MAINTENANCE
MATL	MATERIAL
MAX	MAXIMUM
MB	MAILBOX
MC	MEANDER CORNER
MECH	MECHANICAL
MED	MEDIUM
MER	MERIDIAN
MFR	MANUFACTURE
MH	MANHOLE
MHHW	MEAN HIGHER HIGH WATER
MHT	MEAN HIGH TIDE
MHW	MEAN HIGH WATER
MIC	MONUMENT IN CASE
MID	MIDDLE
MIL	MILITARY
MIN	MINIMUM, MINUTE
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
MK	MARK
ML	MATCH LINE
MLLW	MEAN LOWER LOW WATER
MLT	MEAN LOW TIDE
MLW	MEAN LOW WATER
MOD	MODIFICATION
M/L	MONUMENT LINE
MLCSP	MORTAR LINED AND COATED STEEL PIPE
MLTCS	MORTAR LINED TAPE COATED STEEL PIPE
MLECSP	MORTAR LINED EPOXY COATED STEEL PIPE
MON	MONUMENT
MPOC	MIDPOINT ON CURVE
MSNRY	MASONRY
MT	MEAN TIDE
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

N

N	NORTH
NA	NOT APPLICABLE
NEG	NEGATIVE
NAUT	NAUTICAL
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOC
NEUT	NEUTRAL
NF	NEAR FACE
NIC	NOT IN CONTRACT
NOM	NOMINAL
NTS	NOT TO SCALE
NO	NUMBER

O

O	ORANGE
OB	ORANGE W/BLACK TRACER
O-XING	OVERHEAD CROSSING
OC	ON CENTER
OD	OUTSIDE DIAMETER
OF	OUTSIDE FACE
OH	OVERHEAD
OHP	OVERHEAD POWER
OHW	ORDINARY HIGH WATER
OL	OVERLAP PHASE
OPNG	OPENING
OPP	OPPOSITE
OPR	OPERATE
OPT	OPTIC
OT	OVERHEAD TELEPHONE
OZ	OUNCE

P

P	POLE, POWER
PAR	PARALLEL
PC	POINT OF CURVATURE
PCC	PT OF COMPOUND CURVE
PD	PERFORATED DRAIN LINE
PE	PLAIN END
PED	PEDESTRIAN
PERM	PERMANENT
PERP	PERPENDICULAR
PH	PHASE
PI	POINT OF INTERSECTION
PKWY	PARKWAY
PL	PLASTIC, PLATE, PLACE
POA	POLE ORIENTATION ANGLE
POC	POINT ON CURVE
POS	POSITIVE, POSITION
PPB	PEDESTRIAN PUSH BUTTON
PPBP	PEDESTRIAN PUSH BUTTON POST
PR	PAIR
PRC	PT OF REVERSE CURVE
PROJ	PROJECT
PROP	PROPERTY
PRV	PRES REDUCING VALVE
PSI	POUNDS PER SQ. IN.
PT	POINT OF TANGENCY, PT
PUD	PUBLIC UTILITY DISTRICT NO.1 OF SNOHOMISH COUNTY
PV	POWER VAULT
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PVT	POINT OF VERTICAL TANGENT
P/C	PRECAST
P/L	PROPERTY LINE
P/S	PRESTRESSED
P/T	POST-TENSIONED
PWR	POWER

Q

Q	QUADRUPOLE
QC	QUARTER CORNER
QT	QUART
QTR	QUARTER
QTY	QUANTITY
QUAD	QUADRANT, QUADRANGLE
QUAL	QUALITY

R

R	RADIUS, RED, RIVER
RA	RAISED
R-C	REBAR & CAP
RC	REINF CONC
RCKY	ROCKERY
RCP	REINF CONC PIPE
RB	RED W/ BLACK TRACER
RD	ROAD, ROUND
RECD	RECEIVED
RECT	RECTANGLE
REF	REFERENCE
REG	REGULAR
REINF	REINFORCED
REM	REMOVE, REMOVED
REPL	REPLACE, REPLACED
REQ	REQUIRED
RET	RETAINING
RETW	RETAINING WALL
RIV	RIVER
RJ	RESTRAINED JOINT
RLD	ROLLED
RMC	RIGID METAL CD
RPT	REPORT
RR	RAILROAD
RRCS	RR CROSSING SIG
RRG	RR CROSSING GATE
RRC	RR CROSSING
RT	RIGHT
R/W	RIGHT OF WAY

S

S	SOUTH, SLOPE
SAN	SANITARY
SB	SOIL BORING, SOUTH BOUND
SC	SECTION CORNER
SCb	SHIELDED CABLE
SCC	CLOSE CORNER
SCCP	STEEL CONCRETE CYLINDER PIPE
SCEM	CENTER OF SECTION
SCHED	SCHEDULE
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SE	SPOT EL/SOUTHEAST
SEC	SECOND
SECT	SECTION
SEG	SEGMENT
SEP	SEPARATE
SERV	SERVICE
SEW	SEWAGE
SHLD	SHIELDED
SHLDR	SHOULDER
SHT	SHEET
SIG	SIGNAL
SIM	SIMILAR
SL	SPAN LENGTH, SECTION LINE
S/L	SURVEY LINE
SLJB	STREET LIGHTING JB
SLP	SLOPE
SLS	STAINLESS STEEL
SLV	SLEEVE
SM	SMALL
SN	SIGN
SOV	SHUT-OFF VALVE
SP	SINGLE SHIELDED PAIR
SPA	SPACE, SPACES
SPC	SINGLE SHIELDED TWISTED PAIR CABLE
SPCb	PAIRS IN SINGLE CABLE
SPEC	SPECIFICATIONS
SR	STATE ROUTE
SQ	SQUARE
SS	SANITARY SEWER, STAINLESS STEEL
SSCO	SS CLEANOUT
SSMH	SS MANHOLE
ST	STREET
STA	STATION
STD	STANDARD
STIR	STIRRUP
STN, STL	STAINLESS STEEL
STPS	STEPS
STR	STREAM
STL	STEEL
SUB	SUBSTITUTE
SUR	SURFACE
SURV	SURVEY
SVL	SURVEY LINE
SW, S/W	SIDEWALK
SYM	SYMBOL, SYMMETRICAL
SYS	SYSTEM

T

T	TOP, TAN, TOPO
TB	THRUST BLOCK
TAN	TANGENT
T&B	TOP & BOTTOM
TBM	TEMP. BENCH MARK
TCb	BURIED TELEPHONE CABLE
TEBO	TELEPHONE BOOTH
TEL	TELEPHONE
TEMP	TEMPORARY
TESC	TEMP EROSION & SEDIMENTATION CONTROL
TJB	TELEPHONE JB
TK	THICKNESS
TMH	TELEPHONE MH
TOC	TOP OF CURB
TOE	CONCAVE SLOPE BREAK
TOP	CONVEX SLOPE BREAK
TOPO	TOPOGRAPHY
TOS	TOP OF SLAB
TOW	TOP OF WALL
TP	TWISTED PAIRS, TEST PIT
TPOL	TRAFFIC SIGNAL POLE
TRAN	TRANSITION
TR	TRAFFIC, TELEPHONE RISER
TRJB	TRAFFIC SIGNAL JB
TS	TEST STATION
TSD	TRAFFIC SN DOUBLE POST
TSS	TRAFFIC SN SINGLE POST
TUN	TUNNEL
TV	TELEVISION
TWST	TWISTED
TYP	TYPICAL

U

UDS	UTILITY DUCT SYSTEM
UNGD	UNDERGROUND
UNO	UNLESS NOTED OTHERWISE
UTIL	UTILITY
UG	UNDERGROUND
UP	UTILITY POLE
UPA	UTILITY POLE ANCHOR

V

V	VALVE
VAR	VARIES
VB	VALVE BOX, VAPOR BARRIER
VEH	VEHICLE
VERT	VERTICAL
VLT	VAULT
VP	VENT PIPE
VPC	VERTICAL CURVE PC
VPCC	VERTICAL CURVE PCC
VPI	VERTICAL CURVE PI
VPRC	VERTICAL CURVE PRC
VPT	VERTICAL CURVE PT

W

W	WEST, WATER LINE, WALK, & WHITE
W/	WITH
WB	WHITE W/BLACK TRACER
WC	WITNESS CORNER
WCR	WHEEL CHAIR RAMP
WFP	WATER FILTRATION PLANT
WGV	WATER GATE VALVE
WHSE	WAREHOUSE
WK	WALK
WM	WATER METER, WATERMAIN
W/O	WITHOUT
WO	WORK ORDER
WP	WORK POINT
WS	WATER SURFACE
WSDOT	WA DEPT OF TRANS
WT	WATTS, WEIGHT
WV	WATER VALVE
WW	WING WALL
WWM	WELDED WIRE MESH

X

X-BM	CROSS BEAM
X-RD	CROSS ROAD

Y

Y	YELLOW
YD	YARD

NO.	DATE	APRVD	REVISION
	MM-DD-YY	INITIALS	REVISION DESCRIPTION

PLANS ISSUED FOR

BID			CONST			RECORD		
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD
	10/16/25	ALC						

Designed EH
Drawn AK
Checked MDC
Design Review Level

MARK D. COLE — STATE OF WASHINGTON — 19307 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

YI HUA HO — STATE OF WASHINGTON — 52003 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

Otak

EVERETT PUBLIC WORKS
3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

WATER MAIN REPLACEMENT "Y"
PHASE 2
WORK ORDER 3814
REGION - 10 | STATE - WA | FEDERAL AID# - ########

GENERAL
LEGEND AND STANDARD ABBREVIATIONS

Drawing G2
Sheet No. 2 / 16 Of Total

Plot date: 10/15/2025 4:14 PM Plotted by: Ahmed Kayanda Last saved by: ahmed.kayanda Plot style: Everett-2016.stb Sheetset Name:
Path: N:\Projects\3814-2\1200\2100\A\04 CAD\ACAD\DWG\PHASE 2\3814-G2.DWG
Surveyed By: Date: Control Monument: City of Everett Field Book/Starting Page: /

GENERAL PROJECT NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS (CONTRACT DOCUMENT) AND ALL WORK SHALL COMPLY WITH, IN ORDER OF PRECEDENCE ESTABLISHED IN SECTION 1-04.2 OF THE SPECIAL PROVISIONS.

2. PRE-CONSTRUCTION CONFERENCE SHALL BE HELD WITH THE CITY PRIOR TO STARTING ANY CONSTRUCTION ON THE PROJECT.

3. TEMPORARY EROSION AND SEDIMENT CONTROL (TESC) MEASURES SHALL BE IN PLACE AND OPERATING PRIOR TO DEMOLITION AND CONSTRUCTION ACTIVITIES. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE CITY DEPENDING ON SITE AND WEATHER CONDITIONS.

4. ALL EXISTING AND PROPOSED CATCH BASINS DOWNSTREAM OF DISTURBED AREAS SHALL BE PROTECTED DURING CONSTRUCTION PER CITY STANDARD DRAWING 210.

5. KEEP STREETS CLEAN AT ALL TIMES. FLUSHING STREETS WILL NOT BE PERMITTED. DEBRIS SHALL BE SWEPT FROM ALL STREETS.

6. APPROXIMATE LOCATIONS OF EXISTING UTILITIES HAVE BEEN OBTAINED FROM AVAILABLE RECORDS AND ARE SHOWN FOR CONVENIENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF LOCATIONS AND TO AVOID DAMAGE TO ANY ADDITIONAL UTILITIES NOT SHOWN. IF CONFLICTS WITH EXISTING UTILITIES ARISE DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER. ANY CHANGES REQUIRED SHALL BE APPROVED BY THE CITY PRIOR TO COMMENCEMENT OF RELATED CONSTRUCTION ON THE PROJECT.

7. THE CONTRACTOR SHALL PROTECT ALL AREAS OUTSIDE THE WORK ZONE AND OUTSIDE THE RIGHT-OF-WAY FROM DISTURBANCE. ALL DISTURBED AREAS SHALL BE FULLY RESTORED TO PROPOSED OR PRE-EXISTING CONDITIONS.

8. AN APPROVED SET OF CONSTRUCTION PLANS FOR ALL WORK SHALL BE KEPT ON THE CONSTRUCTION SITE AT ALL TIMES. IN ADDITION, A COPY OF THE CURRENT CITY OF EVERETT DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS SHALL ALSO BE AVAILABLE AT THE CONSTRUCTION SITE.

9. LOCAL AND EMERGENCY ACCESS SHALL BE MAINTAINED AT ALL TIMES.

10. TEMPORARY TRENCH PATCH SHALL BE ACCOMPLISHED BY USING COLD MIX, ATB OR STEEL PLATES.

11. THE LENGTH OF TRENCH EXCAVATION IN ADVANCE OF PIPE LAYING SHALL BE KEPT TO A MINIMUM AND IN NO CASE SHALL EXCEED 150 FEET UNLESS AUTHORIZED BY THE ENGINEER.

12. WHERE EXISTING PAVEMENT, CURBS, SIDEWALKS, DRIVEWAYS, OR LANDSCAPE FEATURES ARE NOT INDICATED TO BE REMOVED/REPLACED, THE CONTRACTOR SHALL IMPLEMENT MEASURES TO PROTECT AND MAINTAIN EXISTING CONDITIONS. IF DAMAGED DURING CONSTRUCTION, THE CONTRACTOR SHALL REPLACE OR RESTORE AT THE CONTRACTOR'S EXPENSE.

13. PROTECTION OF THE ENVIRONMENT: NO CONSTRUCTION RELATED ACTIVITY SHALL CONTRIBUTE TO THE DEGRADATION OF THE ENVIRONMENT, ALLOW MATERIAL TO ENTER SURFACE OR GROUND WATERS, OR ALLOW PARTICULATE EMISSIONS TO THE ATMOSPHERE, WHICH EXCEED STATE OR FEDERAL STANDARDS. ANY ACTIONS THAT POTENTIALLY ALLOW A DISCHARGE TO STATE WATERS MUST HAVE PRIOR APPROVAL OF THE WASHINGTON STATE DEPARTMENT OF ECOLOGY. IN-WATER WORK WILL NOT BE ALLOWED.

GENERAL WATER LINE NOTES

1. NO CONNECTION TO THE EXISTING MAINS WILL BE ALLOWED PRIOR TO SATISFACTORY FLUSHING, TESTING, DISINFECTION, AND RECEIPT OF SATISFACTORY BACTERIOLOGICAL TEST RESULTS.

2. ALL WORK AND MATERIALS MUST CONFORM TO CITY OF EVERETT DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS (DCSS).

3. THE CONTRACTOR SHALL NOTIFY THE CITY OF A PERSON WHO CAN BE CONTACTED REGARDING PROBLEMS DURING CONSTRUCTION ON A 24 HOUR BASIS.

4. MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL AND 18 INCHES VERTICAL SEPARATION BETWEEN POTABLE AND NON-POTABLE CONVEYANCE SYSTEMS. SEE SPECS SECTION 7-09.3(5) FOR UTILITY PROTECTION REQUIREMENTS IF CLEARANCE CANNOT BE MAINTAINED.

5. THRUST RESTRAINT SHALL BE PROVIDED AT ALL BENDS, TEES AND FITTINGS. MINIMUM LENGTH OF RESTRAINED JOINTS ON ALL SIDES OF EACH FITTING IS REQUIRED PER COE DCSS SEC. 5-13 REQUIREMENTS. CONCRETE THRUST BLOCKS ARE REQUIRED AT ALL TEES, DEAD ENDS, 90-DEGREE BENDS, CONNECTIONS TO EXISTING CAST IRON MAINS, AND WHERE THRUST RESTRAINT CANNOT BE ACHIEVED BY MECHANICAL MEANS.

6. SEE SPECIFICATION SEC. 7-09.3(23) AND 7-09.3(24) FOR SYSTEM FLUSHING AND TESTING REQUIREMENTS.

7. ALL CITY OF EVERETT VALVES SHALL BE OPERATED BY PUBLIC WORKS DEPARTMENT PERSONNEL ONLY. ALL VALVES, NEW AND EXISTING, SHALL BE ACCESSIBLE AT ALL TIMES.

GENERAL EROSION AND SEDIMENTATION CONTROL (ESC) NOTES

1. THE IMPLEMENTATION OF ESC PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF ESC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED AND VEGETATION/LANDSCAPING IS ESTABLISHED.

2. THE ESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT LEAVE THE SITE.

3. THE ESC FACILITIES SHALL BE INSPECTED ROUTINELY AND MAINTAINED BY THE CONTRACTOR TO ENSURE THEIR CONTINUED FUNCTIONING, ESPECIALLY AFTER STORM EVENTS.

4. AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A TRAPPED CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT LADEN WATER INTO THE DOWNSTREAM SYSTEM.

5. THE CONTRACTOR SHALL PROVIDE PERIODIC STREET CLEANING TO REMOVE DEBRIS AND SEDIMENT TRACKED OFF THE SITE.

6. APPROPRIATE MEASURES SHALL BE TAKEN TO STOP SEDIMENT FROM ENTERING SURFACE WATER BODIES IF THE PROPOSED BMPS FAIL. IF BMPS FAIL AND SEDIMENT-LADEN WATER IS LEAVING THE SITE, IMMEDIATELY NOTIFY THE CITY PUBLIC WORKS INSPECTOR.

