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City of Puyallup
Public Works Engineering
Parks & Recreation Department
333 S Meridian
Puyallup, WA 98371

Puyallup Riverwalk Trail Silt Deposit Removal

Project Manual

October 6, 2026

Prepared by:
City of Puyallup
Public Works Engineering
333 South Meridian
Puyallup, WA 98371

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CONTRACT PROVISIONS

for

Puyallup Riverwalk Trail Silt Deposit Removal Project

October 2026

Prepared by:
City of Puyallup
Public Works Engineering
333 South Meridian
Puyallup, WA 98371

Prepared for:
City of Puyallup
Parks & Recreation Dept.
333 South Meridian
Puyallup, WA 98371

The above-mentioned Contract Provisions have been reviewed and approved for advertisement. Such review includes all contract documents, specifications, and plans associated with the project.

Prepared by: Drew Young

Checked by: Drew Young

Approved by: DocuSigned by: D5F18ACC03774A5...

CITY OF PUYALLUP
Approved for Construction
Public Works Engineering - City Engineer

By: DocuSigned by: Hans Hunger 1D7EB0CED63645D... — City Engineer

10/6/2026 — Date

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LEGAL DOCUMENTS

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NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that **seal bids** for the **Puyallup Riverwalk Trail Silt Deposit Removal Project** be received at the City of Puyallup, City Clerk's Office, City Hall, 333 South Meridian (4th Floor), Puyallup, Pierce County, Washington 98371 until 2:00 p.m., **Thursday, October 22, 2026.** Bids will be opened, read, and tabulated immediately following in the City Council Chambers, at 333 S Meridian (5th Floor), Puyallup, Washington. Proposals received after the time fixed for opening will not be considered. Bids are to be submitted only in the form provided in the Project Manual, and all bids must be accompanied by a certified check or bid bond, payable to the "City of Puyallup" of value not less than five percent (5%) of the total amount bid.

The improvements for which bids will be received are described as follows:

Project Description:

During last winter's flooding of the Puyallup River, a large amount of sediment was deposited in a low lying area along the river front walking trail. The silt and sediments were removed enough to reopen the public trail, however, approximately 300 linear feet alongside the trail need to be removed and disposed of properly.

Bids to be based on a unit price per cubic yard, plus mobilization.

The scope of work includes, but is not limited to;

1. Remove built up sediment within the determined work area start and end points while leaving the original top of bank undisturbed.
2. Confine all operations to work limits of the project. Prevent damage to natural surroundings. Restore damaged areas, repairing or replacing damaged trees and plants, at no additional expense to the City.
3. Properly dispose of sediment and provide all scale weight trucking tickets.
4. Provide final disposal site name, address, and GPS coordinates.
5. Contractor is responsible for ensuring the safety of the public and their employees at all times in accordance with all applicable regulations.
6. Barricade, fence or block off the immediate work area to prevent unauthorized access into work zone and maintain public safety.
7. Contractor shall follow all Washington State environmental guidelines and procure all necessary work permits required for the project.
8. Contractor shall be responsible for locating and preventing damage to known utilities.
9. Staging of equipment will only be allowed in areas designated. Coordination with building owner will be necessary to ensure no disruption to their site and parking lot.
10. Contractor shall at all times conduct their operations to ensure the least inconvenience and provide a construction schedule in order to inform staff and public of potential closures.
11. Care shall be taken to ensure that fuel, oil and other spills do not occur. If spills occur, cleanup will be completed immediately. Storm drainage facilities must be protected from spills and sediment.

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12. Daily clean up necessary to ensure no track out of soil into the parking lot area. After work is completed all tire and track marks in the grass and riverbank shall be removed to restore areas of any visual evidence equipment was there.

All work shall be physically complete within **10 working days** of receiving a Notice to Proceed. Time extensions may be granted for rainfall days that prevent work that is already in progress. The City of Puyallup reserves the right to accept a proposal of the lowest responsible bidder, reject any or all bids, and to waive irregularities in the bid or in the bidding.

Pre-Bid Site Visit: Bidders are allowed to visit the site at any time. Though not mandatory, it is highly encouraged that any respective bidders visit the site prior to submitting a bid.

A Pre-Bid Site walk is scheduled for Tuesday, October 13, at 9:00 AM PST.

The meeting location is on the Puyallup Riverwalk Trail, nearest street address is behind the Puyallup Executive Park (Blue Cubes) 1011 East Main, Puyallup, WA 98371. Approximate coordinates between 47.192881, -122.281145 and 47.193204, -122.279917.

All bidders shall download the digital plans and specifications as indicated below, Online Access. Hard copies WILL NOT BE SOLD for this project. The Project Manual (Bid Documents) may also be requested via email as indicated in Section B below.

A. Online Access: A complete digital Project Manual is available online for viewing at: www.PuyallupWA.gov/Bids. To be listed as an official Plan holder, an email shall be sent to Robyn Buck-Holdener, Contract Specialist, at RBuck@Puyallupwa.gov.

B. Email Request or Inquiry: As an alternative, prospective bidders can contact Robyn Buck-Holdener, Contract Specialist, at RBuck@Puyallupwa.gov or by phone at 253-435-3617 to request a digital copy of the project manual.

Financing of the Project has been provided, and payment to the Contractor by regular monthly payments for labor and materials furnished will be by City check. The City expressly reserves the right to reject any and all Bids and to waive minor informalities.

The Engineer's estimated range for this project is between **$40,000 to $50,000.**

For technical information, contact Bill McCrea at WMcCrea@PuyallupWa.gov or (253) 841-5561.

Title VI

The City of Puyallup, 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.

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Americans with Disabilities Act (ADA) Information

The City of Puyallup in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs activities. This material can be made available in an alternate format by emailing the City Clerk, Dan Vessels, Jr at DVessels@puyallupwa.gov or by calling collect (253) 841-5480.

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BIDDER'S CHECKLIST

1.01 THE BIDDER'S ATTENTION IS ESPECIALLY CALLED TO THE FOLLOWING FORMS THAT MUST BE EXECUTED IN FULL AND SUBMITTED WITH THE PROPOSAL UNLESS SPECIFIED OTHERWISE:

A. Bid Proposal Form:
The base bid, the price bid for each alternate (if any), and the unit prices must be shown in the space provided. Each unit price item shall have the unit price shown and the total (unit price times the number of units shown in the estimated quantity) amount shown for each schedule. The unit price shall be the same for each schedule. Each lump sum bid item shall have the lump sum amount entered in each schedule. The final sheet of the Proposal must be filled in and signed by the Bidder. The sheet identifying receipt of any and all Addenda must be completed as well.

B. Bid Bond:
This form is to be executed by the surety company unless Bid is accompanied by a certified check. The amount of this bond shall not be less than five percent (5%) of the total amount of Bid for all Schedules and may be shown in dollars or on a percentage basis.

C. Non-Collusion Affidavit:
Complete and notarize.

D. Certificate of Compliance with Wage Payment Statutes:
Compete and Signed by Authorized Official.

E. Subcontractors List
Complete and Return.

1.02 THE FOLLOWING FORMS ARE TO BE EXECUTED AFTER THE CONTRACT IS AWARDED, AND PRIOR TO NOTICE TO PROCEED:

A. Public Works Contract:
This Contract to be executed by the successful Bidder and their surety company.

B. Retainage Bond:
See Public Works Contract item 7a for alternatives for retainage. If bond is used, to be executed by the successful Bidder and their surety company.

C. Performance and Payment Bond:
To be executed by the successful Bidder and their surety company.

D. Liability Certificate of Insurance:
To be executed by the successful Bidder and their insurance company.

E. Liability Insurance Endorsement:
To be executed by the successful Bidder and their insurance company.

F. Statement of Intent to Pay Prevailing Wages

G. List of all DBE's who contacted the Prime during bidding (whether a quote was provided or not)

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PROPOSAL

To the Honorable
Mayor and Council
Puyallup, Washington

The undersigned has examined the site, General Stipulations, Engineering Specifications, Contract Drawings, laws, and ordinances covering the improvements contemplated. In accordance with the terms, provisions, and requirements of each of the foregoing, their respective terms and conditions are incorporated herein by this reference, and the following lump sums and unit prices are tendered as an offer to perform the work and furnish the equipment, materials, appurtenances, and guarantees, where required, complete in place and in good working order.

As evidence of good faith, cash, bid bond, cashier's check, or certified check made payable to the City Treasurer, City of Puyallup, is attached hereto. The undersigned understands and hereby agrees that, should this offer be accepted, and the undersigned fail or refuse to enter into a contract and furnish the required construction performance bond and necessary liability insurance, the undersigned will forfeit to the City an amount for the "good faith token" equal to five percent (5%) of the amount bid as liquidated damages, all as provided for in the Specifications.

The undersigned fully understands and agrees that the unit prices here submitted shall apply to the quantity actually used, regardless of its relation to the quantity shown in the Proposal.

The undersigned freely states that he/she is familiar with the provisions of the Competitive Bidding Statutes of Washington State, specifically the provisions of RCW Chapter 9.18, and certifies that with respect to this Proposal, there has been no collusion or understanding with any other person, persons, or corporation to prevent or eliminate full and unrestricted competition upon Bidders on this public works project.

_____	_____
Signature of Contractor's Representative	**Date**
_____	_____
Representative's Printed Name	**Name of Firm**
_____	_____
Contact Email Address	**Contact Phone**

_____

CAGE No.

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SCHEDULE OF PRICES

CITY OF PUYALLUP
Puyallup Riverwalk Trail Silt Deposit Removal
BASE BID

Item No.	Unit	Est. Qty	Specification Section (SP) - Special Provision	Description of Item	Amount	
					Unit Price	Total Item Price
BASE BID: Puyallup Riverwalk Trail Silt Deposit Removal						
100	LS	1	1-04 (SP)	Final Cleanup and Restoration	LUMP SUM	
101	LS	1	1-09 (SP)	Mobilization	LUMP SUM	
102	LS	1	1-10 (SP)	Project Temporary Traffic Control	LUMP SUM	
103	CY	250	2-03 (SP)	Roadway Excavation, Including Haul		
104	LS	1	8-02 (SP)	Erosion/Water Pollution Control	LUMP SUM	
				SUBTOTAL =		
				WA STATE SALES TAX (10.3%) =		
				TOTAL =		

Contract award will be based on Total Base Bid with Tax to determine the low-responsive bidder.

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ADDENDA RECEIVED

Addendum Number	Date Received	Name of Recipient

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Subcontractors List

(Prepared in compliance with RCW 39.30.060 as amended)

PROPOSED SUBCONTRACTORS (TO BE SUBMITTED WITH THE BID PROPOSAL)

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

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

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

Subcontractor Name: _____
Work to be performed? _____
_____
_____

Subcontractor Name: _____
Work to be performed? _____
_____
_____

Subcontractor Name: _____
Work to be performed? _____
_____
_____

Subcontractor Name: _____
Work to be performed? _____
_____
_____

Subcontractor Name: _____
Work to be performed? _____
_____
_____

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STATEMENT OF BIDDER QUALIFICATIONS

Name of Firm:	Address:
Phone:	City, State ZIP:
Contractor Registration #	UBI #
Industrial Insurance Account #	Employment Security Dept #
State Excise Tax Registration #	DUNS #

Contact Person for this Project: _____

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

_____

Gross dollar amount of work under contract: _____

Gross dollar amount of contracts not completed: _____

General character of work performed by firm: _____

_____

List of five major projects of similar nature which have been completed by the Contractor within the last five (5) years, the gross dollar amount and brief description of each project:

1. Project Name: _____
   Amount: _____
   Owner: _____
   Engineer's Name: _____
   Engineer's Phone: _____
   Description: _____
2. Project Name: _____
   Amount: _____
   Owner: _____
   Engineer's Name: _____
   Engineer's Phone: _____
   Description: _____
3. Project Name: _____
   Amount: _____
   Owner: _____
   Engineer's Name: _____
   Engineer's Phone: _____

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Description: _____

4. Project Name: _____

   Amount: _____

   Owner: _____

   Engineer's Name: _____

   Engineer's Phone: _____

   Description: _____

5. Project Name: _____

   Amount: _____

   Owner: _____

   Engineer's Name: _____

   Engineer's Phone: _____

   Description: _____

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

Equipment	**Own/Lease**	**Equipment**	**Own/Lease**

Bank Reference: _____

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

_____

_____

Have you changed bonding companies within the last three (3) years? _____

If so, why? (Optional) _____

_____

_____

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Have you ever been sued by the client or have you ever sued the client on any public work contract for a special district, municipality, county, or state government? _____
For what reason? _____

_____

_____

Disposition of case, if settled: _____

_____

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

_____

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

_____	_____
Yes	Signature
_____	_____
No	Signature

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Subject to time lost due to inclement weather and delay in delivery of materials, should such delay not be the result of the undersigned's action, the undersigned agrees to complete all work in this Contract for the **Puyallup Riverwalk Trail Silt Deposit Removal**, as specified in Section 1-08.5 of the Special Provisions.

The undersigned's Washington State Department of Labor and Industries Workman's Compensation Account No. is _____.
The undersigned has complied with the Washington State Department of Licenses requirements for bond, proof of insurance, and annual registration fee; and the undersigned's Washington State Department of Licenses Contractor's Registration No. is

_____.

Very truly yours,

_____
Signature

_____
Print Name

_____
Title

_____
Firm Name

_____
Address

Amount of "good faith token" $_____ Check No. _____ on

_____ Bank

located at _____,

or bid bond in the amount of $_____,

issued through _____
(Name of Agency) (Mailing Address) (Telephone Number)

for _____
(Name of Bonding Company)

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BID BOND

We, _____, as Contractor and

_____, as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to:

PUYALLUP, WASHINGTON

(herein called the City) for payment of the sum of _____

_____ Dollars ($_____),

lawful money of the United States. The Contractor has submitted the accompanying Bid for the construction of:

Puyallup Riverwalk Trail Silt Deposit Removal

If the Contractor is awarded the Contract and enters into a written contract, in the form prescribed by the City, at the price designated by their Bid, and files the bond with the City to guarantee faithful performance, in the time and manner specified by the City, and carries all insurance in type and amount that conforms to the Contract Documents, and furnishes required certificates and endorsements thereof, all written fifteen (15) days after the award of the Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the City from seeking all other remedies provided by law to cover losses sustained as a result of the Contractor's failure to do any of the foregoing.

Executed on _____, 20____

_____
(Contractor)

(Seal if Corporation)

By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Contractor)

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Any claims under this bond may be addressed to:

_____
_____
_____
_____
_____

_____
_____
_____

(Attach Acknowledgment)

(Name and Address of Surety)

(Name and Address of Surety's Agent for service of process in Washington, if different from above)

(Telephone Number of Surety's Agent in Washington)

_____
SURETY

By_____
(Attorney-in-Fact)

NOTICE:
Sureties must be authorized to do business in and have an agent for service of process in Washington State. Certified copy of Power of Attorney must be attached.

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NON-COLLUSION AFFIDAVIT

(This Affidavit to be fully executed)

STATE OF)
) SS.
COUNTY OF)

_____, affiant,

the _____
(President, Secretary, Manager, Firm Owner, or Representative)

of _____,
(Name of Company or Corporation or Firm)

the person, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine, and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

_____
Signature of: President, Secretary, Manager, Owner, or Representative

Subscribed and sworn to before me

this _____ day of _____, 20___.

_____

Signature of Notary Public in and for

the County of _____

State of _____

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CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (October 7, 2026), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

_____

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

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The following forms have been provided for information and are not required to be submitted with the bid.

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PUBLIC WORKS CONTRACT

PUBLIC WORKS CONTRACT

1. Parties. This Public Works Contract is made by and between the City of Puyallup, a Washington State municipal corporation (City) and _____ . (Contractor).

For and in consideration of the promises hereinafter made and exchanged, the City and Contractor agree as follows:

2. Contract. The word "Contract" as used throughout this document shall include the following:

a. This Contract;

b. Contractor's submitted, and City accepted, bid packet which is on file with the City and incorporated herein by this reference. (The provisions of this Contract shall prevail over any conflicting provisions in the bid packet.); and

c. The project manual & bid documents for the **Puyallup Riverwalk Trail Silt Deposit Removal** project, which are on file with the City, and are incorporated herein by this reference.

3. Term. This Contract shall be effective when both parties have executed this Contract and shall terminate upon the City's final acceptance of the Contract Work, or a valid exercise of termination rights under the provisions of this Contract.

4. Contract Work. The provision of goods and services identified in the Contract constitute the contract work (Contract Work). Contractor shall perform the Contract Work pursuant to the terms of the Contract. Contractor shall furnish all labor, materials, equipment, tools, transportation, services, appliances and appurtenances for the Contract Work in strict conformity with this Contract, within the time-period prescribed by the City.