7. BARE AND/OR DISTURBED SOILS SHALL REMAIN UNCOVERED AND/OR UNSTABILIZED FOR NO MORE THAN 2 DAYS FROM OCTOBER 1 THROUGH APRIL 30, AND FOR NO MORE THAN 7 DAYS FROM MAY 1 THROUGH SEPTEMBER 30.

8. NOTIFY THE CITY PUBLIC WORKS INSPECTOR AT LEAST 24 HOURS PRIOR TO DEWATERING ACTIVITIES. HANDLE HIGHLY TURBID OR OTHERWISE CONTAMINATED DEWATERING WATER SEPARATELY FROM STORMWATER.

9. THE APPROVED PROJECT PUBLIC WORKS PERMIT AND SWPPP SHALL BE RETAINED ON SITE OR READILY AVAILABLE TO THE CONTRACTOR THROUGHOUT THE DURATION OF THE CONSTRUCTION PROJECT.

10. DESIGN, INSTALL, IMPLEMENT, AND MAINTAIN EFFECTIVE POLLUTION PREVENTION MEASURES TO MINIMIZE THE DISCHARGE OF POLLUTANTS.

11. PROTECT ALL LID BMPS FROM SEDIMENTATION THROUGH INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL BMPS ON PORTIONS OF THE SITE THAT DRAIN INTO THE LID BMPS.

GENERAL CONSTRUCTION NOTES

1. EXISTING SIDE SEWERS AND WATER SERVICES SHOWN ARE BASED ON CITY GIS DATA AND ARE APPROXIMATE ONLY. CONTRACTOR SHALL VERIFY PRIOR TO CONSTRUCTION.

2. DO NOT ALLOW SEDIMENT LADEN WATERS TO ENTER SEWER SYSTEM AND STORM SYSTEM. PROVIDE INLET PROTECTION IMMEDIATELY DOWNSTREAM OF PROJECT. PROVIDE ADDITIONAL EROSION AND SEDIMENT CONTROL AS DIRECTED BY INSPECTOR.

3. DO NOT ALLOW FLOW OF STORMWATER OR RAW SEWAGE INTO THE EXCAVATION. USE TEMPORARY BYPASS PIPING AND PUMPS TO INTERCEPT FLOWS UPSTREAM OF THE WORK AREA AND DISCHARGE TO COMBINE SEWER SYSTEM DOWNSTREAM OF THE WORK AREA.

4. ONLY SOLO DUMP TRUCKS ALLOWED WITHIN THE PROJECT AREA EXCEPT DOUBLE/TRANSFER HAUL TRUCKS ARE ALLOWED AS DEFINED BY SPECIAL PROVISIONS SECTION 1-08.4(2).

5. A NOISE VARIANCE IS REQUIRED FOR NIGHT WORK WITHIN 500 FEET OF RESIDENTIAL PROPERTIES. ALL WORK ON E GRAND AVE AND FROM STA 80+00 TO STA 84+00 ARE WITHIN 500 FEET OF RESIDENTIAL PROPERTIES. SEE SPECIFICATION APPENDIX D FOR NOISE ORDINANCE AND NOISE VARIANCE CONDITIONS.

6. CONTRACTOR MAY USE THE CITY PROVIDED STAGING AREA SHOWN IN APPENDIX G. CONTRACTOR SHALL PROTECT EXISTING STRUCTURES AND UTILITIES AND RESTORE ALL STAGING AREAS TO EXISTING CONDITIONS PRIOR TO PHYSICAL COMPLETION.

GENERAL TRAFFIC CONTROL NOTES

SEE NOTES ON DRAWINGS TC1 - TC3 AND SPECIAL PROVISIONS SECTION 1-10.

Plot date 10/15/2025 4:15 PM Plotted by Ahmed Kayanda Last saved by ahmed.kayanda Plot style Everett-2016.stb Sheetset Name
Page Name Mark D Cole 12/31/2027 I:\2000\21001\04 CAD\4-CAD\DWG\PHASE 2\3814-GS.DWG
Surveyed By # Date # Control Monument # City of Everett Field Book/Starting Page # / #

NO.	DATE	APRVD	REVISION

PLANS ISSUED FOR

BID	10/16/25	ALC	CONST			RECORD		
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD

Designed EH
Drawn AK
Checked MDC
Design Review Level

MARK D COLE — STATE OF WASHINGTON — 29303 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

YI HUA HO — STATE OF WASHINGTON — 52003 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

Otak

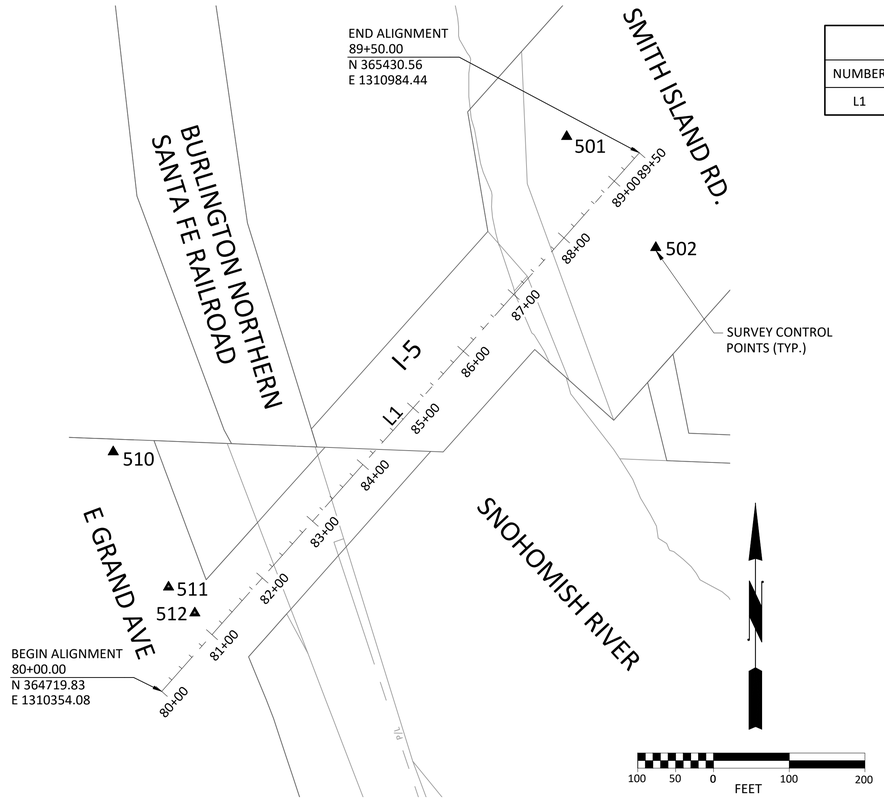
EVERETT PUBLIC WORKS
3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

WATER MAIN REPLACEMENT "Y"
PHASE 2
WORK ORDER 3814
REGION - **10** | STATE - **WA** | FEDERAL AID# - **#######**

GENERAL

GENERAL PROJECT NOTES

Drawing G3
Sheet No. 3 / 16 Of Total



PROJECT SITE - I-5 BRIDGE

CONSTRUCTION CENTERLINE					
NUMBER	BEGIN STATION	LENGTH	BEARING	DELTA	RADIUS
L1	80+00.00	950.00'	N41°34'14"E	N/A	N/A

SURVEY CONTROL				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
501	365451.82	1310888.13	12.19	5/8" IRON ROD W/ RED PLASTIC CAP STAMPED "OTAK CONTROL"
502	365305.36	1311006.06	14.03	PK NAIL W/ WASHER STAMPED "OTAK CONTROL"
510	365036.15	1310290.22	73.82	TACK W/ WASHER STAMPED "OTAK CONTROL"
511	364858.17	1310363.10	74.46	TACK W/ WASHER STAMPED "OTAK CONTROL"
512	364823.71	1310397.62	73.99	5/8" IRON ROD W/ RED PLASTIC CAP STAMPED "OTAK CONTROL"

SURVEY NOTES

1. THE PURPOSE OF THIS SURVEY IS TO SUPPORT THE CITY OF EVERETT UTILITY WATERLINE ACCESS AND IS INTENDED TO BE USED FOR THIS PURPOSE. SPECIFIC INFORMATION SHOWN IN THESE PLANS SHOULD BE FIELD VERIFIED FOR ANY USE NOT ASSOCIATED WITH THIS PROJECT. THE SURVEY WAS PERFORMED IN JUNE 2023.
2. THE BASIS OF BEARING FOR THIS SURVEY IS THE WASHINGTON COORDINATE SYSTEM NORTH ZONE, NAD83 (2011).
3. THE VERTICAL DATUM FOR THIS SURVEY IS NAVD 88.
4. THE COORDINATES AND ELEVATIONS OF CONTROL POINTS SHALL BE VERIFIED BY THE CONTRACTOR'S SURVEY OR PRIOR TO BEGINNING CONSTRUCTION. DISTANCES, STATIONING, AND COORDINATES ASSOCIATED WITH THIS DRAWING ARE GROUND.
5. THE FIELD MEASUREMENTS FOR THIS SURVEY WERE PERFORMED USING A TRIMBLE R8S GPS RECEIVER AND TRIMBLE S7 TOTAL STATION. THIS SURVEY COMPLIES WITH THE MINIMUM REQUIRED "ERROR OF CLOSURE" OF 1:10,000 FOR WASHINGTON STATE PLANE COORDINATES AS SET FORTH PER W.A.C. 332-130-090 (AND POSITIONAL TOLERANCE LEVELS OF LESS THAN 0.011 METERS).

NO.	DATE	APRVD	REVISION

PLANS ISSUED FOR

BID	10/16/25	ALC	CONST			RECORD		
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD

Designed EH
Drawn AK
Checked MDC
Design Review Level

MARK D. COLE — STATE OF WASHINGTON — 29303 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

JON M. YAMASHITA — CERTIFICATE NUMBER — 36814 — REGISTERED PROFESSIONAL LAND SURVEYOR — Signed 10/16/2025

Otak

EVERETT PUBLIC WORKS
3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

WATER MAIN REPLACEMENT "Y" PHASE 2

WORK ORDER 3814

REGION - **10** | *STATE* - **WA** | *FEDERAL AID#* - **########**

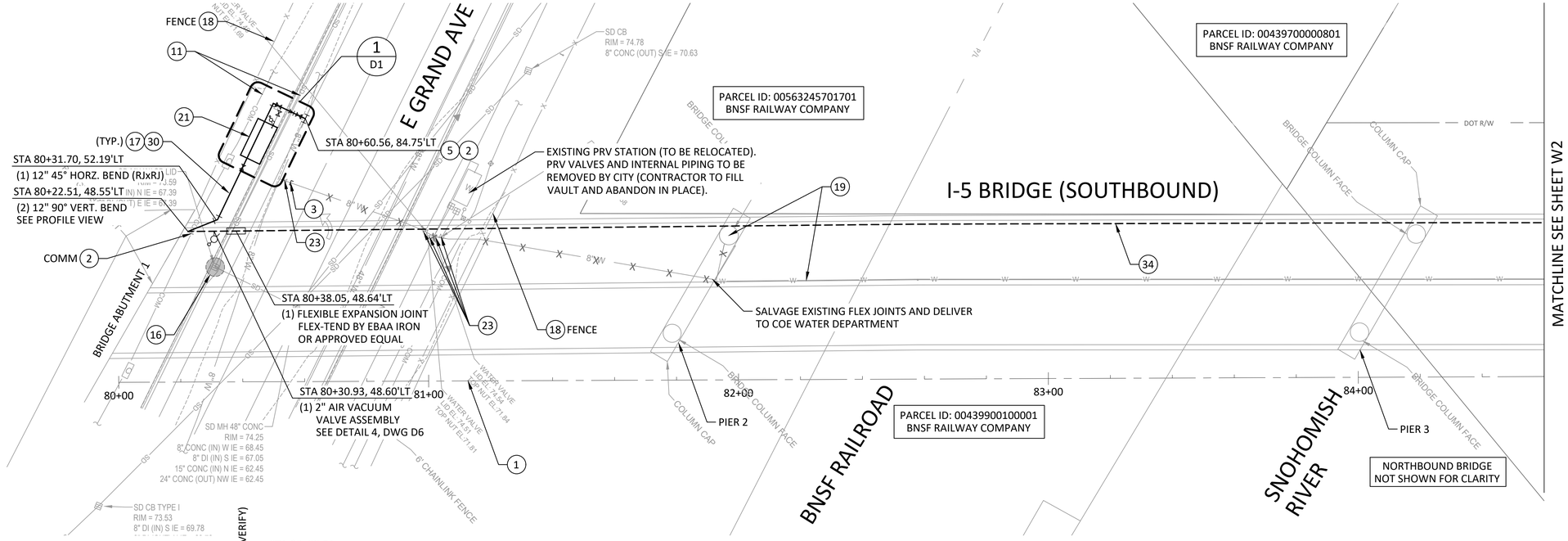
GENERAL

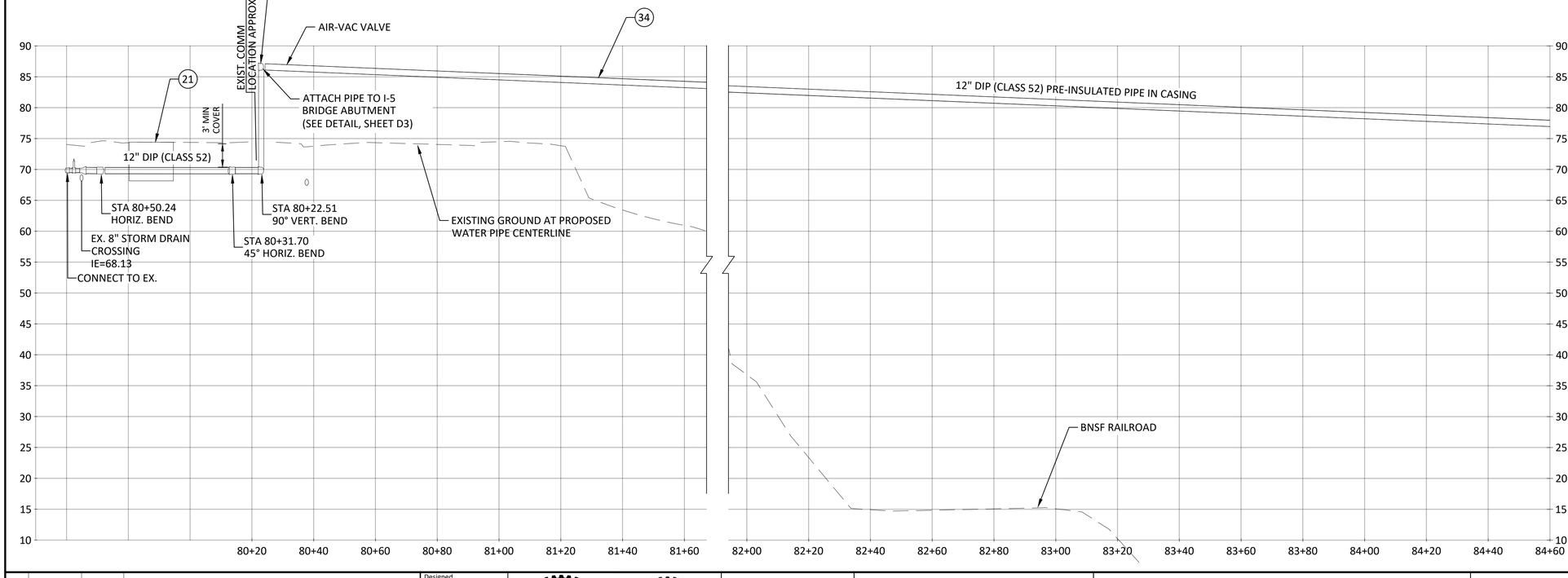
HORIZONTAL ALIGNMENT AND SURVEY CONTROL PLAN

Drawing SC1

Sheet No. 4 / 16 Of Total

Plot date 10/15/2025 4:16 PM Plotted by Ahmed Kayanda Last saved by ahmed.kayanda
File name W:\Projects\21000\21001A\04-CAD\ACAD\DWG\PHASE 2\3814-SC1.DWG
Surveyed By # Date # Control Monument # City of Everett Field Book/Starting Page # / # Plot style Everett-2016.stb Sheetset Name





WATER LINE CONSTRUCTION NOTES:

1 SEE SURVEY CONTROL PLANS ("SC" SHEETS) FOR DEFINITION OF CONSTRUCTION BASELINE STATIONING AND VERTICAL CONTROL.

2 VACTOR POTHOLE TO LOCATE UTILITY CROSSING AT THE BEGINNING OF PROJECT, MINIMUM 5 BUSINESS DAYS PRIOR TO UTILITY WORK STARTS. NOTIFY INSPECTOR OF ELEVATION DISCREPANCIES OR CONFLICTS. SUPPORT AND PROTECT EXISTING UTILITY FROM DAMAGE. PLACE BEDDING AND BACKFILL AS DIRECTED BY INSPECTOR.

3 CUT AND CAP EXISTING PIPE, ABANDON EXISTING UNDERGROUND PIPE IN PLACE.

5 CONNECT TO EXISTING WATER MAIN. CONTRACTOR TO COORDINATE SCHEDULE WITH CITY OF EVERETT WATER DEPARTMENT AND ASSIST CITY STAFF FOR CONNECTION WORK.

11 EXISTING UTILITY TO REMAIN, PROTECT DURING CONSTRUCTION.

16 INSTALL INLET PROTECTION PER COE STD DRAWING 210.

17 SEE RESTORATION PLANS ("R" SHEETS) FOR PAVING, SIDEWALKS AND OTHER SURFACE RESTORATION AND REPLACEMENT.

18 PROTECT EXISTING PRIVATE LANDSCAPING, PAVING, FENCES AND/OR STRUCTURES DURING CONSTRUCTION.

19 REMOVE EXISTING PIPE FROM BRIDGE COLUMNS AND GIRDERS AFTER NEW PIPE IS INSTALLED AND COMMISSIONED, AND EXISTING PIPE IS DECOMMISSIONED.

21 INSTALL NEW PRE-CAST VAULT FOR PRESSURE REDUCING VALVE (PRV) ASSEMBLY RELOCATION. SEE SHEET D1 AND COE STD DRAWING 521 FOR DETAILS.

23 REMOVE EXISTING VALVE BOX, BACKFILL AND PATCH DISTURBED PAVEMENT OR RESTORE DISTUREBED LANDSCAPE AREA.

30 BACKFILL TRENCH EXCAVATION PER SPECS SECTION 7-09.3(10).

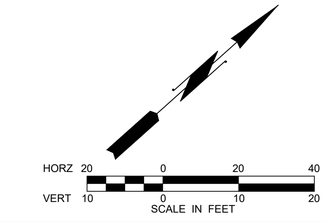
34 INSTALL 12-INCH DIP PRE-INSULATED PIPE IN CASING UNDER I-5 SOUTHBOUND BRIDGE. SEE SHEET D5 FOR DETAILS.

LEGEND

- X X X X X — EX. PIPE TO BE ABANDONED IN PLACE
- PROPOSED WATERMAIN UNDER BRIDGE
- SILT FENCE
- CONSTRUCTION ENTRANCE
- INLET PROTECTION

GENERAL NOTES

1. ALL EXISTING UTILITIES ARE TO REMAIN, PROTECT DURING CONSTRUCTION UNLESS NOTED OTHERWISE.
2. LOCATIONS OF EXISTING UTILITY CROSSINGS SHOWN ARE APPROXIMATE BASED ON AVAILABLE RECORDS. CONTRACTOR TO LOCATE AND VERIFY ACTUAL CROSSING LOCATIONS AND DEPTH PRIOR TO CONSTRUCTION.
3. LOCATION OF TESC MEASURES SHOWN ARE APPROXIMATE AND SHALL BE FIELD ADJUSTED TO ACCOMMODATE SITE CONDITIONS AND WORK SCHEDULE.



NO.	DATE	APRVD	REVISION

PLANS ISSUED FOR

BID	10/16/25	ALC	CONST			RECORD		
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD

Designed EH
Drawn AK
Checked MDC
Design Review Level

MARK D. COLE — STATE OF WASHINGTON — 21829303 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

YI HUA TO — STATE OF WASHINGTON — 52003 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

Otak

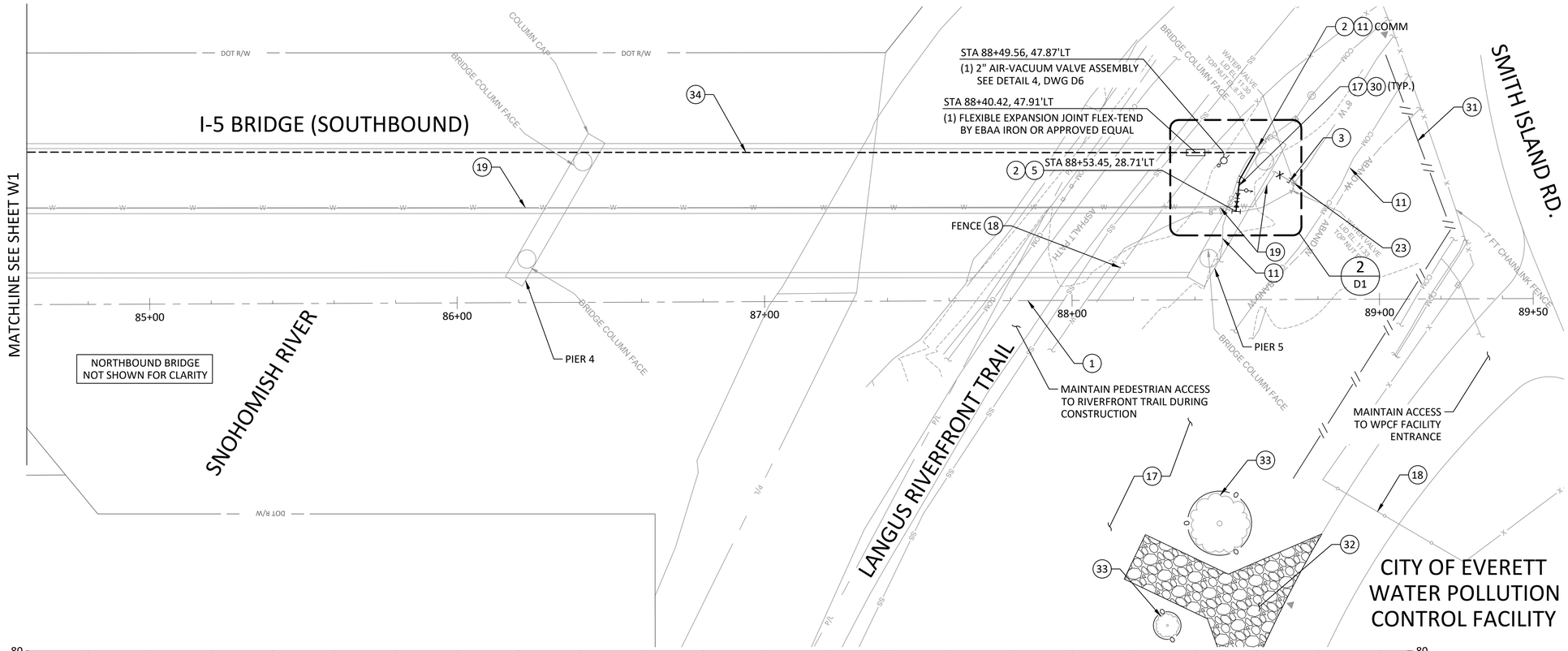
EVERETT PUBLIC WORKS
3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

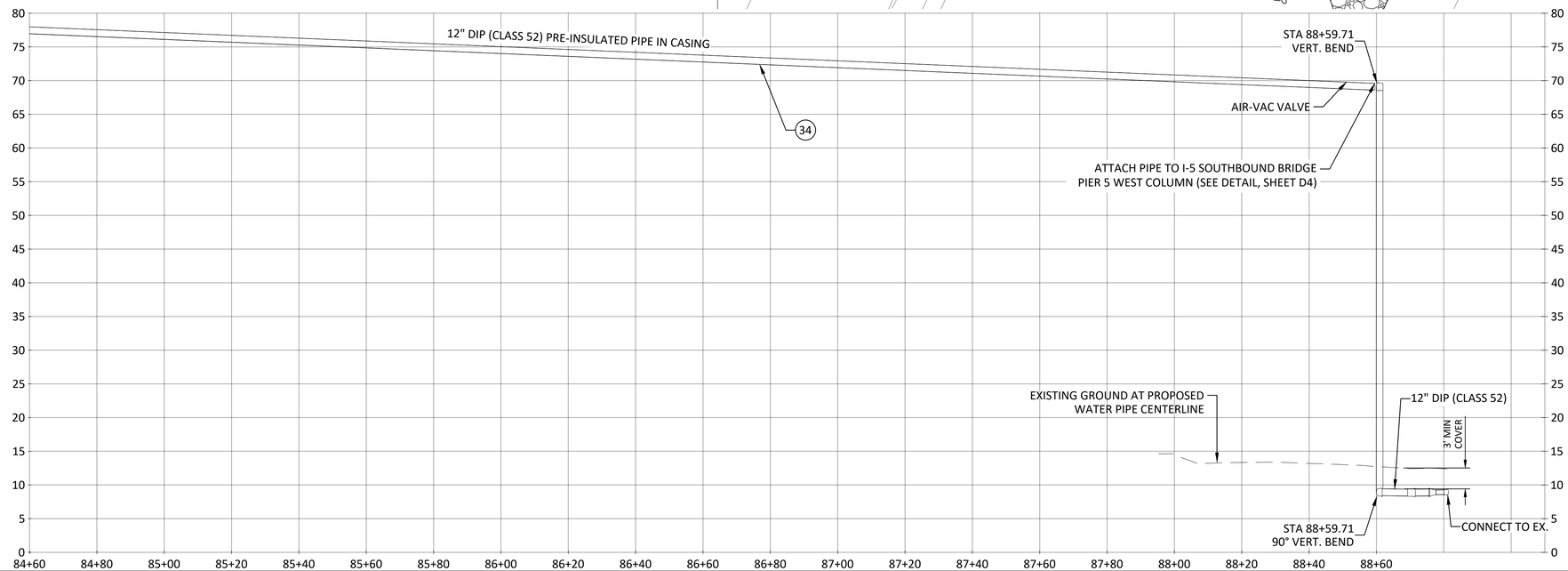
WATER MAIN REPLACEMENT "Y"
PHASE 2
WORK ORDER 3814
REGION - **10** | *STATE* - **WA** | *FEDERAL AID#* - **########**

WATER LINE REPLACEMENT
PLAN & PROFILE
E GRAND AVE & I-5 BRIDGE

Drawing W1
Sheet No. 5
16 Of Total

Plot date 10/15/2025 4:17 PM Plotted by: Ahmed Kayanda Last saved by ahmed.kayanda Plot style Everett-2016.stb Sheetset Name
Project Number (Phase) 3814-W1-W2 (PHASE 2) J:\3800\3814\04 CAD\AC4D\DWG\PHASE 2\3814-W1-W2.DWG
Surveyed by # Date: # Control Monument # City of Everett Field Book/Starting Page # / #





WATER LINE CONSTRUCTION NOTES:

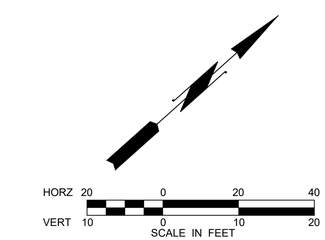
1. SEE SURVEY CONTROL PLANS ("SC" SHEETS) FOR DEFINITION OF CONSTRUCTION BASELINE STATIONING AND VERTICAL CONTROL.
2. VACTOR POTHOLE TO LOCATE UTILITY CROSSING AT THE BEGINNING OF PROJECT, MINIMUM 5 BUSINESS DAYS PRIOR TO UTILITY WORK STARTS. NOTIFY INSPECTOR OF ELEVATION DISCREPANCIES OR CONFLICTS. SUPPORT AND PROTECT EXISTING UTILITY FROM DAMAGE. PLACE BEDDING AND BACKFILL AS DIRECTED BY INSPECTOR.
3. CUT AND CAP EXISTING PIPE, ABANDON EXISTING UNDERGROUND PIPE IN PLACE.
5. CONNECT TO EXISTING WATER MAIN. CONTRACTOR TO COORDINATE SCHEDULE WITH CITY OF EVERETT WATER DEPARTMENT AND ASSIST CITY STAFF FOR CONNECTION WORK.
11. EXISTING UTILITY TO REMAIN, PROTECT DURING CONSTRUCTION.
17. SEE RESTORATION PLANS ("R" SHEETS) FOR PAVING, SIDEWALKS AND OTHER SURFACE RESTORATION AND REPLACEMENT.
18. PROTECT EXISTING PRIVATE LANDSCAPING, PAVING, FENCES AND/OR STRUCTURES DURING CONSTRUCTION.
19. REMOVE EXISTING PIPE FROM BRIDGE COLUMNS AND GIRDERS AFTER NEW PIPE IS INSTALLED AND COMMISSIONED, AND EXISTING PIPE IS DECOMMISSIONED.
23. REMOVE EXISTING VALVE BOX, BACKFILL AND PATCH DISTURBED PAVEMENT OR RESTORE DISTUREBED LANDSCAPE AREA.
30. BACKFILL TRENCH EXCAVATION PER SPECS SECTION 7-09.3(10).
31. INSTALL TEMPORARY SILT FENCE PER COE STD DRAWING 214.
32. INSTALL CONSTRUCTION ENTRANCE PER COE STD DRAWING 201.
33. EXISTING TREE TO REMAIN, PROTECT DURING CONSTRUCTION WITH HIGH VISIBILITY FENCE WITH HIGH VISIBILITY FENCE.
34. INSTALL 12-INCH DIP PRE-INSULATED PIPE IN CASING UNDER I-5 SOUTHBOUND BRIDGE. SEE SHEET D5 FOR DETAILS.

LEGEND

- X X X X X — EX. PIPE TO BE ABANDONED IN PLACE
- — — — — — — — — — — — PROPOSED WATERMAIN UNDER BRIDGE
- SILT FENCE
- CONSTRUCTION ENTRANCE
- INLET PROTECTION

GENERAL NOTES

1. ALL EXISTING UTILITIES ARE TO REMAIN, PROTECT DURING CONSTRUCTION UNLESS NOTED OTHERWISE.
2. LOCATIONS OF EXISTING UTILITY CROSSINGS SHOWN ARE APPROXIMATE BASED ON AVAILABLE RECORDS. CONTRACTOR TO LOCATE AND VERIFY ACTUAL CROSSING LOCATIONS AND DEPTH PRIOR TO CONSTRUCTION.
3. LOCATION OF TESC MEASURES SHOWN ARE APPROXIMATE AND SHALL BE FIELD ADJUSTED TO ACCOMMODATE SITE CONDITIONS AND WORK SCHEDULE.



NO.	DATE	APRVD	REVISION

PLANS ISSUED FOR

BID	10/16/25	ALC	CONST			RECORD		
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD

Designed EH
Drawn AK
Checked MDC
Design Review Level

MARK D. COLE — STATE OF WASHINGTON — 29303 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

YI HUA HO — STATE OF WASHINGTON — 52003 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

Otak

EVERETT PUBLIC WORKS
3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

WATER MAIN REPLACEMENT "Y" PHASE 2

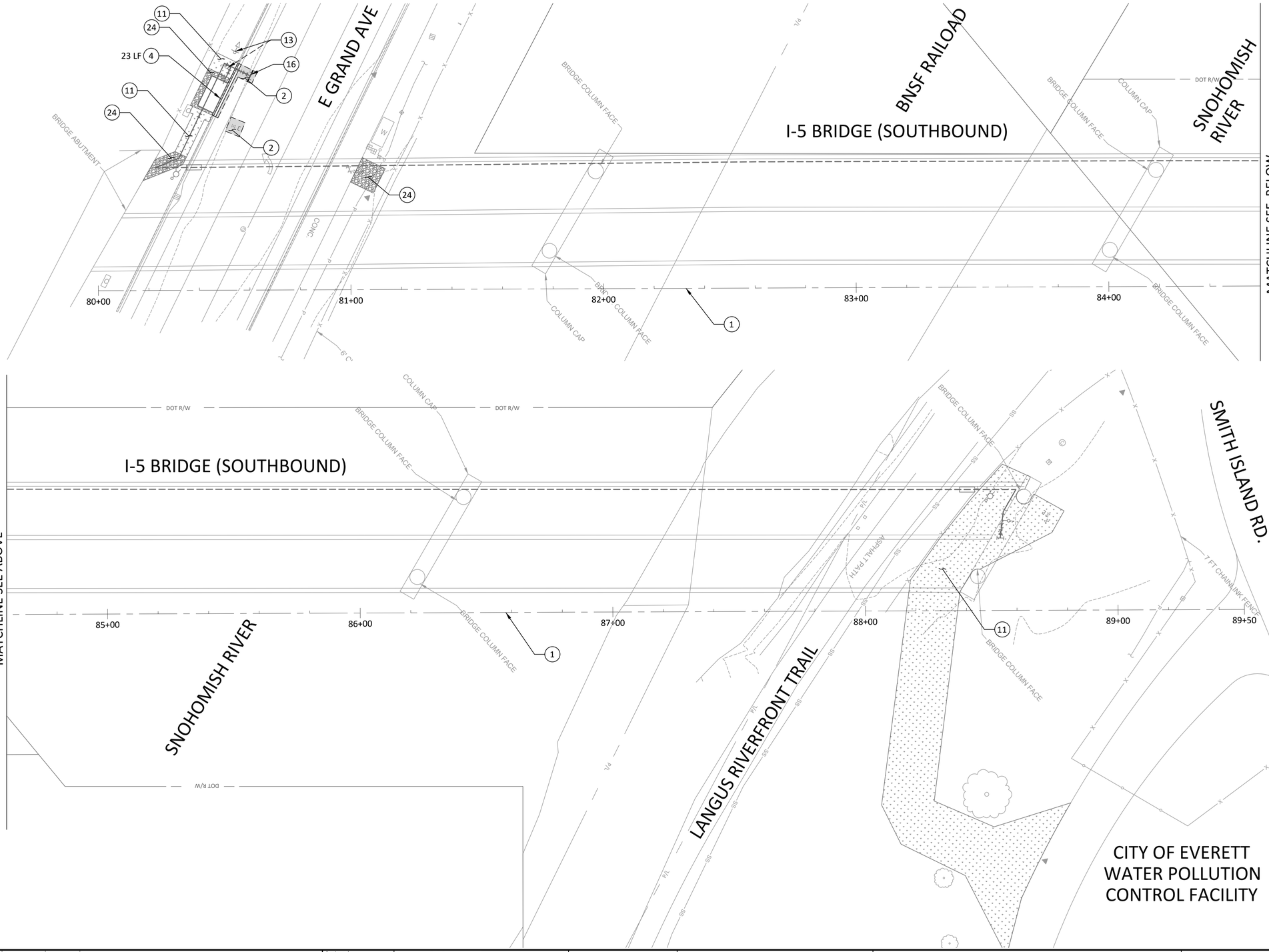
WORK ORDER 3814

REGION - **10** | *STATE* - **WA** | *FEDERAL AID#* - **#######**

WATER LINE REPLACEMENT PLAN & PROFILE I-5 BRIDGE

Drawing W2
Sheet No. 6
16 Of Total

Plot date: 10/15/2025 4:18 PM Plotted by: Ahmed Kayanda Last saved by: ahmed.kayanda Plot style: Everett-2016.stb Sheetset Name
Path: N:\Projects\13230000\13230000.21001A\04 CAD\ACAD\DWG\PHASE 2\3814-W1-W2.DWG
Surveyed By: # Date: # Control Monument: # City of Everett Field Book/Starting Page: # / #



RESTORATION CONSTRUCTION NOTES:

1. SEE SURVEY CONTROL PLANS ("SC" SHEETS) FOR DEFINITION OF CONSTRUCTION CENTERLINE DATA.
2. RESTORE ROADWAY PAVEMENT PER PAVEMENT PATCHING DETAILS COE STD DRAWING 326.
4. REMOVE EXISTING CURB AND INSTALL CEMENT CONCRETE CURB AND GUTTER TYPE "A-1" PER COE STD DRAWING 307, LIMITS PER PLAN. PROVIDE CATCH BASIN GUTTER PAN PER COE STD DRAWING 343 WHERE INLET IS ADJACENT TO THE CURB.
11. RESTORE DISTURBED LANDSCAPE AREAS WITH 8" TOPSOIL AND SEED, OR AS DIRECTED BY THE CITY INSPECTOR.
13. RELOCATE EXISTING SIGN TO NEW LOCATION AS SHOWN. SIGN SHALL BE REINSTALLED PER COE STD DRAWING 716-717.
16. RESTORE PAVEMENT MARKING PER COE STD DRAWINGS 720-721. MATCH EXISTING MARKING LINE TYPE.
24. RESTORE DISTURBED AREAS BEHIND CURB WITH CRUSHED SURFACING TOP COURSE (CSTC), OR AS DIRECTED BY TH INSPECTOR.