5. Manner of Work & Qualifications. Contractor shall provide, perform and complete the Contract Work in its entirety in a proper and workmanlike manner, and in conformance with the standard of care required of Contractor by law, and in accordance with, and as described in the incorporated plans and specifications, which are by this reference incorporated herein and made part hereof and shall perform any changes in the Contract Work in accord with the Contract.

Contractor warrants that its employees or those persons or entities that perform the Contract Work have sufficient education, training, skill, knowledge, ability, and experience to competently perform the Contract Work. Contractor further warrants that its employees or those persons or entities that perform the Contract Work have satisfied all statutory and regulatory requirements that are necessary to perform the Contract Work.

6. Time of Completion. Contractor shall commence to perform the Contract Work after execution of this Contract and when directed by the City. The City's authority to direct commencement

SAMPLE

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shall include the authority to delay commencement of the Contract Work. Contractor shall complete the Contract Work by: within XX working days of receiving a Notice to Proceed.

7. Compensation. The City shall pay Contractor an amount up to, but not to exceed XXXXXXXXXX dollars and zero cents ($XXXXX) plus any applicable Washington State sales tax. Contractor shall submit regular statements to the City describing the portion of the Contract Work that has been provided with any necessary corresponding or supporting records. The City, upon receipt of a completed invoice or billing statement, shall promptly process said claims for payment. Contractor shall be responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

a. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under RCW 60.28, whichever is later. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted upon entering into this Contract and shall be issued from a bonding company that satisfies the City.

b. Defective or Unauthorized Work. The City shall be entitled to withhold payment from Contractor for any defective or unauthorized work. If Contractor is unable, for any reason, to satisfactorily complete any portion of the Contract Work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for costs incurred by the City. The City is entitled to deduct the cost to complete the Contract Work from any amounts that may be due and payable to Contractor. Notwithstanding the terms of this section, the City's payment to Contractor shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.

c. Final Payment—Contractor's Waiver of Claims. CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

8. Changes. The City may issue a written change order for any change in the Contract Work during the performance of this Contract. Alternatively, if Contractor believes that a change order is necessary, Contractor must submit a written change order request to the city. If Contractor fails to request a change order before performing changes in the Contract Work, Contractor waives its right to make any claim or submit a subsequent change order request for that changed portion of the Contract Work. Contractor shall perform the change order work upon receiving either a written change order from the City or an oral order from the City that precedes a written change order.

If the City issues or authorizes the change order and determines that the change increases or decreases Contractor's costs or time for performance, the City will make an equitable adjustment to the

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terms of this Contract, which may include, but shall not be limited to, a change in compensation or extension of time. The City will attempt, in good faith, to reach agreement with Contractor on all equitable adjustments. However, if the parties are unable to agree, the City is entitled to establish an equitable adjustment that it deems appropriate. Contractor shall complete the change order work but may elect to protest the adjustment and assert a claim as provided in this Contract.

Contractor accepts all requirements of a change order by: (1) endorsing it, (2) issuing a separate acceptance, or (3) by failing to protest in accordance with the requirements of this Contract. Acceptance of payment for change order work under a change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for compensation or costs and expenses that are related to the change.

9. Change Order Protests and Claims. If Contractor disagrees with any requirement of a change order or oral order from the city, Contractor may file a protest and assert a claim as provided in this section. Contractor shall give written notice to the City of any protest and claim within fourteen (14) calendar days of the occurrence of the events giving rise to the protest and claim, or within fourteen (14) calendar days of the date Contractor knew or should have known of the facts or events giving rise to the protest and claim, whichever occurs first. Any protest and claim shall be conclusively deemed to have been waived by Contractor unless timely notice is provided pursuant to this section.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL CONSTITUTE A WAIVER OF ANY CLAIMS ARISING FROM OR RELATED TO THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

If Contractor chooses to file a protest and assert a claim, Contractor's written protest and claim shall include the following:

a. Notice of Protest and Claim. A signed written notice of protest and claim that provides the following information:
    - The date of the notice;
    - An accurate description of the nature of the claim and the circumstances that gave rise to the claim, including, if applicable, an analysis of the progress schedule showing the schedule impact or disruption;
    - The provisions in the Contract or change order that are the basis for, or apply to the claim; and
    - The proposed remedy, including, if any, the amount of the claim and the basis for its calculation;
b. Records. Complete copies of all records that support the claim.

10. Laws and Rules. Contractor shall comply with all applicable state, federal, or local laws, regulations, rules, or any other sources of authority, including, but not limited to, court orders, administrative rulings and the following:

a. **Wage, Hour, Safety, and Health Laws**. Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 294 U.S.C. 201 *et seq.*, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, *et seq.*, the Washington Industrial Safety and Health

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Act, RCW 49.17, and any other state or federal laws applicable to wage, hours, safety, or health standards.

b. **Prevailing Wages.** Contractor shall file a "Statement of Intent to Pay Prevailing Wages", which shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages and comply with RCW 39.12 as well as any other applicable prevailing wage rate provisions. Contractor shall obtain the most current prevailing wage rate revision issued by the Department of Labor and Industries. Contractor shall require all subcontractors to comply with RCW 39.12 and this section of the Contract.

c. **Apprentice Utilization Requirement**. Fifteen percent or more of project Labor Hours shall be performed by Apprentices unless Good Faith Efforts (GFE) are accepted. Apprentice Utilization will be determined using the Department of Labor and Industries (L&I) online Prevailing Wage Intent & Affidavit (PWIA) system. The Contractor shall submit an "Apprentice Utilization Plan" by filling out the Apprentice Utilization Plan Form (WSDOT Form 424-004) within 30 calendar days of execution, however no later than the preconstruction meeting, demonstrating how and when they intend to achieve the Apprentice Utilization Requirement. The Plan shall be in sufficient detail for the City 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 City.

   If the Contractor is unable to demonstrate the ability to meet the Apprentice Utilization Requirement with their 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 of Puyallup. The Contractor shall actively seek out opportunities to meet the Apprentice Utilization Requirement during the construction Work.

   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 they made. Final GFE documentation shall be submitted to the City of Puyallup 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 City does not approve the GFE, the Contractor will be assessed a penalty. The City 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.

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

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.

Payment will be made for the following Bid Items.

"Apprenticeship Incentive", by calculation

An incentive of _____ 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 of Puyallup has entered an amount in the proposal to become a part of the total bid by the Contractor.

"Apprenticeship 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. For the purpose of providing a common proposal for all bidders, the City of Puyallup has entered an amount in the proposal to become a part of the total bid by the Contractor.

When the Contractor fails to meet the Apprenticeship goal of 15%, a penalty of _____will be assessed for each hour that is not achieved, unless a Good Faith Effort is approved by the City of Puyallup.

Apprentice Utilization is not required for this contract.

11. I**ndependent Contractor**. Contractor shall be an independent contractor for all federal, state and other purposes.

12. Days and Time of Work. Contractor shall perform the Contract Work only during Monday through Friday and 7:00 a.m. to 5:00 p.m. unless otherwise authorized by the City or as identified in the contract specifications.

13. Audit of Contractor Records. Contractor shall maintain records which sufficiently and accurately reflect all the provision of goods and services and costs and expenses related to the performance of the Contract Work, and use such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. Contractor shall make these records available to the City, at all reasonable times, for inspection, review or audit by the City, its authorized representative, the State Auditor or other governmental officials authorized by law to monitor this Contract.

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14. Work Product. All originals and copies of work product related to the Contract Work, in whatever form, including, but not limited to, plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material, shall belong to the City. At the termination or expiration of this Contract, all originals and copies of any such work product in the possession of Contractor shall be delivered to the City. Contractor is entitled to retain copies of any work product for its own records.

15. Confidentiality. Contractor may use confidential information and other sensitive information gained by reason of its provision of services to the City, or by access to its property, when expressly authorized by the City, and only for City purposes. Contractor shall not disclose, transfer or sell any such information to any party except as provided by law or, in the case of personal information, without the prior written consent of the person to whom the personal information pertains. Contractor shall maintain the confidentiality of all personal information and other information gained by reason of its provision of services to the City, or by access to its property.

16. Insurance. Contractor shall procure and maintain for the duration of the Contract or activity associated with the Contract, whichever is longer, insurance against claims for injuries to persons or damage to property which may arise from or occur in connection with the performance of the work hereunder by Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

a. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage as described below:
   ii. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 0.
   iii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the City, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 05 09 or substitute endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
   iv. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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v. Builders Risk insurance covering interests of the City, Contractor, Subcontractors and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, or collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off site. This Builders Risk insurance covering the work will have a deductible of $25,000 for each occurrence, which will be the responsibility of Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

Builders Risk Insurance is or **is not** required for this contract.

b. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:
   i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.
   ii. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit. Any combination of CGL and Excess/Umbrella coverage that meets the minimum limit requirements is acceptable.
   iii. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

c. Other Insurance Provision. Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any Insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of Contractor's insurance and shall not contribute with it.
d. Contractor's Insurance for Other Losses. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment or motor vehicles owned or rented by Contractor, or Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.
e. Waiver of Subrogation. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The General Liability policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.
f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
   Verification of Coverage: Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured

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endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of Contractor before commencement of the work. Before any exposure to loss may occur, Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

Subcontractors: The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

j. Notice of Cancellation. Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
k. Failure to Maintain Insurance. Failure on the part of 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 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 Contractor from the City.
l. Contractor is to ensure that insurance coverage is adequate for the scope of work as defined in the RFP (Request for Proposal) and design drawings.
m. City's Full Availability of Contractor's Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

17. Performance & Payment Bond. At such time as Contractor enters into this Contract, Contractor shall provide a performance and labor and materials payment bond in an amount that equals the Contract compensation as security for the faithful performance and payment of all Contractor's obligations under this Contract. The amount of the bond shall be increased for each change order in an amount that equals the amount of the change order. The bond shall be in a form that is acceptable to the City's attorney. The surety shall be licensed to conduct business in the State of Washington and shall be 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 Department.

In the event that the compensation called for in this Contract is less than $150,000.00, which sum shall be determined after the addition of applicable Washington state sales tax, Contractor may, in lieu of the above mentioned bond, elect to have the City retain 10% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under RCW 60.28,

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whichever is later.

18. Warranty. Contractor warrants that it shall correct all defects in workmanship and materials that occur within one (1) year from the date of the City's final acceptance of the Contract Work, or within the product or manufacturer's warranty period, whichever is longer. The expiration of this warranty shall be tolled for any defects in workmanship and materials until the defects are corrected. Thereafter, the warranty for the corrected portion of the Contract Work shall extend for one (1) year from the date that such correction is completed and accepted by the City. Contractor shall begin to correct any defects within the timeframe set forth in the notice of defect from the City. If Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections, and Contractor shall pay all costs incurred by the City to achieve the correction.

Upon the City's final acceptance of the Contract Work, Contractor shall, at the option and upon demand of the City, provide the City with a warranty bond in a form and amount that is acceptable to the City.

19. Debarment. Contractor certifies that it is neither excluded nor disqualified as defined in 2 CFR Part 180. Contractor shall refrain from becoming excluded or disqualified and shall fully comply with the requirements of Subpart C of 2 CFR Part 180 and any applicable parts of 2 CFR Parts 300 through 5899. Contractor shall require each person or entity with whom Contractor enters into a covered transaction at the next lowest tier, as defined in 2 CFR Part 180, to fully comply with the requirements of Subpart C of 2 CFR Part 180, and any applicable parts of 2 CFR Parts 300 through 5899. If Contractor or a person or entity with whom Contractor enters into a covered transaction is excluded or debarred, Contractor shall immediately notify the City in writing.

20. Indemnification and Hold Harmless. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and the City, its officers, officials, employees and volunteers, Contractor's liability hereunder shall be only to the extent of Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

21. Work Performed at Contractor's Risk. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this Contract. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

22. Termination. The City shall be entitled to terminate this Contract for good cause. "Good

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cause" shall include, but shall not be limited to, any one or more of the following events:

a. Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract Work;
b. Contractor's failure to make timely progress or complete the work within the timeframe required by the City;
c. Contractor's failure to make full and prompt payment to subcontractors or for material or labor;
d. Contractor's failure to comply with Federal, state or local laws, rules or regulations;
e. Contractor's filing for bankruptcy or becoming adjudged bankrupt;
f. Contractor's breach of any portion of this Contract; or
g. Changes in budgetary allocations or funding.

23. Liquidated Damages. Contractor acknowledges and agrees as follows: The Contract Work is ultimately for the benefit of the public, and as such, there is a compelling need to complete the Contract Work in the time specified in the Contract. Due to the expenditure of public funds for the Contract Work, and the need to complete the Contract Work for the health, safety and welfare of the public, the failure to complete the Contract Work within the time specified in the Contract will result in loss and damage to the City. A delay will likely result in damages that arise as a consequence of, or are incidental to, the delay, additional costs and expenses to the City that are difficult to determine, tangible and intangible detriments to the City and loss of use and inconvenience to the public. However, damages for delay in the performance or completion of the Contract Work are and will be difficult to ascertain.

Although difficult to quantify and ascertain, the sum listed as liquidated damages represents a fair and reasonable forecast or estimation of the actual damage caused by a delay in the performance or completion of the Contract Work. In addition, the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Accordingly, for each day that the Contract Work is not completed beyond the completion date specified in the Contract, or the completion date as directed by the City, the sum of $XXX (calculated per WSDOT standard specification 1-08.9) shall be deducted from the amount to be paid Contractor and shall be retained by City as damages. In the event that the Contract is terminated by City for good cause pursuant to the general conditions of the Contract, this liquidated damages section shall apply, but only to the extent that the Contract Work is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

24. Remedies Cumulative. Any remedies provided for under the terms of this Contract are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

25. Subcontractors. All subcontractors or use of subcontractors shall require the prior written approval of the City. Contractor shall incorporate the terms and conditions of this Contract into any subcontract used in connection with this project.

26. Assignment. Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or notation), without the prior written consent of

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the City thereto; provided, however, that claims for payment under this Contract may be assigned.

27. Notices. Any notices required to be given by City to Contractor or by Contractor to City shall be in writing and delivered to the parties at the addresses listed at the end of this Contract.

28. Waiver. Failure of the City to insist upon strict compliance with any terms, covenants or conditions of this Contract shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

29. Applicable Law and Venue. This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and, in the event of dispute, the venue of any action brought hereunder shall exclusively be in the Pierce County Superior Court.

30. Discrimination Prohibited. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible, directly, indirectly, by or resulting from this Contract, Contractor shall not discriminate against any protected class or on any basis prohibited by federal or state law, including, but not limited to, sex, race, color, creed, religion, national origin, disability, use of a guide dog or service animal by a person with a disability, HIV/AIDS or hepatitis C status, sexual orientation, gender identity or honorably discharged veteran and military status.

31. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

32. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Contract, and the incorporated documents, if any. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

33. Severability. If any term, provision, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision, unless the purpose and intent of this Contract is made materially ineffective or destroyed.

34. Entire Agreement. The written provisions and terms of this Contract, together with any attachments, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Contract. This Contract and any attachments contain the entire Contract between the parties. Should any language in any attachment conflict with any language contained in this Contract, the terms of this Contract shall prevail.

35. Concurrent Originals. This Contract may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Contract.

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IN WITNESS WHEREOF, the parties below have executed this Contract, and by doing so, acknowledge that they have read this Contract understand its terms, and enter this Contract in a knowing, intelligent, and voluntary manner.

[Contractor]

Dated: _____ _____

By: _____

Its: _____

City of Puyallup

Dated: _____ _____

Steve Kirkelie
City Manager

Approved as to form: Attest:

_____ _____

Joseph N. Beck
City Attorney

Dan Vessels, Jr.
City Clerk

Notices to be sent to:	**Notices to be sent to:**
	City of Puyallup
Attn:	Attn: Hans Hunger, P.E.
	City Engineer
	333 S. Meridian
	Puyallup, WA 98371

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Bond No. ___

RETAINAGE BOND

Contract No.

KNOW ALL BY THESE PRESENTS: That , a corporation existing under and by virtue of the laws of the State of and authorized to do business in the State of Washington, as Principal, and , a corporation organized and existing under the laws of the State of and authorized to transact the business of surety in the State of Washington, as Surety, are jointly and severally held and bound unto City of Puyallup (City) and the State of Washington (State), and are similarly held and bound unto the beneficiaries of the trust fund created by Chapter 60.28 Revised Code of Washington (RCW), and their heirs, executors, administrators, successors and assigns in the penal sum of Dollars ($), plus 5% of any increases in the contract amount that have occurred or may occur, due to change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, the Principal has executed Contract for (Project Number) with the City; and

WHEREAS, said Contract and Chapter 60.28 RCW require the City to withhold from the Principal the sum of five percent (5%) from monies earned by the Principal on estimates during the progress of the work, hereinafter referred to as earned retained funds; and

WHEREAS, the Principal/Surety has requested that the City accept a bond in lieu of earned retained funds as allowed under Chapter 60.28 RCW.