LEGEND

- ASPHALT PAVEMENT
- GRAVEL (CSTC)
- LANDSCAPE RESTORATION (PAID AS TOPSOIL, TYPE A AND SEEDING)

GENERAL NOTES

1. CURB, GUTTER AND/OR SIDEWALK SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE IMPROVEMENTS OR PROVIDE SAWCUT AS FIELD DIRECTED.

20 0 20 40
SCALE IN FEET

NO.	DATE	APRVD	REVISION

PLANS ISSUED FOR

BID			CONST			RECORD		
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD
	10/16/25	ALC						

Designed EH
Drawn AK
Checked MDC
Design Review Level

MARK D. COLE — STATE OF WASHINGTON — 29303 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25
YI HUA HO — STATE OF WASHINGTON — 52003 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

Otak

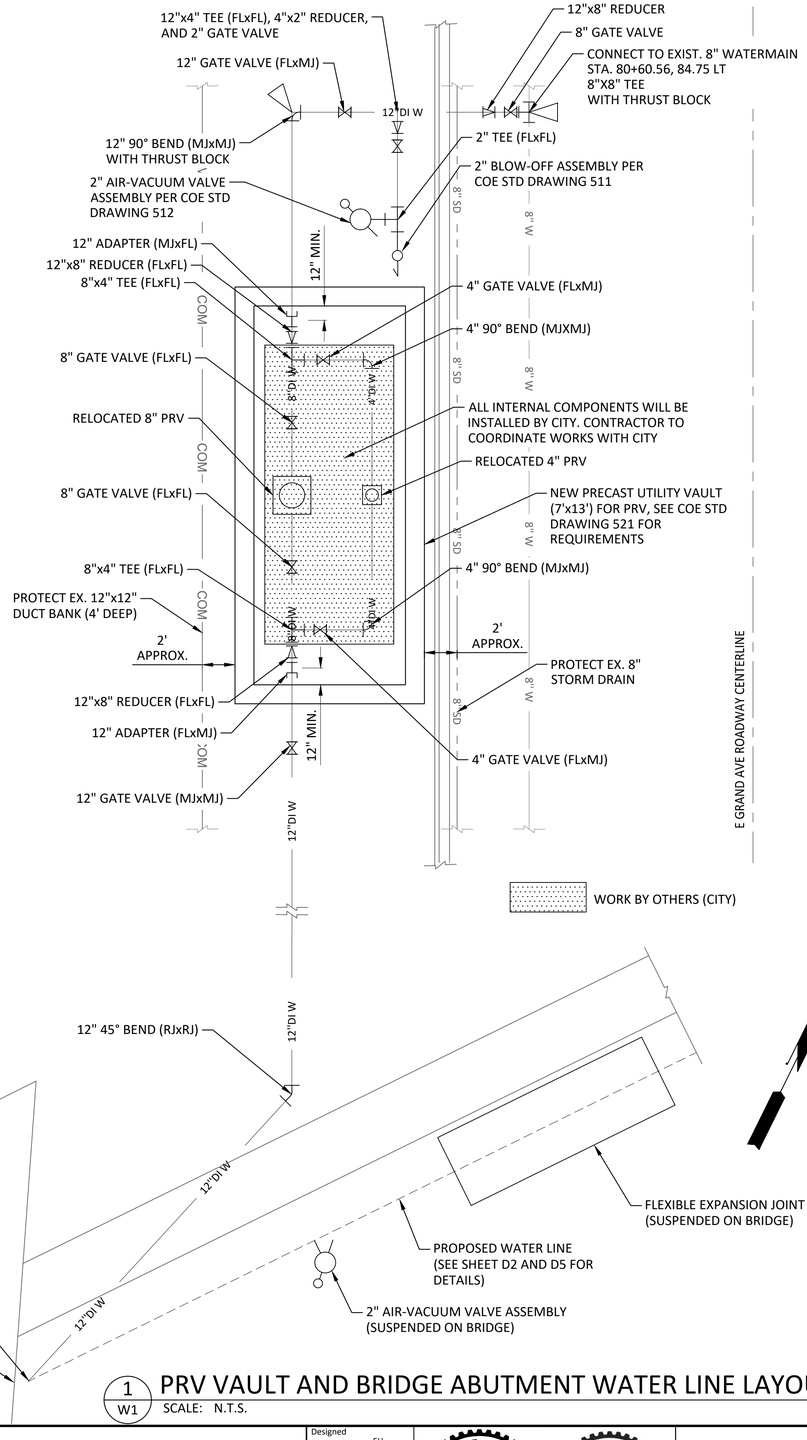
EVERETT PUBLIC WORKS
3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

WATER MAIN REPLACEMENT "Y"
PHASE 2
WORK ORDER 3814
REGION - **10** | STATE - **WA** | FEDERAL AID# - **#######**

RESTORATION PLAN
E GRAND AVE & BRIDGE PIER 5 AREA

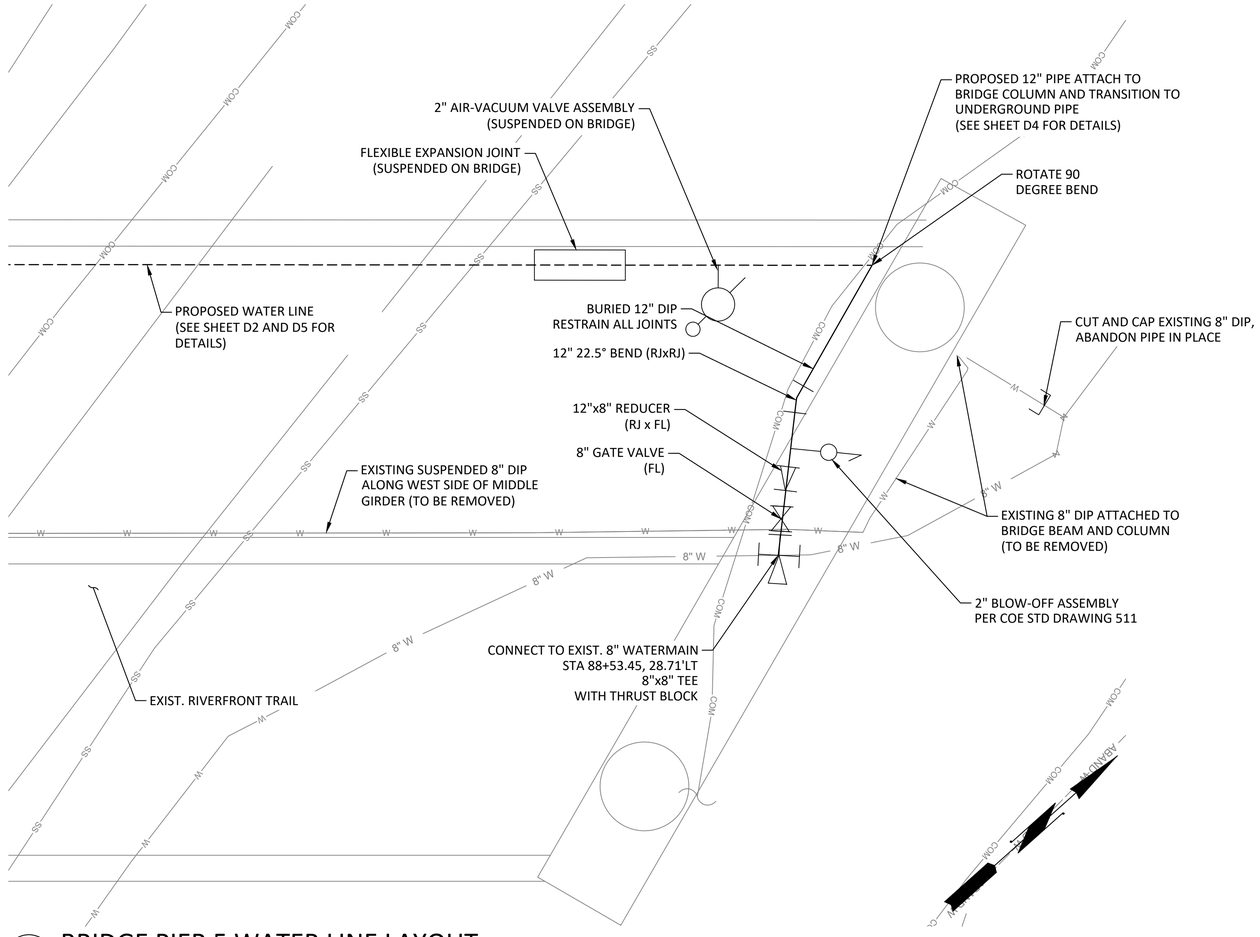
Drawing R1
Sheet No. 7 / 16 Of Total

Plot date: 10/15/2025 4:19 PM Plotted by: Ahmed Kayanda Last saved by: ahmed.kayanda Plot style: Everett-2016.stb Sheetset Name:
File Name: C:\Users\ahmed.kayanda\Desktop\Projects\13210003.2100\01A\04-CAD\ACAD\DWG\PHASE 2\3814-R1.DWG
Surveyed By: Date: Control Monument: City of Everett Field Book/Starting Page: /



1 W1 PRV VAULT AND BRIDGE ABUTMENT WATER LINE LAYOUT

SCALE: N.T.S.



2 W2 BRIDGE PIER 5 WATER LINE LAYOUT

SCALE: N.T.S.

NO.	DATE	APRVD	REVISION

PLANS ISSUED FOR

BID	10/16/25	ALC	CONST			RECORD		
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD

Designed EH
Drawn AK
Checked MDC
Design Review Level

MARK D. COLE — STATE OF WASHINGTON — 23303 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

YI HUA HO — STATE OF WASHINGTON — 52003 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

Otak

EVERETT PUBLIC WORKS

3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

WATER MAIN REPLACEMENT "Y"
PHASE 2
WORK ORDER 3814

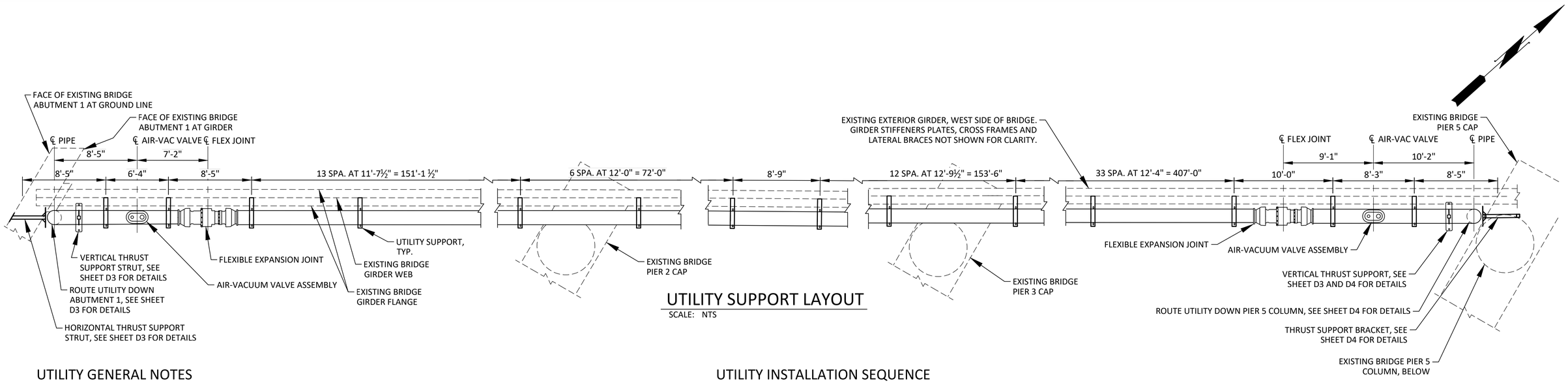
REGION - **10** | STATE - **WA** | FEDERAL AID# - **########**

PRV, BRIDGE ABUTMENT AND PIER 5 WATER LINE LAYOUT

Drawing D1

Sheet No. 8 / 16 Of Total

Plot date 10/15/2025 4:20 PM Plotted by Ahmed Kayanda Last saved by ahmed.kayanda Plot style Everett-2016.stb Sheetset Name
Plot scale 1:1 Plot layout Map 1 - 12000.2100\A\04 CAD\ACAD\DWG\PHASE 2\3814-D1.DWG /
Surveyed By Date Control Monument City of Everett Field Book/Starting Page /



UTILITY SUPPORT LAYOUT

SCALE: NTS

UTILITY GENERAL NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE, DEPARTMENT OF TRANSPORTATION (WSDOT), STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION (STANDARD SPECIFICATIONS), 2025 EDITION AND PROJECT SPECIAL PROVISIONS.
2. ALL STEEL IN UTILITY SUPPORTS, INCLUDING FASTENINGS AND ANCHORAGES, SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH AASHTO M-111 OR M-232 (ASTM A-123 OR A-153 RESPECTIVELY), EXCEPT PIPE ROLLERS.
3. UTILITY SUPPORT LAYOUT IS BASED ON AS-BUILT PLANS. CONTRACTOR SHALL VERIFY QUANTITY AND LAYOUT OF UTILITY SUPPORTS, AND NOTIFY THE ENGINEER OF POTENTIAL CONFLICTS AND CHANGES PRIOR TO FABRICATION AND INSTALLATION. WATER LINE SUPPORT LAYOUT IS BASED ON AVOIDING EXISTING BRIDGE CROSS FRAMES. SUPPORTS SHALL BE ADJUSTED UP TO 2'-0" TO ENSURE THEY LAND AT INTERMEDIATE STIFFENERS. WATER LINE SUPPORT SPACING SHALL NOT EXCEED 15'-0" WITHOUT APPROVAL. SPACING OF PIPE STRAPS ON ABUTMENT AND PIER MAY BE ADJUSTED BY UP TO 6" TO AVOID CONFLICTS WITH REBAR, AND SHALL NOT EXCEED 7'-6". THRUST SUPPORTS SHALL BE LOCATED AS CLOSE AS PRACTICAL TO PIPE ELBOWS.
4. PAINT ROLLERS WITH THREE COATS OF GALVANIZING REPAIR PAINT. SEE WSDOT STD. SPEC. SECTION 9-08.1(2)B.
5. PROVIDE HEAVY DUTY PIPE STRAPS. EATON B-LINE B3142 HEAVY DUTY PIPE CLAMP OR APPROVED EQUAL.
6. PROVIDE ASTM F1554, GRADE 105 ANCHOR BOLTS, GALVANIZED.
7. PROVIDE SIMPSON STRONG-TIE SET-3G EPOXY, OR APPROVED EQUAL.
8. INSTALL EPOXY ANCHORS ACCORDING TO THE EPOXY MANUFACTURER'S DIRECTIONS. PROVIDE 7" MIN. EMBEDMENT IN ABUTMENT AND PIER AND 4" MIN. IN DECK.
9. NO WELDING TO ANY MEMBER SHALL BE PERMITTED.
10. HOLES IN THE STIFFENERS SHALL BE DRILLED. THE USE OF A TORCH TO CUT HOLES IN THE STIFFENERS IS NOT PERMITTED. DRILLING INTO ANY OTHER MEMBERS ON THE BRIDGE SUCH AS THE WEBS OR FLANGES OF THE GIRDERS IS NOT PERMITTED.
11. DRILLING THROUGH REINFORCING STEEL IN COLUMNS IS NOT PERMITTED. IF STEEL IS HIT WHEN DRILLING, THE ANCHORAGE LOCATION SHALL BE MOVED AND THE ABANDONED HOLE SHALL BE FILLED WITH NONSHRINK GROUT CONFORMING TO THE REQUIREMENTS OF THE WSDOT STANDARD SPECIFICATIONS. ANCHORS SHALL BE ATTACHED TO THE PIERS USING RESIN BONDED ANCHORS. THE USE OF QUICK SET EPOXY IS NOT PERMITTED.
12. DRILLING THROUGH BOTTOM MAT REBAR IN THE EXISTING CONCRETE DECK IS PERMITTED. IF A HOLE IS ABANDONED, IT SHALL BE FILLED WITH NON SHRINK GROUT CONFORMING TO THE WSDOT STANDARD SPECIFICATIONS. ANCHORS SHALL BE ATTACHED TO THE DECK USING RESIN BONDED ANCHORS. THE USE OF QUICK SET EPOXY IS NOT PERMITTED.
13. VERIFY METHOD OF DRILLING WITH MANUFACTURER AND PROVIDE SUBMITTAL.
14. CONSTRUCTION PLATFORM, INCLUDING CAPACITY AND CONNECTION TO THE STRUCTURE, SHALL BE SUBMITTED IN ACCORDANCE WITH THE SPECIAL PROVISIONS.
15. THE CONTRACTOR SHALL MAKE AVAILABLE ACCESS FOR REGULAR AND SPECIAL INSPECTION. REGULAR AND SPECIAL INSPECTIONS PERFORMED BY THE OWNER OR THE OWNER'S REPRESENTATIVE DO NOT ELIMINATE TESTING AND INSPECTIONS REQUIRED BY THE CONTRACTOR IN THE SPECIFICATIONS.
16. THE FOLLOWING SPECIAL INSPECTIONS WILL BE PERFORMED BY A THIRD PARTY HIRED BY THE OWNER, WITH REVIEW AND OVERSIGHT BY THE ENGINEER: 16.1. RESIN BONDED ANCHORS - CONTINUOUS SPECIAL INSPECTION IN ACCORDANCE WITH ACI 318: 17.8.2.4.
17. WELDING SHALL BE PERFORMED ON THE PREMISES OF A FABRICATOR APPROVED TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION. APPROVAL SHALL BE BASED ON REVIEW OF THE FABRICATOR'S WRITTEN FABRICATION PROCEDURES AND QUALITY CONTROL MANUALS THAT PROVIDE A BASIS FOR CONTROL OF MATERIALS AND WORKMANSHIP, WITH PERIODIC AUDITING OF FABRICATION AND QUALITY CONTROL PRACTICES. AT COMPLETION OF FABRICATION, THE APPROVED FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE TO THE OWNER OR THE OWNER'S AUTHORIZED AGENT FOR SUBMITTAL TO THE ENGINEER STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS.

UTILITY INSTALLATION SEQUENCE

SEQUENCE SHOWN IS ONE POTENTIAL SEQUENCE. FINAL SEQUENCE SHALL BE DETERMINED BY THE CONTRACTOR.

1. INSTALL WORK ACCESS UNDER BRIDGE.
2. DRILL HOLES IN EXISTING BRIDGE DECK AND INSTALL EPOXY ANCHORS AND ROLLERS.
3. INSTALL PIPE SADDLES AND 12"Ø WATER PIPE WITH 18"Ø CASING AND INSULATION. CUT SLITS IN 18"Ø CASING TO INSTALL PIPE SADDLES.
4. DRILL HOLE IN EXISTING GIRDER STIFFENER AND INSTALL LATERAL SUPPORT STRUT.
5. PRESSURE TEST, FLUSH AND CHLORINATE WATER LINE.
6. MAKE TIE-INS AT BOTH ENDS AND RELOCATE PRV TO NEW PIPE, KEEPING ISOLATION VALVES CLOSED ON NEW LINE UNTIL PRV IS RELOCATED.
7. COMMISSION NEW PIPE.
8. REMOVE EXISTING 8"Ø WATER LINE AND SUPPORTS. CUT ALL CONCRETE ANCHORS SUPPORTING EXISTING 8"Ø WATER LINE FLUSH WITH CONCRETE AND COAT ENDS WITH EPOXY. CAREFULLY CUT SUPPORTS WELDED TO GIRDERS FLUSH WITH GIRDER AND AVOID CUTTING INTO GIRDER SECTION. COAT CUT FACES WITH PAINT IN ACCORDANCE WITH WSDOT STD. SPECIFICATION SECTION 6-07.
9. REMOVE WORK ACCESS UNDER BRIDGE.

NO.	DATE	APRVD	REVISION

PLANS ISSUED FOR

BID	10/16/25	ALC	CONST			RECORD		
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD

Designed MO
Drawn MO
Checked RPD
Design Review Level

MARK D. COLE — STATE OF WASHINGTON — 29303 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

ROBERT P. DOHERTY — STATE OF WASHINGTON — 43425 — REGISTERED PROFESSIONAL ENGINEER — 10/16/2025

Otak

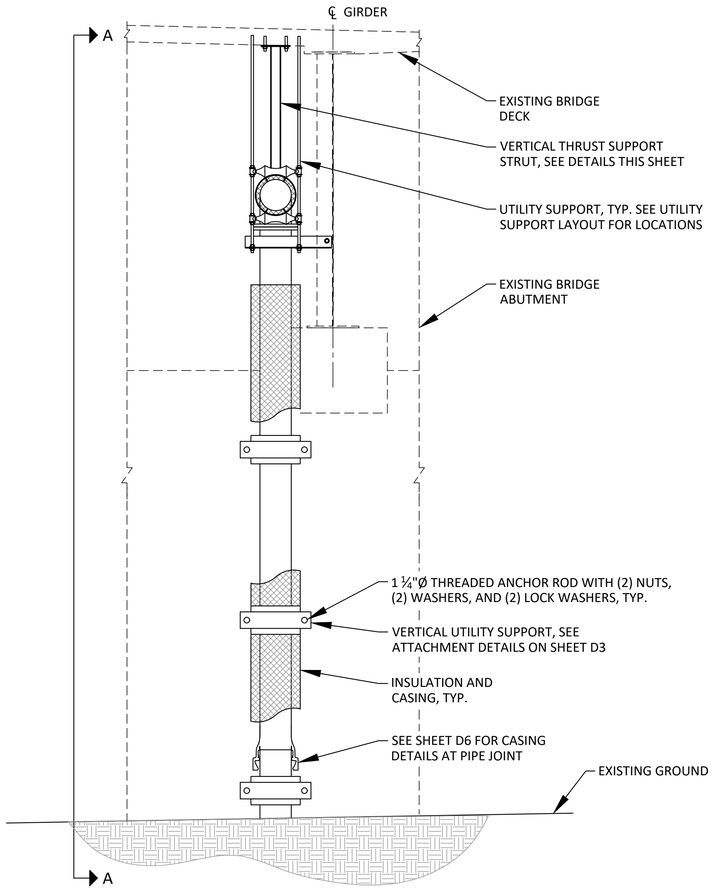
EVERETT PUBLIC WORKS
3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

WATER MAIN REPLACEMENT "Y" PHASE 2
WORK ORDER 3814
REGION - **10** | STATE - **WA** | FEDERAL AID# - **#######**

DETAILS
I-5 BRIDGE ATTACHMENT DETAILS 1 OF 4

Drawing D2
Sheet No. 9 / 16 Of Total

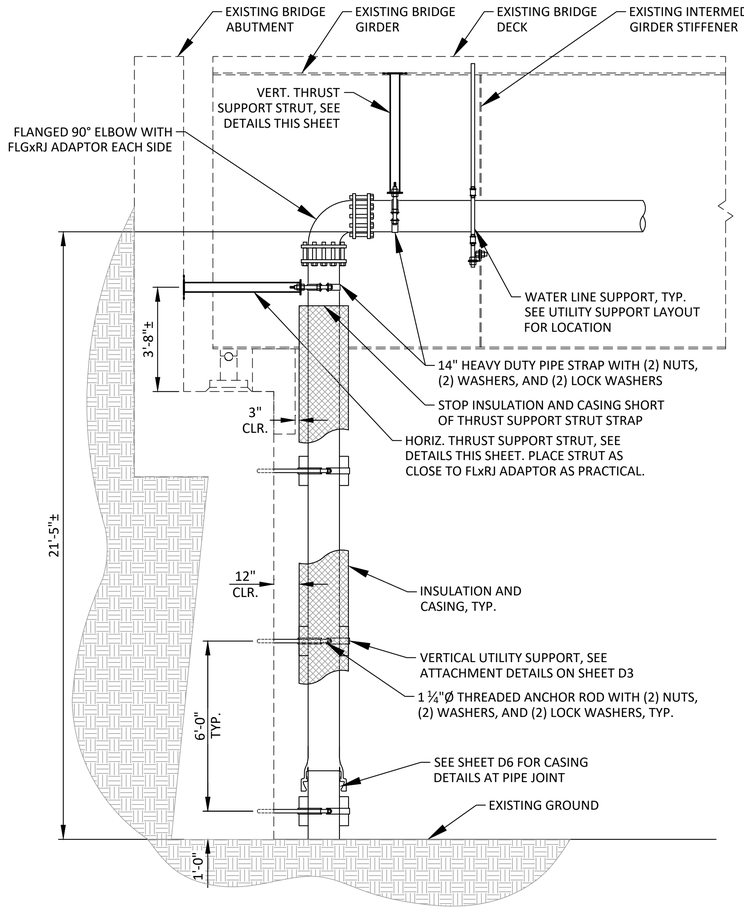
Plot date 10/16/2025 11:45 AM Plotted by Matt OConnell Last saved by Matt OConnell Plot style Everett 2016.stb Sheetset Name
Page Name Utility Details
File Name C:\OTAK\PROJECT\21000\21001A\04 CAD\ACAD\DWG\PHASE 2\3814-02-05.DWG
Surveyed By # Date # Control Monument # City of Everett Field Book/Starting Page # / #



ABUTMENT 1 ELEVATION

SCALE: 3/8" = 1'-0"

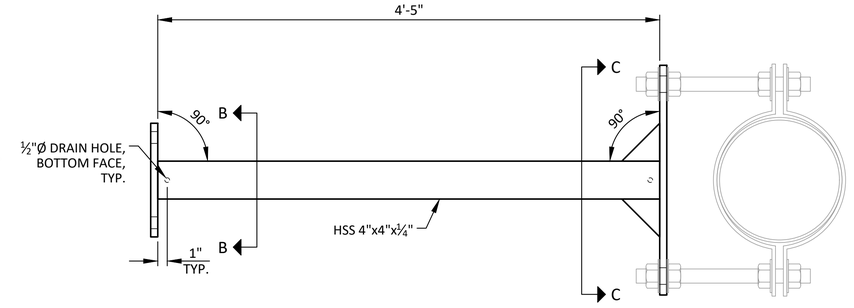
FACING SOUTHWEST AT FACE OF ABUTMENT



A VIEW

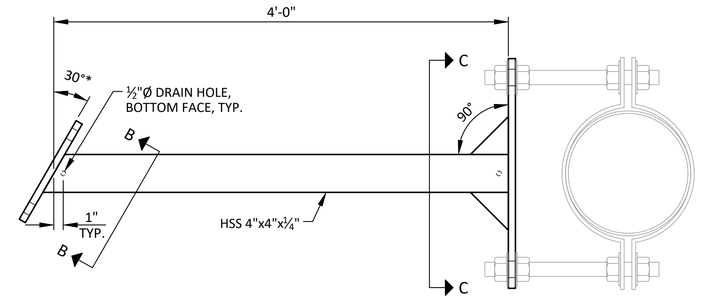
SCALE: 3/8" = 1'-0"

NOTE: AVOID PIPE AND CASING JOINTS WITH ALL PIPE STRAPS AND PIPE SADDLES.



VERTICAL THRUST SUPPORT STRUT

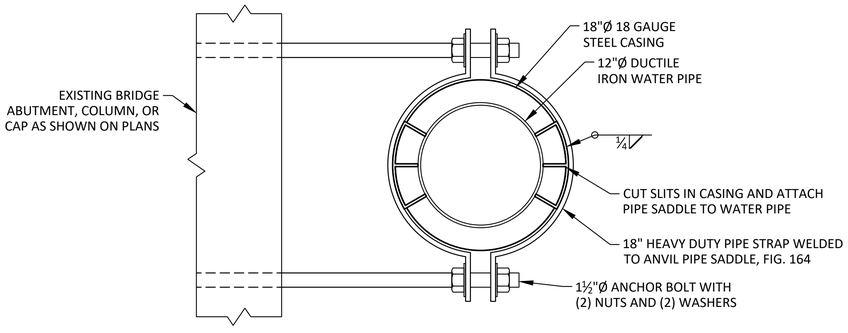
SCALE: 1-1/2" = 1'-0"



HORIZONTAL THRUST SUPPORT STRUT

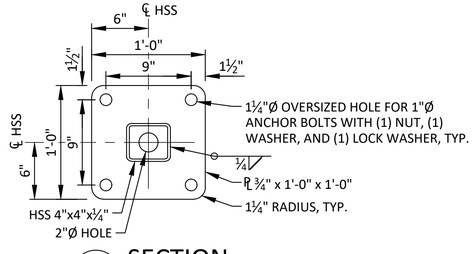
SCALE: 1-1/2" = 1'-0"

*VERIFY PRIOR TO FABRICATION



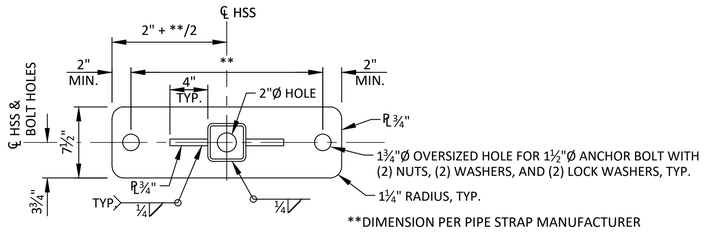
VERTICAL UTILITY SUPPORT ATTACHMENT DETAIL

SCALE: 1-1/2" = 1'-0"



B SECTION

SCALE: 1-1/2" = 1'-0"



**DIMENSION PER PIPE STRAP MANUFACTURER

C SECTION

SCALE: 1-1/2" = 1'-0"

NO.	DATE	APRVD	REVISION
			PLANS ISSUED FOR

BID	10/16/25	ALC	CONST			RECORD		
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD

Designed MO
Drawn MO
Checked RPD
Design Review Level

MARK D. COLE — STATE OF WASHINGTON — 21803 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

ROBERT P. DOHERTY — STATE OF WASHINGTON — 43425 — REGISTERED PROFESSIONAL ENGINEER — 10/16/2025

Otak

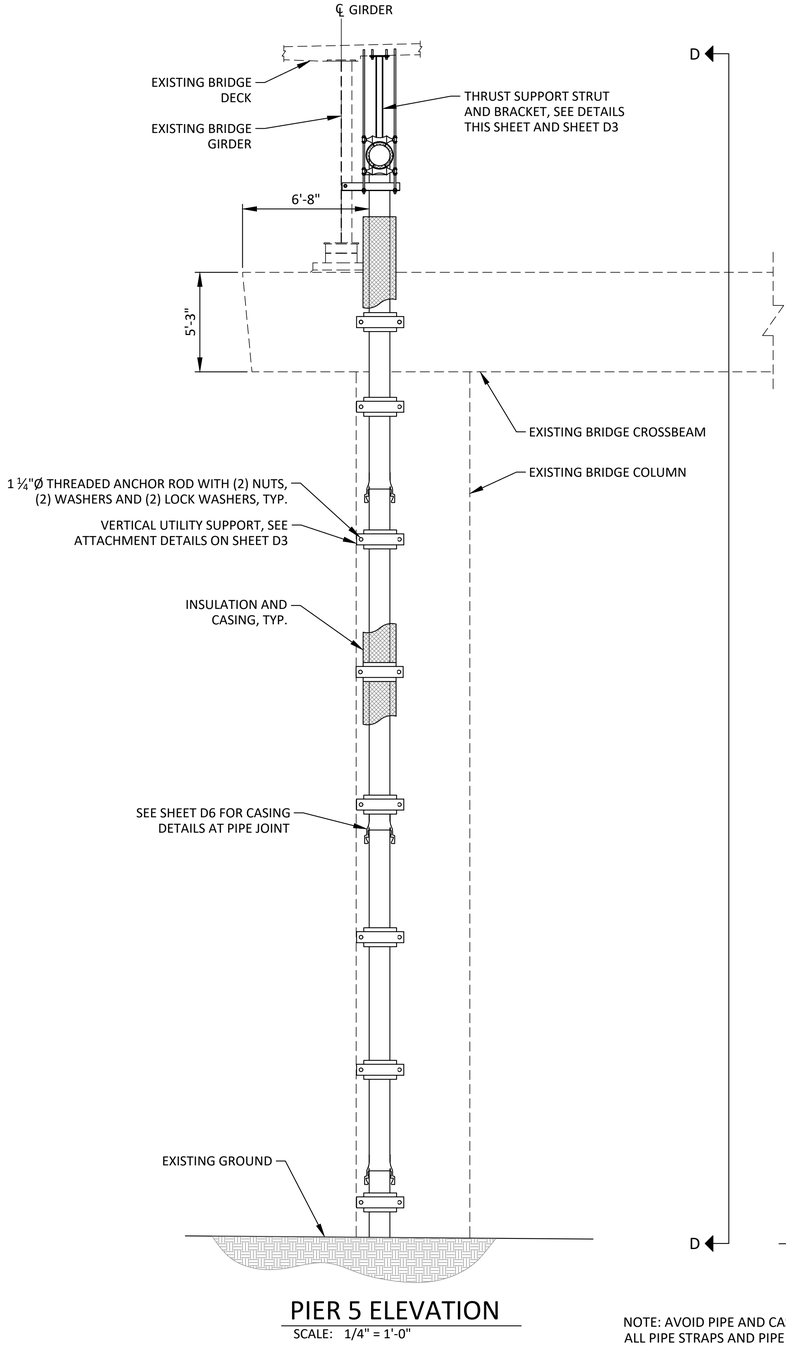
EVERETT PUBLIC WORKS
3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