NOW, THEREFORE, this obligation is such that the Surety, its successors and assigns, are held and bound unto City, State and unto all beneficiaries of the trust fund created by RCW 60.28.011(1) in the aforesaid sum. This bond, including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. The condition of this obligation is such that if the Principal shall satisfy all payment obligations to persons who may lawfully claim under the trust fund created pursuant to Chapter 60.28 RCW, to the State of Washington, and to the City, and indemnify and hold the City harmless from any and all loss, costs, and damages that the City may sustain by release of said retainage to Principal/Surety, then this obligation shall be null and void provided the Surety is notified by City that the requirements of RCW 60.28.021 have been satisfied and the obligation is duly released by City; otherwise it shall remain in full force and effect.

IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal. The Surety will not be discharged or released from liability for any act, omission, or defense of any kind or nature that would not also discharge the Principal.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, the City, State and, the beneficiaries of the trust fund created by Chapter 60.28, Revised Code of Washington (RCW) and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this day of , 20 .

Principal:	**Surety:**
By: _____	By: _____
Name:	Name:
Title:	Title:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:
Telephone No.:	Telephone No.:
Witness: _____	Witness: _____

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

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PERFORMANCE AND PAYMENT BOND

CITY OF PUYALLUP

CONTRACT NAME: PUYALLUP RIVERWALK TRAIL SIL DEPOSIT REMOVAL

JOB NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal, and _____ Company, as Surety, licensed to do business within Washington State, are held and firmly bound under the City of Puyallup, State of Washington, in the full sum of _____ Dollars ($_____) lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of the obligations are such that,

WHEREAS, the Principal has entered into an Agreement in writing with the City of Puyallup dated _____, 20___, for the RIVER ROAD: 9th to 11th SEWER MAIN REPLACEMENT PROJECT, according to the terms, conditions, and covenants specified in the Agreement including all of the Contract Documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein; and

WHEREAS, it is understood and a part of the consideration for this obligation that the City of Puyallup shall have the right to sue on this Bond in its own name to recover for any loss, injury, damage, or liability whatsoever sustained or incurred by it, by reason of any breach of the Contract Documents, or of any provision in this Bond; and

WHEREAS, suit on this Bond, if brought for breach of performance by Principal as to a condition hereof (including any condition or performance responsibility incorporated by reference), may be commenced against both the Principal and Surety as joint and several obligators, with or without prior notice of such breach of performance by Principal having been given to Surety;

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements of said Contract during the period of the original Contract, and any extension thereof that may be granted by the City of Puyallup, with or without notice to the Surety, and during the life of any guarantee required under the Contract and shall also well and truly perform and fulfill all of the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter by made, notice of which modifications to the Surety being hereby waived; and furthermore, shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons, and such Principal or subcontractors with the provisions and supplies for the carrying on of such work, shall indemnify and save harmless the City of Puyallup from all cost and damage by reason of the Principal's default or failure to do so and shall pay Washington State sales and use taxes and the amounts due said State pursuant to Titles 50 and 51 of the Revised Code of Washington, and shall further indemnify the workmanship or materials entering into any part of the work as defined in the Agreement that shall develop or be discovered within two (2) years after the final acceptance of such work, then this obligation shall be null and void, otherwise, to remain in full force and effect; provided, that the provisions of this Bond shall not apply to any money loaned or advanced to the Principal or any subcontractor or other person in the performance of any such work.

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IT IS FURTHER DECLARED AND AGREED that nothing of any kind or nature whatsoever that will not discharge the Principal, shall operate as a discharge or release of liability of the Surety, any law, rule of equity, or usage relating to the liability of sureties to the contrary notwithstanding.

SEALED AND DATED THIS _____ day of _____, 20___.

PRINCIPAL:

By:_____

Signature

_____

Print or Type Name

Title:_____

SURETY:

By:_____

Signature

_____

Print or Type Name

Title:_____

Address:

_____

_____

_____

Note: If Attorney-in-Fact signs for Surety, a certified copy of the Power of Attorney must be attached.

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STATE OF WASHINGTON)
) SS.
COUNTY OF PIERCE)

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 20___.

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

STATE OF WASHINGTON)
) SS.
COUNTY OF PIERCE)

On this day personally appeared before me _____,
to me known to be the Attorney-in-Fact of the _____ Company, a surety, that executed the within and foregoing instrument, and acknowledged the said corporation for the purposes therein mentioned, and on oath, stated that he/she was authorized to execute said instrument on behalf of said Surety, and the seal affixed thereto is the corporate seal of said Surety corporation.

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

Docusign Envelope ID: 1A323DC8-5F14-89C4-82A9-E5687E173090

LIABILITY CERTIFICATE OF INSURANCE

Description of Contract: **Puyallup Riverwalk Trail Silt Deposit Removal**

Type of Insurance: Liability Insurance

THIS IS TO CERTIFY that the following policies have been issued by the below-stated company in conformance with the requirements of the General Conditions and are in force at this time:

Policy Number	Expiration Date	Liability	Limits of Liability in Thousands (000) Each Occurrence	Aggregate
GENERAL LIABILITY				
_____	_____	Bodily Injury	$_____	$_____
_____	_____	Property Damage	$_____	$_____
_____	_____	Personal Injury	$_____	$_____
_____	_____	or Bodily Injury, Personal Injury, and Property Damage, Combined	$_____	$_____
		Excess General Liability	$_____	$_____
AUTOMOBILE LIABILITY				
			Each Occurrence	
_____	_____	Bodily Injury (Each Person)	$_____	
_____	_____	Bodily Injury (Each Accident)	$_____	
			Each Occurrence	**Aggregate**
		Property Damage	$_____	$_____
		or Bodily Injury and Property Damage, Combined	$_____	$_____
_____	_____	EXCESS AUTOMOBILE LIABILITY	$_____	$_____

The following types of coverage are included in said policies (indicated by "X" in space):

A. GENERAL LIABILITY

Comprehensive Form ..... Yes _____ No _____
Premises Operations ..... Yes _____ No _____
Explosion and Collapse Hazard ..... Yes _____ No _____
Underground Hazard ..... Yes _____ No _____

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Products/Completed Operations Hazard..... Yes _____ No _____
Contractual Insurance..... Yes _____ No _____
Broad Form Property Damage
Including Completed Operations..... Yes _____ No _____
Independent Contractors..... Yes _____ No _____
Personal Injury..... Yes _____ No _____

B. AUTOMOBILE LIABILITY

Comprehensive Form Including Loading and Unloading..... Yes _____ No _____
Owned..... Yes _____ No _____
Hired..... Yes _____ No _____
Non-Owned..... Yes _____ No _____

C. EXCESS LIABILITY

Umbrella Form..... Yes _____ No _____
Other Than Umbrella Form..... Yes _____ No _____

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.
The Contractor will give at least thirty (30) days written notice by certified mail to the City prior to any material change or cancellation of said policy.

_____ _____
Named Insured (Contractor) Insurance Company

_____ _____
Street Number Street Number

_____ _____
City and State City and State

By_____
Company Representative
(SEE NOTICE ON PAGE 4 OF THIS FORM)

State of _____)
) SS.
County of _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known
(name)
to be the _____ of _____,
(title) (company)
and, being duly sworn, acknowledged to me that he/she executed the within instrument on behalf of said insurance company.
IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

_____

Docusign Envelope ID: 1A323DC8-5F14-89C4-82A9-E5687E173090

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

_____

Insurance Company Agent for Service of Process in Washington.

_____	_____
Name	Name
_____	_____
Street Number	Street Number
_____	_____
City and State	City and State
_____	_____
Telephone Number	Telephone Number

NOTICE:
If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

Insurers must be authorized to do business and have an agent for service of process in Washington and have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's rating.

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LIABILITY INSURANCE ENDORSEMENT

Description of Contract: **Puyallup Riverwalk Trail Silt Deposit Removal**,
Type of Insurance: Liability Insurance
This Endorsement forms a part of Policy No. _____.

ENDORSEMENT
The City, as included as additional insureds under said policies but only while acting in the capacity as such and only as respects operations of the named insured, Contractor, subcontractors, suppliers, anyone directly or indirectly employed by and of them, or anyone for whose acts and of them may be liable in the performance of the above-referenced Contract. This insurance shall not apply if the loss or damage is ultimately determined to be the result of the sole and exclusive negligence (including and connected with the preparation or approval of maps, drawings, opinions, reports, survey, designs, or Specifications) of one or more of the aforesaid additional insureds. The insurance afforded to any loss, the amount of this insurance shall not be reduced or prorated by the existence of such other insurance.

The Contractual Liability Insurance afforded is sufficiently broad to insure all of the matters set forth in the article entitled "Indemnity" in the General Conditions of the above-referenced Contract except those matters set forth in the fourth paragraph thereof.
This endorsement does not increase the Company's total limits of liability.

_____	_____
Named Insured (Contractor)	Insurance Company
_____	_____
Street Number	Street Number
_____	_____
City and State	City and State
_____	By_____
Date	Company Representative

State of)
) SS.
County of)

On this _____ day of _____, 20_____, before me personally came _____, to me known, and being duly sworn did depose and say that he/she is an authorized representative of _____, and acknowledged to me that he/she executed the within instrument on behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

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

Docusign Envelope ID: 1A323DC8-5F14-89C4-82A9-E5687E173090

NOTICE

If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

Insurers must be authorized to do business and have an agent for service of process in Washington and have an "A" policyholder's rating and financial rating of at least Class XI in accordance with the most current Best's rating.

The Contractual Liability Insurance afforded is sufficiently broad to insure all of the matters set forth in the article entitle "Indemnity" in the General Conditions of the above-referenced Contract except those matters set forth in the fourth paragraph thereof.
This endorsement does not increase the Company's total limits of liability.

Named Insured (Contractor)	Insurance Company
Street Number	Street Number
City and State	City and State
Date	By_____ Company Representative

State of)
) SS.
County of)

On this _____ day of _____, 20_____, before me personally came _____, to me known, and being duly sworn did depose and say that he/she is an authorized representative of _____, and acknowledged to me that he/she executed the within instrument on behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

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

_____

Docusign Envelope ID: 1A323DC8-5F14-89C4-82A9-E5687E173090

STATEMENT OF INTENT TO PAY PREVAILING WAGES

(Public Works Contract)
RCW 39.12.040

Statement of intent to pay prevailing wages, affidavit of wages paid — Duty of public agencies to require — Approval — Prerequisite to payment — Alternative procedure.

(1) Except as provided in subsection (2) of this section, before payment is made by or on behalf of the state, or any county, municipality, or political subdivision created by its laws, of any sum or sums due on account of a public works contract, it shall be the duty of the officer or person charged with the custody and disbursement of public funds to require the contractor and each and every subcontractor from the contractor or a subcontractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages." For a contract in excess of ten thousand dollars, the statement of intent to pay prevailing wages shall include:

   (a) The contractor's registration certificate number; and
   (b) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

Each statement of intent to pay prevailing wages must be approved by the industrial statistician of the department of labor and industries before it is submitted to said officer. Unless otherwise authorized by the department of labor and industries, each voucher claim submitted by a contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a public works project, it shall be the duty of the officer charged with the disbursement of public funds, to require the contractor and each and every subcontractor from the contractor or a subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the contractor. Each affidavit of wages paid must be certified by the industrial statistician of the department of labor and industries before it is submitted to said officer.

(2) As an alternate to the procedures provided for in subsection (1) of this section, for public works projects of two thousand five hundred dollars or less:

   (a) An awarding agency may authorize the contractor or subcontractor to submit the statement of intent to pay prevailing wages directly to the officer or person charged with the custody or disbursement of public funds in the awarding agency without approval by the industrial statistician of the department of labor and industries. The awarding agency shall retain such statement of intent to pay prevailing wages for a period of not less than three years.
   (b) Upon final acceptance of the public works project, the awarding agency shall require the contractor or subcontractor to submit an affidavit of wages paid. Upon receipt of the affidavit of wages paid, the awarding agency may pay the contractor or subcontractor in full, including funds that would otherwise be retained according to the provisions of RCW 60.28.010. Within thirty days of receipt of the affidavit of wages paid, the awarding agency shall submit the affidavit of wages paid to the industrial statistician of the department of labor and industries for approval.

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(c) A statement of intent to pay prevailing wages and an affidavit of wages paid shall be on forms approved by the department of labor and industries.

(d) In the event of a wage claim and a finding for the claimant by the department of labor and industries where the awarding agency has used the alternative process provided for in subsection (2) of this section, the awarding agency shall pay the wages due directly to the claimant. If the contractor or subcontractor did not pay the wages stated in the affidavit of wages paid, the awarding agency may take action at law to seek reimbursement from the contractor or subcontractor of wages paid to the claimant, and may prohibit the contractor or subcontractor from bidding on any public works contract of the awarding agency for up to one year.

(e) Nothing in this section shall be interpreted to allow an awarding agency to subdivide any public works project of more than two thousand five hundred dollars for the purpose of circumventing the procedures required by RCW 39.12.040(1).

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Department of Labor and Industries
Prevailing Wage
(360) 902-5335
www.lni.wa.gov/TradesLicensing/PrevWage

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

STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract
$40.00 Filing Fee Required

Intent ID # (Assigned by L&I)_____

Your Company Information			Awarding Agency Information		
Your Company Name			Project Name		Contract Number
Your Address			Awarding Agency		
City	State	Zip+4	Awarding Agency Address		
Your Contractor Registration Number	Your UBI Number		City	State	Zip+4
Your Industrial Insurance Account Number			Awarding Agency Contact Name		Phone Number
Your Email Address (required for notification of approval)	Your Phone Number		County Where Work Will Be Performed		City Where Work Will Be Performed
Additional Details:			**Contract Details:**		
Your Expected Job Start Date (mm/dd/yyyy)			Bid Due Date (Prime Contractor's)		Award Date (Prime Contractor's)
Job Site Address/Directions			Total Dollar Amount of Your Contract (including sales tax) or indicate time and materials, if applicable.	$	☐ T&M
ARRA Funds:			**Weatherization or Energy Efficient Funds:**		
Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? ☐ Yes ☐ No			Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)? ☐ Yes ☐ No		
Prime Contractor's Company Information			**Hiring Contractor's Company Information**		
Prime Contractor's Company Name	Prime Contractor's Intent Number		Hiring Contractor's Company Name		
Prime Contractor's Registration Number	Prime Contractor's UBI Number		Hiring Company's Contractor Registration Number		Hiring Contractors UBI Number

Employment Information					
Do you intend to use **ANY** subcontractors?	☐ Yes	☐ No	Will employees perform work on this project?	☐ Yes	☐ No
Will **ALL** work be subcontracted?	☐ Yes	☐ No	Do you intend to use apprentice employees?	☐ Yes	☐ No

Number of Owner/Operators who own at least 30% of the company who will perform work on this project: ☐ None (0) ☐ One (1) ☐ Two (2) ☐ Three (3)

Crafts/Trades/Occupations – (Do not list apprentices. They are listed on the Affidavit of Wages Paid only.) If an employee works in more than one trade, ensure that all hours worked in each trade are reported below. For additional crafts/trades/occupations please use Addendum A.	Number of Workers	Rate of Hourly Pay	Rate of Hourly Usual ("Fringe") Benefits

Signature Block

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

Print Name: **Print Title:** **Signature:** **Date:**

For L&I Use Only

Approved by signature of the Department of Labor and Industries Industrial Statistician

NOTICE: If the prime contract is at a cost of over one million dollars ($1,000,000.00), RCW 39.04.370 requires you to complete the EHB 2805 (RCW 39.04.370) Addendum and attach it to your Affidavit of Wages of Paid when your work on the project concludes. This is only a notice. The EHB 2805 Addendum is not submitted with this Intent.
F700-029-000 Statement of Intent to Pay Prevailing Wages 03-2011

SAMPLE

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AFFIDAVIT OF WAGES PAID

Department of Labor and Industries
Prevailing Wage
(360) 902-5335
http://www.lni.wa.gov/TradesLicensing/PrevailingWage

AFFIDAVIT OF WAGES PAID

Public Works Contract
$25.00 Filing Fee Required

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

APPROVED FORM WILL BE MAILED TO THIS ADDRESS
Contractor, company or agency name, address, city, state & ZIP+4

Project Name | **Contract #**

Contract Awarding Agency (public agency - not federal or private)

Address

City | **State** | **ZIP+4**

Awarding Agency Project Contact Person | **Phone #**

County where work was performed	**City where work was performed**
Bid due date (mm/dd/yy)	**Date contract awarded (mm/dd/yy)**
Date work completed (mm/dd/yy)	**Date Intent filed (mm/dd/yy)**
Was all work subcontracted? ☐ Yes ☐ No	**Did you intend to use subcontractors?** ☐ Yes ☐ No

Prime contractor (has contract with the public agency) | Contractor Registration No.