WATER MAIN REPLACEMENT "Y"
PHASE 2
WORK ORDER 3814
REGION - **10** | STATE - **WA** | FEDERAL AID# - **#######**

DETAILS
I-5 BRIDGE ATTACHMENT DETAILS 2 OF 4

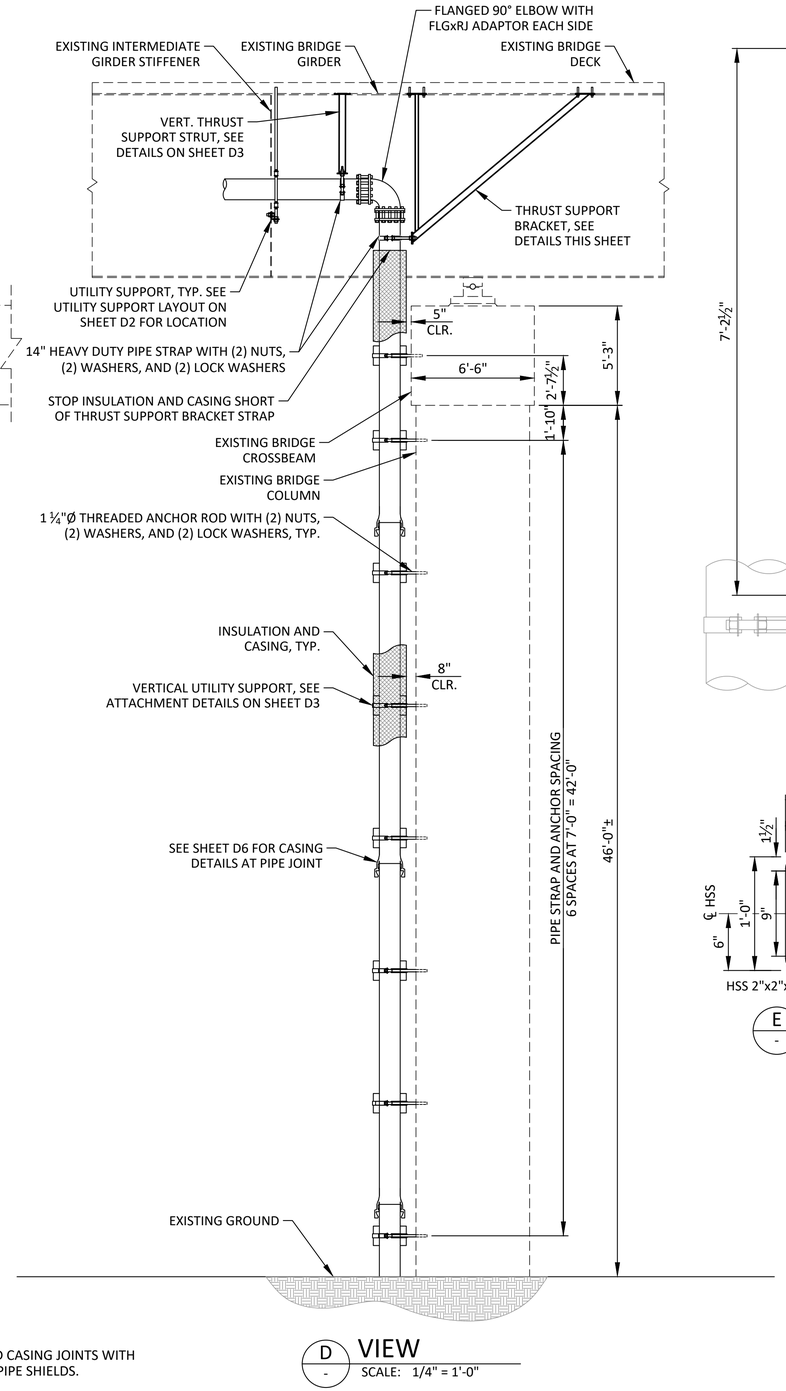
Drawing D3
Sheet No. 12 / 16 Of Total

Plot date: 10/15/2025 4:21 PM Plotted by: Ahmed Kayanda Last saved by: ahmed.kayanda Plot style: Everett-2016.stb Sheetset Name: Sheet Name
File Name: P:\Projects\3814\Phase 2\100\D\100\A\04 CAD\4-CAD\DWG\PHASE 2\3814-D2-D5.DWG
Surveyed by: # Date: # Control Monument: # City of Everett Field Book/Starting Page: # / #



PIER 5 ELEVATION

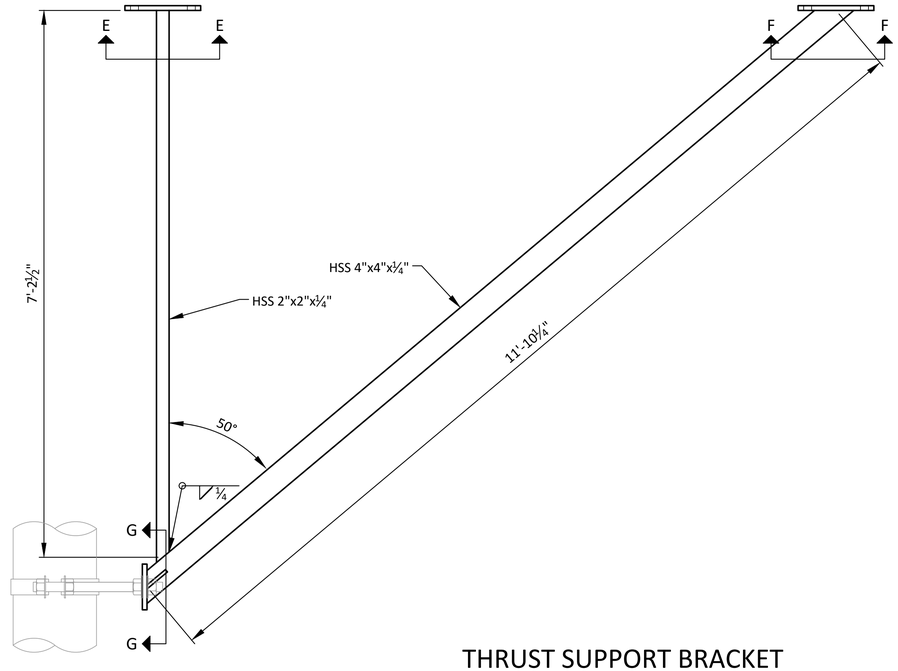
SCALE: 1/4" = 1'-0"



D VIEW

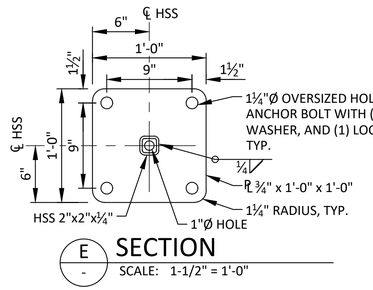
SCALE: 1/4" = 1'-0"

NOTE: AVOID PIPE AND CASING JOINTS WITH ALL PIPE STRAPS AND PIPE SHIELDS.



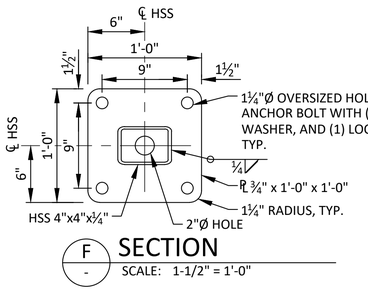
THRUST SUPPORT BRACKET

SCALE: 1" = 1'-0"



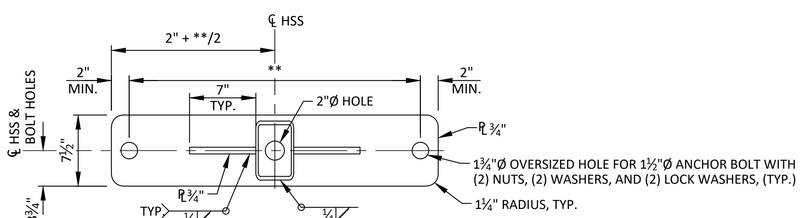
E - SECTION

SCALE: 1-1/2" = 1'-0"



F - SECTION

SCALE: 1-1/2" = 1'-0"



**DIMENSION PER PIPE STRAP MANUFACTURER

G - SECTION

SCALE: 1-1/2" = 1'-0"

NO.	DATE	APRVD	REVISION

PLANS ISSUED FOR

BID	10/16/25	ALC	CONST			RECORD		
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD

Designed MO
Drawn MO
Checked RPD
Design Review Level

MARK D. COLE — STATE OF WASHINGTON — 22303 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

ROBERT P. DOHERTY — STATE OF WASHINGTON — 43425 — REGISTERED PROFESSIONAL ENGINEER — 10/16/2025

Otak

EVERETT PUBLIC WORKS

3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

WATER MAIN REPLACEMENT "Y" PHASE 2

WORK ORDER 3814

REGION - **10** | *STATE* - **WA** | *FEDERAL AID#* - **#######**

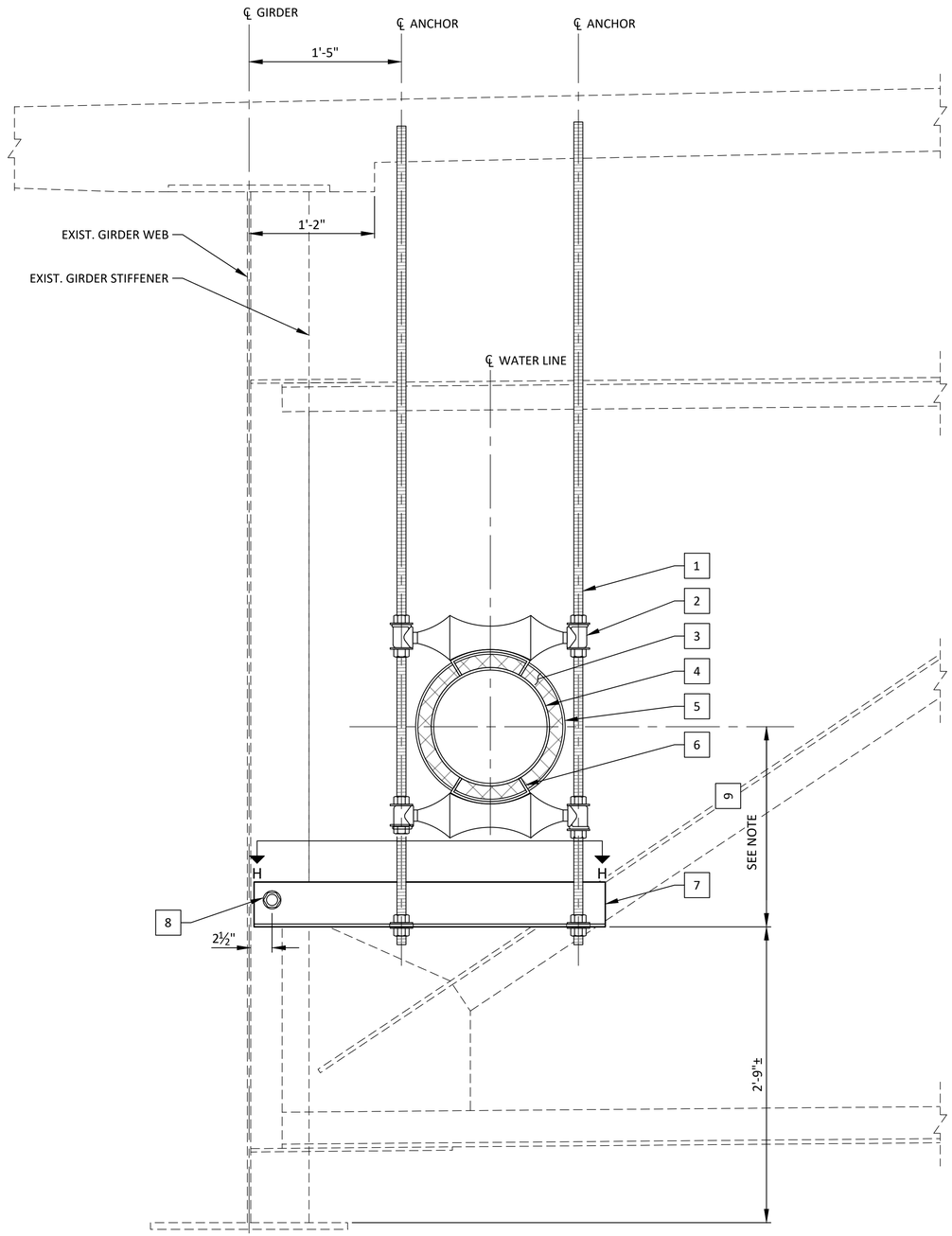
DETAILS

I-5 BRIDGE ATTACHMENT DETAILS 3 OF 4

Drawing D4

Sheet No. 11 / 16 Of Total

Plot date 10/15/2025 4:21 PM Plotted by: Ahmed Kayanda Last saved by: ahmed.kayanda Plot style Everett-2016.ctb Sheetset Name
File name: W:\Projects\3813.0000\3814.0000\3814.0000.1100\A\04-CAD\CADD\WG\PHASE 2\3814-02-05.DWG
Surveyed By: # Date: # Control Monument: # City of Everett Field Book/Starting Page: # / #



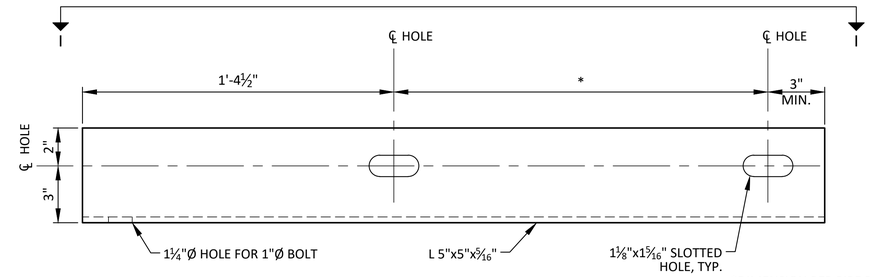
UTILITY SUPPORT

SCALE: 1-1/2" = 1'-0"

NOTE: AVOID PIPE AND CASING JOINTS WITH ALL UTILITY SUPPORTS.