Job start date (mm/dd/yy)

Craft/trade/occupation and apprentices (For apprentices, give name, registration #, trade, dates of work on project, stage of progression, wage and fringe) Indicate number of owners that performed work.	**Number of Workers**	**Total # of hours worked – ea. trade**	**Rate of Hourly Pay**	**Rate of Hourly Fringe Benefits**

SAMPLE

Company name

Address

City | State | ZIP+4

Contractor Registration No. | UBI

Industrial Insurance Account Number

Email address | Phone number

For L&I Use Only

APPROVED: Department of Labor and Industries

By _____
Industrial Statistician

Indicate total dollar amount of your contract or time and materials if applicable. | $

I hereby certify that the above information is correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries

Title | Signature

For L&I Use Only

Check Number: _____ ☐ $25 or $ _____

Issued By: _____

F700-007-000 affidavit of wages 12-04

After APPROVAL, send white copy to Awarding Agency.
Canary copy – L&I

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How to expedite the processing of your form:

REQUIRED FOR PROCESSING	ERRORS THAT CAUSE REJECTION
Filing Fee	No fee or wrong amount. $25.00 filing fee required.
Bid Due Date and Date Contract Awarded	Missing. Award date is before bid due date. Prevailing Wage is based on the date bids from prime contractor were due to the contract awarding agency.
Date work completed	Missing or a date in the future.
Date Intent Filed	Missing - An affidavit cannot be approved without the Statement of Intent to Pay Prevailing Wages being filed.
Craft/trade/occupation	Craft not listed, not specific, or does not match prevailing wage occupation listings. **Owner/Operators**: If the work was performed by owners/partners, state "Owner/Operator" under the "Craft" section, and the wage and fringe need not be completed. Do list the number of owners on the job. (Individuals who own less than 30% of the company are not considered to be owner/operators and must be paid prevailing wage.) **All work subcontracted**: If all work was performed by subcontractors, check the appropriate box on the form.
Number of workers each trade	Missing
Total number of hours worked each trade	Missing
Rate of Hourly Pay	Missing or incorrect wages. Enter the rate of hourly pay and rate of qualified hourly fringe benefits, as defined by RCW 39.12.010, that you actually provided to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for the "Rate of Hourly Fringe Benefits", if any, must equal or exceed the Prevailing Wage rate.
Apprentices*	Missing information or apprentice not registered*. List each apprentice by name, registration number, trade, stage of progression, beginning and ending dates of work performed on the project (m/d/y to m/d/y), and rate of hourly pay and fringe benefits.
Total Dollar Amount of Your Contract	Missing – Enter exact amount (not "time and materials").
Contractor Registration No. or UBI	Missing or not registered. Companies not required to obtain a contractor's registration number need only indicate UBI (i.e., janitorial, surveying, truck driving).
Signature	Missing – Affidavit must be signed by an authorized representative.

* Any apprentice not registered with the Washington State Apprenticeship and Training Council within 60 days of hire must be paid prevailing journey level wages for the time preceding the date of registration. Call (360) 902-5323 to verify registration. NOTE: Electrical and Plumber trainees registered with the Department of Labor and Industries MUST ALSO be registered with the Washington State Apprenticeship and Training Council to qualify for apprentice rates.

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

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

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

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

Submit both copies (white and canary) and the $25.00 filing fee to:

MANAGEMENT SERVICES
DEPT. OF LABOR AND INDUSTRIES
PO BOX 44835
OLYMPIA, WASHINGTON 98504-4835

Please fold in thirds so the address will show in a window envelope

For questions call (360) 902-5335

F700-007-000 affidavit of wages - backer 12-04

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SPECIAL PROVISIONS

Docusign Envelope ID: 1A323DC8-5F14-89C4-82A9-E5687E173090

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INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2025 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(December 19, 2019, APWA GSP)

(May 30, 2019, WSDOT GSP)

(April 2020, Puyallup GSP)

Project specific special provisions are labeled without a date as such

(******)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways,* currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction,* WSDOT/APWA, current edition
- *City of Puyallup Standard Plans*
- *Puyallup City Standards for Public Works Engineering and Construction*
- *2019 Department of Ecology Stormwater Management Manual for Western Washington*

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

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DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This Contract provides for the improvement of **the Riverwalk Trail through silt and sediment removal and wastehaul that accumulated during a recent flood event** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 19, 2022 APWA GSP) *Modification*

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

Dates

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

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

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

Notice to Proceed
The written notice from the Owner to the Contractor authorizing and directing the Contractor to proceed with the on-site construction work and establishing the date on which the Contract Time begins.

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

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

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

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

Supplement

Supplement this section with the following:

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

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

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

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

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

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

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

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

Contract Documents
See definition for "Contract".

Contract Time

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

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

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

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

1-01.3 Definitions

(June 1, 2015 Puyallup GSP) *Supplement*
Supplement this section with the following:

City Attorney
The City of Puyallup City Attorney who is duly authorized to act for the Owner in matters pertaining to this Contract.

City, District, or Owner
The City, District, or Owner, a municipal corporation, existing under and by virtue of the laws of Washington State, herein designated as the "Owner". Actions designated as taken by the City, District, or Owner are the acts of the Commission or Council acting through the Chairman, Mayor, and/or the Clerk.

City Engineer
The City Engineer, or his/her designee, shall manage the Contract for the Owner. The City Engineer is the approval authority for changes to the Contract.

Clerk
The duly elected or appointed Clerk of the Commission or Council.

Commission or Council
The duly elected or appointed Council or Commission of the Owner.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

(January 24, 2011, APWA GSP) *Replacement*
Delete this section and replace it with the following:

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1-02.1 Qualifications of Bidder

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

1-02.2 Plans and Specifications

(June 27, 2011, APWA GSP) *Replacement*
Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	N/A	Furnished only upon request

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

1-02.5 Proposal Forms

(November 25, 2024 APWA GSP) *Replacement*
Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's DBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. The required certifications are included as part of the Proposal Form.

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

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1-02.6 Preparation of Proposal

(November 24, 2024, APWA GSP Option B) *Modification*

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

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

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

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

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

A bid by a partnership shall be executed in the partnership name and signed by a partner.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.

1-02.7 Bid Deposit

(March 8, 2013, APWA GSP) *Supplement*
Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

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1-02.9 Delivery of Proposal

(November 21, 2025 APWA GSP, Option A)

Delete this section and replace it with the following:

General

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

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" that is received after the time specified, or received in a location other than that specified in the Call for Bids.

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

Supplemental bid information submitted after the Proposal submittal but within 48 hours of the time and date the Proposal is due, shall be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added.

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(February 17, 2026 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical or an electronic bid, if allowed under 1-02.9, Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, if a physical Bid Proposal was submitted, or recalled electronically via electronic method described in 1-02.9 if an electronic Bid Proposal was submitted, and

2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and

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3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

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

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Requests to withdraw, revise, or supplement a Bid Proposal may be submitted by the following methods:

1. In person

1-02.13 Irregular Proposals

(September 3, 2024, APWA GSP) *Replacement*

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
   c. A price per unit cannot be determined from the Bid Proposal;
   d. The Proposal form is not properly executed;
   e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
   f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
   g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
   h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
   i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
   j. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or

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k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

2. A Proposal may be considered irregular and may be rejected if:
   a. The Proposal does not include a unit price for every Bid item;
   b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
   c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
   d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
   e. Receipt of Addenda is not acknowledged;
   f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
   g. If Proposal form entries are not made in ink.

(June 1, 2015 Puyallup GSP) *Supplement*
Supplement this section with the following:

The Owner specifically reserves the right to reject any and/or all Bids, and to waive minor informalities.

1-02.14 Disqualification Of Bidders

(******) *Replacement*
Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1 through 8 in this Section.

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

1. Federal Debarment

A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.

B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

2. Delinquent State Taxes

A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

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B. Documentation: The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Department of Revenue. If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

3. Claims Against Retainage and Bonds

A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the 3 years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date. If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, they shall submit a list of the public works projects completed in the 3 years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

- Name of project;
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

4. Public Bidding Crime

A Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

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

5. Termination for Cause / Termination for Default

A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

6. Lawsuits

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A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

7. Contract Time (Liquidated Damages)

A. Criterion: The Bidder shall not have had liquidated damages assessed on any projects it has completed 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet contract time, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had liquidated damages assessed on any projects it has completed within the five years prior to the bid submittal date, or shall submit a list of Projects with assessed liquidated damages along with Owner contact information, and number of days assessed liquidated damages.

As evidence that the Bidder meets Supplemental Responsibility Criteria 2 through 7 stated above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets Supplemental Criteria 2 through 8 together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with Supplemental Responsibility Criteria 2 through 8. The Contracting Agency reserves the right to request further documentation as needed from the low bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

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

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

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

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP) *Modification*
Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006, APWA GSP) *Modification*
Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum

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specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP) *Modification*

Revise this section to read:

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

Within 20 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 20 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP) *Modification*

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,

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

1-03.7 Judicial Review

(June 1, 2015 Puyallup GSP)
Section 1-03.7 is deleted in its entirety and replaced with the following:

Any decision made by the City of Puyallup regarding the award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington State Law. Such review, if any shall be timely filed in the Superior Court of Pierce County, Washington.

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

(******) *Modification*
Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

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1-04.11 Final Cleanup

(******) *Supplement*

Supplement this section with the following:

Measurement for "Final Cleanup and Restoration" shall be Lump Sum.

The unit Contract price for "Final Cleanup and Restoration" shall include all work necessary to perform final cleanup and restoration for the project including, but not limited to, all labor, equipment and materials to: provide and install final restoration identified on plans; cleaning adjacent parking areas and trail through regenerative air street sweeping, periodic and final street sweeping; watering as required and all other work not identified elsewhere to provide final cleanup and restoration to the project.

Payment shall be made up to 90% of the total lump sum cost, proportional to the work performed as agreed to during construction. The remaining 10% shall be made after Physical Completion and Final Acceptance of the project.

1-05 CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP) *Supplement*

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

(October 1, 2005, APWA GSP) *Replacement*

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

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

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

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vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

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

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

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

1-05.11(3) Operational Testing

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

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

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

1-05.12 Final Acceptance

1-05.12(1) One-Year Guarantee Period

(March 8, 2013, APWA GSP, may not be used on FHWA funded projects) *New*

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections

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may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP) *Modification*
Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

(January 4, 2024 APWA GSP) *Revision*
Revise the second paragraph to read:

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

1-05.16 Water and Power

(October 1, 2005 APWA GSP) *New*

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

1-06 CONTROL OF MATERIAL

1-06.1 Approval of Materials Prior to Use

1-06.1(4) Fabrication Inspection Expense

(June 27, 2011, APWA GSP) *Deletion*
Delete this section in its entirety.

1-06.2 Acceptance of Materials

1-06.2(2)B Financial Incentive

(January 4, 2024 AWPA GSP)

City of Puyallup

Puyallup Riverwalk Trail Silt Deposit Removal

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Replace the first sentence of this Section with the following:

The maximum Composite Pay Factor shall be 1.00.

1-06.6 Recycled Materials

(January 4, 2016, APWA GSP) *Replacement*

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

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

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

(February 3, 2025, Puyallup GSP) *Supplement*

Supplement this section with the following:

Recycled materials are prohibited for use as pipe bedding and trench backfill.

1-06.7 Shop Drawings and Submittals

(******) *New*

Supplement this section with the following.

Where a time constraint is required for notifications, the referenced time limitation shall begin on the first business day following receipt of the notification.

1-06.7(1) General

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

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

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

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The Owner will provide review services for a first and second review of each submittal item free of charge to the Contractor. The cost to provide additional reviews shall be charged to the Contractor by withholding the appropriate amounts from each progress payment.

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

1-06.7(2) Required Information

Each submittal shall be electronically submitted a minimum of 20 working days prior to scheduled construction work to:

WMcCrea@puyallupwa.gov

All submittals shall include a cover sheet as provided by the Owner. Shop drawings and submittals shall contain the following information for all items:

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

1-06.7(3) Review Schedule

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

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1-06.7(4) Substitutions

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

1-06.7(5) After Contract Execution

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws To Be Observed

(October 1, 2005, APWA GSP) *Supplement*

Supplement this section with the following:

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

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

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

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

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1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011, APWA GSP) *Replacement*

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

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

1-07.2(3) Services

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

1-07.9(5) Required Documents

(January 3, 2020, APWA GSP) *Modification*
Section 1-07.9(5) is revised to read:

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

Intents and Affidavits
On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for themselves and for each firm covered under RCW 39.12 that will or has provided Work and materials for the Contract:

1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.
2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I.

Certified Payrolls
Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects.

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Penalties for Noncompliance

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

1-07.13 Contractor's Responsibility for Work

1-07.13(4) Repair of Damage

(August 6, 2001 WSDOT GSP) *Replacement*

Delete section 1-07.1(4) and replace with the following:

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

1-07.15 Temporary Water Pollution Prevention

(April 18, 2018 Puyallup GSP)

Supplement this section with the following:

Contractor shall take necessary measures to prevent siltation of downstream facilities, adjacent properties, and the Puyallup River. When submitting erosion control plan, as outline in Standard Specification 8-01, the Contractor shall address the following items:

1. Protection of existing storm sewer system.
2. Disposal of water from normal trench dewatering.

Stormwater or dewatering water that has come in contact with concrete rubble, concrete pours, or cement treated soils shall be maintained to pH 8.5 or less before it is allowed to enter waters of the State or the City stormwater system. If pH exceeds 8.5, the Contractor shall immediately discontinue work and initiate treatment according to the plan to lower the pH. Work may resume, with treatment, once the pH of the stormwater is 8.5 or less or it can be demonstrated that the runoff will not reach surface waters or the City stormwater system.

High pH process water shall not be discharged to waters of the State or the City stormwater system. Unless specific measures are identified in the Special Provisions, high pH water may be infiltrated, dispersed in vegetation or compost, or discharged to a sanitary sewer system. Water being infiltrated or dispersed shall have no chance of discharging directly to waters of the State or the City stormwater system, including wetlands or conveyances that indirectly lead to waters of the State. High pH process water shall be treated to within a range of 6.5 to 8.5 pH units prior to infiltration to ensure the discharge does not cause a violation of groundwater quality standards. If water is discharged to the sanitary sewer, the Contractor shall provide a copy of permits and requirements for placing the material into a sanitary sewer system prior to beginning the work. Process water may be collected and disposed of by the Contractor off the project site. The Contractor shall provide a copy of the permit for an approved waste site for the disposal of the process water prior to the start of work that generates the process water. A discharge permit shall be required for all discharges to the sanitary sewer system.

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

(April 18, 2018 Puyallup GSP)
Section 1-07.15(1) is supplemented with the following:

Costs associated with cleanup of spills resulting from Contractor's operations, negligence, or omissions shall not be measured for payment.

1-07.16 Protection and Restoration of Property

1-07.16(1) Public/Private Property

(June 1, 2015 Puyallup GSP)
Supplement this section with the following:

Stockpiling in City right-of-way or on existing or new improvements shall not occur unless approved by the Engineer. All stockpile sites shall be restored to as good or better condition.

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

1-07.17 Utilities and Similar Facilities

(April 18, 2018 Puyallup GSP)
Section 1-07.17 is supplemented with the following:

The locations and dimensions shown on the Plans for existing facilities are in accordance with best available information obtained without uncovering, measuring, or other verification. The Contractor shall be responsible for any breakage of the existing utilities or services, publicly or privately owned, resulting from Contractor's operations, and shall hold the Owner and its agents harmless from any claim resulting from disruption of or damage to the same.

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

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

The Contractor shall maintain the operational service of water distribution, storm drainage, and sanitary sewer service systems in as continuous a manner as possible. Where services are to be shut down, affected parties shall be notified in writing a minimum of three working days in advance of the time and period of shutdown. The Contractor shall make every effort to keep shutdown schedules to periods of anticipated minimum usage and for the least period of time. No utility service will be allowed to be shut down for more than four hours per day.

Should a shutdown of any utility be required for a period in excess of four hours, the Contractor at no expense to the Owner shall take necessary measures to provide temporary service. The method of all temporary utility services shall first be approved by the City of Puyallup.

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The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Utilities	
Comcast	(253) 864-4293
Centurylink/Lumen	(206) 733-8862
Puget Sound Energy	(253) 476-6037
AT&T Cable	(253) 503-8000
Buried Cable Locating Assistance	811
Fruitland Mutual Water Company	(253) 848-5519
American Traffic Solutions	(817) 726-2944

City of Puyallup	
Utility Maintenance and Operations	(253) 841-5505
Water Pollution Control Plant	(253) 841-5511
Water Department	(253) 841-5512
Sewer/Storm Department	(253) 841-5469
Traffic Signals	(253) 841-5403

If any damage is done to an existing utility, the Contractor shall notify an authority of the particular utility company involved, who will dispatch a crew to repair the damages at the Contractor's expense, or authorize the Contractor to repair the damage at the Contractor's expense. The Contractor shall repair all damaged City-owned utilities in accordance with the Contract Documents or per the direction of the City. The Contractor shall immediately notify the City of Puyallup Construction Inspector when any damage occurs to any existing utility.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2016, APWA GSP) *Replacement*

1-07.18(1) General Requirements

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

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

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the

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Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.
G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

- the City of Puyallup and its officers, elected officials, employees, and agents shall be listed as primary, non-contributory additional insured

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.
All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

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1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

1-07.18(5)D Excess or Umbrella Liability

(January 4, 2016, APWA GSP) *New*

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

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

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

1-07.23 Public Convenience And Safety

(June 1, 2015 Puyallup GSP)
Supplement this section with the following:

No driveway, may be closed without prior approval of the Owner, project supervisor, or Engineer unless written authority has been given by the affected property owner. The Contractor shall be responsible for notifying the affected property owners 2 working days in advance of scheduled interruptions to access.

1-07.23(1) Construction Under Traffic

Section 1-07.23(1) is supplemented with the following:
(April 18, 2018 Puyallup GSP)

Lane closures are subject to the following restrictions:

- Lane closures shall not be allowed during the Washington State Fair (Fall)

The City Engineer has the authority to approve or reject all requests to work during these posted lane closure restrictions. The restricted areas are shown on the following maps:

Construction Restriction Zone and Routes – Weekday events
Construction Restriction Zone and Routes – Friday, Saturday, Sunday

These maps are maintained on the City website and can be accessed through the below links:

https://www.cityofpuyallup.org/DocumentCenter/View/6072 (Weekdays)

https://www.cityofpuyallup.org/DocumentCenter/View/6073 (Weekends)

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

Lane closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. **All work within the traveled way of any roadway shall be limited to the hours between 7:00 a.m. to 2:00 p.m., unless otherwise approved by the City Engineer and City Traffic Engineer.**

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Section 1-07.23(2) is supplemented with the following:
(April 18, 2018 Puyallup GSP)

The Contractor shall also maintain streets and walking paths adjacent to the project limits when affected by the Contractor's operations.

The Contractor shall notify all property owners and tenants of detours, street and alley closures, or other restrictions that may interfere with their access. Notification shall be at least twenty-four (24) hours in advance for residential property, and at least two working days in advance for commercial property.

Emergency traffic, such as police, fire, and disaster units, shall be provided access at all times. In addition, the Contractor shall coordinate Contractor activities with all disposal firms, school bus service, and transit bus service that may be operating in the project area.

Pedestrian Control and Protection

When the work area encroaches upon a sidewalk, walkway or crosswalk area, special consideration must be given to pedestrian safety. Maximum effort must be made to separate pedestrians from the work area. Protective barricades, fencing, pathways, and bridges, together with warning and guidance devices and signs, shall be utilized so that the passageway for pedestrians is safe and well-defined. Whenever pedestrian walkways are provided across excavations, they shall be provided with suitable handrails. Footbridges shall be safe, strong, free of bounce and sway, have a slip-resistant coating, and be free of cracks, holes, and irregularities that could cause tripping. Ramps shall be provided at the entrance and exit of all raised footbridges, again to prevent tripping. Illumination and reflectorization to the levels and uniformity specified on Exhibit 1040-25 of the WSDOT Design Manual shall be provided during hours of darkness. All walkways shall be maintained with at least 5 feet clear width, if possible, or 4 feet clear width with 5 foot passing zones as specified below.

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

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

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

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

Pedestrian-Related Elements of the Traffic Control Plan

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The Traffic Control Plan shall outline how pedestrian routes and access points will be maintained through the project site for the duration of construction. Traffic Control Plan elements regarding pedestrian routes and access shall address the following:

- All pedestrians, including persons with disabilities, shall be provided with a safe and accessible route through or around the project site.
- A smooth, continuous hard surface shall be provided throughout the entire length and width of the pedestrian route throughout construction.
- The width of the existing pedestrian facility shall be maintained if possible. When it is not possible to maintain a minimum width of 60-inches throughout the entire length of the pedestrian route, a minimum width of 48-inches shall be provided with 60-inch x 60-inch passing zones spaced at maximum intervals of 200-feet to allow individuals in wheelchairs to pass.
- Traffic control devices and other construction materials and features shall not intrude into the usable width of the sidewalk, alternate accessible pedestrian route, or other pedestrian facility.
- Signs and other devices mounted lower than 84-inches above the temporary accessible pedestrian route shall not project more than 4-inches into the accessible pedestrian route.
- When channelization is used to delineate a pedestrian pathway, a continuous detectable edging shall be provided throughout the length of the facility such that pedestrians using a cane can follow it. Edging shall protrude at least 6-inches above the surface of the sidewalk or pathway with the bottom of the edging a maximum of 2-1/2 inches above the surface.
- Temporary ramps shall be provided when an alternate accessible pedestrian route crosses a curb and no permanent curb ramps are in place. The width of the curb ramp shall be a minimum of 48-inches and the maximum slope of the ramp shall be 8.3%. The maximum cross slope shall be 2.0%.
- When possible, an alternate accessible pedestrian route shall be provided on the same side of the street as the disrupted route. When it is not possible, the alternate route shall be clearly identified at the nearest intersection crossing prior to the closure area.
- Information regarding closed pedestrian routes, alternate crossings, and sign and signal information shall be communicated to pedestrians with visual disabilities by providing devices such as audible information devices, accessible pedestrian signals, or barriers and channelizing devices that are detectable to the pedestrians traveling with the aid of a cane or who have low vision.
- It is desirable that pedestrians cross to the opposite side of the roadway at intersections rather than mid-block. Pedestrians shall be crossed at an intersection unless approved by the Traffic Engineering Division. Appropriate signing shall be placed at the intersections prior to any pedestrian route closure.
- If not otherwise stated in the Contract provisions, access to transit stops shall be provided and maintained at all times. Transit stops may be temporarily relocated with approval of the transit agency and the Engineer.

At locations where adjacent alternate walkways cannot be provided, appropriate signs shall be posted at the limits of construction and in advance of the closure at the nearest crosswalk or intersection, to divert pedestrians across the street. Physical barricades shall be installed to prevent visually impaired people from inadvertently entering a closed area.

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Measurement and Payment

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

1-07.24 Rights Of Way

(July 23, 2015, APWA GSP) *Replacement*

Delete this section and replace it with the following:

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property

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owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

(June 1, 2015 Puyallup GSP)
Supplement this section with the following:

Staging/storage of equipment or materials will not be allowed within the City right-of-way or any temporary property rights areas without written permission from the City.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

1-08.0(1) Preconstruction Conference

(October 10, 2008, APWA GSP) *New*

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

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

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

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

1-08.0(2) Hours of Work

(******) *New*

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

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 48 hours prior to the day(s) the Contractor is requesting to change the hours.

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

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

(June 1, 2015 Puyallup GSP) *New*

No contract work will be allowed during the Washington State Fair.

1-08.1 Subcontracting

(May 30, 2019, APWA GSP, Option B) *Modification*
Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify…".

1-08.3 Progress Schedule

1-08.3(2)B Type B Progress Schedule

Modification

Revise the first paragraph to read:

The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the preconstruction conference. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(1), except that it may be limited to only those activities occurring within the first 30-working days of the project.

Revise the first sentence of the second paragraph to read:

The Contractor shall electronically submit a Type B Progress Schedule depicting the entire project no later than 21-calendar days after the preconstruction conference.

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(******) *Supplement*

Supplement this section with the following:

Costs associated with preparation and submittal of the 'Type B Progress Schedule' shall not be measured for payment and are incidental to the bid item for 'Mobilization'.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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

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

1-08.5 Time for Completion

(November 30, 2018, APWA GSP, Option A) *Modification*

Revise the third and fourth paragraphs to read:

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

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

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would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

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

(March 13, 1995, WSDOT GSP OPT7.FR1) *Supplement*
Section 1-08.5 is supplemented with the following:

This Project shall be physically completed within **10 working days** after Notice to Proceed.

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment

(July 23, 2015, APWA GSP, Option 2) *Modification*
Revise item 4 of the fifth paragraph to read:

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

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1-09.2(5) Measurement

(May 2, 2017, APWA GSP) *Modification*
Revise the first paragraph to read:

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

1-09.6 Force Account

(October 10, 2008, APWA GSP) *Supplement*
Supplement this section with the following:

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

1-09.7 Mobilization

(December 10, 2020 APWA GSP) *Replacement*
Delete this section and replace it with the following:

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

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

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

1. When 5 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5 percent of the total of that original Bid Schedule, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
2. When 10 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of the total original Contract amount, whichever is the least, will be paid.
3. When the Substantial Completion Date has been established for the project, payment of any remaining amount Bid for mobilization will be paid.

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

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1-09.8 Payment for Material On Hand

(June 1, 2015 Puyallup GSP)
The first sentence of the last paragraph is revised to read:

A Contracting Agency will not pay for material on hand when the invoice cost for an individual material is less than $10,000.

1-09.9 Payments

(March 13, 2012, APWA GSP) *Modification*
Delete the first four paragraphs and replace them with the following:

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

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

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

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

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

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

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

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and

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3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

(March 13, 2012, APWA GSP) *Supplement*
Section 1-09.9 is supplemented with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than $20,000.

(April 30, 2020, WSDOT GSP OPT2.GR1) *Supplement*
Section 1-09.9 is supplemented with the following:

The Contractor shall sign electronically using the software provided by the Contracting Agency and return the Final Contract Voucher Certification (FCVC) as indicated in this section. Within 21 days of execution, the Contractor shall submit a Type 1 Working Drawing designating who will sign the FCVC, including their full name, email address, and text-message capable phone number. The designee shall be an authorized signer in accordance with Section 1-02.1.

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(November 30, 2018, APWA GSP) *Modification*
Revise this section to read:

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

1-09.13 Claims Resolution

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

(October 1, 2005, APWA GSP) *Replacement*
Delete this section and replace it with the following:

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

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1-09.13(3)A Administration of Arbitration

(November 30, 2018, APWA GSP) *Modification*
Revise the third paragraph to read:

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2(2) Traffic Control Plans

(June 1, 2015 Puyallup GSP)
Supplement this section with the following:

The Contractor shall prepare site specific Traffic Control Plans for all phases of the work and submit them for approval to the Engineer. The Contractor's proposed Traffic Control Plans shall show the necessary lane closures, lane shifts, construction signs, flaggers, spotters, and other traffic control devices required to support each phase of the construction. The Contractor-provided plans shall be prepared by the Contractor's Traffic Control Supervisor or an engineer licensed in the State of Washington and shall conform to the requirements contained in the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) and the latest version of the Work Zone Traffic Control Guidelines published by the Washington State Department of Transportation. WSDOT 'K' Plans are acceptable and will be approved, as and if applicable.

Traffic Control Plans shall also specify how accessible pedestrian routes shall be maintained through the project site as discussed in Section 1-07.23.

Traffic Control Plans shall provide detail on how existing driveway access will be maintained throughout the duration of construction. Plans should indicate the method(s) by which access will be maintained during roadway excavation to prevent vehicle bumpers dragging and during paving operations.

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

Payment for developing an approved Traffic Control Plan, including pedestrian-related elements, shall be considered incidental to the lump sum price in the Proposal for "Project Temporary Traffic Control" and no additional compensation will be made.

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1-10.2(3) Conformance to Established Standards

(February 3, 2020, WSDOT GSP OPT1.GR1) *Modification*

Section 1-10.2(3) is revised to read:

Flagging, signs, and all other traffic control devices and procedures furnished or provided shall conform to the standards established in the latest WSDOT adopted edition (in accordance with WAC 468-95) of the MUTCD, published by the U.S. Department of Transportation, and the 2005 draft version of the *Public Rights-of-Way Accessibility Guidelines* (PROWAG): https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/background/revised-draft-guidelines. Judgment of the quality of devices furnished will be based upon *Quality Guidelines for Temporary Traffic Control Devices*, published by the American Traffic Safety Services Association. Copies of the MUTCD and *Quality Guidelines for Temporary Control Devices* may be purchased from the American Traffic Safety Services Association, 15 Riverside Parkway, Suite 100, Fredericksburg, VA 22406-1022.

In addition to the standards of the MUTCD described above, the Contracting Agency enforces crashworthiness requirements for most work zone devices. The AASHTO Manual for Assessing Safety Hardware (MASH) has superseded the National Cooperative Highway Research Project (NCHRP) Report 350 as the established requirements for crash testing. Temporary traffic control devices manufactured after December 31, 2019 shall be compliant with the 2016 edition of the Manual for Assessing Safety Hardware (MASH 16) crash test requirements, as determined by the Contracting Agency, except as follows:

1. In situations where a MASH 16 compliant traffic control device does not exist and there are no available traffic control devices that were manufactured on or before December 31, 2019, then a traffic control device manufactured after December 31, 2019 that is compliant with either NCHRP 350 or the 2009 edition of the Manual for Assessing Safety Hardware (MASH 09) is allowed for use with approval of the Engineer.
2. Temporary traffic control devices that were manufactured on or before December 31, 2019, and were successfully tested to National Cooperative Highway Research Program (NCHRP) Report 350 or MASH 09 may continue to be used on WSDOT projects throughout their normal service life.
3. Small and lightweight channelizing and delineating devices, including cones, tubular markers, flexible delineator posts, and plastic drums, shall meet the requirements of either NCHRP 350, MASH 09, or MASH 16, as determined by the manufacturer of the device.
4. A determination of crashworthiness for acceptance of trailer-mounted devices such as arrow displays, temporary traffic signals, area lighting supports, and portable changeable message signs is currently not required.

The condition of signs and traffic control devices shall be acceptable or marginal as defined in the book *Quality Guidelines for Temporary Traffic Control Devices*, and will be accepted based on a visual inspection by the Engineer. The Engineer's decision on the condition of a sign or traffic control device shall be final. A sign or traffic control device determined to be unacceptable shall be removed from the project and replaced within 12 hours of notification.

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1-10.3 Traffic Control Labor, Procedures, and Devices

1-10.3(1) Traffic Control Labor

1-10.3(1)B Other Traffic Control Labor

(June 1, 2015 Puyallup GSP)
Supplement this section with the following:

Off Duty Police
When construction activities occur at night or within 100 feet of a signalized intersection, the Contractor shall provide an off-duty City of Puyallup uniformed police officer to control the flow of traffic through the intersection. It is the Contractor's responsibility to coordinate the scheduling of the Uniformed Police Officer.

1-10.3(3)1 Warning Lights and Flashers

(June 1, 2015 Puyallup GSP)
Supplement this section with the following:

The Contractor shall provide, install, and maintain traffic safety drums with Type C steady burn warning lights at all locations to divide opposing lanes of traffic.

1-10.4 Measurement

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

(June 1, 2015 Puyallup GSP)
Supplement this section with the following:

"Other Traffic Control Labor, Off Duty Police" will be by measured by the hour for each hour a uniform police officer is actually performing the work. Portions of an hour will be rounded up to a whole hour.

1-10.5 Payment

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

(******)
Supplement this section with the following:

"Other Traffic Control Labor, Off Duty Police", per hour.

The unit Contract price per hour for "Other Traffic Control Labor, Off Duty Police" shall be full pay for the work described herein. No additional compensation will be made for hours of work on holidays, weekends, or overtime.

The quantity for "Other Traffic Control Labor, Off Duty Police" is not subject to the provisions of Section 1-04.6 of the Standard Specifications.

"Project Temporary Traffic Control", lump sum.

Costs for layout, installation, removal, and transport of project signage shall be included with the Contract lump sum price for "Project Temporary Traffic Control." This Bid item shall also constitute full compensation for all labor, tools, equipment, and materials necessary and incidental to providing

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traffic and pedestrian control as required throughout the project duration in compliance with the MUTCD including, but not limited to, reflective signage, barricades, lights, traffic cones, and temporary pavement markings. Providing Class A signs, Class B signs, flaggers and a Traffic Control Supervisor during all periods of construction activities within the public streets shall be included in the lump sum Bid item "Project Temporary Traffic Control".

Developing, updating, and implementing an approved Traffic Control or Detour Plan shall be considered incidental to the "Project Temporary Traffic Control" lump sum cost and will not be measured for separate payment.

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

Provision and operation of a Portable Changeable Message Sign (PCMS) shall be included by the Contractor in the lump sum Bid price for "Project Temporary Traffic Control". No additional or separate compensation will be allowed.

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

The Lump Sum bid item for "Project Temporary Traffic Control" shall cover the cost to provide temporary traffic control for the for each and every working day (the entire contract duration) allowed as defined in Section 1-08.5 of these Special Provisions. The total allowable working days defined for this contract includes sufficient time to complete all work associated with items allocated to "Minor Change" and Force Account items. Should the Contractor complete the work in fewer working days than allowed the Contract Lump Sum item will be paid in full and shall be consider an incentive to the Contractor for early completion. For additional working days approved via a change order for work that is not identified to be paid by force account or "Minor Change", the daily cost for Project Temporary Traffic Control shall be determined by dividing the lump sum Contract price for "Project Temporary Traffic Control" by the originally allowed contract working days as defined in Section 1-08.5 of these Special Provisions to arrive at a daily cost for temporary traffic control.