UTILITY SUPPORT NOTES

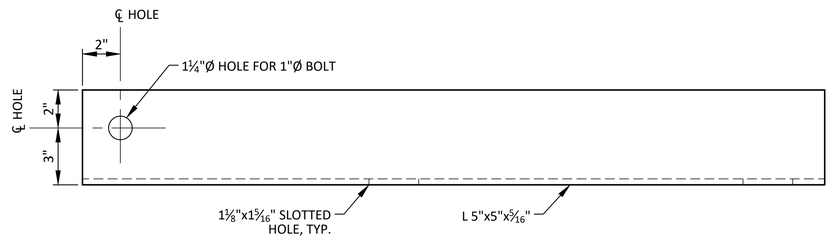
1. 1" DIAM. ANCHOR ROD FOR PIPE ROLLER SUPPORT, WITH (6) NUTS AND (6) WASHERS.
2. PIPE ROLLER. B-LINE 3114, ANVIL FIG. 171, OR APPROVED EQUAL.
3. PIPE INSULATION AS SHOWN ON SHEET D6.
4. 12"Ø DI WATER PIPE.
5. 18"Ø, 18 GAUGE GALVANIZED STEEL PIPE CASING, EXCEPT AT ENDS AS SHOWN ON SHEET D6.
6. PIPE SADDLE. ANVIL FIG. 164. CUT SLITS IN 18"Ø CASING TO INSTALL.
7. LATERAL SUPPORT STRUT BOLTED TO GIRDER STIFFENER. SEE DETAIL, THIS SHEET.
8. DRILL 1¼"Ø HOLE IN EXISTING GIRDER STIFFENER AND CONNECT WITH 1" DIAM. BOLT (ASTM F3125 GR. A325), WITH (1) NUT AND (2) WASHERS. INSTALL ALSO (2) LOCK WASHERS, ONE BETWEEN EACH BOTTOM NUT AND WASHER.
9. ADJUST PIPE TO PROVIDE A SMOOTH GRADE FULL LENGTH. THE INTENT IS FOR PIPE INSTALLATION TO BE AS LOW AS POSSIBLE. THE ANTICIPATED DIMENSION RANGE IS 1'-1"± TO 2'-0"±



*DIMENSION PER PIPE ROLLER MANUFACTURER

VIEW - LATERAL SUPPORT STRUT (H)

SCALE: 1/4" = 1'-0"



VIEW - LATERAL SUPPORT STRUT (I)

SCALE: 1/4" = 1'-0"

NO.	DATE	APRVD	REVISION
			PLANS ISSUED FOR

BID	10/16/25	ALC	CONST			RECORD		
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD

Designed MO
Drawn MO
Checked RPD
Design Review Level

MARK D. COLE — STATE OF WASHINGTON — 29303 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

ROBERT P. DOHERTY — STATE OF WASHINGTON — 43425 — REGISTERED PROFESSIONAL ENGINEER — 10/16/2025

Otak

EVERETT PUBLIC WORKS
3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

WATER MAIN REPLACEMENT "Y" PHASE 2

WORK ORDER 3814

REGION - **10** | *STATE* - **WA** | *FEDERAL AID#* - **#######**

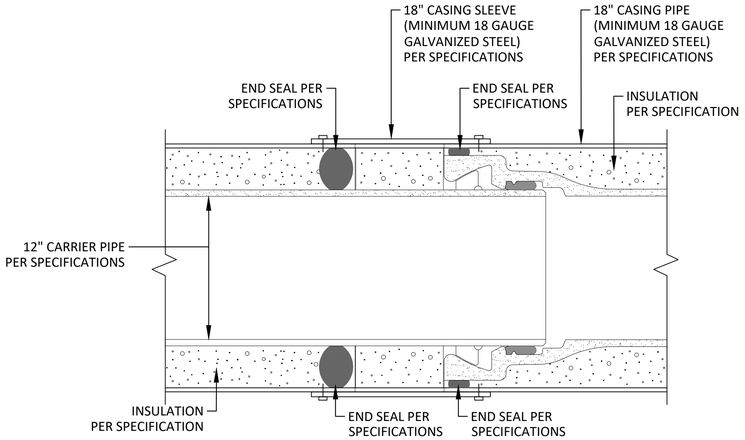
DETAILS

I-5 BRIDGE ATTACHMENT DETAILS 4 OF 4

Drawing D5

Sheet No. 12 / 16 Of Total

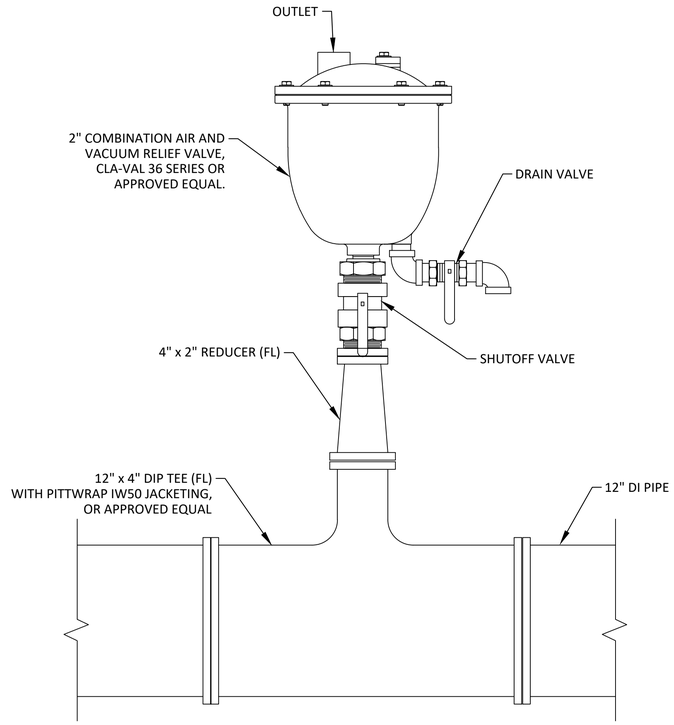
Plot date: 10/15/2025 4:23 PM Plotted by: Ahmed Kayanda Last saved by: ahmed.kayanda Plot style: Everett-2016.stb Sheetset Name
File Name: P:\3800\3814\3100\2100\A104-CAD\A-CAD\DWG\PHASE 2\3814-02-D5.DWG
Design Engineer Date # Control Monument # City of Everett Field Book/Starting Page # / #
Surveyed By: #



(AS MANUFACTURED BY DUC-TITE, THERMACOR, OR APPROVED EQUAL)

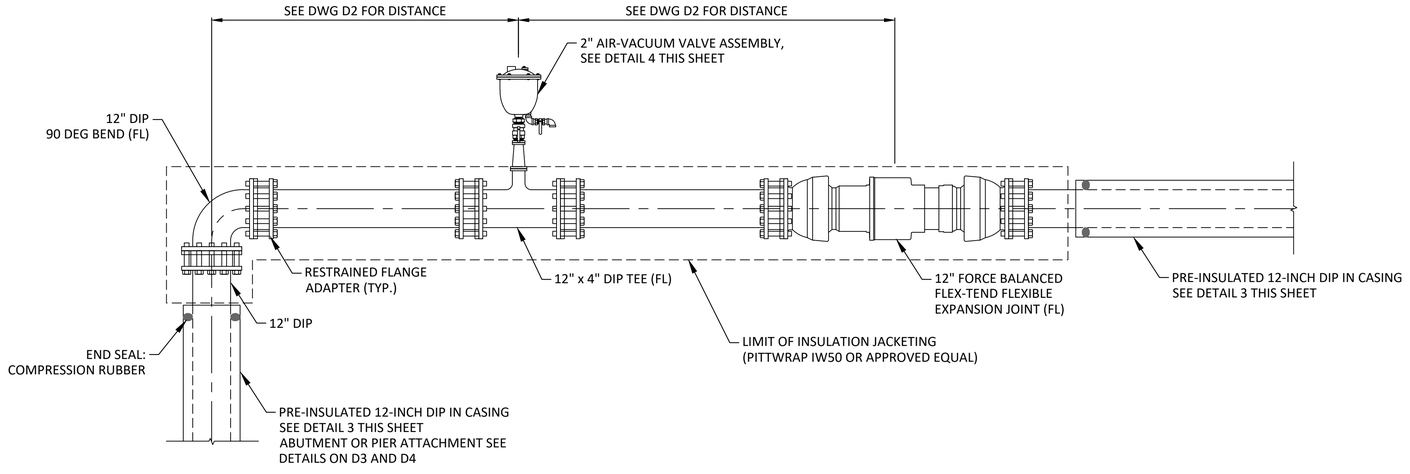
3 PRE-INSULATED DUCTILE IRON PIPE IN STEEL CASING DETAIL

SCALE: N.T.S.



4 AIR-VACUUM VALVE ASSEMBLY (ON BRIDGE)

SCALE: N.T.S.



5 PIPE APPRUTENANCES DETAIL AT BRIDGE ENDS

SCALE: N.T.S.

NO.	DATE	APRVD	REVISION
			PLANS ISSUED FOR

BID	10/16/25	ALC	CONST			RECORD		
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD

Designed EH
Drawn AK
Checked MDC
Design Review Level

MARK D. COLE — STATE OF WASHINGTON — 21809 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

YI HUA CHEN — STATE OF WASHINGTON — 52003 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

Otak

EVERETT PUBLIC WORKS

3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

WATER MAIN REPLACEMENT "Y"
PHASE 2

WORK ORDER 3814

REGION - **10** | STATE - **WA** | FEDERAL AID# - **########**

DETAILS

WATER LINE DETAILS

Drawing D6

Sheet No. 13 / 16 Of Total

Plot date 10/15/2025 4:22 PM Plotted by: Ahmed Kayanda Last saved by ahmed.kayanda Plot style Everett-2016.stb Sheetset Name
Project Number 21200 Phase 21200\21200\A\04 CAD\ACAD\DWG\PHASE 2\3814-D6.DWG
Surveyed by # Date: # Control Monument # City of Everett Field Book/Starting Page # / #



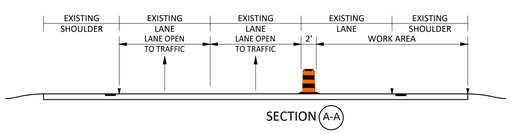
SEE SHEET TC2 FOR CONTINUATION

TRAFFIC CONTROL NOTES:

1. miniPCMS PERMITTED ON 2-LANE FREEWAYS.
2. ON 2-LANE FREEWAYS, LEFT SHOULDER SIGNAGE OPTIONAL IF PAVED SHOULDER WIDTH IS LESS THAN 6 FEET.
3. IF FEASIBLE, AVOID PLACING LANE CLOSURE OR LANE SHIFT TAPERS WITHIN OR IMMEDIATELY FOLLOWING HORIZONTAL CURVES.
4. DISTANCE INCREASES AS WORK AREA MOVES DOWNSTREAM.
5. RED/WHITE OR BLACK/YELLOW CHEVRON PATTERN OK. ADDITIONAL TRANSPORTABLE ATTENUATORS MAY BE ADDED BEHIND EACH WORK CREW.
6. ADD W21-30-SERIES SIGNS (48"X48", 5' HEIGHT) 500'± PRIOR TO FREQUENT CONSTRUCTION VEHICLES INGRESS/EGRESS INTO THE OPEN LANE(S).
7. NOTIFY WSDOT BY EMAILING JOESEPH.BIVINS@WSDOT.WA.GOV, OR CALLING 206-440-4470 AT LEAST 5 DAYS BEFORE STARTING WORK, PLEASE REFERENCE YOUR PERMIT NUMBER AND LOCATION OF WORK.
8. CALL WSDOT RADIO AT 206-440-4490 AT THE TIME THE LANE IS CLOSED, AND AGAIN WHEN IT IS OPENED. LEAVE A CONTACT NAME AND CELL PHONE NUMBER WITH RADIO.
9. NOTIFY LOCAL TRANSIT AGENCIES AND AFFECTED BUSINESSES, 5 BUSINESS DAYS PRIOR TO START OF WORK.
10. PEDESTRIANS AND BICYCLISTS SHALL BE ACCOMMODATED THROUGH THE WORK ZONE. ASSISTANCE OR SIGNED DETOUR SHALL BE PROVIDED.
11. ONLY ESSENTIAL EQUIPMENT AND MATERIALS SHALL BE ON WSDOT ROW DURING WORKING HOURS. NO EQUIPMENT OR MATERIALS SHALL BE ON WSDOT ROW DURING NON-WORKING HOURS.
12. ALL CHANNELIZATION DEVICES SHALL BE TRAFFIC SAFETY DRUMS WITH TYPE C LIGHTS OR 6" RETRO-REFLECTIVE BANDS PER WSDOT STANDARD SPECIFICATIONS.
13. DURING NON-WORKING HOURS, THE AREA SHALL MEET CRITERIA IN WSDOT STD. SPECS. 1-07.23, INCLUDING BUT NOT LIMITED TO "DROP OFF" PROTECTION.
14. ALL "W" SERIES SIGNS SHALL BE 48" X 48", BLACK ON FLUORESCENT ORANGE, AND MEET CURRENT WSDOT REFLECTIVITY SPECIFICATIONS UNLESS OTHERWISE NOTED.
15. ALL "R" SERIES SIGNS SHALL BE BLACK ON WHITE AND MEET CURRENT WSDOT REFLECTIVITY SPECIFICATIONS UNLESS OTHERWISE NOTED.
16. WHEN CROSS STREETS OR SIDE STREETS FALL WITHIN THE ADVANCED WARNING SIGN SEQUENCE, SIGNS SHALL ALSO BE PLACED ON THE SIDE STREETS.
17. ALLOWABLE CLOSURE HOURS SHALL BE SUNDAY THROUGH THURSDAY, 9:00 PM TO 5:00 AM, NIGHTLY.

LEGEND

- TEMPORARY SIGN LOCATION (1' MIN HEIGHT)
- TEMPORARY SIGN LOCATION (5' MIN HEIGHT)
- TRAFFIC SAFETY DRUM
- SMART SEQUENTIAL ARROW SIGN (CONNECTED)
- TRANSPORTABLE ATTENUATOR
- PCMS PORTABLE CHANGEABLE MESSAGE SIGN



PCMS	
1	2
RIGHT LANE CLOSURE	1 MILE AHEAD
2.0 SEC	2.0 SEC

FIELD LOCATE IN ADVANCE OF TEMPORARY SIGNS.

HOLIDAY IMPACTS: NO CLOSURES WILL BE ALLOWED FROM NOON THE DAY PRIOR TO A HOLIDAY OR HOLIDAY WEEKEND THROUGH NOON THE DAY FOLLOWING A HOLIDAY OR HOLIDAY WEEKEND. HOLIDAYS THAT FALL ON FRIDAY, SATURDAY, SUNDAY, OR MONDAY CONSTITUTE A HOLIDAY WEEKEND.

JURISDICTION: APPROVAL LIMITED TO TRAFFIC CONTROL DEVICES LOCATED WITHIN WSDOT RIGHT-OF-WAY. DEVICES ON CITY OR COUNTY ROADS ARE THE RESPONSIBILITY OF THE CITY OR COUNTY.

FREEWAY (2+ LANES): SINGLE RIGHT LANE CLOSURE
(MAINTAIN EXISTING SPEED LIMIT)

RECOMMENDED SIGN SPACING = X (1)		
FREEWAYS & EXPRESSWAYS	50-75 MPH	1500'±
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS AND DRIVEWAYS.		

LONGITUDINAL BUFFER SPACE = B							
SPEED (MPH)	45	50	55	60	65	70	75
B (feet)	360	425	495	570	645	730	820
BUFFER SPACE MAY BE ADJUSTED (±) BASED ON FIELD CONDITIONS.							

SHOULDER CLOSURE TAPER LENGTH = L/3								
SHOULDER WIDTH	SPEED (MPH)	45	50	55	60	65	70	75
< 6'	L/3 (feet)	60	80	80	80	80	80	80
6'		90	120	120	120	160	160	160
10'		150	200	200	200	240	240	280

STATIONARY TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R			
HOST VEHICLE WEIGHT LESS THAN 22,000 lbs.		HOST VEHICLE WEIGHT 22,000+ lbs.	
45-55 MPH	60+ MPH	45-55 MPH	60+ MPH
123'	172'	100'	150'

LANE CLOSURE TAPER LENGTH = L								
LANE WIDTH	SPEED (MPH)	45	50	55	60	65	70	75
12'	L (feet)	540	600	680	720	800	840	920
AVOID REDUCING LANE CLOSURE LENGTH ON 45+ MPH ROADWAYS.								

MAXIMUM CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
50-75	40	80
45	30	60

NO.	DATE	APRVD	REVISION

PLANS ISSUED FOR

BID	10/16/25	ALC	CONST			RECORD		
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD

Designed EH
Drawn AK
Checked MDC
Design Review Level

MARK D. COLE — STATE OF WASHINGTON — 29307 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

YI HUA HO — STATE OF WASHINGTON — 52003 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

Otak

EVERETT PUBLIC WORKS
3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

WATER MAIN REPLACEMENT "Y" PHASE 2

WORK ORDER 3814

REGION - **10** | *STATE* - **WA** | *FEDERAL AID#* - **########**

TRAFFIC CONTROL PLAN

I-5 BRIDGE SOUTHBOUND

Drawing TC1

Sheet No. 14 / 16 Of Total

Plot date 10/15/2025 4:23 PM Plotted by Ahmed Kayanda Last saved by ahmed.kayanda Plot style Everett-2016.stb Sheetset Name
Plotted by: Ahmed Kayanda
File Name: C:\Users\AKAYANDA\Otak, Inc\Everett - 21000\21001\A\06 CAD\ACAD\DWG\Phase 2\381A-TC1-TC3.DWG
Surveyed By # Date # Control Monument # City of Everett Field Book/Starting Page # / #

SEE SHEET TC1 FOR CONTINUATION

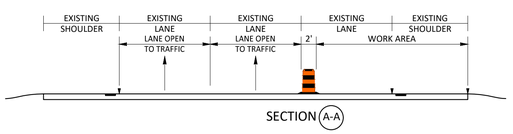


TRAFFIC CONTROL NOTES:

1. miniPCMS PERMITTED ON 2-LANE FREEWAYS.
2. ON 2-LANE FREEWAYS, LEFT SHOULDER SIGNAGE OPTIONAL IF PAVED SHOULDER WIDTH IS LESS THAN 6 FEET.
3. IF FEASIBLE, AVOID PLACING LANE CLOSURE OR LANE SHIFT TAPERS WITHIN OR IMMEDIATELY FOLLOWING HORIZONTAL CURVES.
4. DISTANCE INCREASES AS WORK AREA MOVES DOWNSTREAM.
5. RED/WHITE OR BLACK/YELLOW CHEVRON PATTERN OK. ADDITIONAL TRANSPORTABLE ATTENUATORS MAY BE ADDED BEHIND EACH WORK CREW.
6. ADD W21-30-SERIES SIGNS (48"X48", 5' HEIGHT) 500'± PRIOR TO FREQUENT CONSTRUCTION VEHICLES INGRESS/EGRESS INTO THE OPEN LANE(S).
7. NOTIFY WSDOT BY EMAILING JOESEPH.BIVINS@WSDOT.WA.GOV, OR CALLING 206-440-4470 AT LEAST 5 DAYS BEFORE STARTING WORK, PLEASE REFERENCE YOUR PERMIT NUMBER AND LOCATION OF WORK.
8. CALL WSDOT RADIO AT 206-440-4490 AT THE TIME THE LANE IS CLOSED, AND AGAIN WHEN IT IS OPENED. LEAVE A CONTACT NAME AND CELL PHONE NUMBER WITH RADIO.
9. NOTIFY LOCAL TRANSIT AGENCIES AND AFFECTED BUSINESSES, 5 BUSINESS DAYS PRIOR TO START OF WORK.
10. PEDESTRIANS AND BICYCLISTS SHALL BE ACCOMMODATED THROUGH THE WORK ZONE. ASSISTANCE OR SIGNED DETOUR SHALL BE PROVIDED.
11. ONLY ESSENTIAL EQUIPMENT AND MATERIALS SHALL BE ON WSDOT ROW DURING WORKING HOURS. NO EQUIPMENT OR MATERIALS SHALL BE ON WSDOT ROW DURING NON-WORKING HOURS.
12. ALL CHANNELIZATION DEVICES SHALL BE TRAFFIC SAFETY DRUMS WITH TYPE C LIGHTS OR 6" RETRO-REFLECTIVE BANDS PER WSDOT STANDARD SPECIFICATIONS.
13. DURING NON-WORKING HOURS, THE AREA SHALL MEET CRITERIA IN WSDOT STD. SPECS. 1-07.23, INCLUDING BUT NOT LIMITED TO "DROP OFF" PROTECTION.
14. ALL "W" SERIES SIGNS SHALL BE 48" X 48", BLACK ON FLUORESCENT ORANGE, AND MEET CURRENT WSDOT REFLECTIVITY SPECIFICATIONS UNLESS OTHERWISE NOTED.
15. ALL "R" SERIES SIGNS SHALL BE BLACK ON WHITE AND MEET CURRENT WSDOT REFLECTIVITY SPECIFICATIONS UNLESS OTHERWISE NOTED.
16. WHEN CROSS STREETS OR SIDE STREETS FALL WITHIN THE ADVANCED WARNING SIGN SEQUENCE, SIGNS SHALL ALSO BE PLACED ON THE SIDE STREETS.
17. ALLOWABLE CLOSURE HOURS SHALL BE SUNDAY THROUGH THURSDAY, 9:00 PM TO 5:00 AM, NIGHTLY.