END OF DIVISION 1

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DIVISION 2
EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

(******)

Supplement this section with the following:

The Contractor shall allow 48 hours for the Engineer to approve the clearing limits before commencing activities. At the direction of the Engineer, the limits shall be adjusted in the field. When marking the clearing limits, the Contractor shall strive to protect from damage existing landscaping items, such as paving, vegetation, rockeries, irrigation, fencing/railing, signage, lighting, and other items from damage.

The Contractor shall allow seven (7) days after the Contractor provides written notice to the property owners within the project area before commencing removal of materials to allow time for private salvage. If the property owners do not desire to salvage materials, then clearing may commence upon approval of the limits.

2-01.2 Disposal of Usable Material and Debris

(******)

The third paragraph of Section 2-01.2 is deleted and replaced with the following:

The Contractor shall dispose of all debris by disposal Method No. 2.

2-01.3(4) Roadside Cleanup

(******)

Supplement this section with the following:

From time to time throughout the progress of the work, the Contractor, when directed by the Owner's Representative, shall cleanup and remove all refuse and unwanted or unused materials resulting from the work, at the Contractor's expense. If the Contractor fails to do so within 24 hours after the request by the Owner's Representative, the work may be done by the City and the cost thereof be charged to the Contractor and deducted from his final estimate.

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

2-01.4 Measurement

(******)

Supplement this section with the following:

Roadside cleanup shall be incidental to other Bid items in the Proposal and shall not be measured for payment.

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2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirements

(******)

Supplement this section with the following:

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

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

(******)

Supplement this section with the following:

All excavation, regardless of the nature or type of materials encountered, performed under this Contract shall be considered as unclassified excavation except as noted otherwise herein. The work shall include all excavation for trenches, sidewalk, curbs, grading the roadway, and for all other work.

2-03.3 Construction Requirements

(******)

Supplement this section with the following:

Unauthorized over-excavated areas shall be filled with Crushed Surfacing Top Course to be furnished, placed, and compacted at the Contractor's expense.

2-03.3(7) Disposal of Surplus Material

(******)

Supplement this section with the following:

The Contractor shall haul all excavated material off site and dispose of it at a legal disposal site unless directed otherwise by the Engineer. Excavated material from the project shall not be used for embankments or other project-related construction unless specifically authorized by the Engineer.

Disposal of surplus material shall be considered incidental to the project and as such, included in the various unit bid prices in the Proposal.

2-03.3(12) Overbreak

(******)

Section 2-03.3(12) is supplemented with the following:

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Excavation outside the width pay limits shall be classified as overbreak. Removal and replacement of overbreak material, including backfill and compaction requirements, shall meet the same conditions as the trench backfill. Sloughing of the trench walls shall not be considered as slides.

2-04 HAUL

2-04.4 Measurement

(******)

Section 2-04.4 is deleted and replaced with the following:

No measurement will be made for haul.

2-04.5 Payment

(******)

Section 2-04.5 is supplemented with the following:

All costs associated with hauling materials of any description to, from, and within the project site shall be included in the appropriate unit bid prices in the Proposal and no further compensation will be paid.

2-06 SUBGRADE PREPARATION

2-06.3(2) Subgrade for Pavement

(******)

Section 2-06.3(2) is supplemented with the following:

Construct final subgrade only when the weather conditions will not detrimentally affect the quality of the finished work. Any portion of the work damaged by the effects of rain, wind, or other inclement weather conditions shall, at no additional cost to the Contracting Agency, be:

1. Aerated if excessively wet,
2. Moistened if excessively dry,
3. Reshaped and re-compacted to conform to the requirements of the plans and special provisions.

Fill and compact all depressions and holes.

Blading and rolling shall be done until the surface is smooth and free from waves and other irregularities. The subgrade elevations shall be such that they are within a tolerance of 0.1 feet and match/blend with the existing roadway features (driveways, curb and gutter, sidewalk, paving, etc.).

If the subgrade is damaged by the contractor's operations, the contractor shall repair, reshape, and recompact the subgrade as necessary at no additional cost.

Subgrade below structures shall be as specified in Section 2-09.

Subgrade below pipe shall be as specified in Section 7-08.

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Subgrade below curb and gutter and sidewalks shall be moisture conditioned and compacted to a minimum of 95% maximum density.

Subgrade in non-classified areas shall be moisture conditioned and compacted to a minimum of 95% maximum density.

2-06.5 Measurement and Payment

(******)

Section 2-06.5 is deleted and replaced with the following:

No separate measurement or payment will be made for subgrade preparation. This work is considered incidental to the construction and its costs shall be included in other items of work.

2-07 WATERING

2-07.3 Construction Requirements

(******)

Section 2-07.3 is supplemented with the following:

Contractor shall be responsible for controlling dust and mud within the project limits as well as on all streets used in the execution of this contract. The Contractor shall be prepared to furnish and use watering trucks equipped with high velocity water jets and low head sprinkling devices, street sweepers, and any other pieces of equipment necessary to render the project site free of dust and the streets free of all dust, mud, debris, and foreign materials. Any damage caused by dust and/or mud accumulation on the streets or in the storm sewer system shall be the sole responsibility of the Contractor. Failure to have a water truck immediately accessible to the job, and/or failure to use said water truck for dust control, shall be adequate reason to "shutdown" the project construction. Shutdowns due to the Contractor's failure to control dust shall not be considered unworkable days.

Water placement includes that required for dust control while excavating, for processing and compacting subgrade, and for dust control between the time of subgrade preparation and the placing of pavement. Dust control water shall be applied as directed by the Engineer of the City Construction Inspector and for such period of time as they deem necessary.

The City of Puyallup will provide water at no expense to the Contractor. The Contractor will be required to obtain a hydrant meter after paying an application fee and posting a refundable deposit. The application fee can be paid at:

Payment:
City Hall
3rd Floor, Utility Billing Department
333 S Meridian
Puyallup, WA 98371

The hydrant meter can be picked up at the following location. Contractor must have meter application and receipt of payment in hand before picking up the hydrant meter.

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Pickup:
City Corporate Yard
1100 39th Ave SE
Puyallup, WA 98390

The current application fee, which is subject to change, is $50. The current refundable deposit, which is also subject to change, is $1,200.

2-07.4 Measurement

(******)
Section 2-07.4 is replaced with the following:

No measurement will be made for watering.

2-07.5 Payment

(******)
Section 2-07.5 is replaced with the following:

No additional payment shall be made for "Watering". All costs incurred for this item shall be included in the other related bid items.

2-09 STRUCTURE EXCAVATION

2-09.3 Construction Requirements

2-09.3(1)D Disposal of Excavated Material

(******)
Section 2-09.3(1)D is deleted and replaced with the following:

All excavated material that is not used as backfill shall be removed and disposed of in accordance with Section 2-01.2(2). No separate payment will be made for disposing of the excess material.

2-09.3(1)E Backfilling

(******)
Section 2-09.3(1)E is supplemented with the following:

Trench Backfill
Trench backfill material shall be as follows:

1. Within the pipe zone, pipe zone bedding shall conform to the gradation requirements indicated on the Plans and shall be compacted to at least 90 percent of the maximum density.
2. Trench backfill shall be as indicated on the Plans and compacted to at least 95 percent of the maximum density.
3. Trench backfill shall be placed in layers not more than 6-inches thick. If the Contractor demonstrates his construction methods can achieve the specified compaction requirements on a consistent basis for each lift, then 12-inch thick layers may be used.
4. All densities shall be as determined by Section 2-03.3(14)D.

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Unsuitable material shall be disposed of in accordance with Section 2-01.2(2). Only temporary, short-term stockpiling of unsuitable material will be allowed.

2-09.5 Payment

(******)

Section 2-09.5 is supplemented with the following:

"Shoring or Extra Excavation Class B", lump sum.

The lump sum contract price for "Shoring or Extra Excavation Class B" shall be full compensation for all labor, material, tools, and equipment and other incidental costs to provide a complete system of trench shoring in compliance with WISHA, Chapter 47.19 RCW and Section 7-08.3(1)B. The lump sum contract price shall include: designing, furnishing, installing, maintaining, and removing sheet piles, trench boxes, cribbing, and cofferdams, or other means necessary to support trench and excavation walls as required. Design, installation, and maintenance of all shoring systems shall be the complete and sole responsibility of the Contractor. This bid item shall be accomplished in accordance with Divisions 1, 2, and 7 of the Standard Specifications and Special Provisions. Bidder's attention is directed to the following laws and regulations.

1. Chapter 39.04.180 of the Revised Code of Washington (RCW).
2. Part N of Chapter 296-155 of the Washington Administrative Code (WAC).
3. Chapter 47.17 of RCW (Washington Industrial Safety and Health Act).
4. 29 CFR 1923 of OSHA.

Shoring shall be constructed with provisions made to allow the Inspector to enter the shored trench at any time.

2-11 TRIMMING AND CLEANUP

2-11.1 Description

(******)

Section 2-11.1 is supplemented with the following:

During construction, and then upon completion of the work, the Contractor shall thoroughly comb and search the surrounding area and remove any construction material thrown or discarded amongst the trees, bushes, ditches, etc., such as paint cans, cartons, broken pipe, pavement pieces, paper, bottles, etc., and shall tidy up the surrounding general area to make it neat in appearance, including removal of debris that may or may not have been deposited by Contractor's operation.

Paved street surfaces shall be thoroughly cleaned (street sweeper) upon completion of work within the area, and shall require daily cleaning if dust or mud exists. Prior to job acceptance, all streets shall be cleaned.

2-11.2 Materials

(******)

Section 2-11.2 is supplemented with the following:

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Contractor shall restore all disturbed areas with materials similar to the existing materials unless directed otherwise by the Engineer.

2-11.3 Construction Requirements

(******)

Add the following new sections:

2-11.3(1) Routine Cleaning

General

1. Retain all stored materials and equipment in an orderly fashion allowing maximum access, not impeding drainage or traffic, and providing protection.
2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for this work.
3. At least twice each month, and more often if necessary or as directed by the Construction Inspector, the Contractor shall completely remove all scrap, debris, and waste material from the project site.
4. Provide adequate storage for all materials awaiting removal from the project site, observing all requirements for fire protection and protection of the environment.

Site

1. Daily and more often if necessary or as directed, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage until it can be disposed of.
2. Weekly, and more often if necessary or directed, inspect all arrangements of materials stored on the site, restack, tidy, or otherwise service all arrangements to meet the requirements above.
3. Maintain the site in a neat and orderly condition at all times so as to meet the approval of the Owner.

2-11.3(2) Final Cleaning

Prior to final inspection, remove from the job site, all tools, surplus materials, equipment, scrap, debris, and waste.

2-11.4 Measurement

(******)

Section 2-11.4 is deleted and replaced with the following:

No measurement will be made for trimming and cleanup.

2-11.5 Payment

(******)

Section 2-11.5 is supplemented with the following:

No separate payment will be made for trimming and cleanup. All costs for trimming and cleanup shall be included in the bid item for "Final Cleanup and Restoration" as described in Section 1-04.11.

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END OF DIVISION 2

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DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

(******)

Section 8-01.1 is supplemented with the following:

The Contractor shall install and maintain all temporary and permanent erosion control measures and Best Management Practices (BMPs) in accordance with the Bid Documents, Plans, Standard Specifications, Permit Conditions, and as directed by the City. Such measures shall include, but are not necessarily limited to:

- Erosion and water pollution control for stockpiled materials
- Straw bale check dams
- Straw mulch, netting and tackifier
- Baker tanks
- Stabilized temporary construction entrance / exit
- Inlet protection on existing and proposed drainage structures
- Reinforced silt fencing
- Plastic Covering
- Temporary HMA Curb
- Disposal of sediments and materials
- Maintenance of BMPs including in the event of emergencies and as weather and field conditions dictate; and also including installation of additional BMPs which may become required as field and weather conditions evolve.
- Street sweeping and cleaning
- ESC Lead per Section 8-01 of the Standard Specifications
- All materials, tools and equipment necessary to meet these requirements

Site Specific BMPs and Erosion / Water Pollution Control Plan

The Contractor shall submit their own temporary Erosion / Water Pollution Control Plan (TESC) to the City for review and approval prior to the commencement of clearing, grubbing or grading activities.

The Contractor shall design the project specific TEWPC Plan utilizing the BMP's described in the Washington Department of Ecology Stormwater Management for Western Washington or City Standards, whichever are more stringent.

Provide one-week minimum for City review and approval of the Plan. Clearing activities may not commence until the Plan has been approved by the City.

8-01.3 Construction Requirements

(******)

Section 8-01.3 is supplemented with the following:

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

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

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

8-01.3(8) Street Cleaning

(******)

Section 8-01.3(8) is supplemented with the following:

The roadway shall be swept daily and as needed. Flushing will not be permitted. Roadway sweeping and cleaning shall be considered included in the lump sum "Erosion/Water Pollution Control" and no additional payment will be made.

8-01.3(9)D Inlet Protection

(******)

Section 8-01.3(9)D is supplemented with the following:

Inlet protection can be in the form of internal devices and shall be installed prior to clearing, grubbing or earthwork activities. Catch Basin Inserts shall be installed on existing catch basins within the project area and those immediately downstream of the project site that could possibly receive sediment laden runoff for the site. They shall be installed and meet the requirements specified on the Plans. Simply placing a piece of geotextile under the catch basin grate is not acceptable.

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

8-01.3(16) Removal

(******)

Section 8-01.3(16) is supplemented with the following:

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Removing Temporary Erosion I Water Pollution Control BMPs

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

(******)

Add the following new section:

8-01.3(17) Suspension of Work

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

8-01.4 Measurement

(******)

Section 8-01.4 is replaced with the following:

No specific unit of measurement shall apply to the lump sum item “Erosion/Water Pollution Control”.

8-01.5 Payment

(******)

Section 8-01.5 is replaced with the following:

“Erosion/Water Pollution Control”, per lump sum.

The lump sum bid price for “Erosion/Water Pollution Control” shall constitute full pay for all labor, materials, tools, and equipment necessary and incidental to the installation of temporary and permanent erosion and sediment control facilities including, but not limited to, the following:

1. Erosion and sedimentation control installation and maintenance and replacement as required until project completion and approval.
2. Maintenance of catch basins, storm drains, ditches, and other drainage courses, including immediate removal and disposal of accumulated sedimentation.

END OF DIVISION 8

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APPENDICES

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APPENDIX 1 – PREVAILING WAGE RATES

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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: 10/22/2026

Pierce County

Trade	Job Classification	Wage	Holiday	Overtime	Note
Asbestos Abatement Workers	Journey Level	$71.10	**5D**	**1H**	
Boilermakers	Journey Level	$80.89	**5N**	**1C**	
Brick Mason	Journey Level	$82.00	**7E**	**1N**	
Brick Mason	Pointer-Caulker-Cleaner	$82.00	**7E**	**1N**	
Building Service Employees	Janitor	$28.36	**5S**	**2F**	
Building Service Employees	Traveling Waxer / Shampooer	$28.26	**5S**	**2F**	

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Building Service Employees	Window Cleaner (High Time)	$36.19	**5S**	**2F**	
Building Service Employees	Window Cleaner (Non-High Time)	$34.94	**5S**	**2F**	
Cabinet Makers (In Shop)	Journey Level	$28.36		**1**	
Carpenters	Acoustical Worker	$87.71	**15J**	**11U**	
Carpenters	Bridge Dock and Wharf Carpenter	$89.38	**15J**	**11U**	**9L**
Carpenters	Floor Layer & Floor Finisher	$87.71	**15J**	**11U**	
Carpenters	General Carpenter	$87.71	**15J**	**11U**	
Carpenters	Scaffold Erector	$87.71	**15J**	**11U**	
Cement Masons	Application of all Composition Mastic	$86.70	**15J**	**4U**	
Cement Masons	Application of all Epoxy Material	$86.18	**15J**	**4U**	
Cement Masons	Application of all Plastic Material	$86.70	**15J**	**4U**	
Cement Masons	Application of Sealing Compound	$86.18	**15J**	**4U**	
Cement Masons	Application of Underlayment	$86.70	**15J**	**4U**	
Cement Masons	Building General	$86.18	**15J**	**4U**	

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Cement Masons	Composition or Kalman Floors	$86.70	**15J**	**4U**
Cement Masons	Concrete Paving	$86.18	**15J**	**4U**
Cement Masons	Curb & Gutter Machine	$86.70	**15J**	**4U**
Cement Masons	Curb & Gutter, Sidewalks	$86.18	**15J**	**4U**
Cement Masons	Curing Concrete	$86.18	**15J**	**4U**
Cement Masons	Finish Colored Concrete	$86.70	**15J**	**4U**
Cement Masons	Floor Grinding	$86.70	**15J**	**4U**
Cement Masons	Floor Grinding/Polisher	$86.18	**15J**	**4U**
Cement Masons	Green Concrete Saw, self-powered	$86.70	**15J**	**4U**
Cement Masons	Grouting of all Plates	$86.18	**15J**	**4U**
Cement Masons	Grouting of all Tilt-up Panels	$86.18	**15J**	**4U**
Cement Masons	Gunite Nozzleman	$86.70	**15J**	**4U**
Cement Masons	Hand Powered Grinder	$86.70	**15J**	**4U**
Cement Masons	Journey Level	$86.18	**15J**	**4U**
Cement Masons	Patching Concrete	$86.18	**15J**	**4U**
Cement Masons	Pneumatic Power Tools	$86.70	**15J**	**4U**

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Cement Masons	Power Chipping & Brushing	$86.70	**15J**	**4U**	
Cement Masons	Sand Blasting Architectural Finish	$86.70	**15J**	**4U**	
Cement Masons	Screed & Rodding Machine	$86.70	**15J**	**4U**	
Cement Masons	Spackling or Skim Coat Concrete	$86.18	**15J**	**4U**	
Cement Masons	Troweling Machine Operator	$86.70	**15J**	**4U**	
Cement Masons	Troweling Machine Operator on Colored Slabs	$86.70	**15J**	**4U**	
Cement Masons	Tunnel Workers	$86.70	**15J**	**4U**	
Divers & Tenders	Bell/Vehicle/Submersible Operator (not under pressure)	$149.22	**15J**	**11T**	**9I**
Divers & Tenders	Dive Supervisor	$150.72	**15J**	**11T**	**9I**
Divers & Tenders	Diver	$149.22	**15J**	**11T**	**9I**
Divers & Tenders	Diver Tender	$95.55	**15J**	**11T**	**9I**
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	$120.22	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	$130.16	**15J**	**11U**	

	30.01-44.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	$140.11	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	$150.05	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	$160.00	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	$169.94	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	$179.88	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	$189.83	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	$199.77	**15J**	**11U**	
Divers & Tenders	Lead Diver (Dive Master)	$110.01	**15J**	**11T**	**9I**
Divers & Tenders	Manifold Operator (Life Support Technician)	$100.55	**15J**	**11U**	**9I**

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Divers & Tenders	Remote Operated Vehicle Operator/Technician	$95.55	**15J**	**11T**	**9I**
Divers & Tenders	Remote Operated Vehicle Operator/Technician	$95.55	**15J**	**11U**	**9I**
Divers & Tenders	Remote Operated Vehicle Tender	$89.25	**15J**	**11T**	**9I**
Divers & Tenders	Stand-by Diver	$105.01	**15J**	**11T**	**9I**
Dredge Workers	Assistant Engineer	$93.71	**15Q**	**3F**	
Dredge Workers	Assistant Mate (Deckhand)	$92.99	**15Q**	**3F**	
Dredge Workers	Boatmen	$93.71	**15Q**	**3F**	
Dredge Workers	Engineer Welder	$95.52	**15Q**	**3F**	
Dredge Workers	Leverman, Hydraulic	$97.45	**15Q**	**3F**	
Dredge Workers	Mates	$93.71	**15Q**	**3F**	
Dredge Workers	Oiler	$92.99	**15Q**	**3F**	
Drywall Applicator	Journey Level	$84.77	**15O**	**11S**	
Drywall Tapers	Journey Level	$84.77	**15O**	**11S**	
Electrical Fixture Maintenance Workers	Journey Level	$17.76		**1**	
Electricians - Inside	Cable Splicer	$104.37	**5C**	**1G**	

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Electricians - Inside	Journey Level	$97.32	**5C**	**1G**	
Electricians - Inside	Lead Covered Cable Splicer	$111.40	**5C**	**1G**	
Electricians - Inside	Welder	$104.37	**5C**	**1G**	
Electricians - Motor Shop	Craftsman	$17.13		**1**	
Electricians - Motor Shop	Journey Level	$17.13		**1**	
Electricians - Powerline Construction	Cable Splicer	$107.31	**5A**	**4D**	
Electricians - Powerline Construction	Certified Line Welder	$98.45	**5A**	**4D**	
Electricians - Powerline Construction	Groundperson	$61.75	**5A**	**4D**	
Electricians - Powerline Construction	Heavy Line Equipment Operator	$98.45	**5A**	**4D**	
Electricians - Powerline Construction	Journey Level Lineperson	$98.45	**5A**	**4D**	
Electricians - Powerline Construction	Line Equipment Operator	$84.94	**5A**	**4D**	
Electricians - Powerline Construction	Meter Installer	$61.75	**5A**	**4D**	**8W**
Electricians - Powerline Construction	Pole Sprayer	$98.45	**5A**	**4D**	

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Electricians - Powerline Construction	Powderperson	$72.81	**5A**	**4D**	
Electronic Technicians	Journey Level	$64.34	**6Z**	**1B**	
Elevator Constructors	Mechanic	$119.17	**7D**	**4A**	
Elevator Constructors	Mechanic In Charge	$128.95	**7D**	**4A**	
Fabricated Precast Concrete Products	Journey Level	$17.13		**1**	
Fence Erectors	Fence Erector	$60.82	**15J**	**11X**	**9N**
Fence Erectors	Fence Laborer	$60.82	**15J**	**11X**	**9N**
Flaggers	Journey Level	$60.82	**15J**	**11X**	**9N**
Glaziers	Journey Level	$88.41	**7L**	**1Y**	
Heat & Frost Insulators And Asbestos Workers	Journey Level	$100.83	**15H**	**11C**	
Heating Equipment Mechanics	Journey Level	$107.92	**7F**	**1E**	
Hod Carriers & Mason Tenders	Journey Level	$75.00	**15J**	**11X**	**9N**
Industrial Power Vacuum Cleaner	Journey Level	$17.13		**1**	
Inland Boatmen	Boat Operator	$71.28	**5B**	**1K**	
Inland Boatmen	Cook	$69.70	**5B**	**1K**	

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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	CCTV Head Operator	$56.10	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	CCTV Operator	$53.00	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	CCTV Technician	$49.90	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner	$58.16	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Assistant	$50.93	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Combo Unit	$58.16	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Combo Unit Assistant	$50.93	**15M**	**110**

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Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer	$58.16	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Assistant	$50.93	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$58.16	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator Assistant	$50.93	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Hydrovac	$58.16	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Hydrovac Assistant	$50.93	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Jetter/Flusher	$58.16	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Jetter/Flusher Assistant	$50.93	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Skid Steer	$50.93	**15M**	**110**

Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Sweeper/Broom Operator	$49.90	**15M**	**11O**	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Water Truck	$49.90	**15M**	**11O**	
Insulation Applicators	Journey Level	$87.71	**15J**	**11U**	
Ironworkers	Journeyman	$94.82	**15K**	**11N**	
Laborers	Air, Gas Or Electric Vibrating Screed	$71.10	**15J**	**11X**	**9N**
Laborers	Airtrac Drill Operator	$73.18	**15J**	**11X**	**9N**
Laborers	Ballast Regular Machine	$71.10	**15J**	**11X**	**9N**
Laborers	Batch Weighman	$60.82	**15J**	**11X**	**9N**
Laborers	Brick Pavers	$71.10	**15J**	**11X**	**9N**
Laborers	Brush Cutter	$71.10	**15J**	**11X**	**9N**
Laborers	Brush Hog Feeder	$71.10	**15J**	**11X**	**9N**
Laborers	Burner	$71.10	**15J**	**11X**	**9N**
Laborers	Caisson Worker	$73.18	**15J**	**11X**	**9N**
Laborers	Carpenter Tender	$71.10	**15J**	**11X**	**9N**
Laborers	Cement Dumper-paving	$73.18	**15J**	**11X**	**9N**

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Laborers	Cement Finisher Tender	$71.10	**15J**	**11X**	**9N**
Laborers	Change House Or Dry Shack	$71.10	**15J**	**11X**	**9N**
Laborers	Chipping Gun (30 Lbs. And Over)	$72.33	**15J**	**11X**	**9N**
Laborers	Chipping Gun (Under 30 Lbs.)	$71.10	**15J**	**11X**	**9N**
Laborers	Choker Setter	$71.10	**15J**	**11X**	**9N**
Laborers	Chuck Tender	$71.10	**15J**	**11X**	**9N**
Laborers	Clary Power Spreader	$72.33	**15J**	**11X**	**9N**
Laborers	Clean-up Laborer	$71.10	**15J**	**11X**	**9N**
Laborers	Concrete Dumper/Chute Operator	$73.18	**15J**	**11X**	**9N**
Laborers	Concrete Form Stripper	$71.10	**15J**	**11X**	**9N**
Laborers	Concrete Placement Crew	$73.18	**15J**	**11X**	**9N**
Laborers	Concrete Saw Operator/Core Driller	$72.33	**15J**	**11X**	**9N**
Laborers	Crusher Feeder	$60.82	**15J**	**11X**	**9N**
Laborers	Curing Laborer	$71.10	**15J**	**11X**	**9N**
Laborers	Demolition: Wrecking & Moving (Incl. Charred	$71.10	**15J**	**11X**	**9N**

	Material)				
Laborers	Ditch Digger	$71.10	**15J**	**11X**	**9N**
Laborers	Diver	$73.18	**15J**	**11X**	**9N**
Laborers	Drill Operator (Hydraulic, Diamond)	$72.33	**15J**	**11X**	**9N**
Laborers	Dry Stack Walls	$71.10	**15J**	**11X**	**9N**
Laborers	Dump Person	$71.10	**15J**	**11X**	**9N**
Laborers	Epoxy Technician	$71.10	**15J**	**11X**	**9N**
Laborers	Erosion Control Worker	$71.10	**15J**	**11X**	**9N**
Laborers	Faller & Bucker Chain Saw	$72.33	**15J**	**11X**	**9N**
Laborers	Fine Graders	$71.10	**15J**	**11X**	**9N**
Laborers	Firewatch	$60.82	**15J**	**11X**	**9N**
Laborers	Form Setter	$73.18	**15J**	**11X**	**9N**
Laborers	Gabian Basket Builders	$71.10	**15J**	**11X**	**9N**
Laborers	General Laborer	$71.10	**15J**	**11X**	**9N**
Laborers	Grade Checker & Transit Person	$75.00	**15J**	**11X**	**9N**
Laborers	Grinders	$71.10	**15J**	**11X**	**9N**
Laborers	Grout Machine Tender	$71.10	**15J**	**11X**	**9N**

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Laborers	Groutmen (Pressure) Including Post Tension Beams	$72.33	**15J**	**11X**	**9N**
Laborers	Guardrail Erector	$71.10	**15J**	**11X**	**9N**
Laborers	Hazardous Waste Worker (Level A)	$73.18	**15J**	**11X**	**9N**
Laborers	Hazardous Waste Worker (Level B)	$72.33	**15J**	**11X**	**9N**
Laborers	Hazardous Waste Worker (Level C)	$71.10	**15J**	**11X**	**9N**
Laborers	High Scaler	$73.18	**15J**	**11X**	**9N**
Laborers	Jackhammer	$72.33	**15J**	**11X**	**9N**
Laborers	Laserbeam Operator	$72.33	**15J**	**11X**	**9N**
Laborers	Maintenance Person	$71.10	**15J**	**11X**	**9N**
Laborers	Manhole Builder-Mudman	$72.33	**15J**	**11X**	**9N**
Laborers	Material Yard Person	$71.10	**15J**	**11X**	**9N**
Laborers	Mold Abatement Worker	$71.10	**15J**	**11X**	**9N**
Laborers	Motorman-Dinky Locomotive	$75.05	**15J**	**11X**	**9N**
Laborers	nozzleman (concrete pump, green cutter when using combination of high	$75.00	**15J**	**11X**	**9N**

	pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)				
Laborers	Pavement Breaker	$72.33	**15J**	**11X**	**9N**
Laborers	Pilot Car	$60.82	**15J**	**11X**	**9N**
Laborers	Pipe Layer (Lead)	$75.00	**15J**	**11X**	**9N**
Laborers	Pipe Layer/Tailor	$72.33	**15J**	**11X**	**9N**
Laborers	Pipe Pot Tender	$72.33	**15J**	**11X**	**9N**
Laborers	Pipe Reliner	$72.33	**15J**	**11X**	**9N**
Laborers	Pipe Wrapper	$72.33	**15J**	**11X**	**9N**
Laborers	Pot Tender	$71.10	**15J**	**11X**	**9N**
Laborers	Powderman	$73.18	**15J**	**11X**	**9N**
Laborers	Powderman's Helper	$71.10	**15J**	**11X**	**9N**
Laborers	Power Jacks	$72.33	**15J**	**11X**	**9N**
Laborers	Power Washer	$71.10	**15J**	**11X**	**9N**
Laborers	Railroad Spike Puller - Power	$72.33	**15J**	**11X**	**9N**
Laborers	Raker - Asphalt	$75.00	**15J**	**11X**	**9N**

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Laborers	Re-timberman	$73.18	**15J**	**11X**	**9N**
Laborers	Remote Equipment Operator	$72.33	**15J**	**11X**	**9N**
Laborers	Rigger/Signal Person	$72.33	**15J**	**11X**	**9N**
Laborers	Rip Rap Person	$71.10	**15J**	**11X**	**9N**
Laborers	Rivet Buster	$72.33	**15J**	**11X**	**9N**
Laborers	Rodder	$73.18	**15J**	**11X**	**9N**
Laborers	Scaffold Erector	$71.10	**15J**	**11X**	**9N**
Laborers	Scale Person	$71.10	**15J**	**11X**	**9N**
Laborers	Sloper (Over 20")	$72.33	**15J**	**11X**	**9N**
Laborers	Sloper Sprayer	$71.10	**15J**	**11X**	**9N**
Laborers	Spreader (Concrete)	$73.18	**15J**	**11X**	**9N**
Laborers	Stake Hopper	$71.10	**15J**	**11X**	**9N**
Laborers	Stock Piler	$71.10	**15J**	**11X**	**9N**
Laborers	Swinging Stage/Boatswain Chair	$60.82	**15J**	**11X**	**9N**
Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	$72.33	**15J**	**11X**	**9N**
Laborers	Tamper (Multiple & Self-propelled)	$72.33	**15J**	**11X**	**9N**

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Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	$72.33	**15J**	**11X**	**9N**
Laborers	Toolroom Person (at Jobsite)	$71.10	**15J**	**11X**	**9N**
Laborers	Topper	$71.10	**15J**	**11X**	**9N**
Laborers	Track Laborer	$71.10	**15J**	**11X**	**9N**
Laborers	Track Liner (Power)	$72.33	**15J**	**11X**	**9N**
Laborers	Traffic Control Laborer	$64.78	**15J**	**11X**	**9P**
Laborers	Traffic Control Supervisor	$68.42	**15J**	**11P**	**9C**
Laborers	Traffic Control Supervisor	$68.42	**15J**	**11X**	**9P**
Laborers	Truck Mounted Attenuator	$64.78	**15J**	**11X**	**9P**
Laborers	Truck Spotter	$71.10	**15J**	**11X**	**9N**
Laborers	Tugger Operator	$72.33	**15J**	**11X**	**9N**
Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	$254.08	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	$259.24	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	$263.01	**15J**	**11X**	**9Q**

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Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	$268.85	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	$271.02	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	$276.25	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	$278.20	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	$280.25	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	$282.30	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Guage and Lock Tender	$75.05	**15J**	**11X**	**9N**
Laborers	Tunnel Work-Miner	$75.05	**15J**	**11X**	**9N**
Laborers	Vibrator	$73.18	**15J**	**11X**	**9N**
Laborers	Vinyl Seamer	$71.10	**15J**	**11X**	**9N**
Laborers	Watchman	$55.62	**15J**	**11X**	**9N**

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Laborers	Welder	$72.33	**15J**	**11X**	**9N**
Laborers	Well Point Laborer	$72.33	**15J**	**11X**	**9N**
Laborers	Window Washer/Cleaner	$55.62	**15J**	**11X**	**9N**
Laborers - Underground Sewer & Water	General Laborer & Topman	$71.10	**15J**	**11X**	**9N**
Laborers - Underground Sewer & Water	Pipe Layer	$72.33	**15J**	**11X**	**9N**
Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	$55.62	**15J**	**11X**	**9N**
Landscape Construction	Landscape Operator	$92.99	**15J**	**3K**	**8X**
Landscape Maintenance	Groundskeeper	$17.13		**1**	
Lathers	Journey Level	$84.77	**15O**	**11S**	
Marble Setters	Journey Level	$82.00	**7E**	**1N**	
Metal Fabrication (In Shop)	Fitter	$17.13		**1**	
Metal Fabrication (In Shop)	Laborer	$17.13		**1**	
Metal Fabrication (In Shop)	Machine Operator	$17.13		**1**	
Metal Fabrication (In Shop)	Welder	$17.13		**1**	
Millwright	Journey Level	$80.28	**15J**	**4C**	