LEGEND

- TEMPORARY SIGN LOCATION (1' MIN HEIGHT)
- TEMPORARY SIGN LOCATION (5' MIN HEIGHT)
- TRAFFIC SAFETY DRUM
- SMART SEQUENTIAL ARROW SIGN (CONNECTED)
- TRANSPORTABLE ATTENUATOR
- PCMS — PORTABLE CHANGEABLE MESSAGE SIGN



SECTION (A-A)

PCMS	
1	2
RIGHT LANE CLOSURE	1 MILE AHEAD
2.0 SEC	2.0 SEC

FIELD LOCATE IN ADVANCE OF TEMPORARY SIGNS.

HOLIDAY IMPACTS: NO CLOSURES WILL BE ALLOWED FROM NOON THE DAY PRIOR TO A HOLIDAY OR HOLIDAY WEEKEND THROUGH NOON THE DAY FOLLOWING A HOLIDAY OR HOLIDAY WEEKEND. HOLIDAYS THAT FALL ON FRIDAY, SATURDAY, SUNDAY, OR MONDAY CONSTITUTE A HOLIDAY WEEKEND.

JURISDICTION: APPROVAL LIMITED TO TRAFFIC CONTROL DEVICES LOCATED WITHIN WSDOT RIGHT-OF-WAY. DEVICES ON CITY OR COUNTY ROADS ARE THE RESPONSIBILITY OF THE CITY OR COUNTY.

FREEWAY (2+ LANES): SINGLE RIGHT LANE CLOSURE
(MAINTAIN EXISTING SPEED LIMIT)

RECOMMENDED SIGN SPACING = X (1)		
FREEWAYS & EXPRESSWAYS	50-75 MPH	1500'±
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS AND DRIVEWAYS.		

LONGITUDINAL BUFFER SPACE = B							
SPEED (MPH)	45	50	55	60	65	70	75
B (feet)	360	425	495	570	645	730	820
BUFFER SPACE MAY BE ADJUSTED (±) BASED ON FIELD CONDITIONS.							

SHOULDER CLOSURE TAPER LENGTH = L/3								
SHOULDER WIDTH	SPEED (MPH)	45	50	55	60	65	70	75
< 6'	L/3 (feet)	60	80	80	80	80	80	80
6'		90	120	120	120	160	160	160
10'		150	200	200	200	240	240	280

STATIONARY TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R			
HOST VEHICLE WEIGHT LESS THAN 22,000 lbs.		HOST VEHICLE WEIGHT 22,000+ lbs.	
45-55 MPH	60+ MPH	45-55 MPH	60+ MPH
123'	172'	100'	150'

LANE CLOSURE TAPER LENGTH = L								
LANE WIDTH	SPEED (MPH)	45	50	55	60	65	70	75
12'	L (feet)	540	600	680	720	800	840	920
AVOID REDUCING LANE CLOSURE LENGTH ON 45+ MPH ROADWAYS.								

MAXIMUM CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
50-75	40	80
45	30	60

NO.	DATE	APRVD	REVISION

PLANS ISSUED FOR

BID	10/16/25	ALC	CONST			RECORD		
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD

Designed EH
Drawn AK
Checked MDC
Design Review Level

MARK D. COLE — STATE OF WASHINGTON — 29303 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

LI HUA HE — STATE OF WASHINGTON — 52003 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

Otak

EVERETT PUBLIC WORKS
3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

WATER MAIN REPLACEMENT "Y" PHASE 2

WORK ORDER 3814

REGION - **10** | *STATE* - **WA** | *FEDERAL AID#* - **########**

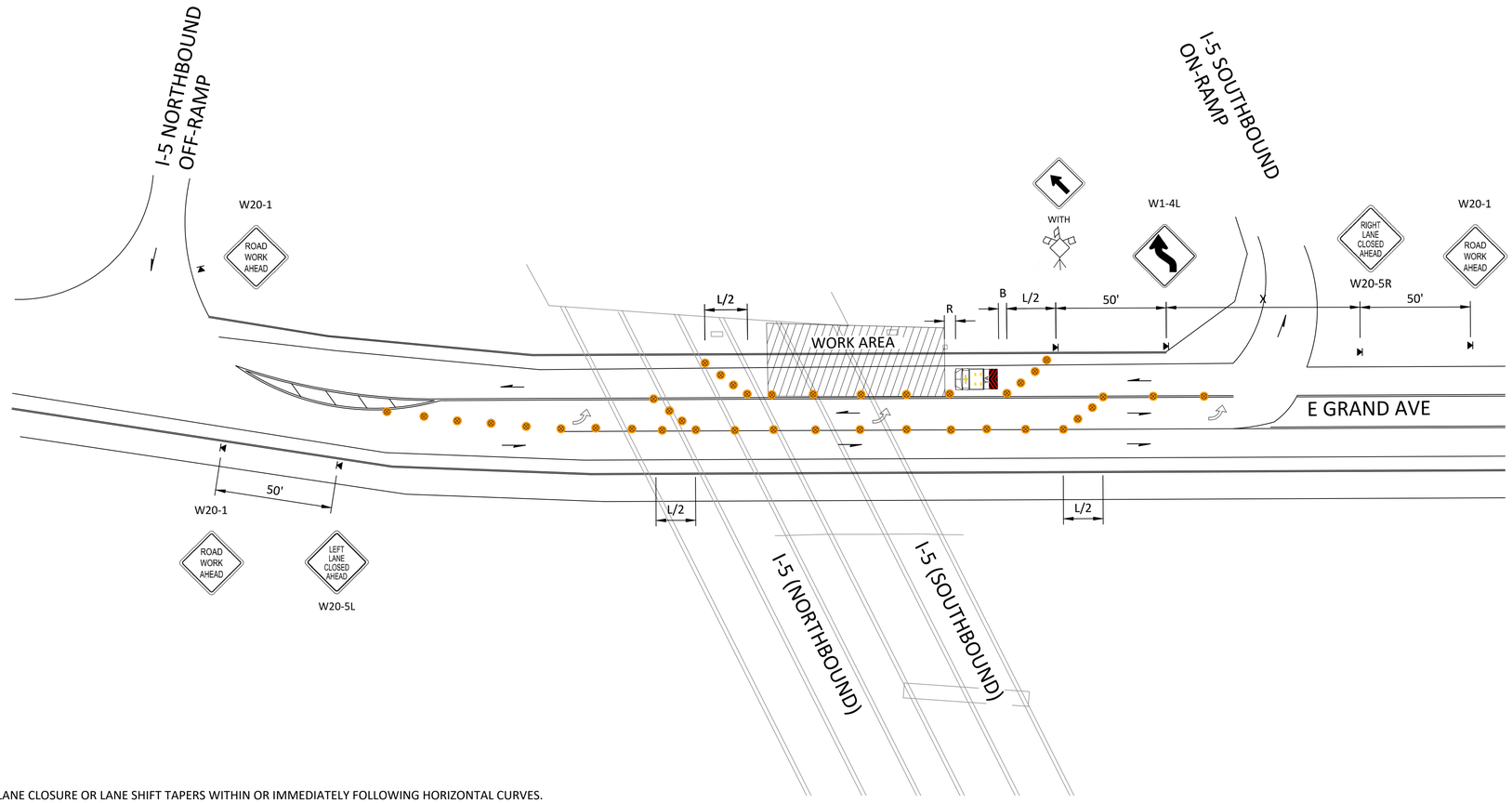
TRAFFIC CONTROL PLAN

I-5 SOUTHBOUND

Drawing TC2

Sheet No. 15 / 16 Of Total

Plot date 10/15/2025 4:23 PM Plotted by Ahmed Kayanda Last saved by ahmed.kayanda Plot style Everett-2016.stb Sheetset Name
Project Number (PWID) 3814 Surveyed By # Date # Control Monument # City of Everett Field Book/Starting Page # / #
P:\Projects\3814\1000\1100\A104 CAD\ACADDWG\PHASE 2\3814-TC1-TC3.DWG



TRAFFIC CONTROL NOTES:

1. IF FEASIBLE, AVOID PLACING LANE CLOSURE OR LANE SHIFT TAPERS WITHIN OR IMMEDIATELY FOLLOWING HORIZONTAL CURVES.
2. DISTANCE INCREASES AS WORK AREA MOVES DOWNSTREAM.
3. RED/WHITE OR BLACK/YELLOW CHEVRON PATTERN OK. ADDITIONAL TRANSPORTABLE ATTENUATORS MAY BE ADDED BEHIND EACH WORK CREW.
4. IF USED, PLACE DEVICES TRANSVERSELY ACROSS CLOSED LANES AT 45 AND 5' SPACING AT STRATEGIC LOCATIONS.
5. IF USED, DOWNSTREAM TAPER DEVICE SPACING IS 20'.
6. BICYCLIST ACCOMMODATIONS, WHERE FACILITY OPEN TO BICYCLES:
   (A) BICYCLES PROHIBITED VIA R5-601 & R5-6 SIGNS. PROVIDE SIGNED DETOUR OR ALTERNATIVE ROUTE.
   (B) BICYCLES PROHIBITED VIA R5-601 & R5-6 SIGNS. PROVIDE FREE SHUTTLE (WORK TRUCK, VAN, OR BUS OK) + CONTACT INFORMATION OR PHONE BOX.
7. NOTIFY WSDOT BY EMAILING JOESEPH.BIVINS@WSDOT.WA.GOV, OR CALLING 206-440-4470 AT LEAST 5 DAYS BEFORE STARTING WORK, PLEASE REFERENCE YOUR PERMIT NUMBER AND LOCATION OF WORK.
8. CALL WSDOT RADIO AT 206-440-4490 AT THE TIME THE LANE IS CLOSED, AND AGAIN WHEN IT IS OPENED. LEAVE A CONTACT NAME AND CELL PHONE NUMBER WITH RADIO.
9. NOTIFY LOCAL TRANSIT AGENCIES AND AFFECTED BUSINESSES, 5 BUSINESS DAYS PRIOR TO START OF WORK.
10. PEDESTRIANS AND BICYCLISTS SHALL BE ACCOMMODATED THROUGH THE WORK ZONE. ASSISTANCE OR SIGNED DETOUR SHALL BE PROVIDED.
11. ONLY ESSENTIAL EQUIPMENT AND MATERIALS SHALL BE ON WSDOT ROW DURING WORKING HOURS. NO EQUIPMENT OR MATERIALS SHALL BE ON WSDOT ROW DURING NON-WORKING HOURS.
12. ALL CHANNELIZATION DEVICES SHALL BE TRAFFIC SAFETY DRUMS WITH TYPE C LIGHTS OR 6" RETRO-REFLECTIVE BANDS PER WSDOT STANDARD SPECIFICATIONS.
13. DURING NON-WORKING HOURS, THE AREA SHALL MEET CRITERIA IN WSDOT STD. SPECS. 1-07.23, INCLUDING BUT NOT LIMITED TO "DROP OFF" PROTECTION.
14. ALL "W" SERIES SIGNS SHALL BE 48" X 48", BLACK ON FLUORESCENT ORANGE, AND MEET CURRENT WSDOT REFLECTIVITY SPECIFICATIONS UNLESS OTHERWISE NOTED.
15. ALL "R" SERIES SIGNS SHALL BE BLACK ON WHITE AND MEET CURRENT WSDOT REFLECTIVITY SPECIFICATIONS UNLESS OTHERWISE NOTED.
16. WHEN CROSS STREETS OR SIDE STREETS FALL WITHIN THE ADVANCED WARNING SIGN SEQUENCE, SIGNS SHALL ALSO BE PLACED ON THE SIDE STREETS.
17. ALLOWABLE CLOSURE HOURS SHALL BE SUNDAY THROUGH THURSDAY, 9:00 PM TO 5:00 AM, NIGHTLY.

HOLIDAY IMPACTS: NO CLOSURES WILL BE ALLOWED FROM NOON THE DAY PRIOR TO A HOLIDAY OR HOLIDAY WEEKEND THROUGH NOON THE DAY FOLLOWING A HOLIDAY OR HOLIDAY WEEKEND. HOLIDAYS THAT FALL ON FRIDAY, SATURDAY, SUNDAY, OR MONDAY CONSTITUTE A HOLIDAY WEEKEND.

JURISDICTION: APPROVAL LIMITED TO TRAFFIC CONTROL DEVICES LOCATED WITHIN WSDOT RIGHT-OF-WAY. DEVICES ON CITY OR COUNTY ROADS ARE THE RESPONSIBILITY OF THE CITY OR COUNTY.

LONGITUDINAL BUFFER SPACE = B													
SPEED (MPH)	20	25	30	35	40	45	50	55	60	65	70	75
B (feet)	115	155	200	250	305	360	425	495	570	645	730	820
BUFFER SPACE MAY BE ADJUSTED (±) BASED ON FIELD CONDITIONS.													

PROTECTIVE VEHICLE ROLL AHEAD DISTANCE = R
STRATEGICALLY POSITION WORK VEHICLE TO PROTECT WORK CREW. 40' - 80' RECOMMENDED.

MINIMUM TAPER LENGTH = L (FEET)										
LANE WIDTH (FT)	POSTED SPEED (MPH)									
	25	30	35	40	45	50	55	60	65	70
10	105	150	205	270	450	500	550	-	-	-
11	115	165	225	295	495	550	605	660	-	-
12	125	180	245	320	540	600	660	720	780	840

MAXIMUM CHANNELIZATION DEVICE SPACING		
SPEED (MPH)	CONE SPACING (FT)	
	TANGENT	TAPER
25	25	20
30	30	20
35	35	20
40	40	20
45	45	20

LEGEND

- TEMPORARY SIGN LOCATION (1' MIN HEIGHT)
- TEMPORARY SIGN LOCATION (5' MIN HEIGHT)
- TRAFFIC SAFETY DRUM
- SMART SEQUENTIAL ARROW SIGN (CONNECTED)
- TRANSPORTABLE ATTENUATOR
- PCMS — PORTABLE CHANGEABLE MESSAGE SIGN

30 15 0 30 60
FEET

NO.	DATE	APRVD	REVISION

PLANS ISSUED FOR

BID			CONST			RECORD		
10/16/25								
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD

Designed EH
Drawn AK
Checked MDC
Design Review Level

MARK D. COLE — STATE OF WASHINGTON — 29303 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

YI HUA HO — STATE OF WASHINGTON — 52003 — REGISTERED PROFESSIONAL ENGINEER — 10/16/25

Otak

EVERETT PUBLIC WORKS
3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

WATER MAIN REPLACEMENT "Y" PHASE 2
WORK ORDER 3814
REGION - **10** | STATE - **WA** | FEDERAL AID# - **########**

TRAFFIC CONTROL PLAN
E GRAND AVE

Drawing TC3
Sheet No. 16
16 Of Total

Plot date 10/15/2025 4:23 PM Plotted by Ahmed Kayanda Last saved by ahmed.kayanda Plot style Everett-2016.stb Sheetset Name
Path&Name M:\Projects\21400\21001\0\04 CAD\ACAD\DWG\PHASE 2\3814-TC1-TC3.DWG
Surveyed By # Date # Control Monument # City of Everett Field Book/Starting Page # / #