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Modular Buildings	Journey Level	$17.13		1	
Painters	Journey Level	$58.84	6Z	11J	
Pile Driver	Crew Tender	$80.50	15J	11U	9L
Pile Driver	Journey Level	$89.43	15J	11U	
Plasterers	Journey Level	$81.34	7Q	1R	
Plasterers	Nozzleman	$85.44	7Q	1R	
Playground & Park Equipment Installers	Journey Level	$17.13		1	
Plumbers & Pipefitters	Journey Level	$99.87	5A	1G	
Power Equipment Operators	Asphalt Plant Operator	$94.54	15J	3K	8X
Power Equipment Operators	Assistant Engineer	$90.77	7A	11H	8X
Power Equipment Operators	Barrier Machine (zipper)	$93.71	15J	3K	8X
Power Equipment Operators	Batch Plant Operator: Concrete	$93.71	15J	3K	8X
Power Equipment Operators	Bobcat	$88.89	15J	3K	8X
Power Equipment Operators	Brokk - Remote Demolition Equipment	$88.89	15J	3K	8X

Power Equipment Operators	Brooms	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Bump Cutter	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Cableways	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Chipper	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Compressor	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Concrete Finish Machine - laser Screed	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Conveyors	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Cranes Friction: 200 tons and over	$99.42	**7A**	**11H**	**8X**

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Power Equipment Operators	Cranes, A-frame: 10 tons and under	$90.77	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$97.46	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	$95.64	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	$98.47	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	$99.42	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$96.51	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: Friction cranes through 199 tons	$98.47	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators	Crusher	$93.71	**15J**	**3K**	**8X**

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Power Equipment Operators	Deck Engineer/deck Winches (power)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Derricks: on building work	$96.51	**7A**	**11H**	**8X**
Power Equipment Operators	Dozers D-9 & Under	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Drilling Machine	$95.52	**15J**	**3K**	**8X**
Power Equipment Operators	Elevator and man-lift: permanent and shaft type	$90.77	**7A**	**11H**	**8X**
Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Forklift: 3000 lbs and over with attachments	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	$90.77	**7A**	**11H**	**8X**
Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets,etc.	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Gradechecker/stakeman	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Guardrail punch/Auger	$93.71	**15J**	**3K**	**8X**

Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Horizontal/directional Drill Locator	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Horizontal/directional Drill Operator	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	$90.77	**7A**	**11H**	**8X**
Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators	Loader, Overhead 8 Yards. & Over	$95.52	**15J**	**3K**	**8X**
Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Loaders, Overhead Under 6 Yards	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Loaders, Plant Feed	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Loaders: Elevating Type Belt	$92.99	**15J**	**3K**	**8X**

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Power Equipment Operators	Locomotives, All	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Material Transfer Device	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Mechanics: all (Leadmen - $0.50 per hour over mechanic)	$97.46	**7A**	**11H**	**8X**
Power Equipment Operators	Motor patrol graders	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	$95.64	**7A**	**11H**	**8X**
Power Equipment Operators	Overhead, bridge type: 100 tons and over	$97.46	**7A**	**11H**	**8X**
Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	$96.51	**7A**	**11H**	**8X**

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Power Equipment Operators	Pavement Breaker	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Pile Driver (other Than Crane Mount)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Plant Oiler - Asphalt, Crusher	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Posthole Digger, Mechanical	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Power Plant	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Pumps - Water	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Quad 9, HD 41, D10 And Over	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Rigger and Bellman	$90.77	**7A**	**11H**	**8X**
Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators	Rollagon	$94.54	**15J**	**3K**	**8X**

Power Equipment Operators	Roller, Other Than Plant Mix	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Roto-mill, Roto-grinder	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Saws - Concrete	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Scrapers - Concrete & Carry All	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Service Engineers: equipment	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators	Shotcrete/gunite Equipment	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To	$93.71	**15J**	**3K**	**8X**

	30 Metric Tons				
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$95.52	**15J**	**3K**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$96.49	**15J**	**3K**	**8X**
Power Equipment Operators	Slipform Pavers	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Spreader, Topsider & Screedman	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Subgrader Trimmer	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Tower Bucket Elevators	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	$98.47	**7A**	**11H**	**8X**
Power Equipment Operators	Tower crane: up to 175' in height base to boom	$97.46	**7A**	**11H**	**8X**
Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	$99.42	**7A**	**11H**	**8X**
Power Equipment Operators	Transporters, All Track Or Truck Type	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Trenching Machines	$92.99	**15J**	**3K**	**8X**

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Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	$95.64	**7A**	**11H**	**8X**
Power Equipment Operators	Truck crane oiler/driver: under 100 tons	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators	Truck Mount Portable Conveyor	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Welder	$96.51	**7A**	**11H**	**8X**
Power Equipment Operators	Wheel Tractors, Farmall Type	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Yo Yo Pay Dozer	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	$90.77	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator: Concrete	$93.71	**15J**	**3K**	**8X**

Power Equipment Operators- Underground Sewer & Water	Bobcat	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Brooms	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Bump Cutter	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cableways	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Chipper	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Compressor	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - laser Screed	$88.89	**15J**	**3K**	**8X**

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Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Conveyors	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	$99.42	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	$90.77	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$97.46	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	$95.64	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	$98.47	**7A**	**11H**	**8X**

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Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	$99.42	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$96.51	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	$98.47	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Crusher	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Derricks: on building work	$96.51	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	$92.99	**15J**	**3K**	**8X**

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Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Drilling Machine	$95.52	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	$90.77	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	$90.77	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets,etc.	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	$93.71	**15J**	**3K**	**8X**

Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	$90.77	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	$95.52	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$94.54	**15J**	**3K**	**8X**

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Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Locomotives, All	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Mechanics: all (Leadmen - $0.50 per hour over mechanic)	$97.46	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$88.89	**15J**	**3K**	**8X**

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Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	$95.64	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	$97.46	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	$96.51	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Power Plant	$88.89	**15J**	**3K**	**8X**

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Power Equipment Operators- Underground Sewer & Water	Pumps - Water	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	$90.77	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Rollagon	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	$92.99	**15J**	**3K**	**8X**

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Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Service Engineers: equipment	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$94.54	**15J**	**3K**	**8X**

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Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$95.52	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$96.49	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	$98.47	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	$97.46	**7A**	**11H**	**8X**

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Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom.	$99.42	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Trenching Machines	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	$95.64	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	$94.93	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Welder	$96.51	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	$88.89	**15J**	**3K**	**8X**

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Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	$93.71	**15J**	**3K**	**8X**
Power Line Clearance Tree Trimmers	Journey Level In Charge	$69.62	**5A**	**4A**	
Power Line Clearance Tree Trimmers	Spray Person	$65.89	**5A**	**4A**	
Power Line Clearance Tree Trimmers	Tree Equipment Operator	$69.62	**5A**	**4A**	
Power Line Clearance Tree Trimmers	Tree Trimmer	$62.19	**5A**	**4A**	
Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$45.73	**5A**	**4A**	
Refrigeration & Air Conditioning Mechanics	Journey Level	$106.46	**5A**	**1G**	
Residential Brick Mason	Journey Level	$27.02		**1**	
Residential Carpenters	Journey Level	$47.01		**1**	
Residential Cement Masons	Journey Level	$45.99		**1**	
Residential Drywall Applicators	Journey Level	$51.52	**15J**	**4C**	
Residential Drywall Tapers	Journey Level	$84.37	**5P**	**1E**	
Residential Electricians	Journey Level	$44.11		**1**	
Residential Glaziers	Journey Level	$58.75	**7L**	**1H**	

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Residential Insulation Applicators	Journey Level	$78.96	**15J**	**4C**
Residential Laborers	Journey Level	$33.97		**1**
Residential Marble Setters	Journey Level	$29.29		**1**
Residential Painters	Journey Level	$29.33		**1**
Residential Plumbers & Pipefitters	Journey Level	$62.67	**5A**	**1G**
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$107.92	**7F**	**1E**
Residential Sheet Metal Workers	Journey Level	$107.92	**7F**	**1E**
Residential Soft Floor Layers	Journey Level	$65.72	**7C**	**3J**
Residential Sprinkler Fitters (Fire Protection)	Journey Level	$57.51		**1**
Residential Stone Masons	Journey Level	$29.29		**1**
Residential Terrazzo Workers	Journey Level	$17.13		**1**
Residential Terrazzo/Tile Finishers	Journey Level	$21.96		**1**
Residential Tile Setters	Journey Level	$25.98		**1**
Roofers	Journey Level	$70.70	**5A**	**3H**

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Roofers	Using Irritable Bituminous Materials	$73.70	**5A**	**3H**
Sheet Metal Workers	Journey Level (Field or Shop)	$107.92	**7F**	**1E**
Shipbuilding & Ship Repair	New Construction Boilermaker	$63.08	**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	$63.26	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	$100.83	**15H**	**11C**
Shipbuilding & Ship Repair	New Construction Laborer	$62.85	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Machinist	$63.08	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Operating Engineer	$44.29	**7V**	**1**
Shipbuilding & Ship Repair	New Construction Painter	$62.94	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Pipefitter	$64.14	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Rigger	$63.08	**7X**	**4J**

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Shipbuilding & Ship Repair	New Construction Sheet Metal	$63.02	**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	$63.08	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Boilermaker	$63.08	**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	$63.26	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	$100.83	**15H**	**11C**
Shipbuilding & Ship Repair	Ship Repair Laborer	$62.85	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Machinist	$63.08	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Operating Engineer	$45.06	**7Y**	**4K**
Shipbuilding & Ship Repair	Ship Repair Painter	$62.94	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Pipefitter	$64.14	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Rigger	$63.08	**7X**	**4J**

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Shipbuilding & Ship Repair	Ship Repair Sheet Metal	$63.02	**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	$26.17		**1**	
Sign Makers & Installers (Electrical)	Sign Maker	$20.33		**1**	
Sign Makers & Installers (Non-Electrical)	Sign Installer	$33.43		**1**	
Sign Makers & Installers (Non-Electrical)	Sign Maker	$22.79		**1**	
Soft Floor Layers	Journey Level	$70.17	**15J**	**4C**	
Solar Controls For Windows	Journey Level	$17.13		**1**	
Sprinkler Fitters (Fire Protection)	Journey Level	$107.94	**5C**	**1X**	
Stage Rigging Mechanics (Non Structural)	Journey Level	$17.13		**1**	
Stone Masons	Journey Level	$82.00	**7E**	**1N**	
Street And Parking Lot Sweeper Workers	Journey Level	$21.69		**1**	
Surveyors	Assistant Construction Site Surveyor	$94.93	**7A**	**11H**	**8X**

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Surveyors	Chainman	$90.77	**7A**	**11H**	**8X**
Surveyors	Construction Site Surveyor	$96.51	**7A**	**11H**	**8X**
Surveyors	Drone Operator (when used in conjunction with surveying work only)	$90.77	**7A**	**11H**	**8X**
Surveyors	Ground Penetrating Radar	$90.77	**7A**	**11H**	**8X**
Telecommunication Technicians	Journey Level	$64.34	**6Z**	**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	$73.71	**7E**	**1N**	
Tile Setters	Journey Level	$71.71	**7E**	**1N**	
Tile, Marble & Terrazzo Finishers	Finisher	$62.54	**7E**	**1N**	
Traffic Control Stripers	All cleanup required in connection with traffic	$98.49	**15L**	**1K**	

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	control stripers work (Group 1)			
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 automatic control devices (Group 2)	$62.69	**15L**	**1K**
Traffic Control Stripers	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	$98.49	**15L**	**1K**
Traffic Control Stripers	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	$98.49	**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**

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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)	$98.49	**15L**	**1K**	
Traffic Control Stripers	Preparation and maintenance of all surfaces (Group 1)	$98.49	**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	$86.95	**15J**	**11M**	**8L**
Truck Drivers	Asphalt Mix To 16 Yards	$86.11	**15J**	**11M**	**8L**
Truck Drivers	Dump Truck	$86.11	**15J**	**11M**	**8L**
Truck Drivers	Dump Truck & Trailer	$86.95	**15J**	**11M**	**8L**
Truck Drivers	Other Trucks	$86.95	**15J**	**11M**	**8L**
Truck Drivers - Ready Mix	Transit Mix	$86.95	**15J**	**11M**	**8L**

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Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$17.13	**1**
Well Drillers & Irrigation Pump Installers	Oiler	$17.13	**1**
Well Drillers & Irrigation Pump Installers	Well Driller	$18.30	**1**

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APPENDIX 2 – CONSTRUCTION PLANS

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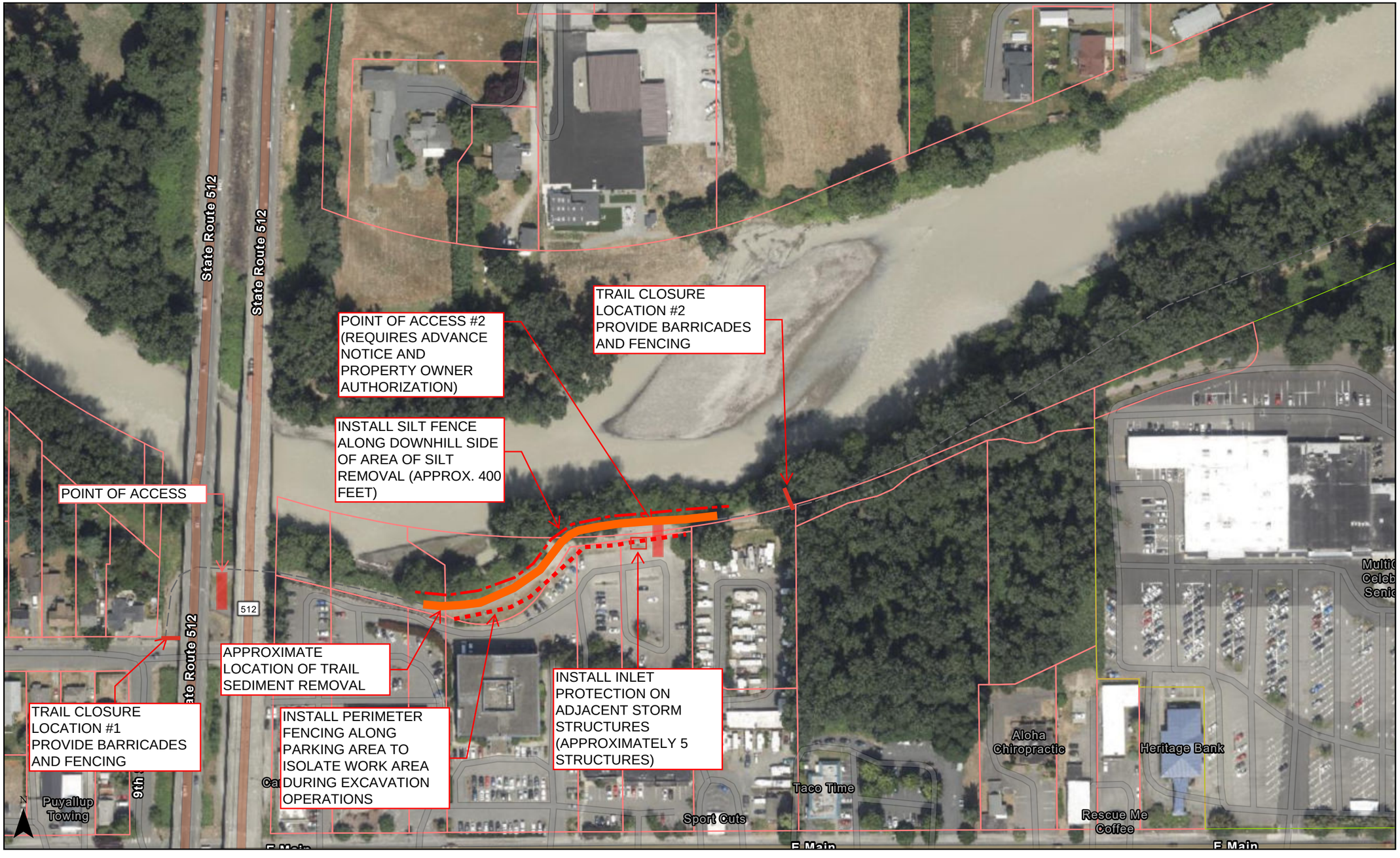
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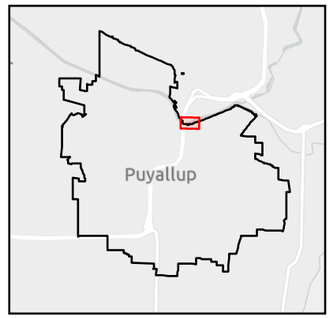
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PUYALLUP
WASHINGTON

City of Puyallup PuyView Map

Riverwalk Trail Silt Clean Up - Site Plan





Tax Parcels Puyallup

- Base Parcel
- Other
- Trails
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 60cm Resolution Metadata

0 0.05 0.1 0.2 mi

Scale: 1:2,568

Map produced using City of Puyallup GIS web apps.

Date: 10/6/2026

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